

# **INFORMATION PACKAGE**

**PRAIRIE PLAIN HOLDINGS LTD.**

**May 29, 2015**

## **PRAIRIE PLAIN HOLDINGS LTD.**

### **TABLE OF CONTENTS**

1. OVERVIEW
2. BACKGROUND
3. COMPANY OWNED REAL ESTATE
4. FINANCIAL INFORMATION
5. SALES PROCESS

### **APPENDICES**

- A. APPOINTMENT OF RECEIVER OF CANADIAN INTEGRATED AGRICULTURE INC.
- B. CORPORATE REGISTRY SEARCH; CERTIFICATE OF INCORPORATION; SHARE REGISTER; SHARE CERTIFICATE
- C. BALANCE SHEET AS AT DECEMBER 31 2014
- D. REAL ESTATE DETAILS
- E. FORM OF OFFER – SHARE PURCHASE AGREEMENT

## 1. OVERVIEW

This Information Package is being provided by the Receiver of the parent company of Prairie Plain Holdings Ltd. ("PPH" or "the Company") to parties interested in acquiring all of the issued shares of the Company ("the Property"). The Company's sole asset is approximately 2,082 acres of agricultural land in 19 legal parcels around Saskatoon. The Receiver ("the Vendor") is seeking offers to purchase the shares of the Company.

The Property is being sold on an "as is where is" basis. The Vendor does not make any representation, covenant or warranty regarding the Property.

Prospective purchasers must submit offers, in the form of the Offer Form, to the Vendor to purchase the Property prior to 5:00 pm PST Friday, July 3 2015.

The Vendor reserves the right not to accept the highest or any offer, or to accept or negotiate with any prospective purchaser at any time prior to the deadline.

The sale is subject to Court approval.

This Request for Offers to Purchase ("ROP") is intended solely for the purpose of soliciting offers from qualified, prospective purchasers of the Property.

The Vendor has prepared the ROP from information provided by the Company and third parties. The Vendor has conducted a limited review of this information, but has not independently verified its accuracy or completeness.

Interested parties should contact the Vendor and execute a confidentiality agreement to obtain access to further information.

Offers must be submitted using the Form of Offer as set out in the Appendices.

If you are interested in pursuing this opportunity further, please contact:

**Gordon Brown at 604.638.4946**  
[gbrown@bowragroup.com](mailto:gbrown@bowragroup.com)

**Martin Hyatt at 604.608.6241**  
[mhyatt@bowragroup.com](mailto:mhyatt@bowragroup.com)

**The Bowra Group Inc.**  
One Bentall Centre, Box 72  
430 – 505 Burrard Street  
Vancouver BC, V7X 1M3

**The Bowra Group Inc.**  
One Bentall Centre, Box 72  
430 – 505 Burrard Street  
Vancouver BC, V7X 1M3

## **2. BACKGROUND**

PPH was incorporated on January 10, 2012 and commenced business operations in March 2012. Its only activity has been renting its lands to grain farmers.

PPH acquired its real estate between April 2012 and May 2013. The purchases were funded by loans from Canadian Integrated Agriculture Inc ("CIA") and a mortgage from BMO Bank of Montreal.

There are 100 A shares issued. All 100 shares are held by and in the name of CIA. CIA was put into receivership on May 4, 2015 by an Order of the Supreme Court of British Columbia. This order appoints The Bowra Group Inc. as Receiver of CIA.

## **3. COMPANY OWNED REAL ESTATE**

Details of the real estate are set out in Appendix D.

A total of 1,983 acres are leased to 5 separate lessees on short term one year leases expiring on November 30 2015. The lessees are responsible for payment of all land taxes on title.

Copies of the lease are available for qualified purchasers.

## **4. FINANCIAL INFORMATION**

The balance sheet of PPH as at December 31 2014 is set out in Appendix C.

The unaudited financial statements for the years ended December 31 2012, 2013 and 2014 are available for qualified purchasers, together with the latest tax filings.

There is a mortgage secured on various properties in favour of BMO Bank of Montreal of approximately \$800,000.

## **5. SALES PROCESS**

Prospective purchasers can submit offers to the Vendor to purchase the Property at the following address:

The Bowra Group Inc.  
One Bentall Centre, Box72  
430 – 505 Burrard Street  
Vancouver, B.C. V7X 1M3

Attention: Martin Hyatt/Gordon Brown

Each offer to purchase the Property must be in the Form of Offer attached as Appendix E and include a deposit (the "Deposit") by way of a certified cheque or bank draft for 10% of the offer price payable to "The Bowra Group Inc., Receiver Canadian Integrated Agriculture Inc., in Trust".

Offers may also be submitted via email ([mhyatt@bowragroup.com](mailto:mhyatt@bowragroup.com) or [gbrown@bowragroup.com](mailto:gbrown@bowragroup.com)) or via fax (604-689-8584) provided the Deposit is received prior to the deadline.

Prospective purchasers must submit the Offer Form to the Receiver prior to 5:00 pm PST Friday, July 3, 2015. All offers are subject to Court approval.

Offers submitted to the Vendor must remain firm and irrevocable for a minimum of seven days after they have been submitted. The Vendor will return the Deposits of prospective purchasers for offers that were not accepted.

This Request for Offers to Purchase ("ROP") is intended solely for the purpose of soliciting offers from qualified, prospective purchasers of the assets. The Vendor has

prepared the ROP from information provided by PPH and other sources deemed reliable. The Vendor has conducted a limited review of this information, but has not independently verified its accuracy or completeness. The ROP is provided with the expressed understanding that each prospective purchaser will undertake its own due diligence and independently investigate those matters that it deems pertinent. Nothing in the ROP shall be deemed to create or imply any covenant, representation or warranty whatsoever on the part of the Vendor.

The Bowra Group Inc.

In its capacity as  
Receiver of the assets  
undertakings and properties of  
Canadian Integrated Agriculture Inc.

**APPENDIX A**

**APPOINTMENT OF RECEIVER OF CANADIAN INTEGRATED  
AGRICULTURE INC.**





No.S151721  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**BETWEEN**

**THE INTERNATIONAL MUTUAL FUND PCC LIMITED -  
CANADIAN INTEGRATED AGRICULTURE FUND**

**PLAINTIFF**

**AND:**

**CANADIAN INTEGRATED AGRICULTURE INC.**

**DEFENDANT**

**ORDER MADE AFTER APPLICATION**

BEFORE THE HONOURABLE )  
MR. JUSTICE MCEWAN )  
MONDAY, THE 4th DAY )  
OF MAY, 2015. )

ON THE APPLICATION of The International Mutual Fund PCC Limited – Canadian Integrated Agriculture Fund (the “Applicant”) for an Order pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “BIA”) and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the “LEA”) appointing The Bowra Group Inc. as Receiver (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and properties of Canadian Integrated Agriculture Inc. (the “Debtor”) acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing on April 15, 2015 at the Courthouse, 800 Smithe Street, Vancouver British Columbia.

AND ON READING the Notice of Application dated March 6, 2015, the Affidavit #1 of Graham Basham sworn March 3, 2015, the consent of The Bowra Group Inc. to act as the Receiver and the other pleadings filed herein to date; AND ON HEARING Heather M.B. Ferris, Counsel for the Applicant and Ian MacKinnon, Counsel for the Defendant and UPON JUDGMENT BEING RESERVED TO THIS DATE:

**THIS COURT ORDERS AND DECLARES that:**

**APPOINTMENT**

1. Pursuant to Section 243(1) of the BIA and Section 39 of the LEA The Bowra Group Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and

properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

#### RECEIVER'S POWERS

2. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the other business, or cease to perform any contracts of the Debtor;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
  - (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
  - (f) to settle, extend or compromise any indebtedness owing to the Debtor;
  - (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
  - (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (j) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (n) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

3. Each of (i) the Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith

advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
5. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

6. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

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

7. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an

existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

8. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. The stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

#### **NO INTERFERENCE WITH THE RECEIVER**

9. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

#### **CONTINUATION OF SERVICES**

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

#### **RECEIVER TO HOLD FUNDS**

11. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post-Receivership Accounts") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net

of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

#### EMPLOYEES

12. Subject to the right of employees to terminate their employment notwithstanding paragraph 10, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as provided for in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay and amounts in respect of obligations imposed specifically on receivers by applicable legislation. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.
13. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON THE RECEIVER'S LIABILITY

14. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
  - (a) any gross negligence or wilful misconduct on its part; or
  - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

## RECEIVER'S ACCOUNTS

15. The reasonable fees and disbursements of the Receiver and its legal counsel, in each case at their standard rates and charges, shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
16. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.
17. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

## ALLOCATION

18. That any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

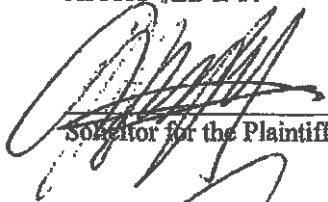
## GENERAL


19. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
20. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
21. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
22. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

- 23. The Plaintiff's shall have its costs of this motion, up to and including entry and service of this Order, as provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
- 24. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

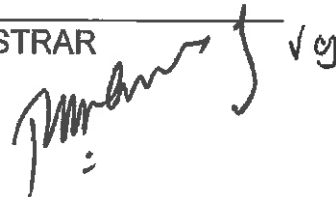
  
Solicitor for the Plaintiff, Heather M. B. Ferris

  
Solicitor for the Defendant, Ian MacKinnon

BY THE COURT

Digitally signed by  
Tang, Eva

REGISTRAR





**APPENDIX B**

**CORPORATE REGISTRY SEARCH; CERTIFICATE OF  
INCORPORATION; SHARE REGISTRY; SHARE CERTIFICATE**

## Saskatchewan



**Information  
Services  
Corporation**

Corporate Registry

Profile Report

**Entity No:** 101200509  
**Entity Name:** PRAIRIE PLAIN HOLDINGS LTD.

As of: 2-Mar-2015

**Entity Name:** PRAIRIE PLAIN HOLDINGS LTD.

**Entity Number:** 101200509

Status as of Profile date: Active

**Entity Type:** BUSINESS CORPORATION  
**Entity Sub Type:** SASKATCHEWAN CORPORATION

**Incorporation Date:** 10-Jan-2012  
**Home Jurisdiction:** SASKATCHEWAN  
**Annual Return/Renewal Date:** 28-Feb-2016

**Nature of Business:** HOLDING COMPANY

**Registered Office:**

**Name:** PRAIRIE PLAIN HOLDINGS LTD.  
**Address:** 800 - 1801 HAMILTON STREET  
**City/Province:** REGINA, SK  
**Country/Postal Code:** CANADA, S4P4B4  
**Attention:** MCKERCHER LLP

**Mailing Address:**

**Name:** PRAIRIE PLAIN HOLDINGS LTD.  
**Address:** P.O. BOX 70, MT. LEHMAN STATION  
**City/Province:** ABBOTSFORD, BC  
**Country/Postal Code:** CANADA, V4X2P7  
**Attention:** RAY NICKEL

**Allowable Number of  
Directors:** Min: 1 Max: 10

**Director/Officer /Shareholder Information:**

<b>Dir Became:</b>	10-Jan-2012		
<b>Name:</b>	NICKEL, RAY BOX 70, MT.	<b>Director:</b>	YES
<b>Address:</b>	LEHMAN STATION	<b>Officer Position:</b>	PRESIDENT
<b>City/Province:</b>	ABBOTSFORD, BC		
<b>Country/Postal Code:</b>	CANADA, V4X2P7		

Resident Canadian: YES

**Director/Officer/Shareholder Information:**

Name: CANADIAN INTEGRATED AGRICULTURE LTD. Director: NO  
 Address: BOX 70, MT. LEHMAN STATION  
 City/Province: ABBOTSFORD, BC Shareholder: YES  
 Country/Postal Code: CANADA, V4X2P7  
 Class Name: A COM  
 Shares Held: 100.00

**Share Structure:**

Class	Voting Rights	Authorized Number	Issued Number
A COM	YES	UNLIMITED	100.00
B COM	YES	UNLIMITED	00.00
C COM	NO	UNLIMITED	00.00
D COM	NO	UNLIMITED	00.00
E PRE	YES	UNLIMITED	00.00
F PRE	YES	UNLIMITED	00.00
G PRE	NO	UNLIMITED	00.00
H PRE	NO	UNLIMITED	00.00
I PRE	NO	UNLIMITED	00.00
J	YES	UNLIMITED	00.00
<b>Total Number of Shares issued:</b>			<b>100.00</b>

**Power(s) of Attorney:**

Name: WARSABA, Q.C., PATRICIA J.F.  
 Address: 800 - 1801 HAMILTON STREET  
 City/Province: REGINA, SK  
 Country/Postal Code: CANADA, S4P4B4

**Power(s) of Attorney:**

Name: KWOCHKA, DANIEL P.  
 Address: 800 - 1801 HAMILTON STREET  
 City/Province: REGINA, SK  
 Country/Postal Code: CANADA, S4P4B4

**General Information:**

Licensed with Consumer Protection Branch: NO

**Event History:**

<u>Event</u>	<u>Date</u>
INCORPORATION	10-Jan-2012
CHANGE OF MAILING ADDRESS (Filed on the Web)	07-Feb-2012
ANNUAL RETURN (Filed on the Web)	28-Feb-2013
ANNUAL RETURN (Filed on the Web)	26-Feb-2014

GENERAL INFORMATION  
ANNUAL RETURN (Filed on the Web)

03-Mar-2014  
28-Feb-2015

---

# Certificate of Incorporation

## *THE BUSINESS CORPORATIONS ACT*

I certify that

PRAIRIE PLAIN HOLDINGS LTD.

is this day incorporated under *THE BUSINESS CORPORATIONS ACT* in accordance with the attached Articles.

