THIS IS EXHIBIT " D " referred to in
the Affidavit of Canute Tagseth
SWORN before me at Humboldt
this 5th day of
March, 20 10

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan
Being a Solicitor – OR –
My Commission expires Jan 31/2011

Action No.0706 00791

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF LETHBRIDGE/MACLEOD

BETWEEN:

THE TORONTO-DOMINION BANK

Plaintiff

- and -

GREAT PLAINS FARMS LTD.

Defendant

| | | |
|---|---|---|
| BEFORE THE HONORABLE | ) | AT THE COURTHOUSE, IN THE |
| | ) | CITY OF LETHBRIDGE, IN THE |
| D.K. MILLER | ) | PROVINCE OF ALBERTA, ON THURSDAY |
| | ) | THE 20th DAY OF DECEMBER, A.D.2007 |
| IN CHAMBERS | | |

**INTERIM RECEIVER ORDER**

UPON THE APPLICATION of The Toronto-Dominion Bank (the "Bank") for an Order appointing PricewaterhouseCoopers Inc. ("PwC"), as Interim Receiver without security, of all of the assets, undertakings and properties of Great Plains Farms Ltd. (the "Debtor") for the purposes of feeding, caring for and marketing of its livestock; AND UPON BEING ADVISED that this application has been brought upon short notice to the Debtor; AND UPON HEARING read the Affidavit of John Browne sworn and the Exhibits thereto; AND UPON HEARING the submissions of counsel for the Bank and the Debtor; AND UPON noting that PwC has consented to act as the Interim Receiver;

**SERVICE**

1. **THIS COURT ORDERS** that the time for giving of notice of this motion is hereby abridged to the time actually given, and service is deemed good and sufficient. Further service of this motion is hereby dispensed with so that this motion is properly returnable today.

**APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 47(1) of the *Bankruptcy & Insolvency Act*, R.S.C. 1985, c. B-3, as amended and section 13(2) of the *Judicature Act*, R.S.A 2000, c. J-2, as amended, PwC is hereby appointed Interim Receiver (the "Interim Receiver"), without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, including all livestock, born or unborn, both owned by the Debtor and whose interest

in such livestock is held by any third party (the "Livestock"), and wherever situate including all proceeds thereof and any accounts receivable owed to the Debtor as a result of previous sales of livestock (the "Property").

**INTERIM RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property for the sole purpose of feeding, caring for and properly marketing the Debtor's Livestock (the "Feeding and Marketing") and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver in its opinion considers it necessary or desirable for the purposes of preserving or protecting the undertaking, property and assets of the Debtor:

   (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate and carry on the Feeding and Marketing of the Debtor's Livestock, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtor, and in doing so to make such expenditures as the Interim Receiver in its discretion considers necessary to carry out the terms of this Order, including, without restricting the generality of this section purchasing of feed;

   (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order, and for greater clarity, may be employees of the Bank;

   (e) to purchase inventories, supplies or other assets, including, but not limited to, livestock feed, to continue the Feeding and Marketing of the Debtor's Livestock or any part or parts thereof;

   (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

   (g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Livestock, whether in the Interim Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to report to, meet with and discuss with the Bank as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

(k) to sell, convey, transfer, lease or assign the Livestock or any part or parts thereof only in the ordinary course of the business of the Debtor, and in each such case notice under Part 5 of the *Alberta Personal Property Security Act* and leave of this Court, shall not be required;

(l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(m) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Interim Receiver, in the name of the Debtor;

(n) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(o) to refrain from carrying into effect contracts entered into by the Debtor; and

(p) to take any steps reasonably incidental to the exercise of these powers as the Interim Receiver may deem appropriate to establish and maintain control over the Property, and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person, including, entering onto any real property for the purpose of removing or relocating property of the Debtor as may be necessary to dispose or safeguard it.

**DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order, (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property to the Interim Receiver

upon the Interim Receiver's request (excluding Property subject to liens the validity of which is dependant on maintaining possession).

5. **THIS COURT ORDERS** that in the event a Guardian is appointed pursuant to the provisions of the *Farm Debt Mediation Act* such Guardian shall be the Interim Receiver and the Interim Receiver is hereby empowered to so act.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

**NO PROCEEDINGS AGAINST THE INTERIM RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided that upon expiry of the notice periods provided for in Section 21 of the *Farm Debt Mediation Act* and Section 244 of the *Bankruptcy & Insolvency Act*, the Bank shall be entitled to make further application to this Court for any Order regarding the enforcement of its security or the powers or status of the Interim Receiver as the Bank considers appropriate on notice to the Debtor, Maple Leaf Foods Inc., Elite Swine Inc. and B & J Schneider Ranching Ltd.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor (including, without limitation set-off rights), the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Interim Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

11. **THIS COURT ORDERS** that in particular, without limiting the generality of the foregoing paragraphs, neither Maple Leaf Foods Inc. or any division, subsidiary or affiliate of Maple Leaf Foods Inc. ("Maple Leaf") shall exercise any right of set off it may have in respect of:

(a) any amounts owing by the Debtor to Maple Leaf as of the date hereof against

(b) any amounts owing by Maple Leaf to the Interim Receiver for any Livestock delivered by the Interim Receiver to Maple Leaf after the date hereof.

Nothing herein shall prohibit Maple Leaf from exercising any other right of set off it may have, now or in the future, against the Debtor or the Interim Receiver.

12. Nothing in paragraphs 9 and 10 of this Order shall preclude any creditor of the Debtor from proceeding to issue to the Debtor demands for payment and the necessary Notices of Intention to enforce its security under the provisions of the *Bankruptcy and Insolvency Act* or the *Farm Debt Mediation Act*.

**NO INTERFERENCE WITH THE INTERIM RECEIVER**

13. **THIS COURT ORDERS** that no Person shall discontinue, fail to honor, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtor, without written consent of the Interim Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

14. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, the feeding, caring and maintaining of livestock, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and that the Interim Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, Internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

**INTERIM RECEIVER TO HOLD FUNDS**

15. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, excluding the proceeds of sale from any real property belonging to the Debtor, but including without limitation the sale of all or any of the Livestock and the collection

of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Interim Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Interim Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

**EMPLOYEES**

16. **THIS COURT ORDERS** that, subject to the employees rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Interim Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

**LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. **THIS COURT ORDERS** that nothing herein contained shall require the Interim Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Alberta Environmental Protection Act*, the *Alberta Water Resources Act*, or the *Alberta Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Interim Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Interim Receiver shall not, as a result of this Order or anything done in pursuance of the Interim Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

18. Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(a) before the Interim Receiver's appointment; or

(b) after the Interim Receiver's appointment;

(c) unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or willful misconduct.

19. Nothing in paragraph 17 exempts an Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that paragraph.

20. Notwithstanding anything in any federal or provincial law, but subject to paragraph 17 hereof, where an order is made which has the effect of requiring the Interim Receiver to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order:

(a) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (b) below, the Interim Receiver:

(i) complies with the order, or

(ii) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(b) if during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (a) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,

(i) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or

(ii) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(c) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

21. Nothing in this Order shall derogate from the protection afforded to the Interim Receiver by section 14.06 of the *Bankruptcy & Insolvency Act* or any other applicable legislation.

**LIMITATION ON THE INTERIM RECEIVER'S LIABILITY**

22. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part.

**INTERIM RECEIVER'S ACCOUNTS**

23. **THIS COURT ORDERS** that any expenditure or liability which shall properly be made or incurred by the Interim Receiver, including the fees of the Interim Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Interim Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the whole of the Property with the exception of the equipment held as security by John Deere Credit Inc. in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Interim Receiver's Charge").

24. **THIS COURT ORDERS** the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Court of Queen's Bench of Alberta.

25. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

**FUNDING OF THE RECEIVERSHIP**

26. **THIS COURT ORDERS** that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the

Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Interim Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge.

27. **THIS COURT ORDERS** that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

28. **THIS COURT ORDERS** that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

29. **THIS COURT ORDERS** that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *paripassu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

**ALLOCATION**

30. **THIS COURT ORDERS** that any interested party may apply to this Court on notice to any other party likely to be affected, for an Order allocating the Interim Receiver's Charge and the Interim Receiver's Borrowings Charge amongst the various assets comprising the Property.

**GENERAL**

31. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor, and the Interim Receiver shall be permitted to return to court to expand its powers once the notice period or any stay of proceedings effected pursuant to the FDMA has expired and/or been terminated..

33. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that the Bank shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

J.C.Q.B.A.

ENTERED this 20 day of December 2007

Clerk of the Court

Seal

**SCHEDULE"A"**

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNTS

THIS IS TO CERTIFY that PricewaterhouseCoopers Inc., the Interim Receiver (the "Interim Receiver") of all of the assets, undertakings and properties of Great Plains Farms Ltd.. appointed by Court of Queen's Bench of Alberta (the "Court") dated the — day of December, 2007 (the "Order") made in an action having Court file number 0706 _____, has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of $_____ being part of the total principal sum of $_____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the day of each month] after the date hereof at a notional rate per annum equal to the rate of per cent above the prime commercial lending rate of_____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2007

PricewaterhouseCoopers Inc., solely in its capacity as Interim Receiver of the Property (as defined in the order) and not in its personal capacity

By:_____

Name:

Title:

I have authority to bind the Company

Action #0706 00791 2007

IN THE COURT OF QUEENS BENCH
OF ALBERTA
JUDICIAL DISTRICT OF
LETHBRIDGE/MACLEOD

---

BETWEEN:

THE TORONTO-DOMINION BANK
Plaintiff

- and -

GREAT PLAINS FARMS LTD.
Defendant

---

**INTERIM RECEIVER ORDER**

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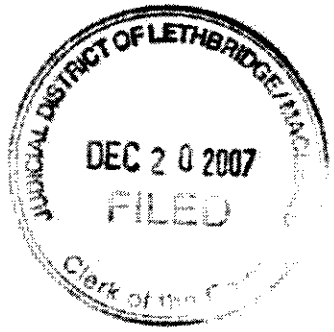
*Torry Lewis Abells LLP*
Barristers & Solicitors
#110, 220 - 4th Street South
LETHBRIDGE, AB T1J 4J7
Attention: Ken G. Torry, Q.C.

Phone: (403) 327-4406
Fax: (403) 328-4597

File #3587/KGT/bb



Action No.0706 00791

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF LETHBRIDGE/MACLEOD

BETWEEN:

I hereby certify this to be a true copy of the original Order
Dated this 12 day of August 2008
for Clerk of the Court

THE TORONTO-DOMINION BANK

Plaintiff

- and -

GREAT PLAINS FARMS LTD.

Defendant

BEFORE THE HONORABLE )
JUSTICE )
IN CHAMBERS )

AT THE COURTHOUSE, IN THE
CITY OF LETHBRIDGE, IN THE
PROVINCE OF ALBERTA, ON TUESDAY
THE 12TH DAY OF AUGUST, A.D.2008

**ORDER**

UPON THE APPLICATION of The Toronto-Dominion Bank (the "Bank") AND UPON HEARING read the Affidavit of John Browne sworn and the Exhibits thereto; AND UPON HEARING the submissions of counsel for the Bank and the representative for the Receiver; IT IS HEREBY ORDERED THAT:

1. Pursuant to s. 47(2)(c) of the *Bankruptcy and Insolvency Act* R.S.C. 1985 as amended, the Interim Receiver, PricewaterhouseCoopers Inc., is hereby granted the following additional powers and authority:

   (a) To sell the lands of the Defendant, Great Plains Farms Ltd., legally described as:

   Meridian 4 Range 3 Township 12
   Section 30
   Quarter South East
   Containing 64.7 Hectares (160 acres) more or less
   Excepting

| Plan | Number | Acres more or less |
|---|---|---|
| Road Widening | 7810775 | 1.03 |

   Excepting thereout all mines and minerals

   Upon receipt of an acceptable Offer to Purchase the Lands, the Interim Receiver or the Plaintiff on behalf of the Interim Receiver shall seek approval of this Honourable Court to the proposed sale.

(b) To sell the equipment, machinery and vehicles of the Defendant, such sales to be completed by the Interim Receiver without further Order of this Honourable Court;

2. The Interim Receiver pay to the Plaintiff, The Toronto-Dominion Bank, the sum of $650,000.00;

3. The Toronto Dominion Bank shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Bank's security or, if not so provided by the Bank's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

J.C.Q.B.A.

