Saskatchewan Justice **Corporations Branch**	**Articles of Reorganization** **Form 14** ***The Business Corporations Act*** **(Section 185)**

1. Name of Corporation — **Big Sky Farms Inc.**

   Corporation No. — **629788**

2. In accordance with the order for reorganization, the Articles of Incorporation are amended as follows:

Pursuant to the Order (Sanction of Plan of Arrangement; Approval of Articles of Reorganization; Postponement of Annual Shareholders' Meetings; Termination of USA; Extension of Stay of Proceedings) dated February 11, 2010, the Articles of the Corporation are amended as follows:

(a) by cancelling Schedule "I" to the Restated Articles of Incorporation that were registered under the Act on November 23, 1999 and replacing that Schedule "I" with the Schedule attached hereto and incorporated in this form.

Date	Signature	Office Held

SCHEDULE TO ARTICLES OF REORGANIZATION OF

BIG SKY FARMS INC.

The articles of Big Sky Farms Inc. (the "**Company**") are amended as follows, in the following order:

(a) to amend and restate the rights, privileges, restrictions and conditions attaching to the Common Shares as set out in this Schedule to the Articles of Reorganization of the Company;

(b) to create an unlimited number of "**Special Voting Shares**", each having the rights, privileges, restrictions and conditions attaching to the Special Voting Shares as set out in this Schedule to the Articles of Reorganization of the Company; and

(c) to declare that the capital of the Company after giving effect to the foregoing consists of (i) an unlimited number of Common Shares, and (ii) an unlimited number of Special Voting Shares.

PART 1 – RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO THE COMMON SHARES

1.1 Voting Rights.

Subject to the rights of the holders of the Special Voting Shares, the holders of the Common Shares shall be entitled as such to receive notice of and to attend all meetings of the shareholders of the Company and the right to vote at any such meeting (except for meetings at which only holders of the Special Voting Shares are required by law to vote separately as a class). Except at meetings where the right to vote is restricted to the holders of another class of shares, (i) the Common Shares shall be entitled to vote as a class 5% of the votes to be cast on any question to be considered for determination by the shareholders; and (ii) each Common Share shall confer onto the holder thereof, one vote.

1.2 Definitions

For the purposes of Section 1.3 and 1.5, the following references shall have the following meanings:

(a) "**B**" is the number of outstanding Special Voting Shares;

(b) "**C**" is the aggregate number of outstanding Common Shares and Special Voting Shares;

(c) "**D**" is the aggregate number of outstanding Common Shares;

(d) "**F**" is the number of outstanding Common Shares held by the holder;

(e) "**H**" equals **1** minus ((**J** minus **0.95**) divided by **0.05**);

(f) "**J**" equals **B** divided by **C**;

(g) "**Aggregate Dividend Amount**" has the meaning given to that term in Section 1.3; and

(h) "**Aggregate Distribution Amount**" has the meaning given to that term in Section 1.5.

1.3 Dividends.

(a) If **B** divided by **C** is equal to or less than 0.95, then the holders of the Common Shares shall be entitled to receive and the Company shall pay thereon, dividends, as and when declared by the Directors.

(b) If **B** divided by **C** is greater than 0.95, then each holder of Common Shares shall be entitled to receive and the Company shall pay thereon dividends, as and when declared by the Directors, provided however, that no dividend may be declared or paid on the Common Shares unless a dividend is concurrently declared and paid on the Special Voting Shares pursuant to Section 2.3 (the aggregate dividend declared by the Directors on the Common Shares and the Special Voting Shares referred to as the "**Aggregate Dividend Amount**"), and the share of the Aggregate Dividend Amount paid to each holder of Common Shares is determined as follows:

> **F** divided by **D** multiplied by **H** multiplied by the **Aggregate Dividend Amount**

1.4 Redemption.

(a) Subject to the Act, if at any time the number of Special Voting Shares represents 60% or more of the aggregate outstanding Common Shares and Special Voting Shares, the Company may redeem the whole of the outstanding Common Shares on payment for each share to be redeemed of the Common Shares Redemption Price, together with all unpaid declared dividends thereon (all such sums, collectively, the "**Common Shares Redemption Amount**"). The "**Common Shares Redemption Amount**" is an amount per share equal to $1000 divided by the aggregate number of outstanding Common Shares, rounded up to the nearest $0.01.

(b) Unless the holders of the Common Shares have waived notice of redemption, the Company shall give not less than 10 days' notice (the "**Redemption Notice**") in writing of the redemption of the Common Shares by mailing to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, a notice of the intention of the Company to redeem the Common Shares. Such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Company or, in the event of the address of any such holder not appearing on the records of the Company, then to the last known address of such holder; provided, however, that accidental failure or omission to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Common Shares Redemption Amount and the date on which redemption is to take place (the "**Redemption Date**") and, if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed.

(c) On or after the Redemption Date the Company shall pay or cause to be paid to or to the order of the registered holders of the Common Shares to be redeemed, those sums forming part of the aggregate Common Shares Redemption Amount thereof on presentation and surrender of the certificates for the shares so called for redemption as such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled, and the shares represented thereby shall thereupon be redeemed.

