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08-22-2006



103294423

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TRADEMARKS ONLY

OUR FILE NO. 20051372

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:
Unifeed Limited
Hart Feeds Limited

Individual(s) _____ Association _____
General Partnership _____ Limited Partnership _____
Corporation-State of _____ of Canada _____
Other _____

2. Name and Address of Party(ies) receiving an interest:
Name: United Grain Growers Limited
Street Address: 201 Portage Avenue, Box 6600
City: Winnipeg, Manitoba
Country: Canada Zip: R3C 3A7

Individual(s) citizenship _____
Association _____
General Partnership _____
 Limited Partnership of Canada _____
Corporation-State of _____
Other _____

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designation must be a separate document from Assignment)

3. Nature of Conveyance:
Assignment _____ Merger _____
Security Agreement _____ Change of Name _____
 Other: Arrangement Agreement and Articles of Arrangement _____

Execution Date: September 9, 2005 and November 1, 2005

08/21/2006 DBYRNE 00000167 2273822

01 FC:8521

(40.00 OP)

OFFICE OF PUBLIC RECORDS
2006 AUG 18 AM 10 23
FINANCE SECTION

0013461100
08/21/2006 DBYRNE
Name/Number: 2273822 \$40.00 CR
Ref: 08/21/2006 DBYRNE
Name/Number: 2273822
FC: 9204

8-18-06

August 14, 2006

Page 2

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

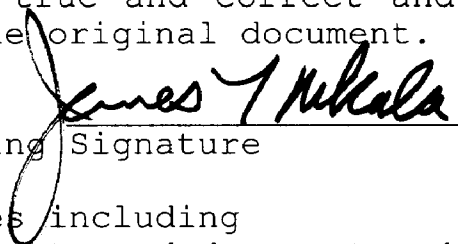
B. Trademark Registration No.(s) 2,273,822
5. Name and address of party of whom correspondence concerning document should be mailed:
Name: James T. Nikolai, Esq.
NIKOLAI & MERSEREAU, P.A.
Street Address: 900 Second Avenue South, #820
City: Minneapolis State: MN Zip: 55402-3325
6. Number of applications and registrations involved: One
7. Total Fee (37 CFR 3.41): \$80.00
 x A check is enclosed.
8. The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 2.6 which may be required by this paper to Deposit Account No. 08-1265.

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James T. Nikolai

Name of Person Signing Signature



Date: August 14, 2006

Total number of pages including cover sheet, attachments and document: 42

BETWEEN:

UNIFEED LIMITED
a corporation existing under the
The Corporations Act (Manitoba)
(hereinafter called "Unifeed")

OF THE FIRST PART

- and -

HART FEEDS LIMITED
a corporation existing under the
The Corporations Act (Manitoba)
(hereinafter called "Hart")

OF THE SECOND PART

- and -

UNITED GRAIN GROWERS LIMITED
a corporation existing under the
United Grain Growers Act (Canada)
(hereinafter called "AU")

OF THE THIRD PART

WHEREAS AU is a corporation existing under the *United Grain Growers Act* (Canada);

AND WHEREAS Unifeed, a corporation existing under *The Corporations Act* (Manitoba) (the "MCA"), is a wholly owned subsidiary of AU;

AND WHEREAS Hart, a corporation existing under the MCA, is a wholly owned subsidiary of Unifeed;

AND WHEREAS the respective boards of directors of AU, Unifeed and Hart wish to merge the businesses of Hart and Unifeed into AU;

AND WHEREAS in order to accomplish this merger the Parties propose that Unifeed will amalgamate with Hart and, on the same day, the corporation continuing as a result of the amalgamation will distribute its property and business as a going concern to AU and be dissolved so that, subsequent to such dissolution, the businesses and properties of Unifeed and Hart will be merged with the business and

properties of AU which will hold the combined properties and carry on the combined businesses;

AND WHEREAS it is proposed that this merger be effected pursuant to an application made by Unifeed and Hart to complete a statutory plan of arrangement under Section 185 of the MCA upon and subject to the terms and conditions set forth in this Agreement;

AND WHEREAS the respective boards of directors of Unifeed, Hart and AU have approved the entering into of this Agreement and completion of the Arrangement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party to the other, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement (including the preamble but excluding the Schedules hereto) the following terms have the following meanings respectively:

- (a) "Agreement" means this Arrangement Agreement dated as of the 9th day of September, 2005 made between Unifeed, Hart and AU;
- (b) "Arrangement" means the proposed arrangement involving Unifeed, Hart and AU under the provisions of section 185 of the MCA on and subject to the terms and conditions set forth in the Plan of Arrangement and any amendment thereto made in accordance with Article 3 of the Plan of Arrangement;
- (c) "AU" means United Grain Growers Limited, a corporation existing under the *United Grain Growers Act (Canada)*, one of the Parties to this Agreement;
- (d) "Court" means the Manitoba Court of Queen's Bench, unless otherwise agreed to by Unifeed, Hart and AU;
- (e) "Effective Date" means the effective date of the Arrangement, being the date shown on the certificate of arrangement issued by the MCA Director with respect to the Arrangement;

- (f) "Final Order" means the order of the Court which approves the Arrangement;
- (g) "Hart" means Hart Feeds Limited, a corporation existing under the MCA, one of the Parties to this Agreement;
- (h) "Interim Order" means the interim order of the Court providing for, among other things, the requirements for approval of the Arrangement by Unifeed, Hart and AU;
- (i) "MCA" means *The Corporations Act (Manitoba)*;
- (j) "MCA Director" means the Director appointed under section 253 of the MCA;
- (k) "Parties" means Unifeed, Hart and AU and "Party" means one of them;
- (l) "Plan of Arrangement" means the plan of arrangement attached as Schedule A to this Agreement, as the same may be amended from time to time in accordance with the terms of Article 3 thereof;
- (m) "Unifeed" means Unifeed Limited, a corporation existing under the MCA, one of the Parties to this Agreement;
- (n) "Unifeed Amalco" means Unifeed Amalco Inc., the corporation which continues after the amalgamation of Unifeed and Hart pursuant to subparagraph 2.2(a) of the Plan of Arrangement.