ENTERED this 12 day of August, 2008

Clerk of the Court

(Seal)

Action #0706 00791 2007

IN THE COURT OF QUEENS BENCH
OF ALBERTA
JUDICIAL DISTRICT OF
LETHBRIDGE/MACLEOD

BETWEEN:

THE TORONTO-DOMINION BANK
Plaintiff

- and -

GREAT PLAINS FARMS LTD.
Defendant

**ORDER**

*Torry Lewis Abells LLP*
Barristers & Solicitors
#110, 220 - 4th Street South
LETHBRIDGE, AB T1J 4J7
Attention: Ken G. Torry, Q.C.

Phone: (403) 327-4406
Fax: (403) 328-4597

File #3587/KGT

*Great Plains Farms Ltd.*

*Sale of Land, Buildings and Equipment*

# *Information Memorandum*

**September 2, 2008**

# Great Plains Farms Ltd. - Sale of Land, Buildings and Equipment

## Information Memorandum
**September 2, 2008**

### Notice to Reader

PricewaterhouseCoopers Inc. ("PwC") was appointed as Court Appointed Interim Receiver of Great Plains Farms Ltd. ("GPF" or the "Company") on December 20, 2007 which Order was amended by way of a Court of Queens' Bench of Alberta Order dated August 11, 2008 to include the sale of land, buildings and equipment owned by the Company.

This Memorandum has been prepared by PwC as the Court Appointed Interim Receiver ("Receiver") of GPF and not in its personal capacity. The purpose of this Memorandum is to offer for sale GPF's interests in its land, hog buildings and feedlot equipment located near Medicine Hat, Alberta. This Memorandum is being delivered to the recipient for information purposes only and upon the understanding that it will be used only for the purpose set out herein.

This Memorandum does not purport to contain all of the information that an interested party may require to evaluate the Assets or the possible acquisition of the Company's Assets, nor does it constitute an offer to sell securities.

Each prospective purchaser must rely solely on its own investigation, including its own appraisals and estimates as to the condition and value of the Assets, and must rely solely on its own interpretations, investigations and analysis related thereto (including without limitation those related to environmental, zoning, building, siting, bylaws and engineering matters) in order to satisfy itself as to all matters. Assets will be sold on an "as is, where is" basis. All sales are subject to Court approval.

**The information contained in this Memorandum has been taken from Company records and information.**

Although PwC believes that the information contained within this Memorandum is accurate, PwC makes no representations or warranties, expressed or implied, concerning such information. PwC shall have no obligation or liability to any prospective offeror or purchaser for or as a result of the furnishing of information hereunder.

In furnishing this Memorandum, PwC undertakes no obligation to provide the recipient with access to any additional information. PwC expressly reserves the right at any time and in any respect to revise, supplement or withdraw any information provided in this Memorandum, to terminate discussions with any or all prospective purchasers, to modify any aspects of the Bid Process, to accept any offer prior to the Closing Date for Offers, to accept consideration other than cash or to withdraw from the Bid Process altogether without ascribing any reasons thereto and without any liability or obligation to any prospective purchaser.

# Great Plains Farms Ltd. - Sale of Land, Buildings and Equipment

## Information Memorandum
**September 2, 2008**

## Definitions

In this Memorandum (including Appendices thereto) unless otherwise stated or unless the context otherwise requires:

**"Assets"** means the land, buildings and equipment located near Medicine Hat, Alta. owned by GPF;

**"Bid Process"** means the process for submitting offers for the assets of GPF as described in this Memorandum;

**"Business Day"** means a day, other than a Saturday or Sunday, on which banks are generally open for business in Calgary, Alberta;

**"Calgary Time"** means Mountain Daylight Savings Time;

**"Closing Date for Offers"** means 3:00 pm Calgary time, Friday, October 24, 2008;

**"Company" or "GPF"** means Great Plains Farms Ltd., a corporation incorporated under the laws of the Province of Alberta;

**"Court"** means the Court of Queen's Bench of Alberta;

**"Currency"** means Canadian dollars;

**"Deposit"** means certified funds representing 10% of the total consideration of an Offer;

**"Information"** means written, verbal or electronic data received by the Prospective Purchaser from PwC;

**"Lots"** means a collection of assets segregated for purposes of bidding;

**"Memorandum"** means the information memorandum provided to Prospective Purchasers;

**"Offer"** means a binding offer to purchase GPF's assets, as an en bloc sale, or by submitting separate bids on Lots or separate bids on assets within Lots;

**"Order"** means an order of the Court;

**"Person"** means any natural or legal person, including a corporation, trust or partnership, and includes a group of such Persons acting together, and where appropriate in the context of this Memorandum, their servants, agents and representatives;

**"Prospective Purchaser"** means a Person who has an interest in making or who has made an Offer to PwC in accordance with this Memorandum;

**"Province"** means the Province of Alberta;

**"Receiver" or "PwC"** means PricewaterhouseCoopers Inc., solely in its capacity as the Court Appointed Interim Receiver of GPF and not in its personal capacity;

**"Site Visit Supervisor"** means a representative designated by PwC who will co-ordinate the conduct of all site visits;

**"Web Site"** means PwC's address regarding information concerning GPF at **www.pwc.com/car-greatplainsfarms**

# Great Plains Farms Ltd. - Sale of Land, Buildings and Equipment

## Information Memorandum
**September 2, 2008**

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Notice to Reader

Definitions

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Pictures

**Appendices**

A Bid Letter

B Terms and Conditions of Sale


PRICEWATERHOUSECOOPERS

### Executive Summary

PwC has established and is conducting a Bid Process to purchase the Assets of Great Plains Farms Ltd. Offers are being solicited by obtaining separate bids on Lots.

The Assets are located east of Medicine Hat, Alberta, approximately 10 kilometres east of the Highway #41 interchange with Highway #1 (Trans-Canada Highway) to Range Road 40, 4 kilometres north on Range Road 40 to Township Road 124, and 1 kilometre east.

The Assets comprise the operations of GPF and include 1 quarter of farmland (158.97 acres), 3 – hog finisher barns built in 2002 with permits approved by the Natural Resources Conservation Board, and related office buildings. Inventory of hog barn equipment, tools and machinery, and office equipment are those typical to an operation of this nature and size. The barns were totally emptied in April 2008 and the facilities were decommissioned and cleaned. The lagoon was emptied in April 2008.

Parties who are interested in a site visit are required to contact PwC to make arrangements for the visit prior to attending the site.

## Bid Process

The Bid Process shall be carried out in accordance with the timetable set out below, but PwC shall be allowed to apply to the Court at any time during the process to consider an offer outside the Bid Process.

The process is to be conducted along the following timetable:

| | |
|---|---|
| September 2, 2008 | Copies of Memorandum to be available to Prospective Purchasers in electronic form, Web Site or by printed copy. |
| September 2, 2008 to October 24, 2008 | Site visits will be available by appointment only. |
| October 24, 2008 | Offers must be received by PwC by 3:00 PM Calgary time in accordance with the terms and conditions to be provided by PwC as part of the Bid Process. Bids are to be final, irrevocable, and contain the Deposit and evidence in satisfaction to the Receiver in sole and unfettered discretion of the of purchaser's ability to close the transaction. |
| November 15, 2008 (or earlier) | A Court application to deal with PwC's recommendations resulting from the Bid Process is anticipated prior to November 15, 2008. |

For further information concerning the Bid Process, please contact:

Donald J. Roberts
Senior Vice President
PricewaterhouseCoopers Inc.
111-5th Avenue SW Suite 3100
Calgary, Alberta
T2P 5L3
Phone 403-509-7317
Fax 403-781-1825
e-mail don.roberts@ca.pwc.com

Susan Shabluk
Senior Associate
PricewaterhouseCoopers Inc.
111-5th Avenue SW Suite 3100
Calgary, Alberta
T2P 5L3
Phone 403-509-7316
Fax 403-781-1825
e-mail susan.l.shabluk@ca.pwc.com

Or visit our website at **www.pwc.com/car-greatplainsfarms**

## Site Visits

Access to the Assets will be provided to Prospective Purchasers who express an interest in so doing. Site visits will be arranged at an agreed time by PwC, with an individual or individuals named by the Receiver to attend on behalf of the Receiver.

## Offers

Prospective Purchasers are requested to submit a completed Bid Letter (attached as Appendix A) pursuant to the Terms and Conditions (detailed in Appendix B). Prospective Purchasers who are offering to purchase the assets of GPF on an en bloc basis are requested to submit a detailed offer, incorporating substantially the Terms and Conditions contained in Appendix B and specifying any additional terms and conditions. **Offers must be submitted no later than 3:00 pm Calgary time on Friday, October 24, 2008 and must be accompanied by the Deposit.** Offers submitted in a manner other than that detailed above may be deemed as "incomplete" and may not be considered. Offers received subsequent to that time may be deemed to be "late", and may not be considered. All offers made and accepted by PwC will be binding on the Prospective Purchaser and will be binding on GPF if the offer is approved by the Court.

PwC also:

i. reserves the right to qualify any Prospective Purchaser by requesting references and/or demonstration of financial capability. Prospective Purchasers who are not known to PwC are therefore advised to supply information as to financial capability prior to the bid date;
ii. reserves the right to terminate, amend or modify terms, conditions or procedures of this offering at any time by notice of same to Prospective Purchasers who have been provided a copy of this Memorandum or by notice on the Web Site; and
iii. reserves the right to reject any or all bids received.

Any and all costs incurred by a Prospective Purchaser with respect to this offering are for the sole account of the Prospective Purchaser. PwC will pay no finders' fees, commissions or other compensation to agents or intermediaries retained by a Prospective Purchaser under any circumstances.

The Bid Process allows PwC to apply to the Court at any time during the process to consider a sale of the assets outside of the Bid Process.

# Lot 1 - Land and Buildings

## Land

This package contains the land and buildings located on the parcel legally described as:

All that portion of the southeast quarter of Section thirty (30)
Township Twelve (12), Range Three (3), West of the Fourth Meridian
Containing 160 acres, more or less
excepting thereout:

| Plan | Number | (Acres) More or Less |
|---|---|---|
| Road Widening | 7810775 | 1.03 |

Excepting thereout all mines and minerals

Details of the land base are as follows:

| | |
|---|---|
| **Total Acres** | 158.97 |
| **Present Use:** | |
| **Building Sites** | 3 newer hog finishing barns and office building |
| **Land** | Grazing |
| **CLI Rating** | 4MT |
| **Soil and Topography** | Brown soils with gently rolling topography |
| **Fencing** | Perimeter Fencing |
| **Zoning** | Agricultural |

Picture #1

## Lot 1 - Land and Buildings (cont'd)

### Buildings

| Building # | Description | Pictures |
|---|---|---|
| 1 – Shop/Office | 40 X 40 metal clad structure built in 2002. Interior is metal lined and is portioned into a shop area, office, water system & 14,000 gallon cistern and generator room. Single overhead door into shop area, with two single entry doors. Boiler system with concrete floor with in-floor heating and shop area has forced hot air unit heater. | 2, 3, 4, 5, 6, 7, 8, |
| 2 – Finishing Barns (three) | Three identical 92 X 204 barns built in 2002. Concrete panel construction with metal clad roof on wood frame truss rafters. Interior is partitioned with concrete panels and has metal clad ceiling throughout. Floors are fully slated and barns are divided in half lengthwise. Each side has 11 feeders, each with 2 nipple type waterers. Sort master Gen II pig sorter on each side. Open floor design with moveable panels to slow animal movement. Each barn has capacity for 2,000 pigs (1,000 per side). Front addition is of the same construction as the main portion of the building. Front addition houses climate control, water and feed systems, as well as showers and supply/change room. | 10, 11, 16, 17, 18, 19, 20, 21, 22, 23 |
| 3 - Services | Three phase power with separate transformers for each barn. Natural gas service. Two drilled wells. Septic system. 160 X 500 two cell lagoon. | 13, 14, 15, 24 |

# Lot 2

## Equipment

| Lot | Year | Model | Serial # | Picture No. |
|---|---|---|---|---|
| Lot 2a | 2000 | JD 5310 65 HP Tractor (1468 hours) | LV5310S333209 | 25 |
| Lot 2b | 2001 | JD 521 Loader | W00521D010947 | 25 |
| Lot 2c | 2002 | Leon Model M70 Scraper | 3194205 | 26 |
| Lot 2d | 2002 | Hotsy WB301 water blast Steam Cleaner with 400L Nowestco tank | 5065013 and 50640103 | 27, 29 |
| Lot 2e | 2003 | Certified Custom Trailer – 10" X 5" | 2P9UC201531057015 | 28 |
| Lot 2f | 2002 | 12 – Wheatland Model 912R 1216 bushel hopper bottom feeder bins | 20020820113<br>20020820119<br>20020820121<br>20020820125<br>20020820142<br>20020820151<br>20020820152<br>20020820154<br>20020820155<br>20020820159<br>20020820160<br>20020820161 | 12, 30 |
| Lot 2g | 2002 | John Deere Power Teck 125 kw Generator with John Deere 6.8L diesel engine (174 hours) | PE6068T189691 | 9, 31 |
| Lot 2h | | Noma Lawn Mower | 759317 | 32 |
| Lot 2i | | Westeel Fuel Tank and Stand | No visible serial number | 33 |
| Lot 2j | | Compressor | | 34 |

