BIG SKY FARMS INC.

- and -

FCC VENTURES, A DIVISION OF FARM CREDIT CANADA

- and -

GOLDEN OPPORTUNITIES FUND INC.

INVESTMENT AGREEMENT

October 2, 2006

THIS IS EXHIBIT " 8 " referred to in
the Affidavit of Canute Tageth
SWORN before me at Saskatoon
this 29th day of
October, 20 09

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan
Being a Solicitor – OR –
My Commission expires

INVESTMENT AGREEMENT

THIS AGREEMENT is made as of this 2nd day of October, 2006,

B E T W E E N:

BIG SKY FARMS INC., a corporation incorporated under the laws of the Province of Saskatchewan (the "**Corporation**")

- and -

FCC VENTURES, A DIVISION OF FARM CREDIT CANADA, a federal crown corporation ("**FCCV**")

- and -

GOLDEN OPPORTUNITIES FUND INC., a corporation formed under the laws of the Province of Saskatchewan ("**Golden**" and together with FCCV, the "**Investors**" and each, an "**Investor**")

WHEREAS the Investors wish to subscribe for and purchase secured subordinated debentures and purchase common shares in the capital of the Corporation, on and subject to the terms and conditions of this Agreement;

AND WHEREAS the Corporation wishes to issue and sell debentures and shares in the capital of the Corporation to the Investors, subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement,

1.1.1 **"Additional Financing"** has the meaning given to it in subsection 5.4.4 hereof;

1.1.2 "**Affiliate**" has the meaning attributed to such term in *The Business Corporations Act* (Saskatchewan), as the same may be amended from time to time and any successor legislation thereto;

1.1.3 "**Aggregate Subscription Price** " has the meaning attributed to such term in section 2.2;

1.1.4 "**Agreement**" means this agreement and all schedules attached to this agreement, in each case as they may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this agreement; and unless otherwise indicated, references to Articles and sections are to Articles and sections in this agreement;

1.1.5 **"Articles"** means the Restated Articles of Incorporation of the Corporation registered pursuant to *The Business Corporations Act* (Saskatchewan) November 23, 1999, as amended by Articles of Amendment registered June 29, 2000 and November 22, 2005, respectively, a copy of which have been provided to the Investors;

1.1.6 **"Board"** means the board of directors of the Corporation;

1.1.7 **"Business Day"** means any day, other than Saturday, Sunday or any statutory holiday in the Province of Saskatchewan;

1.1.8 **"Closing"** means the completion of the issuance, sale and purchase of the Debentures and the Purchased Shares pursuant to this Agreement at the Time of Closing;

1.1.9 **"Closing Date"** means October 16, 2006 or such earlier or later date as may be agreed upon in writing by the parties;

1.1.10 **"Collateral"** shall have the meaning attributed thereto in the Debentures;

1.1.11 **"Common Shares"** means the common shares in the capital of the Corporation as described in the Articles;

1.1.12 **"Corporation"** means Big Sky Farms Inc., a corporation incorporated under the laws of Saskatchewan;

1.1.13 **"Debentures"** shall have the meaning ascribed thereto in section 2.1 and shall be in substantially the form set out in Schedule 2.3 hereof;

1.1.14 **"Debenture Holders"** means FCCV and Golden;

1.1.15 **"Escrowed Funds"** shall have the meaning ascribed thereto in section 5.7 hereof;

1.1.16 **"Governmental Authority"** means any domestic or foreign government (federal, provincial, municipal or otherwise) or any regulatory authority, agency, commission or board of any domestic or foreign government, or any court or other law, regulation or rule-making entity having jurisdiction in the relevant circumstances;

1.1.17 **"Government Charges"** means all taxes, levies, assessments, reassessments and other charges together with all related penalties, interest and fines, due and payable to any Governmental Authority;

1.1.18 **"Issuer Bid"** means the formal offer to be made by the Corporation to its shareholders, (including SGGF), to purchase such maximum number of Common Shares from its shareholders at a purchase price not higher than $8.50 per share, as permitted pursuant to the provisions of subsection 5.4.5;

1.1.19 **"Interlender Agreement"** means the agreement or other instrument to be executed by the Investors, with or in favour of the Senior Lenders who are members of the Senior Lending Syndicate, pursuant to which, inter alia, the indebtedness and obligations owing to the Investors pursuant to the Debentures shall be subordinated to the obligations of the Corporation to such Senior Lenders;

1.1.20 **"Investors"** means FCC Ventures, a division of Farm Credit Canada and Golden Opportunities Fund Inc.; "**Investor**" means either one of them;

1.1.21 **"Laws"** means all laws, statutes, codes, rules, regulations, by-laws, court, ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, and terms and conditions of any grant of approval, permission, authority or licence of any governmental body, statutory body or self-regulatory authority, and the term "applicable" with respect to those Laws and in the context that refers to one or more Persons, means those Laws that apply to that Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

1.1.22 **"Leases"** shall have the meaning ascribed thereto in section 3.1.18;

1.1.23 **"Maple Leaf Debenture"** means the secured convertible debenture in the principal amount of $5,000,000, dated November 10, 1998, as amended, originally issued by the Corporation to Mitchell's Gourmet Foods Inc., and subsequently assigned to Maple Leaf Foods Inc., and all related loan documentation and security;

1.1.24 **"Most Recent Financial Statements"** means the unaudited financial statements of the Corporation and its Subsidiaries as at and for the period ending August 31, 2006;

1.1.25 **"New Shareholders Agreement"** shall have the meaning ascribed thereto in subsection 5.4.2;

1.1.26 **"PPSA"** means *The Personal Property Security Act, 1993* (Saskatchewan), as amended from time to time, and any similar legislation in any other jurisdiction in which any of the Collateral may be located;

1.1.27 **"Permitted Encumbrances"** shall have the meaning as ascribed to it in Schedule 1.1.27;

1.1.28 **"Person"** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

1.1.29 **"Purchased Shares"** has the meaning attributed to such term in section 2.2;

1.1.30 **"Real Property"** means any interest in real property then owned, or in respect of which any interest, right or option is then held by the Corporation or any Subsidiary as described in Schedule 3.1.16;

1.1.31 **"Security"** means all security to be granted to the Debenture Holders to secure the Corporation's obligations under the Debentures, as described in the Debentures, which shall include but not be limited to a general security agreement from each of the Corporation and its Subsidiaries, the Interlender Agreement, a Real Property mortgage and the *Pari Passu* Agreement (as defined in the Debentures);

1.1.32 **"Senior Credit Agreement"**, **"Senior Credit Facilities"**, **"Senior Debt"**, **"Senior Lenders"** and **"Senior Lending Syndicate"** shall have the respective meanings as ascribed such terms in Schedule 1.1.32;

1.1.33 "**SGGF**" means Saskatchewan Government Growth Fund III Ltd. or its successors or assigns;

1.1.34 **"Shareholders' Agreement"** means the existing shareholders' agreement of the Corporation dated July 6, 2000, as amended;

1.1.35 **"Subscription Agreements"** has the meaning attributed to such term in section 2.2;

1.1.36 **"Subsidiaries"** means Drycast Systems Inc. and Big Sky Management Consulting Corp., both corporations incorporated under the laws of the Province of Saskatchewan;

1.1.37 **"subsidiaries"** has the meaning attributed to such term in *The* B*usiness Corporations Act (Saskatchewan)* as the same may be amended from time to time and any successor legislation thereto;

1.1.38 **"Time of Closing"** means 10:00 a.m., Saskatoon time, on the Closing Date or such other time on the Closing Date as may be agreed upon in writing by the parties; and

1.1.39 **"Warrants"** shall have the meaning ascribed thereto in section 2.2 and shall be in substantially the form set out in Schedule 2.2 hereof;

1.2 Schedules

The Schedules annexed hereto shall for all purposes hereof, form an integral part of this Agreement. The following are the schedules attached to this Agreement:

Schedule 1.1.27		Permitted Encumbrances
Schedule 1.1.32		Senior Lenders and Senior Credit Facilities, etc.
Schedule 2.2		Part I – Form of Subscription Agreement
		Part II - Form of Warrant Certificate
Schedule 2.3		Form of Debenture
Schedule 3.1.5	-	Capital of the Corporation and Subsidiaries
Schedule 3.1.7	-	Obligations to Issue Securities
Schedule 3.1.8	-	Restrictions on Transfer and Shareholders Agreements
Schedule 3.1.10	-	Approvals and Consents
Schedule 3.1.16	-	Real Property
Schedule 3.1.18		Leased Property
Schedule 3.1.24	-	Litigation

1.3 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

1.5 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

1.6 Generally Accepted Accounting Principles

In this Agreement, except to the extent otherwise expressly provided, references to "generally accepted accounting principles" mean, for all principles stated in the Handbook of the Canadian Institute of Chartered Accountants, such principles so stated.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Laws, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The parties shall engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

1.8 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.9 Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The Corporation hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the Province of Saskatchewan in respect of any action, suit or proceeding arising out of or relating to this Agreement and hereby irrevocably agrees that all claims in respect of any such action, suit or proceeding may be heard and determined in any such Saskatchewan Court. The Corporation hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Nothing in this Section shall affect the rights of the Investors to bring any action or proceeding against the Corporation in the courts of any other jurisdiction.

ARTICLE 2
SUBSCRIPTION AND ISSUANCE

2.1 Agreement to Purchase and Issue Debentures

Subject to the terms and conditions of this Agreement, the Investors agree to subscribe for and purchase at the Closing and the Corporation agrees to issue and sell to the Investors at the Closing secured subordinated debentures in the aggregate principal amount of Three Million ($3,000,000) Dollars (the "Debentures"), with each Investor purchasing the following principal amount of Debentures:

2.1.1 FCCV - $1,500,000; and

2.1.2 Golden - $1,500,000.

Each Investor shall be issued a separate Debenture.

2.2 Agreement to Purchase and Sell Common Shares

Subject to the terms and conditions of this Agreement, each of FCCV and Golden agree to subscribe for and purchase at the Closing and the Corporation agrees to issue and sell to FCCV and Golden at the Closing the number of Common Shares as specified beside its name below:

2.2.1 FCCV – 411,765 Common Shares; and

2.2.2 Golden – 411,765 Common Shares;

(collectively the "Purchased Shares"), which constitute approximately 8.3% of the outstanding capital stock of the Corporation on a non-diluted basis, for a purchase price of $8.50 per share for an aggregate price of Seven Million ($7,000,000) Dollars (the "Aggregate Subscription Price"), subject to adjustment pursuant to the terms of the Warrants. FCCV and Golden shall acquire the Purchased Shares pursuant to the terms of a subscription agreement to be executed between each of them and the Corporation at Closing substantially in the form attached hereto as Part I of Schedule 2.2 (the "Subscription Agreements"). Concurrently with the Purchased Shares, each of the Investors shall be granted 25,735 common share purchase warrants in the capital of the Corporation (the "Warrants") to be issued on substantially the terms set out in the form of warrant certificate attached hereto as Part II of Schedule 2.2.

2.3 Payment of Aggregate Subscription Price and Loan Amount and Delivery of Share Certificates and Debentures

The Aggregate Subscription Price shall be paid in full at the Closing by FCCV and Golden upon execution of the Subscription Agreements and against delivery by the Corporation of share certificates representing the Purchased Shares and warrant certificates representing the Warrants, subject to satisfaction of the conditions precedent set out herein. The share certificates representing the Purchased Shares and the Warrant Certificates representing the Warrants will be registered in the names of FCCV and Golden, or as otherwise may be directed by FCCV and Golden respectively.

The $3,000,000 principal amount of the Debentures shall be advanced by Investors at the Closing, subject to satisfaction of the conditions precedent set out herein, against delivery by the Corporation of Debentures to each of the Investors in the principal amount advanced, substantially in the form attached hereto as Schedule 2.3. The Debentures will be registered in the names of the Investors or as otherwise may be directed by them respectively.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 By the Corporation

The representations and warranties of the Corporation and each of the Subsidiaries contained in the Debentures are hereby incorporated by reference and the Corporation, as to itself and each of the Subsidiaries, additionally represents and warrants to each Investor as follows and acknowledges that each Investor is relying upon the representations and warranties contained in the Debentures and as follows in connection with its subscription for and purchase of the Purchased Shares and Debentures:

3.1.1 **Incorporation and Status of the Corporation and Subsidiaries.** Each of the Corporation and the Subsidiaries is duly incorporated and organized, and is validly existing and up-to-date in the filing of all corporate and similar returns under the laws of its jurisdiction of incorporation. Each of the Corporation and the Subsidiaries is duly registered, licensed or qualified as an extra-provincial or foreign corporation, and is up-to-date in the filing of all corporate and similar returns, under the laws of the jurisdictions in which the nature of the business of the Corporation or the Subsidiaries or the assets owned or leased by them makes such registration, licensing or qualification necessary. The Corporation has provided to the Investors a correct and complete copy of the articles, by-laws, constating documents and other organizational documents of the Corporation and each Subsidiary, in each case as amended to the date hereof, as well as copies of any documentation certifying extra-provincial registration or such entities in any other jurisdiction.

3.1.2 **Corporate Power of the Corporation and Subsidiaries and Due Authorization.** Each of the Corporation and the Subsidiaries has the corporate power and capacity to own or lease its assets and to carry on their respective businesses as the same are presently conducted. Each of this Agreement and the agreements, contracts and instruments required by this Agreement to be delivered by the Corporation at Closing and the performance of its obligations thereunder, has been duly authorized by the Corporation. This Agreement has been duly executed and delivered by the Corporation and is a valid and binding obligation of the Corporation, enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies. At the Time of Closing, the Debentures, the Security, the Subscription Agreements and the New Shareholders Agreement will be duly executed and delivered by the Corporation (or the Subsidiaries as the case may be) and will be a valid and binding obligation of the Corporation (or the Subsidiaries), enforceable in accordance with their terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies.

3.1.3 **Issuance of Purchased Shares.** All Purchased Shares shall be issued as of the Closing and shall, at the time thereof, constitute duly authorized, validly issued, fully paid and non-assessable Common Shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to subscribe for or purchase securities issued by the Corporation, and the Corporation shall pay all taxes and other government charges that may be imposed in respect of the issue or delivery thereof. The Corporation is duly authorized to create and issue the Common Shares issuable pursuant to this Agreement, and subject to the provisions hereof, the Corporation will cause the Common Shares subscribed for and purchased in the manner herein provided, and the certificates evidencing such Common Shares, to be duly issued.

3.1.4 **Issuance of Debentures.** All Debentures shall be issued as of the Closing and shall, at the time thereof, constitute duly authorized and validly issued Debentures and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to subscribe for or purchase securities issued by the Corporation, and the Corporation shall pay all taxes and other government charges that may be imposed in respect of the issue or delivery thereof. The Corporation is duly authorized to create and issue the Debentures issuable pursuant to this Agreement, and subject to the provisions hereof, the Corporation will cause the Debentures subscribed for and purchased in the manner herein provided to be duly issued.

3.1.5 **Capital of the Corporation and Subsidiaries.** Schedule 3.1.5 sets out particulars of the authorized and issued shares of the Corporation and each Subsidiary, the names of the Persons who are the registered owners of such shares, the number and class of shares held by such Persons, and to the knowledge of the Corporation, the names of the Persons who are the beneficial owners of such shares. All the shares indicated on such Schedule as being issued and outstanding have been validly issued and are outstanding as fully paid and non-assessable shares. Other than the Shareholders' Agreement, there are no shareholders' agreements, pooling agreements, voting trusts or other agreements or understandings with respect to the ownership and voting of the shares of the Corporation or any Subsidiary. Schedule 3.1.5 also sets out the class, number and exercise price and date (if applicable) of all shares, options, warrants and other securities of the Corporation which are owned by each securityholder. The Corporation has good and marketable title, free of all charges (other than Permitted Encumbrances), to the shares of the Subsidiaries which are owned by the Corporation, as set out in Schedule 3.1.5.

3.1.6 **Subsidiaries.** Except as otherwise set out in Schedule 3.1.5, the Subsidiaries are the only subsidiaries of the Corporation.

3.1.7 **No Obligations to Issue Securities.** Except as set out in this Agreement and except as set out in Schedule 3.1.5 or Schedule 3.1.7, there are no agreements, options, warrants, rights of conversion or other rights pursuant to which the Corporation or any Subsidiary is, or may become, obligated to issue any shares or any securities convertible or exchangeable, directly or indirectly, into any shares of the Corporation or any Subsidiary.

3.1.8 **Right to Issue Purchased Shares and Debentures.** There are no agreements or restrictions which in any way limit or restrict the issuance or sale to the Investors of the Purchased Shares and the Debentures, other than as set out in Schedule 3.1.8. At or prior to the Time of Closing, such agreements and restrictions will have been complied with (and evidence in form and substance satisfactory to the Investors to such effect shall have been provided to the Investors) and at the Time of Closing the Corporation will have full legal right, power and authority to issue and sell the Purchased Shares and the Debentures to the Investors free of all charges. Correct and complete copies of the agreements set out in Schedule 3.1.8 have been provided to the Investors.

3.1.9 **No Contravention.** Except as contemplated in section 3.1.8, none of the entering into of this Agreement, the issuance or sale of the Purchased Shares or the

Debentures or the performance by the Corporation of any of its other obligations under this Agreement will contravene, breach or result in any default under the articles, by-laws, constating documents or other organizational documents of the Corporation or any Subsidiary or under any mortgage, lease, agreement, other legally binding instrument, licence, permit, statute, regulation, order, judgment, decree or law to which any of them is a party or by which any of them may be bound.