(d) From and after the date specified for redemption in any such notice, the holders of the Common Shares called for redemption shall cease to be entitled to dividends and shall have no rights against the Company and shall not be entitled to exercise any rights in respect thereof, except to receive the Common Shares Redemption Amount per share.

1.5 Participation upon Liquidation, Dissolution or Winding-Up.

(a) If **B** divided by **C** is equal to or less than 0.95, then the holders of the Common Shares shall have the right to receive the remaining property of the Company pro rata based on the aggregate number of Common Shares in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs.

(b) If **B** divided by **C** is greater than 0.95, then each holder of Common Shares shall be entitled to receive the remaining property of the Company together with the holders of the Special Voting Shares calculated as a share of the aggregate distribution (the "**Aggregate Distribution Amount**") from the remaining property of the Company, in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs, and the share of the Aggregate Distribution Amount to be received by each holder of Common Shares is determined as follows:

> **F** divided by **D** multiplied by **H** multiplied by the **Aggregate Distribution Amount**

1.6 Withholding Rights

Notwithstanding anything herein inconsistent with this Part 1, the Company shall be entitled to deduct and withhold from any dividend or other amount payable to any holder of

Common Shares such amounts as the Company is required to deduct and withhold with respect to such payment under any provision of provincial, federal, territorial, state, local or foreign tax law. Any amounts so deducted and withheld shall be treated for all purposes hereof as having been paid to the holder of the Common Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required to be deducted and withheld from any payment to a holder exceeds the cash portion of the amount otherwise payable to the holder, the Company is hereby authorized to sell or otherwise dispose of such portion of the amount otherwise payable as is necessary to provide sufficient funds to the Company to enable it to comply with such deduction and withholding requirement and the Company shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale.

PART 2 – RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO THE SPECIAL VOTING SHARES

2.1 Voting Rights.

The holders of the Special Voting Shares shall be entitled as such to receive notice of and to attend all meetings of the shareholders of the Company and the right to vote at any such meeting (except for meetings at which only holders of the Common Shares are required by law to vote separately as a class). Except at meetings where the right to vote is restricted to the holders of another class of shares, (i) the Special Voting Shares shall be entitled to vote as a class 95% of the votes to be cast on any question to be considered for determination by the shareholders; and (ii) each Special Voting Share shall confer onto the holder thereof, one vote.

2.2 Definitions

For the purposes of Section 2.3 and 2.4, the following references shall have the following meanings:

(a) "**B**" is the number of outstanding Special Voting Shares;

(b) "**C**" is the aggregate number of outstanding Common Shares and Special Voting Shares;

(c) "**G**" is the number of outstanding Special Voting Shares held by the holder;

(d) "**J**" equals **B** divided by **C**;

(e) "**L**" equals **G** divided by **B**;

(f) "**Aggregate Dividend Amount**" has the meaning given to that term in Section 2.3; and

(g) "**Aggregate Distribution Amount**" has the meaning given to that term in Section 2.4.

2.3 Dividends.

(a) If **B** divided by **C** is equal to or less than 0.95, then the holders of the Special Voting Shares shall be not be entitled to receive dividends.

(b) If **B** divided by **C** is greater than 0.95, then each holder of Special Voting Shares shall be entitled to receive and the Company shall pay thereon dividends, as and when declared by the Directors, provided however, that no dividend may be declared or paid on the Special Voting Shares unless a dividend is concurrently declared and paid on the Common Shares pursuant to Section 1.3 (the aggregate dividend declared by the Directors on the Special Voting Shares and the Common Shares referred to as the "**Aggregate Dividend Amount**"), and the share of the Aggregate Dividend Amount paid to each holder of Special Voting Shares is determined as follows:

> **L** multiplied by ((**J** minus **0.95**) divided by **0.05**) multiplied by the **Aggregate Dividend Amount**

2.4 Participation upon Liquidation, Dissolution or Winding-Up.

(a) If **B** divided by **C** is equal to or less than 0.95, then the holders of the Special Voting Shares shall not be entitled to receive any distribution from the remaining property of the Company in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs.

(b) If **B** divided by **C** is greater than 0.95, then each holder of Special Voting Shares shall be entitled to receive the remaining property of the Company together with the holders of the Common Shares calculated as a share of the aggregate distribution (the "**Aggregate Distribution Amount**") from the remaining property of the Company, in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs, and the share of the Aggregate Distribution Amount to be received by each holder of Special Voting Shares is determined as follows:

> **L** multiplied by ((**J** minus **0.95**) divided by **0.05**) multiplied by the **Aggregate Distribution Amount**

2.5 Withholding Rights

Notwithstanding anything herein inconsistent with this Part 2, the Company shall be entitled to deduct and withhold from any dividend or other amount payable to any holder of Special Voting Shares such amounts as the Company is required to deduct and withhold with respect to such payment under any provision of provincial, federal, territorial, state, local or foreign tax law. Any amounts so deducted and withheld shall be treated for all purposes hereof as having been paid to the holder of the Special Voting Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required to be deducted and withheld from any payment to a holder exceeds the cash portion of the amount otherwise payable to the holder, the Company is hereby authorized to sell or otherwise dispose of such portion of the amount otherwise payable as is necessary to provide sufficient funds to the Company to enable it to comply with such deduction and withholding requirement and the Company shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale.