

PEACE RIVER SEED CO-OPERATIVE LIMITED

Information Package and Call for Offers

As offered by BDO Canada Limited, in its capacity as Receiver of Peace River Seed Co-operative Limited and not in its personal capacity.

April 15, 2013

Table of Contents

Sale Process and Disclaimer	3
Company and Property Overview	4
Terms and Conditions of Sale	5

Schedules

- Schedule 'A' - Tender Form for the Purchase of Property
- Schedule 'B' - Lot Listing of Property for Sale

Sale Process and Disclaimer

BDO Canada Limited, (“BDO” or the “Receiver”) in its capacity as Receiver for Peace River Seed Co-operative Limited (“PRSC”) and not in its personal capacity, is offering for sale herein, its interest, if any, in certain property (the “Property”) of PRSC.

This Information Package and Call for Offers (the “Information Package”) is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any person as a result of the circulation, publication, reproduction or use of this Information Package.

The information provided herein is obtained from the books and records of PRSC as well as from information compiled since our appointment as Receiver. The information is being provided for the sole use of prospective purchasers in considering their interest in acquiring the Property of PRSC and does not purport to contain all of the information that a prospective purchaser may require. Purchasers should conduct their own investigations and due diligence on the Property and the information contained in this Information Package. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Information Package or for any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the Property.

The Property is being offered for sale on an “as is, where is” basis. The Receiver makes no representations, expressed or implied, as to the description, condition, size, quantity or value. Any purchaser will be asked as a condition of a sale to sign an acknowledgment that they have inspected and satisfied themselves as to the condition of the Property.

The Terms and Conditions of the sale process are detailed later in this Information Package along with the following key dates for the process:

Event	Timing
Asset viewings	May 8, 2013 (Sexsmith); May 9, 2013 (Rycroft); Or By Appointment
Offer deadline	Friday, May 31 , 2013 at 4:00pm MDT
Notification to bidders	Wednesday, June 5, 2013

Closing date	Wednesday, July 31, 2013 or such other date as may be agreed to by the Purchaser and the Receiver.
--------------	--

Company and Property Overview

PRSC was incorporated in 1972 and was a member owned agricultural cooperative consisting of approximately 800 producers in the Peace River Area of Alberta and British Columbia.

The Rycroft plant operated since 1972 and provided cleaning services for all pedigreed and commercial grass and legume seeds. In 2009, PRSC expanded its operations by purchasing a seed cleaning plant in Sexsmith, Alberta.

PRSC's Property being offered for sale by tender consists of the land and building as well as the equipment used in operations.

A detailed listing of the Property is outlined on the attached Schedule B.

All offers will be considered.

Photographs of a portion of the Property may be accessed at: <http://www.extranets.bdo.ca/peacriverseed>. Readers are cautioned that the Receiver makes no representation or warranty that the photographs are comprehensive or that they fairly or accurately depict the quantity, fitness, condition, or merchantability of any of the Property. Readers ought to rely on their own inspection of the Property prior to making an offer and not rely in any way on such photographs. The Receiver will not be liable in any way for any loss or damage suffered as a result of reliance on any of the photographs.

*****NOTE: No finder's fee, commission, expenses or other compensation will be paid by the Receiver to agents, consultants, advisors, or other intermediaries of any prospective Purchaser under any circumstances unless agreed to separately, in advance and in writing.*****

IN THE MATTER OF THE RECEIVERSHIP OF
PEACE RIVER SEED CO-OPERATIVE LIMITED ("PRSC")