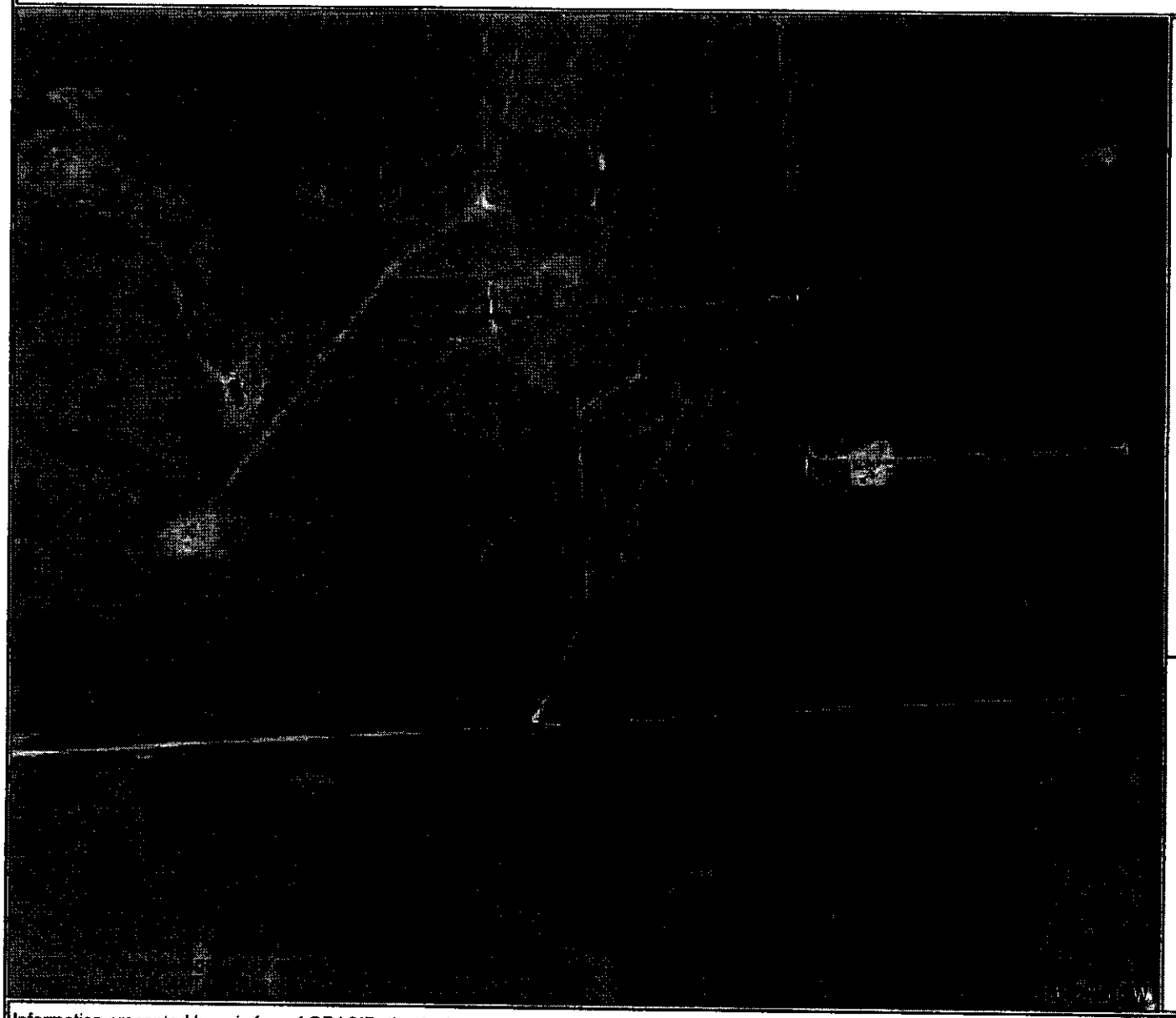
| | | | | |
|---|---|---|---|---|
| Lot 2k | | Sprayer | | 35 |
| Lot 2l | | All shop items not specifically noted | | |
| Lot 2m | | All of Lot 2 | | |

# Lot 3 - Office Furniture/Equipment

| | Description | Picture No. |
|---|---|---|
| 1 | Dell Optiplex 6X260 Computer systems each consisting of monitor, CPU, Keyboard and Mouse | 36 |
| 1 | Panasonic phone system – 1 phone | 37 |
| 1 | Brother FMC 240C Fax Machine | 37 |
| 1 | 2 pedestal desk and chair | 38 |
| 2 | 2 drawer letter size metal filing cabinet | 37, 39 |
| 1 | Frigidaire refrigerator | 40 |
| 1 | Goldstar microwave | 41 |
| 1 | Table and 3 chairs | 42 |
| 1 | Whirlpool washer and dryer | 43 |
| | Assorted office supplies and equipment not specifically identified above | |

# Lot 4 - Lots 1-3 En Bloc

# Alberta Soil Information Viewer



Roads

Primary

Township Grid

Section Grid

Green Area

Information presented here is from AGRASID, the Agricultural Region of Alberta Soil Inventory Database. It contains soil and landscape information with defining spatial polygons for the agricultural region of Alberta.