1.2 Construction

In this Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Agreement and not to any particular article, section, subsection, paragraph, subparagraph or Schedule;
- (b) references to an "Article", "section", "subsection", "paragraph", "subparagraph" or "Schedule" are references to an Article, section, subsection, paragraph, subparagraph or Schedule of or to this Agreement;
- (c) words importing the singular shall include the plural and *vice versa*, words importing gender shall include the masculine, feminine and neuter

genders, and references to a "person" or "persons" shall include individuals, corporations, cooperatives, partnerships, associations, bodies politic and other entities, all as may be applicable in the context;

- (d) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (e) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; and
- (f) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time to time, and any statute, code or regulation which supplements or supersedes such statute, code or regulation.

ARTICLE 2 MERGER

2.1 Plan of Arrangement

Unifeed and Hart shall amalgamate and, on the same day as the amalgamation occurs, the corporation continuing as a result of the amalgamation shall be wound up as a going concern into AU and then dissolved, all as provided for in the Plan of Arrangement.

2.2 Interim Order

As soon as reasonably practicable following the date hereof, Unifeed and Hart shall apply to the Court pursuant to Section 185 of the MCA for an Interim Order acceptable to all Parties, acting reasonably, providing, among other things:

- (a) for the method of approval of the Arrangement by Unifeed, Hart and AU; and
- (b) that service of the Notice of Motion for the Interim Order, other than on the MCA Director and AU, is not required; and
- (c) for the service of notice in respect of Unifeed's and Hart's application for the Final Order approving the Arrangement.

2.3 Final Order

Provided the conditions precedent set out in Article 5 have been satisfied, Unifeed and Hart will make application to the court for the Final Order no later than during the last week of October, 2005.

**ARTICLE 3
CONSENT OF AU**

3.1 Consent to Final Order

AU shall file with the Court such consents of AU as the Court may require with respect to the granting of the Final Order.

**ARTICLE 4
ARTICLES OF ARRANGEMENT**

4.1 Filing of Articles

If the Final Order is granted, Unifeed and Hart shall file Articles of Arrangement with the MCA Director on or before October 31, 2005 with an Effective Date of November 1, 2005 to implement the Plan of Arrangement.

**ARTICLE 5
CONDITIONS PRECEDENT**

5.1 Consents and Approvals

Unifeed and Hart shall not apply for the Final Order unless:

- (a) all secured creditors of Unifeed and Hart have consented to the assumption by AU of all obligations of Unifeed and Hart to them respectively and confirmed that they have no objection to the dissolution of the corporation resulting from the amalgamation of Unifeed and Hart;
- (b) Unifeed and Hart have obtained the required consent of each party to a material contract made with Unifeed or Hart, as the case may be, which requires the consent of such party to the assignment of the contract to and the assumption of the contract by AU;
- (c) AU, as the sole shareholder of Unifeed, has passed a Special Resolution approving this Agreement and the Arrangement; and

(d) Unifeed, as the sole shareholder of Hart, has passed a Special Resolution approving this Agreement and the Arrangement.

5.2 The conditions set forth in section 5.1 shall be conclusively deemed to have been satisfied, waived or released upon the granting of the Final Order by the Court.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Termination

This Agreement may be terminated by written agreement of Unifeed, Hart and AU at any time prior to the Effective Date.

6.2 Effect of Termination

If this Agreement is terminated, there shall be no liability or further obligation on the part of any Party or any of their respective shareholders, officers or directors.

ARTICLE 7 POWER OF ATTORNEY

7.1 Appointment

Unifeed and Hart each hereby appoints AU its true and lawful attorney for it, in its name and for its benefit to do on its behalf anything that it can lawfully do by an attorney.

7.2 Purpose

Unifeed and Hart each hereby grant and give AU full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done by them respectively to implement the Arrangement, and also to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in and about the premises as fully and effectually to all intents and purposes as Unifeed or Hart could if present and acting therein and also with full power and authority for AU to appoint a substitute or substitutes.

**ARTICLE 8
GENERAL PROVISIONS**

8.1 Applicable Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Manitoba and the laws of Canada applicable therein (excluding any conflict of laws rule or principle which would refer such construction to the laws of another jurisdiction).

8.2 Assignment

No Party may assign this Agreement or any of its rights hereunder or under the Arrangement without the prior written consent of the other Parties, which consent may be withheld without reason.

8.3 Counterparts

This Agreement may be executed in counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Agreement by facsimile or electronic transmission shall be deemed to be execution of an original counterpart of this Agreement.

8.4 Binding Effect

This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of each of the Parties and their respective successors and permitted assigns.

8.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.6 Further Assurances

Subject to the terms hereof, each of the Parties shall promptly furnish to the other Party such further documents and take or cause to be taken such further actions as may reasonably be required in order to implement the Arrangement. Each

Party shall execute and deliver such instruments and documents as the other Party may reasonably require in order to carry out the intent of this Agreement.

IN WITNESS WHEREOF each of the Parties have caused this Agreement to be executed as of the day and year first above written.

UNIFEED LIMITED
PER: [Signature]
Name: Brian Hayward
Title: President

HART FEEDS LIMITED
PER: [Signature]
Name: Brian Hayward
Title: President

PER: [Signature]
Name: Thomas W. Kirk
Corporate Secretary
Title: _____

PER: [Signature]
Name: Thomas W. Kirk
Corporate Secretary
Title: _____

UNITED GRAIN GROWERS LIMITED
PER: [Signature]
Name: Brian Hayward
Chief Executive Officer
Title: _____

PER: [Signature]
Name: Thomas W. Kirk
Corporate Secretary
Title: _____

SCHEDULE A

To an Arrangement Agreement dated as of September 9, 2005
made among Unifeed Limited, Hart Feeds Limited and United
Grain Growers Limited

PLAN OF ARRANGEMENT UNDER SECTION 185 OF *THE CORPORATIONS ACT (MANITOBA)*

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Amalgamation" means the amalgamation of Unifeed and Hart;
- (b) "Arrangement" means the proposed arrangement involving Unifeed, Hart and AU under the provisions of section 185 of the MCA on and subject to the terms and conditions set forth in the Plan of Arrangement and any amendment thereto made in accordance with Article 3 of the Plan of Arrangement;
- (c) "Articles of Arrangement" means the articles to be filed with the MCA Director to implement the Plan of Arrangement approved by the Court;
- (d) "AU" means United Grain Growers Limited, a corporation existing under the *United Grain Growers Act (Canada)*;
- (e) "Court" means the Manitoba Court of Queen's Bench, unless otherwise agreed to by Unifeed, Hart and AU;
- (f) "Effective Date" means the effective date of the Arrangement, being the date shown on the certificate of arrangement issued by the MCA Director;
- (g) "Hart" means Hart Feeds Limited, a corporation existing under the MCA;
- (h) "MCA" means *The Corporations Act (Manitoba)*;
- (i) "MCA Director" means the Director appointed under section 253 of the MCA;

- (j) "Plan of Arrangement" means this plan of arrangement as the same may be amended from time to time in accordance with the terms of Article 3 hereof;
- (k) "Property" means all property of every kind;
- (l) "Unifeed" means Unifeed Limited, a corporation existing under the MCA;
- (m) "Unifeed Amalco" means Unifeed Amalco Inc., the continuing entity after the Amalgamation.