TERMS AND CONDITIONS OF SALE

1. In these Terms and Conditions of Sale:
 - (a) ("Receiver") means BDO CANADA LIMITED in its capacity as Receiver for PRSC and not in its personal capacity.
 - (b) ("Offerer") means any person or persons making an Offer to purchase any or all of the Property herein offered for sale.
 - (c) ("Purchaser") means any person or persons having any or their entire Offer accepted.
 - (d) ("Property") means all of the assets described in the applicable Lot or Lots attached hereto as **Schedule 'B'** and noted in the Tender Form attached as **Schedule 'A'** or such particular assets described in any such applicable Lots in the Schedules attached to said Tender Form as the Receiver may agree or subject to Court approval, if required.
 - (e) ("Tender Closing Date") shall be **Friday, May 31, 2013**, and shall mean the last day that tenders will be accepted.
 - (f) ("Court Approval") if required, shall be set as soon as possible.
 - (g) ("Closing Date") shall be **Wednesday, July 31, 2013** or other such time as agreed to by Receiver and Purchaser. (**Note: The acceptance of any offer by the Receiver may be subject to Court Approval **)

The Receiver hereby invites Offers for the Purchase of the Property described in the attached Schedule 'B' hereto.

2. Permission to view and inspect the Property may be obtained prior to the **10th day of May, 2013** from:

Offers should be submitted to the following individual:

BDO Canada Limited
Attn: Dan Woo
Suite 650, 10303 Jasper Avenue
Edmonton, AB T5J 3N6, Canada

Telephone: (780) 424-3434
Facsimile: (780) 424-3222
E-Mail: dwoo@bdo.ca

The final day for viewing will be **Tuesday, May 28th, 2012**, subject to prior arrangements being made.

3. Sealed Offers marked "**PEACE RIVER SEED CO-OPERATIVE LIMITED - In RECEIVERSHIP**" shall be delivered or mailed (postage prepaid) to the Receiver and must be received on or before **4:00 PM MDT on the Tender Closing Date**. The Receiver reserves the right to negotiate with any party making an Offer at any time and to withdraw from sale or to sell all or any part of the Property to anyone at anytime for any price on any Terms and Conditions or not to accept any such Offers. Any Offers may be subject to court approval.
4. Offers will be accepted on the basis that the Offerer has inspected the Property and that no representation, warranty, inducement or condition expressed or implied, statutory or otherwise, has been given or made as to title, size, description, fitness for purpose, merchantability, quantity, quality, condition, compliance with municipal or other governmental regulations, by-laws or enactment or as to any other matter or thing whatsoever, except as expressly set forth in these Terms and Conditions of Sale and the Purchaser shall be deemed to have relied solely on its own investigation and inspection of such matters. The Property is being sold on an "**AS IS, WHERE IS**" basis. Without limiting the generality of the foregoing, the Property is specifically offered as it will exist on the Closing Date with no warranty or representation as to description, merchantable condition, fitness for purpose, or quantities.

Title to the Property will vest in the Purchaser or his nominee free and clear of all previous financial encumbrances and third party interests which are not permitted encumbrances or interests in accordance with a Court Order (if required) approving the sale, after payment of the Purchase Price in full.

5. The Purchaser shall examine title to the Property at his own expense and the Purchaser shall not call for production of any title deeds, abstracts of title, proof or evidence of title or any copies thereof other than those in the Receiver's possession or under his control.
6. Any documentation or other material provided to prospective Purchasers relating to the Property which is the subject matter of the Terms and Conditions of Sale, including without limitation all related Schedules, has been prepared solely for the convenience of prospective Purchasers and is not warranted to be complete or accurate and is not part of the Terms and Conditions of Sale.

7. The invitation by the Receiver to take Offers for the purchase of the Property ("the Invitation"), the terms of an Offer made to purchase the Property or any part or parts thereof that is accepted by the Receiver (the "Offer") and these Terms and Conditions of Sale, shall collectively constitute the terms of the binding agreement of purchase and sale (the "Agreement") between the Purchaser and the Receiver. In the event that any terms of the Invitation or the Offer accepted by the Receiver conflict with these Terms and Conditions of Sale, then the provisions of these Terms and Conditions of Sale shall govern. If an Offer includes any Property of this information package or otherwise, which has been withdrawn from the sale or which the Receiver determines it is unable to sell, the Receiver shall be entitled to accept such an Offer excluding any such Property, provided such excluded Property does not form substantially all of a parcel. If the Receiver accepts such an Offer for the remaining Property, the Purchaser shall complete the sale and the Purchase Price therefore shall be reduced by the amount allocated by the Purchaser in its Offer or by the amount agreed to by the Receiver and the Purchaser, if such allocation is not so required, as the case may be.
8. If any Offer is accepted by the Receiver, then notification of such acceptance shall be transmitted to the Purchaser by notice in writing sent by the Receiver to the Purchaser at the address set forth in the Purchaser's Offer, such notice to be given by:
 - (a) prepaid registered mail;
 - (b) facsimile;
 - (c) email; or,
 - (d) personal delivery;

