THIS IS EXHIBIT " 11 " referred to in
the Affidavit of Canute Tagseth
SWORN before me at Saskatoon
this 29th day of
October, 20 09

A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan
Being a Solicitor – OR –
My Commission expires ____________

## COLLATERAL MORTGAGE

**WHEREAS BIG SKY FARMS INC.**, a corporation incorporated pursuant to the provisions of ***The Business Corporations Act*** in the Province of Saskatchewan (the "Mortgagor") whose postal address is 905 - 5th Avenue P.O. Box 610, Humboldt, SK S0K 1M5, has agreed to borrow the principal amount of THREE MILLION ($3,000,000.00) Dollars (the "Loan" or "Principal Amount") from **GOLDEN OPPORTUNITIES FUND INC.**, a corporation incorporated pursuant to the laws of the Province of Saskatchewan, with head office at 1300 - 410 - 22nd Street East, Saskatoon, Saskatchewan, S7K 5T6 and **FCC VENTURES**, a division of Farm Credit Canada, a Federal Crown Corporation, with head office at 3820 - 700 - 2nd Street SW, Calgary, Alberta, T2P 2W2, (hereinafter collectively referred to as the "Mortgagee") pursuant to a certain investment agreement in writing dated October 2, 2006, and pursuant to secured subordinated debentures in writing dated October 16, 2006, (said investment agreement and debentures, as the same or any of them may be amended from time to time, being hereafter referred to collectively as the "Investment Agreement").

**AND WHEREAS** it is a condition of the Investment Agreement that the Mortgagor provide the within mortgage as security for the obligations of the Mortgagor to the Mortgagee.

**NOW THEREFORE** the Mortgagor, being registered as owner of the lands and premises described in Schedule "A", and being the owner of a leasehold estate of the lands and premises described in Schedule "B", hereto (herein sometimes referred to as the "Land" or "Lands"), in consideration of these premises and the sum of THREE MILLION ($3,000,000.00) Dollars (herein called the "Principal Amount") to be loaned to the Mortgagor and all other obligations of the Mortgagor to the Mortgagee pursuant to the Investment Agreement, does hereby acknowledge, covenant and agree with the Mortgagee as follows:

A. **Principal**

The Principal Amount shall be repaid to the Mortgagee in Five (5) equal annual instalments of $600,000 each commencing on November 15, 2008, and on November 15 in each year thereafter to and including the Maturity Date, being November 16, 2012, with any balance to be paid in full on the Maturity Date.

In addition to any interest payable under B herein, all accrued and unpaid interest on the amount outstanding from time to time hereunder (the "Outstanding Principal Amount") and Additional Interest and all fees and other amounts due and payable hereunder shall be repaid to the Mortgagee by the Mortgagor on the Maturity Date.

B. **Interest**

The Mortgagor shall pay to the Mortgagee interest on the Outstanding Principal Amount, at the rate of Twelve and one-half percent (12.5%) per annum, calculated monthly and payable monthly in arrears on the fifteenth (15th) day of each month, or if the fifteenth (15th) day of any particular month is not a Business Day, then on the Business Day next following (each an "Interest Payment Date"), commencing November 15, 2006, both before and after demand

and before and after default, judgment and execution from the date thereof until payment in full of all amounts owning to the Mortgagee hereunder have been paid, in accordance with the terms of A supra.

The Mortgagor shall also pay to the Mortgagee interest on any overdue and unpaid interest at the said interest rate calculated monthly payable on demand, from the date the interest is due until paid in full to the Mortgagee. If the date of any advance is not the fifteenth ($15^{th}$) day of a month, the first interest payment shall include all interest payable from the date of advance, up to and including the first Interest Payment Date. Interest shall be paid on a monthly basis thereafter from the last Interest Payment Date to the Interest Payment Date of the next succeeding month.

C. **Additional Interest**

The Mortgagor shall also pay to the Mortgagee interest (the "Additional Interest") on the Outstanding Principal Amount, at the rate of four per cent (4%) per annum, or such other interest rate as would ensure that, when taken together with all other interest paid by the Mortgagor to the Mortgagee hereunder, would result in a pre-tax internal rate of return to the Mortgagee on the principal amount of the Loan equal to sixteen and one-half per cent (16.5%) per annum, calculated and compounded annually (the "Additional Interest Rate") and payable on the Maturity Date (unless the Loan is prepaid in full earlier in which case all accrued Additional Interest shall be payable forthwith).

D. **Payments by the Mortgagor**

Any payment by the Mortgagor on account of any amount due and payable by it hereunder, whether on account of principal, interest, premiums, fees, costs and expenses or otherwise, shall be made by the Mortgagor to the Mortgagee and no such payment by the Mortgagor shall be effective until such time as it is so received by the Mortgagee. Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be, payable on such date. All payments to be made by the Mortgagor to the Mortgagee shall be in immediately available funds and received by the Mortgagee no later than 1:00pm (Saskatoon time) on the date of payment in order to obtain same day credit. Any such payment so received after such time on such date shall be deemed to have been paid, and shall be credited, on the next Business Day. Any interest on any portion of the Loan which is not paid when due shall bear interest as if such unpaid interest was an unpaid principal amount under the Loan. All payments received by the Mortgagee shall be applied by the Mortgagee to pay, in reverse order of maturity, all interest on overdue interest, all interest payments due and owing, all Additional Interest on any Prepayment Amount paid in accordance with the terms of E hereto and the Outstanding Principal Amount, in that order.

E. **Optional Prepayment**

The Mortgagor shall have the right, at any time following the end of the thirtieth ($30^{th}$ )

month following October 16, 2006, when not in default under this mortgage, to prepay, in whole or in part, the then Outstanding Principal Amount (any amount so paid being referred to as a "Prepayment Amount") and any Additional Interest on the Prepayment Amount and any capitalized, accrued and unpaid interest thereon on the following terms:

(i) The Mortgagor must give the Mortgagee a minimum of five (5) days irrevocable written notice of any Prepayment Amount to be repaid; and

(ii) the Mortgagor must pay to the Mortgagee, at the time of any prepayment, a make-whole payment equivalent to the following:

| | |
|---|---|
| (i) If prepayment is prior to 36 months after October 16, 2006; | 4% x Prepayment Amount |
| (ii) if prepayment is after 36 months and prior to 48 months after October 16, 2006; | 3% x Prepayment Amount |
| (iii) if prepayment is after 48 months and prior to 60 months after October 16, 2006; | 2% x Prepayment Amount |
| (iv) if prepayment is after 60 months and prior to 72 months after October 16, 2006; | 1% x Prepayment Amount |

Any such repayment shall be applied by the Mortgagee to prepay, in reverse order of maturity, all interest on overdue interest, all interest payments due and owning, all accrued Additional Interest on the Prepayment Amounts and all Outstanding Principal Amounts, in that order.

Notwithstanding the foregoing, no prepayment may be made by the Mortgagor if such prepayment would have a material adverse effect on the Mortgagor and its Affiliates (Drycast Systems Inc. and Big Sky Management Consulting Corp., and any other present or future direct or indirect subsidiary of the Mortgagor) taken as a whole, as determined by the Mortgagor's board of directors, acting reasonably and in good faith.

The notice provisions and provisions as to application of prepayment monies in reverse order of maturity as set out in this paragraph shall also apply mutatis mutandis to partial prepayments.

F. **Mandatory Prepayment**

At the option of the Mortgagee to be exercised by notice in writing to the Mortgagor within fifteen (15) days of any Sale of the Mortgagor (which means the sale to a third party by the Mortgagor of all or substantially all of its assets, or by the Mortgagor of fifty percent (50%) or more (by votes) of the voting shares of any of its Affiliates or subsidiaries, provided any such sale constitutes all or substantially all of the Mortgagor's assets) the Mortgagor shall, unless the Mortgagee otherwise agrees (acting reasonably), pay an amount (the "Mandatory Payment Amount") equal to the net proceeds from or attributable to any Sale of the Mortgagor. Any such Mandatory Prepaid Amount shall be applied by the Mortgagee to prepay, in reverse order of maturity, all interest on overdue interest, all interest payments due and owing, all accrued Additional Interest on the Mandatory Prepayment Amount, and the then Outstanding Principal Amount, in that order.

G. **Division of Payments between Mortgagees**
All payments made under this mortgage shall be allocated on a 50/50 basis between the two Mortgagees.

**THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS MORTGAGE:**

1. **Definitions.** In this Mortgage, the followings terms shall have the following meanings:

   a) **"Bankruptcy Legislation"** means any present or future laws relating to bankruptcy or insolvency reorganization, or compromise of debts or other similar laws, including without limitation the ***Bankruptcy and Insolvency Act*** and the ***Companies Creditors Arrangements Act***;

   b) **"Business Day"** means a day other than a Saturday, Sunday or statutory holiday or any day on which banks are generally not open for business in the place where the registered office of the Corporation is located;

   c) **"Contaminant"** means any solid, liquid, gas, odour, heat, sound, smoke, waste, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause:

      i) impairment of the quality of the natural environment for any use that can be made of it;
      ii) injury or damage to property or to plant or animal life;

      iii) harm or material discomfort to any person;

      iv) an adverse affect on the health of any person;

      v) impairment of the safety of any person;

      vi) rendering any property or plant or animal life unfit for use by man;

      vii) loss of enjoyment of normal use of property; or

      viii) interference with the normal conduct of business, and includes any pollutant or contaminant as defined in any Environmental Laws and any biological, chemical or physical agent which is regulated, prohibited, restricted or controlled;

provided that this definition shall not extend to the production or storage of any substance related to the Mortgagor's business operations provided that the Mortgagor conducts such operations in compliance with all applicable Environmental Laws;

d) **"Costs"** means all reasonable fees, costs, charges and expenses of the Mortgagee of and incidental to:

i) the negotiation, preparation, execution, subordination, postponement and registration of the Mortgage and any other instruments connected herewith and every renewal or discharge hereof;

ii) the collection of any amounts payable hereunder, enforcement of any covenants contained herein and the realization of the security herein contained;

iii) procuring or attempting to procure payment of any Indebtedness or any other amounts due and payable hereunder, including foreclosure, power of sale or execution proceedings commenced by the Mortgagee or any other party;

iv) any inspection required to be made of the Mortgaged Premises, or review of plans, specifications and other documentation which may require the approval or consent of the Mortgagee;

v) all repairs and replacements required to be made to the Mortgaged Premises;

vi) the Mortgagee having to go into possession of the Mortgaged Premises and secure, complete and equip the building or Improvements in any way in connection herewith;

vii) the Mortgagee's renewal of any leasehold interest;

viii) the exercise of any of the powers of a Receiver contained herein; and

ix) all solicitor's costs, charges and expenses relating to any of the foregoing and any necessary examination of title to the Mortgaged Premises.

For greater certainty, Costs shall:

i) extend to and include reasonable legal costs incurred by the Mortgagee as between solicitor and his own client;

ii) be payable forthwith by the Mortgagor;

iii) bear interest at the Interest Rate; and

iv) be a charge on the Mortgaged Premises;

e) **"Environmental Laws"** means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules, regulations, licences, orders, permits, decisions or requirements concerning Contaminants, occupational or public health and safety or the environment and any other order, injunction, judgment, declaration, notice or demand issued thereunder;

f) **"Event of Default"** has the meaning ascribed to it in Section 12 of this Mortgage;

g) **"Fixtures"** includes all fixtures, buildings, erections, appurtenances, plants and Improvements, fixed or otherwise, now or hereafter put on the Lands, including without limitation all fences, elevators, furnaces, boilers, oil burners, water heaters, electric light fixtures, window blinds, screen and storm doors and windows, and all air conditioning, plumbing, cooling, ventilating, cooking, refrigeration and heating equipment and all other apparatus and equipment appurtenant to the Mortgaged Premises;

h) **"Improvement"** includes any construction, installation, alteration, addition, repair or demolition to any part of the Mortgaged Premises now existing or hereafter constructed or to be constructed on the Lands;

i) **"Indebtedness"** means all moneys and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, by the Mortgagor pursuant to the Investment Agreement, this Mortgage, or any other instrument given, issued or executed pursuant to any of them, and given by the Mortgagor, and all interest, damages and Costs, and all premiums or insurance upon any Fixtures, Taxes or other amounts paid by the Mortgagee in accordance with the provisions of this Mortgage;

j) **"Interest Rate"** means the loan interest rate charged from time to time under the terms of this Mortgage;

k) **"Mortgage"** means this mortgage of the Lands made pursuant to ***The Land Titles Act*** of Saskatchewan to which the Mortgagor and the Mortgagee are parties and any amendments from time to time made hereafter by the Mortgagor and Mortgagee in writing in accordance with the provisions hereof;

l) **"Mortgaged Premises"** means the Land and all Fixtures;

m) **"Permitted Encumbrances"** means any of the following liens, privileges, charges, encumbrances or other rights:

a) liens or privileges for taxes, assessments, rates, duties, levies or governmental fees or charges (in connection with the Mortgagor or its Affiliates, which as a manner of law would be entitles to priority over the charges and security created by this Agreement);

i) which are not at the time due; or

ii) which are due but the validity of which is being contested in good faith at the time and in respect of which the Mortgagor or an Affiliate has furnished such security as the Mortgagees may reasonably require;

b) easements, rights-of-way, servitudes or other similar rights in land (including, without limitation, party wall agreements and easements, rights-of-way and servitudes for railways, sewers, drains, steam, gas and oil pipe lines, gas and water mains, electric light and power and telephone or telegraph lines or cables for televison and other forms of communication, conduits, cables, wires and other incidental equipment) granted to or reserved or taken by other Persons which in the opinion of the Mortgagee will not in the aggregate materially and adversely impair or interfere with the use of the property for the purposes for which it is held and mortgages of or other liens and encumbrances against the said easements, rights-of-way, servitudes or other similar rights in land;

c) reservations in any original grants from the Crown of any land or interest therein, statutory exceptions to title, and reservation of mineral rights (including without limitation coal, oil and natural gas) in any grants from the Crown or from any other predecessors in title;

d) securities to public utilities or to any municipalities or governmental or other public authorities when required by the utility, municipality, governmental or other public authority in connection with the supply of services or utilities to the Mortgagor or its Affiliates;

n) **"Receiver"** shall include one or more of a receiver and a receiver and manager of all or any portion of the Mortgaged Premises appointed by the Mortgagee pursuant to this Mortgage;

o) **"Taxes"** means all taxes, rates and other impositions whatsoever which are now or may hereafter be imposed, charged or levied by any authority creating a lien or charge on the Mortgaged Premises or any part thereof.

2. **Mortgage.** In consideration of the Principal Amount and other good and valuable consideration (the receipt and sufficiency whereof are hereby acknowledged by the

Mortgagor) and as continuing security for the payment to the Mortgagee of the Indebtedness and to secure the performance of all of the obligations of the Mortgagor under the Investment Agreement and this Mortgage or any other instrument given, issued or executed pursuant to any of them, the Mortgagor hereby charges the Mortgaged Premises with payment to the Mortgagee of any ultimate outstanding balance of the Indebtedness due and remaining unpaid and the performance of the Mortgagor's obligations under the Investment Agreement, and hereunder, provided that such security shall be limited to the aggregate of the Principal Amount, Costs and any other amounts payable hereunder, together with interest thereon at the Interest Rate payable as herein provided, and with the powers of sale hereinafter expressed.

3. **<u>Defeasance</u>.** Provided this Mortgage will be void upon payment in full on demand of all Indebtedness and the performance in full of all obligations of the Mortgagor under the Investment Agreement.

4. **<u>Demand</u>.** In the event of any default which is continuing by the Mortgagor in the performance of any of the covenants of the Mortgagor under the Investment Agreement, this Mortgage or any other instrument given, issued or executed pursuant to any of them, the Mortgagor shall be obligated to pay and the Mortgagee shall be entitled to forthwith make demand for payment of all such Indebtedness and any other moneys secured hereby.

5. **<u>Covenants of Mortgagor</u>.** The Mortgagor hereby covenants and declares as follows:

   a) The Mortgagor shall pay to the Mortgagee the Indebtedness at the time or times and in the manner provided in this Mortgage, or any other instrument given, issued or executed pursuant thereto;

   b) The Mortgagor has a good title to the Mortgaged Premises;

   c) The Mortgagor has the right to mortgage the Mortgaged Premises;

   d) On default the Mortgagee shall have quiet possession of the Mortgaged Premises free from all encumbrances other than Permitted Encumbrances;

   e) The Mortgagor will execute such further assurances of the Mortgaged Premises as may be required;

   f) The Mortgagor has done no act to encumber the Mortgaged Premises other than Permitted Encumbrances;

   g) The Mortgagor will pay when and as the same fall due all taxes, rates, levies, assessments, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged property; and in default of payment, the Mortgagee may pay the amount of such taxes, rates, levies, assessments, liens, charges, encumbrances and claims, and all monies so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall constitute Costs hereunder;

h) The Mortgagor shall not remove, destroy, lease, sell or otherwise dispose of any of the Mortgaged Premises or portion thereof or any interest therein. In the event the Mortgaged Premises or any part thereof are sold or disposed of prior to the full discharge of this Mortgage in any manner not authorized by this Mortgage, then all proceeds of such sale or disposition received by the Mortgagor shall be held by the Mortgagor as trustee for the Mortgagee until the Mortgagor has been fully released from this Mortgage by the Mortgagee;

i) The Mortgagor shall place or cause to be placed and keep in force the following insurance in respect of the Lands, Improvements and Fixtures with a company or companies satisfactory to the Mortgagee and the Mortgagee shall receive certified copies of the policies signed by the insurer or insurers and such policies are to be in form and content satisfactory to the Mortgagee:

   i) all risk insurance policy covering the property for its full insurable value including replacement cost, stated amount, earthquake and flood coverages. The loss payable clause must be in favour of the Mortgagee subject to I.B.C. standard mortgage clause; and
   ii) comprehensive general liability insurance in an amount that is satisfactory to the Mortgagee. The named insured must include the Mortgagee.