1.2 Construction

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Plan of Arrangement and not to any particular article, section, subsection, paragraph, subparagraph or Appendix;
- (b) references to an "Article", "section", "subsection", "paragraph", "subparagraph" or "Appendix" are references to an Article, section, subsection, paragraph, subparagraph or Appendix of or to this Plan of Arrangement;
- (c) words importing the singular shall include the plural and *vice versa*, words importing gender shall include the masculine, feminine and neuter genders, and references to a "person" or "persons" shall include individuals, corporations, cooperatives, partnerships, associations, bodies politic and other entities, all as may be applicable in the context;
- (d) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (e) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; and
- (f) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time to time, and any statute, code or regulation which supplements or supersedes such statute, code or regulation.

ARTICLE 2 THE ARRANGEMENT

2.1 Plan of Arrangement

This Plan of Arrangement constitutes an arrangement as referred to in section 185 of the MCA.

2.2 The Arrangement

On the Effective Date the following shall occur at 12:00.01 a.m. and be deemed to occur in the following order without any further act or formality and, except as otherwise noted in this section 2.2, with each transaction or event being deemed to occur immediately after the occurrence of the transaction or event immediately preceding it:

- (a) Unifeed and Hart shall be amalgamated to form Unifeed Amalco. The articles, bylaws, stated capital and directors of Unifeed Amalco shall be the same as those of Unifeed. The shares in the capital of Hart shall be cancelled;
- (b) the Articles of Arrangement will include a schedule which will be based upon the form of Articles of Amalgamation required under the MCA which will serve as the Articles of Amalgamation of Unifeed and Hart;
- (c) the Property of Unifeed Amalco, consisting of the Property of Hart and the Property of Unifeed on the Effective Date, shall be distributed to, vested in and become the Property of AU, subject to the interests therein held by other persons on the Effective Date;
- (d) the Property distributed to and vested in AU under subsection (c) of this Section 2.2 shall include all real property owned by Unifeed and Hart wherever situated and title to each parcel of such real property shall be registered in the name of AU subject to all liens, charges, encumbrances and other interests registered against the title to such parcel at the time of registration of the parcel in the name of AU;
- (e) AU shall be liable for and is hereby required to discharge all obligations of Unifeed Amalco, including the obligations of Unifeed and Hart, in accordance with their respective terms;
- (f) the Articles of Arrangement will include a schedule which will be based upon the form of Articles of Dissolution required under the MCA and shall serve as the Articles of Dissolution of Unifeed Amalco;

- (g) Unifeed Amalco will be dissolved;
- (h) an existing cause of action or claim against or liability to prosecution of Unifeed or Hart is unaffected by the dissolution of Unifeed Amalco;
- (i) a civil, criminal or administrative action or proceeding pending by or against Unifeed or Hart may be continued to be prosecuted by or against AU;
- (j) AU shall be substituted for Unifeed or Hart, as the case may be, as a party in each of the proceedings in which Unifeed or Hart is a party before any court, board or tribunal subject to an order of the court, board or tribunal before which the proceeding is pending required to give effect to this part of the Arrangement; and
- (k) a conviction against, or ruling, order or judgment in favour of or against Unifeed Amalco, Unifeed or Hart may be enforced by or against AU.

ARTICLE 3 AMENDMENTS

3.1 Prior to Effective Date

Unifeed, Hart and AU reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time on or prior to the Effective Date, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by Unifeed, Hart and AU; and (iii) filed with and approved by the Court.

3.2 After Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by AU, provided that it concerns a matter which, in the reasonable opinion of AU, is of an administrative nature required better to give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any creditor of AU.



The Corporations Act
Loi sur les corporations
ARTICLES OF ARRANGEMENT
CLAUSES D'ARRANGEMENT



The Corporations Act /
Loi sur les corporations
CERTIFICATE / CERTIFICAT
ARTICLES EFFECTIVE /
LES STATUTS PRENNENT EFFET LE
1 NOV / NOV 2005



DIRECTOR, CORPORATIONS BRANCH /
DIRECTEUR, DIRECTION DES CORPORATIONS

1. Name of corporation / Dénomination sociale UNIFEED LIMITED HART FEEDS LIMITED	2. Business Number / Numéro d'entreprise 120244132RC0001 104470034RC0001
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In accordance with Section 185, an arrangement has been approved by an order of court, and the articles of the corporation are amended as follows:

Conformément à l'article 185, un arrangement a été approuvé par ordonnance du tribunal. Par conséquent, les statuts de la corporation sont modifiés comme suit :

Unifeed Limited and Hart Feeds Limited are amalgamated as recorded in Schedule A hereto and Unifeed Limited, the corporation continuing as a result of such amalgamation, is liquidated and dissolved as recorded in Schedule B hereto, by Plan of Arrangement as approved by Order of the Court of Queen's Bench for Manitoba made on October 28, 2005, a copy of which is attached as Schedule C hereto

Date / Date October 31, 2005	Signature / Signature 	Office held / Poste A director and Secretary of Unifeed Limited and Hart Feeds Limited
---------------------------------	--	--

Instructions:

The articles of arrangement must set out the amendments to the articles of incorporation in accordance with the court order, and the amendments must conform with and have continuity with the paragraph references of the existing articles. A certified copy of the court order must accompany the articles of arrangement together with any notices otherwise required to be filed to comply with the terms of the order.

