DUPLICATE ORIGINAL

Q.B.G. No. 1461 of 2009

CANADA)
PROVINCE OF SASKATCHEWAN)

IN THE QUEEN'S BENCH
JUDICIAL CENTRE OF SASKATOON

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 (the "CCAA")

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT FOR THE CREDITORS OF BIG SKY FARMS INC., DRYCAST SYSTEMS INC. and BIG SKY MANAGEMENT CONSULTING CORP.

ORDER

(Sanction of Plan of Arrangement; Approval of Articles of Reorganization; Postponement of Annual Shareholders' Meetings; Termination of Unanimous Shareholders Agreement; Receipt of Late Filed & Contingent Claims; Extension of Stay of Proceedings)

BEFORE THE HONOURABLE	)	ON THURSDAY,
MR. JUSTICE N.G. GABRIELSON	)	THE 11th DAY
IN CHAMBERS	)	OF FEBRUARY, 2010.

UPON THE APPLICATION of counsel on behalf of the Applicants, Big Sky Farms Inc., Drycast Systems Inc. and Big Sky Management Consulting Corp. (collectively, the "**Applicants**" or "**Big Sky**"), **AND UPON** hearing the submissions of Jeffrey M. Lee and Linda Widdup, counsel for the Applicants; Michael MacNaughton and M. Kim Anderson, counsel for Bank of Nova Scotia, Bank of Montreal, National Bank of Canada and Farm Credit Canada (such four parties hereinafter collectively described as the "**Senior Lenders**"); Gary Meschishnick, Q.C., counsel for the Monitor, Ernst & Young Inc.; Robert F. Thornton, Q.C., counsel for Big Sky Finishers (No. 1) Inc. and Grant Scharfstein, Q.C., counsel for Golden Opportunities Fund Inc., CIC Asset Management Inc., FCC Ventures, a Division of Farm Credit Canada, Florian Possberg and Cliff Wiegers (such five parties hereinafter collectively described as the "**Sub-Debt Lenders**"); **AND UPON** having read the Notice of Motion of the Applicants dated February 7, 2010; the Fifth Report of the Monitor; the Sixth

Supplementary Affidavit of Canute Tagseth sworn on February 7 2010 (the "**Sixth Supplementary Tagseth Affidavit**"); the Draft Order; the Draft Articles of Reorganization; the Affidavit of Service of Julie G. Reid sworn on February 8, 2010, and the pleadings and proceedings had and taken herein, all filed; **AND UPON** being advised of the results of the Creditors' Meeting held on February 8, 2010; and, in particular, the casting of Affirmative Votes by the Required Majority of Creditors of the Affected Creditors Class; **AND UPON** having considered and being satisfied as to the fairness and reasonableness of the Plan;

IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:

1. Words and phrases contained in this Order which begin with capital letters and which are not expressly defined herein shall have the respective meanings ascribed thereto in the Amended and Restated Plan of Compromise and Arrangement of the Applicants dated February 8, 2010 (the "**Plan**").

1A. The phrase "**Plan Implementation Date**", as used in this Order, shall mean the Business Day immediately following the Business Day on which the Monitor files with this Honourable Court the Monitor's Plan Certificate confirming that all conditions to implementation of the Plan (as set out in Section 9.2 of the Plan) have been satisfied, fulfilled or waived. Upon filing the Monitor's Plan Certificate with this Honourable Court, the Monitor shall promptly cause a copy of the Monitor's Plan Implementation Certificate to be posted on the Monitor's website at <u>www.ey.com/ca/bigskyfarms</u> and to be served upon the parties identified on the Service List posted at <u>www.ey.com/ca/bigskyfarms</u>.

<u>Validation of Service</u>

2. To the extent (if any) which may be necessary, the time for service of the Notice of Motion commencing this application (together with all of the materials filed in support of this application) shall be and is hereby abridged, such that this application is properly returnable on February 11, 2010 and further service thereof on any other person is hereby dispensed with.

Court Sanction of the Plan of Arrangement

3. The service and delivery of the Notice of Meeting, the Plan, the Information Circular, the Monitor's Recommendation on the Plan and the Proxy and Voting Letter (collectively, the "**Plan and Meeting Documents**"), as such phrases are defined in the Order (Authorizing Filing of Plan of Arrangement and Creditors' Meeting; Extension of Stay) of the Honourable Mr. Justice N.G. Gabrielson issued in these proceedings on January 5, 2010 (the "**Order Authorizing Filing of Plan**"), is hereby approved and there has been good and sufficient service and delivery of the Plan and Meeting Documents.