   All cancellation clauses in the above-mentioned policies, including those contained in the mortgage clause insurance endorsements, are to provide for not less than thirty (30) days' notice to the Mortgagee of cancellation and/or material alteration of the policies;

   The Mortgagee shall be entitled to require coverage of such other risks and perils as the Mortgagee may from time to time consider advisable or desirable and in respect of which insurance coverage may be available;

j) The Mortgagor shall forthwith on the happening of any loss or damage furnish at its expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys; and any insurance moneys received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the premises or be paid to the Mortgagor or any other person appearing by the registered title to be or have been the owner of the Mortgaged Premises or any part thereof or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due; and the Mortgagor does release to the Mortgagee all the claims of the Mortgagor upon the said lands, subject to the said provisos; and the Mortgagee may at any time require any insurance aforesaid to be cancelled and a new insurance policy effected with a company or companies to be approved by the Mortgagee and may without reference to the Mortgagor effect or maintain any insurance upon or in respect of the Mortgaged Premises.

k) The Mortgagor shall allow any employees or authorized agents of the Mortgagee at any reasonable time to enter the premises of the Mortgagor to inspect the Mortgaged Premises and to inspect the books and records of the Mortgagor and make extracts therefrom, and shall permit the Mortgagee prompt access to such other persons as the Mortgagee may deem necessary or desirable for the purposes of inspecting or verifying any matters relating to any part of the Mortgaged Premises or the books and records of the Mortgagor, provided that any information so obtained shall be kept confidential, save as required by the Mortgagee in exercising its rights hereunder. If an Event of Default shall have occurred and be continuing under this clause, the Mortgagor shall pay all costs and expenses of agents required by the Mortgagee for purposes of inspection under this clause (k);

l) Without the prior written consent of the Mortgagee, the Mortgagor shall not create or suffer to exist any charge or encumbrance over all or any portion of the Mortgaged Premises ranking or purporting to rank prior to or pari passu with the charges hereof other than Permitted Encumbrances;

m) All Fixtures are and shall, immediately on being placed upon the Mortgaged Premises, become fixtures and a part of the Mortgaged Premises and form a part of this security, and the Mortgagor hereby grants and releases to the Mortgagee all its claims upon the Mortgaged Premises subject to the proviso for defeasance in section 3 above;

n) The Mortgagee may distrain for arrears of interest and for overdue principal and any other sum payable hereunder. The Mortgagor waives the right to claim exemptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain;

o) The Mortgagee may make any payment or cure any default under any Permitted Encumbrance and may pay and satisfy the whole or any part of any liens, Taxes, charges or encumbrances now or hereafter existing in respect of the Mortgaged Premises. In the event of the Mortgagee making any such payment or curing a default or satisfying any such liens, Taxes, charges or encumbrances it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit so to do;

p) The Mortgagor will keep the Mortgaged Premises in good condition and repair and shall not permit any act of waste to be committed upon the Mortgaged Premises; the Mortgagor shall allow any employees or authorized agents of the Mortgagee at any reasonable time to enter upon and inspect the Mortgaged Premises, including without limitation the right to undertake sod, ground water, environmental or other tests, measurements or surveys in, on or below the Mortgaged Premises. The Mortgagor shall pay all costs and expenses of agents retained by the Mortgagee for the purposes of such inspection. If the Mortgagor neglects to keep the Mortgaged Premises in good condition and repair or commits or permits any act of waste on the Mortgaged Premises (as to which the Mortgagee shall be sole judge), the Mortgagee may make such repairs and replacements as it deems necessary;

q) The Mortgagor shall diligently and continuously maintain, develop and construct the Improvements or cause the Improvements to be maintained, developed and constructed in accordance with plans and specifications previously approved by the Mortgagee, all in a good and workmanlike manner as first class buildings or Improvements and in the event that the Mortgagor shall fail to proceed diligently with any required work for a period of ten (10) consecutive days, the Mortgagee or its representatives may enter onto the Mortgaged Premises and do any or all work which they may consider necessary or desirable to complete such Improvements or to protect the same from deterioration;

r) The Mortgagor shall at all times comply with all of the obligations under the Investment Agreement and other security agreements given by the Mortgagor or to and in favour of the Mortgagee and shall comply with all applicable laws relating to the Mortgaged Premises, including without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, fire, access, public health and safety, and construction lien legislation;

s) All utility services necessary for the operation and use of the Mortgaged Premises for their intended purpose, including, but not limited to, water supply, storm and sanitary sewer facilities, gas, electric and telephone facilities, are available to the boundaries of the Lands;

t) The Lands are contiguous to publicly dedicated streets or roads or highways and vehicular and pedestrian access thereto is permitted or, if not, are the dominant tenement of an easement or easements creating the perpetual right of such access to any such publicly dedicated streets or roads or highways;

u) The Mortgagor will pay or cause to be paid as soon as the same are due all claims and demands of contractors and material men and all wages, salaries, holiday pay, workers compensation assessments or other charges or any nature or kind (the "**Claims**"), which could in any circumstances constitute a lien or charge on the Mortgaged Premises and the Mortgagor will from time to time on demand provide the Mortgagee with such books, payrolls, or other records, receipts, certificates and declarations as the Mortgagee may deem necessary to satisfy itself that such Claims have been paid as soon as the same are due.

6. **Quiet Possession.** Until default of payment or default in performance of its obligations under the Investment Agreement or hereunder, the Mortgagor shall have quiet possession of the Mortgaged Premises.

7. **Compliance with Environmental Laws.** The Mortgagor covenants, represents and warrants to the Mortgagee that:

a) It shall conduct and maintain its business operations and the Mortgaged Premises so as to comply in all respects with all applicable Environmental Laws including obtaining all necessary licences, permits, consents and approvals required to own or operate the Mortgaged Premises and the businesses carried on at or from the Mortgaged Premises;

b) Except as specifically permitted by the Mortgagee in writing, the Mortgagor shall not permit or suffer to exist, in violation of any Environmental Laws, Contaminants or dangerous or potentially dangerous conditions on or affecting the Mortgaged Premises whether on or below the surface of the Lands or located in any Fixtures including, without limitation, any materials containing gasoline, polychlorinated biphenyls, or radio-active substances, underground storage tanks, asbestos or urea formaldehyde insulation;

c) The Mortgagor has no knowledge of the existence of Contaminants or dangerous or potentially dangerous conditions present on the Mortgaged Premises or properties in the vicinity of the Lands which could affect the Mortgaged Premises or the market value thereof;

d) The Mortgagor has not given or received, nor does it have an obligation to give, any notice, claim, communication or information regarding any past, present, planned or threatened treatment, storage, disposal, presence, release or spill of any Contaminant at, on, or under or from the Mortgaged Premises or any property adjacent or proximate thereto, including any notice pursuant to any Environmental Laws or any environmental report or audit. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail upon receipt of any such claim, notice, communication or information or if the Mortgagor becomes aware of any violation or potential violation of the Mortgagor of any Environmental Laws and setting forth the action which the

Mortgagor intends to take with respect to such matter;

e) There is no, and the Mortgagor has not received notice of and has no knowledge or information of any, pending, contemplated or threatened litigation or claim for judicial or administrative action which would adversely affect the Mortgaged Premises or its use or market value including, without limitation, any action pending or threatened by any adjacent or affected land owner relating to the use of the Mortgaged Premises, or the existence on the Mortgaged Premises of, or leakage from the Mortgaged Premises of noxious, dangerous, potentially dangerous, or toxic substances;

f) The Mortgagor shall establish and maintain a system to assure and monitor continued compliance with and to prevent the contravention of Environmental Laws, which system shall include periodic reviews of such compliance;

g) The Mortgagor shall at its expense, if reasonably requested by the Mortgagee in writing, retain an environmental consultant acceptable to the Mortgagee, acting reasonably, to undertake environmental tests and to prepare a report or audit with respect to the Mortgaged Premises and deliver the same to the Mortgagee for its review; and

h) The Mortgagor shall indemnify and save harmless the Mortgagee, its officers, directors, employees, agents and shareholders from and against losses, damages or costs suffered by the Mortgagee in relation to, arising from or in connection with any breach by the Mortgagor of the foregoing covenants in this section 7 and any breach by the Mortgagor or any other person now or hereafter having an interest in the Mortgaged Premises which is asserted or claimed against the Mortgagee; this indemnity shall survive the payment in full of the Indebtedness and the discharge of this Mortgage. The Mortgagee shall hold the benefit of this indemnity in trust for those indemnified persons who are not parties to this Mortgage.

8. **Waivers.** The Mortgagee may waive any breach of the Mortgagor of any of the provisions contained in this Mortgage or any default by the Mortgagor in the observance or performance of any covenant or condition required to be observed or performed by the Mortgagor under the Investment Agreement, or hereunder, provided that no such waiver by the Mortgagee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

9. **Performance of Covenants.** If the Mortgagor shall fail to perform any covenant on its part contained in the Investment Agreement or hereunder, the Mortgagee may in its absolute discretion perform any such covenant capable of being performed by it. If any such covenant requires the payment of money or if the Mortgaged Premises shall become subject to any

encumbrance ranking in priority to the lien hereof other than a Permitted Encumbrance, the Mortgagee may make such payment and/or pay or discharge such encumbrance, but shall be under no obligation to do so. All sums so paid by the Mortgagee shall immediately be payable by the Mortgagor to the Mortgagee, shall bear interest at the Interest Rate until paid in full and shall constitute a charge upon the Mortgaged Premises. No such performance or payment shall relieve the Mortgagor from any default hereunder or any consequences of such default.

