



Industry Canada Industrie Canada

Certificate of Arrangement

Certificat d'arrangement

Canada Business Corporations Act

Loi canadienne sur les sociétés par actions

Viterra Inc.

449717-1

Name of CBCA corporation(s) involved -
Dénomination(s) de la (des) société(s)
L C S A concernée(s)

Corporation number - Numéro de la société

I hereby certify that the arrangement set out in the attached articles of arrangement, involving the above-referenced corporation(s), has been effected under section 192 of the *Canada Business Corporations Act*

Je certifie que l'arrangement mentionné dans les clauses d'arrangement annexées, concernant la (les) société(s) susmentionnée(s), a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*

Aïssa Aomari
Deputy Director - Directeur adjoint

November 1, 2010 / le 1 novembre 2010

Date of Arrangement - Date de l'arrangement

Canada



Industry Canada Industrie Canada
Canada Business Loi canadienne sur les
Corporations Act sociétés par actions

FORM 14.1
ARTICLES OF ARRANGEMENT
(SECTION 192)

FORMULAIRE 14.1
CLAUSES D'ARRANGEMENT
(ARTICLE 192)

1 - Name of the applicant corporation(s) - Dénomination sociale de la(des) requérante(s) Viterra Inc.	2 - Corporation No.(s) - N°(s) de la(des) société(s) 449717-1
3 - Name of the corporation(s) the articles of which are amended, if applicable Dénomination sociale de la(des) société(s) dont les statuts sont modifiés, le cas échéant	4 - Corporation No.(s) - N°(s) de la(des) société(s)
5 - Name of the corporation(s) created by amalgamation, if applicable Dénomination sociale de la(des) société(s) issue(s) de la(des) fusion(s), le cas échéant Viterra Inc.	6 - Corporation No.(s) - N°(s) de la(des) société(s) 7501960
7 - Name of the dissolved corporation(s), if applicable Dénomination sociale de la(des) société(s) dissoute(s) le cas échéant	8 - Corporation No.(s) - N°(s) de la(des) société(s)
9 - Name of other corporations involved, if applicable Dénomination sociale des autres sociétés en cause, le cas échéant Manitou Hog Enterprises Ltd., Bear Hills Pork Producers Ltd., Carrot River Valley Pork Producers Ltd. and Horizon Pork Producers Ltd. Also see Schedule "C"	10 - Corporation No.(s) or Jurisdiction of Incorporation N°(s) de la(des) société(s) ou loi sous le régime de laquelle elle est constituée Saskatchewan

11 - In accordance with the order approving the arrangement - Conformément aux termes de l'ordonnance approuvant l'arrangement

a. The articles of the above named corporation(s) are amended in accordance with the attached plan of arrangement
Les statuts de la(des) société(s) susmentionné(s) sont modifiés en conformité avec le plan d'arrangement ci-joint

The name of _____ is changed to _____
La dénomination sociale de _____ est modifiée pour _____

b. The following bodies corporate are amalgamated in accordance with the attached plan of arrangement
Les personnes morales suivantes sont fusionnées conformément au plan d'arrangement ci-joint

Also see Schedule "A" attached hereto.

c. The above named corporation(s) is/are liquidated and dissolved in accordance with the attached plan of arrangement
La/les société(s) susmentionnée(s) est/est liquidé(e) et dissoute(s) conformément au plan d'arrangement ci-joint

d. The plan of arrangement attached hereto, involving the above named body(ies), corporate is hereby effected
Le plan d'arrangement ci-joint portant sur la/les personne(s) morale(s) susmentionnée(s) prend effet

Also see Schedule "B" attached hereto.

- Corporations to be Amalgamated:
- Viterra Inc.
 - Manitou Hog Enterprises Ltd.
 - Bear Hills Pork Producers Ltd.
 - Carrot River Valley Pork Producers Ltd.
 - Horizon Pork Producers Ltd.

Signature

Ron Cameron

Printed Name - Nom en lettres majuscules

Ron Cameron

12 - Capacity or - En qualité de

Vice President & Group Controller

13 - Tel. No. - N° de tél.

306-509-4411

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NOV 01 2010

**SCHEDULE "A" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

1 - Name of the Amalgamated Corporation
Viterra Inc.

Dénomination sociale de la société issue de la fusion

2 - The province or territory in Canada where the registered office is to be situated (do not indicate the full address)
Saskatchewan

La province ou le territoire au Canada où sera situé le siège social (n'indiquez pas l'adresse complète)

3 - The classes and any maximum number of shares that the corporation is authorized to issue

Catégories et tout nombre maximal d'actions que la société est autorisée à émettre

A single class of an unlimited number of common shares, which shall, as a class carry and be subject to the rights, privileges, restrictions and conditions more particularly described in the attached Schedule "A-1"

4 - Restrictions, if any, on share transfers
None

Restrictions sur le transfert des actions, s'il y a lieu

5 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)

Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)

Minimum: Maximum:

Minimal: Maximal:

6 - Restrictions, if any, on business the corporation may carry on
None

Limites imposées à l'activité commerciale de la société, s'il y a lieu

7 - Other provisions, if any

Autres dispositions, s'il y a lieu

See Schedule 'A-2'

**SCHEDULE "A-1" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

The Common Shares shall, as a class, carry and be subject to the following rights, privileges restrictions and conditions:

1. **Voting Rights**

The holders of the Common Shares shall be entitled to receive notice of, to attend and to cast one vote per Common Share held at all meetings of shareholders of the Corporation except meetings at which only holders of some other specified class or series are, at law or pursuant to the articles of the Corporation, entitled to vote

2 **Dividends**

The holders of the Common Shares shall be entitled to receive any dividends declared by the board of directors on the Common Shares.

3 **Liquidation**

The holders of the Common Shares shall be entitled to receive, equally on a share-for-share basis, the remaining assets of the Corporation in the event of liquidation, dissolution or winding-up of the Corporation or other distribution of assets and property of the Corporation among its shareholders for the purpose of winding-up its affairs.

SCHEDULE "A-2" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.

7 – Other provisions, if any:

- (a) The Corporation shall maintain its head office at the City of Regina, in the Province of Saskatchewan, or at any other place in Saskatchewan that the directors of the Corporation may determine
- (b) The Corporation has a lien on a share registered in the name of a shareholder or the shareholder's legal representative for any debt of that shareholder to the Corporation.
- (c) Subject to the *Canada Business Corporations Act*, the board of directors may, between annual general meetings of shareholders, appoint one or more additional directors of the Corporation to serve until the next annual meeting of shareholders, provided that the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual meeting of the shareholders of the Corporation.