4. The Plan and Meeting Documents were properly communicated and presented to the Affected Creditors and the Creditors' Meeting was duly convened in accordance with the provisions of the CCAA.

5. The Applicants have acted in good faith and have complied in all material respects with the provisions of the CCAA and with the provisions of previous Orders of the Court within the CCAA Proceedings.

6. The Plan has been agreed to by the Required Majority of Creditors of the Affected Creditors Class, in conformity with section 6 of the CCAA.

7. The Plan is fair, reasonable, in the best interests of the Applicants and the Affected Creditors and is hereby sanctioned and approved pursuant to the provisions of the CCAA, and in particular, section 6 thereof.

8. The Applicants are hereby authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, payments, instruments, releases, asset transfers and other agreements, documents and transactions to be created, completed or entered into in connection with the Plan, including, without limitation:

   (a) all of the corporate and financial transactions contemplated under the Plan;

   (b) the Restructuring Transactions, upon the receipt by the Applicants of the consent of the Senior Secured Lenders; and

(c) the payment to the Monitor of the Distribution Funding Payments.

9. Effective as of the Plan Implementation Date, the Plan and all associated steps, transactions, arrangements, assignments and reorganizations effected thereby are approved, binding and effective as herein set out upon the Applicants, the Affected Creditors and all other Persons (except for the Senior Secured Lenders) and their respective successors and assigns in accordance with the terms of the Plan

10. The CCAA Initial Order, and the stay of proceedings against the Applicants provided for therein, is hereby confirmed and extended and shall continue to apply in accordance with its terms, from February 11, 2010 to and including the earlier of:

(a) March 18, 2010; or

(b) one Business Day after the Plan Implementation Date;

whereupon such stay of proceedings will automatically terminate without further Order of this Court.

11. Subject to the Applicants performing their respective obligations under the Plan, and except to the extent expressly contemplated by the Plan or this Order, all executory contracts, obligations, agreements or leases to which the Applicants are a party and which were not terminated or rejected prior to the date of this Order shall be and remain in full force and effect, unamended, notwithstanding the CCAA Proceedings, the Plan and its attendant compromises, and no Person (except for the Senior Secured Lenders) who is a party to such an executory contract, obligation, agreement or lease shall on or following the Plan Implementation Date accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such executory contract, obligation, agreement or lease, by reason:

(a) of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;

(b) that the Applicants sought or obtained relief or have taken steps as part of the Plan or under the CCAA or the US Bankruptcy Code;

(c) of any default or event of default arising as a result of the financial condition or insolvency of the Applicants;

(d) of the effect upon the Applicants of the completion of any transactions contemplated under the Plan;

(e) of any compromises, settlements, restructurings or reorganizations effected pursuant to the Plan;

(f) of any change of control of an Applicant arising from the implementation of the Plan; or

(g) the commencement of the CCAA Proceedings and the content of the Plan.

12. From and after the Plan Implementation Date, all Persons (except the Senior Secured Lenders) shall be deemed to have waived any and all defaults then existing, previously committed, or caused by the Applicants, any non-compliance with or breach of or default under any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, instrument, credit document, guarantee, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto (each, an "**Agreement**") existing between such Person (except the Senior Secured Lenders) and the Applicants or any other Person (except the Senior Secured Lenders), and which non-compliance, breach or default is applicable to the Applicants or results from any circumstance or event applicable to the Applicants or its obligations under any Agreement and any and all notices of default and demands for payment under any Agreement shall be deemed to be of no further force or effect.

13. Effective as at 12:01 a.m. (Central Standard Time) on the Plan Implementation Date, each Affected Creditor will be deemed to have consented and agreed to all of the provisions of the Plan in its entirety. In particular, each Affected Creditor shall be

deemed on their own behalf and on behalf of their respective heirs, executors, administrators, successors and assigns, for all purposes:

(a) to have executed and delivered to the Applicants all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;

(b) to have waived any default by the Applicants in regard to any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Affected Creditor and the Applicants that occurred on or prior to the Plan Implementation Date;

(c) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Creditors and the Applicants as at the Plan Implementation Date (other than those entered into by the Applicants on, after, or with effect from, the Plan Implementation Date) and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly); and

(d) to have released, absolutely and in their entirety to the extent provided under the Plan, all Claims (other than Excluded Claims) against the Applicants and any current or former directors, officers, employees, counsel and advisors of the Applicants in accordance with the provisions of Article XI of the Plan.

14. Notwithstanding any of the terms of the Plan or this Order, the Applicants shall not be released or discharged from their obligations in respect of Excluded Claims.