3.1.10 **Approvals and Consents.** Except as set out in Schedule 3.1.10 or section 3.1.8 and except for such post-Closing filings as may be required pursuant to applicable securities legislation, as contemplated by section 5.8, no governmental authorization or other authorization, consent or approval of, or filing with or notice to, any governmental body or other Person is required in connection with the execution, delivery or performance of this Agreement by the Corporation or the issuance or sale of any of the Purchased Shares or Debentures hereunder.

3.1.11 **Securities Laws.** Assuming the accuracy of the representations and warranties of the Investors in section 3.2.3, the subscription for, and offering, issuance, sale and purchase of the Purchased Shares and Debentures under this Agreement are exempt from prospectus and registration requirements under applicable Canadian securities laws.

3.1.12 **Financial Statements.** All audited and unaudited financial statements provided to the Investors have been prepared in accordance with generally accepted accounting principles (in the case of the unaudited financial statements, subject to usual year-end adjustments and the fact that they may not include note disclosure and in the case of monthly financial statements subject to the fact that hedge accounts may not be presented in accordance with generally accepted accounting principles) consistently applied throughout the periods indicated and fairly, completely and accurately present the financial position of the Corporation and the Subsidiaries and the results of their operations in all material respects as of the dates and throughout the periods indicated and there has been no material adverse change in the financial position of the Corporation and the Subsidiaries from that reflected in the Most Recent Financial Statements.

3.1.13 **Liabilities and Guarantees.** Neither the Corporation nor any Subsidiary has any outstanding liabilities, contingent or otherwise, in excess of $250,000 or in excess of $500,000 in the aggregate, and neither the Corporation nor any Subsidiary is a party to or bound by any agreement of guarantee, support, indemnification, assumption, or endorsement of, or any other similar commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person, other than:

> 3.1.13.1 those set out in the Most Recent Financial Statements; and
>
> 3.1.13.2 liabilities in respect of trade or business obligations incurred after the date of the Most Recent Financial Statements in the ordinary course of the business of the Corporation and the Subsidiaries consistent with past practice, none of which has been materially adverse to the nature, results of operations, assets or financial condition of, or manner of conducting, the business of each of the Corporation and the Subsidiaries;

3.1.14 **Indebtedness.** Except as set out in Schedule 1.1.32 or the most recent audited financial statements provided to the Investors or the Most Recent Financial Statements, neither the Corporation nor any Subsidiary has outstanding any bonds, debentures, notes, mortgages or other indebtedness, including shareholders' loans, which mature more than one year after the date of their original creation or issuance and, except for the Debentures to be issued to the Investors hereunder, neither the Corporation nor any Subsidiary has agreed to create or issue any bonds, debentures, notes, mortgages or other indebtedness which will mature more than one year after the date of their creation or issuance.

3.1.15 **No Default Under Agreements.** Neither the Corporation nor any Subsidiary is in material default or breach of any contract, agreement, lease or other instrument to which it is a party or by which it may be bound, and there exists no state of facts which after notice or the passage of time, or both, would constitute such a material default or breach, and all such contracts, agreements, leases and other instruments are now in good standing and the Corporation or a Subsidiary, as the case may be, is entitled to all benefits, rights and privileges thereunder.

3.1.16 **Real Property**. Schedule 3.1.16 sets forth the legal descriptions of all Real Property owned by the Corporation or any Subsidiary. The Corporation does not have an option to acquire and has not agreed to purchase any other Real Property or interest in Real Property. With respect to the Real Property:

(A) the Real Property is free of all liens, charges and encumbrances except the Permitted Encumbrances;

(B) except with respect to Real Property where improvements are presently under construction as described in Schedule 3.1.16, there are no outstanding work orders, deficiency notices, remedial or other similar compliance orders from, or any other requirements in respect, of any such property imposed by any Governmental Authority relating to any Real Property or any of the property described in section 3.1.18 or the operation of the business of the Corporation or any Affiliate, nor are any material matters relating to the operation of the business of the Corporation or any Affiliate under discussion with any such departments or authorities relating to any work orders or similar orders;

(C) the uses to which the Real Property have been and are being put by the Corporation and the Subsidiaries are not in breach of any applicable Laws or any private agreement;

(D) no notice has been received of any by-law change affecting any Real Property or relating to any threatened or pending condemnation or expropriation thereof;

(E) the Real Property and all buildings, structures, improvements and appurtenances situated thereon and all systems (including electrical, plumbing, drainage, heating, cooling and ventilation systems) therein and facilities and accessories and installations related thereto are in a reasonably good state of maintenance and repair which make them suitable for the purposes for which they are currently being used, and each such property is serviced by all required public utility services;

(F) there is adequate ingress and egress to and from the Real Property and to and from the public road(s) abutting or adjacent thereto for the operation of the business of the Corporation and its Subsidiaries in the ordinary course;

3.1.17 **Zoning and Other Matters Relating to Real Property.** To the knowledge of the Corporation, the buildings and other structures located on the Real Property owned or leased by the Corporation or any Subsidiary and the operation and maintenance thereof, as now operated and maintained, comply with all applicable Laws, including but not limited to all environmental laws and regulations; none of such buildings or other structures encroaches upon any land not owned or leased by the Corporation or a Subsidiary; and there are no restrictive covenants, municipal by-laws or other laws or regulations which in any way restrict or prohibit the use of such land, buildings or structures for the purposes for which they are presently being used. There are no expropriation or similar proceedings, actual or threatened, of which the Corporation or any Subsidiary has received notice, against any of the real property owned or leased by the Corporation or any Subsidiary or any part thereof.

3.1.18 **Leases.** Neither the Corporation nor any Subsidiary will be parties to any lease, agreement in the nature of a lease, offer to lease or similar agreements in respect of any real property, whether as lessor or lessee, other than the leases described in Schedule 3.1.18 (the "Leases") or in respect of personal property other than leases that constitute a Permitted Encumbrance. Schedule 3.1.18 sets out the parties to each of the Leases, the start dates and term of the Leases, any options to renew and the locations of the leased premises. Except as otherwise disclosed in Schedule 3.1.18, the Corporation (or the Subsidiary in question which is a party under a Lease as specified in Schedule 3.1.18) occupies the leased premises demised thereunder and has the exclusive right to occupy such leased premises. Each of the Leases is in good standing and in full force and effect without amendment thereto, and other than as disclosed in Schedule 3.1.18, neither the Corporation nor any Subsidiary is in default in the payment of rent or any other monetary obligations thereunder. Neither the Corporation nor any Subsidiary, or any other party thereto is in material breach or material default of any other covenants, conditions or obligations contained in the Leases and no state of facts exists which, after notice or lapse of time or both or otherwise, would result in any such material breach or default. No notice has been received or issued by the Corporation or any Subsidiary in respect of any breach or default by any party to the Leases.

3.1.19 **Title to Assets.** The Corporation and the Subsidiaries are the absolute beneficial owners of, and have good and marketable title to, (or have a valid leasehold interest in), free of all charges, liens and encumbrances (except Permitted Encumbrances), all the property and assets (including all intellectual property) owned, controlled or applied for by or in the name of the Corporation and the Subsidiaries, used in connection with their businesses.

3.1.20 **Assets in Good Condition.** The physical assets of the Corporation and the Subsidiaries are collectively in good operating condition and in a state of good maintenance and repair, except for reasonable wear and tear and component failures which are reasonably expected in commissioning a new production facility, none of which, taken as a whole, could reasonably be expected to materially adversely affect its financial condition, assets, liabilities or the business of the Corporation.

3.1.21 **Tax Matters.** The Corporation and the Subsidiaries have duly and timely filed all tax returns required to be filed by them in all applicable jurisdictions and all such tax returns are true, complete and correct in all material respects. The Corporation and the Subsidiaries have paid all Governmental Charges required to be paid by them. Adequate provision has been made in the audited and unaudited financial statements for all

Governmental Charges, and all professional fees related thereto, payable in respect of the business of the Corporation or assets of the Corporation and the Subsidiaries or otherwise for all periods up to the date of the balance sheet comprising part of the Most Recent Financial Statements. Other than periods for which Canadian federal and provincial income tax assessments have not been issued as of the date hereof, assessments for all applicable Governmental Charges have been issued and any amounts owing thereunder have been paid. There are no proceedings (as defined in section 3.1.24) in progress, or, to the knowledge of the Corporation, pending or threatened, against the Corporation or any Subsidiary in respect of any Governmental Charges and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued to, or raised in respect of, the Corporation or any Subsidiary by any Governmental Authority relating to any Governmental Charges. The Corporation and the Subsidiaries have withheld or collected and remitted all amounts required to be withheld or collected and remitted by them in respect of any Governmental Charges. Correct and complete copies of the federal and provincial tax returns, including schedules thereto, filed by the Corporation and the Subsidiaries for the fiscal years ending on June 30, 2000 to June 30, 2005, have been provided to the Investors. The Corporation and each of the Subsidiaries have complied in all material respects with goods and services tax, provincial sales tax, social services tax and other commodity tax legislation and have made and obtained full, complete and up to date records, invoices and other documents required for the purpose of such legislation. Except for Permitted Encumbrances, no liens for Governmental Charges have been filed against the Corporation or its assets or any of the Subsidiaries or their assets.

3.1.22 **Insurance.** All physical assets of the Corporation and the Subsidiaries are covered by fire and other insurance with responsible insurers against such risks and in such amounts as are reasonable for prudent owners of comparable assets. No other insurance is necessary to the conduct of the business of the Corporation or would be considered to be appropriate by a prudent Person operating a business similar to the business of the Corporation. Neither the Corporation nor any Subsidiary is in default with respect to any of the provisions contained in any such policies of insurance or has failed to give any notice or pay any premium or present any claim under any such insurance policy. The Corporation has no reason to believe that any of its insurance policies will not be renewed by the insurer upon the scheduled expiry of the policy or will be renewed by the insurer only on the basis that there will be a material increase in the premiums payable in respect of the policy. Correct and complete copies of all of the insurance policies have been provided to the Investors.

3.1.23 **Compliance with Laws.** The Corporation and the Subsidiaries are conducting the business of the Corporation in compliance in all material respects with all applicable Laws of each jurisdiction in which the business of the Corporation is carried on.

3.1.24 **Litigation and Other Proceedings.** Except as set out in Schedule 3.1.24, there is no court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal); arbitration or other dispute settlement procedure; investigation or inquiry by any governmental, administrative, regulatory or similar body; or any similar matter or proceeding (collectively "proceedings") against or involving the Corporation or any Subsidiary (whether in progress or threatened) which, if determined adversely to the Corporation or the Subsidiary, would materially adversely affect the business of the Corporation or the financial condition or future prospects of the Corporation or the Subsidiary, as the case may be; to the best of the Corporation's knowledge, no event has occurred which might give rise to any proceedings and there is no judgment, decree, injunction, rule, award or order of any court, government department, board, commission, agency, arbitrator or similar body outstanding against the Corporation or any Subsidiary.

3.1.25 **Corporate Records.** The corporate records and minute books of the Corporation and the Subsidiaries contain complete and accurate minutes of all meetings of directors and committees thereof and shareholders held since their respective dates of incorporation, and all such meetings were duly called and held. The share certificate books, registers of shareholders, registers of transfers and registers of directors of the Corporation and the Subsidiaries are complete and accurate in all material respects.

3.1.26 **Books of Account.** The books and records of the Corporation and the Subsidiaries fairly present and disclose the respective financial positions of the Corporation and the Subsidiaries in all material respects as at the relevant dates and all material financial transactions of the Corporation and the Subsidiaries have been accurately recorded in such books and records.

3.2 By the Investors

Each Investor represents and warrants to the Corporation as follows and acknowledges that the Corporation is relying upon the following representations and warranties in connection with its issuance and sale of the Purchased Shares and Debentures:

3.2.1 **Existence and Status of each Investor.** Each Investor is duly incorporated and organized, and is validly existing and in good standing under the laws of its jurisdiction of incorporation.

3.2.2 **Power of each Investor and Due Authorization.** Each Investor has the requisite power and capacity to enter into, and to perform its obligations under, this Agreement. Each of this Agreement and the agreements, contracts and instruments required by this Agreement to be delivered by each Investor at Closing has been duly authorized by all necessary action. This Agreement has been duly executed and delivered by each Investor and is a valid and binding obligation of each Investor, enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies.

3.2.3 **Each Investor an Accredited Investor.** Each Investor acknowledges that the Corporation is issuing the Debentures, Purchased Shares and Warrants in reliance on the accredited investor exemption in Paragraph 2.3 of National Instrument 45-106 ("NI 45-106") and each Investor represents and warrants that it is an "accredited investor" as defined in Paragraph 1.1 of NI 45-106 and is acquiring its Purchased Shares, Warrants and Debenture as principal for its own account.

3.3 Survival of Covenants, Representations and Warranties

To the extent that they have not been fully performed at or prior to the Time of Closing, the covenants, representations and warranties contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement shall survive the Closing and shall continue until all of the obligations of the Corporation pursuant to the Debenture and the Security have been fulfilled provided, however, that:

3.3.1 there shall be no termination of the representations and warranties set out in section 3.1.21 to the extent that any misrepresentation has been made or fraud has been committed in filing a return or in supplying information for the purposes of any legislation imposing tax on the Corporation or any Subsidiary; and

3.3.2 no claim for breach of representation or warranty shall be valid unless the party against whom such claim is made has been given notice thereof before the date on which the applicable representation or warranty shall have terminated in accordance with the foregoing.

ARTICLE 4
CONDITIONS

4.1 Conditions Precedent for the Benefit of the Investors

The obligation of the Investors to complete the subscription for and purchase of the Purchased Shares and Debentures pursuant to this Agreement is subject to the satisfaction of, or compliance with, at or prior to the Time of Closing, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Investors):

4.1.1 **Accuracy of Representations of the Corporation and Compliance With Covenants.** The representations and warranties of the Corporation made in or pursuant to this Agreement, the Debentures, the Security and the Subscription Agreements shall be true and correct at the Time of Closing with the same force and effect as if made at and as of the Time of Closing; the covenants contained in this Agreement to be performed by the Corporation at or prior to the Time of Closing shall have been performed; the Corporation shall not be in breach of any agreement on its part contained in this Agreement; and the Investors shall have received a certificate confirming the foregoing, signed for and on behalf of the Corporation by senior officers or directors of the Corporation or other persons acceptable to the Investors, in form and substance satisfactory to the Investors and their legal counsel.

4.1.2 **Closing Documents and Proceedings.** All documents relating to the authorization and completion of the transactions contemplated by this Agreement and all actions and proceedings taken at or prior to the Time of Closing in connection with the performance by the Corporation of its obligations under this Agreement shall be satisfactory to the Investors and to their legal counsel and the Investors shall have received copies of all such documents and evidence that all such actions and proceedings have been taken as it may reasonably request, in form and substance satisfactory to the Investors and the Investors' legal counsel.

4.1.3 **Opinion of Corporation's Counsel.** The Investors shall have received an opinion of the Corporation's counsel in a form satisfactory to them and to the Investors' legal counsel, acting reasonably.

4.1.4 **No Material Adverse Change.** No material adverse change shall have occurred in the operations, business, affairs or prospects of the Corporation and its Subsidiaries, either individually or on an aggregate basis, since the date of the Most Recent Financial Statements.

4.1.5 **No Substantial Damage.** No substantial damage by fire or other hazard to the assets of the Corporation or any Subsidiary or any part thereof, which in the opinion of the Investors is material, shall have occurred prior to the Time of Closing.

4.1.6 **No Adverse Legislation.** No legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) shall have been enacted, introduced or tabled which, in the opinion of the Investors, adversely affects or may adversely affect the business of the Corporation.

4.1.7 **No Action to Restrain.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit:

4.1.7.1 the subscription for, issuance or purchase and sale of the Purchased Shares or the Debentures hereunder; or

4.1.7.2 the Corporation or any Subsidiary from carrying on its business as carried on at the date hereof.

4.1.8 **Consents and Approvals.** The consents and approvals listed on Schedules 3.1.8 and 3.1.10 and all other waivers, consents, authorizations and approvals necessary to consummate the transactions contemplated by this Agreement shall have been obtained and delivered to the Investors, in form and substance satisfactory to the Investors and their legal counsel.

4.1.9 **Payment of Expenses.** The Investors shall have received the full amount, or assurances satisfactory to the Investors that they will receive the full amounts, with respect to the compensation for their expenses and fees set out in section 5.1.

4.1.10 **Termination of Shareholders Agreement.** The Shareholders Agreement shall have been terminated prior to or concurrent with the Closing Date.

4.1.11 **Delivery of Other Agreements.** The following agreements and documentation, in a form and content satisfactory to the Corporation, the Investors and the other parties thereto, shall have been finalized and shall be executed and delivered to the parties on the Closing Date:

4.1.11.1.1 the New Shareholders Agreement which shall include, as parties, shareholders of the Corporation holding a minimum of 90% of the total issued and outstanding share capital of the Corporation, on a fully diluted basis, and which shall provide for one nominee of the Investors to be elected or appointed a director of the Corporation and one nominee of the Investors to have observer status on the Board for so long as one of the Investors remain a shareholder of the Corporation;

4.1.11.1.2 the Debentures;

4.1.11.1.3 the Security;

4.1.11.1.4 the Subscription Agreements;

4.1.11.1.5 warrant certificates representing the Warrants;

4.1.11.1.6 share certificates representing the Purchased Shares;

4.1.11.1.7 all ancillary documents, certificates, resolutions and agreements contemplated in this Agreement or in any of the above described agreements; and

4.1.11.1.8 any other documents or agreements as may be reasonably requested by the counsel to the Investors.