**SCHEDULE "B" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

See attached Plan of Arrangement

SCHEDULE A

Q.B.G. No. 1656 of 2010

CANADA)
PROVINCE OF SASKATCHEWAN)

IN THE QUEEN'S BENCH
JUDICIAL CENTRE OF REGINA

IN THE MATTER OF SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44

AND IN THE MATTER OF AN APPLICATION
BY VITERRA INC. FOR APPROVAL OF AN ARRANGEMENT BETWEEN
VITERRA INC., BEAR HILLS PORK PRODUCERS LTD., MANITOU HOG ENTERPRISES
I. I.D., HORIZON PORK PRODUCERS LTD., and CARROT RIVER VALLEY PORK
PRODUCERS LTD. PURSUANT TO SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44

PLAN OF ARRANGEMENT

ARTICLE I - INTERPRETATION

1.1 Definitions

In this Plan, the following terms shall have the following meanings:

- (a) "Amalgamation Agreement" means an amalgamation agreement dated effective November 1, 2010 to be entered between Viterra, Bear Hills, Carrot River, Horizon, and Manitou.
- (b) "Bear Hills" means Bear Hills Pork Producers Ltd.;
- (c) "Carrot River" means Carrot River Valley Pork Producers Ltd.;
- (d) "CBCA" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44;
- (e) "Class B Shares" means the Class B Shares of each of Bear Hills, Carrot River, Horizon, and Manitou;
- (f) "Court" means the Saskatchewan Court of Queen's Bench;
- (g) "Effective Date" means the date upon which a Certificate of Arrangement is issued under the *CBCA*;
- (h) "Fairness Opinion" means the fairness opinion prepared by MNP in respect of the proposed redemption price of the Class B Shares of each of the Pork Companies;
- (i) "Final Order" means the final order sought by Viterra in these proceedings;

- (j) "Horizon" means Horizon Pork Producers Ltd.;
- (k) "Initial Order" means the Initial Order sought by Viterra in these proceedings;
- (l) "Manitou" means Manitou Hog Enterprises Ltd.;
- (m) "MNP" means Meyers Norris Penny LLP;
- (n) "Person" means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity;
- (o) "Plan" means this Plan of Arrangement filed by Viterra pursuant to s. 192 of the *CBCA*, as such Plan may be amended, varied or supplemented from time to time;
- (p) "Pork Companies" means, collectively, Bear Hills, Carrot River, Horizon, and Manitou;
- (q) "Viterra" means Viterra Inc.

1.2 Governing Law

This Plan shall be governed by and construed in accordance with the laws of Saskatchewan and the laws of Canada applicable therein.

ARTICLE II - PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is to effect an arrangement pursuant to s. 192 of the *CBCA* whereby Bear Hills, Carrot River, Horizon and Manitou will redeem their Class B Shares, be continued as Canada business corporations, and amalgamate with Viterra.

ARTICLE III - STEPS TO GIVE EFFECT TO PLAN

3.1 Restoral of Bear Hills, Carrot River, Horizon and Manitou

Viterra shall cause Bear Hills, Carrot River, Horizon and Manitou to be restored to the register of corporations pursuant to s. 290(5) of *The Business Corporations Act*, R.S.S. 1978, c. B-10 and in this regard and notwithstanding any provision in such Act to the contrary, the Final Order shall direct and appoint Viterra or a person or persons appointed by Viterra to pass, take, complete, execute and deliver all necessary acts, things proceedings, applications, resolutions, certificates, agreements, transfers, instruments, deeds and other documents for and on behalf of and as

attorney for the Pork Companies and their shareholders and appoint all directors and officers required in order to effect the foregoing.

3.2 Amendment of Articles

Subject to Court approval of this Plan of Arrangement pursuant to s. 192 of the *CBCA* and approval pursuant to s. 185 of *The Business Corporations Act*, R.S.S. 1978, c. B-10, the Articles of Incorporation of each of Bear Hills, Carrot River, Horizon and Manitou will be amended to delete all provisions dealing with the Class B Shares and to substitute in place thereof the following:

Class B Shares

- B1. The holders of Class B Shares shall not be entitled to receive notice of or attend any meeting of shareholders of the Corporation, and no voting rights shall attach to the Class B Shares. The holders of Class B Shares shall, however, be entitled to vote at separate meetings of the holders of Class B Shares called for any purpose for which a meeting of the holders of Class B Shares may or shall be called pursuant to the provisions of the Act.
- B2. The Class B Shares shall have no right to receive dividends.
- B3. In the event of liquidation, winding up or dissolution of the Corporation, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs or upon a reduction of capital, the holders of Class B Shares shall be entitled to receive \$50 for each such Class B Share in preference and priority to any payment on the Class A common shares out of the assets of the Corporation available for distribution to shareholders, but shall not be entitled to any further participation in such assets.
- B4. The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class B Shares by purchase at \$50 per Class B Share. The shares to be redeemed shall be determined by the Board of Directors and a notice of redemption shall be mailed by prepaid letter addressed to each such shareholder at his address as it appears on the books of the Corporation or, in the event of the address of any such shareholder not so appearing, then to the last known address of such shareholder. On or after the date so specified for redemption in the notice, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class B Shares to be redeemed the redemption price on presentation and surrender, at the head office of the Corporation or at any other place designated in such notice, of the certificate(s) for the Class B Shares called for redemption or, in the alternative, of a declaration of lost share certificate for such shares. Such Class B Shares shall thereupon be and be deemed to be redeemed and shall be cancelled. From and after the date specified in any such notice, the Class B Shares called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights of

shareholders in respect thereof unless payment of the redemption price shall not be made in accordance with the foregoing provisions in which case the rights of the holders shall remain unaffected. Should the holders of any Class B Shares so called for redemption fail to present the certificate(s) representing such Class B Shares or a declaration of lost share certificate for such shares on the date specified for redemption, the Corporation shall have the right to deposit the redemption price of such shares to a special account in any chartered bank or any trust company in Canada, to be paid without interest to or to the order of the respective holders of such Class B Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificate(s) or declaration of lost share certificate representing the same, and upon such deposit of the redemption price being made, the Class B Shares in respect whereof such deposit shall have been made shall be deemed to be redeemed and shall be canceled and the rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the total redemption price so deposited. Notwithstanding the foregoing, the holders of the Class B Shares may waive notice of any such redemption by instrument or instruments in writing.

In this regard and notwithstanding any provision in the *CBCA* and *The Business Corporations Act*, R.S.S. 1978, c. B-10, to the contrary, the Final Order shall direct and appoint Viterra or a person or persons appointed by Viterra to pass, take, complete, execute and deliver all necessary acts, things proceedings, applications, resolutions, certificates, agreements, transfers, instruments, deeds, declarations and other documents for and on behalf of and as attorney for the Pork Companies and their shareholders and appoint all directors and officers required in order to effect the foregoing.

3.3 Redemption of Class B Shares

On or before November 1, 2010, Viterra will loan funds to each of Bear Hills, Carrot River, Horizon and Manitou to enable them to redeem the issued and outstanding Class B Shares held by their respective shareholders. Following receipt of such funding, the director(s) of each of Bear Hills, Carrot River, Horizon and Manitou as appointed or elected by Viterra will, by resolution, authorize the redemption of the Class B Shares of their respective corporations and thereafter the Class B Shares will be redeemed upon payment to the Class B Shareholders of the sum of \$50 per Class B Share.

3.4 Payment to Class "B" Shareholders

The amount to be paid to each Class "B" Shareholder upon the redemption of their shares shall be paid to each of the said shareholders by mailing the payment to the mailing address on the corporate register of the respective Pork Companies, or to such other address as provided by the Class B Shareholder, within 7 days of the resolution adopted pursuant to Article 3.4.

3.5 Funding

Funding required to effect the Plan of Arrangement, should this Plan be approved by the Court as required under the *CBCA*, will be obtained by a loan from Viterra, as majority shareholder having control of the Pork Companies and as secured creditor of the Pork Companies. The funds will be loaned and advanced to the Pork Companies if a satisfactory Plan of Arrangement is approved by the Court.

3.6 Continuance of Pork Companies

Subsequent to the Court's approval of the Plan of Arrangement and the redemption of the Class B shares of each of Bear Hills, Carrot River, Horizon and Manitou, the Pork Companies shall be continued under the *CBCA* and in this regard and notwithstanding any provision in the *CBCA* or in *The Business Corporations Act*, R.S.S. 1978, c. B-10 to the contrary, the Final Order shall direct and appoint Viterra or a person or persons appointed by Viterra to pass, take, complete, execute and deliver all necessary acts, things proceedings, applications, resolutions, certificates, agreements, transfers, instruments, deeds, declarations and other documents for and on behalf of and as attorney for the Pork Companies and their shareholders and to appoint all directors and officers required in order to effect the foregoing.