10. **Appointment of Monitor**. If in the opinion of the Mortgagee, acting reasonably, a material adverse change has occurred in the financial condition of the Mortgagor, or if the Mortgagee in good faith believes that the ability of the Mortgagor to pay any of its obligations to the Mortgagee or to perform any other covenant contained herein has become impaired, or if an Event of Default has occurred, the Mortgagee may by written notice to the Mortgagor, appoint a monitor (the **"Monitor"**) to investigate any or a particular aspect of the business and affairs of the Mortgagor for the purpose of reporting to the Mortgagee. The Mortgagor shall give the Monitor its full cooperation, including full access to facilities, assets and records of the Mortgagor and to its creditors, customers, contractors, officers, directors, employees, auditors and agents. The Monitor shall not exercise any decision making or other management responsibilities in connection with the affairs of the Mortgagor. The Monitor shall have no responsibility for the affairs of the Mortgagor nor shall it participate in the management of the Mortgagor's affairs. The Monitor shall act solely on behalf of the Mortgagee and shall have no contractual relationship with the Mortgagor as a consultant or otherwise. The appointment of a Monitor shall not be regarded as an act of enforcement of this Mortgage. All reasonable fees and expenses of the Monitor shall be paid by the Mortgagor upon submission to it of a written invoice therefor.

11. **Continuing and Additional Security**. The security hereby constituted is continuing security for the payment of all Indebtedness and the fulfilment of all of the obligations of the Mortgagor under the Investment Agreement or hereunder and such security is in addition to any other security now or hereafter held by the Mortgagee. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the obligations of the Mortgagor hereunder or under the Investment Agreement or the charges created hereby.

12. **Default**. The security hereby created shall become enforceable in each of the following events (each event being herein called an **"Event of Default"**):

a) If the Mortgagee shall make written demand for payment of any Indebtedness, under the Investment Agreement, or hereunder of moneys hereby secured and payment in full has not been received by the Mortgagee forthwith after such demand has been made;

b) If the Mortgagor defaults in the performance or observance of any covenant or condition contained in the Investment Agreement, any other security agreement given by the Mortgagor to the Mortgagee, or hereunder;

c) If there is any material misrepresentation or misstatement contained in any certificate or document delivered by the Mortgagor or any representative of the Mortgagor to the Mortgagee in connection with this Mortgage, the Investment Agreement or the Indebtedness;

d) If the Mortgagor defaults in the performance of any of the covenants, terms, provisos, or conditions of any other security granted by the Mortgagor to the Mortgagee, payment of the principal sum or interest under any other loan between the Mortgagor and the Mortgagee, whether entered into prior to or subsequent to the loan secured by this Mortgage;

e) if the Mortgagor defaults in the performance of any of the covenants, terms and conditions of the Investment Agreement;

f) if the Mortgagor makes default under any mortgage, charge, lien or other encumbrance against the mortgaged property ranking or claiming priority over this mortgage;

g) If the Mortgagor institutes any proceeding or takes any action or executes any agreement or notice of intention to authorize its participation in or commencement of any proceeding:

   i) seeking to adjudicate it a bankrupt or insolvent; or

   ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any Bankruptcy Legislation;

h) Any proceeding is commenced against or affecting the Mortgagor:

   i) seeking to adjudicate it a bankrupt or insolvent;

   ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any Bankruptcy Legislation;

   iii) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any part of its properties and assets, including the

Mortgaged Premises or any part thereof;

i) If an encumbrancer or secured creditor shall appoint a receiver or agent over any part of the Mortgaged Premises, or take possession of any part of the Mortgaged Premises or if any execution, distress or other process of any court becomes enforceable against any of the property of the Mortgagor or a distress or like process is levied upon any of the property;

j) If the Mortgagor takes any proceedings for its dissolution, liquidation or amalgamation with another company or if the corporate existence of the Mortgagor shall be terminated by expiration, forfeiture or otherwise;

k) If any portion of the Mortgaged Premises is expropriated by any governmental body or authority which the Mortgagee in its absolute discretion considers material;

l) If any part of the Mortgaged Premises shall be sold, transferred or otherwise alienated or disposed of by the Mortgagor without the prior written consent of the Mortgagee;

m) If the share structure or voting control of the Mortgagor shall change without the prior written consent of the Mortgagee; and

n) If default occurs under any agreement supplemental hereto or under any other security previously, now or hereafter granted to the Mortgagee by the Mortgagor.

13. **Remedies.** Upon the happening of any Event of Default, in addition to any other rights or remedies available to it hereunder or at common law or equity or pursuant to any statute, the Mortgagee shall have the following rights and powers:

a) To enter upon and possess all or any part of the Mortgaged Premises;

b) To preserve, maintain, complete, construct and build the Mortgaged Premises and make such replacements thereof and changes or additions thereto as it shall deem advisable;

c) On default of payment for at least five (5) days the Mortgagee or its agents or representatives may on giving the notice, if any, required by Section 12 above enter on and/or lease the Mortgaged Premises or on default of payment for at least five (5) days may on at least ten (10) days' notice sell the Mortgaged Premises. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by giving it in accordance with paragraph 27 hereof, and such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability.

d) The Mortgagee may sell the Mortgaged Premises or any part thereof by public auction or private sale for such price as can reasonably be obtained therefor, and on such terms as to credit and otherwise, and with such conditions of sale and stipulations as to title or evidence or commencement of title or otherwise, as it shall in its discretion deem proper, and in the event of any sale on credit or for part cash and part credit, the Mortgagee shall not be accountable for or charged with any moneys until actually received. The Mortgagee may rescind or vary any contract of sale and may buy and resell the Mortgaged Premises or any part thereof without being answerable for loss occasioned thereby. No purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety of any kind; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease hereunder. The Mortgagee may sell or lease without entering into actual possession of the Mortgaged Premises and when it desires to take possession it may break locks and bolts and while in possession or upon any sale or lease the Mortgagee shall be accountable only for moneys which are actually received by it. Sales may be made from time to time of parts of the Mortgaged Premises to satisfy any portion of the Indebtedness or other sums owing hereunder and leaving the Indebtedness or the residue thereof secured hereunder on the remaining Mortgaged Premises. The Mortgagor hereby appoints the Mortgagee its true and lawful attorney and agent to do all things and execute all documents to effectually complete such sale, including the right to make application pursuant to the provisions of any Act of the Province of Saskatchewan or the Dominion of Canada which may be necessary to complete such sale. The Mortgagee may lease or take sale proceedings hereunder notwithstanding that other mortgage proceedings have been taken or are then pending;

e) The Mortgagor may at its sole option declare the whole of the Principal Amount with interest thereon immediately due and payable by the Mortgagor to the Mortgagee;

f) The Mortgagee may foreclose on the Mortgaged Premises or on any other mortgage charge on any other property granted in connection with this Mortgage and in whatever manner and in whatever order the Mortgagee in its sole discretion deems appropriate and the Mortgagor hereby waives any equitable right to marshal any property subject to the within Mortgage charge or any other charge granted as collateral security for the repayment of the Indebtedness, or to require separate sale of any property subject to the within mortgage charge or any other charge granted collateral hereto, or to require the Mortgagee to exhaust its remedies as herein provided for or otherwise available at law with respect to any property so charged by this Mortgage; and

g) The Mortgagee may appoint by instrument any person or persons to be a Receiver of all or any portion of the undertaking, property and assets of the Mortgagor forming the Mortgaged Premises and all rents, issues, incomes and profits to be derived therefrom, to fix the Receiver's remuneration and from to time to remove any Receiver so appointed and appoint another or others in his stead.