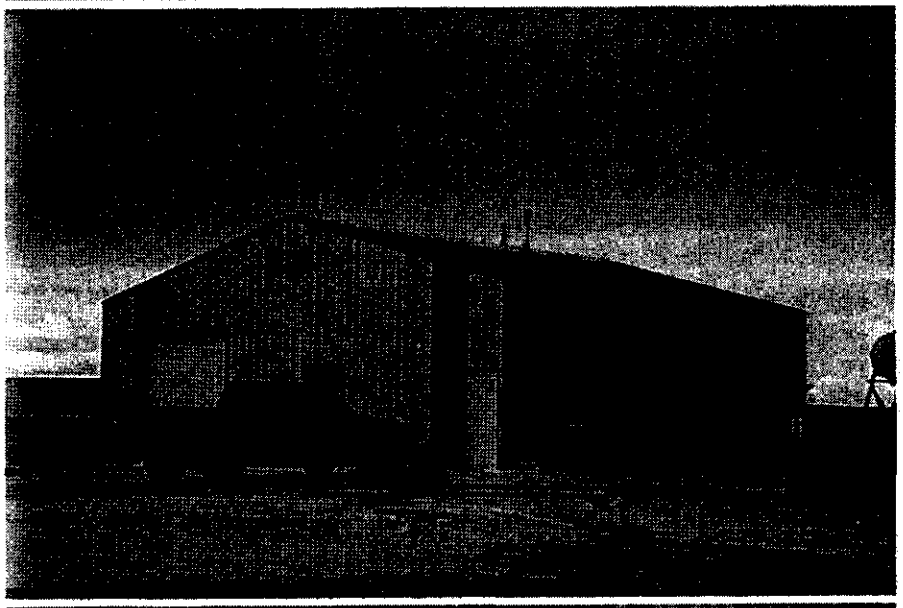
Scale 1:11,243

**Alberta Agriculture and Food**

Printed: Jan 16, 2008 10:53:15 AM

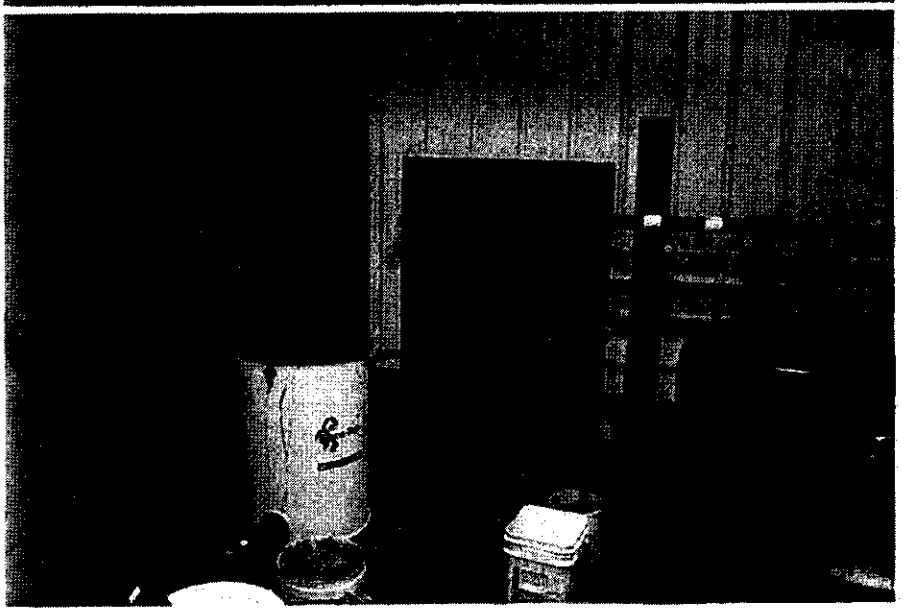
Aerial Image

Picture #1



Office/Shop

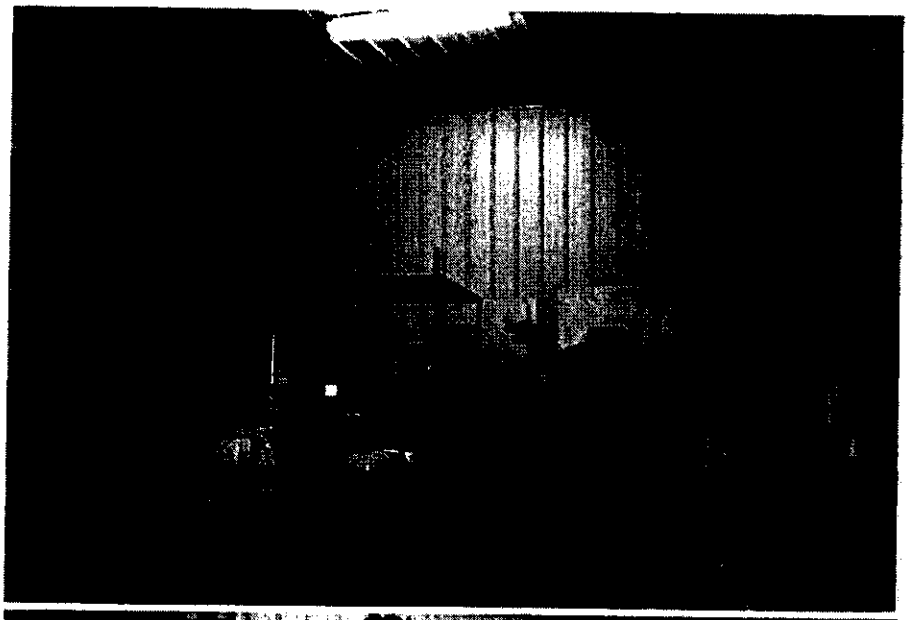
Picture #2



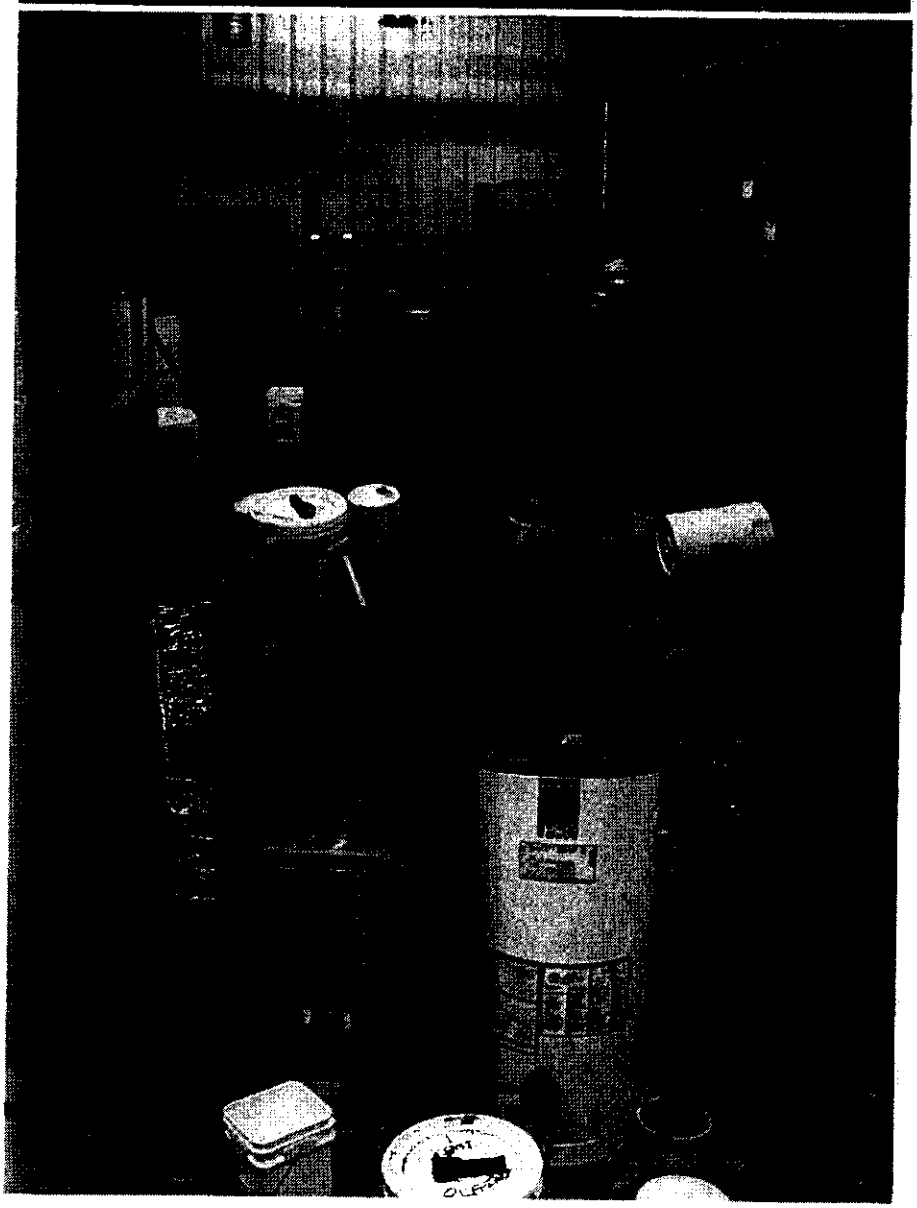
Inlet from Cistern

Picture #3

Office/Shop Interior Views



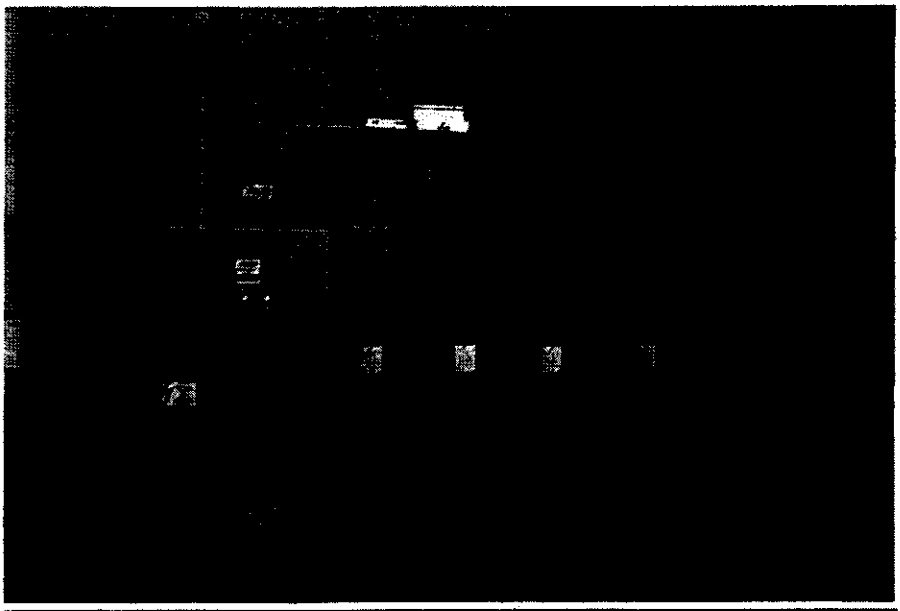
Shop Area
Picture #4



Water System
Picture #5

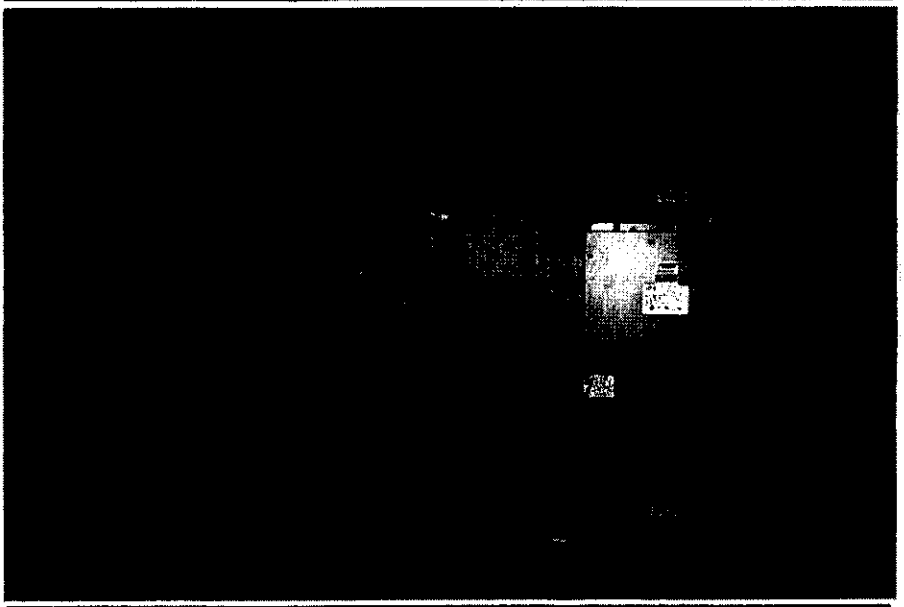
Heater & Water Heater
Picture #6

Office/Shop Interior Views

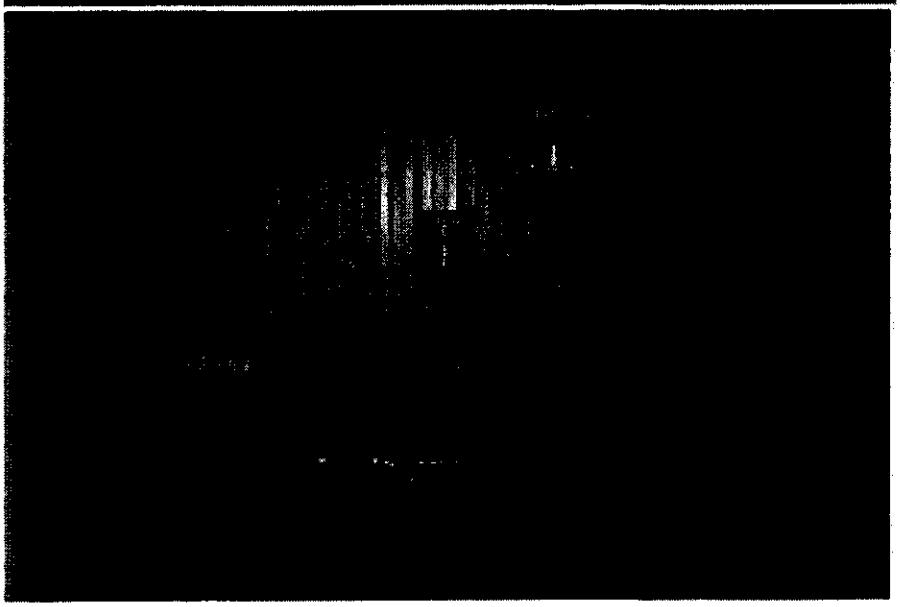


Electrical Panels

Picture #7