4.1.12 **Conditions Precedent under Debenture**. All of the conditions precedent identified in the Debentures shall be satisfied to the satisfaction of the Investors.

If any of the conditions contained in this section 4.1 shall not be fulfilled or performed at or prior to the Time of Closing to the satisfaction of the Investors (acting reasonably), the Investors may, by notice to the Corporation, terminate this Agreement and the obligations of the Corporation and the Investors under this Agreement other than the obligations contained in sections 5.1, 7.1 and 7.2. The Investors may also promptly submit a claim against the Corporation for damages suffered by the Investors where the non-performance or non-fulfillment of a condition is as a result of a breach of covenant, representation or warranty by the Corporation. For the purposes of the foregoing, the Investors may also submit such a claim where the condition relating to representations and warranties contained in section 4.1.1 has not been fulfilled whether or not the truth and correctness of the representations and warranties referred to in such section were or are within the Corporation's control. Any condition may be waived in whole or in part by the Investors without prejudice to any claims it may have for breach of covenant, representation or warranty.

4.2 Conditions for the Benefit of the Corporation

The obligation of the Corporation to complete the issuance and sale of the Purchased Shares and Debentures hereunder is subject to the satisfaction of, or compliance with, at or prior to the Time of Closing, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Corporation):

4.2.1 **Accuracy of Representations of Investors and Compliance With Covenants.** The representations and warranties of the Investors made in or pursuant to this Agreement shall be true and correct at the Time of Closing with the same force and effect as if made at and as of the Time of Closing; the covenants contained in this Agreement to be performed by the Investors at or prior to the Time of Closing shall have been performed and the Investors shall not be in breach of any agreement on their part contained in this Agreement.

4.2.2 **Closing Documents and Proceedings.** All documents relating to the authorization and completion of the transactions contemplated by this Agreement shall be provided to the Corporation and the Corporation's counsel and evidence that all actions and proceedings required to be taken by the Investors at or prior to the Time of Closing in connection with the performance by each of the Investors of its obligations under this Agreement shall have been provided to the Corporation and the Corporation's counsel.

4.2.3 **No Action to Restrain.** No action or proceeding shall be pending or threatened by any Person to restrain or prohibit:

4.2.3.1 the subscription for, issuance or purchase and sale of the Purchased Shares or Debentures hereunder; or

4.2.3.2 the Corporation or any Subsidiary from carrying on the business of the Corporation as carried on at the date hereof.

4.2.4 **Consents and Approvals.** The consents and approvals listed on Schedules 3.1.8 and 3.1.10 and all other waivers, consents, authorizations and approvals necessary to consummate the transactions contemplated by this Agreement shall have been obtained and delivered to the Corporation, in form and substance satisfactory to the Corporation and the Corporation's Counsel.

4.2.5 **Delivery of Other Agreements.** The following agreements and documentation, in a form and content satisfactory to the parties, shall have been finalized and shall be executed and delivered to the parties on or before the Closing Date:

4.2.5.1 the New Shareholders Agreement;

4.2.5.2 the Interlender Agreement;

4.2.5.3 the Subscription Agreements;

4.2.5.4 any Security to which the Investors are a party; and

4.2.5.5 all ancillary documents, certificates and agreements contemplated in this Agreement or in any of the above described agreements.

If any of the conditions contained in this section 4.2 shall not be fulfilled or performed at or prior to the Time of Closing to the satisfaction of the Corporation (acting reasonably), the Corporation may, by notice to the Investors, terminate this Agreement and the obligations of the Corporation and the Investors under this Agreement other than the obligations contained in sections 5.1, 7.1 and 7.2. The Corporation may also promptly submit a claim against the Investors for damages suffered by the Corporation where the non-performance or non-fulfillment of a condition is as a result of a breach of covenant, representation or warranty by the Investors. For the purposes of the foregoing, the Corporation may also submit such a claim where the condition relating to representations and warranties contained in section 4.2.1 has not been fulfilled whether or not the truth and correctness of the representations and warranties referred to in such section were or are within the Investors' control. Any condition may be waived in whole or in part by the Corporation without prejudice to any claims it may have for breach of covenant, representation or warranty.

4.3 Investors' Right to Terminate Prior to Closing

If, at any time prior to the Closing, any representation and warranty, or covenant (which by its terms must be complied with or fulfilled at such time), made or given by the Corporation in this Agreement is not, in the case of a representation and warranty true and correct with the same force and effect as if given at and as of such time (whether or not the truth and correctness of such representations and warranties are within the Corporation's control), and, in the case of a covenant, is not being complied with or fulfilled, the Investors may, at such time, by giving notice to the Corporation, terminate this Agreement and the obligations of the Corporation and the Investors hereunder other than those set out in sections 5.1, 7.1 and 7.2. The Investors may also promptly submit a claim against the Corporation for damages suffered by the Investors.

ARTICLE 5
ADDITIONAL AGREEMENTS OF THE PARTIES

5.1 Expenses and Fees

All of the reasonable out-of-pocket third party costs and expenses (including, but not limited to, travel, courier, telephone and fees and disbursements of counsel, auditors and other advisers retained by them), incurred by the Investors in connection with the subscription for and purchase of the Purchased Shares and the Debentures will be reimbursed by the Corporation to the Investors (i) at Closing, or (ii) if the Investors do not complete the transactions contemplated by this Agreement as a result of a breach of this Agreement by the Corporation, promptly following the termination of this Agreement. In addition, any costs in connection with the obtaining of the consents and approvals referred to in section 4.1.8 shall be borne by the Corporation. In addition, upon the issuance of the Debentures and the Purchased Shares, the Corporation agrees to pay the Investors a success fee equal to 2% of the Aggregate Subscription Price and the value of the Debentures.

5.2 Access to Information

The Corporation and each Subsidiary shall give, or cause its personnel and representatives to give, until the Time of Closing, to the Investors and their accountants, legal advisors and representatives, during and after normal business hours, full access to their premises (subject to normal biosecurity requirements), all their assets, books, accounts, tax returns, contracts, commitments and records and to their personnel and will furnish them with all such information relating to their businesses and their affairs and assets as the Investors or the Investors' representatives may determine in their sole discretion to be advisable from time to time. No investigation made by the Investors or their representatives shall affect the Investors' right to rely on any representation or warranty made by the Corporation in this Agreement or in any document contemplated by this Agreement or derogate from the Corporation's acknowledgement of such reliance in section 3.1.

5.3 Conduct of Business Until Time of Closing

Except as expressly provided in this Agreement or except with the prior written consent of the Investors, prior to the Time of Closing the Corporation shall and shall cause each of the Subsidiaries to:

5.3.1 operate their businesses only in the ordinary course, consistent with past practice and, to the extent consistent with such operation, use best efforts to preserve its business organization, including the services of its officers and employees, and its business relationships with potential customers, suppliers and others having business dealings with it;

5.3.2 maintain all its assets, whether owned or leased, in good condition and repair;

5.3.3 maintain its books, records and accounts in the ordinary course on a basis consistent with past practice; and

5.3.4 do or refrain from doing all acts and things in order to ensure that the representations and warranties in section 3.1 remain true and correct at the Time of Closing as if such representations and warranties were made at and as of such date and to satisfy or cause to be satisfied the conditions in section 4.1 which are within its control.

5.4 Positive Covenants

Except as expressly provided in this Agreement or except with the prior written consent of the Investors, the Corporation shall:

5.4.1 as soon as possible after execution of this Agreement and in any event no later than ten (10) days following execution of this Agreement, obtain the approval of this Agreement and the transactions contemplated hereunder by such of its shareholders as are necessary under the Corporation's existing Shareholders' Agreement;

5.4.2 as soon as possible after the execution of this Agreement, and in any event by not later than the Closing Date, obtain the agreement of such of its shareholders as are necessary under the Corporation's existing Shareholders' Agreement, to terminate such existing Shareholders' Agreement effective as of the Closing Date and to thereupon enter into a new Shareholders' Agreement with, *inter alia*, such Shareholders, the Investors and the Corporation in such form as may be mutually agreed to between such parties (the "New Shareholders' Agreement");

5.4.3 within 10 days of the Closing Date, deliver to Maple Leaf, in accordance with the terms of the Maple Leaf Debenture, notice of its intention to redeem the whole of the Maple Leaf Debenture (a "Redemption Notice") and, except to the extent that Maple Leaf may elect to convert the Maple Leaf Debenture into Common Shares of the Corporation in accordance with the terms thereof, thereafter redeem the whole of the Maple Leaf Debenture on the 90^{th} day following the delivery of such Redemption Notice, or on such earlier date as may be mutually agreed to by the Corporation and Maple Leaf;

5.4.4 use commercially reasonable efforts to obtain, within not more than ninety (90) days of the execution of this Agreement, a binding letter of intent for the investment of not less than Ten Million ($10,000,000) Dollars in subordinated debt financing which shall rank *pari passu* with the indebtedness of the Corporation under the Debentures (the "Additional Financing"), provided that if the Corporation requires less than Five Million ($5,000,000) Dollars to fully redeem the Maple Leaf Debenture, the Ten Million ($10,000,000) Dollar amount referred to above may be reduced, dollar for dollar, by the difference between Five Million ($5,000,000) Dollars and the amount actually required to fully repay and redeem the Maple Leaf Debenture. The Additional Financing shall be on terms and conditions acceptable to the Investors; and

5.4.5 within the later of: thirty (30) days following the execution of a binding letter of intent as contemplated by section 5.4.4; and one hundred and twenty (120) days after the Closing Date, offer to redeem and purchase from SGGF and from such other Shareholders as may be determined by the Corporation but excluding Investment Saskatchewan Inc., Crown Life Insurance Company, B & F Holdings Inc. and the Investors such number of Common Shares of the Corporation that are outstanding as at the date of execution of this Agreement (plus those Common Shares, if any, issued upon the conversion of the Maple Leaf Debenture) as may be determined by the Corporation (such offer being herein referred to as the "Issuer Bid"), provided that:

5.4.5.1 such Common Shares shall be redeemed and purchased at a purchase price of not greater than $8.50 per share; and

5.4.5.2 the aggregate amount offered pursuant to the Issuer Bid and paid by the Corporation for all Common Shares that are deposited to the Issuer Bid, shall not exceed the aggregate amount of the Escrowed Funds as set forth in Section 5.7 hereof.

5.5 Negative Covenants

Except as expressly provided in this Agreement or except with the prior written consent of the Investors, prior to the Time of Closing the Corporation shall not, and shall ensure that no Subsidiary shall:

5.5.1 amend its articles, by-laws, constating documents or other organizational documents;

5.5.2 amalgamate, merge or consolidate with, or acquire all or substantially all the shares or assets of, any Person;

5.5.3 transfer, lease, license, sell or otherwise disposes of any of its assets except in the ordinary course of business;

5.5.4 become a party to or bound by any agreement, option, warrant, right of conversion or other rights pursuant to which the Corporation or any Subsidiary is, or may become, obligated to issue any shares or any securities convertible or exchangeable, directly or indirectly, into any shares of the Corporation or any Subsidiary, except as disclosed in Schedule 3.1.7;

5.5.5 become a party to or bound by any agreement of guarantee, support, indemnification, assumption, or endorsement of, or any other similar commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person; or

5.5.6 enter into any contract, agreement or commitment of the kind described in section 3.1.14 other than in respect of liabilities of the kind described in section 3.1.13.2 or Schedule 1.1.27.

5.6 Use of Proceeds

The Corporation agrees that it will use the net proceeds (after transaction costs) from the issuance and sale of the Purchased Shares and the Debentures to the Investors as follows:

5.6.1 up to $5,000,000 to repay all principal amounts outstanding under the Maple Leaf Debenture; and

5.6.2 the balance of such net proceeds, plus such portion of the $5,000,000 referred to in Section 5.6.1 as is not used by the Corporation to repay principal under the Maple Leaf Debenture as a result of Maple Leaf converting all or any portion of the Maple Leaf Debenture into Common Shares of the Corporation in accordance with the terms of such debenture, shall be deposited in an escrow account in accordance with, and shall be used for those purposes set forth in, Section 5.7 hereof.

5.7 Funds to be Held in Escrow

The Corporation agrees that all funds referred to in Section 5.6.2 hereof, together with the net proceeds (after transaction costs) received by the Corporation from the issuance and sale of debentures in the Additional Financing, if any (collectively the "Escrowed Funds"), shall be deposited in such account and with such Person as may be mutually agreed to by the Investors and the Corporation and that such Escrowed Funds shall be used only for the following purposes:

5.7.1 subject to Section 5.7.2, all of the Escrowed Funds shall be used to fund the purchase by the Corporation of Common Shares pursuant to the Issuer Bid; and

5.7.2 to the extent that, as a result of insufficient Common Shares being tendered to the Issuer Bid by the expiry date of the Issuer Bid, less than all of the Escrowed Funds are used to purchase Common Shares under the Issuer Bid, any remaining Escrowed Funds shall be used by the Corporation to pay down its Senior Debt or for such other purpose as may be mutually agreed to by the Corporation and the Investors.

5.8 Investors' Covenants

Except as expressly provided in this Agreement or except with the prior written consent of the Corporation, prior to the Time of Closing the Investors shall do or refrain from doing all acts and things in order to ensure that the representations and warranties in section 3.2 remain true and correct at the Time of Closing as if such representations and warranties were made at and as of such date and to satisfy or cause to be satisfied the conditions in section 4.2 which are under their control.

If required by applicable securities laws or by any securities commission or other regulatory authority, each Investor agrees to execute, deliver, file and otherwise assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Purchased Shares, Warrants or Common Shares issued upon the exercise of the Warrants as may be required. The Investors acknowledge that the Corporation may be obligated to make certain filings, reports or disclosures to securities commissions or other regulatory authorities from time to time and consent to the disclosure by the Corporation of the Investors' interest in the Corporation.

5.9 Corporate Action

At or prior to the Time of Closing, the Corporation shall cause all necessary corporate action to be taken for the purpose of approving the issue and sale of the Purchased Shares and Debentures to the Investors, the issuance of the Security, the entering into of the New Shareholders Agreement and all other documents and agreements contemplated herein or therein.

5.10 Obtaining of Consents and Approvals

The Corporation shall use best efforts to deliver, at or prior to the Time of Closing, the consents and approvals referred to in section 4.1.8. If, notwithstanding such efforts, the Corporation is unable to obtain any of such consents and approvals, the Corporation shall not be liable to the Investors for any breach of covenant, provided that nothing contained herein shall affect any condition precedent to the Investors' obligation to complete the transaction contemplated hereby referred to in section 4.1. If the Investors complete the transaction contemplated hereby on the Closing Date, the Corporation shall continue after the Closing to use its reasonable commercial efforts as requested by the Investors from time to time in order to attempt to obtain any consent or approval not obtained prior to Closing.

5.11 Cooperation

The parties shall cooperate fully in good faith with each other and their respective legal advisors, accountants and other representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement.

ARTICLE 6
CLOSING

6.1 Location and Time of the Closing

The Closing shall take place at the Time of Closing on the Closing Date at the offices of TingleMerrett LLP, or at such other place as may be agreed upon by the parties.

6.2 Deliveries at the Closing

At the Closing, the Corporation shall: issue the certificates representing the Purchased Shares and Warrants; issue the Debentures and the Security; and deliver such other documents as are required or contemplated to be delivered by the Corporation or the Corporation's counsel pursuant to this Agreement, the Debentures or the Security, and the Investors shall pay the Aggregate Subscription Price and advance the principal amounts specified in section 2.1 and shall deliver such documents as are required or contemplated to be delivered by the Investors or the Investors' legal counsel pursuant to this Agreement.

ARTICLE 7
GENERAL MATTERS

7.1 Confidentiality

If the transactions contemplated by this Agreement are not completed, neither Investor shall, except as contemplated below, directly or indirectly, use for its own purposes or communicate to any other Person any confidential information or data relating to the Corporation, any Subsidiary or to their businesses which become known to the Investors, their accountants, legal advisors or representatives as a result of the Corporation making the same available in connection with the transactions contemplated hereby. The foregoing shall not prevent the Investors from disclosing or making available to their accountants, professional advisors and bankers and other lenders, whether current or prospective, any such information or data, provided that such parties are informed of the confidential nature of such information and agree to abide by the same obligations as the Investor described in the preceding sentence.

7.2 Public Notices

No press release or other announcement concerning the transaction contemplated by this Agreement shall be made by the Corporation or its Subsidiaries or by the Investors without the prior written consent of the other (such consent not to be unreasonably withheld) provided, however, that any party may, without such consent, make such disclosure if the same is required by a Governmental Authority having jurisdiction over such party or any of its Affiliates. If such disclosure is required, the party making the disclosure shall use reasonable efforts to give prior oral or written notice to the other and the parties shall in good faith attempt to agree upon the language and timing of such disclosure; provided that if such prior notice is not possible, the party making the disclosure shall give such notice immediately following the making of such disclosure.