Given under my hand and seal

this 10th day of January, 2012



Director of Corporations

Prairie Plain Holdings Ltd.

Shareholders' Ledger

Name: Canadian Integrated Agriculture Ltd.

Address: P.O. Box 70, MT. Lehman Station  
Abbotsford, BC V4X 2P7

Type of Share: Class A - Voting

Date	Certificate Number	Pledged Transferred/Issued/Redeemed		Price Per Share	SHARES		
					Transferred	Acquired	Balance Held
Jan-10-2012	1	No	From Treasury	0.0000	100.0000	100.0000	

**PRAIRIE PLAIN HOLDINGS LTD.**

Incorporated in the Province of Saskatchewan

Certificate  
Number

**1**

Class & Number  
of Shares

**100 Class A**

The Corporation is authorized to issue shares

**THIS CERTIFIES THAT**

**CANADIAN INTEGRATED AGRICULTURE LTD.**

is the registered holder of

**100 Class A**

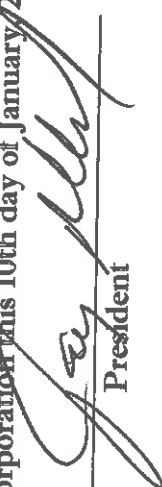
and that the shares are fully paid up and non-assessable shares in the Capital Stock of

**PRAIRIE PLAIN HOLDINGS LTD.**

The shares represented by this certificate are transferable subject to the restrictions set forth in the Articles of the Corporation.

There are rights, privileges, restrictions and conditions attaching to the class of shares represented by this certificate and full copy thereof is obtainable by the shareholder on demand and without charge from the Corporation.

**IN WITNESS WHEREOF** the Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the seal of the Corporation this 10th day of January 2012.



President

Secretary

**APPENDIX C**

**BALANCE SHEET AS OF DECEMBER 31 2014**



**PRAIRIE PLAIN HOLDINGS LTD.**  
**BALANCE SHEET**  
**UNAUDITED - See Notice to Reader**  
**AS AT DECEMBER 31, 2014**

**ASSETS**

**CURRENT ASSETS**

Cash

	<u>2014</u>	<u>2013</u>
	\$ 140,208	\$ 84,549

**PROPERTY (Note 1a)**

Land

	<u>4,047,478</u>	<u>4,047,478</u>
	<u>\$ 4,187,686</u>	<u>\$ 4,132,027</u>

**LIABILITIES AND SHAREHOLDERS' EQUITY**

**CURRENT LIABILITIES**

Accounts payable

Taxes payable

Scheduled repayment of callable debt (Note 2)

	\$ 950	\$ 950
	5,453	1,819
	<u>26,232</u>	<u>23,267</u>
	<u>32,635</u>	<u>26,036</u>

**CALLABLE DEBT (Note 2)**

	<u>784,713</u>	<u>813,431</u>
--	----------------	----------------

**DUE TO CANADIAN INTEGRATED  
 AGRICULTURE INC. (Note 3)**

	<u>3,263,250</u>	<u>3,180,750</u>
--	------------------	------------------

**SHAREHOLDERS' EQUITY**

Share Capital (Note 4)

100 Class A common shares

Retained earnings

	100	100
	<u>106,988</u>	<u>111,710</u>
	<u>107,088</u>	<u>111,810</u>
	<u>\$ 4,187,686</u>	<u>\$ 4,132,027</u>

APPROVED BY THE DIRECTOR:

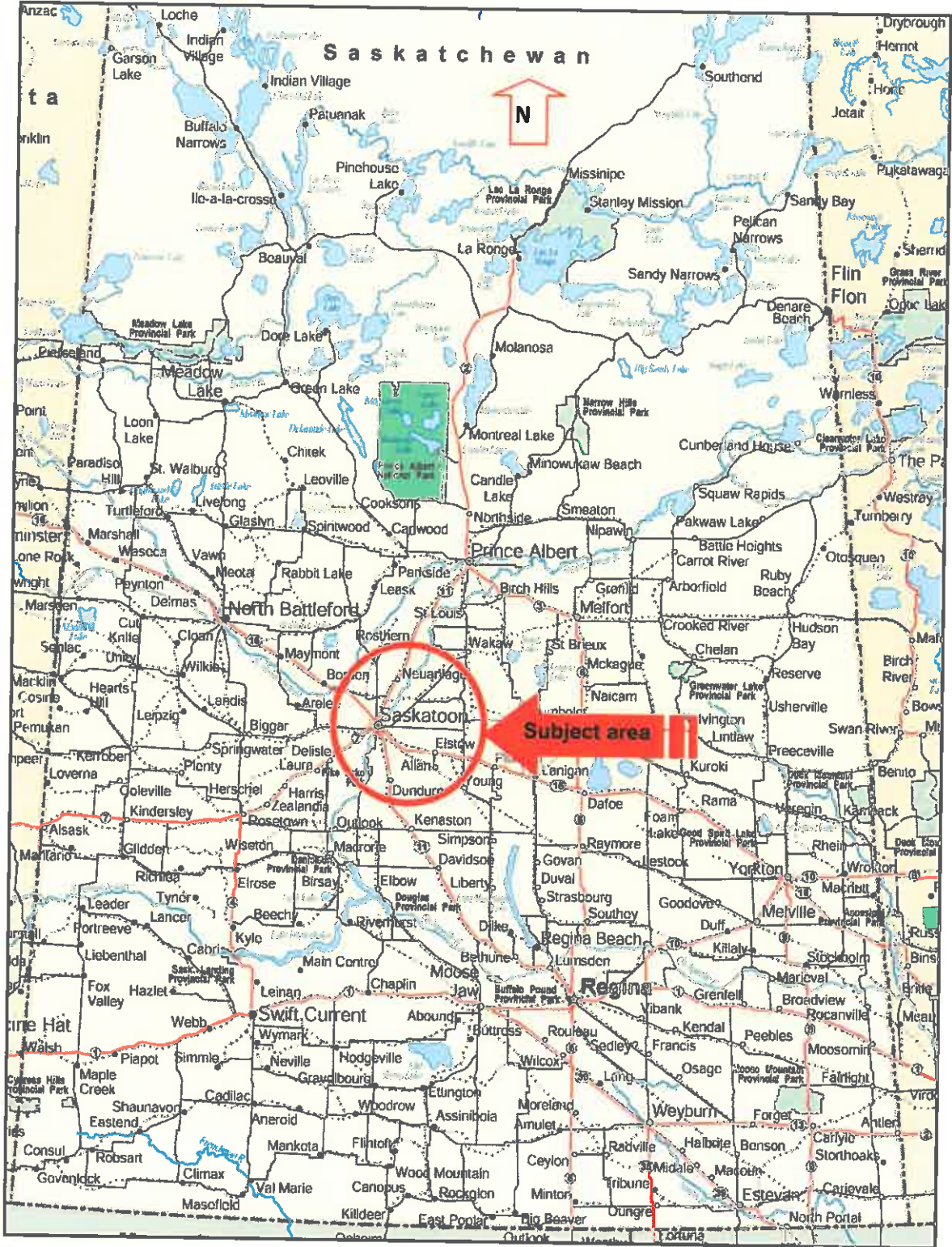
\_\_\_\_\_ Director

Refer to the accompanying notes

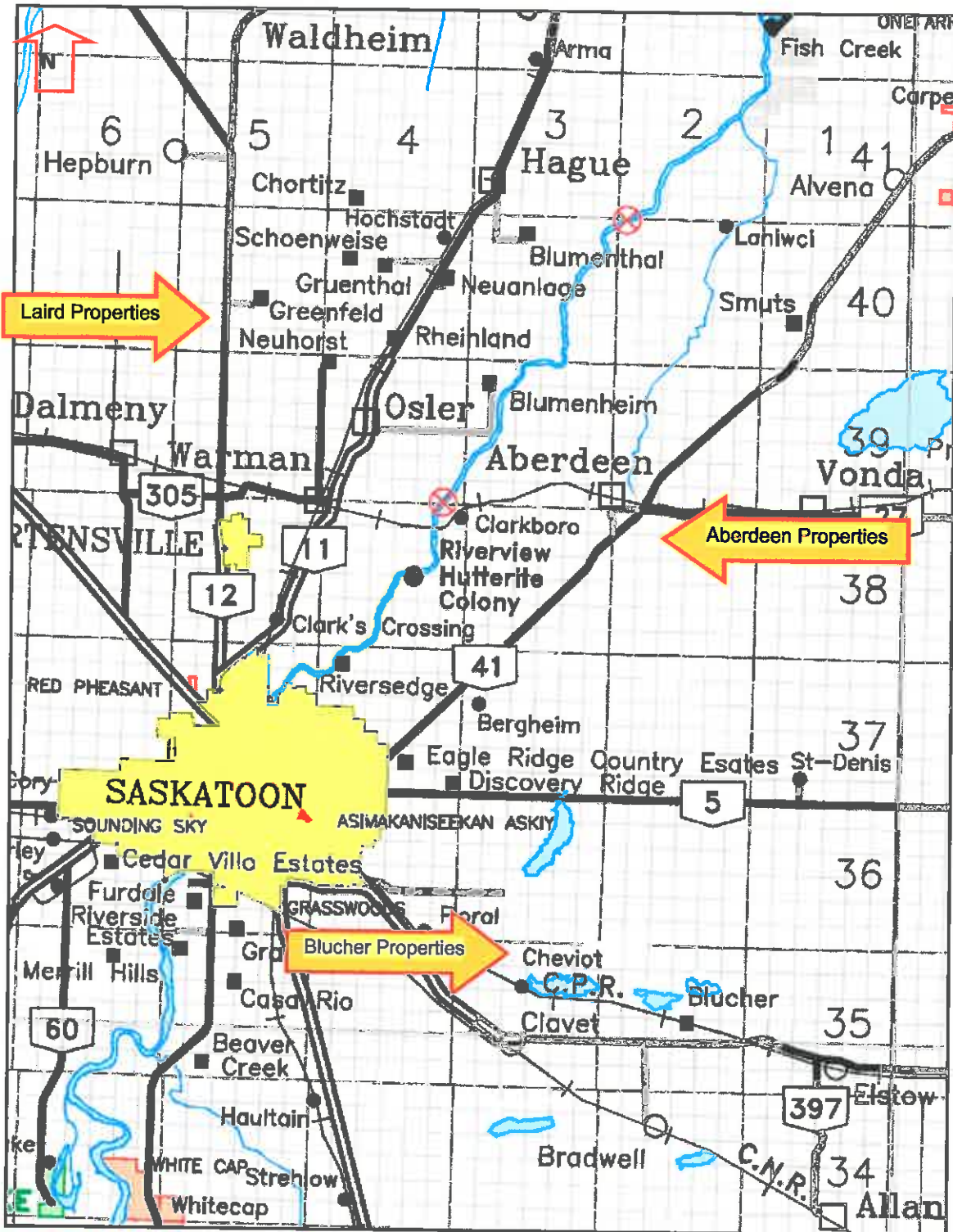
## **APPENDIX D**

### **REAL ESTATE DETAILS**

# LOCATION MAP



LOCATION MAP



## SITE DATA SUMMARY

*Location*                      The main farm property is located approximately 15 KM southeast of Saskatoon at the southern border of RM of Blucher No. 343, and 5 KM northwest of the community of Clavet. The properties in Aberdeen are located 35 KM northeast of Saskatoon, and the properties in Laird are located 30 KM north of the city.