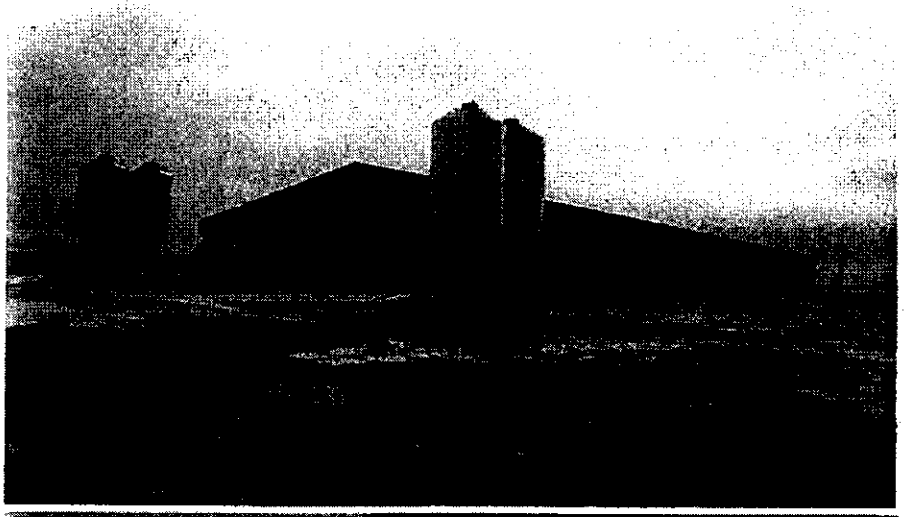


Picture #8

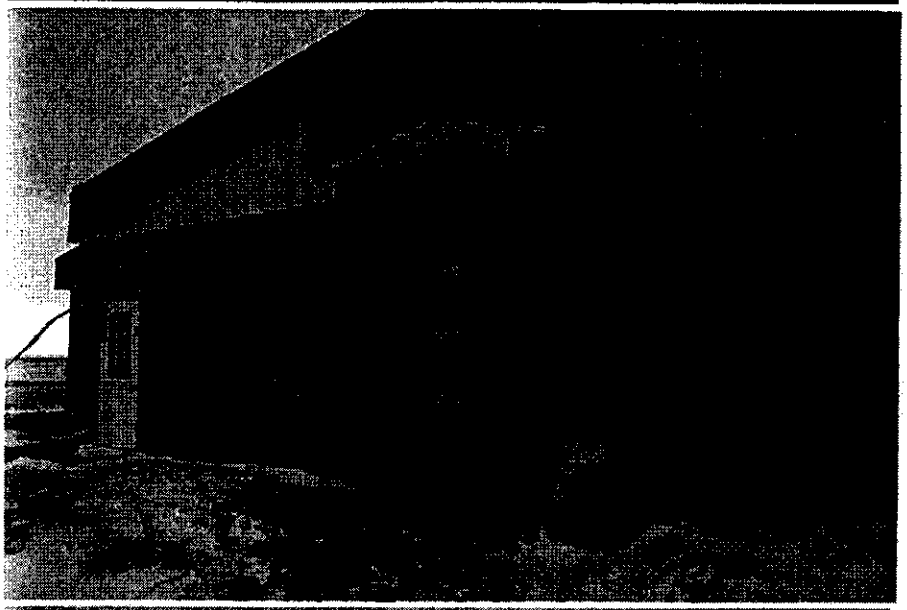


Generator

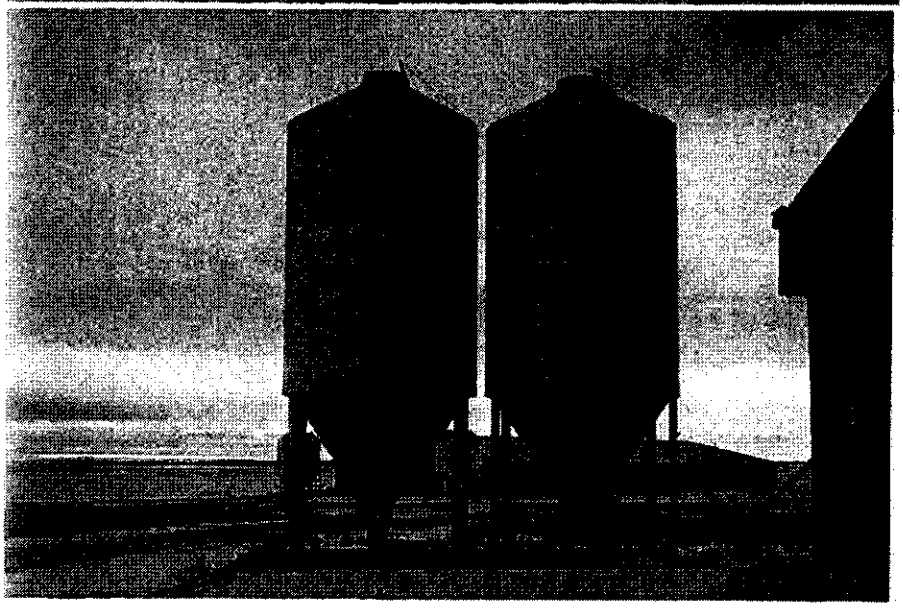
Picture #9



Pig Barn
Picture #10

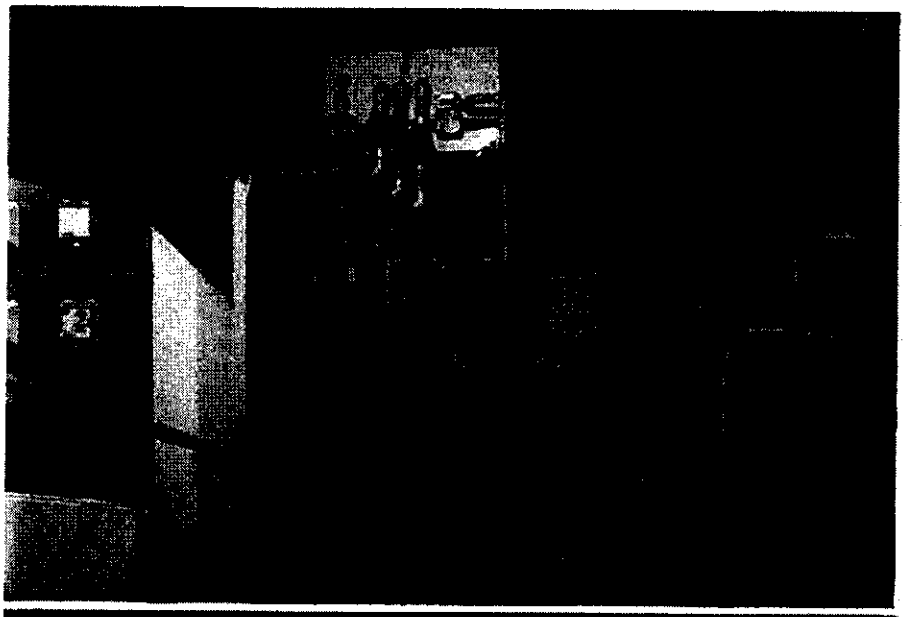


Loading Dock
Picture #11



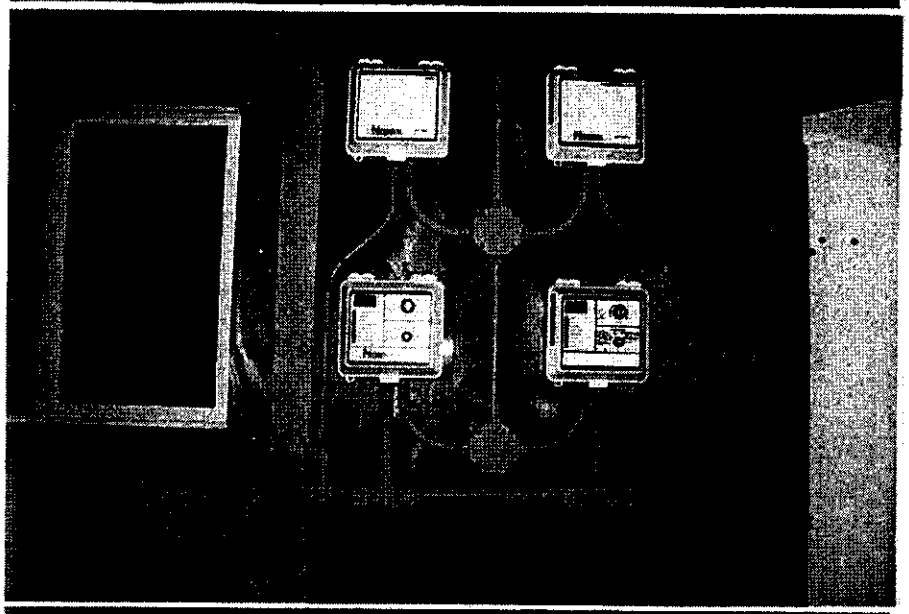
Feed Bins
Picture #12

Pig Barn Interior Views



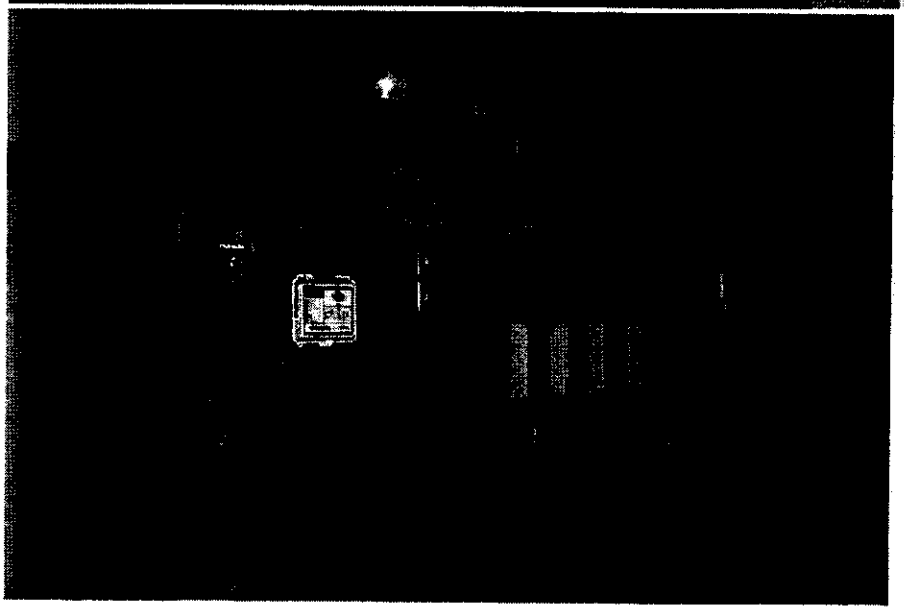
Water System

Picture #13



Feed Controls

Picture #14

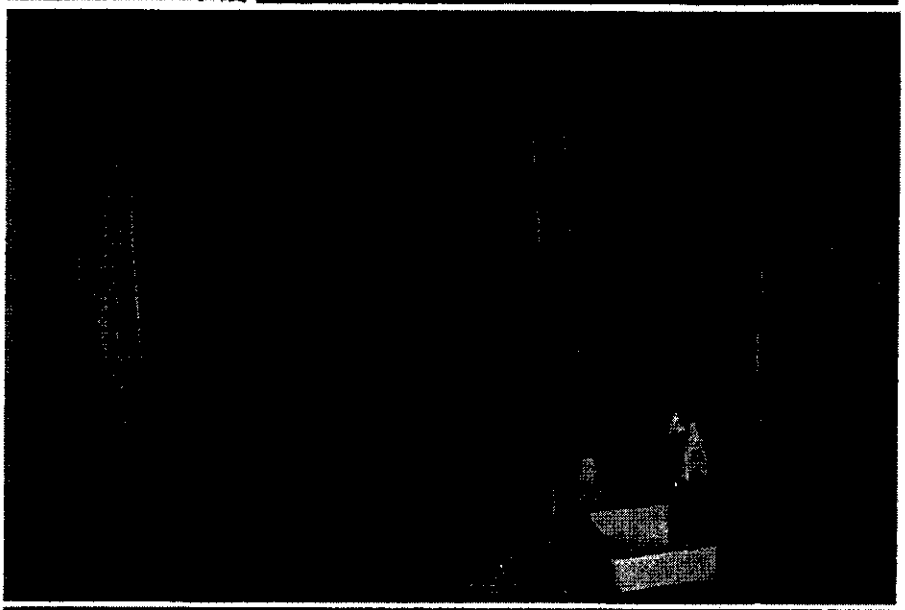


Power

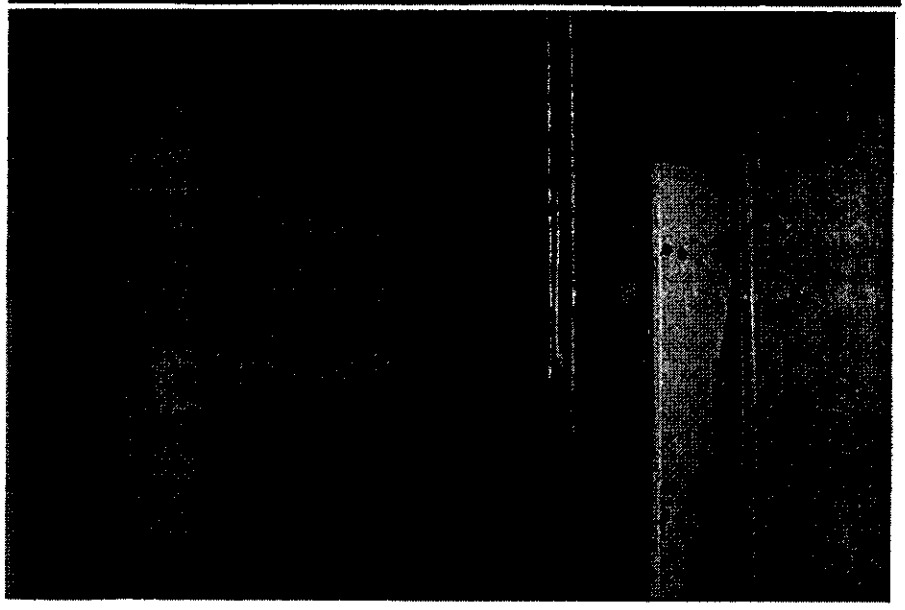
Picture #15

Pig Barn Interior Views

Storage Room
Picture #16

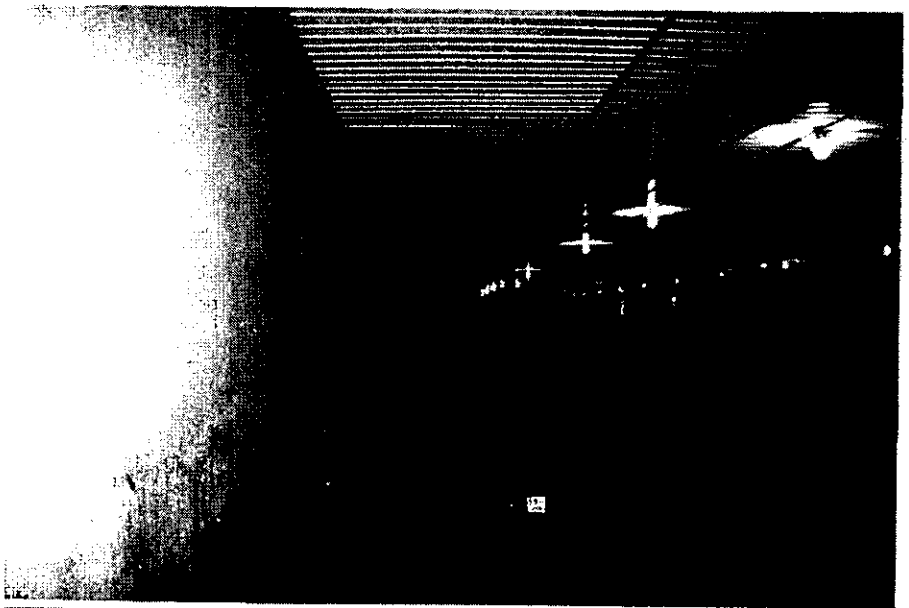