7.3 Assignment

Except as provided in this section, no party may assign its rights or benefits under this Agreement. Each Investor may, at any time prior to the Time of Closing:

7.3.1 assign any or all of its rights and benefits under this Agreement to any Person if:

7.3.1.1 the Corporation's prior written consent has been obtained; and

7.3.1.2 the assignee delivers to the Corporation an instrument in writing executed by the assignee confirming that the representations and warranties given by the Investors are true and accurate with respect to such assignee and that it is bound by and shall perform all of the obligations of that Investor under this Agreement as if it were an original signatory;

7.3.2 assign any or all of its rights and benefits under this Agreement to any Affiliate of that Investor who delivers an instrument in writing to the Corporation similar to the one contemplated by section 7.3.1.2;

provided that no assignment contemplated above shall relieve the assigning Investor of its obligations under this Agreement. In the event of an assignment contemplated above, any reference in this Agreement to "Investor" or "Investors" shall be deemed to include the assignee.

7.4 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid mail, by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if mailed by prepaid mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth Business Day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

(a) if to the Corporation:

Big Sky Farms Inc.
Box 610, 905-5th Avenue
Humboldt, Saskatchewan, S0K 2A0
Attention: President
Fax: (306) 682-5042

with a copy to:

McKercher, McKercher & Whitmore, LLP
Barristers & Solicitors
374 Third Avenue South,
Saskatoon, Saskatchewan S7K 1M5
Attention: Paul D. Grant
Fax: (306) 653-2669

(b) if to FCCV:

FCC Ventures, a division of Farm Credit Canada
3820, 700 - 2nd Street SW
Calgary AB T2P 2W2
Attention: Vice President, Venture Capital
Fax: (403) 292-8621

with a copy to:

TingleMerrett, LLP
1250, 639 - 5th Avenue S.W.
Calgary, Alberta T2P 0M9
Attention: Catherine M. Merrett
Fax: (403) 571-8008

(c) if to Golden:

Golden Opportunities Fund Inc.
1300-410 22nd Street East
Saskatoon, SK S7K 5T6
Attention: Ulrich Felbermayr, Senior Investment Manager
Fax: (306) 652-8186

with a copy to:

Scharfstein Gibbings Walen & Fisher LLP
500, 111 – 2nd Avenue South
Saskatoon, Saskatchewan S7K 1K6
Attention: James M. Scharfstein
Fax: (306) 652-4747

The failure to send or deliver a copy of a notice to the Investors' counsel or to the Corporation's counsel, as the case may be, shall not invalidate any notice given under this section.

7.5 Time of Essence

Time is of the essence of this Agreement.

7.6 Binding Effect

This Agreement shall be binding upon the Corporation and its successors and permitted assigns and shall enure to the benefit of the Investors and their successors and assigns.

7.7 Further Assurances

Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

7.8 Counterparts

This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

BIG SKY FARMS INC.

by: ______________________________
Name: Florian Possberg
Title: President & CEO

by: ______________________________
Name: Casey Smit
Title: Vice-President, Nutrition

FCC VENTURES, a division of FARM CREDIT CANADA

by: ______________________________
Name:
Title:

by: ______________________________
Name:
Title:

GOLDEN OPPORTUNITIES FUND INC.

by: ______________________________
Name:
Title:

by: ______________________________
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

BIG SKY FARMS INC.

by: ______________________________
Name:
Title:

by: ______________________________
Name:
Title:

FCC VENTURES, a division of FARM CREDIT CANADA

by: ______________________________
Name: Aki Georgacacos
Title: Managing Director

by: ______________________________
Name:
Title:

GOLDEN OPPORTUNITIES FUND INC.

by: ______________________________
Name:
Title:

by: ______________________________
Name:
Title:

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

BIG SKY FARMS INC.

by: ______________________________
Name:
Title:

by: ______________________________
Name:
Title:

FCC VENTURES, a division of FARM CREDIT CANADA

by: ______________________________
Name:
Title:

by: ______________________________
Name:
Title:

GOLDEN OPPORTUNITIES FUND INC.

by: ______________________________
Name:
Title:

by: ______________________________
Name: GRANT KOOK
Title: CHAIRMAN & CEO

SCHEDULE 1.1.27

Permitted Encumbrances

"Permitted Encumbrances" means any of the following liens, privileges, charges, encumbrances or other rights:

(a) liens or privileges for taxes, assessments, rates, duties, levies or governmental fees or charges (in connection with the Corporation or its Affiliates, which as a matter of law would be entitled to priority over the charges and security interests created by this Agreement);

   (i) which are not at the time due; or

   (ii) which are due but the validity of which is being contested in good faith at the time and in respect of which the Corporation or an Affiliate has furnished such security as the Investors may reasonably require;

(b) easements, rights-of-way, servitudes or other similar rights in land (including, without limitation, party wall agreements and easements, rights-of-way and servitudes for railways, sewers, drains, steam, gas and oil pipe lines, gas and water mains, electric light and power and telephone or telegraph lines or cables for television and other forms of communication, conduits, cables, wires and other incidental equipment) granted to or reserved or taken by other Persons which in the opinion of the Investors will not in the aggregate materially and adversely impair or interfere with the use of the property for the purposes for which it is held and mortgages of or other liens and encumbrances against the said easements, rights-of-way, servitudes or other similar rights in land;

(c) reservations in any original grants from the Crown of any land or interests therein, statutory exceptions to title, and reservations of mineral rights (including without limitation coal, oil and natural gas) in any grants from the Crown or from any other predecessors in title;

(d) securities to public utilities or to any municipalities or governmental or other public authorities when required by the utility, municipality, governmental or other public authority in connection with the supply of services or utilities to the Corporation or its Affiliates;

(e) such liens, charges and encumbrances on equipment as may be granted by the Corporation and/or an Affiliate to an equipment (as that term is defined in the PPSA) vendor or lessor in the normal course of the Corporation's or such Affiliates business, in connection with the purchase or lease of such equipment, or a purchase money security interest granted to or otherwise reserved or taken by another Person who gives value for the purpose of enabling the Corporation or an Affiliate to acquire rights in such equipment;

(f) all security now or hereafter granted to secure Senior Debt; and

(g) without limiting the generality of the foregoing, all security described in Schedule 3.1.16 and/or 3.1.18 that is registered against the, or any of the, Real Property or Leased Property described in such Schedules and all security interests that are registered in the Saskatchewan Personal Property Registry against the Corporation or its Affiliates as at the date hereof as set forth in the Search Results (search numbers 200121963, 200121943 and 200121756) provided to the Investors prior to the date of the Investment Agreement.

SCHEDULE 1.1.32

Senior Lenders and Senior Credit Facilities, etc.

"**Administrative Agent**" means BNS in its role as administrative agent for the Senior Lending Syndicate, and any successor administrative agent appointed in accordance with the Senior Credit Agreement;

"**BNS**" means The Bank of Nova Scotia

"**Senior Credit Agreement**" means the third amended and restated credit agreement between the Corporation, Drycast Systems Inc. and Big Sky Management Consulting Corp., the Senior Lending Syndicate and the Administrative Agent, made as of 14 July 2006, which amended and restated a second amended and restated credit agreement dated as of 22 August 2005 which was itself an amendment and restatement of an amended and restated credit agreement dated as of 26 June 2002 as amended from time to time, including as amended by a first amending agreement and consent made as of 16 September 2002, a memorandum dated 8 November 2002, a second amending agreement made as of 13 December 2002, a third amending agreement and consent made as of 16 May 2003, a fourth amending agreement made as of 30 June 2003, a letter agreement dated 15 September 2003, a letter agreement dated 18 November 2003, a fifth amending agreement and consent made as of 31 January 2004, a letter agreement dated 28 April 2004, a letter agreement dated 25 June 2004, a letter dated 29 October 2004, a sixth amending agreement and consent made as of 31 October 2004 and a letter agreement dated 7 January 2005, which was in turn an amendment and restatement of a credit agreement dated as of 1 September 2000 as amended, and as the same may from time to time be further amended or restated and additionally includes all "Loan Documents" as defined therein and any other loan or credit agreement that is entered into in accordance with the provisions of the Investment Agreement by the Corporation and any of its Affiliates with the same or any other financial institution or institutions in substitution or replacement for such Senior Credit Agreement;

"**Senior Credit Facilities**" means all credits or credit facilities from time to time outstanding or available to the Corporation and/or its Affiliates under the Senior Credit Agreement;

"**Senior Debt**" means:

(a) all "Obligations" under and as defined in the Senior Credit Agreement, to a maximum of one hundred million ($100,000,000.00) dollars;

(b) the indebtedness of the Corporation under the Maple Leaf Debenture, but only until such time as the Maple Leaf Debenture is redeemed or converted into Common Shares in accordance with its terms as contemplated by sections 5.4.3 and 5.6.1 of the Investment Agreement;

(c) the indebtedness of the Corporation to Her Majesty the Queen in Right of Saskatchewan as represented by the Minister of Agriculture, Food and Rural Revitalization, pursuant to the short-term hog loan program agreement between the Corporation and said Minister dated 6 December 2002, as amended, restated, supplemented or replaced from time to time, which indebtedness as at the date hereof does not exceed $3,246,834;

(d) without duplication of any of the foregoing, any indebtedness or obligations now or hereafter incurred by the Corporation or any Affiliate for which security is granted or taken that constitutes a Permitted Encumbrance; and

(e) any other indebtedness or obligations now or hereafter incurred by the Corporation or any Affiliate which the Investors agree in writing is to be considered Senior Debt for the purposes hereof;

"**Senior Lenders**" means the Senior Lending Syndicate and any other Person to whom Senior Debt is now or hereafter owed by the Corporation or any of its Affiliates;

"**Senior Lending Syndicate**" means the "Lenders" from time to time under, and as defined in, the Senior Credit Agreement, which Lenders include, as at the date hereof, BNS, the Bank of Montreal, National Bank of Canada and Farm Credit Canada.

SCHEDULE 2.2

Part I - Form of Subscription Agreement

SUBSCRIPTION AGREEMENT

To: Big Sky Farms Inc. (the "Corporation")

[FCC VENTURES, A DIVISION OF FARM CREDIT CANADA / GOLDEN OPPORTUNITIES FUND INC] (the "**Investor**") hereby irrevocably subscribes for and agrees to purchase (the "**Subscription**") Four-Hundred and eleven thousand- seven hundred and sixty-five (411,765) Common Shares (the "**Shares**") in the capital stock of the Corporation, at and for a subscription price of $8.50 per share for an aggregate subscription price of Three-million-five-hundred thousand ($3,500,000.) dollars, payment of which accompanies this Subscription; and in connection therewith the Investor hereby represents and warrants to and in favour of the Corporation that the Investor:

(a) is duly incorporated and organized, and is validly existing and in good standing under the laws of its jurisdiction of incorporation;

(b) has the requisite power and capacity to enter into, and to perform its obligations under, this Subscription Agreement; the Subscription has been duly authorized by all necessary action; and this Subscription Agreement has been duly executed and delivered and is a valid and binding obligation of the Investor, enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies; and

(c) is an "accredited investor" as defined in Paragraph 1.1 of National Instrument 45-106 and is acquiring the Shares as principal for its own account

AND THE CORPORATION, by executing this Subscription Agreement, hereby accepts the Subscription and agrees to issue the Shares to and in the name of the Investor on and as of the effective date hereof, and in connection therewith the Corporation hereby represents and warrants to the Investor that:

(a) the Corporation is duly incorporated and organized, and is validly existing and in good standing under the laws of its jurisdiction of incorporation;

(b) the Corporation has the requisite power and capacity to enter into, and to perform its obligations under, this Subscription Agreement; the issuance of the Shares hereunder has been duly authorized by all necessary action; and this Subscription Agreement has been duly executed and delivered and is a valid and binding obligation of the Corporation, enforceable in accordance with its terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies; and

(c) when issued the Shares shall be issued and outstanding as duly authorized, validly issued, fully paid and non-assessable Common Shares in the capital stock of the Corporation shares.

AND EACH OF THE INVESTOR AND THE CORPORATION further acknowledge that this Subscription Agreement is made and entered into pursuant to the terms of an Investment Agreement made as of the 2nd day of October 2006 (the "**Investment Agreement**") between the Corporation, the Investor and **[Golden Opportunities Fund Inc / FCCV, a Division of Farm Credit Canada]**, that all words and phrases used but not otherwise defined herein shall have the respective meaning ascribed thereto in the Investment Agreement and that all covenants, representations and warranties in the Investment Agreement shall survive the execution and delivery of this Subscription Agreement and the issuance of the Shares to the Investor hereunder and shall continue in accordance with section 3.3 of the Investment Agreement.

IN WITNESS WHEREOF the Investor and the Corporation have executed and delivered this Subscription Agreement effective the ________ day of ___________, 2006.

[name of Investor]

Per: ______________________

Per: ______________________

BIG SKY FARMS INC.

Per: ______________________

Per: ______________________

SCHEDULE 2.2

Part II - Form of Warrant Certificate

Unless permitted under securities legislation, the holder of this security must not trade the security, or the underlying securities into which this security may be exchanged, before the date that is 4 months and a day after the later of (i) [the Closing Date], **and (ii) the date the issuer became a reporting issuer in any province or territory.**

BIG SKY FARMS INC.

WARRANT CERTIFICATE

Date of Grant: [•], 2006 **Certificate No.: W-00•**

THIS CERTIFIES that **[FCC VENTURES. a division of FARM CREDIT CANADA / GOLDEN OPPORTUNITIES FUND INC]** (the "**Holder**") is the registered holder of warrants (the "**Warrants**") entitling the Holder to subscribe for and purchase up to a maximum of **TWENTY-FIVE THOUSAND, SEVEN HUNDRED AND THIRTY-FIVE (25,735)** Common Share (each, a "**Common Share**") in the capital of Big Sky Farms Inc. (the "**Corporation**"), upon and subject to the terms and conditions hereafter set forth.

<u>Exercise of Warrants</u>

1. The Warrants shall only be exercisable in the event that the Corporation issues, at any time on or prior to the first anniversary of the date of grant of the Warrants, Common Shares at a price below $8.50 per share (or Convertible Securities having an Exercise Price below $8.50 per share), other than Common Shares issued pursuant to any of the Convertible Securities referred to in Section 2 hereof, in which event the maximum number of Common Shares that may be purchased pursuant to the Warrants shall be that number determined in accordance with the following formula:

   X equals (3,500,000 divided by Y) minus 411,765

   Where:

   X is the maximum number of Common Shares that may be purchased by the Holder; and

   Y is the greater of $8.00 and the Weighted Average Price of any Common Shares that are issued (or reserved for issue pursuant to any Convertible Securities that are issued) by the Corporation, other than Common Shares issued pursuant to any of the Convertible Securities referred to in Section 2 hereof, during the period from and after the date of grant of the Warrants and on or prior to the first anniversary of such date of grant.

   For the purposes of the foregoing:

   "Convertible Security" means an option, warrant, convertible debenture or other security of the Corporation that entitles or requires the holder to acquire Common Shares of the Corporation (whether by way of purchase or by converting or exchanging, in whole or in part, such security for Common Shares of the Corporation), but excluding the Warrants hereunder or the warrants granted concurrently herewith to **[Golden Opportunities Fund Inc. / FCC Ventures, a Division of Farm Credit Canada];**

"Exercise Price" means, as applicable, the exercise price at which the holder of a Convertible Security is entitled or may be required to purchase Common Shares pursuant to such Convertible Security, or the conversion, exchange or like price at which a Convertible Security is convertible into or exchangeable for Common Shares; and

"Weighted Average Price" means the aggregate subscription price for all Common Shares that are issued (other than Common Shares issued pursuant to any of the Convertible Securities referred to in Section 2 hereof) plus the aggregate Exercise Price of all Common Shares that are reserved for issue pursuant to Convertible Securities that are issued, after the date of grant of the Warrants and on or prior to the first anniversary of such date of grant; divided by the total number of Common Shares that are so issued or reserved for issue pursuant to such Convertible Securities.

2. Common Shares issued pursuant to the exercise of stock options or pursuant to the exercise of conversions rights under the Maple Leaf Debenture as described in notes 2 and 3 of Appendix B to Schedule 3.1.5 of the Investment Agreement made between, *inter alia*, the Corporation and the Holder as of October 2, 2006 shall not be counted in determining the number of Common Shares that may be acquired by the Holder upon the exercise of the Warrants hereunder.

3. The price payable for each Common Share upon the exercise of the Warrants will be one-tenth of one cent ($0.001) in Canadian currency (the "**Subscription Price**").

4. Notwithstanding any other provision hereof, any Warrants that have not been exercised in accordance with the terms hereof shall expire and be of no further force or effect as of 5:00 PM (Saskatoon time) on **[insert here the first Business Day that is 90 days following the first anniversary date of the Closing Date under the Investment Agreement]**, 2008 (the "**Expiry Time**"):

5. The Warrants may be exercised at any time after the first anniversary of the date of grant of the Warrants and prior to the Expiry Time, in a single exercise, only by the Holder delivering to the Corporation at 905 – 5th Avenue, P.O. Box 610, Humboldt, Saskatchewan (or at such other address in Saskatchewan as may from time to time be directed by the Corporation):

   (a) this Warrant Certificate, with the subscription form attached hereto as Appendix "A" (the "**Subscription Form**") duly completed and signed by the Holder; and

   (b) payment of the Subscription Price in respect of the Common Shares to be issued upon such exercise, which Subscription Price shall be paid by cash, cheque, or other instrument acceptable to the Corporation.