3.7 Amalgamation

On November 1, 2010, Viterra will amalgamate with Bear Hills, Carrot River, Horizon and Manitou pursuant to the *CBCA* and in this regard and notwithstanding any provision in *CBCA* to the contrary, the Final Order shall direct and appoint Viterra or a person or persons appointed by Viterra to pass, take, complete, execute and deliver on behalf of the Pork Companies all necessary acts, things proceedings, applications, resolutions, certificates, agreements, transfers, instruments, deeds, declarations and other documents for and on behalf of and as attorney for the Pork Companies and their shareholders and appoint all directors and officers required in order to effect the foregoing

3.8 Dissenting Shareholders

Any shareholder of the Pork Companies who dissents to the Plan and the steps to be taken to implement the Plan, is entitled to be paid the fair value for his or her Class B Shares in the Pork Companies in accordance with and by following the procedures set forth in the rights of dissent provisions of section 190 of the *CBCA*.

3.9 Waiver of Defaults

From and after the Effective Date, all Persons shall be deemed to have waived any and all defaults of any of the Pork Companies then existing or previously alleged to have been committed by any of the Pork Companies or cause by any of the Pork Companies, as well as any non-compliance with any covenant, warranty, term, representation, provision, condition or obligation, express or implied, whether such exists in any contract, agreement, document or instrument or as otherwise express or implied against any of the Pork Companies, and any and

all notices of defaults or demands for payment or proceedings in respect of such claims by any of the Persons shall, from and after the Effective Date be deemed to have been rescinded and released.

3.10 Release

On the Effective Date, each of the Pork Companies, Viterra, and all of their present and former directors, legal counsel for the Pork Companies and Viterra (individually, a "Released Party") and any person that may be claimed to be liable through any Released Party, shall be forever released and discharged from any and all demand, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature and kind which any Person may assert or be entitled to assert against any of the Released Parties, including, without limiting the generality of the foregoing, any and all claims in respect of statutory liabilities and any alleged fiduciary or other duty, known or unknown, matured or unmatured, foreseen or unforeseen, existing or at any time arising, based in whole or on part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Date and in any way relating to the business and operations of any of the Released Parties, this Plan and the *CBCA* proceedings. Nothing herein shall release the Released Parties from their obligations under the Plan.

ARTICLE IV – NOTICE TO SHAREHOLDERS

4.1 Notice

Viterra shall give notice of this application (the "Notice") to the Class B shareholders of each of Bear Hills, Carrot River, Horizon, and Manitou (collectively, the "Pork Companies"). The Notice shall include:

- (a) A copy of the Originating Notice and the Initial Order;
- (b) A copy of this proposed Plan of Arrangement;
- (c) A copy of the Fairness Opinion; and
- (d) A copy of the most recent financial statements of the applicable Pork Company.

ARTICLE V – COURT APPLICATIONS AND ORDERS

5.1 Application for Final Order

The hearing of the application for a Final Order approving the proposed Plan of Arrangement will occur on October 21, 2010 at the Court House, 2425 Victoria Avenue, Regina, Saskatchewan, or on such other date as the Court may order in the Initial Order.

5.2 Appearance by Shareholder

Any shareholder wishing to appear on the Application for Final Order shall

- (a) serve on counsel for the Applicants, Balfour Moss LLP, and file an appearance on or before October 19, 2010, and
- (b) if such appearance is with the view to contesting the Application for Final Order, serve on counsel for the Applicants, Balfour Moss LLP and file with the Court, on or before October 19, 2010, a written summary of the reasons for contestation.

5.3 Effect of Final Order

In addition to sanctioning this Plan pursuant to s. 192 of the *CBCA*, the Final Order shall also, *inter alia*:

- (a) direct and authorize Viterra and the Pork Companies to complete all transactions necessary or contemplated in respect of the Plan;
- (b) release and discharge Viterra and the Pork Companies from any and all obligations and liabilities to the holders of the Class B Shares, to the extent provided in this Plan; and
- (c) release and discharge all present and past directors and officers of Viterra and the Pork Companies, to the extent provided in this Plan.

5.4 Conditions Precedent to Implementation of the Plan

The implementation of this Plan shall be conditional upon the fulfillment of the following conditions:

- (a) granting of the Final Order;
- (b) no decision having been made by Viterra not to proceed with the Plan prior to the Effective Date. Viterra shall have the right at any time prior to the Effective Date to terminate the Plan.

5.5 Notice of Final Order

Viterra shall give notice of the Final Order to the Class B shareholders of each of Bear Hills, Carrot River, Horizon, and Manitou. The Notice shall include:

- (a) A copy of the Final Order;
- (b) A copy of the Plan of Arrangement, as approved by the Court;
- (c) A declaration of lost share certificate, in the form set out in Schedule A to this Plan.

ARTICLE VI - AMENDMENT OF THE PLAN

6.1 Plan Amendment

Viterra reserves the right, at any time and from time to time, to amend, modify or supplement this Plan, provided that: any such amendment, modification or supplement shall be in writing and filed with the Court prior to the Final Order, and notice of such amendment provided to the Class B Shareholders affected or reasonably considered to be capable of being effected by such amendment, modification or supplement.

6.2 Severability

In the event that any provision of this Plan is determined to be unenforceable, unless otherwise determined by Viterra at its discretion, such determination shall in no way limit or affect the enforceability or effect of any other provision of the Plan, unless expressly ordered by the Court.

ARTICLE VII - GENERAL PROVISIONS

7.1 Conflicts

From and after the Effective Date in the event of any conflict between this Plan and any other agreement, document, instrument or arrangement, whether written or oral, the terms and conditions of this Plan and the Final Order shall prevail.

7.2 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of Viterra and the Pork Companies and the Class B Shareholders of each of the Pork Companies and all their respective successors, administrators, executors, legal representatives, and permitted assigns.

7.3 Notices

(a) Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given or sent or delivered if it is:

(i) delivered personally to an officer or director of such party,

(ii) sent to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada, or

(iii) sent by telecopy machine.

(b) Notices shall be sent to the following addresses or telecopy numbers:

- (i) in the case of the Applicants:

Balfour Moss LLP
Barristers & Solicitors
#700 - 2103 11th Avenue
Regina, Saskatchewan
S4P 4G1

- (ii) in the case of a Class B Shareholder:

to the last known address of such Class B Shareholder based upon the records of the Pork Companies, or the address specified in a notice filed by such Class B Shareholder in the within proceedings;

or to such other address or telecopier number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.

- (c) Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

- (i) if delivered personally as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- (ii) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (if not actually received earlier) on the seventh business day following the date of mailing, unless at any time between the date of mailing and the fourth business day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mails, allowing for such discontinuance or interruption of regular postal service; and
- (iii) if sent by telecopy machine, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy answer back confirming receipt by the recipient.

7.4 Additional Notice

In the event that notice of the Interim Order and other documents sent by mail to a Class B shareholder was returned due to a change of address or for some other reason, Viterra shall

undertake the following additional efforts to locate that Class B shareholder in order to provide notice of the Final Order:

- (a) Address searches using www.canada411.ca or similar directories;
- (b) Inquiry at the office of the local municipality of the Class B Shareholder's last known address;
- (c) In the case of corporate shareholders, a search of the corporate registry; and
- (d) Inquiries of Viterra employees located in or proximate to the local municipality of the Class B Shareholder's last known address;

and where such inquiries and searches disclose the current address of the Class B shareholder, Viterra shall send notice of the Final Order to such Class B shareholder in accordance with this Plan.