Directives :

Les clauses d'arrangement doivent indiquer les modifications apportées aux statuts constitutifs conformément à l'ordonnance du tribunal. Ces modifications doivent être conformes et correspondre aux références des rubriques des statuts existants. Les clauses d'arrangement doivent être accompagnées d'une copie certifiée conforme de l'ordonnance du tribunal et des avis dont le dépôt est exigé pour que les modalités de l'ordonnance soient observées.

FORM 13 / FORMULE 13

OFFICE USE ONLY / RÉSERVÉ A L'ADMINISTRATION

Corporation Number / N° de la corporation : 5195714

#522046

TRADEMARK
REEL: 003384 FRAME: 0215



The Corporations Act
Loi sur les corporations
ARTICLES OF AMALGAMATION (share capital)
STATUTS DE FUSION (corporation avec capital-actions)

**Schedule A to Articles of Arrangement of
Unifeed Limited and Hart Feeds Limited**

1. Name of amalgamated corporation / Dénomination de la corporation issue de la fusion

UNIFEED LIMITED

2. The address in full of the registered office (include postal code)
Adresse complète du bureau enregistré (inclure le code postal)

P.O. Box 6600, 28th Floor, 201 Portage Avenue, Winnipeg MB R3C 3A7

3. Number (or minimum and maximum number) of directors
Nombre (ou nombre minimal et maximal) d'administrateurs

1 to 5

4. Directors / Administrateurs

Name in full / Nom complet

Address in full / Adresse complète

Thomas W. Kirk

P.O. Box 6600, 28th Floor, 201 Portage Avenue,
Winnipeg MB R3C 3A7

Brian Hayward

P.O. Box 6600, 28th Floor, 201 Portage Avenue,
Winnipeg MB R3C 3A7

Bill McGill

Site 2, R.R. 2, Okotoks AB T1S 1A2

5. The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et tout nombre maximal d'actions que la corporation est autorisée à émettre

An unlimited number of Class A common shares, 100 Class B common shares, an unlimited number of Class C common shares, an unlimited number of Class A preference shares, 1,916,270 Class B preference shares, an unlimited number of Class C preference shares

6. The rights, privileges, restrictions and conditions attaching to the shares, if any
Droits, privilèges, restrictions et conditions dont les actions sont assorties, s'il y a lieu

The annexed Exhibit I is attached to and forms part of these Articles of Amalgamation

7. Restrictions, if any, on share transfers / Restrictions au transfert des actions, s'il y a lieu

No shares in the capital stock of the Corporation shall be transferred without the express consent of a majority of the directors to be signified by a resolution passed by the board of directors.

8. Restrictions, if any, on business the corporation may carry on

Limites imposées quant à l'entreprise que la corporation peut exercer, s'il y a lieu

n/a

9. Other provisions, if any / Autres dispositions, s'il y a lieu

n/a

10. These articles of amalgamation are the same as the articles of incorporation of (name the designated amalgamating corporation)

Les présents statuts de fusion sont les mêmes que les statuts constitutifs de (nommer la corporation fusionnante désignée)

UNIFEED LIMITED

11. Name of the amalgamating corporation the by-laws of which are to be the by-laws of the amalgamated corporation
Dénomination de la corporation fusionnante dont les règlements doivent être les règlements de la corporation issue de la fusion

UNIFEED LIMITED

12. Names of amalgamating corporations Dénomination des corporation fusionnantes	Signature Signature	Office held Poste	Date Date	Business number Numéro d'entreprise
UNIFEED LIMITED	N/A	N/A	N/A	120244132RC0001
HART FEEDS LIMITED				104470034RC0001

Instructions: The statutory declarations required by subsection 179(2) shall accompany these articles of amalgamation. It is not necessary to file the amalgamation agreement.

Directives : Les déclarations solennelles prévues au paragraphe 179(2) doivent accompagner les statuts de fusion. Il n'est pas nécessaire de déposer la convention de fusion.

Form 11 / Formule 11

OFFICE USE ONLY / RÉSERVÉ À L'ADMINISTRATION

Corporation Number / N° de la corporation : _____

Business Number / Numéro d'entreprise : _____

The Class A common shares, Class B common shares, Class C common shares, Class A preference shares, Class B preference shares and Class C preference shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) The holders of the Class A preference shares shall not be entitled to receive any payment of dividends. In priority to the Class A common shares, Class B common shares, Class C common shares, Class C preference shares, and any other shares ranking junior to the Class B preference shares, the holders of the Class B preference shares shall be entitled to receive, and the Corporation shall pay thereon, as and when declared by the Board, non-cumulative dividends at an annual rate determined by the Board from time to time, but no greater than 6% and no less than 1% of the redemption price of the Class B preference shares divided ratably amongst the holders of Class B preference shares. In priority to the Class A common shares, Class B common shares, Class C common shares and any other shares ranking junior to the Class C preference shares but subject to the prior rights of the holders of the Class B preference shares, the holders of the Class C preference shares shall be entitled to receive, and the Corporation shall pay thereon, as and when declared by the Board, non-cumulative dividends at an annual rate determined by the Board from time to time but no greater than 6% and no less than 2% of the redemption price of the Class C preference shares, divided ratably amongst the holders of such class of shares. If, within six months after the expiration of any fiscal year of the Corporation, the Board in its discretion has not declared a dividend on the Class B preference shares or Class C preference shares, for the fiscal year, then the rights of the holders of the shares of that class to any dividend for that year shall be forever extinguished. The holders of the Class B preference shares and Class C preference shares shall not be entitled to any dividends other than those provided by this subparagraph. Subject to the prior rights of the Class B preference shares and Class C preference shares, the holders of the Class A common shares, Class B common shares and Class C common shares shall be entitled to dividends as and when declared by the Board of the Corporation. No dividends shall be declared on the Class B preference shares, Class C preference shares, Class A common shares, Class B common shares and Class C common shares if there are reasonable grounds for believing that the realizable value of the Corporation's assets would thereby be less than the aggregate of its liabilities, the stated capital of the issued and outstanding Class A common shares, Class B common shares and Class C common shares and the aggregate redemption price of the issued and outstanding Class A**

preference shares, Class B preference shares and Class C preference shares.

