The instructions accompanying the Letter of Transmittal should be read carefully before completion. The Depositary (see the back page of this document for address and telephone number) or your broker or other financial advisor will assist you in completing this Letter of Transmittal.

AMENDED LETTER OF TRANSMITTAL

To accompany certificates
for
common shares
of
HOMELAND ENERGY CORP.
to be deposited pursuant to the Offer dated October 25, 2007
of
CHRYSALIS CAPITAL IV CORPORATION

This letter of transmittal (the **"Letter of Transmittal"**), properly completed and duly executed, together with all other required documents, must accompany certificates for the common shares (the **"Homeland Common Shares"**) of Homeland Energy Corp. (**"Homeland"**) deposited pursuant to the offer (the **"Offer"**) dated October 25, 2007 made by Chrysalis Capital IV Corporation (the **"Offeror"**) to purchase the Homeland Common Shares. The Offer will be open for acceptance until 5:00 p.m. (Toronto time), on December 3, 2007 unless the Offer is extended or withdrawn. The terms and conditions of the Offer are incorporated by reference in this Letter of Transmittal. Capitalized terms used but not defined in this Letter of Transmittal which are defined in the Offer have the respective meanings set out in the Offer.

Please carefully read the instructions set out below before completing this Letter of Transmittal.

TO: **CHRYSALIS CAPITAL IV CORPORATION**

AND TO: **EQUITY TRANSFER & TRUST COMPANY, as Depositary**

The undersigned delivers to you the enclosed certificate(s) for Homeland Common Shares, details of which are as follows:

(see Items 1, 5 and 6 of the Instructions)

DESCRIPTION OF HOMELAND COMMON SHARES DEPOSITED			
Name and Address of Registered Owner(s) (Please fill in, if blank, exactly as name(s) appear(s) on certificate(s))	**Share Certificate(s) and Homeland Common Share(s) Deposited (Attach additional signed list, if any)**		
	Share Certificate Number(s)	**Number of Common Shares Represented by Certificate(s)**	**Number of Homeland Common Shares Deposited***
	Total Homeland Common Shares		
***Unless otherwise indicated, it will be assumed that all Homeland Common Shares described above are being deposited.**			

HOMELAND SHAREHOLDER REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned:

(a) acknowledges receipt of the Offer and accompanying Circular;

(b) delivers to you the enclosed certificate(s) representing Homeland Common Shares and, subject only to the provisions of the Offer regarding withdrawal, irrevocably accepts the Offer for and in respect of the Homeland Common Shares represented by such certificates (the **"Purchased Homeland Common Shares"**) and, on and subject to the terms and conditions of the Offer, deposits and sells, assigns and transfers to the Offeror all right, title and interest in and to the Purchased Homeland Common Shares, including any and all dividends, distributions, payments, securities, rights, assets or other interests declared, paid, issued, distributed, made or transferred on or in respect of the Purchased Homeland Common Shares on or after the date of the Offer, effective on and after the date the Offeror takes up and pays for the Purchased Homeland Common Shares (the **"Effective Date"**);

(c) represents and warrants that the undersigned has full power and authority to deposit, sell, assign and transfer the Purchased Homeland Common Shares and that when the Purchased Homeland Common Shares are taken up and paid for by the Offeror, the Offeror will acquire good title thereto free and clear of all liens, charges, encumbrances, claims and equities;

(d) represents and warrants that the undersigned owns the Purchased Homeland Common Shares being deposited within the meaning of applicable securities laws;

(e) represents and warrants that the deposit of the Purchased Homeland Common Shares complies with applicable securities laws;

(f) represents and warrants that the jurisdiction of residence of the undersigned is as specified below;

(g) represents and warrants that the undersigned is an "Eligible Shareholder" (as such term is defined in the Offer);

(h) directs the Offeror and the Depositary, upon the Offeror taking up the Purchased Homeland Common Shares: (a) to issue or cause to be issued certificates representing common shares of the Offeror (the **"Chrysalis Common Shares"**) to which the undersigned is entitled for the Purchased Homeland Common Shares under the Offer in the name indicated below and to send such certificates representing Chrysalis Common Shares by first class insured mail, postage prepaid, to the address, or to hold the same for pickup, as indicated below; and (b) to return any certificates for Homeland Common Shares not purchased under the Offer to the address indicated below in Block A (and if no name, address or delivery instructions are indicated, to the undersigned at the address of the undersigned as shown on the registers maintained by Homeland);

(i) irrevocably constitutes and appoints any officer of the Offeror, and each of them and any other persons designated by the Offeror in writing, the true and lawful agent, attorney and attorney-in-fact and proxy of the undersigned with respect to the Purchased Homeland Common Shares taken up and paid for under the Offer, and with respect to any and all dividends, distributions, payments, securities, rights, assets or other interests, declared, paid, issued, distributed, made or transferred on or in respect of the Purchased Homeland Common Shares on or after the date of the Offer, effective on and after the Effective Date, with full power of substitution, in the name of and on behalf of the undersigned (such power of attorney being deemed to be an irrevocable power coupled with an interest):