15. For all purposes (including, without limitation, for purposes of Canadian generally accepted accounting principles), effective as at the date of the filing with the Court by the Monitor of the Monitor's Distribution Funding Payments Receipt Certificate, any and all Affected Claims against the Applicants of any nature are hereby compromised, discharged and released in accordance with the Plan, and the ability of

any Person to proceed against the Applicants in respect of or relating to any Affected Claims is forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Affected Claims are permanently stayed, subject only to the right of Affected Creditors to receive distributions pursuant to the Plan in respect of their Affected Claims.

16. All liens, including all security registrations against the Applicants, in favour of any Affected Creditor in respect of an Affected Claim are hereby discharged and extinguished.

17. All liens, including all security registrations against the Applicants, in favour of any Affected Creditor in respect of a Disputed Claim are hereby discharged and extinguished

18. At any time on or after the Plan Implementation Date but before the filing of the Monitor's Discharge Certificate, the Applicants are authorized on prior notice to the Monitor to complete any steps, including but not limited to the preparation, execution and filing of necessary documentation, required to effect the discharge of any registration made against the Applicants by an Affected Creditor in respect of an Affected Claim and by any Affected Creditor in respect of a Disputed Claim.

19. Subject to paragraphs 31, 32 and 33 hereof, except for the Excluded Claims, any Pre-Filing Claims and Subsequent Claims in respect of which a proof of claim has not been filed by the Claims Bar Date, or if filed, has not been pursued in accordance with the provisions of the Claims Process Order or otherwise admitted as a Proven Distribution Claim pursuant to an Order of this Court, shall, upon the Plan Implementation Date be forever barred and extinguished.

20. The commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any party in whose favour a release is or has been granted pursuant to Article XI of the Plan is hereby stayed.

21. The Monitor is authorized to perform its functions and to fulfill its obligations under the Plan to facilitate implementation of the Plan and to facilitate distribution of the Distribution Funding Payments to the Affected Creditors with Proven Distribution Claims.

22. The appointment of the Claims Officer shall cease at the Effective Time, except with respect to any matters to be completed by the Claims Officer pursuant to the Claims Process Order and the Plan after the Effective Time (including, without limitation, the resolution of the Disputed Claims), unless otherwise agreed between the Claims Officer, the Applicants and the Monitor.

23. Notwithstanding the pendency of the CCAA Proceedings and the declarations of insolvency made therein, the Plan and the compromises thereunder, the terms of this Order, and the provisions of any federal or provincial statute, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceedings or contemplated to be performed or effected pursuant to the Plan shall constitute settlements, fraudulent preferences, fraudulent conveyances, reviewable transactions, transfers at under value or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise nor shall they constitute conduct which is oppressive, which is unfairly prejudicial to, or which unfairly disregards the interests of, any past or present director, officer or shareholder of the Applicants.

24. Claims secured by the Administration Charge and the Directors' Charge shall not be affected or compromised by the Plan or this Order. The Directors' Charge and those portions of the Administration Charge granted in favour of legal counsel to the Applicants and legal counsel to the board of directors of Big Sky Farms Inc. shall be released and discharged effective on the Plan Implementation Date.

25. Upon the filing with this Court by the Monitor of the Monitor's Discharge Certificate:

(a) Ernst & Young Inc., having then fulfilled its duties as Monitor of the Applicants pursuant to the terms of the CCAA Initial Order, shall thereupon (without further Order of the Court) be discharged from its duties as set forth in the CCAA Initial Order, any subsequent Orders within the CCAA

Proceedings and the CCAA, save and except for administrative matters that may subsequently arise from time to time; and

(b) those portion of the Administration Charge granted in favour of the Monitor and legal counsel to the Monitor shall be released and discharged.

26. Upon the discharge of the Monitor, as contemplated by paragraph 25 hereof, any and all claims against the Monitor or in connection with the performance by the Monitor of its duties as such shall be and are hereby stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof.

Approval of Articles of Reorganization

27. The proposed Articles of Reorganization of Big Sky Farms Inc. comprising Schedule "A" to this Order (the "**Big Sky Articles of Reorganization**") shall be and are hereby approved, ratified and confirmed and shall become legally effective on the Plan Implementation Date and Big Sky shall be authorized and directed to file the Articles of Reorganization with the Authorized Authority.

Postponement of Annual Shareholders' Meetings

28. Pursuant to section 138 of *The Business Corporations Act*, R.S.S. 1978, c. B-10, the Applicants shall be permitted to postpone convening meetings of their respective shareholders until a date on or before June 30, 2010.