- (b) The holders of the Class A preference shares shall be entitled to notice of, to attend at and to cast ten (10) votes for each such share held at all meetings of shareholders. The holders of Class B preference shares and Class C preference shares shall not be entitled to notice of nor to attend and vote at any meetings of shareholders, except as may be required by law.
- (c) The holders of the Class A common shares and the Class C common shares of the Corporation shall be entitled to notice of, to attend at and to cast one (1) vote for each such share held at all meetings of shareholders. The holders of the Class B common shares of the Corporation shall not be entitled to notice of nor to attend and vote at any meetings of shareholders, except as may be required by law. In all other respects, however, the Class A common shares, Class B common shares and Class C common shares shall rank equally, *pari passu*.
- (d) The "redemption price" where used in these Articles with respect to the Class A preference shares means the sum of \$0.10 per share. The "redemption price" where used in these Articles with respect to the Class B preference shares and Class C preference shares means the sum of \$1.00 per share.
- (e) Subject to the provisions of Section 34(2) of *The Corporations Act*, the Corporation may, upon giving notice as herein provided, redeem at any time the whole or, from time to time, any part of the then outstanding Class B preference shares and Class C preference shares on payment for each share to be redeemed of the redemption price for such shares together with an amount equal to all dividends declared thereon but unpaid.
- (f) When redeeming Class B preference shares and Class C preference shares under the provisions of clause (e) hereof, the Corporation shall, at least 20 days before the date specified for redemption, mail to each registered holder thereof a notice in writing of the intention of the Corporation to redeem. The notice shall be sent by prepaid mail addressed to each shareholder at his last known address. Accidental failure to give notice to one or more shareholders shall not invalidate the redemption. The notice shall set out the redemption price, the effective

redemption date and, if part only of the preference shares are to be redeemed, the number to be redeemed.

On or after the date so specified for redemption the Corporation shall pay or cause to be paid the redemption price to or to the order of the registered holders of the Class B preference shares and Class C preference shares preference shares to be redeemed, upon surrender of the appropriate share certificate(s) at the registered office of the Corporation or at any other place designated in the notice. If a part only of the Class B preference shares and Class C preference shares represented by any certificate is to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

From the date specified in any such notice, the holders of the Class B preference shares and Class C preference shares called for redemption shall cease to be entitled to the receipt of any further dividends and to exercise any of the rights of shareholders with respect to those shares, unless the Corporation fails to make payment of the redemption price in accordance with the foregoing provisions, in which latter event the rights of the shareholders shall remain unaffected.

The Corporation may, at any time after the mailing of notice of its intention to redeem any Class B preference shares and Class C preference shares, deposit the redemption price or of such of them as are represented by certificates that have not been surrendered by the date of such deposit, to a special account in any chartered bank or trust company in Canada named in the notice of redemption, to be paid without interest to or to the order of the respective holders of the shares upon surrender to that bank or trust company of the appropriate share certificate(s). Upon that deposit being made, or upon the date specified for redemption in the notice, whichever is the later, Class B preference shares and Class C preference shares in respect of which the deposit has been made shall be redeemed and the rights of the holders thereof shall be limited to receiving, without interest, their proportionate part of the total redemption price thus deposited, against surrender of the certificates for their shares to be redeemed.

- (g) Subject to the provisions of Section 34(2) of *The Corporations Act*, the Corporation shall, at any time upon being given notice pursuant to subparagraph (h) hereof, redeem the whole or any part of the Class A preference shares, Class B preference shares or Class C preference shares then owned by any shareholder, by paying for each share to be

redeemed an amount equal to the redemption price for such shares together with an amount equal to all dividends declared thereon but unpaid.

- (h) The retraction right provided by subparagraph (g) hereof may be exercised by the holder of any Class A preference shares, Class B preference shares and Class C preference shares, at any time and from time to time, by notice in writing sent by registered mail to the Corporation at its registered office, accompanied by the certificate(s) representing Class A preference shares, Class B preference shares and Class C preference shares that the holder wishes to be redeemed. That notice shall be signed by the person registered on the records of the Corporation as the holder of the shares in question, or by his duly authorized attorney, and shall specify the number of Class A preference shares, Class B preference shares and Class C preference shares that the holder wishes to have redeemed. Within fourteen days after the date of mailing of that notice, the Corporation shall pay or cause to be paid the redemption price of the shares to or to the order of the registered holder. If a part only of the shares represented by any certificate be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation.

- (i) All but not less than all of the 100 Class B common shares of the Corporation are convertible by the Corporation, upon giving notice as herein provided, into 83,730 fully paid and non-assessable Class C preference shares of the Corporation at any time. The conversion right may be exercised by the Corporation at any time by notice in writing of the intention of the Corporation to convert such shares sent by prepaid mail addressed to the shareholder of such shares at his last known address. Within 14 days after the mailing of notice as prescribed, the Corporation shall issue a share certificate(s) for 83,730 Class C preference shares to the holder of the Class B common shares and the 100 Class B common shares shall be converted and the rights of holders of Class B common shares shall be limited to receiving the share certificate(s) for 83,730 Class B preference shares against surrender of the shares converted and the rights, privileges, restrictions and conditions attaching to the Class C preference shares. The Corporation shall not be entitled to issue any further Class B common shares of the Corporation after the completion of the conversion of the 100 Class B common shares into 83,730 Class C preference shares.

- (j) Upon the liquidation, dissolution or winding-up of the Corporation,

- (i) the holders of the Class A preference shares shall be entitled to receive an amount equal to the redemption price of those shares in priority to the holders of all other classes of the Corporation, and no more;
 - (ii) the holders of the Class B preference shares shall be entitled to receive an amount equal to the redemption price of those shares together with an amount equal to all dividends declared thereon but unpaid in priority to the Class C preference shares, Class A common shares, Class B common shares and Class C common shares but subject to the prior rights of the holders of the Class A preference shares and no more;
 - (iii) the holders of the Class C preference shares shall be entitled to receive an amount equal to the redemption price of those shares together with an amount equal to all dividends declared thereon but unpaid in priority to the Class A common shares, Class B common shares and Class C common shares but subject to the prior rights of the holders of the Class A preference shares and Class B preference shares, and no more; and
 - (iv) the holders of the Class A common shares, Class B common shares, Class C common shares shall be entitled to equally receive all other assets of the Corporation distributed in the same proportions as their respective shareholdings but subject to the rights of the holders of the Class A preference shares, Class B preference shares and Class C preference shares.
- (k) Except as otherwise required by law, the holders of the Class A preference shares shall forthwith lose all voting rights and thereafter shall not be entitled to notice of nor to attend and vote at any meeting of shareholders of the Corporation on the happening of any one or more of the following events:
- (i) the death, bankruptcy, receivership, insolvency or assignment for the benefit of creditors of any holder of Class A preference shares; or
 - (ii) the beneficial and/or legal transfer of any Class A preference shares.