(i) to register or record, transfer and enter the transfer of Purchased Homeland Common Shares on the appropriate register of Shareholders maintained by Homeland; and

(ii) to exercise any and all rights of the undersigned, including, without limitation, to vote, execute and deliver any and all instruments of proxy, authorizations or consents in respect of all or any of the Purchased Homeland Common Shares, revoke any such instrument, authorization or consent given prior to or after the Effective Date, designate in any such instruments of proxy any person or persons as the proxy or the proxy nominee or nominees of the undersigned in respect of such Purchased Homeland Common Shares for all purposes including, without limitation, in connection with any meeting (whether annual, special or otherwise) of holders of Homeland Common Shares (or adjournment thereof), and execute, endorse and negotiate, for and in the name of and on behalf of the registered holder of Purchased Homeland Common Shares, any and all cheques or other instruments, respecting any distribution payable to or to the order of such registered holder in respect of the Purchased Homeland Common Shares;

and as of the Effective Date, revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Purchased Homeland Common Shares;

(j) agrees, effective on and after the Effective Date, not to vote any of the Purchased Homeland Common Shares at any meeting (whether annual, special or otherwise and any adjournments thereof) of holders of securities of Homeland and, except as may otherwise be agreed, not to exercise any and all of the other rights or privileges attached to the Purchased Homeland Common Shares, and agrees to execute and deliver to Offeror any and all instruments of proxy, authorizations or consents in respect of the Purchased Homeland Common Shares and to designate in any such instruments of proxy the person or persons specified by Offeror as the proxy or proxy nominee or nominees of the holder of the Purchased Homeland Common Shares and acknowledges that upon such appointment, all prior proxies given by the holder of such Purchased Homeland Common Shares with respect thereto shall be revoked and no subsequent proxies may be given by the holder with respect thereto;

(k) if Homeland should declare or pay any cash dividend, stock dividend or make any other distribution on or issue any rights with respect to any of the Homeland Common Shares which is or are payable or distributable to the Shareholders of record on a record date which is prior to the date of transfer into the name of the Offeror or its nominees or transferees on the registers maintained by Homeland of such Homeland Common Shares following acceptance thereof for purchase pursuant to the Offer, then the whole of any such dividend, distribution or right will be received and held by the depositing Shareholder for the account of the Offeror and shall be promptly remitted and transferred by the undersigned to the Depositary for the account of the Offeror, accompanied by appropriate documentation of transfer. Pending such remittance, the Offeror will be entitled to all rights and privileges as the owner of any such dividend, distribution or right, and the Offeror may withhold the entire consideration payable by the Offeror pursuant to the Offer or deduct from the consideration payable by the Offeror pursuant to the Offer the amount or value thereof, as determined by the Offeror in its sole discretion;

(l) covenants to execute, upon request, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Homeland Common Shares to the Offeror;

(m) acknowledges that all authority conferred or agreed to be conferred by the undersigned herein may be exercised during any subsequent legal incapacity of the undersigned and shall survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned; and

(n) by virtue of the execution of this Letter of Transmittal, shall be deemed to have agreed that all questions as to validity, form, eligibility (including timely receipt) and acceptance of any Homeland Common Shares deposited pursuant to the Offer will be determined by the Offeror in its sole discretion and that such determination shall be final and binding and acknowledges that there shall be no duty or obligation on the Offeror, the Depositary, or any other person to give notice of any defect or irregularity in any deposit and no liability shall be incurred by any of them for failure to give any such notice.

FORM OF PAYMENT

Under the Offer, the undersigned hereby agrees to receive for the Purchased Homeland Common Shares such number of Chrysalis Common Shares for each deposited Homeland Common Share as is payable pursuant to the terms of the Offer by the issuance of a certificate representing such Chrysalis Common Shares registered as per the instructions of the Homeland Shareholder in this letter.

BLOCK A	**BLOCK B**
ISSUE CERTIFICATE IN THE NAME OF (please print or type):	SEND CERTIFICATE (UNLESS BLOCK C IS CHECKED) TO (please print or type): ☐ Same address as Box A or to:
(Name)	(Name)
(Street Address and Number)	(Street Address and Number)
(City and Province)	(City and Province)
(Country and Postal Code)	(Country and Postal Code)
(Telephone - Business Hours)	
(Social Insurance No.)	
NOTE: **The Offer is not available to Shareholders who are resident in, or subject to the Laws of, the United States of America.**	

BLOCK C

☐ HOLD CERTIFICATE FOR PICKUP AT THE OFFICE OF THE DEPOSITARY IN TORONTO, ONTARIO

SHAREHOLDER SIGNATURE

By signing below, the Shareholder expressly agrees to the terms and conditions set forth herein.