Such notice, if mailed, shall be deemed to be received by the Purchaser three (3) days after such notice is deposited in the post office; if facsimile or email, on the date transmitted by facsimile or email; and if delivered, on the day that it is personally delivered.

9. The completion of the purchase and sale provided for in the Agreement shall take place on or before the Closing Date, at the office of the Receiver at 12:00 noon (local Edmonton time) or at such other place and time as the Receiver and Purchaser may agree.
10. At or prior to the Closing Date, the Receiver shall execute and deliver (or cause to be executed and delivered) to the Purchaser's solicitors under appropriate trust conditions all documents as may reasonably be necessary to vest the Property in the name of the Purchaser or its nominee free and clear of all encumbrances save those permitted by this

Offer in exchange for the Purchase Price (the "Purchase Price") provided in the Offer. Any such documents shall be in such form and shall be of such content as required by the Receiver (acting reasonably) and contemplated by the Court Order approving of the sale and vesting the Property and shall not contain any covenant or representation by the Receiver.

11. Every Offer submitted shall be in the form attached as Schedule "A" hereto. The Receiver reserves the right to reject any Offer not provided in this format. All Offers must be fully completed. Offers may be made for one or more items indicated in Schedule "B" hereto. Offers will be considered as a separate Offer for each parcel capable of being accepted by the Receiver independently of any other separate Offer.
12. Each Offerer shall, with his Offer, deliver to the Receiver a deposit by way of certified cheque or bank draft payable to the Receiver for the lesser of ten percent (10%) of the total Purchase Price (inclusive of GST) and \$200,000.00. If an Offer is accepted, in whole or in part, the corresponding deposit shall constitute a deposit ("Deposit") in relation to such Offer.

The Deposit shall be applied to the Purchase Price on the completion of the Agreement. However, if an offer is accepted and the Offerer fails to complete the purchase of the Property in accordance with the terms of the agreement (otherwise than as a result of the default of the Receiver) the Receiver may cancel the agreement.

In such an event the Receiver may (in addition to any other rights it may have) require that the Deposit and all other payments by the Purchaser to the Receiver in connection with the Purchase Price shall be forfeited as liquidated damages and not as a penalty. Without limiting the generality of the foregoing, in the event that the Purchaser defaults in the completion of the purchase and sale of the Property, the Property may be resold by the Receiver and the difference, if any, between the Purchase Price and the sale price to a subsequent Purchaser, together with all charges and expenses regarding such purchase, less the Deposit and interest accrued thereon to the date of cancellation (if any) shall be paid by the Purchaser forthwith to the Receiver.

13. The highest or any Offer for the Property or any one or more parcels thereof or any one or more of the individual assets within certain parcels will not necessarily be accepted.
14. A cheque or bank draft accompanying an Offer that is not accepted, in whole or in part, by the Receiver, or monies relating to those separate Offers not accepted by the Receiver, shall be returned to the Offerer, without interest, at the address given in its Offer as soon as is reasonably

possible after the Tender Closing Date.