14. **Powers of Receiver.**

a) Any Receiver shall have all of the powers of the Mortgagee set forth in this Mortgage and, in addition, shall have the following powers:

i) to carry on the business of the Mortgagor and to enter into any compromise or arrangement on behalf of the Mortgagor;

ii) with the prior written consent of the Mortgagee to borrow money in his name or in the Mortgagor's name, for the purpose of carrying on the business of the Mortgagor and for the preservation and realization of the undertaking, property and assets of the Mortgagor including, without limitation, the right to pay persons having prior charges or encumbrances on properties on which the Mortgagor may hold charges or encumbrances, with any amount so borrowed and any interest thereon to be a charge upon the Mortgaged Premises in priority to this Mortgage;

iii) to make such arrangements, at such time or times as the Receiver may deem necessary without the concurrence of any persons, for the repairing, finishing, adding to, or putting in order the Mortgaged Premises including without restricting the generality of the foregoing to complete, with such variations, additions and deletions as the Mortgagee may approve, the construction of the Mortgaged Premises, or award the same to others to complete, notwithstanding that the resulting cost exceeds the principal amount hereinbefore set forth, and in either of such cases, shall have the right to take possession of and use or permit others to use all or any part of the Mortgagor's materials, supplies, plans, tools, equipment (including appliances on the Lands) and property of every kind and description;

iv) to sell or lease or concur in the selling or leasing of the whole or any part of the Mortgaged Premises and, in exercising the Receiver's foregoing power to sell or lease the Mortgaged Premises, the Receiver may in his absolute discretion:

A) sell or lease the whole or any part of the Mortgaged Premises by public or private tender or by private contract;

B) grant options to purchase or lease or both;

C) grant rights of first refusal to purchase or lease or both;

D) complete any contract for sale, lease, option or right of first refusal;

E) enter into open, exclusive and multiple listing contracts for sale or lease;

F) sign and file subdivision, condominium, strata, consolidation or other plans or declarations;

G) complete and file prospectuses, disclosure statements or affidavits in connection with any proposed disposition of the Mortgaged Premises or any portion or portions thereof;

H) effect a sale or lease by conveying in the name of or on behalf of the Mortgagor or otherwise;

I) make any stipulation as to title or conveyance or commencement of title;

J) rescind or vary any contract of sale, lease, option or right of first refusal;

K) resell or release without being answerable for any loss occasioned thereby;

L) sell on terms as to credit as shall appear to be most advantageous to the Receiver and if a sale is on credit the Receiver shall not be accountable for any moneys until actually received; and

M) make any arrangements or compromises which the Receiver shall think expedient;

b) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Mortgagor for the purposes of:

i) carrying on and managing the business and affairs of the Mortgagor; and

ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Mortgagee shall not be liable for such acts or omissions;

provided that, without restricting the generality of the foregoing, the Mortgagor irrevocably authorizes the Mortgagee to give instructions to the Receiver relating to the performance of its duties as set out herein;

c) No act of the Receiver shall result in the Mortgagee becoming a mortgagee in possession.

d) If the Mortgagor defaults in the performance of any of the covenants, terms, provisos, or conditions of any other security granted by the Mortgagor to the Mortgagee, payment of the principal sum or interest under any other loan between the Mortgagor and the Mortgagee, whether entered into prior to or subsequent to the loan secured by this Mortgage.

e) If the Mortgagor defaults in the performance of any of the covenants, terms and conditions of the Investment Agreement.

15. **Attorney.** The Mortgagor hereby irrevocably nominates, constitutes and appoints the Mortgagee and any person further designated by the Mortgagee as the true and lawful attorney of the Mortgagor for and in the name of the Mortgagor after an Event of Default has occurred and is continuing and this Mortgage or any other security held by the Mortgagee for the Indebtedness or other obligations of the Mortgagor have become enforceable, to execute and deliver any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Mortgagor is obliged to sign, execute or do hereunder and to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Mortgagor and on any Receiver appointed hereunder.

16. **Application of Moneys.** All moneys actually received by the Mortgagee or the Receiver pursuant to Section 13 and 14 of this Mortgage shall be applied:

a) First, in payment of claims, if any, of creditors of the Mortgagor (including any claim of the Receiver pursuant to Clause 14(a)), ranking in priority to the charges created by this Mortgage;

b) Second, in or towards payment of all applicable Costs;

c) Third, in or towards payment or satisfaction of any remaining Indebtedness in such order as the Mortgagee in its sole discretion may determine; and

d) Fourth, subject to applicable law, any surplus shall be paid to the Mortgagor.

17. **Release and Extension**. The Mortgagee may in its sole discretion at all times release any part or parts of the Mortgaged Premises either with or without any consideration therefor, without responsibility therefor and without thereby releasing any other part of the Mortgaged Premises or any person from his obligations under the Investment Agreement, this Mortgage, the Indebtedness or from any of the covenants herein or therein contained and without being accountable to the Mortgagor for the value thereof or for any money except that actually received by the Mortgagee, it being expressly agreed that every part of the Mortgaged Premises into which it is or may hereafter be divided does and shall stand charged with the whole of the amount hereby secured. The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take additional securities, may give any securities up, may abstain from taking securities or from perfecting securities, may accept compositions, and may otherwise deal with the Mortgagor and all other persons and securities as the Mortgagee may see fit without prejudicing the rights of the Mortgagee under this Mortgage.

18. **No Change in Rights**. No sale or other dealing by the Mortgagor with the Mortgaged Premises or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or the amount or terms of any Indebtedness or of the Investment Agreement.

19. **No Merger**. The taking of any judgment or the exercise of any power of seizure or sale shall not operate to extinguish the liability of the Mortgagor to perform its obligations hereunder or to pay the moneys hereby secured, shall not operate as a merger of any covenant herein contained or affect the right of the Mortgagee to interest at the Interest Rate in effect from time to time hereunder, and the acceptance of any payment or other security shall not constitute or create any novation. The execution and delivery of this Mortgage or of any instruments or documents supplemental hereto shall not operate as a merger of any representation, warranty, term, condition or other provision contained in any other obligation or indebtedness of the Mortgagor to the Mortgagee or under the Investment Agreement.

20. **Assignment of Rents**. Subject to the proviso for defeasance, and as additional and separate continuing security for the Mortgagor's obligations under the Investment Agreement and hereunder, the Mortgagor hereby assigns to the Mortgagee subject to the rights of the holders of the Permitted Encumbrances all present and future leases of the Mortgaged Premises or any part thereof, and all rents, issues, incomes and profits now or hereafter derived from the leases or the Mortgaged Premises or any part thereof together with the benefit of all covenants, agreements and provisos contained in such leases. The Mortgagor will execute and deliver to the Mortgagee, from time to time, upon the request of the Mortgagee and at the expense of the Mortgagor, assignments in registrable form in the Mortgagee's usual form of all leases and rents relating to the Mortgaged Premises and such other notices or documents as may be required by the Mortgagee. Until an event of default occurs under the

Mortgage, the Mortgagor may demand, receive, collect and enjoy the rents only as the same fall due and payable and, except for the last month's rental, not in advance, but nothing shall permit or authorize the Mortgagor to collect or receive rents contrary to the covenants contained herein. Nothing in this Mortgage shall make the Mortgagee responsible for the collection of rents payable under any lease of the Mortgaged Premises or any part thereof or for the performance of any covenants, terms and conditions contained in any such lease. The Mortgagee shall be liable to account only for such rents as actually come into its hands after the deductions of reasonable collection charges in respect thereof and may apply such rents to the repayment of the Indebtedness and Costs.

21. **Interpretation**. Unless the context otherwise requires, words importing the singular include the plural and vice-versa and words importing gender include all genders; all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagee shall be equally secured to and exercisable by its successors and assigns; all covenants and liabilities entered into or imposed hereunder upon the Mortgagor shall be equally binding upon its heirs, executors, administrators, and assigns or successors and assigns as the case may be; all such covenants, liabilities and obligations shall be joint and several; time shall be of the essence hereof, and all provisions hereof shall have effect notwithstanding any statute to the contrary.

22. **Headings**. The division of this Mortgage into separate sections, paragraphs and clauses and the insertion of headings are included for convenience of reference only and are not intended to affect the construction or interpretation of the Mortgage nor are they intended to be full or accurate descriptions of the contents.

23. **No Obligation to Advance**. Neither the execution nor registration of this Mortgage, nor the advance of any moneys of any amounts secured hereby shall bind the Mortgagee to advance any of the Principal Amount secured hereby or any part thereof, but nevertheless the charges created hereby shall take effect upon execution hereof.

24. **Disclosure of Information**. The Mortgagor acknowledges that pursuant to the provisions of applicable construction lien legislation, ***The Personal Property Security Act, 1993*** and other similar legislation, the Mortgagee may be obliged to release information relating to the Investment Agreement, this Mortgage, the Indebtedness and any amounts advanced thereunder or secured hereby. The Mortgagor hereby authorizes the Mortgagee to release all such information and any other information it may, from time to time, be required to release by law to those entitled to such information. The Mortgagor further agrees to pay all costs and expenses which may be incurred by the Mortgagee, including solicitor and his own client fees, in connection with the Mortgagee obtaining and releasing information to third parties, as required by the relevant legislation.

25. **Discharge**. After payment in full of all Indebtedness and Costs and the performance of all of the Mortgagor's obligations under the Investment Agreement and hereunder, the Mortgagee shall within a reasonable period of time after receipt of a written request therefor from the Mortgagor, provide the Mortgagor with a discharge of the Mortgage or an

assignment or transfer of the Mortgage if so required and directed by the Mortgagor; any such discharge, assignment or transfer shall be prepared by the Mortgagee at the expense of the Mortgagor.

26. **Proper Law.** This Mortgage shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

27. **Notice and Payments.** Any payments not received by the Mortgagee by 1:00 p.m. (Saskatoon time) on a Business Day shall be deemed to have been received on the next Business Day. Any notice required or desired to be given hereunder or under any instrument supplemental or collateral hereto shall be in writing and may be given by personal delivery, by facsimile or other means of electronic communication or by sending the same by registered mail postage prepaid, to the Mortgagor or the Mortgagee at their addresses set out on page 1 of this Mortgage and, in the case of electronic communication, to the facsimile numbers set forth below:

    a) in the case of the Mortgagee, FCC VENTURES, to facsimile number 403-292-8621;

    b) in the case of the Mortgagee, GOLDEN OPPORTUNITIES FUND INC., to facsimile number 306-652-8186; and

    c) in the case of the Mortgagor, to facsimile number 306 - 682 - 5042.