*Number of Legal Lots*      19 legal parcels. Some of the quarter sections have been split by roads, rail or other service corridors.

Parcel No. 1, (SW 08 36 03 W3) is currently land locked.

		Land area
1	SW1/4 Sec 8 Twp 36 R3 W3M	158.7
2	NE1/4 Sec 32 Twp 35 R3 W3M	155.91
3	SE1/4 Sec 32 Twp 35 R3 W3M	156.07
4	NW1/4 Sec 29 Twp 35 R3 W3M	33.11
5	NE1/4 Sec 29 Twp 35 R3 W3M	99
6	NE1/4 Sec 29 Twp 35 R3 W3M	45.32
7	NW1/4 Sec 29 Twp 35 R3 W3M	119.34
8	SE1/4 Sec 30 Twp 35 R3 W3M	55.95
9	NE1/4 Sec 30 Twp 35 R3 W3M	159.5
10	NW1/4 Sec 29 Twp 38 R2 W3M	156.28
11	SW1/4 Sec 32 Twp 38 R2 W3M	150.53
12	SW1/4 Sec 33 Twp 38 R2 W3M	159.41
13	NE1/4 Sec 5 Twp 40 R5 W3M	155.97
14	NW1/4 Sec 5 Twp 40 R5 W3M	160.17
15	SW1/4 Sec 5 Twp 40 R5 W3M	40.05
16	SW1/4 Sec 5 Twp 40 R5 W3M	40.06
17	SE1/4 Sec 5 Twp 40 R5 W3M	156.44
18	SW1/4 Sec 5 Twp 40 R5 W3M	40.09
19	SW1/4 Sec 5 Twp 40 R5 W3M	40.09
	total	2081.99

<i>Fronting Roads</i>	Highway 316, fronting most of the parcels in Blucher, is a 2-lane paved provincial highway with gravel shoulders. Highway 41 to Aberdeen is a 2-lane paved highway along with Highway 12 to Laird. The Township Roads are a rural 2-lane gravel road.
<i>Railway</i>	Located on the east side of Highway 316 is a railway, which has a side spur that passes through various parcels.
<i>Services</i>	The properties being vacant land are not serviced.
<i>Wiring (above /below)</i>	Overhead.
<i>Surrounding Area</i>	<p>The surrounding uses are predominately dairy farms and commodity crops.</p> <p>Located in the northwest corner of Highway 316 and Township Line Road 360 is a gravel pit and in the northeast corner is Potash Corp. of Saskatchewan.</p> <p>Located to the south of Parcel No. 8/9 is Cargill Oilseed processing plant.</p>
<i>Improvements</i>	The properties are vacant land.
<i>Property</i>	The subject properties are generally level to slightly undulating. Of the total land area, it is estimated approximately 93% is cultivated.

*Civic Address* No civic address is assigned to the subject properties.

*Parcel Ref. Numbering* The various parcels have been assigned a Parcel Ref. Number in this report. The Parcel Ref. Number is for reference only.

<i>Legal Description</i>	Parcel No.	Land Description
	1	SW 08-36-03-3 Ext 0 As described on Certificate of Title 83S00862.
	2	NE 32-35-03-3 Ext 0 As described on Certificate of Title 91S46968B.
	3	SE 32-35-03-3 Ext 0 As described on Certificate of Title 91S46968D.
	4	NW 29-35-03-3 Ext 2 As described on Certificate of Title 91S46968A which describes this parcel and other parcel(s) with the same land description tied to this one.
	5	NE 29-35-03-3 Ext 1 As described on Certificate of Title 91S46968.
	6	NE 29-35-03-3 Ext 2 As described on Certificate of Title 91S46968.
	7	NW 29-35-03-3 Ext 1 As described on Certificate of Title 91S46968A which describes this parcel and other parcel(s) with the same land description tied to this one.
	8	SE 30-35-03-3 Ext 2 As described on Certificate of Title 86S26628 which describes this parcel.

- 9 NE 30-35-03-3 Ext 0 As described on Certificate of Title 86S26627.
- 10 NW 29-38-02-3 Ext 1
- 11 SW 32-38-02-3 Ext 1
- 12 SW 33-38-02-3 Ext 0 As described on Certificate of Title 96S15348.
- 13 NE 05-40-05-3 Ext 0 As described on Certificate of Title 01MW12509.
- 14 NW 05-40-05-3 Ext 0 As described on Certificate of Title 01MW12509.
- 15 LSD 4-05-40-05-3 Ext 128 As described on Certificate of Title 74S23913A, description 128.
- 16 LSD 5-05-40-05-3 Ext 129 As described on Certificate of Title 74S23913A, description 129.
- 17 SE 05-40-05-3 Ext 0 As described on Certificate of Title 85S16202.
- 18 LSD 3-05-40-05-3 Ext 130 As described on Certificate of Title 85S16856, description 130.
- 19 LSD 6-05-40-05-3 Ext 131 As described on Certificate of Title 85S16856, description 131.



# ARID

RMA	Legal Lane Description	Title Acres	Cult. Acres	Wetlands	Soil Class	Most Recent Assessment	Owner
343	NW-29-35-03-W3	152.45	150	2	G	103,200	Prairie Plain Holdings Ltd.
"	NE-29-35-03-W3	144	140	5	G	91,700	"
"	NE-30-35-03-W3	159.5	154	10	G	110,000	"
"	SE-30-35-03-W3	55.95	0	0	G	34,024	"
"	NE-32-35-03-W3	155.91	150	6	G	113,200	"
"	SE-32-35-03-W3	156.07	136	20	G	81,700	"
"	SW-08-36-03-W3	158.7	152	8	G	106,300	"
<b>Total:</b>		<b>982.58</b>	<b>882</b>	<b>31</b>		<b>640,124</b>	
373	NW-29-38-02-W3	156.28	128	28	G	101,400	"
"	SW-32-38-02-W3	150.53	88.42	0	C	102,400	"
"	SW-33-38-02-W3	159.41	140	20	C	110,800	"
<b>Total:</b>		<b>466.22</b>	<b>356.42</b>	<b>48</b>		<b>314,600</b>	
404	NE-05-40-05-W3	155.97	154	5	G	101,600	"
"	NW-05-40-05-W3	160.17	156	4	G	102,900	"
"	SE-05-40-05-W3	156.43	141	14	G	88,500	"
"	E1/2-SW-05-40-05-W3	80.18	76	4	G	50,900	"
"	W1/2-SW-05-40-05-W3	80.11	68	12	G	45,600	"
<b>Total:</b>		<b>632.86</b>	<b>595</b>	<b>39</b>		<b>389,500</b>	

Rm # 343  
BLUTCHER. (A)

Twp-36

TWP 35

DONALD PRIDDY 37900 256 211 212 257 214 215	INLAND AGGREGATES LTD. 18400 18	DONALD PRIDDY 23200 DONALD PRIDDY 23200 17	INLAND AGGREGATES LTD. 37900	POTASH CORP OF SASK. 20700 1	POTASH CORP OF SASK. 20700 1	POTASH CORP OF SASK. 55800 1	POTASH CORP OF SASK. 19900 1	POTASH CORP OF SASK. 84200 1	JOHNSON CONCRETE & MATERIAL 25700 14	MARKUS E. BOEHM 61500 14	LORNE DIGNEAN 52300 13	LORNE DIGNEAN 56200 13	MARGARET LYELL 52900 13
DOROTHY PRIDDY 102600	DONALD PRIDDY 95000	MORRIS KOROL 93600 394	MORRIS KOROL 103200	DEANNA GRUENDING 93400 316	BONNIE & JOHN LAWRENCE 99500	LYELL ALLEN 84400 209	LYELL ALLEN 66600 209	LYELL ALLEN 86400 209	LYELL ALLEN 72500 209	LYELL ALLEN 64800 209	OLIVE EPP 53600 207	OLIVE EPP 63600 207	OLIVE EPP 44100 171 170
MONTE & PAULINE GORCHINSKI 106100	DICK & SONS FARMS LTD. 109200	CAROLYN & KENNETH DICK 107900	DICK & SONS FARMS LTD. 110800	RALPH & WALTER STEVENSON 108100	RALPH & WALTER STEVENSON 84600	LYELL ALLEN 89900	MR & MRS RONALD ADAMS 60500	LYELL ALLEN 72500	VERA WHEELER 58100	HARVEY & FRANCES WHEELER 46300	HARVEY & FRANCES WHEELER 60600	HARVEY & FRANCES WHEELER 60600	HERB & ELAINE HUNT 58600
DICK & SONS FARMS LTD. 107200	M. FRANK & P. GORCHINSKI 115100	ESTATE OF STEVE POBRAN 104600	PRAIRIE PLAIN HOLDINGS LTD. X 113200 X	MR & MRS RONALD ADAMS 100900	MR & MRS RONALD ADAMS 108600	HAROLD BROOKS 87200	HAROLD BROOKS 89000	HAROLD BROOKS 36400	HAROLD BROOKS 42900	HAROLD BROOKS 36400	HAROLD BROOKS 33100	HAROLD BROOKS 34700	HAROLD BROOKS 35600
GARNET & DOROTHY FORREITER 102300	PRAIRIE PLAIN HOLDINGS LTD. X 110000 X	PRAIRIE PLAIN HOLDINGS LTD. X 103200 X	PRAIRIE PLAIN HOLDINGS LTD. X 91700 X	MONTE FRANK GORCHINSKI & PAULINE GORCHINSKI 92400	ANTHONY & ANGELA SHENHER 112200	HAROLD BROOKS 68500	HAROLD BROOKS 90800	HAROLD BROOKS 75000	HAROLD BROOKS 33100	HAROLD BROOKS 33100	HAROLD BROOKS 31900	HAROLD BROOKS 33200	HAROLD BROOKS 33200
ESTATE OF LOIUS ASSIE 86000	ESTATE OF LOIUS ASSIE 46700	ESTATE OF LOIUS ASSIE 76000	CARGILL LTD. 104300	CARGILL LTD. 50800	SUPREME INDUSTRIAL GP CORP. & NORTHWEST HOLDINGS LTD. 87300	ANTHONY & ANGELA SHENHER 26100	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 26100	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200
ESTATE OF LOIUS ASSIE 39800	ESTATE OF LOIUS ASSIE 46700	ESTATE OF LOIUS ASSIE 76000	CARGILL LTD. 104300	CARGILL LTD. 50800	SUPREME INDUSTRIAL GP CORP. & NORTHWEST HOLDINGS LTD. 87300	ANTHONY & ANGELA SHENHER 26100	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 26100	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200	ANTHONY & ANGELA SHENHER 23200
BETTY REYNOLDS 56700	PAULINE WALLACE 33800	RUDOLF DANIELS 41800	JOHN & DONNA DANIELS 46600	MAXINE, BLAIR & MILES BENTLEY 35800	NORTH WIND ESTATES LTD. 56100	WILLIAM EPP & MOLLY EPP 30100	DENISE & ROBERT PEDERSON 62400	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800
DAVID & CAROL HUBER 60700	D. & C. HUBER 23200	MAXINE, BLAIR & MILES BENTLEY 56000	MAXINE, BLAIR & MILES BENTLEY 56600	MAXINE, BLAIR & MILES BENTLEY 56600	MAXINE, BLAIR & MILES BENTLEY 56600	WILLIAM EPP & MOLLY EPP 30100	DENISE & ROBERT PEDERSON 62400	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800
CURT CHUDYK 60700	PAM & GARTH BRUCE 58500	MILES & BLAIR BENTLEY 48300	MILES & BLAIR BENTLEY 58000	MILES & BLAIR BENTLEY 58000	MILES & BLAIR BENTLEY 58000	WILLIAM EPP & MOLLY EPP 30100	DENISE & ROBERT PEDERSON 62400	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800
J. & D. NEMETCHEK 37100	RUTH WOLFE 58000	RUDOLF DANIELS 60500	RUDOLF DANIELS 76300	RUDOLF DANIELS 76300	RUDOLF DANIELS 76300	WILLIAM EPP & MOLLY EPP 30100	DENISE & ROBERT PEDERSON 62400	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800
JAMES APPELT 62900	ROBERT TAMKE 71000	RUDOLF DANIELS 90500	RUDOLF DANIELS 65100	RUDOLF DANIELS 65100	RUDOLF DANIELS 65100	WILLIAM EPP & MOLLY EPP 30100	DENISE & ROBERT PEDERSON 62400	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800	EDWARD & CAROL ASSIE 96800

CLAVET

Rg-3-w<sup>3</sup>m.