6. Subject to any applicable adjustments provided for herein, upon exercise of the Warrants by the Holder in accordance with the foregoing provisions hereof, the Corporation shall issue to the Holder the number of Common Shares subscribed for and shall deliver to the Holder as soon as reasonably possible thereafter, and in any event not later than ten (10) business days after the exercise of the Warrants, a share certificate for the Common Shares so issued. For greater certainty, the Common Shares issued upon the exercise of the Warrants shall and shall be deemed to have been issued and the Holder shall and shall be deemed to be the holder of such Common Shares on the date Corporation actually receives the documents and funds referred to in section 5 hereof, notwithstanding any failure to deliver, or any delays in the in the delivery of, the certificates for such Common Shares..

<u>Transfer, Loss of Warrants and rights as Shareholder</u>

7. The Warrants are non-transferable and non-assignable by the Holder except with the prior consent of the Corporation, which consent shall not be unreasonably withheld, provided that the Corporation may withhold its consent to any transfer or assignment of the Warrants unless and until the it has been provided by the Holder with such evidence as may be reasonably requested by the Corporation to confirm that such transfer or assignment is not prohibited by the applicable securities laws of any jurisdiction and provided that the Corporation shall not be obligated to issue any Common Shares or other securities to any Person unless such Person has executed a counterpart of, or otherwise agreed in writing in a form satisfactory to the Corporation to be bound by, the Shareholders' Agreement in respect of the Corporation dated •, 2006, as the same may hereafter be amended in accordance with its terms.

8. If this Warrant Certificate is stolen, lost, mutilated or destroyed, the Corporation may, subject to such reasonable terms as to indemnity or otherwise as it may impose in its discretion, issue a new Warrant Certificate of similar denomination, tenor, and date.

9. The Warrants and this Warrant Certificate do not entitle the Holder to any rights whatsoever as a shareholder of the Corporation.

Adjustments

10. In the event:

(a) of any subdivision, consolidation, or other change in the number of Common Shares of the Corporation at any time while any Warrants remain outstanding into a greater or lesser number of Common Shares, on any exercise of such Warrants subsequent to such change, the Corporation shall deliver, and the Holder shall accept, without the Holder making any additional payments or giving any other consideration therefor, in lieu of the number of Common Shares in respect of which Warrants are then being exercised, such greater or lesser number of Common Shares of the Corporation as would result from said subdivision, consolidation or other change had the Warrants been exercised before such subdivision, consolidation or change;

(b) of any reclassification of the Common Shares of the Corporation at any time while any Warrants remain outstanding into another class or series of shares of the Corporation, on any exercise of such Warrants subsequent to such reclassification, the Corporation shall deliver, and the Holder shall accept, in lieu of the number of Common Shares in respect of which Warrants are then being exercised, the number of shares of the Corporation of the appropriate class or series resulting from such reclassification as the Holder would have been entitled to receive in respect of the number of Common Shares in respect of which Warrants are then being exercised had the Warrants been exercised prior to such reclassification; or

(c) that the Corporation, at any time while any Warrants remain outstanding, distributes to the holders of all or substantially all of the Common Shares in the capital of the Corporation any:

(i) class of shares, securities or other rights,

(ii) evidence of indebtedness, or

(iii) property (excluding cash dividends paid in the ordinary course), on any exercise of such Warrants subsequent to such distribution, the number of Common Shares and/or other securities or property to be issued by the Corporation shall be appropriately adjusted such that the Holder receives, in addition to or in lieu of, as applicable, the Common Shares that it would otherwise be entitled to hereunder, such shares, securities other rights, evidence of indebtedness or property as the Holder would have received had the Warrants been exercised immediately prior to such distribution, provided that the provisions of this subsection 10(c) shall not apply where the Holder was entitled to participate in such distribution on substantially the same terms that the holders of Common Shares were entitled to participate in such distribution.

11. The adjustments contemplated by Section 10 shall be cumulative and shall apply to successive events giving rise to adjustments as contemplated by said Section 10 (an "**Adjustment Event**"). All adjustments shall be determined by the board of directors of the Corporation (the "**Board**") in good faith and as soon as reasonably possible following each Adjustment Event the Corporation shall prepare and deliver to the Holder a certificate specifying the nature of the Adjustment Event and the type and amount of adjustments to the Warrants hereunder resulting from such Adjustment Event. The determination of the Board in this regard, as set forth in such certificate, shall be final and binding upon the Corporation and the Holders.

Capital Reorganization

12. In the event that at any time while any Warrants remain outstanding the Corporation undergoes a capital reorganization (a "**Capital Reorganization**"), in that:

(a) the Corporation consolidates, amalgamates or merges with or into another corporate entity and it results in the Corporation's outstanding Common Shares being reclassified or replaced with shares or other securities of the corporate entity that results from such consolidation, amalgamation or merger;

(b) one or more of the Corporation's shareholders sell a controlling interest in the Corporation to another corporate entity in exchange for securities or other property in that corporate entity; or

(c) the Corporation's undertaking or assets are transferred as an entirety, or substantially as an entirety, to another corporate entity,

the Holder, upon subsequently exercising Warrants hereunder, will be entitled to receive and will accept in lieu of the Common Shares it was entitled to receive, the aggregate number of shares, other securities, or other property to which the Holder would have been entitled from the Capital Reorganization if the Holder had exercised the Warrants before the Capital Reorganization and the Holder had participated in the Capital Reorganization and, in connection therewith, the following provisions shall apply:

(d) the Corporation will provide the Holder with as much advance notice of any Capital Reorganization as is reasonably practicable. At a minimum, the Corporation will notify the Holder before the record date for the Capital Reorganization; and

(e) the Corporation will make reasonable efforts to ensure that any other corporate entity which is a party to the Capital Reorganization will be obligated, along with the Corporation, to issue a replacement Warrant Certificate. Such new Warrant Certificate will reflect the Holder's entitlement as a result of the Capital Reorganization, such that the Holder's rights and privileges are directly extended by any successor corporate entity, or any parent or controlling corporate entity, that results from such Capital Reorganization.

No Fractional Shares

13. No fractional Common Shares or other fractional shares or securities shall be required to be issued hereunder, but where the Holder would otherwise be entitled to acquire or accept a fractional Common Share or fractional other share or security, the number of Common Shares or other shares or other securities that the Holder is entitled to receive, and shall be required to accept, shall be rounded to the nearest whole number.

Representations and Warranties

14. The Corporation represents and warrants that it is duly authorized to create and deliver the Warrants and to issue the Common Shares that may be issued hereunder and that this Warrant Certificate, when signed by the Corporation as herein provided, will be a valid obligation of the Corporation enforceable against the Corporation in accordance with the provisions hereof. The Corporation hereby covenants and agrees that, subject to the provisions hereof, it will cause the Common Shares from time to time duly subscribed for and purchased in the manner herein provided, and the certificates evidencing such Common Shares, to be duly issued and delivered, and that at all times up to and including the Expiry Time, while the Warrants remain outstanding, it shall have sufficient Common Shares as part of its authorized capital to satisfy its obligations hereunder should the holder determine to exercise the Warrants. Shares issued upon the exercise of the Warrants may bear such legend or legends as to transfer as may be considered necessary by the Corporation and its counsel, acting reasonably. All Common Shares issued upon the exercise of the right of purchase herein provided (upon payment therefore of the amount at which such Common Shares may at the time be purchased pursuant to the provisions hereof), shall be issued as fully paid and non-assessable Common Shares and the holders thereof shall not be liable to the Corporation or its creditors in respect thereof.

General Provisions

15. Time is of the essence hereof.

16. The Warrants and the rights and obligations of the Corporation and the Holder hereunder shall be governed by and interpreted in accordance with the laws of Saskatchewan and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the Corporation by its proper and duly authorized officers has executed this Warrant Certificate as of •, 2006.

BIG SKY FARMS INC.

Per: ______________________________

Per: ______________________________

APPENDIX "A"
SUBSCRIPTION FORM

TO: BIG SKY FARMS INC..

The undersigned Holder of Warrants as described in the Warrant Certificate to which this Subscription Form is attached, hereby subscribes for ________ Common Shares in the capital of Big Sky Farms Inc. (the "Corporation") at and for a Subscription Price of $0.001 per Common Share, for an aggregate Subscription Price of $______________, and otherwise on and subject to the terms and conditions referred to in the Warrant Certificate. In accordance with the conditions of the Warrant Certificate, the Holder encloses herewith payment of the aforesaid Subscription Price.

And the undersigned Holder hereby directs that the Common Shares hereby subscribed for be issued and registered in the name of the Holder and that the Certificate in respect thereof be delivered to the following address:

Street Address:___________________________________

City / Town:_____________________________________

Province or Territory:________________ Postal Code:_____________

DATED this ___ day of _____________, 200_.

____
Name of Holder (please print)

____
Signature

SCHEDULE 2.3

Form of Debenture

SCHEDULE 3.1.5

Capital of the Corporation and Subsidiaries

Appendix A to Schedule 3.1.5

ISSUED AND OUTSTANDING SHARES OF THE CORPORATION AND ITS AFFILIATES

Big Sky Farms Inc.

Ownership of its Capital Stock:	see Appendix A attached
Capital Stock it owns:	- 100 Class "A" shares held beneficially and of record by Big Sky Farms Inc. . in each of the following wholly owned subsidiaries: • Drycast Systems Inc. • Big Sky Management Consulting Corp. • 101015902 Saskatchewan Ltd. - Fluctuating interests in SPI Marketing Group Inc. (being a co-operative marketing agency for Saskatchewan hog producers) - 2,740 common shares of Golden Sunrise Foods Inc. and 1,274,100 limited partnership units of Golden Sunrise Foods Limited Partnership (representing 27.40% of the outstanding shares and limited partnership units in each of these two entities)
Nature of Business:	ownership, development and operation of hog production facilities and the production and marketing of hogs
Head Office:	905 - 5th Avenue, P.O. Box 610, Humboldt, SK S0K 2A0
Chief Executive Office:	same as head office

Drycast Systems Inc.

Ownership of its Capital Stock:	100 Class "A" shares held beneficially and of record by Big Sky Farms Inc.
Capital Stock it owns:	Nil.
Nature of Business:	manufacture of concrete products and other materials for hog barns
Head Office:	Same as Big Sky Farms Inc.
Chief Executive Office:	same as head office

Big Sky Management Consulting Corp.

Ownership of its Capital Stock:	100 Class "A" shares held beneficially and of record by Big Sky Farms Inc.
Capital Stock it owns:	Nil
Nature of Business:	Management and business consulting services to other companies and entities in the hog and/or pork industries
Head Office and Chief Executive Office:	Same as Big Sky Farms Inc.

101015902 Saskatchewan Ltd.

Ownership of its Capital Stock:	100 Class "A" shares held beneficially and of record by Big Sky Farms Inc.
Capital Stock it owns:	Nil
Nature of Business:	The sole business of this company is to hold stock options and related rights granted, beneficially, to directors, officers, employees and/or consultants of the Borrower under its stock option and management incentive plans
Property:	This company does not beneficially own any property.

APPENDIX B
TO SCHEDULE 3.1.5

BIG SKY FARMS INC. - CAPITAL STOCK

Name of Registered Shareholder		Number of Common Shares
Investment Saskatchewan Inc.		4,400,000
Crown Life Insurance Company		2,325,000
Saskatchewan Government Growth Fund III Ltd.		1,263,360
B & F Holdings Ltd. ("**B&F**") (Note 1)		645,718
Porcan Developments Inc. ("**Porcan**") (Note 1)		52,056
Union Securities Ltd. ITF Michael Deutscher		9,000
Scotia Capital Inc. ITF Patricia Deutscher		3,000
Foothill Holdings Ltd. ("**Foothill**") (Note 1)		55,953
Nesbitt Burns ITF Casey Smit		12,900
Nesbitt Burns ITF Laurie Anne Smit		17,100
Big Sky Employee's Fund Inc.		340,702
Saskatchewan Indian Equity Foundation		443,703
Animal Management Services and Pet Clinic Ltd. ("**AMSP**") (Note 1)		67,953
Harding Swine Veterinary Services Ltd. ("**HSVS**") (Note 1)		67,953
"KSS Shareholders"		67,422
Brian Banadyga	3,000	
Brian Geck	1,365	
Allan Geck	300	
Bruce Gibb	1,500	
Bill Gwilliam	8,181	
Allan Leitch	1,365	
Scotia Capital Inc., ITF Karen McChesney, RRSP AC: 486-03223-14	2,850	
Scotia Capital Inc., ITF Morris McChesney, RRSP AC: 486-03224-13	2,850	
Laurentian Trust of Canada, ITF Warren McChesney, RRSP #B055383	8,184	
Laurentian Trust of Canada Inc., ITF Candace Patrick, RRSP #B052643	6,819	
Laurentian Trust of Canada Inc. ITF Kelly Patrick, RRSP #B055381	2,814	
Kelly Patrick	4,005	
Mickey Patrick	5,457	
Keith Pladson	3,000	
Bill Sowa	10,275	
Dale Swartz	5,457	
Cliff Wiegers		90,000
Wiegers Holdings Ltd.		8,280
Total Common Shares Outstanding (non-diluted)		**9,870,100**
Common Shares reserved under Maple Leaf Debenture		615,764
Common Shares reserved under Stock Option Plan		826,900
		1,442,664
Total Common Shares Outstanding (fully-diluted)		**11,312,764**

Notes:

1. B&F, Foothill, AMSP and HSVS are controlled by, respectively, Florian Possberg, Michael Deutscher (and former partners of Mr. Deutscher's former chartered accountancy firm), James Sawatsky and John Harding, who may be considered the founders of the Corporation. Florian Possberg is the President and CEO and Michael Deutscher is the Senior VP and CFO of the Corporation. James Sawatsky and John Harding no longer hold any office with the Corporation and are not active in the Corporation. Porcan is controlled, indirectly, by Florian Possberg as to 45%, Michael Deutscher as to 25% and James Sawatsky and John Harding as to 15% each.

2. The Corporation issued Mitchell's Gourmet Foods Inc. a $5,000,000 secured convertible debenture (the "Maple Leaf Debenture") effective November 10, 1998, which was assigned to Maple Leaf Foods Inc. ("Maple Leaf") effective October 1, 2005. The debenture matures November 10, 2008 but may be redeemed at any prior time on 90 days notice. Maple Leaf may convert the whole or any part of the debenture into Common Shares at a conversion price of $8.12 per share at any time on or prior to the earlier of 30 days after the maturity date or within 60 days of its receipt of a notice from the Corporation that it intends to redeem the debenture.

3. The following summarizes all options currently outstanding under the Officers, Directors and Employee stock option plan that was adopted by the Borrower in June, 2001 (the "Stock Option Plan" or "Plan"):

Holder	Number	Date of Grant	Expiry Date	Exercise Price	Phantom Price
Florian Possberg	316,900	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Michael Deutscher	200,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Casey Smit	60,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Ed Weninger	25,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Richard Johnson	25,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Cliff Ehr	25,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Dean Possberg	10,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Daryl Possberg	10,000	June 19,2001	June 30,2010	$4.00 per share	$3.51 per share
Brian Griffin	10,000	June 30,2001	June 30,2011	$4.28 per share	$3.79 per share
Lorianne Earis	10,000	June 30,2001	June 30,2011	$4.28 per share	$3.79 per share
Daryl Possberg	10,000	June 30,2001	June 30,2011	$4.28 per share	$3.79 per share
Al Lanfermann	30,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Denys Robidoux	30,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Daryl Possberg	20,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Dean Possberg	5,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Ernie Patrick	5,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Lorianne Earis	5,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Brian Griffin	5,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Curtis Possberg	15,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
Colin Pratt	10,000	May 15,2006	June 30,2015	$8.50 per share	$5.08 per share
	826,900				

The exercise price on the options granted May 15, 2006 will be reduced if at any time prior to the end of the Corporation's fiscal year ending June 30, 2007 the Corporation issues any Common Shares at a price below $8.50 (other than Common Shares that may be issued pursuant to previously granted stock options and/or other convertible securities outstanding as at the date of the grant, and/or other than Shares that may be issued under the Corporation's Employee Share Purchase Program), in which case the exercise price of the options shall be reduced to the greater of $8.00 and the weighted average price of the Shares so issued;

Pursuant to the Plan, every individual who at the time an option is granted is a director, officer or employee of the Corporation or its affiliates (an "Eligible Participant") is eligible to receive options under the Plan, provided that the Corporation has the right in its sole discretion to determine which Eligible Participants are to be granted options and, subject to the terms of the Plan, the terms and conditions attaching to such options. At the time the Stock Option Plan was adopted, the Corporation, together with a wholly owned subsidiary - 101015902 Saskatchewan Ltd. (the "Trustee") - and 101015904 Saskatchewan Ltd. ("PutCo"), entered into a series of agreements, including a stock option agreement and deed of trust (the "Deed of Trust') between the Corporation and the Trustee, a put agreement (the "Put Agreement") between PutCo, the Trustee and the Corporation, and a capital contribution and option agreement (the "Capital Contribution Agreement") between the Corporation, PutCo and Mr. Paul Grant (who is the sole shareholder, director and officer of PutCo). All of these agreements are dated June 19, 2001, as subsequently amended and restated, and were entered into in order to implement a Management Incentive Program (the "Incentive Program") that operates in conjunction with and ancillary to the Stock Option Plan. Pursuant to the Deed of Trust, all currently outstanding options under the Plan were granted (and future options may be granted) to the Trustee who holds such options as bare trustee and for the benefit of the relevant Eligible Participants to whom the options are beneficially granted (the "Beneficial Holders"). Pursuant to the Put Agreement, so long as the Common Shares of the Corporation are not listed on a recognized stock exchange, the Trustee has the right (the "Put Right") at its option (and shall if directed by the relevant Beneficial Holder) to sell the options on behalf of the Beneficial Holder to PutCo at a price equal to the difference between the Modified Book Value (as that term is defined in the Put Agreement) of the Corporation's Common Shares at the time the relevant option was granted by the Corporation and the Modified Book Value of the Corporation's Common Shares at the time the Put Right is exercised. For these purposes, the Modified Book Value of the Corporation's Common Shares on the dates the respective options were granted was the Phantom Prices referred to in the above table. Pursuant to the Capital Contribution Agreement, the Corporation has agreed to advance to PutCo up to the full purchase price for any options it purchases under the Put Agreement, which advances, unless otherwise agreed, will be advanced by the Corporation to PutCo as loans which are repayable, with interest at prime plus 2%, on demand and secured by all of the present and after acquired assets of PutCo. Also pursuant to this Capital Contribution Agreement, Mr. Grant has granted the Corporation an option to acquire all of the outstanding shares of PutCo and has agreed to cause the business and affairs of PutCo to be operated in accordance with various negative and positive covenants.