SCHEDULE "B"

**TO ARTICLES OF ARRANGEMENT OF
UNIFEED LIMITED AND HART FEEDS LIMITED**

DISSOLUTION OF UNIFEED LIMITED

1. The name of the Dissolved Corporation will be Unifeed Limited.
2. The Dissolved Corporation is not bankrupt or insolvent within the meaning of the *Bankruptcy and Insolvency Act*.
3. The Dissolved Corporation is applying for dissolution under Section 185 of *The Corporations Act* pursuant to a court approved Plan of Arrangement (a copy of which is attached as Schedule "C").
4. The name, address and occupation of the person keeping the documents and records of the corporation for six years after the date of dissolution shall be:

Agricore United
Attention: Tom Kirk
Corporate Secretary
2800 - 201 Portage Avenue
Winnipeg MB R3C 3A7

SCHEDULE "C"

**TO ARTICLES OF ARRANGEMENT OF
UNIFEED LIMITED AND HART FEEDS LIMITED**

ORDER

The following is a Court Certified Copy of the Order made on October 28, 2005 by the Court of Queen's Bench approving the Plan of Arrangement for Unifeed Limited and Hart Feeds Limited under Section 185 of *The Corporations Act*

#522146

**TRADEMARK
REEL: 003384 FRAME: 0224**

THE QUEEN'S BENCH

WINNIPEG CENTRE

BETWEEN:

UNIFEED LIMITED and HART FEEDS LIMITED,

Applicants,

- and -

UNITED GRAIN GROWERS LIMITED AND THE
DIRECTOR UNDER *THE CORPORATIONS ACT*,
C.C.S.M. c. C225,

Respondents.

APPLICATION UNDER Section 185 of *The Corporations Act*.

CERTIFIED COPY

of

ORDER

Thompson Dorfman Sweatman LLP
Barristers & Solicitors
CanWest Global Place
2200 - 201 Portage Avenue
Winnipeg MB R3B 3L3

(Matter No. 0077757 PMS/WJB)
(William J. Burnett, Q.C. 934-2487)
(Fax. No. 934-0507)

TRADEMARK

REEL: 003384 FRAME: 0225

THE QUEEN'S BENCH

WINNIPEG CENTRE

THE HONOURABLE)
ASSOCIATE CHIEF JUSTICE OLIPHANT) Friday, the 28th day of October, 2005.

BETWEEN:

UNIFEED LIMITED and HART FEEDS LIMITED,

Applicants,

- and -

UNITED GRAIN GROWERS LIMITED AND THE
DIRECTOR UNDER *THE CORPORATIONS ACT*,
C.C.S.M. c. C225,

Respondents.

APPLICATION UNDER Section 185 of *The Corporations Act*.
CERTIFIED COPY
of
ORDER

THIS APPLICATION was heard this day, in the presence of counsel for the Applicants and the Respondent United Grain Growers Limited, no one appearing for the Respondent Director, although duly served.

ON READING the Notice of Application, the Affidavits of Thomas W. Kirk sworn September 9 and 26, 2005 and October 24, 2005, the Affidavits of

Service of Monina Andis Padilla Glowacki sworn September 12, 2005 and October 26, 2005, and the Exhibits to such Affidavits, and the letter dated October 21, 2005 from Manitoba Justice, Civil Legal Services, counsel for the Respondent Director under *The Corporations Act*, indicating that the Director does not oppose the Application, and on hearing the submissions of counsel for the Applicants and the Respondent United Grain Growers Limited:

1. THIS COURT ORDERS that the Arrangement proposed by the Applicants and attached hereto as Schedule A be and the same is hereby approved.

2. THIS COURT ORDERS that all real property owned by Unifeed Limited, wherever situated, shall be distributed to and vested in United Grain Growers Limited, and title to each parcel of such real property shall be registered in the name of United Grain Growers Limited, subject to all liens, charges, encumbrances and other interests registered against the title to such parcel at the time of such registration.

3. THIS COURT ORDERS that any pending action commenced by or against Unifeed Limited, as identified in the attached Schedule B hereto, may be transmitted to and continued by or against United Grain Growers Limited in place of Unifeed Limited.

4. THIS COURT ORDERS that all real property owned by Hart Feeds Limited, wherever situated, shall be distributed to and vested in United Grain Growers Limited, and title to each parcel of such real property shall be registered in the name of United Grain Growers Limited, subject to all liens, charges, encumbrances and other interests registered against the title to such parcel at the time of such registration.

5. THIS COURT ORDERS that any pending action commenced by or against Hart Feeds Limited, as identified in the attached Schedule B hereto, may be transmitted to and continued by or against United Grain Growers Limited in place of Hart Feeds Limited.

6. THIS COURT ORDERS that the form of Order to Continue attached as Schedule C hereto shall serve to transmit to and continue in the name of United Grain Growers Limited, in place of Unifeed Limited or Hart Feeds Limited, as the case may be, the actions commenced in the Manitoba Courts, as identified in the attached Schedule B hereto.

7. THIS COURT ORDERS that the actions referred to in paragraph 6 of this Order will be transmitted to and continued in the name of United Grain Growers Limited in place of Unifeed Limited or Hart Feeds Limited, as the case may be, where United Grain Growers Limited, or any party to the action, files with

the Manitoba Courts a Requisition and the completed Order to Continue as described in paragraph 6 of this Order, and that no other documents need be filed with the Manitoba Courts.

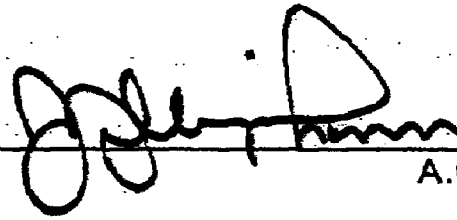
8. THIS COURT ORDERS that each of the signing officers of United Grain Growers Limited shall have capacity to make an Assignment of Judgment on behalf of Unifeed Limited or Hart Feeds Limited, as the case may be.