In addition, a notice to Class B Shareholders of the Pork Companies will be published in the *Western Producer*.

7.5 Further Assurances

Each of the persons affected by this Plan shall make, do and execute or cause to be made, done or executed, all such further acts, deeds, instruments, agreements, documents or discharges as may be reasonably required by Viterra and the Pork Companies from time to time in order to implement this Plan, notwithstanding that by the terms hereof, these things may be deemed to have occurred.

Schedule A -- DECLARATION OF LOST SHARE CERTIFICATE

IN THE MATTER OF certain shares in the capital stock of:

- Bear Hills Pork Producers Ltd.
 - Carrot River Valley Pork Producers Ltd.
 - Horizon Pork Producers Ltd.
 - Manitou Hog Enterprises Ltd.
- (Check corporation in which shares held)
(the "Corporation"),

I, _____, of _____, do solemnly declare that:

1. I am:

- the (or one of the) registered holder(s) and absolute owner(s) of _____ Class B shares in the capital stock of the Corporation; OR
 - a director/officer/authorized agent of _____, a corporation that is the registered holder and absolute owner of _____ Class B shares in the capital stock of the Corporation (the "Lost Shares")
- (Check one)

and as such I have personal knowledge of the matters herein declared.

2. The Lost Shares have not been sold, assigned, transferred, gifted or otherwise disposed of.

3. The share certificate representing the Lost Shares has been mislaid, lost, stolen or destroyed, so that the same cannot be found or produced.

4. The following are the circumstances:

- (a) I have been advised that the share certificate representing the Lost Shares was mailed by the Corporation to my residence; and
- (b) I have conducted a thorough search at my residence (or the place where my corporation's records are kept, as the case may be) and all other places where I keep my books, records and other documents which failed to produce any evidence regarding the whereabouts or existence of the share certificate representing the Lost Shares.

5. I make this declaration for the purposes of inducing the Corporation to redeem the Lost Shares without having me present or surrender the share certificate in respect thereof to the Corporation.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5.

SWORN BEFORE ME at _____,)
 _____, this _____ day)
 of _____, 2010.)
)
)
)

 A COMMISSIONER FOR OATHS and/or
 NOTARY PUBLIC
 in and for _____;
 My Appointment expires:
 (or) Being a Solicitor.

**SCHEDULE "C" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

As to continuance of Manitou Hog Enterprises Ltd see Schedule C-1

As to continuance of Bear Hills Pork Producers Ltd. see Schedule C-2

As to continuance of Carrot River Pork Producers Ltd see Schedule C-3

As to continuance of Horizon Pork Producers Ltd. see Schedule C-4

**SCHEDULE "C-1" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

<p>1 - Name of the Corporation</p> <p style="text-align: center;">Manitou Hog Enterprises Ltd.</p>	<p>Dénomination sociale de la société</p>
<p>2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)</p> <p style="text-align: center;">Saskatchewan</p>	<p>La province ou le territoire au Canada où est situé le siège social (n'indiquez pas l'adresse complète)</p>
<p>3 - The classes and any maximum number of shares that the corporation is authorized to issue</p> <p style="text-align: center;">See Schedule "A"</p>	<p>Catégories et tout nombre maximal d'actions que la société est autorisée à émettre</p>
<p>4 - Restrictions if any, on share transfers</p> <p style="text-align: center;">See Schedule "B"</p>	<p>Restrictions sur la transfert des actions s'il y a lieu</p>
<p>5 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)</p> <p>Minimum: <input style="width: 30px; text-align: center;" type="text" value="1"/> Maximum: <input style="width: 30px; text-align: center;" type="text" value="10"/></p>	<p>Nombre minimal et maximal d'administrateurs (pour un nombre fixe veuillez indiquer le même nombre dans les deux cases)</p> <p>Minimal: <input style="width: 30px;" type="text"/> Maximal: <input style="width: 30px;" type="text"/></p>
<p>6 - Restrictions if any on business the corporation may carry on</p> <p style="text-align: center;">None</p>	<p>Limites imposées à l'activité commerciale de la société, s'il y a lieu</p>
<p>7 - (1) If change of name effected previous name</p> <p style="text-align: center;">n/a</p> <p>(2) Details of incorporation</p>	<p>(1) S'il y a changement de dénomination sociale indiquer la dénomination sociale antérieure</p> <p>(2) Détails de la constitution</p>
<p>8 - Other options if any</p> <p style="text-align: center;">See Schedule "C"</p>	<p>Autres dispositions s'il y a lieu</p>

SCHEDULE "A" to SCHEDULE C-1

The classes and any maximum number of shares that the corporation is authorized to issue:

There shall be two classes of shares consisting of an unlimited number of Class A Shares and an unlimited number of Class B Shares; and the shares in the capital of the corporation shall have attached thereto the rights, restrictions, conditions, limitations and prohibitions hereinafter set forth:

CLASS A SHARES

1. Voting

The Class A Shares shall each carry the right to one vote at all meetings of shareholders except those meetings at which only holders of another class of shares are entitled to vote.

2. Election of Directors

The holders of Class A Shares shall be entitled, voting exclusively and separately as a class, to elect that number of directors determined by multiplying the number of directors constituting the Board of Directors of the corporation from time to time by the number of issued and outstanding Class A Shares divided by the total number of issued and outstanding shares in the capital of the corporation. Should the number of directors to be elected by the holders of the Class A Shares in accordance with the above formula (the "Result") not be a whole number, the number of directors to be elected by the holders of the Class A Shares shall be the next higher whole number if the fractional portion of the Result is equal to or greater than .5 (one half) and shall be the next lower whole number if the fractional portion of the Result is less than .5 (one half).

Nothing in this paragraph 2 shall restrict the right of the corporation from time to time to increase or decrease the number of its directors in accordance with *The Business Corporations Act*

Subject to the provisions of *The Business Corporations Act*, the directors elected to represent the holders of Class A Shares may be elected at the annual meeting of shareholders of the corporation at a separate meeting of the holders of the Class A Shares or by written resolution of the holders of the Class A Shares.

3. Dividends

The Class A Shares shall be fully participating as to such dividends as the Board of Directors of the corporation may, subject to paragraph 4, by resolution, declare from time to time.

4. Participation

In the event of the liquidation, winding up or dissolution of the corporation, or other distribution of assets of the corporation among its shareholders for the purpose of winding up its affairs, the

Class A Shares shall be fully participating as to the distribution of capital upon such liquidation, winding up or dissolution of the corporation

The corporation shall not, without the approval of a majority of the holders of the Class A Shares:

- (a) sell all or substantially all of the assets of the corporation or dispose of any property other than inventory having a value in excess of \$50,000;
- (b) make any capital expenditure over \$50,000, or enter into any lease of assets, the value of which is in excess of \$50,000 per annum and if such capital expenditure or lease involves payments on an instalment plan or other device, the total payments shall be considered when determining the amount of such expenditure or lease;
- (c) change the number of the corporation's authorized shares or the rights relating thereto or issue any additional shares of the corporation, or rights convertible into shares of the corporation or the take any other action that would diminish or abrogate the right of any holders of Class A Shares provided for hereunder;
- (d) incur any indebtedness or borrow any amount that which, either alone, or in conjunction with other indebtedness of the corporation outstanding at the time, exceeds in the aggregate \$100,000;
- (e) take or institute any proceeding for the winding up, reorganization or dissolution of the corporation;
- (f) make an assignment for the benefit of any creditors of the corporation;
- (g) amalgamate, consolidate or merge, or enter into any agreement to amalgamate, consolidate or merge the corporation with any corporation, partnership, joint venture or firm;
- (h) amend the articles or bylaws of the corporation;
- (i) guarantee or grant security for, the debts or obligations of any corporation, partnership, joint venture, firm or person not in the ordinary course of business;
- (j) make any loans to any shareholder or to any of its affiliates;
- (k) fix the remuneration for senior employees, officers and directors;
- (l) make any material change on the undertaking of any business or operation by the corporation, or any transaction out of the ordinary course of business of the corporation;
- (m) change the number or manner of election of directors from that provided hereunder;

- (n) pay any dividend, redeem or repurchase any shares of the corporation or make any distribution to shareholders;
- (o) approve any business plan or budget of the corporation; and
- (p) enter into, terminate or amend any management services agreement between the corporation and Heartland Pork Management Services Ltd., its successors or assigns.