SCHEDULE 3.1.7

Obligations to Issue Securities

NIL, except pursuant to the Maple Leaf Debenture or stock options as described in Notes 2 and 3 of Appendix B of Schedule 3.1.5.

SCHEDULE 3.1.8

Restrictions on Transfer and Shareholders Agreements

Except for the existing Shareholders' Agreement that will be terminated at Closing and except for the agreements referred to in Schedule 3.1.10, there are no agreements or restrictions that in any way limit or restrict the issuance or sale to the Investors of the Purchased Shares or Debentures.

SCHEDULE 3.1.10

Approvals and Consents

The only consents and approvals required are the following:

1. The consent, pursuant to Section 3.1 of the existing Shareholders' Agreement, of Persons holding, in the aggregate, at least 66 and 2/3s % of the currently outstanding shares of the Corporation on a non-diluted basis. This effectively means that Investment Saskatchewan Inc. ("ISI") and Crown Life Insurance Company ("CLIC") must consent.

2. The agreement, pursuant to subsection 6.8(b) of the existing Shareholders' Agreement, of parties thereto who hold, in the aggregate, not less than 80% of the Shares held by all parties, calculated on a fully diluted basis, including each Shareholder, group of related Shareholders and Securityholder who is entitled to a Board representative pursuant to Section 2.2 or an Observer pursuant to Section 2.5 of the existing Shareholders' Agreement. This effectively means that each of ISI, CLIC, SGGF, Florian Possberg and Michael Deutscher must agree to terminate the existing Shareholders' Agreement

3. The consent of the Senior Lenders under the Senior Credit Agreement.

SCHEDULE 3.1.16

Real Property

Big Sky Hillsley Unit

Inv. # 1	*RM:* Wolverine #340	*Name:*	Hillsley
Use:	600 sow farrow to finish		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel # 113395361 Reference Land Description: NE Sec 19 Twp 35 Rge 23 W2 Extension 0 As described on Certificate of Title 90H09849		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Big Sky PPF 1 Unit

Inv. # 2	*RM:* Wolverine #340	*Name:*	PPF 1
Use:	600 sow farrow to finish		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel # 114461322 Reference Land Description: LSD 9 Sec 08 Twp 36 Rge 23 W2 Ext 2 As described on Certificate of Title 99H04362		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392939	CNV Caveat	05-May-1999	Her Majesty the Queen (Saskatchewan)
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
ii	Surface Parcel # 114461333 Reference Land Description: LSD 10 Sec 08 Twp 36 Rge 23 W2 Ext 3 As described on Certificate of Title 99H04362		
102392939	CNV Caveat	05-May-1999	Her Majesty the Queen (Saskatchewan)
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Big Sky #1 – 2,500 Sow, 3 Site Facility

Inv. # 3	*RM:* Wolverine #340	*Name:*	Merkosky
Use:	Big Sky#1 breeder/farrow barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel # 113393820 Reference Land Description: NW Sec 11 Twp 35 Rge 23 W2 Ext 0 As described on Certificate of Title 97H09269		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392894	CNV Water Corp Notice	15-May- 1997	Saskatchewan Water Corporation
102392726	$5,000,000 CNV Mortgage (see Note 1)	17-November-1998	Maple Leaf Foods Inc
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. # 4	*RM:* Wolverine #340	*Name:*	Krysa
Use:	Big Sky#1 nursery barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel # 113393796 Reference Land Description: NW Sec 10 Twp 35 Rge 23 W2 Ext 0 As described on Certificate of Title 97H09268		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392928	CNV Water Corp Notice	15-May- 1997	Saskatchewan Water Corporation
102392726	$5,000,000 CNV Mortgage (see Note 1)	17-November-1998	Maple Leaf Foods Inc
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. 5#	*RM:* Stanley #215	*Name:*	Lang
Use:	Big Sky #1 Feeder Barn 1		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #143967910 Reference Land Description: NE Sec 07 Twp 23 Rge 09 W2 Ext 0 As described on Certificate of Title 97Y09307		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961719	CNV Easement	03 December 1973	Saskatchewan Telecommunication
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #6	*RM:* Stanley #215	*Name:*	Star
Use:	Big Sky #1 Feeder Barn 2		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #143967897 Reference Land Description: SW Sec 07 Twp 23 Rge 09 W2 Ext 0 As described on Certificate of Title 97Y09309		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #7	*RM:* Wolverine #340	*Name:*	
Use:	Big Sky #1 Manager's Residence		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113393932 Reference Land Description: SE Section 15 Twp 35 Rge 23 W2 Ext 0 As described on Certificate of Title 94H10634B		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392883	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Big Sky #2: 2,500 sow, three site facility (Kelvington/Lintlaw)

Inv. #8	*RM:* Hazel Dell #335	*Name:*	Engdahl
Use:	Big Sky #2 breeder/farrow barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #114046017 Reference Land Description SW Section 03 Twp 35 Rge 09 W2 Ext 0 As described on Certificate of Title 97H08407		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #9	*RM:* Hazel Dell #335	*Name:*	Oryszczyn
Use:	Big Sky #2 nursery barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #120386404 Reference Land Description LSD 11 Sec 23 Twp 35 Rge 09 W2 Ext 9 As described on Certificate of Title 97H08408, Description 9		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102438491	CNV Water Corporation Notice	06 October 1998	Saskatchewan Water Corporation
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
ii.	Surface Parcel #120386426 Reference Land Description LSD 12 Sec 23 Twp 35 Rge 09 W2 Ext 10 As described on Certificate of Title 97H08408, Description 10		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102438491	CNV Water Corporation Notice	06 October 1998	Saskatchewan Water Corporation
102392726	CNV Mortgage	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
iii.	Surface Parcel #120386448 Reference Land Description LSD 13 Sec 23 Twp 35 Rge 09 W2 Ext 11 As described on Certificate of Title 97H08408, Description 11		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102438491	CNV Water Corporation Notice	06 October 1998	Saskatchewan Water Corporation
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
iv.	Surface Parcel #120386460 Reference Land Description LSD 14 Sec 23 Twp 35 Rge 09 W2 Ext 12 As described on Certificate of Title 97H08408, Description 12		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*

102438491	CNV Water Corporation Notice	06 October 1998	Saskatchewan Water Corporation
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
v.	Surface Parcel #120386482 Reference Land Description NW LSD 14 Sec 23 Twp 35 Rge 09 W2 Ext 23 As described on Certificate of Title 97H08408, Description 23		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102438491	CNV Water Corporation Notice	06 October 1998	Saskatchewan Water Corporation
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #10	*RM:* Sasman #336	*Name:*	Clark
Use:	Big Sky #2 Feeder Barn 1		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113275650 Reference Land Description NW Sec 18 Twp 36 Rge 11 W3 Ext 0 As described on Certificate of Title 97H08410		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. 11#	*RM:* Sasman #336	*Name:*	Clearfield
Use:	Big Sky #2 Feeder Barn 2		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113311471 Reference Land Description SE Sec 13 Twp 36 Rge 12 W2 Ext 0 As described on Certificate of Title 97H08409		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Drycast Plant

Inv. #12	City of Humboldt	*Name:*	Slat Plant
Use:	Manufacture of concrete slats and other materials for hog barns		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113883453 Reference Land Description Lot 12 Blk/Par 90 Plan No. 00H08038 Ext 0 As described on Certificate of Title 00H08213		

Int Reg #	Summary Description	Registration Date	Holder
102392827	CNV Personal Property Security Interest	27-Nov-2000	The Bank of Nova Scotia
110191676	$100,000,000 Mortgage	03-Nov-2005	The Bank of Nova Scotia

Big Sky #3: 2,500 sow, three site facility (Preeceville/Sturgis)

Inv. #13	*RM:* Preeceville #334	*Name:*	Sawka
Use:	Big Sky #3 breeder/farrow barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #143250263 Reference Land Description SW Sec 14 Twp 36 Rge 06 W2 Ext 0 As described on Certificate of Title 00Y04478		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961832	CNV Planning and Development Act Caveat	6 July 1998	RM of Preeceville #334
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #14	*RM:* Preeceville #334	*Name:*	North Prairie
Use:	Big Sky #3 nursery barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #142430510 Reference Land Description SW 18 Twp 36 Rge 05 W2 Ext 0 As described on Certificate of Title 00Y04909		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961854	CNV Planning and Development Act Caveat	6 July 1998	RM of Preeceville #334
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #15	*RM:* Preeceville #334	*Name:*	Kopje
Use:	Big Sky #3 Feeder barn 1		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #142104620 Reference Land Description SE Sec 02 Twp 35 Rge 04 W2 Ext 0 As described on Certificate of Title 00Y06422		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #16	*RM:* Preeceville #334	*Name:*	Peterson
Use:	Big Sky #3 Feeder barn 2		
Legal Description(s) and Registered Encumbrances			

i.	Surface Parcel #142104608 Reference Land Description SW Sec 01 Twp 35 Rge 04 W2 Ext 0 As described on Certificate of Title 00Y06406		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Big Sky #4: 6,000 sow, three site facility (Ogema)

Inv. #17	*RM:* Key West 070	*Name:*	Fohr
Use:	Big Sky #4 breeder/farrow barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #108467781 Reference Land Description SW Sec 05 Twp 08 Rge 23 W2 Ext 0 As described on Certificate of Title 00SE15167		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102393154	$100,000,000 CNV Mortgage	01-Nov-2000	The Bank of Nova Scotia

Inv. #18	*RM:* Key West #070	*Name:*	Hudson
Use:	Big Sky #4 nursery barn		
Leased Property – See Schedule 3.1.18			

Inv. #19	*RM: Key West #070*	*Name:*	Bacon
Use:	Big Sky #4 feeder barn 1		
Leased Property – See Schedule 3.1.18			

Inv. #20	*RM: Key West #070*	*Name:*	Iversen
Use:	Big Sky #4 feeder barn 2		
Leased Property – See Schedule 3.1.18			

Inv. #21	*RM: Key West #070*	*Name:*	Linton
Use:	Big Sky #4 feeder barn 3		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #108475735 Reference Land Description NE Sec 25 Twp 08 Rge 22 W2 Ext 0 As described on Certificate of Title 00SE30248		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #22	*RM: Key West #070*	*Name:*	Dunn
Use:	Big Sky #4 feeder barn 4		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #109100179 Reference Land Description NE Sec 09 Twp 09 Rge 22 W2 Ext 1 As described on Certificate of Title 00SE32505 which describes this parcel and other parcels with the same land description tied to this one		

Int Reg #	Summary Description	Registration Date	Holder
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia
ii.	Surface Parcel #109110877 Reference Land Description NE Sec 09 Twp 09 Rge 22 W2 Ext 2 As described on Certificate of Title 00SE32505 which describes this parcel and other parcels with the same land description tied to this one		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #23	*RM: Key West 070*	*Name:*	
Use:	Big Sky #4 feedmill site		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #120383827 Reference Land Description Blk/Par A Plan No. 101342405 Ext 5 As described on Certificate of Title 00SE37642 description 5		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia
108035120	Saskatchewan Watershed Authority Act, 2005-Notice(s.64)	12 May 2003	Saskatchewan Watershed Authority
108058585	Easement Non Mutual (Dominant)	20 May 2003	The Current Dominant Tenement
108129854	Easement Non Mutual	18 June 2003	The Current Dominant Tenement

Big Sky #5: 6,000 sow, three site facility (Rama)

Inv. #24	*RM: Invermay #305*	*Name:*	Korchewski
Use:	Big Sky #5 breeder/farrow barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #143009232 Reference Land Description SW Sec 08 Twp 32 Rge 07 W2 Ext 0 As described on Certificate of Title 01Y05570		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104632343	$100,000,000 CNV Mortgage	08 November 2000	The Bank of Nova Scotia
107887922	Saskatchewan Watershed Authority Act, 2005-Notice(s.64)	16 April 2003	Saskatchewan Watershed Authority

Inv. #25	*RM: Invermay #305*	*Name:*	Mainroad
Use:	Big Sky #5 nursery barn		
Leased Property – See Schedule 3.1.18			

Inv. #26	*RM: Invermay #305*	*Name:*	Matsalla
Use:	Big Sky #5 feeder barn 1		
Leased Property – See Schedule 3.1.18			

Inv. #27	*RM: Hazel Dell #335*	*Name:*	Stein
Use:	Big Sky #5 feeder barn 2		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #153953545 Reference Land Description SW Sec 26 Twp 34 Rge 08 W2 Ext 1 As shown on Plan 101428196		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #28	*RM: Hazel Dell #335*	*Name:*	Ashworth
Use:	Big Sky #5 feeder barn 3		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #114085807 Reference Land Description SE Sec 23 Twp 34 Rge 08 W2 Ext 0 As described on Certificate of Title 01H05353		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia
106380996	Saskatchewan Watershed Authority Act, 2005-Notice(s.64)	11 December 2002	Saskatchewan Watershed Authority
Inv. #29	*RM: Hazel Dell #335*	*Name:*	Brezinski
Use:	Big Sky #5 feeder barn 4		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #114067706 Reference Land Description SW Sec 10 Twp 34 Rge 08 W2 Ext 0 As described on Certificate of Title 01H04816		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #30	*RM: Invermay #305*	*Name:*	
Use:	Big Sky #5 Feedmill site		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #145221173 Reference Land Description LSD 13 Sec 07 Twp 33 Rge 07 W2 Ext 19 As described on Certificate of Title 00Y10959 Description 19		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104563896	$100,000,000 CNV Mortgage	12 July 2002	The Bank of Nova Scotia
ii	Surface Parcel #145221184 Reference Land Description LSD 14 Sec 07 Twp 33 Rge 07 W2 Ext 20 As described on Certificate of Title 00Y10959 Description 20		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104563896	$100,000,000 CNV Mortgage	12 July 2002	The Bank of Nova Scotia

Inv. #31	*RM: Invermay #305*	*Name:*	Dam Site
Use:	Water supply for Big Sky #5		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #143008927 Reference Land Description; Blk/Par APlan No AW1088 Ext 0 As described on Certificate of Title 01Y05600		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
107832416	$100,000,000 CNV Mortgage	10 Apr 2003	The Bank of Nova Scotia
ii.	Surface Parcel #143008916 Reference Land Description; Blk/Par APlan No AW1088 Ext 0 As described on Certificate of Title 01Y05600		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105898551	CNV Easement	28 Feb 1974	TransGas Limited
107832416	$100,000,000 CNV Mortgage	10 Apr 2003	The Bank of Nova Scotia
107887922	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	16 Apr 2003	Saskatchewan Watershed Authority
iii.	Surface Parcel #147451406 Reference Land Description; NE Sec 17 Twp 32 Rge 07 W2 Plan No AW1088 Ext 0 As described on Certificate of Title 01Y05600		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
107832416	$100,000,000 CNV Mortgage	10 Apr 2003	The Bank of Nova Scotia
107887922	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	16 Apr 2003	Saskatchewan Watershed Authority
iv.	Surface Parcel #143008905 Reference Land Description; Blk/Par CPlan No AW1088 Ext 0 As described on Certificate of Title 01Y05600		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105898551	CNV Easement	28 Feb 1974	TransGas Limited
107832416	$100,000,000 CNV Mortgage	10 Apr 2003	The Bank of Nova Scotia
107887922	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	16 Apr 2003	Saskatchewan Watershed Authority

Inv. #32	*RM: Invermay #305*	*Name:*	
Use:	Big Sky #5 Manager's Residence		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #145842925 Reference Land Description Blk/Par A Plan No. 101705037 Ext 1 As described on Certificate of Title 01Y05958 Description 1		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961821	$100,000,000 CNV Mortgage	12 July 2002	The Bank of Nova Scotia