    Any notice so delivered shall be conclusively deemed given when personally delivered. Any notice sent by facsimile or other means of electronic transmission shall be deemed to have been delivered on the Business Day following the sending of the notice, and any notice so mailed shall be conclusively deemed given on the third Business Day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall not be given by mail.

28. **Variation, Renewal & Extension.** Provided always, and the same is hereby reserved and agreed, that the terms of this Mortgage including, but not restricted to, the terms of repayment of and the rate of interest payable under this Mortgage, the term of this Mortgage and payment amounts, may be varied, extended, increased or decreased, or otherwise amended as the Mortgagee and the then registered owner(s) of the said lands may determine and agree in writing, from time to time and whether before, as at, or after the then maturity date of this Mortgage, and all of the same without prejudice to the rights of the Mortgagee against either the initial Mortgagor hereunder or any person(s) liable for the payment of the moneys secured by this Mortgage; further, any alteration aforesaid may, but need not, be registered against the said lands and whether or not so registered,

this Mortgage, as so altered, shall rank in priority to any and all interests registered against said lands subsequent to the registration of this immediate Mortgage document as if, and to the extent that, said alteration had been registered before the registration of any of said subsequent interests.

Notwithstanding other terms herein, in the event that the Mortgagee shall agree to renew or extend the term of this Mortgage, such renewal or extension (and the rate of interest, term, instalment and other stipulations of such renewal or extension) shall be binding upon the Mortgagor, the then registered owner(s) of the lands, its successors in title and assigns, and all subsequent mortgages, encumbrances and other interests in or of the said lands (subsequent to this Mortgage and together hereinafter called **"Subsequent Encumbrances"**) and shall take full priority over all Subsequent Encumbrances, whether or not the said renewal or extension is filed or recorded by caveat at the applicable Land Titles Office and whether or not the rate of interest payable or payment amortization period applicable during the renewal or extension term is greater than or less than the rate or amortization agreed to in the Investment Agreement.

29. **Investment Agreement**. The Mortgagor acknowledges and agrees that the terms and conditions contained in the Investment Agreement made between the Mortgagee and the Mortgagor, together with such amendments thereto as may be agreed to between the Mortgagor and the Mortgagee from time to time, be and the same are hereby by this reference incorporated as part of the within Mortgage. Notwithstanding the generality of the foregoing, the terms of the Investment Agreement shall not merge with or be extinguished by any of the terms and conditions of the within Mortgage but shall continue to be in full force and effect; **AND** in the event of any inconsistency or conflict between the provisions of the Investment Agreement and the terms of the within Mortgage, the provisions of the Investment Agreement shall prevail.

30. **Attornment**. For the purpose of better securing the moneys secured hereby, the Mortgagor does hereby attorn to and become tenant of the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable from time to time hereunder to be paid in the manner and at the times hereinbefore appointed and the legal relationship of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor, and on payment of the said rent the same shall be applied to the Indebtedness; **PROVIDED THAT** the Mortgagee may at any time after default in payment or performance of any covenants or conditions hereunder, enter into and upon the Mortgaged Premises or any part thereof, and determine the tenancy hereby created, without giving any notice to quit; **BUT IT IS AGREED** that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any moneys except those actually received, whether from a tenant or otherwise.

31. **<u>Farm Lands.</u>** Notwithstanding anything to the contrary herein contained, in the event that the mortgaged property is or includes farm lands:

(a) In addition to the Mortgagor's obligations herein to insure the mortgaged property, the Mortgagor covenants and agrees to forthwith insure and during the continuance of this mortgage keep insured in favour of the Mortgagee against loss or damage by hail and such perils as the Mortgagee may require, all crops now or hereafter to be grown on the land;

(b) The Mortgagor will in each year during the currency of this mortgage either put into crop or summer fallow in good, proper and husbandlike manner every portion of the land which has been or may hereafter be brought under cultivation, and will keep the land clean and free from all noxious weeds and generally see that the mortgaged property does not depreciate in any way; and

(c) The Mortgagor will pay when and as the same fall due any charges for keeping down and destroying noxious weeds on the land in default of payment the Mortgagee may pay the same, and all monies so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee upon demand and shall constitute Costs hereunder.

32. **<u>Leasehold Interest</u>**. If the interest of the Mortgagor in the mortgaged property derives from a lease, sublease, agreement to lease, tenancy, right of use or occupation, right of first refusal to lease, option to lease or license of the mortgaged property (such lease, sublease, agreement to lease, tenancy, right of use or occupation, right of first refusal to lease, option to lease or license including any renewal, extension, modification, replacement or assignment thereof is hereinafter collectively called the "lease"), then the following additional provisions apply with respect to such interest:

(a) all references in this mortgage to "mortgaged property" shall include all right, title and interest of the Mortgagor from time to time in and to the lease and the lands and premises demised under the lease, including any greater right, title or interest therein or in any part thereof acquired after the date of this mortgage;

(b) the Mortgagor grants, mortgages, demises, sub-leases and charges to the Mortgagee all estate, term, right, title and interest of the Mortgagor in and to the lease and the mortgaged property, together with any and all other, further or additional title, estate, interest or right therein or any part thereof which may at any time be acquired by the Mortgagor in or to the lands and premises demised by the lease during the term of the mortgage, and all benefit and advantage therefrom for the Mortgagee including any right or option to purchase or to lease contained therein, to have and to hold for and during the remainder of the term of the lease, save and except the last day thereof, as security for the payment to the Mortgagee of the Indebtedness, and all other amounts secured by this mortgage and for the performance of all liabilities and obligations secured by this mortgage upon the terms set out in this mortgage.

33. **Representations and Warranties regarding Leasehold Title**. If this mortgage is a mortgage of a leasehold estate, the Mortgagor represents and warrants to the Mortgagee that:

(a) the leasehold estate which is the subject of this mortgage arises under the lease, which has not been further modified or amended;

(b) the lease is a valid, effective and subsisting lease which has not been surrendered or forfeited, and the lease is not presently subject to any assignment, mortgage or other encumbrance;

(c) the Mortgagor has taken possession of the mortgaged property and all sums due under the lease have been paid in full to the date hereof;

(d) the Mortgagor has full power to mortgage the lease (subject to the consent, if necessary, of the lessor).

34. **Covenants regarding Leasehold Title:** If this mortgage is a mortgage of a leasehold estate, the Mortgagor covenants with the Mortgagee that:

(a) it will not modify or amend or consent to any modification or amendment to the lease without the prior written consent of the Mortgagee;

(b) it will not surrender or forfeit or consent to any surrender or forfeiture of the lease, and it will not without prior written consent of the Mortgagee further assign, mortgage or otherwise encumber the lease;

(c) it will not postpone or subordinate its interest in the lease to any other mortgage or encumbrance without the prior written consent of the Mortgagee;

(d) it will faithfully comply with each provision of the lease and will do all things necessary to preserve the lease and the lessee's rights thereunder;

(e) it will promptly notify the Mortgagee of any default under the lease by the Mortgagor, or the giving or receipt of any notice of default in respect thereof, and it agrees to request that the lessor provide the Mortgagee with the opportunity (but not the obligation) to cure any default under the lease and any amount which may be required to be paid by the Mortgagee to cure such default and the costs that of (including any legal costs as between solicitor and client) shall constitute Costs hereunder;

(f) the Mortgagor will notify the Mortgagee of each and every notice of default, demand or claim forwarded to or served upon the Mortgagor by the lessor under the lease;

(g) it will notify the Mortgagee promptly in writing after learning of any condition that with or without the passage of time or the giving of any notice might result in a default under or the termination of the lease;

(h) if the Mortgagor becomes the owner of the freehold title to the mortgage property, then it hereby mortgages to the Mortgagee all of its estate and interest in the mortgaged property, freehold and otherwise, such mortgage to take effect on the Mortgagor acquiring the freehold title thereof, and this mortgage will thereupon be deemed to be a mortgage of the freehold title as if the Mortgagor had been the owner in fee simple at the date of execution of this mortgage and the Mortgagor agrees if so requested by the Mortgagee, to execute in favour of the Mortgagee a mortgage covering the freehold estate on the same terms and conditions as are contained in this mortgage;

(i) it will indemnify the Mortgagee against any claims and demands in respect of the lease, including any legal costs incurred by the Mortgagee in connection therewith, on a solicitor and client basis;

(j) the Mortgagor will at all times promptly observe and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal, or otherwise, and all private covenants and restrictions affecting the mortgaged property or any portion thereof and the Mortgagor will from time to time, upon request of the Mortgagee, provide to the mortgagee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the mortgaged property structural or otherwise, and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation;

(k) if this mortgage is outstanding at the end of the term of the lease, it will at the appropriate time seek a renewal of the lease or the issuance of a new lease in substitution and will promptly notify the Mortgagee if it becomes aware that such a renewed or substituted lease may not be forthcoming. The Mortgagor will provide a copy of any such renewed or substituted lease to the Mortgagee upon issuance, and such a renewed or substituted lease will be included within the definition of the lease hereunder and for greater certainty, will be subject to this mortgage.