Termination of Unanimous Shareholders Agreement

29. The existing Unanimous Shareholders Agreement entered into between the shareholders of Big Sky Farms Inc. shall be and is hereby declared terminated and of no further force or effect.

Receipt of Late Filed Claims & Contingent Claims

30. The late filed claims of each of the following four parties shall be received and administered for purpose of review as if such claims had been received by the Applicants on or prior to the Claims Bar Date, namely:

Creditor	Date Received	Claim Amount
CNH Capital Canada	January 18, 2010	$242.55
Crapshooter's Professional Coral Cleaning Ltd.	January 19, 2010	$399.00
R.M. of Mountain View No. 318	January 19, 2010	$1,919.00
Saskatchewan Pulse Growers	January 26, 2010	$5,105.61
Total Late Filed Claims		$7,666.16

31. In the event that Big Sky Finishers (No. 1) Inc. ("Finishers") advances its contingent claim against the Applicants, such contingent claim of Finishers shall be received and administered by the Applicants for purpose of review as if such contingent claim is a Subsequent Claim.

General

32. For greater clarity, this Order shall be entirely without prejudice to the right of Finishers:

(a) to invoke any and all remedies available to it pursuant to section 32 of the CCAA (and nothing in this Order shall affect or derogate from such rights of Finishers); and

(b) to file a Proof of Claim against the Applicants and to have such Proof of Claim received and administered by the Applicants on the basis described above in paragraph 31 hereof.

33. Notwithstanding the delivery by Big Sky Farms Inc. to Finishers of a "Notice to Debtor Company to Disclaim or Resiliate an Agreement" under section 32 of the CCAA (the "Notice to Disclaim") on February 4, 2010, Big Sky Farms Inc. shall continue to make full payment for goods and services supplied by Finishers to Big Sky between February 4, 2010 and March 6, 2010 (both dates inclusive).

34. Notwithstanding any other provision of this Order, the Claim of Farmers Cooperative Company of Hinton ("FCC Hinton") to the effect that the indebtedness owed to FCC Hinton by the Applicants for feed supplied by FCC Hinton to the Applicants prior to

the CCAA Filing Date is allegedly secured by a statutory lien in favour of FCC Hinton as an agricultural supply dealer under Iowa Code Chapter 570A (the "FCC Hinton Lien Claim") shall be heard and determined and enforced by the United States Bankruptcy Court for the Northern District of Iowa and the FCC Hinton Lien Claim shall not be extinguished or discharged or alternatively enforced unless and until the United States Bankruptcy Court for the Northern District of Iowa so orders.

35. Leave is granted to the Applicants, the Monitor, the Senior Secured Lenders and to any Person affected by this Order to apply for advice or direction as to the enforcement or carrying out of any aspect of this Order, provided that no provision of this Order shall be construed so as to modify or impair any right, title, interest, privilege or remedy expressly provided for or reserved under the Plan.

36. Pursuant to section 16 of the CCAA, this Order shall have full force and effect in all provinces and territories of Canada. This Honourable Court hereby requests the aid and recognition of any court, any tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, judicial, regulatory and administrative bodies are hereby respectfully requested:

(a) to make such orders and to provide such assistance to the Applicants and the Monitor (as an officer of this Court) as may be necessary or desirable to give effect to this Order;

(b) to continue the representative status to the Monitor in any foreign proceeding; and

(c) to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

37. Service of this Order shall only be required to be made upon those parties on the Service List, upon the existing shareholders of Big Sky Farms Inc. and upon those additional parties (if any) in attendance at the hearing of this application and shall be dispensed with as against all or any other parties.

ISSUED at Saskatoon, Saskatchewan this 11th day of February, 2010.

Diane Pazurzy

(Deputy) Local Registrar

This Order was delivered by:

MacPHERSON LESLIE & TYERMAN LLP
Lawyers
1500, 410 - 22nd Street East
Saskatoon, Saskatchewan S7K 5T6

whose address for service is same as above.
Lawyer in charge of file: Jeffrey M. Lee
Telephone Number: (306) 975-7100
Fax Number: (306) 975-7145

SCHEDULE "A"

Saskatchewan Justice
Corporations Branch

Articles of Reorganization
Form 14
The Business Corporations Act
(Section 185)

---

1. Name of Corporation — Corporation No.

Big Sky Farms Inc. — **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 Unanimous Shareholders Agreement; Receipt of Late Filed & Contingent Claims; 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 "A"

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, 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 98% 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, 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.