**SUBJECT PROPERTY**



Gravel Road along north side of NE-32-35-W3



Provincial Highway 316

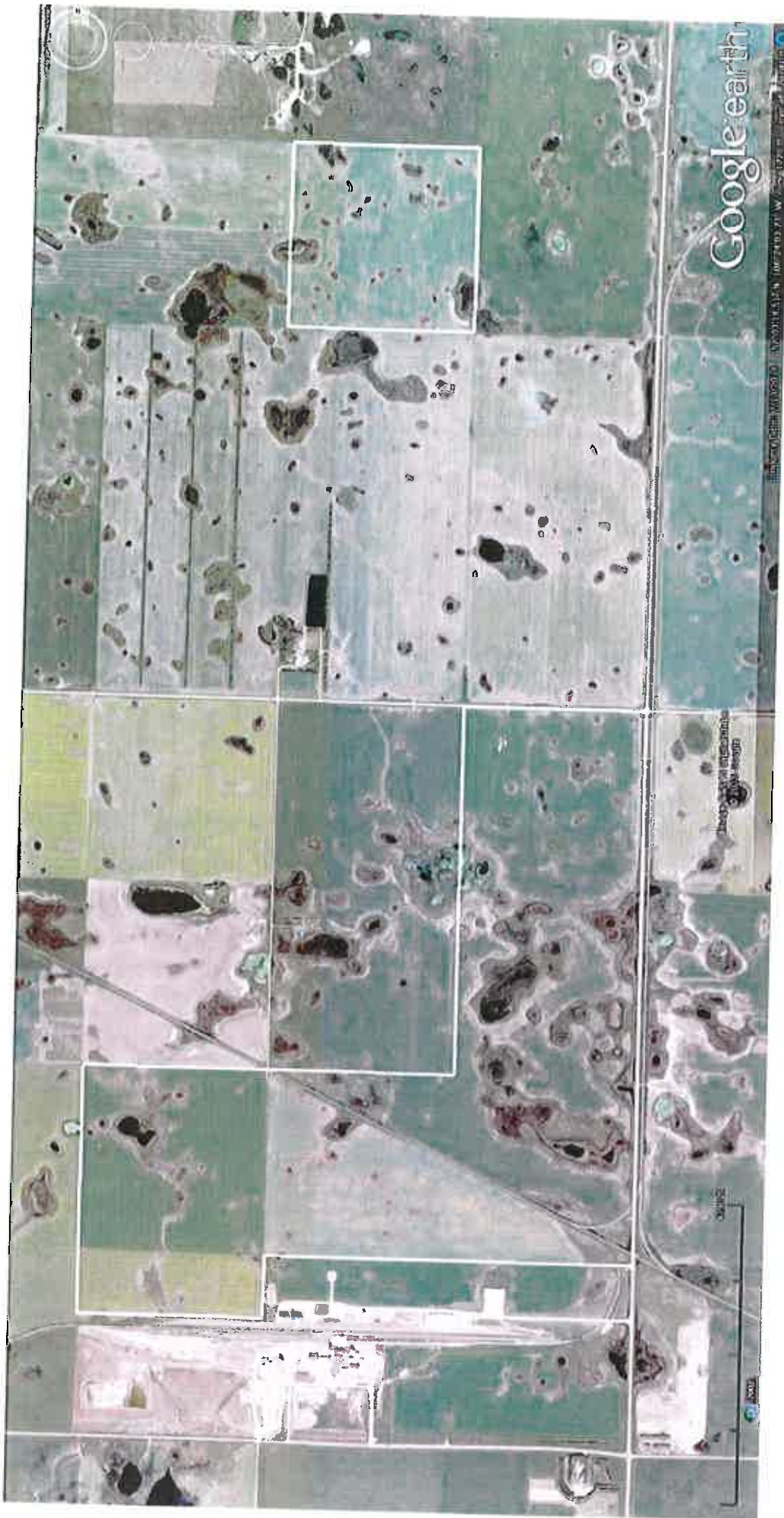
**SUBJECT PROPERTY**



SW-08-36-3-W3



SE-30-35-3-W3



North

(A)