15. The Receiver shall not be required to pay any commission with respect to a sale of any of the Property and any such commission shall be the sole responsibility of the Purchaser.
16. The Purchaser shall assume at its sole cost and expense, complete responsibility for compliance with all laws, municipal, provincial or federal, insofar as the same apply to the Property and the use thereof by the Purchaser.
17. The balance of the Purchase Price together with all applicable taxes (including Goods and Services Tax) shall be paid to the Receiver by cash, certified cheque, bank draft, solicitor trust cheque or money order in Canadian Dollars, on the Closing Date. Possession of the Property will not be granted until the balance of the Purchase Price has been paid in full.
18. Any taxes, local improvement charges, rent and/or other similar items relating to the Property shall be adjusted at the close of business on the Closing Date.
19. Notwithstanding anything herein contained, the Property shall remain in the possession of and be at the risk of the Receiver until the Closing Date. At such time and upon payment by the Purchaser of all required monies, title and possession to the Property will vest in the Purchaser or its nominee, as ordered by the Court, at which time the Property shall be at the risk of the Purchaser.
20. Subject to the foregoing, in the event of destruction or damage to any or all of the Property prior to the Closing Date, to the extent not repaired or replaced by the Receiver on or before the Closing Date, the replacement value of the Property so damaged or destroyed as determined by the Receiver in consultation with its insurer shall be deducted from the Purchase Price and the sale shall be completed without such asset.

In the event of damage to the Property prior to the Closing Date amounting to \$10,000 or more, the Receiver shall provide written notification to the Purchaser with the details of such loss. Within five (5) days of such notification, either the Purchaser or Receiver may elect by written notice to the other to terminate this Agreement. In the event of termination by the Purchaser or the Receiver, the Deposit shall be repaid to the Purchaser without interest.

21. The validity and interpretation of these Terms and Conditions of Sale and of each provision and part thereof and of any Agreement of Purchase and Sale defined herein shall be governed by the laws of the Province of Alberta and the Courts of the Province of Alberta shall be exclusive jurisdiction with respect to any disputes arising out of the Terms and

Conditions of Sale or any Agreement of Purchase and Sale entered into pursuant to the Terms and Conditions of Sale.

22. All Terms and Conditions as herein set out are inserted for the benefit of the Receiver only and may be waived by the Receiver in whole or in part at any time.
23. The Receiver reserves the right to withdraw any Property from the sale at any time prior to the Closing Date.
24. The Receiver reserves the right to provide copies of all tenders received to the highest tenderer and to any secured creditors at the conclusion of the tender process.
25. If a Purchaser is a non-eligible person, as defined in the Investment Canada Act, such Purchaser shall, if required by the Receiver, obtain the approval of Investment Canada within thirty (30) days after acceptance of the Offer and shall bear the costs and expenses of an application for such approval, including the costs and expenses of the Receiver, if any.
26. The Receiver represents and warrants to the Purchaser that it is now and will be at the Closing Date, a resident of Canada within the meaning of the Income Tax Act (Canada) and that this representation and warranty shall survive the closing of this transaction.
27. The Receiver, in offering the Property for sale and in accepting any Offer and carrying out any sale of any Property is acting solely in its capacity as Receiver for PEACE RIVER SEED CO-OPERATIVE LIMITED and not in a personal capacity and shall have no personal or corporate liability of any kind whatsoever, including any personal or corporate liability to any Offerer or Purchaser whatsoever.
28. Time is of the essence of the contract of Purchase and Sale arising upon acceptance of the Offer.
29. The Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of and be binding upon the parties thereto and their respective successors, heirs and assigns.
30. The Terms and Conditions contained in the Agreement shall not merge on the completion of the Purchase and Sale provided for herein, but shall remain in full force and effect.
31. The Purchaser shall pay, on the Closing Date, in addition to the Purchase Price:
 - (a) Goods and Services Tax (GST), unless the Receiver agrees to the transaction proceeding without the immediate payment of GST;

- (b) All applicable federal and provincial taxes and duties;
- (c) Costs, if any, of dismantling or removing the Property from the present location;
- (d) Costs, if any, of repairing any damage to the location from which the Purchased Property is dismantled or removed;
- (e) Cost, if any, of the removal of the Purchased Property or cost of transporting the Purchased Property to its new location;
- (f) Costs, if any, incurred by the Receiver in providing information, accounting and/or documentation to the Purchaser relating to the Purchased Property subsequent to the acceptance of the Offer and prior to the Closing Date.