Wash Room
Picture #17



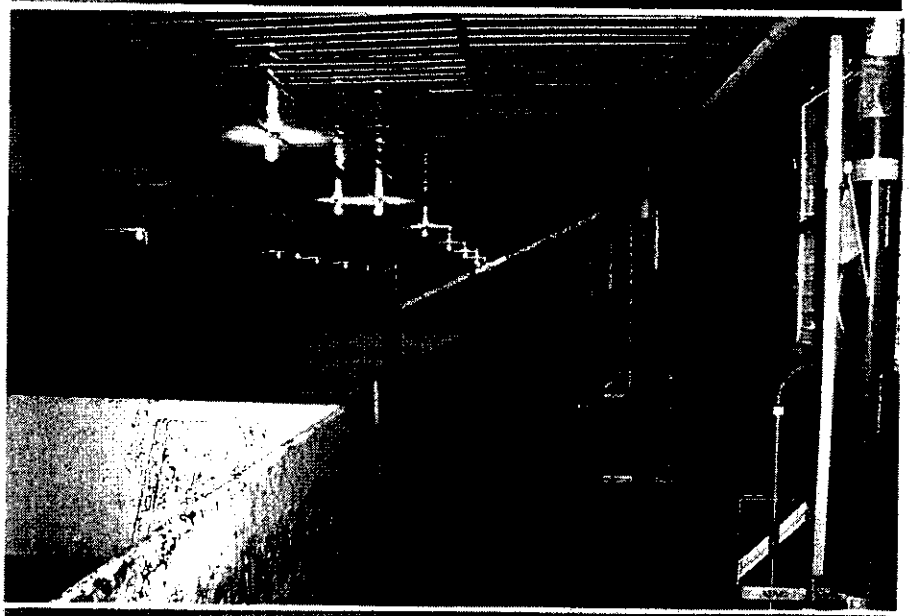
Shower
Picture #18

Pig Barn Interior Views

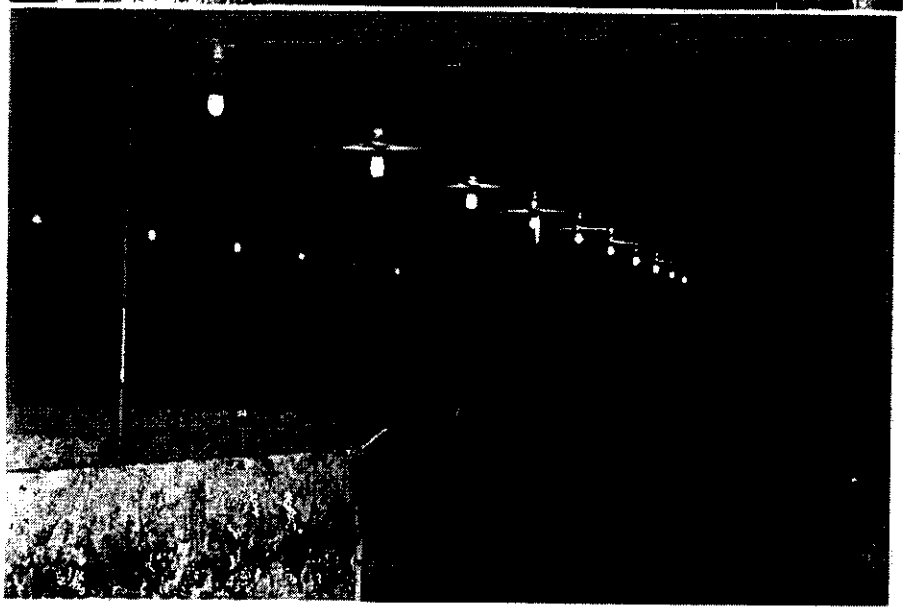


Interior of Barn

Picture #19

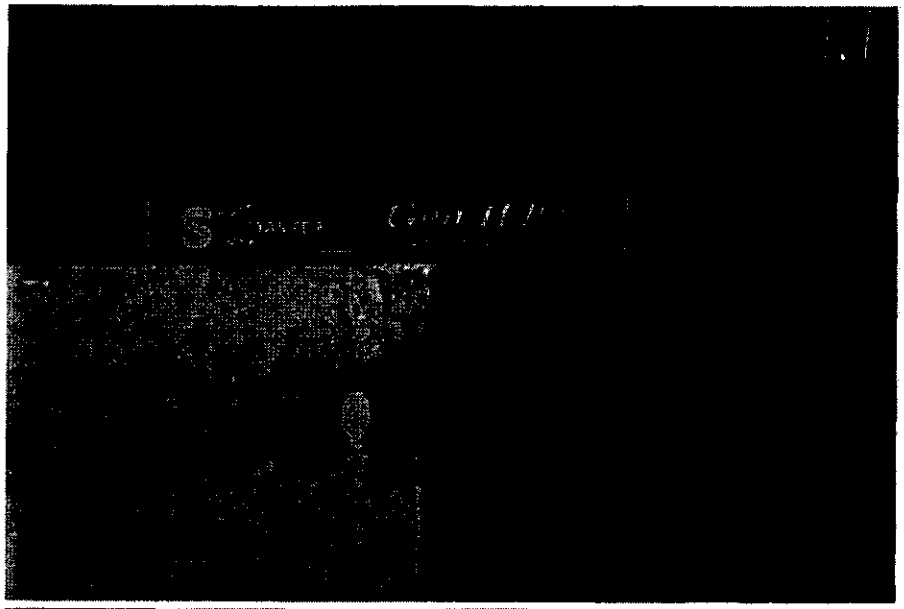


Picture #20



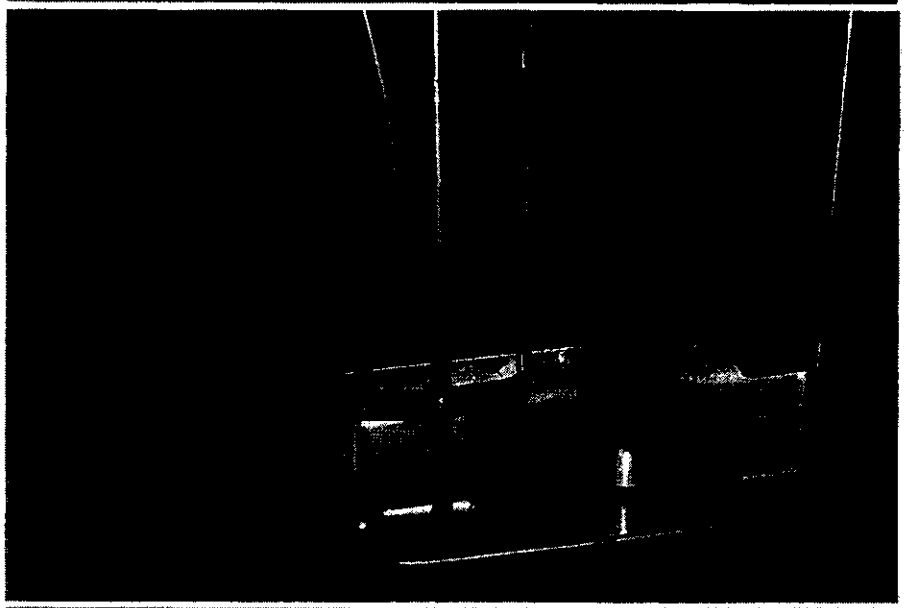
Picture #21

Pig Barn Interior Views



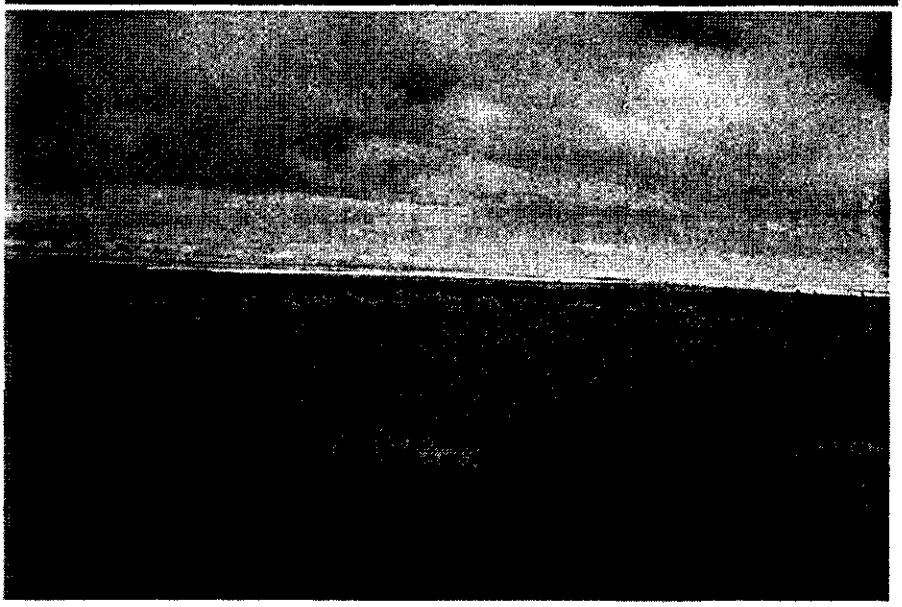
Sort Master

Picture #22



Feeder/Waterers

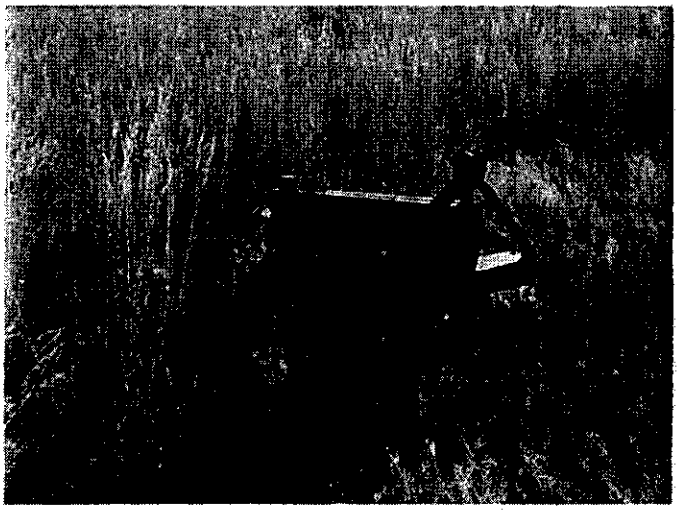
Picture #23



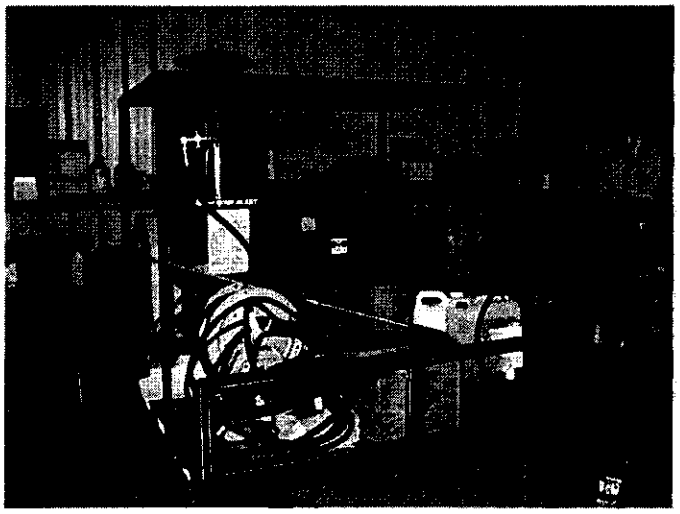
Lagoon

Picture #24

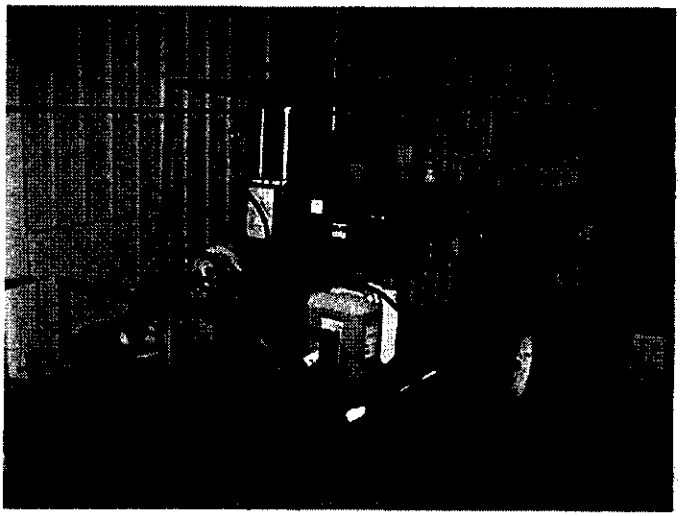
John Deere 5310 Tractor and 521 Loader – Picture # 25