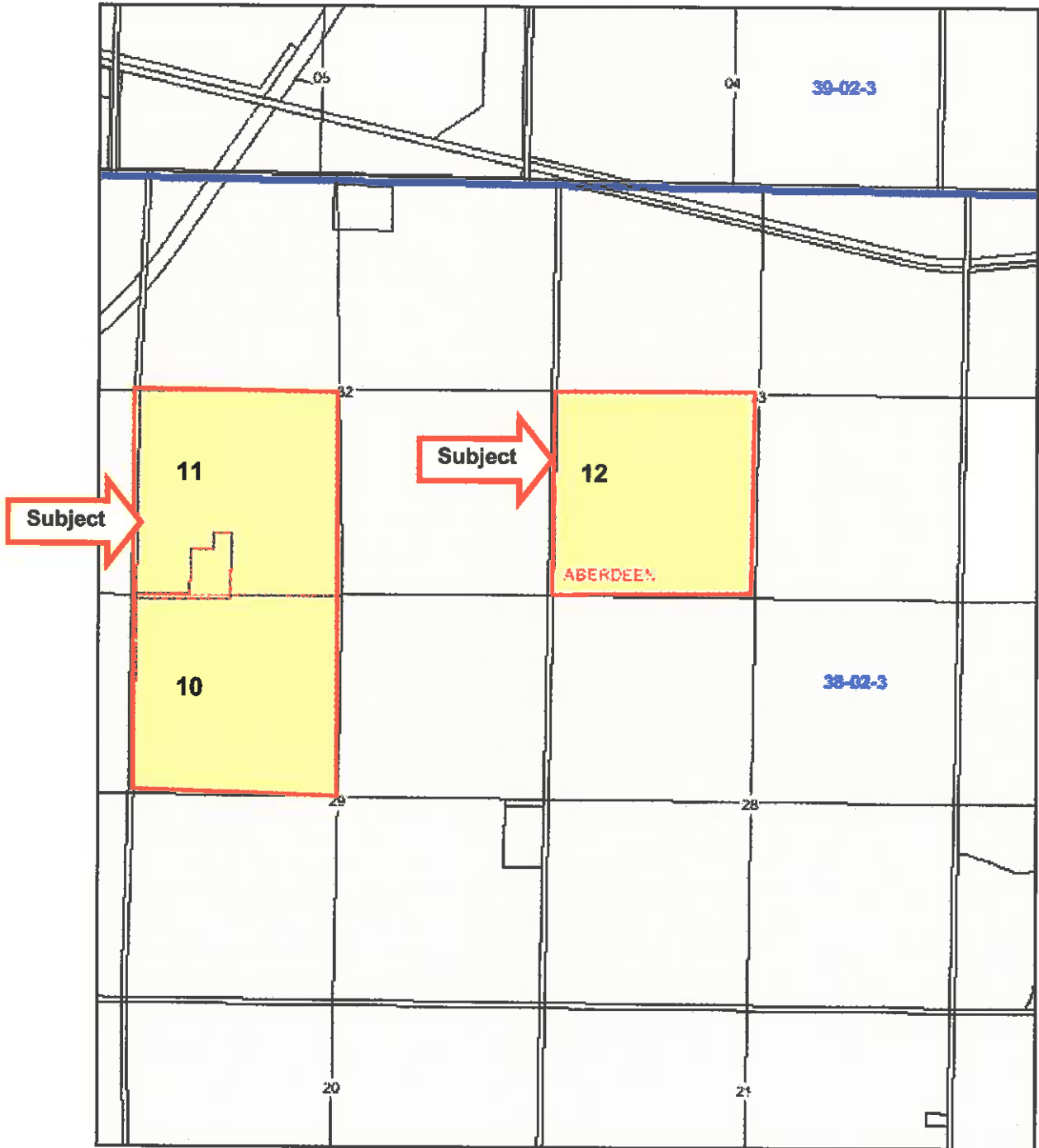
INA HLA 102300	REAL HAMOLINE 105500	PAUL & CARL MARTENS 121800	ROBERT CANNON 109900	ROBERT CANNON 125200	ROBERT CANNON 128200	10112536 SASK. LTD. 82500	WILLIAM & SHARON NEWTON 86800	HAMOLINE NORTHSIDE FARMS 89000	VALERIE & MURRAY MARTENS 82400	27500 JOHN PROSAK 56400	JIANGDONG & GE DONGMEI FANG 76200	ANTON KURMEY 81500		
DANIEL & DARLENE MARTENS 104300	WILLIAM MARTENS 120400	ROBERT CANNON 123500	ROBERT CANNON 92500	ROBERT CANNON 125800	ROBERT CANNON 124800	10112536 SASK. LTD. 67200	PARADISE HILL ENT. LTD. 101300	HAMOLINE NORTHSIDE FARMS 87700	PAUL & CONNIE NEWTON 68200/44800	EUGENE KURMEY 52700	ASSINIBOIA FARMLAND GP CORP. 76300	ASSINIBOIA FARMLAND GP CORP. 76300		
JOSEPH & DEAN WOUFF 105000	JOSEPH & DEAN WOUFF 121700	101125756 SASK. LTD. 146400	ROBERT CANNON 65700	ROBERT CANNON 113500	ROBERT CANNON 70500	PARADISE HILL ENT. LTD. 108200	JACOB & LORRAINE NEUFELD 86900	RAMINDER SINGH BAINS 78100	DARRYL & LESLEY KRAHN 83300	OREST & PATRICIA SOPATYK 74800	ASSINIBOIA FARMLAND GP CORP. 77200	JAMES BIDULKA 84200		
DEAN, JOSEPH & MARJORIE WOUFF 79300	ABERDEEN		ARNOLD & SANDRA SCHNEIDER 113700	JAMES & SHIRLEY HUFFMAN 140700	JAMES & SHIRLEY HUFFMAN 50200	HCI VENTURES LTD. 121000	GEORGE SAWATSKY 104200	PRAIRIE HOPE ACRES INC. 45800	GEORGE SAWATSKY 91100	GEORGE SAWATSKY 85600	ZORIA & OREST SIRIMAN 86900	ELSI ANN UDCHIC 36300	MELVIN KURMEY 72100	
KIM & CAROL HUFFMAN 119400	KIM & CAROL HUFFMAN 120100	ABERDEEN		D & D MANAGEMENT SERVICES 65500	HCI VENTURES LTD. 119000	GEORGE SAWATSKY 110500	GEORGE SAWATSKY 88800	PRAIRIE HOPE ACRES INC. 45800	GEORGE SAWATSKY 70000	8. & J. BURKOWSKI 75400	OREST & PATRICIA SOPATYK 61500	TONY KURMEY 32800	TERRY & PATRICIA SOPATYK 65100	
ROBERT N. LARIONYK 118300	MARDELL FARMS LTD. 123500	MARDELL FARMS LTD. 112200	ABE & OLIE CHUBAK 140200	PARADISE HILL ENT. INC. 111700	TONY SCOTT 81000	DANIEL KLASSEN 105400	GEORGE SAWATSKY 90800	SHAWN LETKEMAN 80800	SHAWN & DEANNA LETKEMAN 99100	DONALD NYKIFORUK & SYBILLE SCHWARZ 66700	ESTHER & REGINALD KRAHN 66700	OREST & PATRICIA SOPATYK 54500	TERRY SOPATYK 79000	
ROBERT CANNON 123000	MARDELL FARMS LTD. 125400	MARDELL FARMS LTD. 127400	AMARJIT & AVTAR SULL 99200	PARADISE HILL ENT. INC. 117600	HCI VENTURES LTD. 125000	HCI VENTURES LTD. 125000	PRAIRIE PLAIN HOLDINGS 110800	ROBERT LETKEMAN 119800	SHAWN MANTYKA 119600	ESTHER & REGINALD KRAHN 97600	DONALD NYKIFORUK & SYBILLE SCHWARZ 24400	ESTHER & REGINALD KRAHN 93800	OREST & PATRICIA SOPATYK 115300	TERRY SOPATYK 89200
KIM & CAROL HUFFMAN 122000	JOSEPH, MARJORIE, DEAN & JONI WOUFF 127800	MARJORIE, DEAN & JONI WOUFF 109900	CAROL & KIM HUFFMAN 142200	K & C HUFFMAN FARMS LTD. 124200	PRAIRIE PLAIN HOLDINGS 101400	HCI VENTURES LTD. 124400	GEORGE SAWATSKY 116400	GEORGE SAWATSKY 118000	SHAWN MANTYKA 123700	SHAWN MANTYKA 32500	ELAINE SHWYTKY 113500	ELAINE SHWYTKY 81800	OREST & PATRICIA SOPATYK 84800	TERRY SOPATYK 52600
HCI VENTURES LTD. 112200	JOSEPH, MARJORIE, DEAN & JONI WOUFF 06100	JOSEPH, MARJORIE, DEAN & JONI WOUFF 229700	K & C HUFFMAN FARMS LTD. 110800	KIM & CAROL HUFFMAN 117000	DAN KLASSEN 114700	DONALD NYKIFORUK & SYBILLE SCHWARZ 111800	KENMAR FARMS LTD. 115600	DONALD NYKIFORUK & SYBILLE SCHWARZ 99900	DONALD NYKIFORUK & SYBILLE SCHWARZ 99900	DONALD NYKIFORUK & SYBILLE SCHWARZ 99900	ELAINE SHWYTKY 94400	DENNIS & ERNIE SHWYTKY 104100	OREST & PATRICIA SOPATYK 40400	TERRY SOPATYK 38800
HCI VENTURES LTD. 121500	HCI VENTURES LTD. 94500	HCI VENTURES LTD. 120900	MARY & SHELTON KRUGER 119400	SHARLA KRUGER 125000	DALE & CINDY WRUCK 101400	HCI VENTURES LTD. 111100	KENMAR FARMS LTD. 101200	PATRICIA JOHNSON 73900	DONALD NYKIFORUK & SYBILLE SCHWARZ 69200	DON & SYBILLE NYKIFORUK 100600	MARK SMITH & JOANNE HARRIS 66500	DENNIS & ERNIE SHWYTKY 75100	ELAINE SHWYTKY & SIMONE BUSSIERE 43600	41100
HCI VENTURES LTD. 100	BARONSON & THINDSA HARPREET SINGH 109200	HCI VENTURES LTD. 124200	CARA WIENS 116800	KENMAR FARMS LTD. 114200	DALE & CINDY WRUCK 98700	JOVICA PROPERTY MANAGEMENT LTD. 87800	DONALD NYKIFORUK & SYBILLE SCHWARZ 32200	POWER CORP 46000	DONALD NYKIFORUK & SYBILLE SCHWARZ 84000	DONALD NYKIFORUK & SYBILLE SCHWARZ 101100	MARK SMITH & JOANNE HARRIS 46900	DENNIS & ERNIE SHWYTKY 26500	ELAINE SHWYTKY 44800	101198739 SASK. LTD. 50500
DEAN WOUFF 93500	KRT VENTURES INC. 123300	HCI VENTURES LTD. 116200	HCI VENTURES LTD. 119400	JOVICA PROPERTY MANAGEMENT LTD. 102300	JOVICA PROPERTY MANAGEMENT LTD. 108000	JOVICA PROPERTY MANAGEMENT LTD. 86100	SASK. POWER CORP. 73700	SASK. POWER CORP. 72400	DONALD NYKIFORUK & SYBILLE SCHWARZ 63400	DONALD NYKIFORUK & SYBILLE SCHWARZ 48600	PROVINCE OF SASK-ATCHEWAN 44800	PROVINCE OF SASK-ATCHEWAN 44800	DENIS GUY 45700	DENIS GUY 46800
ELMA & EDWARD WUTZKE 124900	KRT VENTURES INC. 119200	HCI VENTURES LTD. 103300	GARY & ROBERTA KRUGER 105300	WRIGHT VENTURES LTD. 93600	SANDY PROCYSHYN 110800	JOVICA PROPERTY MANAGEMENT LTD. 95000	TRINITY ALLIANCE CORP. 45200	WRIGHT VENTURES LTD. 55500	PROVINCE OF SASK-ATCHEWAN 40100	R.M. OF ABERDEEN 48500	PROVINCE OF SASK-ATCHEWAN 36700	R.M. OF ABERDEEN 47900	DENIS GUY 43600	DENIS GUY 45300
STONEY ACRES LTD. 71700	HCI VENTURES LTD. 115400	ROLLING PRAIRIE FARM LTD. 218700	DALE & CINDY WRUCK 80500	JUSTIN & JAMIE WRIGHT 98000	JACOB & FAYE KLASSEN 93000	TIGE PROCYSHYN 30600	WAYNE PROCYSHYN 43100	PROVINCE OF SASK-ATCHEWAN 43900	PROVINCE OF SASK-ATCHEWAN 43900	PROVINCE OF SASK-ATCHEWAN 45800	PROVINCE OF SASK-ATCHEWAN 37200	ALEXANDRA GRANSCH 47900	ALEXANDRA GRANSCH 39500	
CINDY & DALE WRUCK 220500	CINDY & DALE WRUCK 13500	GARY & ROBERTA KRUGER 109100	KENMAR FARMS LTD. 114300	ELIZABETH JONES 98800	WRIGHT VENTURES LTD. 62200	WRIGHT VENTURES LTD. 49300	NOLAN & MELANIE MCKERSON 59800	CAREN & STEVEN MELBY 71200	PROVINCE OF SASK-ATCHEWAN 39900	PROVINCE OF SASK-ATCHEWAN 38400	PROVINCE OF SASK-ATCHEWAN 41000	PROVINCE OF SASK-ATCHEWAN 43900	ALEXANDRA GRANSCH 32900	ALEXANDRA GRANSCH 50500
CINDY & DALE WRUCK 102100	KRT VENTURES INC. 111900	DONALD & VIOLET JONES 107100	ROBERT JONES ESTATE 104800	BRIAN & REMEE JONES 86500	ELIZABETH JONES 45800	R.M. OF ABERDEEN 35300	J.A. MAC-PHERSON 47300	J.A. MAC-PHERSON 77000	PROVINCE OF SASK-ATCHEWAN 40400	PROVINCE OF SASK-ATCHEWAN 38200	PROVINCE OF SASK-ATCHEWAN 43100	SASKATOON WILDLIFE FEDERATION 43600	SASKATOON WILDLIFE FEDERATION 53400	ALEXANDRA GRANSCH 58200
CINDY & DALE WRUCK 108800	CINDY & DALE WRUCK 105100	DONALD & VIOLET JONES 66700	DONALD & VIOLET JONES 123300	ELIZABETH JONES 17700	ELIZABETH JONES 30100	PROVINCE OF SASK-ATCHEWAN 34800	J.A. MAC-PHERSON 33400	J.A. MAC-PHERSON 4000	PROVINCE OF SASK-ATCHEWAN 38100	PROVINCE OF SASK-ATCHEWAN 39100	PROVINCE OF SASK-ATCHEWAN 40100	R.M. OF ABERDEEN 41900	MALCOM & MARY JANE ZIMMER 78500	MALCOM & MARY JANE ZIMMER 55600
CINDY & DALE WRUCK 102000	BEA HUFFMAN 110900	BEA HUFFMAN 80900	DONALD JONES 61000	DONALD JONES 17700	PROVINCE OF SASK-ATCHEWAN 47100	R.M. OF ABERDEEN 45100	PROVINCE OF SASK-ATCHEWAN 45100	PROVINCE OF SASK-ATCHEWAN 45100	RENE & DIANE LABRECQUE 57700	RENE & DIANE LABRECQUE 39600	R.D. AGRO SERVICES LTD. 43200	R.D. AGRO SERVICES LTD. 62900	DALE & CINDY, TODD & CONNIE WRUCK 70600	MALCOLM & MARY JANE ZIMMER 171700
DEAN WOUFF 85500	DONNA ZELMER-GAMMEL 110900	101108890 SASK. LTD. 63000	BEA HUFFMAN 62900	PROVINCE OF SASK-ATCHEWAN 17400	R.M. OF ABERDEEN 43200	PROVINCE OF SASK-ATCHEWAN 44100	PROVINCE OF SASK-ATCHEWAN 46100	PROVINCE OF SASK-ATCHEWAN 47100	KEVIN & LAURA LASKOWSKI 46200	TERRY WRUCK 62600	R.D. AGRO SERVICES LTD. 55200	R.D. AGRO SERVICES LTD. 57800	DALE & CINDY, TODD & CONNIE WRUCK 61200	55400
DEAN WOUFF 75800	ANGELA KOSTYK 89300	101108890 SASK. LTD. 71900	BEA HUFFMAN 43500	HUGH & SARAH NEUFELD 41500	PROVINCE OF SASK-ATCHEWAN 45700	PROVINCE OF SASK-ATCHEWAN 46100	PROVINCE OF SASK-ATCHEWAN 43200	PROVINCE OF SASK-ATCHEWAN 43600	KEVIN & LAURA LASKOWSKI 49300	R.D. AGRO SERVICES 50000	R.D. AGRO SERVICES LTD. 47000	R.D. AGRO SERVICES LTD. 62400	SHAWN RITCHIE 74000	74500
HARRY, TIMOTHY & MICHAEL FLEURY 83200	HARRY & MICHAEL FLEURY 89200	101108890 SASK. LTD. 60000	BEA HUFFMAN 43500	FLYING M FARMS 44300	PROVINCE OF SASK-ATCHEWAN 46100	PROVINCE OF SASK-ATCHEWAN 46100	PROVINCE OF SASK-ATCHEWAN 45100	R.M. OF ABERDEEN 44700	KEVIN & LAURA LASKOWSKI 49300	R.D. AGRO SERVICES 50000	R.D. AGRO SERVICES LTD. 53800	R.D. AGRO SERVICES LTD. 67500	LINDA TWAMLEY 71000	HARDROCK FARMS LTD. 75400

Twp - 39. (B)  
Rm # 373  
ABERDEEN (B)