Class B Shares

6. The holders of Class B Shares shall not be entitled to receive notice of or attend any meeting of shareholders of the Corporation, and no voting rights shall attach to the Class B Shares. The holders of Class B Shares shall, however, be entitled to vote at separate meetings of the holders of Class B Shares called for any purpose for which a meeting of the holders of Class B Shares may or shall be called pursuant to the provisions of the Act.
7. The Class B Shares shall have no right to receive dividends.
8. In the event of liquidation, winding up or dissolution of the Corporation, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs or upon a reduction of capital, the holders of Class B Shares shall be entitled to receive \$50 for each such Class B Share in preference and priority to any payment on the Class A common shares out of the assets of the Corporation available for distribution to shareholders, but shall not be entitled to any further participation in such assets.
9. The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class B Shares by purchase at \$50 per Class B Share. The shares to be redeemed shall be determined by the Board of Directors and a notice of redemption shall be mailed by prepaid letter addressed to each such shareholder at his address as it appears on the books of the Corporation or, in the event of the address of any such shareholder not so appearing, then to the last known address of such shareholder. On or after the date so specified for redemption in the notice, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class B Shares to be redeemed the redemption price on presentation and surrender, at the head office of the Corporation or at any other place designated in such notice, of the certificate(s) for the Class B Shares called for redemption or, in the alternative, of a declaration of lost share certificate for such shares. Such Class B Shares shall thereupon be and be deemed to be redeemed and shall be cancelled. From and after the date specified in any such notice, the Class B Shares called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be made in accordance with the foregoing provisions in which case the rights of the holders shall remain unaffected. Should the holders of any Class B Shares so called for redemption fail to present the certificate(s) representing such Class B Shares or a

declaration of lost share certificate for such shares on the date specified for redemption, the Corporation shall have the right to deposit the redemption price of such shares to a special account in any chartered bank or any trust company in Canada, to be paid without interest to or to the order of the respective holders of such Class B Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificate(s) or declaration of lost share certificate representing the same, and upon such deposit of the redemption price being made, the Class B Shares in respect whereof such deposit shall have been made shall be deemed to be redeemed and shall be canceled and the rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the total redemption price so deposited. Notwithstanding the foregoing, the holders of the Class B Shares may waive notice of any such redemption by instrument or instruments in writing.

SCHEDULE "B" to SCHEDULE C-1

Restrictions, if any, on share transfers:

1. The right to transfer shares in the capital stock of the Corporation is restricted and no shares shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the Board of Directors.

SCHEDULE "C" to SCHEDULE C-1

Other options, if any:

- 1 (a) The number of shareholders of the Corporation, exclusive of:
 - (i) persons who are in its employment or that of an affiliate; and
 - (ii) persons who, having been formerly in its employment were, while in that employment, shareholders of the Corporation and have continued to be shareholders of the Corporation after termination of that employment,is limited to not more than 50 persons, 2 or more persons who are the joint registered holders of 1 or more shares being counted as 1 shareholder.
- (b) The Corporation shall not make invitation to the public to subscribe for its securities.

**SCHEDULE "C-2" TO THE
ARTICLES OF ARRANGEMENT OF
VIERRA INC.**

<p>1 -- Name of the Corporation</p> <p style="text-align: center;">Bear Hills Pork Producers Ltd.</p>	<p>Dénomination sociale de la société</p>
<p>2 -- The province or territory in Canada where the registered office is situated (do not indicate the full address)</p> <p style="text-align: center;">Saskatchewan</p>	<p>La province ou le territoire au Canada où est situé le siège social (n'indiquez pas l'adresse complète)</p>
<p>3 -- The classes and any maximum number of shares that the corporation is authorized to issue</p> <p style="text-align: center;">See Schedule "A"</p>	<p>Catégories et tout nombre maximal d'actions que la société est autorisée à émettre</p>
<p>4 -- Restrictions, if any, on share transfers</p> <p style="text-align: center;">See Schedule "B"</p>	<p>Restrictions sur le transfert des actions s'il y a lieu</p>
<p>5 -- Minimum and maximum number of directors (for a fixed number of directors please indicate the same number in both boxes)</p> <p>Minimum: <input style="width: 30px; text-align: center;" type="text" value="1"/> Maximum: <input style="width: 30px; text-align: center;" type="text" value="10"/></p>	<p>Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)</p> <p>Minimal: <input style="width: 30px;" type="text"/> Maximal: <input style="width: 30px;" type="text"/></p>
<p>6 -- Restrictions, if any, on business the corporation may carry on</p> <p style="text-align: center;">None</p>	<p>Limites imposées à l'activité commerciale de la société s'il y a lieu</p>
<p>7 -- (1) If change of name effected, previous name</p> <p style="text-align: center;">n/a</p> <p>(2) Details of Incorporation</p>	<p>(1) S'il y a changement de dénomination sociale, indiquer la dénomination sociale antérieure</p> <p>(2) Détails de la constitution</p>
<p>8 -- Other options, if any</p> <p style="text-align: center;">See Schedule "C"</p>	<p>Autres dispositions s'il y a lieu</p>

SCHEDULE "A" to SCHEDULE C-2

The classes and any maximum number of shares that the corporation is authorized to issue:

There shall be two classes of shares consisting of an unlimited number of Class A Shares and an unlimited number of Class B Shares; and the shares in the capital of the corporation shall have attached thereto the rights, restrictions, conditions, limitations and prohibitions hereinafter set forth:

CLASS A SHARES

1. Voting

The Class A Shares shall each carry the right to one vote at all meetings of shareholders except those meetings at which only holders of another class of shares are entitled to vote.

2. Election of Directors

The holders of Class A Shares shall be entitled, voting exclusively and separately as a class, to elect that number of directors determined by multiplying the number of directors constituting the Board of Directors of the corporation from time to time by the number of issued and outstanding Class A Shares divided by the total number of issued and outstanding shares in the capital of the corporation. Should the number of directors to be elected by the holders of the Class A Shares in accordance with the above formula (the "Result") not be a whole number, the number of directors to be elected by the holders of the Class A Shares shall be the next higher whole number if the fractional portion of the Result is equal to or greater than .5 (one half) and shall be the next lower whole number if the fractional portion of the Result is less than .5 (one half).

Nothing in this paragraph 2 shall restrict the right of the corporation from time to time to increase or decrease the number of its directors in accordance with *The Business Corporations Act*.

Subject to the provisions of *The Business Corporations Act*, the directors elected to represent the holders of Class A Shares may be elected at the annual meeting of shareholders of the corporation at a separate meeting of the holders of the Class A Shares or by written resolution of the holders of the Class A Shares.

3. Dividends

The Class A Shares shall be fully participating as to such dividends as the Board of Directors of the corporation may, subject to paragraph 4, by resolution, declare from time to time.