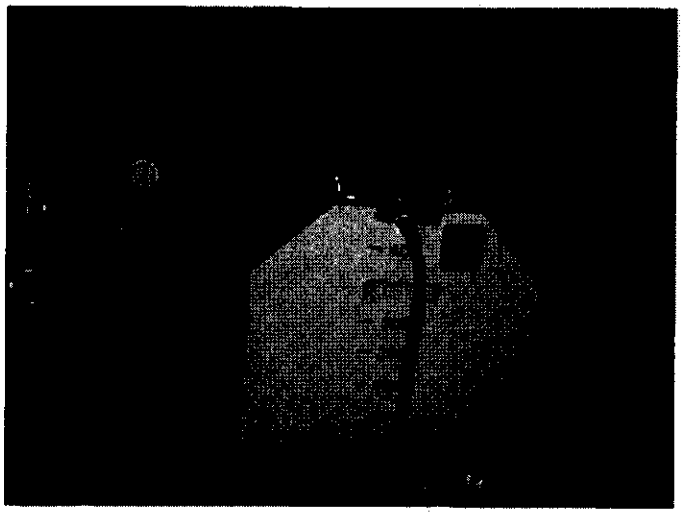
Leon Scraper – Picture # 26



Hotsy Steam Cleaner – Picture # 27

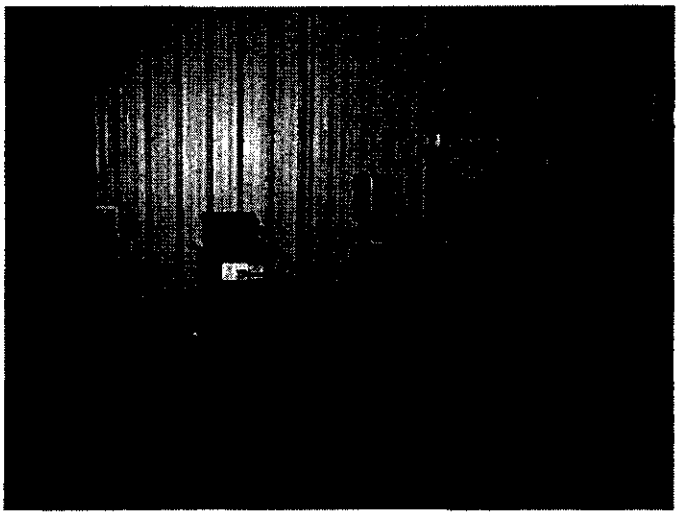


Certified Custom Trailer – Picture # 28



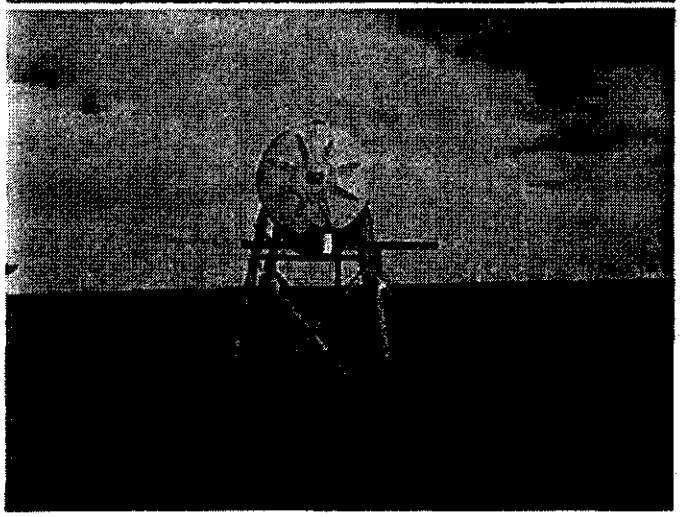
Norwesco Tank – picture # 29

2 of 12 Wheatland Bins – Picture # 30



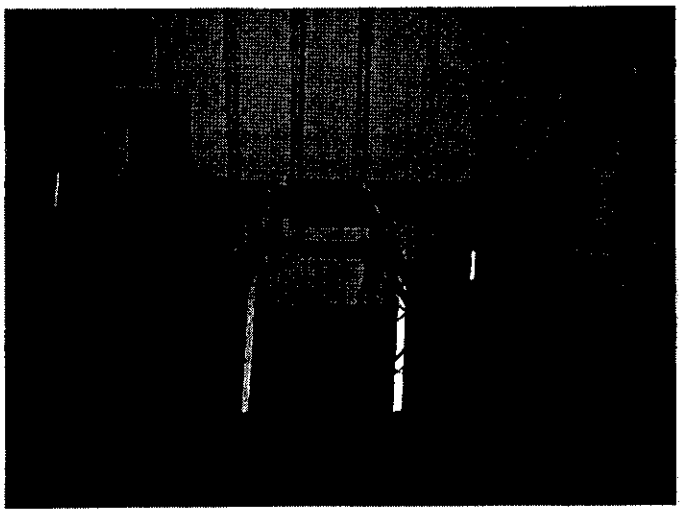
John Deere Power Tech Generator – Picture # 31

Noma Lawn Mower – Picture # 32

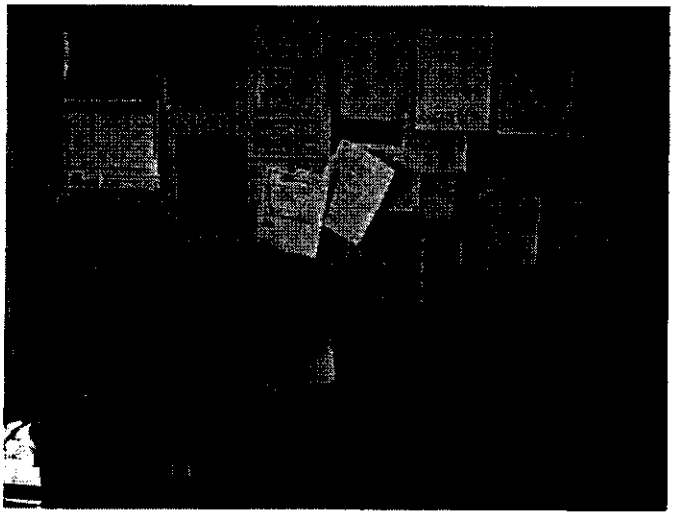


Fuel Tank and Stand – Picture # 33

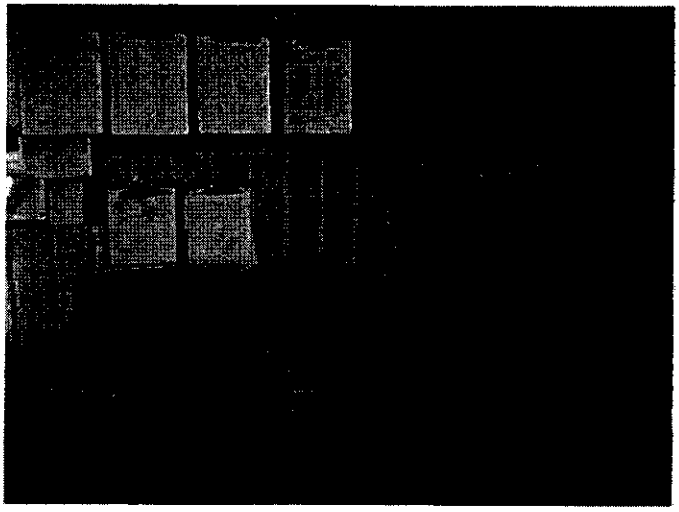
Compressor – Picture # 34



Sprayer – Picture # 35

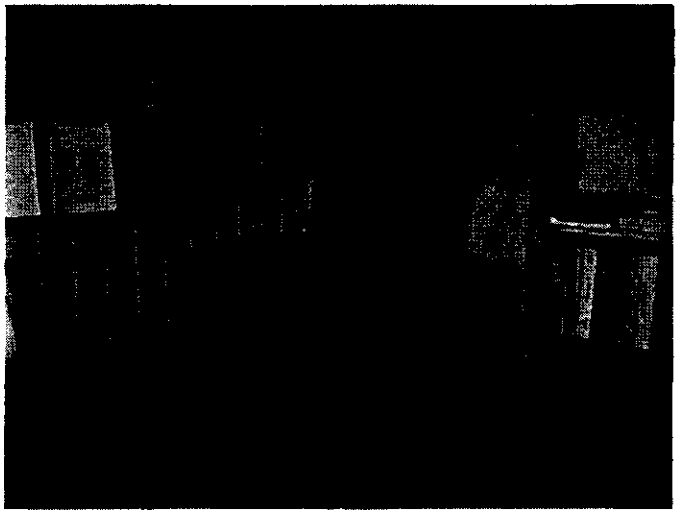


Dell Computer System - Picture # 36

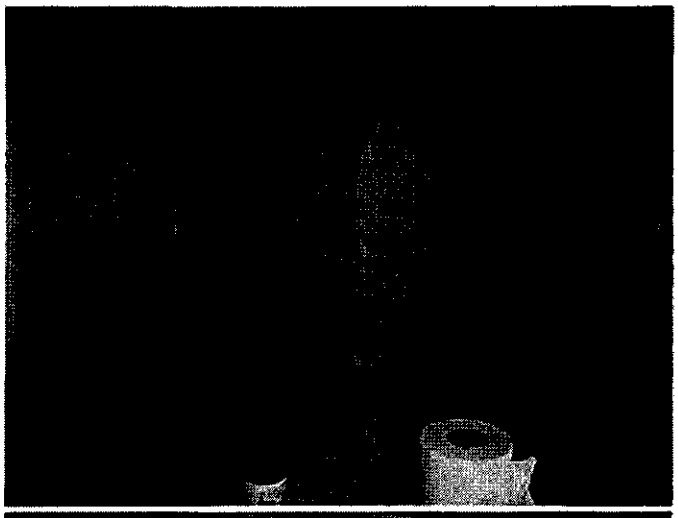


Lexmark Printer, Brother Fax, File Cabinets
Picture # 37

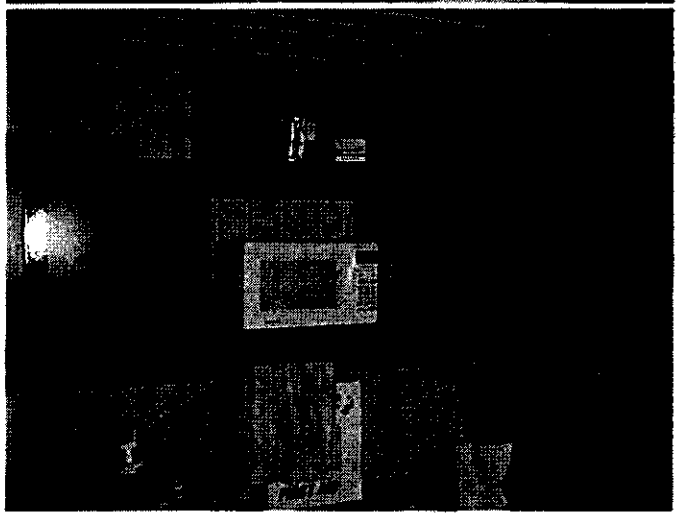
Office Desk and Chair – Picture # 38



Filing Cabinets – Picture # 39



Refrigerator – Picture # 40



Microwave – Picture # 41

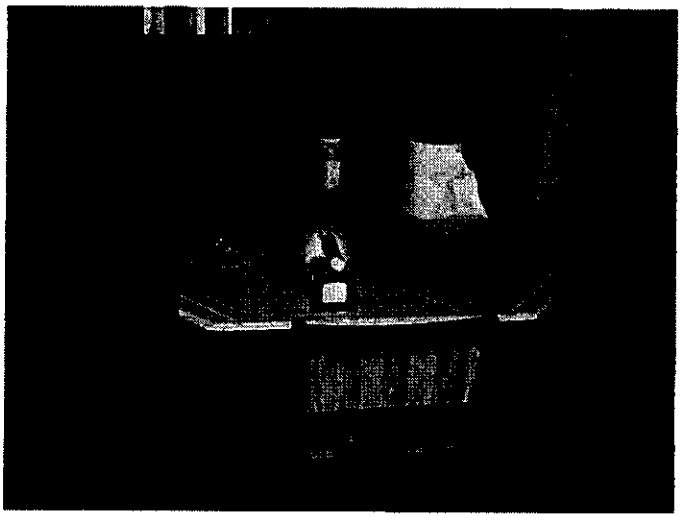
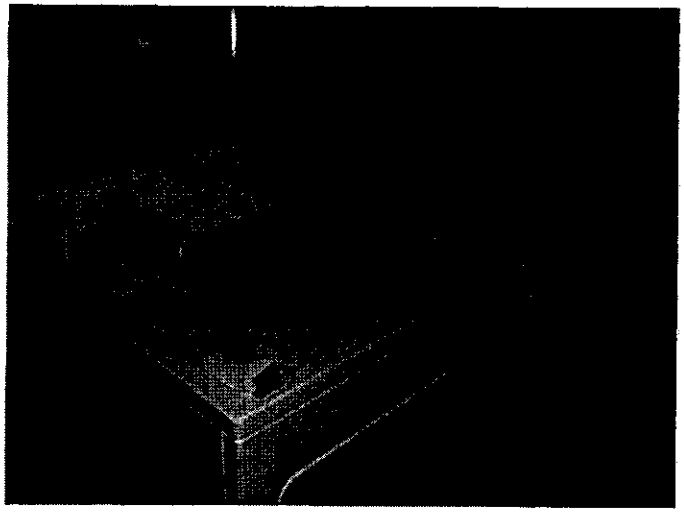


Table and 3 Chairs – Picture # 42



Washer and Dryer – Picture # 43

APPENDIX A

# Offer

To: PricewaterhouseCoopers Inc. as Interim Receiver of Great Plains Farms Ltd.
3100, 111 – 5th Avenue SW
Calgary, Alberta
T2P 5L3

Attention: Donald J. Roberts, Senior Vice President

Re: Great Plains Farms Ltd. – In Receivership

1. _____
(Name of Offeror)

2. _____
(Address of Offeror)

3. _____
(Telephone Number)

4. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Memorandum (as defined below) to which this Bid Letter is attached including the Terms and Conditions (as defined below).