TWP. 38

Rg-2-43m

**PLOT PLAN - ABERDEEN**



**PLOT PLAN - ABERDEEN**

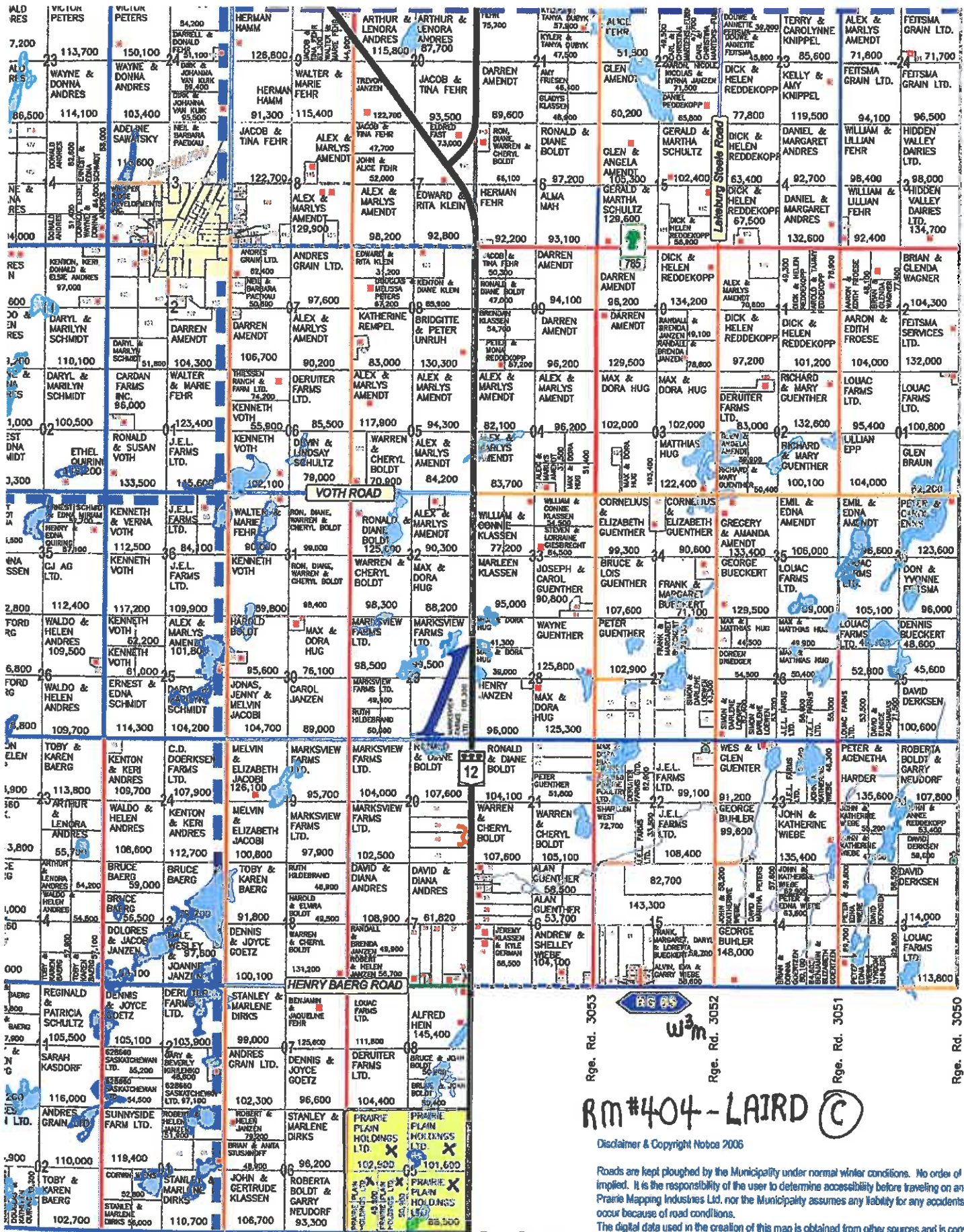




(B)

North





Twp 41

Twp.

Twp.

Twp.

Twp 40

Twp. 1

RM #404 - LAIRD ©

Disclaimer & Copyright Nobis 2006

Roads are kept ploughed by the Municipality under normal winter conditions. No order of ploughing is implied. It is the responsibility of the user to determine accessibility before travelling on any road. No Prairie Mapping Industries Ltd. nor the Municipality assumes any liability for any accidents which may occur because of road conditions.

The digital data used in the creation of this map is obtained from other sources and is copyright material. The production of this map remains the property of Prairie Mapping Industries Ltd. and as such can not be reproduced in any format, including digitally, without written permission from Prairie Mapping Industries Ltd. Unauthorized reproduction in whole or in part by any means is strictly prohibited.

The information shown on this map is obtained from outside sources and Prairie Mapping Industries Ltd cannot be responsible for any errors and/or omissions which may be present on this map. The Saskatchewan Provincial Standard base map data has been used in the creation of this map. Saskatchewan data is the copyright of the Saskatchewan Information Services Corporation and is provided under license for the production of this map.

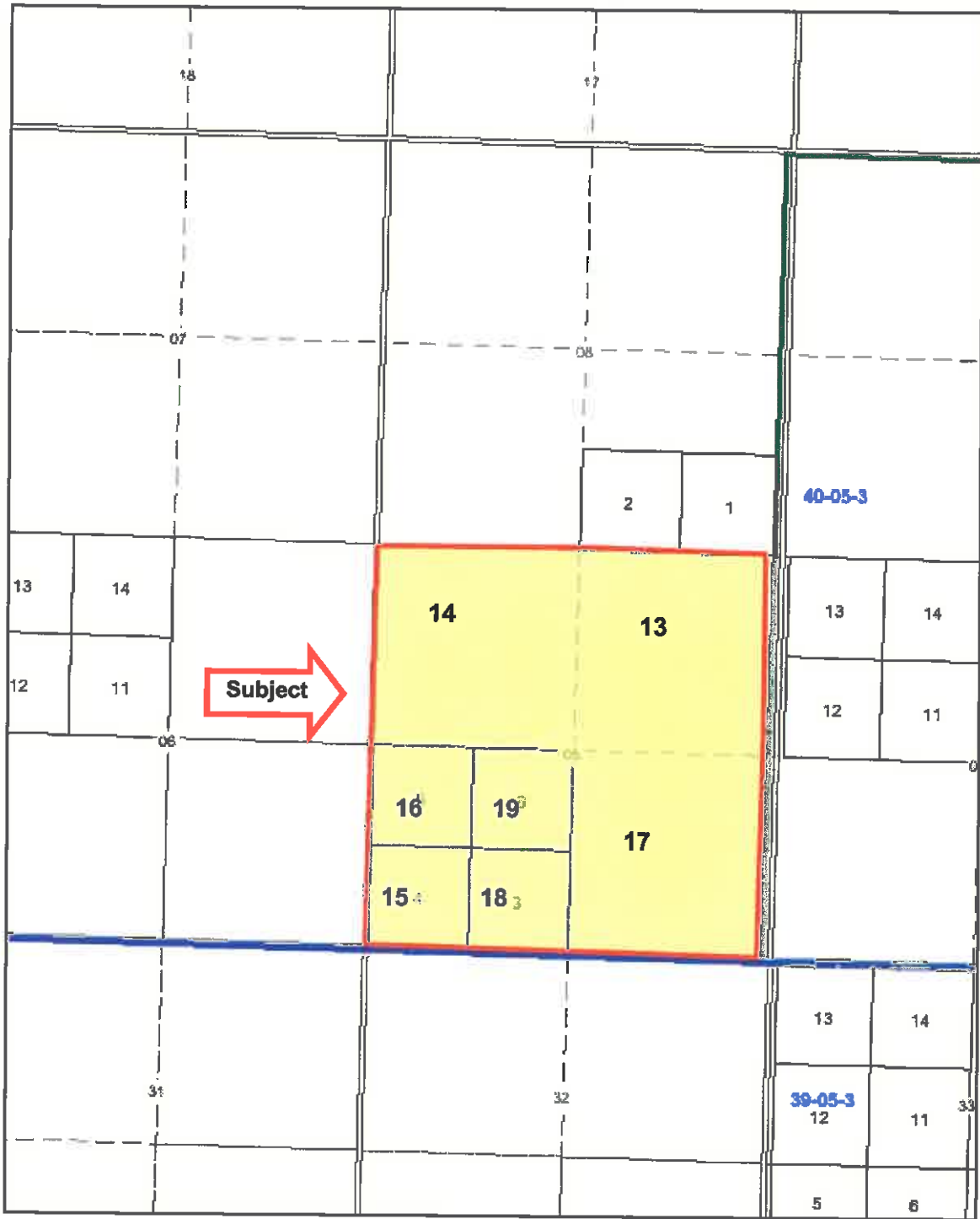
**PLOT PLAN - LAIRD**



*Registered Owner*

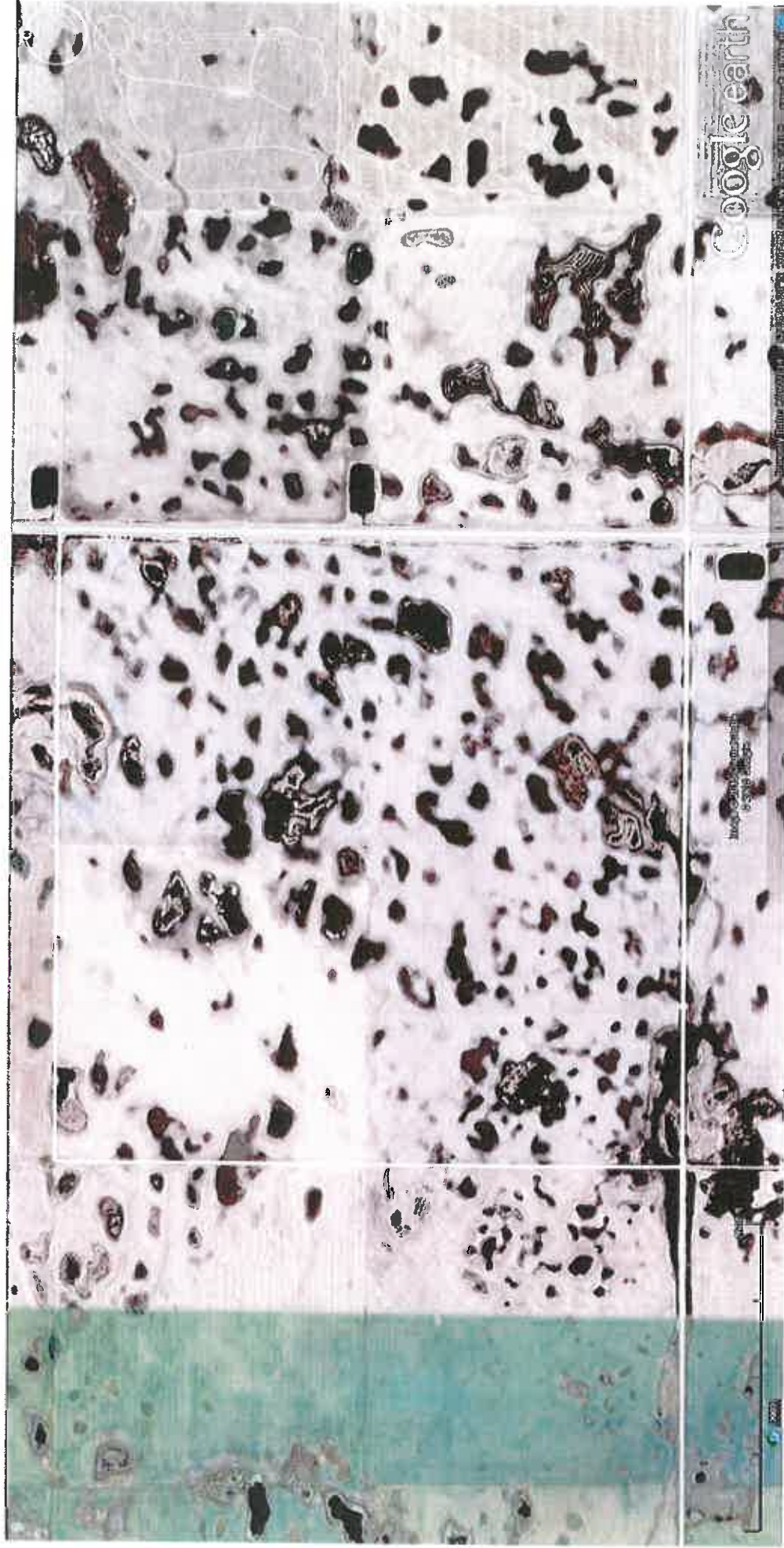
Prairie Plain Holdings Ltd.  
PO Box 70  
Mt. Lehman Station

**PLOT PLAN - LAIRD**



(c)

North



**SUBJECT PROPERTY**



SW-33-38-02-W3



View of Laird properties - from Google street view

## **APPENDIX E**

### **FORM OF OFFER – SHARE PURCHASE AGREEMENT**

## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated effective the \_\_\_\_ day of \_\_\_\_\_, 2015.