Big Sky #6 6,000 sow, three site facility (Porcupine)

Inv. #33	*RM: Porcupine #395*	*Name:*	
Use:	Big Sky #6 breeder/farrow barn		
Legal Description(s) and Registered Encumbrances			

i.	Surface Parcel #135489729 Reference Land Description NW Sec 20 Twp 42 Rge 06 W2 Ext 0 As described on Certificate of Title 01PA18130		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #34	*RM: Porcupine #395*	*Name:*	Lindenbach-Denham
Use:	Big Sky #6 nursery barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #135518126 Reference Land Description NE Sec 33 Twp 41 Rge 06 W2 Ext 0 As described on Certificate of Title 01PA20010		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #35	*RM: Bjorkdale #426*	*Name:*	Martyn
Use:	Big Sky #6 feeder barn 1		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #133608540 Reference Land Description SW Sec 23 Twp 43 Rge 10 W2 Ext 0 As described on Certificate of Title 01PA21715		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #36	*RM: Bjorkdale #426*	*Name:*	Lenning
Use:	Big Sky #6 feeder barn 2		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #133608629 Reference Land Description NE Sec 25 Twp 43 Rge 10 Ext 0 As described on Certificate of Title 02PA00887(1)		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #37	*RM: Bjorkdale #426*	*Name:*	Hoffus
Use:	Big Sky #6 feeder barn 3		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #133608753 Reference Land Description SE Sec 30 Twp 43 Rge 10 W2 Ext 0 As described on Certificate of Title 02PA06720		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Inv. #38	*RM: Porcupine #395*	*Name:*	
Use:	Big Sky #6 feedmill site		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #151103865		

	Reference Land Description Blk/Par A Plan No 101473590 Ext 0		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
108089578	$100,000,000 CNV Mortgage	03 June 2003	The Bank of Nova Scotia
ii.	Surface Parcel #151103887 Reference Land Description Blk/Par B Plan No. 101473590 Ext 0		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110933322	$100,000,000 Mortgage	04 August 2006	The Bank of Nova Scotia

Inv. #39	*RM: Porcupine #395*	*Name:*	
Use:	Big Sky #6 Manager's Residence		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #136191999 Reference Land Description Blk/Par A Plan No 101544443 Ext 41 As described on Certificate of Title 02PA05466 Description 41		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104414576	$100,000,000 CNV Mortgage	26 July 2002	The Bank of Nova Scotia

Artificial Insemination Stud Barn

Inv. #40	*RM: Lakeside #338*	*Name:*	
Use:	AI stud barn		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #120387179 Reference Land Description Blk/Par A Plan No 101727817 Ext 14 As described on Certificate of Title 02H01550 Description 14		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104328446	$100,000,000 CNV Mortgage	22 July 2002	The Bank of Nova Scotia

Other

Inv. #41	*City of Humboldt*	*Name:*	
Use:	Head Office		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113881372 Reference Land Description Lot 15 Blk/Par 5 Plan No. 99H01872 Ext 0 As described on Certificate of Title 99H05930		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392748	$100,000,000 CNV Mortgage	08 November 2000	The Bank of Nova Scotia

Inv. #42	*RM: Stanley #215*	*Name:*	
Use:	Extra quarter section leased for farming		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #143967909 Reference Land Description NW Sec 07 Twp 23 Rge 09 W2 Ext 0 As described on Certificate of Title 97Y09308		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961641	$5,000,000 CNV Mortgage (see Note 1)	12 November 1998	Maple Leaf Foods Inc.

104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
ii.	Mineral Parcel #145842824 Reference Land Description NW Sec 07 Twp 23 Rge 09 W2 Ext 0 As described on Certificate of Title 97Y09308		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
104961641	CNV Mortgage	12 November 1998	Maple Leaf Foods Inc.
104632343	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #43	*RM:* Wolverine 340	*Name:*	Burr Truck Wash
Use:	truck wash		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113390681 Reference Land Description Blk/Par A Plan No 63H07892 Ext 0 As described on Certificate of Title 95H10734		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #44	*City of Humboldt*	*Name:*	Humboldt Truck Wash
Use:	truck wash		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #113857375 Reference Land Description Lot 3 Blk/Par 91 Plan No. 84H08705 Ext 0 As described on Certificate of Title 96H10386		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392726	$5,000,000 CNV Mortgage (see Note 1)	17 November 1998	Maple Leaf Foods Inc.
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia
ii.	Surface Parcel #113857386 Reference Land Description Lot 4 Blk/Par 91 Plan No 84H08705 Ext 0 As described on Certificate of Title 00H06302		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102392748	$100,000,000 CNV Mortgage	08-Nov-2000	The Bank of Nova Scotia

Inv. #45	City of Saskatoon	*Name:*	
Use:	Saskatoon Truck Wash		
Leased Property – See Schedule 3.1.18			

Big Sky #7 – Pelly Project – 6,000 sow, 2 site farrow to ween

Inv. #46	*RM:* St. Philips #301	*Name:*	
Use:	Big Sky #7 breeder/farrow barn (under construction)		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #144412107 Reference Land Description NE Sec 33 Twp 32 Rge 31 W1 Ext 0		

	As described on Certificate of Title 75Y06319		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110042682	$100,000,000 Mortgage	01 Sep 2005	The Bank of Nova Scotia

Inv. #47	*RM:* St. Philips #301	*Name:*	
Use:	Big Sky #7 nursery barn (under construction)		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #151573620 Reference Land Description NE Sec 11 Twp 33 Rge 32 W1 Ext 53 As described on Certificate of Title 97Y12033 Description 53		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110042682	$100,000,000 Mortgage	01 Sep 2005	The Bank of Nova Scotia

Inv. #48	*RM:* Livingston # 331	*Name:*	Stilaeoff
Use:	Big Sky #7 (future) finisher site		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #144417269 Reference Land Description NW Sec 33 Twp 34 Rge 30 W1 Ext 0 As described on Certificate of Title 87Y00589B		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110933322	$100,000,000 Mortgage	04 August 2006	The Bank of Nova Scotia

Distribution Centre

Inv. #49	City of Humboldt	*Name:*	
Use:	Distribution Centre		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #113866218 Reference Land Description Lot 4 Blk/Par 210 Plan No. 85H11697 Ext 0 As described on Certificate of Title 00H05361		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
103417376	CNV Easement	24 December 1990	Saskatchewan Power Corporation and Saskatchewan Telecommunications
110042682	$100,000,000 Mortgage	01 Sep 2005	The Bank of Nova Scotia
ii.	Surface Parcel #113866195 Reference Land Description Lot 5 Blk/Par 210 Plan No. 85H11697 Ext 0 As described on Certificate of Title 00H05361		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
103417376	CNV Easement	24 December 1990	Saskatchewan Power Corporation and Saskatchewan Telecommunications
110042682	$100,000,000 Mortgage	01 Sep 2005	The Bank of Nova Scotia

New Head Office Property

Inv. #50	City of Humboldt	*Name:*	
Use:	Site of new head office (under construction)		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #113866184 Reference Land Description Lot 2 Blk/Par 210 Plan No. 85H11697 Ext 0 As described on Certificate of Title 87H11458		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110933322	$100,000,000 Mortgage	04 August 2006	The Bank of Nova Scotia
ii.	Surface Parcel #113866207 Reference Land Description Lot 3 Blk/Par 210 Plan No. 85H11697 Ext 0 As described on Certificate of Title 87H11459		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110933322	$100,000,000 Mortgage	04 August 2006	The Bank of Nova Scotia

Inv. #51	*RM:* Porcupine #395	*Name:*	
Use:	Water well site for Big Sky #6		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #145311612 Reference Land Description Blk/Par APlan No. 02PA08075 Ext 1 As described on Certificate of Title PA100683969		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110042682	$100,000,000 Mortgage	01 Sep 2005	The Bank of Nova Scotia

Storage Site

Inv. #52	City of Humboldt.	*Name:*	
Use:	Storage site for Environmental Management System Equipment		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #161579368 Reference Land Description Lot 5 Blk/Par 91Plan No 101886295 Extension 0		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110933322	$100,000,000 Mortgage	04 August 2006	The Bank of Nova Scotia

CPV Acquisitions -Saskatchewan

Inv. #53	*RM:* Victory #. 226	*Name:*	Beechy
Use:	600 sow, single site farrow to finish unit		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #104593710 Reference Land Description Blk/Par A Plan No 101083441 Extension 19 As described on Certificate of Title 97MJ02537 Description 19		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
100091124	CNV Caveat	09 May 1999	Coteau Hills Rural Water Pipeline Association
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #54	*RM:* Mountain View #318	*Name:*	Eagle Creek
Use:	1,200 sow, single site farrow to finish unit		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #131570692 Reference Land Description Blk/Par A Plan No 101473770 Extension 19 As described on Certificate of Title 99MW06117 Description 19		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
103186706	CNV Caveat	29 July 1976	Her Majesty the Queen (Saskatchewan Conservation and Land Improvement Br, Dept of Agriculture
103186717	CNV Water Corporation Certificate	06 May 1997	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #55	*RM:* Rudy No.284	*Name:*	Great West
Use:	1,200 sow, single site farrow to finish unit		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #119774830 Reference Land Description SE Sec 27 Twp 28 Rge 07 W3 Ext 0 As described on Certificate of Title 96S27546		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105192750	CNV Caveat	13-Feb-1997	Norman John Ballek and Natalie Jade Ballek
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
ii.	Surface Parcel #119811708 Reference Land Description SW Sec 22 Twp 28 Rge 07 W3 Ext 1 As described on Certificate of Title 97S06542A which describes this parcel and other parcels with the same land description tied to this one		
107703648	CNV Notice-South Saskatchewan River Irrigation Act	26 March 2003	The Board of the Saskatchewan River Irrigation Act
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
iii.	Surface Parcel #119821563 Reference Land Description SW Sec 22 Twp 28 Rge 07 W3 Ext 2 As described on Certificate of Title 97S06542A which describes this parcel and other parcels with the same land description tied to this one		
107703648	CNV Notice-South Saskatchewan River Irrigation Act	26 March 2003	The Board of the Saskatchewan River Irrigation Act
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
iv.	Surface Parcel #119821574 Reference Land Description SW Sec 22 Twp 28 Rge 07 W3 Ext 3 As described on Certificate of Title 97S06542A which describes this parcel and other		

	parcels with the same land description tied to this one		
107703648	CNV Notice - South Saskatchewan River Irrigation Act	26 March 2003	The Board of the Saskatchewan River Irrigation Act
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
v.	Surface Parcel #119821585 Reference Land Description SW Sec 22 Twp 28 Rge 07 W3 Ext 4 As described on Certificate of Title 97S06542A which describes this parcel and other parcels with the same land description tied to this one		
107703648	CNV Notice-South Saskatchewan River Irrigation Act	26 March 2003	The Board of the Saskatchewan River Irrigation Act
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
vi.	Surface Parcel #119774818 Reference Land Description NW Sec 22 Twp 28 Rge 07 W3 Ext 1 As described on Certificate of Title 97S06542 which describes this parcel and other parcels with the same land description tied to this one		
105199511	CNV Caveat	13-Feb-1997	Norman John Ballek and Natalie Jade Ballek
105199522	CNV Common Law Easement Re: S ½ of 26-28-7 W3	14 January 2000	The Current Dominant Tenement
107703648	CNV Notice-South Saskatchewan River Irrigation Act	26 March 2003	The Board of the Saskatchewan River Irrigation Act
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
vii.	Surface Parcel #119825488 Reference Land Description NW Sec 22 Twp 28 Rge 07 W3 Ext 2 As described on Certificate of Title 97S06542 which describes this parcel and other parcels with the same land description tied to this one		
105199511	CNV Caveat	13-Feb-1997	Norman John Ballek and Natalie Jade Ballek
105199522	CNV Common Law Easement Re: S ½ of 26-28-7 W3	14 January 2000	The Current Dominant Tenement
107703648	CNV Notice - South Saskatchewan River Irrigation Act	26 March 2003	The Board of the Saskatchewan River Irrigation Act
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #56	*RM:* Rosemount #378	*Name:*	Hi-Point
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #118505190 Reference Land Description SW Sec 11 Twp 39 Rge 16 W3 Ext 0 As described on Certificate of Title 99MW04442		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105590022	CNV Water Corporation Notice	14 April 2000	Saskatchewan Water

			Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #57	*RM:* Star City #428	*Name:*	Kelsey
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #133557442 Reference Land Description NW Sec 36 Twp 45 Rge 17 W2 Ext 0 As described on Certificate of Title 99PA06413		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105866871	CNV Easement	25 June 1974	Saskatchewan Telecommunications
108211047	Saskatchewan Watershed Authority Act, 2005-Notice(s.64)	21 July 2003	Saskatchewan Watershed Authority
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #58	*RM:* Last Mountain Valley #250	*Name:*	Last Mountain
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #109990637 Reference Land Description NE Sec 02 Twp 25 Rge 23 W2 Ext 0 As described on Certificate of Title 00SE08958		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
103509020	CNV Water Corporation Notice	5 October 1999	Saskatchewan Water Corporation
103509031	CNV Caveat	04 Apr 2001	The Bank of Nova Scotia
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
ii.	Surface Parcel #109990626 Reference Land Description SE Sec 02 Twp 25 Rge 23 W2 Ext 0 As described on Certificate of Title 00SE08958A		
103509031	CNV Caveat	4 April 2001	Bank of Nova Scotia
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #59	*RM:* Arborfield #456	*Name:*	Pasquia
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #135201158 Reference Land Description NE Sec 04 Twp 46 Rge 12 W2 Ext 0 As described on Certificate of Title 00PA04564		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #60	*RM:* Bone Creek	*Name:*	Red Coat
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #151484564 Reference Land Description NW Sec 10 Twp 09 Rge 17 W3 Ext 33 As described on Certificate of Title 01SC02068 Description 33		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
107439194	CNV Easement	21 May 1958	SaskPower
107439161	CNV Easement	26 June 1972	Many Islands Pipe Lines (Canada) Limited
107439183	CNV Water Corporation Notice	28 June 2001	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #61	*RM: Maple Bush # 224*	*Name:*	River Lake
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #102636817 Reference Land Description NE Sec 08 Twp 24 Rge 05 W3 Ext 0 As described on Certificate of Title 97MJ02538		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
100497405	CNV Caveat	04-Feb-1997	Sandy Bay Farms Ltd.
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
ii.	Mineral Parcel #105669131 Reference Land Description NE Sec 08 Twp 24 Rge 05 W3 Ext 0 As described on Certificate of Title 97MJ02538		
100497405	CNV Caveat	04-Feb-1997	Sandy Bay Farms Ltd.
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #62	*RM:* Rosthern #403	*Name:*	Sask Valley
Use:	1,200 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #145995733 Reference Land Description Blk/Par A Plan No 101549460 Ext 24 As described on Certificate of Title 00PA04563 Description 24		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105052126	CNV Common Law Easement (Dominant)	14 December 1995	The Current Dominant Tenement
105052137	CNV Water Corporation Notice	11 April 1997	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #63	*RM:* Grass Lake #381	*Name:*	Sask West
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #120903320 Reference Land Description LSD 15 Sec 24 Twp 39 Rge 25 W3 Ext 20 As described on Certificate of Title 99MW04443 Description 20		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102997794	CNV Caveat	22 July 1992	SaskPower
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
ii.	Surface Parcel #153452099 Reference Land Description LSD 16 Sec 24 Twp 39 Rge 25 W3 Ext 22		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
102997794	CNV Caveat	22 July 1992	SaskPower
102997817	CNV Water Corporation Notice	26 November 1999	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
iii.	Surface Parcel #153452101 Reference Land Description LSD 16 Sec 24 Twp 39 Rge 25 W3 Ext 21		
102997794	CNV Caveat	22 July 1992	SaskPower
102997817	CNV Water Corporation	26 November 1999	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #64	*RM:* Grant #372	*Name:*	St. Denis
Use:			
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel #152817802 Reference Land Description NW Sec 13 Twp 37 Rge 01 W3 Ext 23 As described on Certificate of Title 97H01783 Description 23		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
108103272	CNV Common Law Easement (Dominant)	06 July 1995	The Current Dominant Tenement
108103294	CNV Water Corporation Notice	05 May 1997	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia
ii.	Surface Parcel #152817813 Reference Land Description NW Sec 13 Twp 37 Rge 01 W3 Ext 81 As described on Certificate of Title 97H01783 Description 81		
108103272	CNV Common Law Easement (Dominant)	06 July 1995	The Current Dominant Tenement
108103294	CNV Water Corporation Notice	05 May 1997	Saskatchewan Water Corporation
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

Inv. #65	*RM:* Insinger #275	*Name:*	Yellowhead
Use:	1,200 sow, single site farrow to finish unit		
	Legal Description(s) and Registered Encumbrances		
i.	Surface Parcel #141164546 Reference Land Description NE Sec 27 Twp 28 Rge 08 W2 Ext 0 As described on Certificate of Title 00Y10406		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105831615	Easement Mutual (Dominant)	30 October 2002	The Current Dominant Tenement
106220764	Easement Non-Mutual (Dominant)	28 November 2002	The Current Dominant Tenement
106777862	Easement Non-Mutual (Dominant)	13 January 2003	The Current Dominant Tenement
109053738	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	25 June 2004	Saskatchewan Watershed Authority
110060884	$100,000,000 Mortgage	09 Sep 2005	The Bank of Nova Scotia