(l) The Mortgagor agrees that it will from the date of execution of this mortgage stand possessed of the last day of the term of the lease (whether it is the last date of the present term or of any extended term) and all rights, privileges and options of the Mortgagor under the lease, in trust for the Mortgagee. The Mortgagor further agrees it will assign and dispose of said last day, consistent with the terms of the lease, as the Mortgagee may direct, but subject to the Mortgagor's right of redemption. The Mortgagor irrevocable appoints the Mortgagee as its attorney for on behalf of the Mortgagor and in its name or otherwise to assign the said last day and privileges as the Mortgagee shall at any time direct, consistent with the terms of the lease. The Mortgagor further agrees that upon a sale or other disposition made by the Mortgagee, and if requested by the Mortgagee, to assign the last day and privileges and options relating thereto to the purchaser or assignee and to exercise any and all assignments and transfers for that purpose; and the Mortgagee may at any time, by deed or other instrument, remove the Mortgagor or any other person as trustee for the last day and appoint a new trustee or trustees in its place.

(m) Information: The Mortgagor authorizes the Mortgagee to contact the lessor from time to time to obtain information regarding the rent or other sums payable under the lease, the status of payment thereof and any other information relating to the lease or default thereunder.

(n) Breach: The Mortgage agrees that it will be deemed to constitute a breach of the provisions of this mortgage if the leasehold estate which is the subject of this mortgage ceases to exist.

35. **Statutory Waivers.** The Mortgagor covenants and agrees with the Mortgagee that in the event the mortgaged property is situate in the Province of Saskatchewan and the Mortgagor is a body corporate, the Mortgagor agrees that:

a) ***The Land Contracts (Actions) Act*** of the Province of Saskatchewan shall have no application to any action, as defined in ***The Land Contracts (Actions) Act,*** aforesaid with respect to this Mortgage; and

b) ***The Limitation of Civil Rights Act*** of the Province of Saskatchewan shall have no application to:

i) this Mortgage;

ii) any mortgage, charge or other security for the payment of money made, given or created by this Mortgage;

iii) any agreement or instrument renewing or extending or collateral to this Mortgage or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in sub-division (ii) of this sub-paragraph (b) of this paragraph; or

iv) the rights, powers or remedies of the Mortgagee under this Mortgage or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in sub-division (ii)or subdivision (iii) of this sub-paragraph (b) of this paragraph.

c) The provisions of Part IV of ***The Saskatchewan Farm Security Act***, other than Section 46, shall have no application to the within Mortgage or to any indenture, instrument or agreement entered into by the Mortgagor at any time hereafter, supplemental or ancillary to or in implementation of the within Mortgage and all the benefits of the said Part IV of ***The Saskatchewan Farm Security Act*** are hereby waived by the Mortgagor.

36. **Statutory Mortgage Charge.** For the better securing to the Mortgagee the repayment in the manner aforesaid of the Principal Amount and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the Mortgaged Premises.

37. **No Assignment.** The benefits under this Mortgage cannot be assigned in whole or in part by the Mortgagor without the written consent of the Mortgagee.

38. **Remedies Not Exclusive:** No remedy herein conferred is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any security collateral hereto or now or hereafter existing at law or in equity.

39. **Expropriation**: In the event that the whole or any material portion of the mortgaged property is expropriated by any entity empowered to do so, then at the option of the Mortgagee all Indebtedness shall forthwith become due and payable. The proceeds from any expropriation affecting the whole or any part of the mortgaged property shall be paid to the Mortgagee in priority to the claims of any other person.

40. **Severability:** If any provision of this mortgage or the application thereof to any person is to any extent held invalid or unenforceable, the remainder of this mortgage or the application of such provision to persons other than those with respect to which it is held invalid or unenforceable shall not be affected thereby and shall continue to be enforceable to the fullest extent permitted by law.

This Mortgage is made under and in pursuance of ***The Land Titles Act***.

**IN WITNESS BIG SKY FARMS INC.** has hereunto affixed its corporate seal duly attested to by the hands of its proper officers in that behalf this 16th day of October, 2006.

**BIG SKY FARMS INC.**

(Seal)

Per: ______________________

Title:

Per: ______________________

Title:

## SCHEDULE "A

1) NE Section 19, Township 35, Range 23 W2nd Extension 0
Surface Parcel No. 113395361
As described on Certificate of Title 90H09849

2) LSD 9 Section 8, Township 36, Range 23 W2nd Extension 2
Surface Parcel No. 114461322
As described on Certificate of Title 99H03462

3) LSD 10 Section 8, Township 36, Range 23 W2nd Extension 3
Surface Parcel No. 114461333
As described on Certificate of Title 99H03462

4) NW Section 11, Township 35, Range 23 W2nd Extension 0
Surface Parcel No. 113393820
As described on Certificate of Title 97H09269

5) NW Section 10, Township 35, Range 23 W2nd Extension 0
Surface Parcel No. 113393796
As described on Certificate of Title 97H09268

6) NE Section 7, Township 23, Range 9 W2nd Extension 0
Surface Parcel No. 143967910
As described on Certificate of Title 97Y09307

7) SW Section 7, Township 23, Range 9 W2nd Extension 0
Surface Parcel No. 143967897
As described on Certificate of Title 97Y09309

8) SE Section 15, Township 35, Range 23 W2nd Extension 0
Surface Parcel No. 113393932
As described on Certificate of Title 94H10634B

9) NW Section 3, Township 35, Range 9 W2nd Extension 0
Surface Parcel No. 114046017
As described on Certificate of Title 97H08407

10) LSD 11 Section 23, Township 35, Range 9 W2nd Extension 9
Surface Parcel No. 120386404
As described on Certificate of Title 97H08408

11) LSD 12 Section 23 Township 35 Range 9 W2nd Extension 10
Surface Parcel No. 120386426
As described on Certificate of Title 97H08408

12) LSD 13 Section 23, Township 35, Range 9 W2nd Extension 11
Surface Parcel No. 120386448
As described on Certificate of Title 97H08408

13) LSD 14 Section 23, Township 35, Range 9 W2nd Extension 12
Surface Parcel No. 120386460
As described on Certificate of Title 97H08408

14) NW LSD 14 Section 23, Township 35, Range 9 W2nd Extension 23
Surface Parcel No. 120386482
As described on Certificate of Title 97H08408

15) NW Section 18, Township 36, Range 11 W2nd Extension 0
Surface Parcel No. 113275650
As described on Certificate of Title 97H08410

16) SE Section 13, Township 36, Range 12 W2nd Extension 0
Surface Parcel No. 113311471
As described on Certificate of Title 97H08409

17) Lot 12, Block 90, Plan 00H08038 Extension 0
Surface Parcel No. 113883453
As described on Certificate of Title 00H08213

18) SW Section 14, Township 36, Range 6 W2nd Extension 0
Surface Parcel No. 143250263
As described on Certificate of Title 00Y04478

19) SW Section 18, Township 36, Range 5 W2nd Extension 0
Surface Parcel No. 142430510
As described on Certificate of Title 00Y04909

20) SE Section 2, Township 35, Range 4 W2nd Extension 0
Surface Parcel No. 142104620
As described on Certificate of Title 00Y06422

21) SW Section 1, Township 35, Range 4 W2nd Extension 0
Surface Parcel No. 142104608
As described on Certificate of Title 00Y06406

22) SW Section 5, Township 8, Range 23 W2nd Extension 0
Surface Parcel No. 108467781
As described on Certificate of Title 00SE15167

23) NE Section 25, Township 8, Range 22 W2nd Extension 0
Surface Parcel No. 108475735
As described on Certificate of Title 00SE30248

24) NE Section 9, Township 9, Range 22 W2nd Extension 1
Surface Parcel No. 109100179
As described on Certificate of Title 00SE32505

25) NE Section 9, Township 9, Range 22 W2nd Extension 2

Surface Parcel No. 109110877
As described on Certificate of Title 00SE32505

26) Block/Parcel A, Plan 101342405 Extension 5
Surface Parcel No. 120383827
As described on Certificate of Title 00SE37642

27) SW Section 8, Township 32, Range 7 W2nd Extension 0
Surface Parcel No. 143009232
As described on Certificate of Title 01Y05570

28) SW Section 26, Township 34, Range 8 W2nd Extension 1
Surface Parcel No. 153953545
As shown on Plan 101428196

29) SE Section 23, Township 34, range 8 W2nd Extension 0
Surface Parcel No. 114085807
As described on Certificate of Title 01H05353

30) SW Section 10, Township 34, Range 8 W2nd Extension 0
Surface Parcel No. 114067706
As described on Certificate of Title 01H04816

31) LSD 13 Section 7, Township 33, Range 7 W2nd Extension 19
Surface Parcel No. 145221173
As described on Certificate of Title 00Y10959

32) LSD 14 Section 7, Township 33, Range 7 W2nd Extension 20
Surface Parcel No. 145221184
As described on Certificate of Title 00Y10959