4. Participation

In the event of the liquidation, winding up or dissolution of the corporation, or other distribution of assets of the corporation among its shareholders for the purpose of winding up its affairs, the

Class A Shares shall be fully participating as to the distribution of capital upon such liquidation, winding up or dissolution of the corporation.

The corporation shall not, without the approval of a majority of the holders of the Class A Shares:

- (a) sell all or substantially all of the assets of the corporation or dispose of any property other than inventory having a value in excess of \$50,000;
- (b) make any capital expenditure over \$50,000, or enter into any lease of assets, the value of which is in excess of \$50,000 per annum and if such capital expenditure or lease involves payments on an instalment plan or other device, the total payments shall be considered when determining the amount of such expenditure or lease;
- (c) change the number of the corporation's authorized shares or the rights relating thereto or issue any additional shares of the corporation, or rights convertible into shares of the corporation or the take any other action that would diminish or abrogate the right of any holders of Class A Shares provided for hereunder;
- (d) incur any indebtedness or borrow any amount that which, either alone, or in conjunction with other indebtedness of the corporation outstanding at the time, exceeds in the aggregate \$100,000;
- (e) take or institute any proceeding for the winding up, reorganization or dissolution of the corporation;
- (f) make an assignment for the benefit of any creditors of the corporation;
- (g) amalgamate, consolidate or merge, or enter into any agreement to amalgamate, consolidate or merge the corporation with any corporation, partnership, joint venture or firm;
- (h) amend the articles or bylaws of the corporation;
- (i) guarantee or grant security for, the debts or obligations of any corporation, partnership, joint venture, firm or person not in the ordinary course of business;
- (j) make any loans to any shareholder or to any of its affiliates;
- (k) fix the remuneration for senior employees, officers and directors;
- (l) make any material change on the undertaking of any business or operation by the corporation, or any transaction out of the ordinary course of business of the corporation;
- (m) change the number or manner of election of directors from that provided hereunder;

- (n) pay any dividend, redeem or repurchase any shares of the corporation or make any distribution to shareholders;
- (o) approve any business plan or budget of the corporation; and
- (p) enter into, terminate or amend any management services agreement between the corporation and Heartland Pork Management Services Ltd., its successors or assigns.

Class B Shares

- 6. The holders of Class B Shares shall not be entitled to receive notice of or attend any meeting of shareholders of the Corporation, and no voting rights shall attach to the Class B Shares. The holders of Class B Shares shall, however, be entitled to vote at separate meetings of the holders of Class B Shares called for any purpose for which a meeting of the holders of Class B Shares may or shall be called pursuant to the provisions of the Act.
- 7. The Class B Shares shall have no right to receive dividends.
- 8. In the event of liquidation, winding up or dissolution of the Corporation, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs or upon a reduction of capital, the holders of Class B Shares shall be entitled to receive \$50 for each such Class B Share in preference and priority to any payment on the Class A common shares out of the assets of the Corporation available for distribution to shareholders, but shall not be entitled to any further participation in such assets.
- 10. The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class B Shares by purchase at \$50 per Class B Share. The shares to be redeemed shall be determined by the Board of Directors and a notice of redemption shall be mailed by prepaid letter addressed to each such shareholder at his address as it appears on the books of the Corporation or, in the event of the address of any such shareholder not so appearing, then to the last known address of such shareholder. On or after the date so specified for redemption in the notice, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class B Shares to be redeemed the redemption price on presentation and surrender, at the head office of the Corporation or at any other place designated in such notice, of the certificate(s) for the Class B Shares called for redemption or, in the alternative, of a declaration of lost share certificate for such shares. Such Class B Shares shall thereupon be and be deemed to be redeemed and shall be cancelled. From and after the date specified in any such notice, the Class B Shares called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be made in accordance with the foregoing provisions in which case the rights of the holders shall remain unaffected. Should the holders of any Class B Shares so called for redemption fail to present the certificate(s) representing such Class B Shares or a

declaration of lost share certificate for such shares on the date specified for redemption, the Corporation shall have the right to deposit the redemption price of such shares to a special account in any chartered bank or any trust company in Canada, to be paid without interest to or to the order of the respective holders of such Class B Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificate(s) or declaration of lost share certificate representing the same, and upon such deposit of the redemption price being made, the Class B Shares in respect whereof such deposit shall have been made shall be deemed to be redeemed and shall be canceled and the rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the total redemption price so deposited. Notwithstanding the foregoing, the holders of the Class B Shares may waive notice of any such redemption by instrument or instruments in writing

SCHEDULE "B" to SCHEDULE C-2

Restrictions, if any, on share transfers:

1. The right to transfer shares in the capital stock of the Corporation is restricted and no shares shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the Board of Directors.

SCHEDULE "C" to SCHEDULE C-2

Other options, if any:

1. (a) The number of shareholders of the Corporation, exclusive of:
 - (i) persons who are in its employment or that of an affiliate; and
 - (ii) persons who, having been formerly in its employment were, while in that employment, shareholders of the Corporation and have continued to be shareholders of the Corporation after termination of that employment,is limited to not more than 50 persons, 2 or more persons who are the joint registered holders of 1 or more shares being counted as 1 shareholder.
- (b) The Corporation shall not make invitation to the public to subscribe for its securities.

**SCHEDULE "C-3" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

<p>1 - Name of the Corporation</p> <p style="text-align: center;">Carrot River Valley Pork Producers Ltd.</p>	<p>Dénomination sociale de la société</p>
<p>2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)</p> <p style="text-align: center;">Saskatchewan</p>	<p>La province ou le territoire au Canada où est situé le siège social (n'indiquez pas l'adresse complète)</p>
<p>3 - The classes and any maximum number of shares that the corporation is authorized to issue</p> <p style="text-align: center;">See Schedule "A"</p>	<p>Catégories et tout nombre maximal d'actions que la société est autorisée à émettre</p>
<p>4 - Restrictions if any on share transfers</p> <p style="text-align: center;">See Schedule "B"</p>	<p>Restrictions sur le transfert des actions s'il y a lieu</p>
<p>5 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)</p> <p>Minimum: <input style="width: 30px; text-align: center;" type="text" value="1"/> Maximum: <input style="width: 30px; text-align: center;" type="text" value="10"/></p>	<p>Nombre minimal et maximal d'administrateurs (pour un nombre fixe veuillez indiquer le même nombre dans les deux cases)</p> <p>Minimal: <input style="width: 30px;" type="text"/> Maximal: <input style="width: 30px;" type="text"/></p>
<p>6 - Restrictions, if any on business the corporation may carry on</p> <p style="text-align: center;">None</p>	<p>Limites imposées à l'activité commerciale de la société, s'il y a lieu</p>
<p>7 - (1) If change of name effected previous name</p> <p style="text-align: center;">n/a</p> <p>(2) Details of Incorporation</p>	<p>(1) S'il y a changement de dénomination sociale, indiquer la dénomination sociale antérieure</p> <p>(2) Détails de la constitution</p>
<p>8 - Other options if any</p> <p style="text-align: center;">See Schedule "C"</p>	<p>Autres dispositions s'il y a lieu</p>

SCHEDULE "A" to SCHEDULE C-3

The classes and any maximum number of shares that the corporation is authorized to issue:

There shall be two classes of shares consisting of an unlimited number of Class A Shares and an unlimited number of Class B Shares; and the shares in the capital of the corporation shall have attached thereto the rights, restrictions, conditions, limitations and prohibitions hereinafter set forth:

CLASS A SHARES

1 Voting

The Class A Shares shall each carry the right to one vote at all meetings of shareholders except those meetings at which only holders of another class of shares are entitled to vote.