**AMONG:** THE BOWRA GROUP INC. in its capacity as receiver of CANADIAN INTEGRATED AGRICULTURE INC. and not in its personal capacity, having an office at Suite 431, 505 Burrard Street, Vancouver, BC V7X 1M3

(the "Receiver")

**AND:** ●, a company existing under the laws of ● and having an office at ●

(the "Purchaser")

### WHEREAS:

- A. Canadian Integrated Agriculture Inc. ("CIA"), is a company incorporated under the laws of British Columbia;
- B. Prairie Plain Holdings Ltd. ("Prairie Plain") is a company incorporated under the laws of Saskatchewan;
- C. The Bowra Group Inc. was appointed receiver of all of the assets, undertakings and properties of CIA by order of the Honourable Mr. Justice McEwan on May 4, 2015 (the "Order") in Supreme Court of British Columbia Vancouver Registry No. S151721;
- D. CIA is the legal and beneficial holder of all of the issued and outstanding shares in the capital of Prairie Plain (the "Shares");
- E. After a marketing process initiated and conducted by the Receiver for the sale of the Shares, the Purchaser has been selected as the preferred bidder and accordingly, the Purchaser has agreed to purchase, and Receiver has agreed to sell to the Purchaser the Shares on the terms, at the time, and subject to the conditions set forth herein; and
- F. As a result, upon completion of such purchase and sale, the Purchaser will become the direct holder of all of the Shares.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

### PART 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement the following words and phrases have the following meanings:

- (a) "Acquisition" means the acquisition by the Purchaser from the Receiver of the Shares;



- (b) “**Action**” means the proceeding commenced by The International Mutual Fund PCC Limited – Canadian Integrated Agriculture Fund against Canadian Integrated Agriculture Inc. in the Supreme Court of British Columbia Vancouver Registry No. S151721;
- (c) “**Affiliate**” has the meaning ascribed to it under the *Business Corporations Act* (British Columbia);
- (d) “**Agreement**” means this Share Purchase Agreement, and all of the schedules and other documents attached hereto, as it may from time to time be supplemented or amended;
- (e) “**Applicable Laws**” means, with respect to any Person, any domestic (whether federal, state, territorial, provincial, municipal or local) or foreign statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement, all as in effect as of the Closing, of any Governmental Authority applicable to such Person or any of its Affiliates or any of their respective properties, assets, officers, directors, employees, consultants or agents (in connection with such officer's, director's, employee's, consultant's or agent's activities on behalf of such Person or any of its Affiliates);
- (f) “**Business Day**” means any day, other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (g) “**CIA**” means Canadian Integrated Agriculture Inc., a company incorporated under the laws of the Province of British Columbia having a registered office at 33695 South Fraser Way, Abbotsford, British Columbia, V2S 2C1;
- (h) “**claim**” means any claim, demand, action, cause of action, damage, loss, cost, liability or expense, including, without limitation, reasonable professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;
- (i) “**Closing**” means the closing of the Acquisition contemplated herein;
- (j) “**Closing Cash Consideration**” means the aggregate \$● cash payment to be paid by the Purchaser on Closing in accordance with Section 2.3 and is the difference between the Purchase Price and the Deposit;
- (k) “**Closing Date**” means the date of the Closing as determined in accordance with Section 10.1 hereof;
- (l) “**Court**” means the Supreme Court of British Columbia;
- (m) “**Deposit**” means ten percent of the Purchase Price to be paid by the Purchaser before or upon execution of this Agreement in accordance with Section 2.2;
- (n) “**Encumbrance**” means any mortgage, charge, pledge, hypothecation, security interest, lien, easement, right-of-way, encroachment, covenant, condition, right of re-entry, lease, license, assignment, option, claim, encumbrance, set-off, escrow, hold period, voting agreement, voting trust or other limitation, restriction or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law;

- (o) "**Environmental Laws**" means all Applicable Laws relating to:
  - (i) noise;
  - (ii) pollution or protection of the air, surface water, ground water or land;
  - (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal or transportation;
  - (iv) exposure to Hazardous Substances; or
  - (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines or workings and the reclamation or restoration of lands.
  
- (p) "**Environmental Permits**" means, collectively, all permits, certificates, variances, remedial orders, approvals, consents, authorizations, registrations, directions, instructions and licenses issued by or provided to, as the case may be, any Governmental Authority pursuant to any Environmental Laws;
  
- (q) "**Governmental Authority**" means any federal, provincial, state, municipal, county or regional governmental or quasi-governmental authority, domestic or foreign, and includes any ministry, department, commission, bureau, board, administrative or other agency, regulatory body or instrumentality thereof, including, without limitation, any securities commission, stock exchange or other securities regulatory authority, whether a self-regulating body or otherwise;
  
- (r) "**Hazardous Substances**" means any pollutant, contaminant, waste of any nature, hazardous substance, hazardous material, hazardous recyclable, toxic substance, dangerous substance or dangerous good as defined, judicially interpreted or identified in any Environmental Laws;
  
- (s) "**IFRS**" means the International Financial Reporting Standards as adopted by the International Accounting Standards Board;
  
- (t) "**misrepresentation**" means (i) an untrue statement of a material fact or (ii) an omission to state a material fact that is required to be stated, or necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made;
  
- (u) "**Person**" means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative, and any Governmental Authority;
  
- (v) "**Prairie Plain**" means Prairie Plain Holdings, a company incorporated under the laws of the Province of Saskatchewan having a registered office at 800 – 1801 Hamilton Street, Regina, Saskatchewan, S4P 4B4;
  
- (w) "**Proceeding**" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before,

or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel;

- (x) "**Purchase Price**" means \$● and is the sum of the Deposit plus the Closing Cash Consideration;
- (y) "**Purchaser**" means ●, a company existing under the laws of ●;
- (z) "**Receiver**" means The Bowra Group Inc., in its capacity as receiver of the assets, undertakings and properties of CIA and not in its personal capacity;
- (aa) "**Shares**" means all of the issued and outstanding shares in the capital of Prairie Plain;

## 1.2 Interpretation

For the purposes of this Agreement, except as otherwise provided herein:

- (a) the words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph, subparagraph, clause or sub clause of this Agreement so designated;
- (b) a reference to a Part is to a Part of this Agreement, and the symbol section followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or sub clause of this Agreement so designated;
- (c) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa;
- (d) the headings to the Parts and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them, as applicable, in accordance with IFRS;
- (f) the word "**or**" is not exclusive and the word "**including**", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "**without limitation**" or "**but not limited to**" or other words of similar import) but, rather, as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;
- (g) where the phrase "**to the best of the knowledge of**" or phrases of similar import are used in this Agreement, it will be a requirement that the Person in respect of whom the phrase is used will have made such due enquiries as are reasonably necessary to enable such Person to make the statement or disclosure;
- (h) a reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or such regulations; and

- (i) unless otherwise specifically noted, all references to "\$" or sums of money that are referred to in this Agreement are expressed in the lawful money of Canada. If it is necessary to convert money from another currency to lawful money of Canada, such money will be converted using the Bank of Canada noon foreign exchange rate in effect at the date of payment.

## **PART 2 PURCHASE AND SALE**

### **2.1 Purchase and Sale of Shares**

Subject to the terms and conditions contained in this Agreement the Receiver hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Receiver the Shares in consideration of the payment of the Purchase Price and the provision of the release and waiver described in Section 10.2(d).

### **2.2 Deposit**

- (a) On or before execution of this Agreement the Purchaser shall pay the Deposit to the McMillan LLP ("McMillan") in trust as counsel for the Receiver by certified cheque, bank draft or wire transfer.
- (b) McMillan shall hold the Deposit in trust until such time as it may pay out the Deposit in accordance with the following:
  - (i) to the Purchaser upon the Purchaser's written request if this Agreement is terminated in accordance with Section 11.1(a) or by the Purchaser in accordance with Section 11.1(c) provided that the condition that was not satisfied, released or waived on or before the Closing Date which permitted such termination was for the sole benefit of the Purchaser and the failure to satisfy such condition is not the result, directly or indirectly, of a breach of this Agreement by the Purchaser, and such refund shall be in addition to any claim for damages that the Purchaser may have against The Receiver;
  - (ii) to the Receiver upon the Receiver's written request if the Agreement is terminated in accordance with Section 11.1(b) or by the Receiver in accordance with Section 11.1(c) provided that the condition that was not satisfied, released or waived on or before the Closing Date which permitted such termination was for the sole benefit of the Receiver and the failure to satisfy such condition is not the result, directly or indirectly, of a breach of this Agreement by the Receiver, and the acceptance of the Deposit by the Receiver will in no way preclude or prohibit the Receiver from asserting or instituting any claim which the Receiver may have against the Purchaser as a result of the non-completion of the transactions contemplated by this Agreement; or
  - (iii) to the Receiver upon Closing.

### **2.3 Delivery of Shares and Payment of the Closing Cash Consideration**

At Closing:

- (a) The Receiver shall deliver to the Purchaser certificate(s) representing the Shares registered in the name of CIA together with all such instruments of transfer, duly executed, which in the opinion of the Purchaser, acting reasonably, are necessary to effect and evidence the transfer of the Shares to the Purchaser; and
- (b) the Purchaser shall pay the Closing Cash Consideration to the Receiver by certified cheque, bank draft or wire transfer.

**PART 3  
AS IS WHERE IS**

**3.1 Shares are purchased on an “as is, where is” basis**

The Purchaser hereby acknowledges and agrees as follows:

- (a) the Shares are being purchased on an “as is, where is” basis as at the Closing;
- (b) the Purchaser has conducted or will conduct its own searches and investigations relating to the Acquisition;
- (c) the Purchaser has conducted such inquiries into the Shares as it deemed appropriate, satisfied itself with respect to the Shares and all matters connected with or related to the Shares, and has relied entirely upon its own investigations and inspections in entering into this Agreement to acquire the Shares without regard to any information made available or provided by The Receiver or any of its officers, directors, employees or agents; and
- (d) the Purchaser will accept the Shares at Closing and except as expressly set forth in this Agreement, the Receiver makes no representations, warranties, statements or promises on its own behalf or on behalf of CIA in favour of the Purchaser concerning the Shares or otherwise, including, but not limited to the Receiver’s or CIA’s right, title or interest in or to the Shares, if any, which Shares the Purchaser acknowledges are being acquired on an as is where is basis.

**PART 4  
REPRESENTATIONS AND WARRANTIES OF THE RECEIVER**

**4.1 Representations and Warranties of the Receiver**

The Receiver hereby represents and warrants to the Purchaser that:

- (a) it is the duly appointed receiver of all of the assets, undertakings and properties of CIA with full power and authority to perform its obligations under this Agreement and any instrument referred to or contemplated by this Agreement and to carry out the transactions contemplated herein including the sale of the Shares in accordance with the provisions of the Order; and
- (b) this Agreement has been duly executed and delivered by the Receiver, and constitutes a legal, valid and binding agreement of the Receiver enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Applicable Laws, general equitable principles, and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

#### **4.2 Representations and Warranties in Favour of the Purchaser**

The representations, warranties and covenants contained in this Part are provided for the exclusive benefit of the Purchaser and any misrepresentation or breach thereof may be waived by the Purchaser in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation, warranty or covenant; and the representations, warranties and covenants contained in this Part will not survive the Closing.

### **PART 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

#### **5.1 Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants to the Receiver that:

- (a) it is a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation, with full corporate power, authority and capacity to conduct its business as presently conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under any applicable contracts;
- (b) it has full power and capacity to carry on its business and to enter into this Agreement and any instrument referred to or contemplated by this Agreement and to carry out the transactions contemplated herein;
- (c) it has duly obtained any necessary governmental, corporate and other authorizations for its execution and performance of this Agreement;
- (d) the execution, delivery and performance of this Agreement and the matters contemplated herein have been duly authorized by all necessary corporate action and no other corporate proceedings are necessary to authorize this Agreement and the matters contemplated herein;
- (e) this Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Applicable Laws affecting the enforcement of creditors' rights generally, and general equitable principles, and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; and
- (f) the Purchaser has, or will on or before Closing have made arrangements to have, sufficient funds to pay the Closing Cash Consideration in full on the Closing Date.

#### **5.2 Representations and Warranties in Favour of the Receiver**

The representations and warranties contained in this Part are provided for the exclusive benefit of the Receiver and any misrepresentation or breach of warranty may be waived by the Receiver in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in this Part will not survive the Closing.

**PART 6  
ADDITIONAL COVENANTS OF THE PARTIES**

**6.1 Reasonable Commercial Efforts**

The parties will use their reasonable commercial efforts to cause the conditions contained in this Agreement to be satisfied.