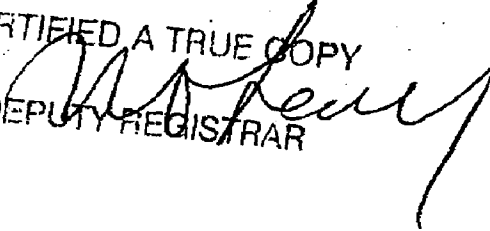
9. THIS COURT ORDERS that any Judgment obtained in the Manitoba Courts in favour of Unifeed Limited or Hart Feeds Limited, as the case may be, may be assigned to United Grain Growers Limited upon a signing officer of United Grain Growers Limited executing an Assignment of Judgment in the form attached as Schedule D hereto.

10. THIS COURT ORDERS that the Judgments referred to in paragraph 9 of this Order which have been granted by the Manitoba Courts shall be assigned to United Grain Growers Limited where United Grain Growers Limited files a completed Assignment of Judgment as described in paragraph 9 of this Order with the Manitoba Courts, and that no other documents need be filed with the Manitoba Courts.

11. THIS COURT HEREBY REQUESTS the aid and recognition of any Court, tribunal, or administrative body of any Province of Canada to give effect to the terms of this Order.

October 28, 2005


A.C.J.Q.B.

CERTIFIED A TRUE COPY

DEPUTY REGISTRAR

SCHEDULE A

PLAN OF ARRANGEMENT UNDER SECTION 185 OF *THE CORPORATIONS ACT (MANITOBA)*

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

- (a) "Amalgamation" means the amalgamation of Unifeed and Hart;
- (b) "Arrangement" means the proposed arrangement involving Unifeed, Hart and AU under the provisions of section 185 of the MCA on and subject to the terms and conditions set forth in the Plan of Arrangement and any amendment thereto made in accordance with Article 3 of the Plan of Arrangement;
- (c) "Articles of Arrangement" means the articles to be filed with the MCA Director to implement the Plan of Arrangement approved by the Court;
- (d) "AU" means United Grain Growers Limited, a corporation existing under the *United Grain Growers Act (Canada)*;
- (e) "Court" means the Manitoba Court of Queen's Bench, unless otherwise agreed to by Unifeed, Hart and AU;
- (f) "Effective Date" means the effective date of the Arrangement, being the date shown on the certificate of arrangement issued by the MCA Director;
- (g) "Hart" means Hart Feeds Limited, a corporation existing under the MCA;
- (h) "MCA" means *The Corporations Act (Manitoba)*;
- (i) "MCA Director" means the Director appointed under section 253 of the MCA;

- (j) "Plan of Arrangement" means this plan of arrangement as the same may be amended from time to time in accordance with the terms of Article 3 hereof;
- (k) "Property" means all property of every kind;
- (l) "Unifeed" means Unifeed Limited, a corporation existing under the MCA;
- (m) "Unifeed Amalco" means Unifeed Amalco Inc., the continuing entity after the Amalgamation.

1.2 Construction

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires:

- (a) references to "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Plan of Arrangement and not to any particular article, section, subsection, paragraph, subparagraph or Appendix;
- (b) references to an "Article", "section", "subsection", "paragraph", "subparagraph" or "Appendix" are references to an Article, section, subsection, paragraph, subparagraph or Appendix of or to this Plan of Arrangement;
- (c) words importing the singular shall include the plural and *vice versa*, words importing gender shall include the masculine, feminine and neuter genders, and references to a "person" or "persons" shall include individuals, corporations, cooperatives, partnerships, associations, bodies politic and other entities, all as may be applicable in the context;
- (d) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof;
- (e) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; and
- (f) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time to time, and any statute, code or regulation which supplements or supersedes such statute, code or regulation.

**ARTICLE 2
THE ARRANGEMENT**

2.1 Plan of Arrangement

This Plan of Arrangement constitutes an arrangement as referred to in section 185 of the MCA.

2.2 The Arrangement

On the Effective Date the following shall occur at 12:00.01 a.m. and be deemed to occur in the following order without any further act or formality and, except as otherwise noted in this section 2.2, with each transaction or event being deemed to occur immediately after the occurrence of the transaction or event immediately preceding it:

- (a) Unifeed and Hart shall be amalgamated to form Unifeed Amalco. The articles, bylaws, stated capital and directors of Unifeed Amalco shall be the same as those of Unifeed. The shares in the capital of Hart shall be cancelled;
- (b) the Articles of Arrangement will include a schedule which will be based upon the form of Articles of Amalgamation required under the MCA which will serve as the Articles of Amalgamation of Unifeed and Hart;
- (c) the Property of Unifeed Amalco, consisting of the Property of Hart and the Property of Unifeed on the Effective Date, shall be distributed to, vested in and become the Property of AU, subject to the interests therein held by other persons on the Effective Date;
- (d) the Property distributed to and vested in AU under subsection (c) of this Section 2.2 shall include all real property owned by Unifeed and Hart wherever situated and title to each parcel of such real property shall be registered in the name of AU subject to all liens, charges, encumbrances and other interests registered against the title to such parcel at the time of registration of the parcel in the name of AU;
- (e) AU shall be liable for and is hereby required to discharge all obligations of Unifeed Amalco, including the obligations of Unifeed and Hart, in accordance with their respective terms;
- (f) the Articles of Arrangement will include a schedule which will be based upon the form of Articles of Dissolution required under the MCA and shall serve as the Articles of Dissolution of Unifeed Amalco;

- (g) Unifeed Amalco will be dissolved;
- (h) an existing cause of action or claim against or liability to prosecution of Unifeed or Hart is unaffected by the dissolution of Unifeed Amalco;
- (i) a civil, criminal or administrative action or proceeding pending by or against Unifeed or Hart may be continued to be prosecuted by or against AU;
- (j) AU shall be substituted for Unifeed or Hart, as the case may be, as a party in each of the proceedings in which Unifeed or Hart is a party before any court, board or tribunal subject to an order of the court, board or tribunal before which the proceeding is pending required to give effect to this part of the Arrangement; and
- (k) a conviction against, or ruling, order or judgment in favour of or against Unifeed Amalco, Unifeed or Hart may be enforced by or against AU.

