

Dominion Citrus Income Fund
165 The Queensway, Suite 302
Toronto, Ontario M8Y 1H8

September 8, 2014

Mr. Michael Blair
11 Alm Court
Aurora, ON
L4G 6W6

Dear Mr. Blair,

RE: PROPOSAL TO ACQUIRE SHARES IN DOMINION CITRUS LIMITED

Thank for your letters of September 3. DCIF accepts your resignation and wishes to express its gratitude for your service and significant contribution.

Dominion Citrus Income Fund ("DCIF") has considered your offer to purchase all of the shares of Dominion Citrus Limited ("DCL") (the "Proposed Transaction") and is in general agreement with the terms that you have proposed. We wish to set out in slightly greater detail how DCIF would like to advance with the Proposed Transaction and below you will find a description of the basis upon which we wish to proceed. We trust you will find this satisfactory and we seek your concurrence by written acceptance.

Buyer	Michael Blair, or his assignee, to be approved by Seller
Seller	DCIF
Proposed Transaction	Buyer to purchase 100% of the issued and outstanding common shares of DCL owned by the Seller (the "Shares"), free and clear of all liens and encumbrances
Purchase Price	\$500,000 (CDN) to be paid in cash at Closing
Closing Date	Friday, November 28, 2014
Superior Bid	If the Seller receives any bid, solicited or unsolicited, which, in its sole discretion, it deems to be superior to the Proposed Transaction, it will promptly notify Buyer in writing, including providing all relevant details of the Superior Bid, and give Buyer 72 hours from such written notice to match that bid.

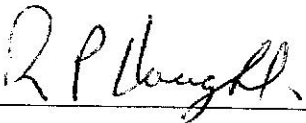
Break Fee	If Buyer does not match the Superior Bid, then Seller is automatically released of the obligation to sell the Shares to Buyer and the other conditions of this letter except Confidentiality (see below) and shall promptly pay to Buyer the sum of \$25,000.
Definitive Documents	Seller shall cause its solicitors to draft definitive documents of purchase and sale which shall reflect the terms outlined herein. Costs of drafting the Definitive Documents shall be for the account of the Seller but shall revert to the account of the Buyer if the Buyer elects to not close the Proposed Transaction on or before the Closing Date for any reason other than Seller's misrepresentation.
Conditions	<p>Completion of the Proposed Transaction shall be subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Buyer and Seller shall negotiate in good faith a 10 year supply arrangement to become effective upon DCIF exercising its option to purchase Dominion Farm. Such arrangement shall effect a continuation of Dominion Farm supplying produce to DCL on terms and conditions substantially similar to those presently in existence, to the extent practical. 2. In consideration of the fact that the borrower will no longer be a controlled subsidiary of the lender, Buyer and Seller agree to work together to re-structure certain terms of the existing Participating Note to reflect commercially accepted terms and for their mutual benefit. 3. In addition to various changes resulting from 2 above, the Participating Note shall be amended to commence interest payments at the prescribed rate beginning January 1, 2015. 4. Seller agrees to not exercise its option to purchase Dominion Farm until January 1, 2016, only for so long as the Participating Note is not in default, subject to terms of forbearance granted from time to time. 5. Seller agrees to maintain DCL in good standing and to conduct its operations in the ordinary course to the extent practical until Closing.
Post Closing Condition	Buyer will act in good faith and cooperate with DCIF in any exercise of DCIF's option to purchase Dominion Farms from DCL.
Due Diligence	Buyer acknowledges that due diligence is not a term upon which its offer is conditional. However, Seller will provide reasonable access to books and records and personnel, upon request made to the Chairman of the Trust or his designate. Buyer is not to contact any customers or vendors of DCL without the prior express permission from DCIF.
Confidentiality	Subject to the Sellers disclosure obligations as a public entity, Buyer and Seller each agree to maintain confidential all negotiations and other details about the Proposed Transaction as per generally accepted business practices.

Acceptance This letter is open for acceptance until Friday September 12, 2014 at 5:00 pm EST, thereafter if not accepted by that time it shall become null and void and have no further force or effect.

If the foregoing is agreeable to you, please indicate your agreement by signing where indicated below.

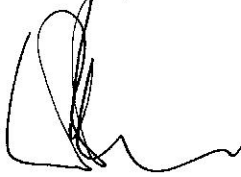
Yours very truly,

On behalf of Dominion Citrus Income Fund,



R. Peter McLaughlin, Chairman

As Buyer,



Michael Blair