CPV Acquisitions -Manitoba

Inv. #66	Morden LTO	*Name:*	Norfolk
Use:	600 sow, single site farrow to finish unit		
	Legal Description(s) and Registered Encumbrances		
i.	SW ¼ 33-7-9 WPM		
#	*Summary Description*	*Registration Date*	*Holder*
1025246	Caveat MOR ACCEPTED Easement Agreement for lines and cables with pedestals	1999/11/17	MTS Communications Inc
38693C	Caveat MOR ACCEPTED ½ Interest in minerals	1969/08/30	Crown Trust Company
1090824	$100,000,000 Mortgage	2005/09/01	The Bank of Nova Scotia

Inv. #67	Brandon LTO	*Name:*	Whitewater
Use:	600 sow, single site farrow to finish unit		
	Legal Description(s) and Registered Encumbrances		
i.	NLY 2034 Feet Perp of the WLY 1713.30 Feet Perp of the SW ¼ 17-4-20 WPM EXC all mines and minerals as set forth in transfer no. 56141 BO DIV		
#	*Summary Description*	*Registration Date*	*Holder*
1054707	Caveat ACCEPTED Easement Agrt Dated 1998-06-15	1998/11/23	From/By: Wesley Arbram John Froese & Elaine Rosemarie Edie Froese To: John Michael Waldron as agent
1168714	$100,000,000 Mortgage	2005/09/01	The Bank of Nova Scotia
1179912	Caveat ACCEPTED Right of First Refusal Agrt dated 3 February 2006		From/By: The Manitoba Hydro-Electric Board To: J. Quinn Menec as

			agent
1179914	Caveat ACCEPTED Wind Farm Agrt dated 3 February 2006	2006/04/05	From/By: The Manitoba Hydro-Electric Board To: J. Quinn Menec as agent

Inv. #68		*Name:*	Southwest
Use:	600 sow, single site farrow to finish unit		
Legal Description(s) and Registered Encumbrances			
i.	All that portion of WLY 1036.75 Feet Perp of NW ¼ 17-3-26 WPM which lies North of a line drawn ELY right angles to WLY limit of said quarter section through a point distant thereon 1420.60 feet from NW corner of said quarter section EXC mines and minerals as set forth in transfer no. 62878BO.		
#	*Summary Description*	*Registration Date*	*Holder*
1062339	Caveat ACCEPTED Right-of-way agreement dated 18 March 1999	1999/04/30	From/By: MTS Communications Inc. To: William F. Johnstone as agent
1082082	Caveat ACCEPTED Waterline Easement Agrt dated 4 Aug 1998	2000/07/05	From/By: Southwest Stock Farm Ltd. To: By Donald John Sheldon, as agent
1082087	Caveat ACCEPTED Waterline Easement Agrt dated 17 Oct 1998	2000/07/05	From/By: Southwest Stock Farm Ltd. To: By Donald John Sheldon, as agent
1082088	Caveat ACCEPTED Waterline Easement Agrt dated 17 Oct 1998	2000/07/05	From/By: Southwest Stock Farm Ltd. To: By Donald John Sheldon, as agent
1168714	$100,000,000 Mortgage	2005/09/01	The Bank of Nova Scotia
ii.	All that portion of the ELY 1468.50 feet perp of the NE ¼ 18-3-26 WPM which lies to the North of a line drawn WLY at right angles to the ELY limit of said quarter section through a point distant thereon 1186.68 feet from the NE corner of said quarter section EXC all mines and minerals as set forth in transfer no. 91-11586		
1047869	Caveat ACCEPTED Agreement dated 1998-07-07	1998/07/21	From/By: MTS Communications Inc. To: William F. Johnstone, as agent
1082082	Caveat ACCEPTED Waterline Easement Agrt dated 4 Aug 1998	2000/07/05	From/By: Southwest Stock Farm Ltd. To: By Donald John Sheldon, as agent
1082087	Caveat ACCEPTED Waterline Easement Agrt dated 17 Oct 1998	2000/07/05	From/By: Southwest Stock Farm Ltd. To: By Donald John Sheldon, as agent

1082088	Caveat ACCEPTED Waterline Easement Agrt dated 17 Oct 1998	2000/07/05	From/By: Southwest Stock Farm Ltd. To: By Donald John Sheldon, as agent
1086876	Caveat ACCEPTED Right-of-way Agrt dated 13 Aug 1999	2000/10/23	From/By: MTS Communications Inc. To: William F. Johnstone, as agent
1168714	$100,000,000 Mortgage	2005/09/01	The Bank of Nova Scotia

Notes:

1. The Maple Leaf Foods Inc. Mortgage has been postponed to The Bank of Nova Scotia Mortgage.

SCHEDULE 3.1.18

Leased Property

PRAIRIE HOG NURSERY TRANSACTION LANDS (see Note 1)

Inv. # 18	*RM:* Key West #070	*Name:*	Hudson
Use:	Big Sky #4 Nursery Barn	*Registered Owner:*	Prairie Hog Production Inc.
Legal Description(s) and Registered Encumbrances			
	Surface Parcel # 108467725 Reference Land Description: NE Sec 03 Twp 08 Rge 23 W2 Ext 0 As described on Certificate of Title 00SE20578		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105469308	$6,000,000 Mortgage (Note 5)	04-Oct-02	Canadian Imperial Bank of Commerce
105562234	Miscellaneous Interest	11-Oct-2002	Big Sky Farms Inc
105562278	Miscellaneous Interest	11-Oct-2002	The Bank of Nova Scotia
105469331	Lease-10 years or more	04-Oct-02	Big Sky Farms Inc.
105562290	$100,000,000 Mortgage	11-Oct-2002	The Bank of Nova Scotia
105469364	Miscellaneous Interest	04-Oct-2002	Big Sky Farms Inc
105562470	Miscellaneous Interest	11-Oct-2002	The Bank of Nova Scotia
105562256	CNV Personal Property Security Interest	11-Oct-2002	The Bank of Nova Scotia
105562267	Miscellaneous Interest	11-Oct-2002	The Bank of Nova Scotia

Inv. # 25	*RM:* Invermay #305	*Name:*	Mainroad
Use:	Big Sky #5 Nursery Barn	*Registered Owner:*	Prairie Hog Production Inc.
Legal Description(s) and Registered Encumbrances			
	Surface Parcel # 141639284 Reference Land Description: NW Sec 01 Twp 32 Rge 08 W2 Extension 0 As described on Certificate of Title 00Y07312		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
105469308	$6,000,000 Mortgage (Note 5)	04-Oct-02	Canadian Imperial Bank of Commerce
105562234	Miscellaneous Interest	11-Oct-2002	Big Sky Farms Inc
105562278	Miscellaneous Interest	11-Oct-2002	The Bank of Nova Scotia
105469331	Lease-10 years or more	04-Oct-02	Big Sky Farms Inc.
105562290	$100,000,000 Mortgage	11-Oct-2002	The Bank of Nova Scotia
105469364	Miscellaneous Interest	4-Oct-2002	Big Sky Farms Inc
105562470	Miscellaneous Interest	11-Oct-2002	The Bank of Nova Scotia
105562256	CNV Personal Property Security Interest	11-Oct-2002	The Bank of Nova Scotia

105562267	Miscellaneous Interest	11-Oct-2002	The Bank of Nova Scotia
107887933	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	16-April-2003	Saskatchewan Watershed Authority

PRAIRIE HOG MATSALLA TRANSACTION LANDS (see Note 2)

Inv. # 26	*RM:* Invermay # 305	*Name:*	Matsalla
Use:	Big Sky #5 Feeder Barn 1	*Registered Owner:*	Prairie Hog Production Inc.
Legal Description(s) and Registered Encumbrances			
.	Surface Parcel # 143031631 Reference Land Description: NW Sec 12 Twp 33 Rge 07 W2 Ext 0 As described on Certificate of Title 00Y07197		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
108034310	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	12-May-2003	Saskatchewan Watershed Authority
108825576	$2,405,000 Mortgage (Note 5)	13-May-2004	Canadian Imperial Bank of Commerce
108911280	Miscellaneous Interest	31-May-2004	Big Sky Farms Inc
108911291	Miscellaneous Interest	31-May-2004	The Bank of Nova Scotia
108825891	Miscellaneous Interest	13-May-2004	Canadian Imperial Bank of Commerce
108825925	Lease-10 years or more	13-May-2004	Big Sky Farms Inc.
108911303	$100,000,000 Mortgage	31-May-2004	The Bank of Nova Scotia
108825947	Miscellaneous Interest	13-May-2004	Big Sky Farms Inc
108911358	Miscellaneous Interest	31-May-2004	The Bank of Nova Scotia
108911099	Miscellaneous Interest	31-May-2004	The Bank of Nova Scotia
108911224	CNV Personal Property Security Interest	31-May-2004	The Bank of Nova Scotia

FINISHER NO. 1 CONTRACT FINISHING TRANSACTION (see Note 3)

Inv. # 19	*RM:* Key West #070	*Name:*	Bacon
Use:	Big Sky#4 Feeder Barn 1	*Registered Owner:*	Big Sky Finishers (No. 1) Inc.
Legal Description(s) and Registered Encumbrances			
	Surface Parcel # 108475454 Reference Land Description: SE Sec 18 Twp 08 Rge 22 W2 Ext 0 As described on Certificate of Title 00SE21467		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
108031575	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	09-May-2003	Saskatchewan Watershed Authority
108129887	$7,950,000 Mortgage (Note 5)	18-June-2003	National Bank of Canada, Farm Credit Canada and Conexus Credit Union
108143164	Miscellaneous Interest	24-June-2003	Big Sky Farms Inc
108143175	Miscellaneous Interest	24-June-2003	The Bank of Nova

			Scotia
108129933	Miscellaneous Interest	18-June-2003	Big Sky Farms Inc
108143221	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia
108129955	Miscellaneous Interest	18-June-2003	Big Sky Farms Inc
108143221	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia

Inv. # 20	*RM:* Key West #070	*Name:*	Iversen
Use:	Big Sky#4 Feeder Barn 2	*Registered Owner:*	Big Sky Finishers (No. 1) Inc.
Legal Description(s) and Registered Encumbrances			
i.	Surface Parcel # 108475230 Reference Land Description: NW Sec 11 Twp 08 Rge 22 W2 Ext 1 As described on Certificate of Title 00SE21468		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
108058585	Easement Non-Mutual (Dominant)	20-May-2003	
108129854	Easement Non-Mutual (Dominant)	18-June-2003	
108129887	$7,950,000 Mortgage (Note 5)	18-June-2003	National Bank of Canada, Farm Credit Canada and Conexus Credit Union
108143164	Miscellaneous Interest	24-June-2003	Big Sky Farms Inc
108143175	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia
108129933	Miscellaneous Interest	18-June-2003	Big Sky Farms Inc
108143221	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia
108129955	Miscellaneous Interest	18-June-2003	Big Sky Farms Inc
108143221	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia
ii.	Surface Parcel # 108461000 Reference Land Description: NW Sec 11 Twp 08 Rge 22 W2 Ext 2 As described on Certificate of Title 00SE21468		
108035120	Saskatchewan Watershed Authority Act, 2005 – Notice (s.64)	12-May-2003	Saskatchewan Watershed Authority
108058585	Easement Non-Mutual (Dominant)	20-May-2003	
108129854	Easement Non-Mutual (Dominant)	18-June-2003	
108129887	$7,950,000 Mortgage (Note 5)	18-June-2003	National Bank of Canada, Farm Credit Canada and Conexus Credit Union
108143164	Miscellaneous Interest	24-June-2003	Big Sky Farms Inc
108143175	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia
108129933	Miscellaneous Interest	18-June-2003	Big Sky Farms Inc
108143221	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia
108129955	Miscellaneous Interest	18-June-2003	Big Sky Farms Inc

108143221	Miscellaneous Interest	24-June-2003	The Bank of Nova Scotia

SASKATOON TRUCK WASH PROPERTY (see Note 4)

Inv. # 45	City of Saskatoon	*Name:*	Saskatoon Truck Wash
Use:	Truck Wash	*Registered Owner:*	SKL Truck & Trailer Wash Inc.
Legal Description(s) and Registered Encumbrances			
.	Surface Parcel # 119989625 Reference Land Description: Lot13 Blk/Par 536Plan 66S18566 Ext 0 As described on Certificate of Title 99SA27805		
Int Reg #	*Summary Description*	*Registration Date*	*Holder*
108612356	Lease – less than 10 years	02-Feb-2004	Big Sky Farms Inc.
There are additional encumbrances against this property but they are not included in this Schedule as they affect the landlord's interest, not the interest of the Corporation.			

Notes:

1. The Prairie Hog Nursery Transaction Lands were sold by the Corporation to, and leased back from, Prairie Hog Production Inc., as general partner of Prairie Hog Production Limited Partnership ("PHPLP") in August 2002 pursuant to a series of agreements between the Corporation and PHPLP, including:

(a) an asset purchase agreement dated for reference 8 August 2002 pursuant to which the Corporation sold the property to PHPLP for a purchase price of $8,000,000;

(b) a lease made 30 August 2002 pursuant to which PHPLP leased the property back to the Corporation for a term of approximately 10 years at a net annual rental of $1,075,000;

(c) an indemnity agreement made 30 August 2002 pursuant to which the Corporation indemnified PHPLP against certain losses or claims that may be asserted against PHPLP in respect of environmental matters pertaining to the property; and

(d) a put/option agreement made 30 August 2002 pursuant to which PHPLP has the right, exercisable after the expiry of the term (or earlier in the event of certain defaults) to "put" or require the Corporation to repurchase the property and the Corporation has the right, if the "put" option is not exercised, to "call" or require the PHPLP to sell the property back to the Corporation, at a price of $3,000,000 subject to adjustments as therein contemplated.

2. The Prairie Hog Matsalla Transaction Lands were sold by the Corporation to and leased back from, PHPLP effective May 1, 2004 pursuant to a series of agreements made between the Corporation and PHPLP as of 31 January 2004, as amended by a supplemental agreement made 01 May, 2004 , including:

(a) an asset purchase agreement pursuant to which the Corporation sold the property to PHPLP for a purchase price of $3,700,000;

(b) a lease pursuant to which PHPLP leased the property back to the Corporation for a term of approximately 10 years at a net annual rental of $497,196;

(c) an indemnity agreement pursuant to which the Corporation indemnified PHPLP against certain losses or claims that may be asserted against PHPLP in respect of environmental matters pertaining to the property; and

(d) a put/option agreement pursuant to which PHPLP has the right, exercisable after the expiry of the term (or earlier in the event of certain defaults) to "put" or require the Corporation to repurchase the property and the Corporation has the right, if the "put" option is not exercised, to "call" or require the PHPLP to sell the property back to the Corporation, at a price of $1,387,500 subject to adjustments as therein contemplated.

3. The Finisher No. 1 Contract Finishing Transaction properties are technically not leased by the Corporation, but the Corporation owns all of the hogs in the barns on these properties, with Big Sky Finishers (No.1) Inc ("Finishers") finishing the hogs on behalf of the Corporation. These properties are the subject of a series of agreements made between the Corporation and Finishers, including::

(a) an asset purchase agreement made 14 January 2003 pursuant to which the Corporation sold the property to Finishers in May 2003 for a purchase price of $7,100,000;

(b) a contract finishing agreement, as amended, pursuant to the Corporation appointed Finishers to finish hogs at the barns for a term ending 30 June 2018 (subject to earlier termination in accordance with the agreement) in return for an annual finishing fee, initially set at $1,240,000 but subject to adjustment in accordance with the terms thereof and monthly marketing fees as from time to time agreed to between the Corporation and Finishers;

(c) an indemnity agreement pursuant to which the Corporation indemnified Finishers against certain losses or claims that may be asserted against Finishers in respect of environmental matters pertaining to the property; and

(d) an option agreement pursuant to which Finishers has a put option to sell the property back to the Corporation and the Corporation has a call option to repurchase the property at the expiry of the term of the contract finishing agreement (or at the option of Finishers on one years notice at any time after June 10, 2010) at the depreciated "book value" of the property at the time of sale, subject to adjustments as therein contemplated.

4. The Saskatoon Truck Wash Property is leased by the Corporation from SKL Truck & Trailer Wash Inc. pursuant to a lease made 29 October, 2003 the general terms of which include the following;

(a) Civic Address: 420 Melville Street, Saskatoon SK

(b) Commencement date: November 1, 2003

(c) Term: Five years, ending October 31, 2008

(d) Rent: net annual rent of $66,000 ($5,500 per month) plus GST

(e) Renewal Options: may renew for one additional five year term at rent to be negotiated or arbitrated, but not less than $5,000 net per month

(f) Equipment Option: if the lease is renewed the Corporation shall purchase certain truck wash equipment located on the premises for $1.00. If the lease is not renewed the Corporation must purchase such equipment for $10,000.

5. The mortgages referred to in this Schedule in favour of Canadian Imperial Bank of Commerce were granted by PHPLP and the mortgage in favour of National Bank of Canada, Farm Credit Canada and Conexus Credit Union was granted by Finishers. These mortgages do not secure any obligations of the Corporation or its Affiliates.

SCHEDULE 3.1.24

Litigation

None