33) Block/Parcel A, Plan AW1088 Extension 0
Surface Parcel No. 143008927
As described on Certificate of Title 01Y05600

34) Block/Parcel B, Plan AW1088 Extension 0
Surface Parcel No. 143008916
As described on Certificate of Title 01Y05600

35) NE Section 17, Township 32, Range 7 W2nd Plan No. AW1088 Extension 0
Surface Parcel No. 147451406
As described on Certificate of Title 01Y05600

36) Block/Parcel C, Plan AW1088 Extension 0
Surface Parcel No. 143008905
As described on Certificate of Title 01Y05600

37) Block/Parcel A, Plan No. 101705037 Extension 1
Surface Parcel No. 145842925
As described on Certificate of Title 01Y05958

38) NW Section 20, Township 42, Range 6 W2nd Extension 0
Surface Parcel No. 135489729
As described on Certificate of Title 01PA18130

39) NE Section 33, Township 41, Range 6 W2nd Extension 0
Surface Parcel No. 135518126
As described on Certificate of Title 01PA20010

40) SW Section 23, Township 43, Range 10 W2nd Extension 0
Surface Parcel No. 133608540
As described on Certificate of Title 01PA21715

41) NE Section 25, Township 43, Range 10 W2nd Extension 0
Surface Parcel No. 133608629
As described on Certificate of Title 02PA00887(1)

42) SE Section 30, Township 43, Range 10 W2nd Extension 0
Surface Parcel No. 133608753
As described on Certificate of Title 02PA06720

43) Block/Parcel A, Plan 101473590 Extension 0
Surface Parcel No. 151103865

44) Block/Parcel B, Plan 101473590 Extension 0
Surface Parcel No. 151103887

45) Block/Parcl A, Plan 101544443 Extension 41
Surface Parcel No. 136191999
As described on Certificate of Title 02PA05466

46) Block/Parcel A, Plan 101727817 Extension 14
Surface Parcel No. 120387179
As described on Certificate of Title 02H01550

47) Lot 15, Block 5, Plan 99H01872 Extension 0
Surface Parcel No. 113881372
As described on Certificate of Title 99H05930

48) NW Section 7, Township 23, Range 9 W2nd Extension 0
Surface Parcel No. 143967909
As described on Certificate of Title 97Y09308

49) NW Section 7, Township 23, Range 9 W2nd Extension 0
Mineral Parcel No. 145842824
As described on Certificate of Title 97Y09308

50) Block/Parcel A, Plan 63H07892 Extension 0
Surface Parcel No. 113390681
As described on Certificate of Title 95H10734

51) Lot 3, Block 91, Plan No. 84H08705 Extension 0
Surface Parcel No. 113857375
As described on Certificate of Title 96H10386

52) Lot 4, Block 91, Plan No. 84H08705 Extension 0
Surface Parcel No. 113857386
As described on Certificate of Title 00H06302

53) NE Section 33, Township 32, Range 31 W1st Extension 0
Surface Parcel 144412107
As described on Certificate of Title 75Y06319

54) NE Section 11, Township 33, Range 32 W1st Extension 53
Surface Parcel No. 151573620
As described on Certificate of Title 97Y12033 Description 53

55) NW Section 33, Township 34, Range 30 W1st Extension 0
Surface Parcel 144417269
As described on Certificate of Title 87Y00589B

56) Lot 4, Block 210, Plan 85H11697 Extension 0
Surface Parcel 113866218
As described on Certificate of Title 00H05361

57) Lot 5, Block 210, Plan 85H11697 Extension 0
Surface Parcel No. 113866195
As described on Certificate of Title 00H05361

58) Lot 2, Block 210, Plan 85H11697 Extension 0
Surface Parcel No. 113866184
As described on Certificate of Title 87H11458

59) Lot 3, Block 210, Plan No. 85H11697
Surface Parcel No. 113866207
As described on Certificate of Title 87H11459

60) Block/Parcel A, Plan 02PA08075 Extension 1
Surface Parcel No. 145311612
As described on Certificate of Title PA100683969

61) Lot 5, Block 91, Plan 101886295 Extension 0
Surface Parcel No. 161579368

62) Block/Parcel A, Plan No. 101083441 Extension 19
Surface Parcel No. 104593710
As described on Certificate of Title 97MJ02537

63) Block/Parcel A, Plan No. 101473770 Extension 19
Surface Parcel No. 131570692
As described on Certificate of Title 99MW06117

64) SE Section 27, Township 28, Range 7 W3rd Extension 0
Surface Parcel No. 119774830
As described on Certificate of Title 96S27546

65) SW Section 22, Township 28, Range 7 W3rd Extension 1
Surface Parcel No. 119811708
As described on Certificate of Title 97S06542A

66) SW Section 22, Township 28, Range 7 W3rd Extension 2
Surface Parcel No. 119821563
As described on Certificate of Title 97S06542A

67) SW Section 22, Township 28, Range 7 W3rd Extension 3
Surface Parcel No. 119821574
As described on Certificate of Title 97S06542A

68) SW Section 22, Township 28, Range 7 W3rd Extension 4
Surface Parcel No. 119821585
As described on Certificate of Title 97S06542A

69) NW Section 22, Township 28, Range 7 W3rd Extension 1
Surface Parcel No. 119774818
As described on Certificate of Title 97S06542

70) NW Section 22, Township 28, Range 7 W3rd Extension 2
Surface Parcel No. 119825488
As described on Certificate of Title 97S06542

71) SW Section 11, Township 39, Range 16 W3rd Extension 0
Surface Parcel No. 118505190
As described on Certificate of Title 99MW04442

72) NW Section 36, Township 45, Range 17 W2nd Extension 0
Surface Parcel No. 133557442
As described on Certificate of Title 99PA06413

73) NE Section 2, Township 25, Range 23 W2nd Extension 0
Surface Parcel No. 109990637
As described on Certificate of Title 00SE08958

74) SE Section 2, Township 25, Range 23 W2nd Extension 0
Surface Parcel No. 109990626
As described on Certificate of Title 00SE08958A

75) NE Section 4, Township 46, Range 12 W2nd Extension 0
Surface Parcel No. 135201158
As described on Certificate of Title 00PA04564

76) NW Section 10, Township 9, Range 17 W3rd Extension 33
Surface Parcel No. 151484564
As described on Certificate of Title 01SC02068

77) NE Section 8, Township 24, Range 5 W3rd Extension 0
Surface Parcel No. 102636817
As described on Certificate of Title 97MJ02538

78) NE Section 8, Township 24, Range 5 W3rd Extension 0
Mineral Parcel No. 105669131
As described on Certificate of Title 97MJ02538

79) Block/Parcel A, Plan NO. 101549460 Extension 24
Surface Parcel No. 145995733
As described on Certificate of Title 00PA04563

80) LSD 15, Section 24, Township 39, Range 25 W3rd Extension 20
Surface Parcel No. 120903320
As described on Certificate of Title 99MW04443

81) LSD 16, Section 24, Township 39, Range 25 W3rd Extension 22
Surface Parcel No. 153452099

82) LSD 16, Section 24, Township 39, Range 25 W3rd Extension 21
Surface Parcel No. 153452101

83) NW Section 13, Township 37, Range 1 W3rd Extension 23
Surface Parcel No. 152817802
As described on Certificate of Title 97H01783

84) NW Section 13, Township 37, Range 1 W3rd Extension 81
Surface Parcel No. 152817813
As described on Certificate of Title 97H01783

85) NE Section 27, Township 28, Range 8 W2nd Extension 0
Surface Parcel No. 141164546
As described on Certificate of Title 00Y10406

**SCHEDULE "B"**
**LEASEHOLD PROPERTIES**

1) Interest #113763551,
Interest Register #105469331
claiming an interest pursuant to a lease
for 10 years or more, in the
NE Section 3, Township 8, Range 23 W2nd Extension 0
Surface Parcel No. 108467725
As described on Certificate of Title 00SE20578

2) Interest #113763562,
Interest Register #105469331
claiming an interest pursuant to a lease
for 10 years or more, in the
NW Section 1, Township 32, Range 8 W2nd Extension 0
Surface Parcel No. 141639284
As described on Certificate of Title 00Y07312

3) Interest #124739141,
Interest Register #108825925
claiming an interest pursuant to a lease
for 10 years or more, in the
SE Section 12, Township 33, Range 7 W2nd Extension 0
Surface Parcel No. 143031631
As described on Certificate of Title 00Y07197

4) Interest #123746137,
Interest Register #108612356
claiming an interest pursuant to a lease
for less than 10 years, in the
Lot 13, Block 536, Plan 66S18566 Extension 0
Surface Parcel No. 119989625
As described on Certificate of Title 98SA28195

THE LAND TITLES ACT

DATED OCTOBER 16, 2006

**BIG SKY FARMS INC.**

TO

**GOLDEN OPPORTUNITIES FUND INC.**

**AND**

**FCC VENTURES, A DIVISION OF FARM CREDIT CANADA**

# MORTGAGE


SCHARFSTEIN, GIBBINGS, WALEN & FISHER
Barristers and Solicitors
#500, 111-2nd Avenue South
Saskatoon, Saskatchewan
S7K 1K6