ARTICLE 3 AMENDMENTS

3.1 Prior to Effective Date

Unifeed, Hart and AU reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time on or prior to the Effective Date, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by Unifeed, Hart and AU; and (iii) filed with and approved by the Court.

3.2 After Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by AU, provided that it concerns a matter which, in the reasonable opinion of AU, is of an administrative nature required better to give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any creditor of AU.

SCHEDULE B

**Active Court Actions for Unifeed Limited and Hart Feeds Limited in
Manitoba Court of Queen's Bench and Small Claims Court;
Alberta Court of Queen's Bench; and
British Columbia Supreme Court and Small Claims Court**

****** Note: all opponents listed below are either defendants or respondents, unless otherwise indicated******

I. UNIFEED LIMITED

a) **MANITOBA COURT OF QUEEN'S BENCH AND SMALL CLAIMS COURT**
(No active proceedings)

b) **ALBERTA COURT OF QUEEN'S BENCH:**

Opponent:	Court File No.:
Stasyneec, Ronald	Q0203 10280
Jack, Allan	Q0001 14957
Millang, Colin; Millang Holdings Limited	Q0303 17848
Millang Holdings Ltd.	Q0503 04572
Chinook Farms Ltd.	Q0506 00704
Van Herk, David COB D & J Livestock	Q0506 00743

c) **BRITISH COLUMBIA SUPREME COURT AND SMALL CLAIMS COURT:**

Opponent:	Court File No.:
Bar D Bar Ranch Inc.	VER-S-S-36879
Mosterman, Erik	VER-S-S-35150
Pearson, Paul	KAM-P-C-35820
Frontier Agri Center Ltd.	VLC-S-S-006012

II. HART FEEDS LIMITED

a) **MANITOBA COURT OF QUEEN'S BENCH AND SMALL CLAIMS COURT:**

Opponent:	Court File No.:
Enns, Harvey Peter; Enns, Karen Olive (plaintiffs)	CI03-01-35362
Heinrichs, Andrew Jacob; Heinrichs, Verna Ann; Buffalo Creek International Inc.	CI04-01-37949
Bokhari, Rana; Bokhari, Syed Tahir	CI99-01-11139

b) **ALBERTA COURT OF QUEEN'S BENCH:**
(No active proceedings)

c) **BRITISH COLUMBIA SUPREME COURT AND SMALL CLAIMS COURT:**
(No active proceedings)

SCHEDULE C

File No. CI

THE QUEEN'S BENCH

WINNIPEG CENTRE

BETWEEN:

[Insert name of party],

Plaintiff/Applicant,

- and -

[Insert name of party],

Defendant/Respondent.

(by original action)

AND BETWEEN:

[Insert name of party],

Plaintiff/Applicant,

- and -

[Insert name of party],

Defendant/Respondent.

(by Order dated October 28, 2005)

ORDER TO CONTINUE

[Insert Firm Name]

TRADEMARK

REEL: 003384 FRAME: 0236

THE QUEEN'S BENCH

WINNIPEG CENTRE

BETWEEN:

[Insert name of party],

Plaintiff/Applicant,

- and -

[Insert name of party],

Defendant/Respondent.

(by original action)

AND BETWEEN:

[Insert name of party],

Plaintiff/Applicant,

- and -

[Insert name of party],

Defendant/Respondent.

(by Order dated October 28, 2005)

ORDER TO CONTINUE

On the requisition of United Grain Growers Limited and on reading the Order dated October 28, 2005, filed in Court of Queen's Bench Court File No. CI 05-01-43798, attached as Schedule "A" hereto.

IT IS ORDERED that this proceeding continue with United Grain Growers Limited carrying on business under the trade name and style of Agricore United as plaintiff (or applicant) and *(Insert name of party)* as

defendant (or respondent) and that the title of the proceeding be amended by adding the parties described in this Order immediately after the parties named in the previous title and the extended title of proceedings shall be used in all documents issued, served or filed after the date of this Order.

IT IS ORDERED that a copy of this Order be served on all parties to this action within 20 days of the date of the signing of this Order.

, 2005

**Deputy Registrar
Court of Queen's Bench
Winnipeg Centre
100C - 408 York Avenue
Winnipeg MB**

SCHEDULE D

File No. CI

THE QUEEN'S BENCH

WINNIPEG CENTRE

BETWEEN:

[Insert name of party],

Plaintiff/Applicant,

- and -

[Insert name of party],

Defendant/Respondent.

(by Order dated October 28, 2005)

ASSIGNMENT OF JUDGMENT

[Insert Firm Name]

ASSIGNMENT OF JUDGMENT

This Assignment, made the _____ day of _____, 2005.

Between [**Insert UNIFEED LIMITED or HART FEEDS LIMITED**], (hereinafter called the "Assignor"),

OF THE FIRST PART,

AND

UNITED GRAIN GROWERS LIMITED carrying on business under the trade name and style of Agricore United, (hereinafter called the "Assignee"),

OF THE SECOND PART.

WHEREAS the Assignor, on or about the _____ day of _____, 20____,

recovered a Judgment in the Court of Queen's Bench, against [**insert Party's name**], which Judgment was signed and entered in the said Court in File No. [**insert File No.**];

AND WHEREAS the sum of [**insert Amount**] still remains unpaid and owing to the Assignor under the said Judgment;

AND WHEREAS by way of Order in Court of Queen's Bench File No. CI 05-01-43798, the signing officers of the Assignee have capacity to make an Assignment of Judgment on behalf of the Assignor and that any Judgment in favour of the Assignor shall be assigned to the Assignee upon a signing officer of the Assignee executing an Assignment of Judgment;

NOW THEREFORE, in pursuance of the said Order, the Assignor hath granted, assigned, transferred, and set over, and by these presents doth grant, assign, transfer, and set over, unto the Assignee and its assigns, all the said Judgment and all and every sum and sums of money now due, and hereafter to grow due, by virtue thereof, for principal, interest, and costs, and all benefits and advantages to be derived therefrom, either at law or in equity, or otherwise howsoever;

TO HAVE, hold, receive, take, and enjoy, the same and all benefits and advantages thereof, unto the Assignee and its assigns to and for its own proper use and as and for its and its own proper moneys and effects absolutely.

Assignor by a signing officer of the
Assignee

Witness

Assignee

Witness