5. I/We hereby submit this offer pursuant to the Terms and Conditions of Sale dated August __, 2008 attached as Appendix B to the information memorandum the "Memorandum") circulated by PricewaterhouseCoopers Inc. in respect of the assets of Great Plains Farms Ltd. (the "Terms and Conditions") for the purchase of the Lots indicated below:

| | |
|---|---|
| Lot 1 | $_____ (Cdn.) |
| Lot 2a | $_____ (Cdn.) |
| Lot 2b | $_____ (Cdn.) |
| Lot 2c | $_____ (Cdn.) |

APPENDIX A

| | |
|---|---|
| Lot 2d | $_____ (Cdn.) |
| Lot 2e | $_____ (Cdn.) |
| Lot 2f | $_____ (Cdn.) |
| Lot 2g | $_____ (Cdn.) |
| Lot 2h | $_____ (Cdn.) |
| Lot 2i | $_____ (Cdn.) |
| Lot 2j | $_____ (Cdn.) |
| Lot 2k | $_____ (Cdn.) |
| Lot 2l | $_____ (Cdn.) |
| Lot 2m (All of Lot 2) | $_____ (Cdn.) |
| Lot 3 | $_____ (Cdn.) |
| Lot 4 (Lots 1-3 En Bloc) | $_____ (Cdn.) |

6. I/We agree to be bound by the Terms and Conditions in respect of the assets of Great Plains Farms Ltd., which shall be deemed to be incorporated into and form part of this offer.

7. This offer is irrevocable except in accordance with the Terms and Conditions.

8. Enclosed is my/our certified cheque payable to PricewaterhouseCoopers Inc. as Interim Receiver of Great Plains Farms Ltd., as a deposit in the amount of $_____, representing 10% of the total amount of my/our offer submitted herein.

Dated at _____ this _____ day of _____, 2008.

_____ _____

Witness (Signature)

**(If Offeror is a Corporation, a corporate seal must be affixed)**

# Appendix B

## Terms and Conditions of Sale of Great Plains Farms Ltd. ("GPF") Assets

1. The vendor of the GPF assets ("the Assets"), as described in the asset listing to be provided ("the Asset Listing"), is PricewaterhouseCoopers Inc. as Interim Receiver of Great Plains Farms Ltd. ("PwC") and not in its personal capacity.

2. Each Offer must be in a sealed envelope marked:

   **"DO NOT OPEN" Offer regarding Great Plains Farms Ltd.**

   addressed to:

   PricewaterhouseCoopers Inc.
   3100, 111 - 5th Ave SW
   Calgary, Alberta
   T2P 5L3
   Attention: Donald J. Roberts, Senior Vice President

   Offers will be received until **3:00 p.m. Calgary Time on Friday, October 24, 2008** at which time the Offers will be opened by PwC.

3. All offers shall be in writing, signed by the Prospective Purchaser or duly authorized officer(s) of the Prospective Purchaser, as applicable. Prospective Purchasers shall use the bid letter attached to this Memorandum as Appendix A.

4. In the event a Prospective Purchaser wishes to bid on one or more Package(s) it shall allocate the purchase price among such Lots (i.e. Lot 1, 2, 3, etc.) forming part of the Package on which the Prospective Purchaser is bidding.

5. Where a Prospective Purchaser wishes to make separate offers for more than one Package, it may do so by submitting a separate offer for each and allocating the purchase price among all Lots forming part of the Package on which the Prospective Purchaser is bidding.

6. All Offers, including these Terms and Conditions of Sale, shall constitute a binding offer.

7. All Offers must be accompanied by the Deposit. If the Offer is approved by PwC (the "Approved Offer") the Deposit shall be deemed to be a cash deposit toward the total purchase price as set out in such Offer. Court approval will be required to approve the offer and to vest the Assets in the name of the Prospective Purchaser. Closing shall occur as quickly as possible, but in any event within 15 days following approval by the Court (the "Transaction Closing Date") and shall take place at the offices of PwC, in

Calgary, Alberta, or such other places as may be mutually agreed upon between PwC and the Prospective Purchaser under the Approved Offer ("the Approved Purchaser").

8. Cheques or drafts accompanying Offers that are not approved by PwC shall be returned to the Prospective Purchaser by either personal delivery or by prepaid registered mail addressed to the Prospective Purchaser at the address set forth in his Offer on or before November 7, 2008 without interest thereon.

9. The highest or any Offer shall not necessarily be approved. Offers received by PwC that do not strictly comply with these Terms and Conditions, or which contain proposals to vary, amend or supplement the Terms and Conditions of Sale may in the absolute discretion of PwC be rejected. Before or after the opening of Offers, PwC may negotiate with any Prospective Purchaser. PwC shall not be obliged to negotiate with any Prospective Purchaser or to give any Prospective Purchaser an opportunity to resubmit an Offer.

10. By submitting an Offer, each Prospective Purchaser acknowledges that it has inspected the Assets, that it has in making its offer relied, entirely on its own inspection and investigation that it is purchasing GPF's right, title and interest, if any, in the Assets on an "as is, where is" basis, and that no representations, conditions or warranties are expressed or can be implied as to title, encumbrances, description, condition, fitness for purpose, quality, quantity, costs, merchantability, assignability, or as to any other matter whatsoever. Without limiting the generality of the foregoing, no condition, warranty or representation provided for or implied by the *Sale of Goods Act* (Alberta) has been or will be given by PwC and the Prospective Purchaser expressly waives all such express or implied conditions, warranties and representations. Each Prospective Purchaser acknowledges that the Assets are specifically offered as they will exist on the Closing Date with no representation, warranty or condition as to any matter and with no adjustment to be allowed to either PwC or the purchaser for any changes in the condition of the Assets from the date hereof until the Closing Date or for any other reason whatsoever. Furthermore, the Prospective Purchaser agrees to accept GPF's right, title and interest, if any, in the Assets, and acknowledges that, it shall be the Prospective Purchaser's own and sole responsibility to obtain and pay the costs of any consents, permits, licenses or other authorizations necessary or desirable for the transfer of such right, title and interest, if any, to the Prospective Purchaser or for the operation, removal or use of the Assets.

11. The Memorandum, asset listing, information packages, and other material concerning the Assets or the sale thereof provided by or on behalf of PwC as Interim Receiver of GPF have been prepared solely for the convenience of Prospective Purchasers and are not part of the Terms and Conditions of Sale and do not constitute warranties or representations by PwC. The Asset Listing is for the purpose of identification only and no condition, warranty or representation has been or will be given by PwC concerning the accuracy, completeness or any other matter concerning those descriptions.

12. PwC shall not be required to produce any abstract of title, title deeds or documents or copies thereof or any evidence as to title, other than those in its possession.

13. If, prior to the Transaction Closing Date, legal proceedings are either threatened or commenced by any person against PwC concerning the Approved Offer or the Assets to be purchased, or if PwC is prevented by Court order from closing any Approved Offer, PwC may elect, by notice to the Approved Purchaser, to terminate the Approved Offer and each of PwC and the Approved Purchaser shall be released from their respective obligations under the Approved Offer and PwC shall return the Deposit to the Approved Purchaser without interest, costs or compensation and neither party shall have any right to specific performance, to recover damages or expenses, or to any other remedy.

14. By making an offer, each Prospective Purchaser hereby represents and warrants to PwC that it is not a non-Canadian as defined in the *Investment Canada Act* unless it otherwise so advises PwC in writing in its Offer.

15. If any Approved Purchaser fails to comply with any term or condition of the Approved Offer, the Deposit and all other payments made to PwC shall be forfeited on account of liquidated damages, without prejudice to any of PwC's remedies and the Assets may be sold or resold by PwC in such manner and on such terms and conditions as PwC in their sole discretion determine, and the deficiency, if any, on any sale or resale, together with all charges attending the same or occasioned by the defaulting Approved Purchaser shall be paid forthwith upon demand by such Approved Purchaser to PwC.

16. The Assets shall be and remain at the risk of PwC as its interest may appear until closing. From and after the Closing Date, the Assets are at risk of the Approved Purchaser.

17. On the Transaction Closing Date, the Approved Purchaser shall pay to PwC the following by way of a certified cheque drawn on or a draft drawn by a Canadian Chartered Bank:

    (a) the balance of the purchase price after crediting the amount of the Deposit; and

    (b) all applicable federal, provincial and municipal taxes exigible in connection with the Approved Offer, including, without limitation, Goods and Services Tax ("GST").

18. On the transaction Closing Date, PwC as Interim Receiver and Manager of GPF will deliver to the Approved Purchaser such bills of sale, assignments and other conveyancing documents or vesting orders as PwC, acting reasonably, considers necessary to convey to the Approved Purchaser GPF's rights, title and interest, if any, to the Assets purchased, without representations or warranties of any kind.

19. GPF's right, title and interest in the Assets shall not pass to the Approved Purchaser until the purchase price, and all other payments to be made by the Approved Purchaser

pursuant to the Approved Offer have been paid in full and the Approved Purchaser shall have complied with all the Approved Purchaser's covenants therein contained.

20. PwC also:
    - reserves the right to qualify any Prospective Purchaser by requesting references and/or demonstration of financial capability. Prospective Purchasers who are not known to PwC are therefore advised to supply information as to financial capability prior to the bid date;
    - reserves the right to terminate, amend or modify terms, conditions or procedures of this offering at any time by notice of same to Prospective Purchasers who have been provided a copy of this Memorandum or by notice on the Web Site; and
    - reserves the right to reject any or all bids received.

21. Any notice, demand, acceptance, request, election or waiver required or permitted to be given pursuant to any Approved Offer (the "Notice") shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by telecopy or if mailed by registered mail, postage prepaid, addressed to the party to whom the same is given as follows:

    a. In the case of PwC:

       PricewaterhouseCoopers Inc.
       3100, 111 - 5th Ave SW
       Calgary, Alberta
       T2P 5L3
       Attention: Donald J. Roberts, Senior Vice President

    b. In the case of an Approved Purchaser, at its address or telecopier number as the case may be, indicated in its Approved Offer.

    Any such notice so personally delivered or telecopied shall be deemed to be given on the date on which it was so personally delivered or telecopied, and any Notice so served by registered mail shall be deemed to have been given on the fifth business day following the date on which it was mailed. During the existence of any interruption or threatened interruption in the Canadian Postal Services, all Notices shall be personally delivered or forwarded by telecopy.

22. Any Approved Offer entered into in response to this Bid Process shall constitute the entire agreement between the parties thereto pertaining to the subject matter thereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no agreements or understandings between the parties in connection with the subject matter hereof except as specifically set forth therein. No supplement, modification, waiver or termination of an Approved Offer or of these Terms and Conditions of Sale shall be binding, unless executed in writing by the parties to be bound thereby, provided that the time provided for doing any matter or thing contemplated therein may be abridged or extended by

written agreement, in letter form or otherwise, executed by duly authorized solicitors for the parties.

23. PwC may waive, in their sole discretion, by written notice to the Approved Purchaser, any and all of the terms and conditions in these Terms and Conditions.

24. Any tender of documents or money required to be made hereunder may be made to GPF, PwC or any Approved Purchaser, or their respective solicitors.

25. PwC shall not be required to pay any commission or brokerage fees with respect to any sale pursuant hereto.

26. All stipulations herein as to time shall be of the essence.

27. The Terms and Conditions shall not merge on the closing of the Approved Offer but shall remain in full force and effect.

28. The validity and interpretation of these Terms and Conditions of Sale, and of each provision and part thereof, and any Approved Offer resulting from the acceptance of any Offer made pursuant thereto, shall be governed by the laws of the province of Alberta to which jurisdiction of the courts thereof PwC, all Prospective Purchasers and the Approved Purchaser irrevocably submit and attorn.

DATED at Calgary, Alberta this 2nd day of September, 2008.

**PricewaterhouseCoopers Inc.** in its capacity as
Interim Receiver and Manager of Great Plains Farms Ltd.
and not in its personal capacity