**PART 7  
MUTUAL CONDITIONS PRECEDENT**

**7.1 Court approval**

This Agreement and the obligations of all parties hereunder are subject to and conditional upon the Receiver obtaining the approval of the Court in the Action of the Acquisition as contemplated in this Agreement.

**7.2 Waiver/Survival**

The conditions set forth in this Part 7 are for the mutual benefit of the parties to this Agreement and may be waived by mutual consent of the parties hereto in writing in whole or in part on or before the Closing Date.

**7.3 Deposit Due Notwithstanding**

Notwithstanding anything in this Part the Purchaser shall pay the Deposit to McMillan in accordance with Section 2.2.

**PART 8  
THE RECEIVER'S CONDITIONS PRECEDENT**

**8.1 Conditions Precedent in Favour of the Receiver**

The obligations of the Receiver to consummate the Acquisition shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Purchaser contained in this Agreement being true and correct on and as of the Closing with the same effect as though such representations and warranties had been made as of the Closing (unless otherwise agreed or consented to in writing by the Receiver);
- (b) all of the covenants and obligations of the Purchaser to be performed or observed on or before the Closing pursuant to this Agreement having been duly performed or observed (unless otherwise agreed or consented to in writing by the Receiver);
- (c) this Agreement and all other documents necessary or reasonably required to close the Acquisition, all in form and substance reasonably satisfactory to the Receiver, will have been executed and delivered to the Receiver; and
- (d) the Purchaser shall have delivered the payment of the Purchase Price and other closing documentation as contemplated by Sections 2.2 and 2.3 and Part 10 hereof.

## **8.2 Waiver/Survival**

The conditions set forth in this Part 8 are for the exclusive benefit of the Receiver and may be waived by the Receiver in writing in whole or in part on or before the Closing Date.

## **8.3 Covenant of the Purchaser**

The Purchaser covenants to deliver the Closing Cash Consideration and all of the closing documentation set out in Section 2.3 and Part 10 hereof.

# **PART 9 THE PURCHASER'S CONDITIONS PRECEDENT**

## **9.1 Conditions Precedent in Favour of the Purchaser**

The obligation of the Purchaser to consummate the Acquisition shall be subject to the prior completion of the following conditions:

- (a) any security interest taken by the Receiver in any of the Shares, or in any of the assets of Prairie Plain shall have been discharged;
- (b) the representations and warranties of the Receiver contained in this Agreement being true and correct on and as of the Closing with the same effect as though such representations and warranties had been made as of the Closing (unless otherwise agreed or consented to in writing by the Purchaser);
- (c) all of the covenants and obligations of the Receiver to be performed or observed on or before the Closing pursuant to this Agreement having been duly performed or observed (unless otherwise agreed or consented to in writing by the Purchaser);
- (d) this Agreement and all other documents necessary or reasonably required to close the Acquisition, all in form and substance reasonably satisfactory to the Purchaser, will have been executed and delivered to the Purchaser;
- (e) The Receiver shall have delivered certificates representing the Shares and other closing documentation as contemplated by Section 2.3 and Part 10 hereof;

## **9.2 Waiver/Survival**

The conditions set forth in this Part 9 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part on or before the Closing Date.

## **9.3 Covenants of the Receiver**

The Receiver hereby covenants to deliver all of the closing documentation set out in Section 2.3 and Part 10 hereof.



## **PART 10 CLOSING**

### **10.1 The Closing Date**

The Closing Date will be on the fifth day following the date of the Receiver obtaining court approval of the Acquisition at 10:00 a.m. at the offices of McMillan LLP, Barristers and Solicitors, or such other time, date or place as the parties may agree.

### **10.2 Deliveries by the Purchaser**

On the Closing Date, the Purchaser shall deliver to the Receiver the following:

- (a) a certificate of the Purchaser dated the Closing Date, executed by an authorized officer or director of the Purchaser, certifying that the representations and warranties made by the Purchaser in this Agreement are true and correct as at the Closing and that the covenants and obligations to be observed or performed by the Purchaser on or before the Closing pursuant to the terms of this Agreement have been duly observed and performed (unless otherwise agreed or consented to in writing by the Receiver);
- (b) the Closing Cash Consideration payable in accordance with Section 2.3;
- (c) shareholders resolutions and directors resolutions of Prairie Plain to take effect immediately upon Closing, appointing the directors and officers of Plain effective upon Closing.
- (d) a release and waiver in a form satisfactory to the Receiver, acting reasonably, to take effect immediately upon Closing executed on behalf of Prairie Plain by any one director or officer of Prairie Plain appointed under Section (10.2(c)) pursuant to which Prairie Plain releases and waives any and all claims that Prairie Plain may have against CIA or the Receiver; and
- (e) such other documentation requested by the Receiver acting reasonably.

### **10.3 Deliveries by the Receiver**

On the Closing Date, the Receiver shall deliver to the Purchaser:

- (a) a certificate of the Receiver dated the Closing Date, executed by an authorized officer or director of the Receiver certifying that the representations and warranties made by the Receiver in this Agreement are true and correct as at the Closing and that the covenants and obligations to be observed or performed by the Receiver on or before the Closing pursuant to the terms of this Agreement have been duly observed and performed (unless otherwise agreed or consented to in writing by the Purchaser);
- (b) certificate(s) representing the Shares registered in the name of CIA together with all such instruments of transfer, duly executed, which in the opinion of the Purchaser, acting reasonably, are necessary to effect and evidence the transfer of the Shares to the Purchaser; and
- (c) such other documentation requested by the Purchaser, acting reasonably.

#### **10.4 Post Closing Deliveries by The Receiver**

Promptly after Closing, the Receiver shall cause the corporate minute books and all other books and records of Prairie Plain in the Receiver's possession or control to be delivered to the Purchaser.

### **PART 11 TERMINATION**

#### **11.1 Termination**

This Agreement may be terminated by mutual written agreement of the parties. Unless otherwise agreed in writing by the parties, this Agreement shall terminate without further notice or agreement:

- (a) by the Purchaser, if there has been a material breach or non-performance by the Receiver prior to Closing of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Receiver where such breach or non-performance is not cured, to the reasonable satisfaction of the Purchaser, within seven (7) days after notice of such breach is given by the Purchaser (except that no cure period will be provided for a breach by the Receiver that, by its nature, cannot be cured);
- (b) by the Receiver, if there has been a material breach or non-performance by the Purchaser prior to Closing of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of the Purchaser where such breach or non-performance is not cured, to the reasonable satisfaction of the Receiver within seven (7) days after notice of such breach is given by the Receiver (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured); or
- (c) by any of the Purchaser or the Receiver if any conditions precedent for the terminating party's benefit set out herein are not satisfied, released or waived on or before the Closing Date or such earlier date as is indicated in this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating party.

#### **11.2 Effect of Termination**

In the event of the termination of this Agreement as provided in Section 11.1, this Agreement will be of no further force or effect and there shall be no obligation on the part of the parties to this Agreement, except with respect to Part 12 and Part 14 which will survive such termination, provided, however, that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

#### **11.3 Waivers and Extensions**

At any time prior to the Closing, each of the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of another party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party to be bound thereby.

## PART 12 CONFIDENTIALITY

### 12.1 Confidentiality

The parties hereto agree that this Agreement, instruments referred to or contemplated by this Agreement, the Acquisition, and certain information with respect to Prairie Plain will be publicly disclosed by the Receiver from time to time in accordance with and pursuant to their duties and obligations as receiver of CIA and in particular such information will be disclosed in court documents and in open court by the Receiver for the purpose of obtaining court approval of the Acquisition.

Subject to the preceding paragraph the parties hereto agree that this Agreement, any instruments referred to or contemplated by this Agreement, the Acquisition, any information with respect to CIA or Prairie Plain, any information exchanged between the parties under this Agreement, and all information concerning or relating to the Acquisition of which a party becomes aware (collectively, the “**Confidential Information**”) is confidential, and must be kept confidential and must not be disclosed to any Person at any time or in any manner except:

- (a) to any party hereto;
- (b) with the prior written consent of the other party hereto, such consent not to be unreasonably withheld;
- (c) by a party to legal, financial and other professional advisors, auditors and other consultants, officers and employees of a party;
- (d) to the extent that the Confidential Information was publicly available as of the date of this Agreement or becomes publicly available subsequent to the date of this Agreement without breach of this Agreement;
- (e) to the extent required by law or by a lawful requirement of any Governmental Authority or stock exchange having jurisdiction over a party hereto; and
- (f) the use of such information is necessary or appropriate pursuant to Applicable Laws or in making any filing or obtaining any consent or approval required for the consummation of the Acquisition.

**PART 13  
NOTICES**

**13.1 Addresses for Service**

The address for service of each of the parties will be as follows:

- (a) to the Receiver:

The Bowra Group Inc.  
in its capacity as Receiver of Canadian Integrated Agriculture Inc.  
Suite 431, 505 Burrard Street  
Vancouver, BC V7X 1M3  
Attention: Martin Hyatt  
Telephone: (604) 689-8939  
Facsimile: (604) 689-8584  
Email: mhyatt@bowragroup.com

with a copy to the Receiver's counsel (which will not constitute notice hereunder):

McMillan LLP  
Barristers and Solicitors  
Royal Centre, 1055 West Georgia Street  
Vancouver, BC V6E 4N7  
Attention: Peter J. Reardon  
Telephone: (604) 691-7460  
Facsimile: (604) 685-7084  
Email: peter.reardon@mcmillan.ca

- (b) to the Purchaser:

●  
●  
●  
Attention: ●  
Telephone: ●  
Facsimile: ●  
Email: ●

with a copy to the Purchaser's counsel (which will not constitute notice hereunder):

● LLP  
●  
●  
Attention: ●  
Telephone: ●  
Facsimile: ●  
Email: ●

Any party may at any time and from time to time notify the other parties in writing of a change of address and the new address to which notice will be given to it thereafter until further change.

### **13.2 Delivery of Notice**

Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a Business Day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be. Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

## **PART 14 MISCELLANEOUS**

### **14.1 Expenses**

All costs and expenses incurred in connection with the preparation of this Agreement and the Acquisition will be paid by the party incurring such expenses.

### **14.2 Assignment**

No parties to this Agreement may assign any of their respective rights under this Agreement without the prior consent of each of the other parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns, as applicable.

### **14.3 Governing Law; Venue**

This Agreement, the legal relations between the parties and the adjudication and the enforcement thereof, shall be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia without regard to applicable choice of law provisions thereof. The parties hereto agree that any Proceeding arising out of or relating to this Agreement or the Acquisition will be brought in a suitable court located in the Province of British Columbia and each party hereto irrevocably submits to the exclusive jurisdiction of those courts.

### **14.4 Severability**

If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

#### **14.5 Entire Agreement**

This Agreement and the schedules attached hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto, including, without limitation, any indicative term sheet, other than any existing confidentiality agreements between the Parties which shall remain in full force and effect. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.

#### **14.6 Further Assurances**

Each party, upon the request of any other party to this Agreement, whether before or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, consents, permissions, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the Acquisition.

#### **14.7 Enurement**

This Agreement and each of the terms and provisions hereof will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

#### **14.8 Time**

Time is of the essence of this Agreement.

#### **14.9 Waiver**

No failure on the part of any party to this Agreement to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party hereto in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party to this Agreement shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

#### **14.10 Force Majeure**

The obligations of the parties hereto and the time frames established in this Agreement shall be suspended to the extent and for the period that performance is prevented by any cause beyond either party's reasonable control, whether foreseeable or unforeseeable, including, without limitation, labour disputes, acts of God, laws, regulations, orders, proclamations or requests of any Governmental Authority, inability to obtain on reasonable terms required permits, licenses, or other authorizations, or any other matter similar to the above.

#### **14.11 Amendment**

This Agreement may not be amended except by an instrument in writing signed by each of the parties.

**14.12 Counterpart and Electronic Execution**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Counterparts may be delivered either in original or faxed or other electronic form and the parties adopt any signature received by a receiving machine as original signatures of the parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first set forth above.

**THE BOWRA GROUP INC. in its capacity as receiver of CANADIAN INTEGRATED AGRICULTURE INC. and not in its personal capacity**

Per: \_\_\_\_\_  
Name: ●  
Title: ●

**PURCHASER**

Per: \_\_\_\_\_  
Name: ●  
Title: ●