Dated ______________________________, 2007:

____

Signature of Shareholder or
Authorized Representative (see Instruction 4)

____

Name of Shareholder (please print or type)

____

Address (please print or type)

(   ) ________________________________

Area Code & Telephone Number during Business Hours

INSTRUCTIONS

1. **Use of Letter of Transmittal**.

   (a) This Letter of Transmittal together with accompanying certificates representing the Purchased Homeland Common Shares must be received by the Depositary at the office specified below prior to the Expiry Time, unless the Offer is extended or withdrawn.

   (b) The method used to deliver this Letter of Transmittal and any accompanying certificates representing Homeland Common Shares is at the option and risk of the Shareholder, and delivery will be deemed effective only when such documents are actually received. The Offeror recommends that the necessary documentation be hand delivered to the Depositary, at the office specified below, and a receipt obtained; otherwise the use of registered mail with return receipt requested, properly insured, is recommended. Shareholders whose Homeland Common Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those Homeland Common Shares.

2. **Signatures**. This Letter of Transmittal must be completed and signed by the Shareholder accepting the Offer or by such Shareholder's duly authorized representative (in accordance with paragraph 4 below).

   (a) If this Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s), such signature(s) on this Letter of Transmittal must correspond with the name(s) as registered or as written on the face of such certificate(s) without any change whatsoever, and the certificate(s) need not be endorsed. If such transmitted certificate(s) are owned of record by two or more joint owners, all such owners must sign the Letter of Transmittal.

   (b) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the accompanying certificate(s) or if certificate(s) representing Chrysalis Common Shares are to be issued to a person other than the registered holder(s):

      (i) such deposited certificate(s) must be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s); and

      (ii) the signature(s) on such power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and must be guaranteed as noted in instruction 3 below.

3. **Guarantee of Signatures**. If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Purchased Homeland Common Shares, if the certificate(s) representing Chrysalis Common Shares are to be issued to a person other than such registered owner(s), or if Purchased Homeland Common Shares not purchased are to be returned to a person other than such registered owner(s) or sent to an address other than the address of the registered owner(s) as shown on the registers of Homeland, such signature must be guaranteed by an Eligible Institution, or in some other manner satisfactory to the Depositary (except that no guarantee is required if the signature is that of an Eligible Institution).

   An **"Eligible Institution"** means a Canadian Schedule 1 chartered bank, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP) (members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Dealers Association of Canada, members of the National Association of Securities Dealers or banks and trust companies in the United States).

4. **Fiduciaries, Representatives and Authorizations**. Where this Letter of Transmittal is executed by a person on behalf of an executor, administrator, trustee, guardian, corporation, partnership or association or is executed by any other person acting in a representative capacity, such person should so indicate when

signing and this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. The Offeror or the Depositary at its discretion, may require additional evidence of authority or additional documentation.

5. **Partial Tenders**. If less than the total number of Homeland Common Shares evidenced by any certificate submitted is to be deposited, fill in the number of Homeland Common Shares to be deposited in the appropriate space on this Letter of Transmittal. In such case, new certificate(s) for the number of Homeland Common Shares not deposited will be sent to the registered holder as soon as practicable after the Expiry Time. The total number of Homeland Common Shares evidenced by all certificates delivered will be deemed to have been deposited unless otherwise indicated.

6. **Miscellaneous**.

   (a) If the space on this Letter of Transmittal is insufficient to list all certificates for Purchased Homeland Common Shares, additional certificate numbers and number of Purchased Homeland Common Shares may be included on a separate signed list affixed to this Letter of Transmittal.

   (b) If Purchased Homeland Common Shares are registered in different forms (e.g. **"John Doe"** and **"J. Doe"**), a separate Letter of Transmittal should be signed for each different registration.

   (c) No alternative, conditional or contingent deposits will be accepted. All depositing Shareholders, by execution of this Letter of Transmittal, waive any right to receive any notice of acceptance of the Purchased Homeland Common Shares for payment.

   (d) The Offer and any agreement resulting from the acceptance of the Offer will be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein and the Shareholder covered by this Letter of Transmittal hereby unconditionally and irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts of appeal therefrom.

   (e) Additional copies of the Offer and Circular and the Letter of Transmittal may be obtained from the Depositary at its office at the address listed on the last page of this document.

7. **Lost Certificates**. If a share certificate has been lost or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, to the Depositary. The Depositary will respond with the replacement requirements which must be properly completed and returned to the Depositary prior to the Expiry Time.

The Depositary for the Offer is:

EQUITY TRANSFER & TRUST COMPANY

For Information Call:

Telephone: (416) 342-1091
Toll Free (within Canada and the U.S.): 1-866-393-4891

E-mail: investor@equitytransfer.com

For Delivery by Mail, Courier, or by Hand:

200 University Avenue
Suite 400
Toronto, Ontario M5H 4H1
Canada

Any questions and requests for assistance may be directed by Shareholders to the Depositary at the telephone number and location set forth above.