If the costs referred to above cannot be determined on or before the Closing Date, the Receiver shall have the sole and absolute discretion to defer the Closing Date until such time as these costs can be determined. The determination of such costs rests solely with the Receiver and determination of such costs by the Receiver will be conclusive and binding on the Purchaser.

- 32. Any term or condition contained in the Agreement, for the sole benefit of the Receiver may be waived by it in whole or in part and the Purchaser shall be bound by any such waiver.
- 33. In consideration of the Receiver making available to any Offerer these Terms and Conditions of Sale, other information regarding the Property and in consideration of the Receiver making available to Offerers the opportunity to inspect same, each Offerer agrees that its Offer is irrevocable and cannot be withdrawn, varied, countermanded or retracted prior to being rejected by the Receiver. Notwithstanding the acceptance of any other Offer or any advice or communication by or between the Receiver and the Offerer, the Offer is not rejected unless and until the Receiver has returned and the Offerer is in receipt of its cheque that accompanied the Offer or monies relating thereto.

DATED at the City of Edmonton, in the Province of Alberta, this 15th day of April, 2013.

**BDO Canada Limited in its capacity as Receiver for
PEACE RIVER SEED CO-OPERATIVE LIMITED**

PEACE RIVER SEED CO-OPERATIVE LIMITED- IN RECEIVERSHIP
 TENDER FORM FOR THE PURCHASE OF PROPERTY

THIS FORM SHOULD BE COMPLETED FOR AN OFFER FOR THE PROPERTY OF
 PEACE RIVER SEED CO-OPERATIVE LIMITED
 (IN RECEIVERSHIP)

To: BDO Canada Limited in its capacity as Receiver and not in its personal capacity
 Suite 650, 10303 Jasper Avenue
 Edmonton, AB T5J 3N6
 Canada
 Attention: Dan Woo

1. _____
Name of Tenderer
2. _____
Address of Tenderer
3. _____
Telephone number, fax number and e-mail address of Tenderer, if applicable

4. We hereby submit this irrevocable tender for the Property of PEACE RIVER SEED CO-OPERATIVE LIMITED
 - IN RECEIVERSHIP described below.

	DESCRIPTION	AMOUNT OFFERED TO PURCHASE
LOT # A	Land and Building (Sexsmith)	\$ _____
LOT # B	Seed Cleaning Equipment (Sexsmith)	\$ _____
LOT # C	Other Equipment and Miscellaneous (Sexsmith)	\$ _____
LOT # D	Land and Building (Rycroft)	\$ _____
LOT # E	Seed Cleaning Equipment (Rycroft)	\$ _____
LOT # F	Other Equipment and Miscellaneous (Rycroft)	\$ _____
LOT # G	En bloc Lot A, B, and C	\$ _____
LOT # H	En bloc Lot D, E and F	\$ _____
Lot # I	En bloc Lot A, B, C, D, E and F	\$ _____

5. All amounts set out in this tender form are in Canadian dollars.
6. Goods and Services Tax are payable over and above the Amount Offered to Purchase.
7. We represent that the undersigned Tenderer is not a non-eligible person as defined in the Investment Canada Act.
8. Enclosed is our certified cheque, bank draft, solicitor trust cheque or money order payable to BDO Canada Limited. in the amount of \$ _____ representing the lesser of ten percent (10%) of the total amount of our tender submitted herein (inclusive of GST) and \$200,000.00.
9. We acknowledge that Court approval may be required in order to complete the sale and vest title to the Property.

10. We agree irrevocably to be bound by the Terms and Conditions of Sale herein.

DATED at _____, _____, this _____ day of _____, 2012.
(City/Town) (Province)

Print Name of Tenderer

Per: _____
(Officer) C/S

NOTE: Any tender submitted by a corporation should be executed under corporate seal.
(Please make any extra copies of this sheet you may need prior to using. Thank you)