2 Election of Directors

The holders of Class A Shares shall be entitled, voting exclusively and separately as a class, to elect that number of directors determined by multiplying the number of directors constituting the Board of Directors of the corporation from time to time by the number of issued and outstanding Class A Shares divided by the total number of issued and outstanding shares in the capital of the corporation. Should the number of directors to be elected by the holders of the Class A Shares in accordance with the above formula (the "Result") not be a whole number, the number of directors to be elected by the holders of the Class A Shares shall be the next higher whole number if the fractional portion of the Result is equal to or greater than .5 (one half) and shall be the next lower whole number if the fractional portion of the Result is less than .5 (one half).

Nothing in this paragraph 2 shall restrict the right of the corporation from time to time to increase or decrease the number of its directors in accordance with *The Business Corporations Act*.

Subject to the provisions of *The Business Corporations Act*, the directors elected to represent the holders of Class A Shares may be elected at the annual meeting of shareholders of the corporation at a separate meeting of the holders of the Class A Shares or by written resolution of the holders of the Class A Shares.

3 Dividends

The Class A Shares shall be fully participating as to such dividends as the Board of Directors of the corporation may, subject to paragraph 4, by resolution, declare from time to time.

4 Participation

In the event of the liquidation, winding up or dissolution of the corporation, or other distribution of assets of the corporation among its shareholders for the purpose of winding up its affairs, the

Class A Shares shall be fully participating as to the distribution of capital upon such liquidation, winding up or dissolution of the corporation.

The corporation shall not, without the approval of a majority of the holders of the Class A Shares:

- (a) sell all or substantially all of the assets of the corporation or dispose of any property other than inventory having a value in excess of \$50,000;
- (b) make any capital expenditure over \$50,000, or enter into any lease of assets, the value of which is in excess of \$50,000 per annum and if such capital expenditure or lease involves payments on an instalment plan or other device, the total payments shall be considered when determining the amount of such expenditure or lease;
- (c) change the number of the corporation's authorized shares or the rights relating thereto or issue any additional shares of the corporation, or rights convertible into shares of the corporation or the take any other action that would diminish or abrogate the right of any holders of Class A Shares provided for hereunder;
- (d) incur any indebtedness or borrow any amount that which, either alone, or in conjunction with other indebtedness of the corporation outstanding at the time, exceeds in the aggregate \$100,000;
- (e) take or institute any proceeding for the winding up, reorganization or dissolution of the corporation;
- (f) make an assignment for the benefit of any creditors of the corporation;
- (g) amalgamate, consolidate or merge, or enter into any agreement to amalgamate, consolidate or merge the corporation with any corporation, partnership, joint venture or firm;
- (h) amend the articles or bylaws of the corporation;
- (i) guarantee or grant security for, the debts or obligations of any corporation, partnership, joint venture, firm or person not in the ordinary course of business;
- (j) make any loans to any shareholder or to any of its affiliates;
- (k) fix the remuneration for senior employees, officers and directors;
- (l) make any material change on the undertaking of any business or operation by the corporation, or any transaction out of the ordinary course of business of the corporation;
- (m) change the number or manner of election of directors from that provided hereunder;

- (n) pay any dividend, redeem or repurchase any shares of the corporation or make any distribution to shareholders;
- (o) approve any business plan or budget of the corporation; and
- (p) enter into, terminate or amend any management services agreement between the corporation and Heartland Pork Management Services Ltd., its successors or assigns.

Class B Shares

- 6. The holders of Class B Shares shall not be entitled to receive notice of or attend any meeting of shareholders of the Corporation, and no voting rights shall attach to the Class B Shares. The holders of Class B Shares shall, however, be entitled to vote at separate meetings of the holders of Class B Shares called for any purpose for which a meeting of the holders of Class B Shares may or shall be called pursuant to the provisions of the Act.
- 7. The Class B Shares shall have no right to receive dividends
- 8. In the event of liquidation, winding up or dissolution of the Corporation, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs or upon a reduction of capital, the holders of Class B Shares shall be entitled to receive \$50 for each such Class B Share in preference and priority to any payment on the Class A common shares out of the assets of the Corporation available for distribution to shareholders, but shall not be entitled to any further participation in such assets.
- 11. The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class B Shares by purchase at \$50 per Class B Share. The shares to be redeemed shall be determined by the Board of Directors and a notice of redemption shall be mailed by prepaid letter addressed to each such shareholder at his address as it appears on the books of the Corporation or, in the event of the address of any such shareholder not so appearing, then to the last known address of such shareholder. On or after the date so specified for redemption in the notice, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class B Shares to be redeemed the redemption price on presentation and surrender, at the head office of the Corporation or at any other place designated in such notice, of the certificate(s) for the Class B Shares called for redemption or, in the alternative, of a declaration of lost share certificate for such shares. Such Class B Shares shall thereupon be and be deemed to be redeemed and shall be cancelled. From and after the date specified in any such notice, the Class B Shares called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be made in accordance with the foregoing provisions in which case the rights of the holders shall remain unaffected. Should the holders of any Class B Shares so called for redemption fail to present the certificate(s) representing such Class B Shares or a

declaration of lost share certificate for such shares on the date specified for redemption, the Corporation shall have the right to deposit the redemption price of such shares to a special account in any chartered bank or any trust company in Canada, to be paid without interest to or to the order of the respective holders of such Class B Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificate(s) or declaration of lost share certificate representing the same, and upon such deposit of the redemption price being made, the Class B Shares in respect whereof such deposit shall have been made shall be deemed to be redeemed and shall be canceled and the rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the total redemption price so deposited. Notwithstanding the foregoing, the holders of the Class B Shares may waive notice of any such redemption by instrument or instruments in writing.

SCHEDULE "B" to SCHEDULE C-3

Restrictions, if any, on share transfers:

1. The right to transfer shares in the capital stock of the Corporation is restricted and no shares shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the Board of Directors.

SCHEDULE "C" to SCHEDULE C-3

Other options, if any:

1. (a) The number of shareholders of the Corporation, exclusive of:
 - (i) persons who are in its employment or that of an affiliate; and
 - (ii) persons who, having been formerly in its employment were, while in that employment, shareholders of the Corporation and have continued to be shareholders of the Corporation after termination of that employment,is limited to not more than 50 persons, 2 or more persons who are the joint registered holders of 1 or more shares being counted as 1 shareholder.
- (b) The Corporation shall not make invitation to the public to subscribe for its securities.

**SCHEDULE "C-4" TO THE
ARTICLES OF ARRANGEMENT OF
VITERRA INC.**

<p>1 -- Name of the Corporation</p> <p style="text-align: center;">Horizon Pork Producers Ltd.</p>	<p>Dénomination sociale de la société</p>
<p>2 -- The province or territory in Canada where the registered office is situated (do not indicate the full address)</p> <p style="text-align: center;">Saskatchewan</p>	<p>La province ou le territoire au Canada où est situé le siège social (n'indiquez pas l'adresse complète)</p>
<p>3 -- The classes and any maximum number of shares that the corporation is authorized to issue</p> <p style="text-align: center;">See Schedule "A"</p>	<p>Catégories et tout nombre maximal d'actions que la société est autorisée à émettre</p>
<p>4 -- Restrictions, if any, on share transfers</p> <p style="text-align: center;">See Schedule "B"</p>	<p>Restrictions sur le transfert des actions, s'il y a lieu</p>
<p>5 -- Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)</p> <p>Minimum: <input style="width: 30px; text-align: center;" type="text" value="1"/> Maximum: <input style="width: 30px; text-align: center;" type="text" value="10"/></p>	<p>Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)</p> <p>Minimal: <input style="width: 30px;" type="text"/> Maximal: <input style="width: 30px;" type="text"/></p>
<p>6 -- Restrictions, if any, on business the corporation may carry on</p> <p style="text-align: center;">None</p>	<p>Limites imposées à l'activité commerciale de la société, s'il y a lieu</p>
<p>7 -- (1) If change of name effected, previous name</p> <p style="text-align: center;">n/a</p> <p>(2) Details of incorporation</p>	<p>(1) S'il y a changement de dénomination sociale, indiquer la dénomination sociale antérieure</p> <p>(2) Détails de la constitution</p>
<p>8 -- Other options, if any</p> <p style="text-align: center;">See Schedule "C"</p>	<p>Autres dispositions, s'il y a lieu</p>

SCHEDULE "A" to SCHEDULE C-4

The classes and any maximum number of shares that the corporation is authorized to issue:

There shall be two classes of shares consisting of an unlimited number of Class A Shares and an unlimited number of Class B Shares; and the shares in the capital of the corporation shall have attached thereto the rights, restrictions, conditions, limitations and prohibitions hereinafter set forth:

CLASS A SHARES

1. Voting

The Class A Shares shall each carry the right to one vote at all meetings of shareholders except those meetings at which only holders of another class of shares are entitled to vote

2. Election of Directors

The holders of Class A Shares shall be entitled, voting exclusively and separately as a class, to elect that number of directors determined by multiplying the number of directors constituting the Board of Directors of the corporation from time to time by the number of issued and outstanding Class A Shares divided by the total number of issued and outstanding shares in the capital of the corporation. Should the number of directors to be elected by the holders of the Class A Shares in accordance with the above formula (the "Result") not be a whole number, the number of directors to be elected by the holders of the Class A Shares shall be the next higher whole number if the fractional portion of the Result is equal to or greater than .5 (one half) and shall be the next lower whole number if the fractional portion of the Result is less than .5 (one half).

Nothing in this paragraph 2 shall restrict the right of the corporation from time to time to increase or decrease the number of its directors in accordance with *The Business Corporations Act*.

Subject to the provisions of *The Business Corporations Act*, the directors elected to represent the holders of Class A Shares may be elected at the annual meeting of shareholders of the corporation at a separate meeting of the holders of the Class A Shares or by written resolution of the holders of the Class A Shares

3. Dividends

The Class A Shares shall be fully participating as to such dividends as the Board of Directors of the corporation may, subject to paragraph 4, by resolution, declare from time to time.

4. Participation

In the event of the liquidation, winding up or dissolution of the corporation, or other distribution of assets of the corporation among its shareholders for the purpose of winding up its affairs, the

Class A Shares shall be fully participating as to the distribution of capital upon such liquidation, winding up or dissolution of the corporation.

The corporation shall not, without the approval of a majority of the holders of the Class A Shares:

- (a) sell all or substantially all of the assets of the corporation or dispose of any property other than inventory having a value in excess of \$50,000;
- (b) make any capital expenditure over \$50,000, or enter into any lease of assets, the value of which is in excess of \$50,000 per annum and if such capital expenditure or lease involves payments on an instalment plan or other device, the total payments shall be considered when determining the amount of such expenditure or lease;
- (c) change the number of the corporation's authorized shares or the rights relating thereto or issue any additional shares of the corporation, or rights convertible into shares of the corporation or the take any other action that would diminish or abrogate the right of any holders of Class A Shares provided for hereunder;
- (d) incur any indebtedness or borrow any amount that which, either alone, or in conjunction with other indebtedness of the corporation outstanding at the time, exceeds in the aggregate \$100,000;
- (e) take or institute any proceeding for the winding up, reorganization or dissolution of the corporation;
- (f) make an assignment for the benefit of any creditors of the corporation;
- (g) amalgamate, consolidate or merge, or enter into any agreement to amalgamate, consolidate or merge the corporation with any corporation, partnership, joint venture or firm;
- (h) amend the articles or bylaws of the corporation;
- (i) guarantee or grant security for, the debts or obligations of any corporation, partnership, joint venture, firm or person not in the ordinary course of business;
- (j) make any loans to any shareholder or to any of its affiliates;
- (k) fix the remuneration for senior employees, officers and directors;
- (l) make any material change on the undertaking of any business or operation by the corporation, or any transaction out of the ordinary course of business of the corporation;
- (m) change the number or manner of election of directors from that provided hereunder;

- (n) pay any dividend, redeem or repurchase any shares of the corporation or make any distribution to shareholders;
- (o) approve any business plan or budget of the corporation; and
- (p) enter into, terminate or amend any management services agreement between the corporation and Heartland Pork Management Services Ltd., its successors or assigns.

Class B Shares

- 6. The holders of Class B Shares shall not be entitled to receive notice of or attend any meeting of shareholders of the Corporation, and no voting rights shall attach to the Class B Shares. The holders of Class B Shares shall, however, be entitled to vote at separate meetings of the holders of Class B Shares called for any purpose for which a meeting of the holders of Class B Shares may or shall be called pursuant to the provisions of the Act.
- 7. The Class B Shares shall have no right to receive dividends.
- 8. In the event of liquidation, winding up or dissolution of the Corporation, or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs or upon a reduction of capital, the holders of Class B Shares shall be entitled to receive \$50 for each such Class B Share in preference and priority to any payment on the Class A common shares out of the assets of the Corporation available for distribution to shareholders, but shall not be entitled to any further participation in such assets.
- 12. The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class B Shares by purchase at \$50 per Class B Share. The shares to be redeemed shall be determined by the Board of Directors and a notice of redemption shall be mailed by prepaid letter addressed to each such shareholder at his address as it appears on the books of the Corporation or, in the event of the address of any such shareholder not so appearing, then to the last known address of such shareholder. On or after the date so specified for redemption in the notice, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class B Shares to be redeemed the redemption price on presentation and surrender, at the head office of the Corporation or at any other place designated in such notice, of the certificate(s) for the Class B Shares called for redemption or, in the alternative, of a declaration of lost share certificate for such shares. Such Class B Shares shall thereupon be and be deemed to be redeemed and shall be cancelled. From and after the date specified in any such notice, the Class B Shares called for redemption shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be made in accordance with the foregoing provisions in which case the rights of the holders shall remain unaffected. Should the holders of any Class B Shares so called for redemption fail to present the certificate(s) representing such Class B Shares or a

declaration of lost share certificate for such shares on the date specified for redemption, the Corporation shall have the right to deposit the redemption price of such shares to a special account in any chartered bank or any trust company in Canada, to be paid without interest to or to the order of the respective holders of such Class B Shares called for redemption, upon presentation and surrender to such bank or trust company of the certificate(s) or declaration of lost share certificate representing the same, and upon such deposit of the redemption price being made, the Class B Shares in respect whereof such deposit shall have been made shall be deemed to be redeemed and shall be canceled and the rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the total redemption price so deposited. Notwithstanding the foregoing, the holders of the Class B Shares may waive notice of any such redemption by instrument or instruments in writing.

SCHEDULE "B" to SCHEDULE C-4

Restrictions, if any, on share transfers:

1. The right to transfer shares in the capital stock of the Corporation is restricted and no shares shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the Board of Directors

SCHEDULE "C" to SCHEDULE C-4

Other options, if any:

- 1 (a) The number of shareholders of the Corporation, exclusive of:
 - (i) persons who are in its employment or that of an affiliate; and
 - (ii) persons who, having been formerly in its employment were, while in that employment, shareholders of the Corporation and have continued to be shareholders of the Corporation after termination of that employment,is limited to not more than 50 persons, 2 or more persons who are the joint registered holders of 1 or more shares being counted as 1 shareholder.
- (b) The Corporation shall not make invitation to the public to subscribe for its securities.