Form 10
[Rule 3.25]

FILED
FEB 0 6 2013
JUDICIAL CENTRE OF EDMONTON
Clerk of the Court

COURT FILE NUMBER	1203 04033
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF(S)	WINDMILL HARBOUR DEVELOPMENT INC.
DEFENDANT(S)	HARVEST GROUP GP CORPORATION
DOCUMENT	**AFFIDAVIT OF DEFAULT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

OGILVIE LLP
1400, 10303 Jasper Avenue
Edmonton AB T5J 3N6
Attention: Kentigern A. Rowan, Q.C.
Phone: 780.429-6236
Fax: 780.429-4453
File No.: 57184.1 KAR
Service will be accepted by delivery or fax. No other form of service will be accepted.

AFFIDAVIT OF JEAN MARTENSON

SWORN ON JANUARY 22, 2013

I, Jean Martenson, of the City of Edmonton, in the Province of Alberta, swear that: the following:

1. I am the Secretary of the Plaintiff herein and as such have personal knowledge of the facts and matters herein deposed to except where otherwise stated to be based upon information and belief, in which case I verily believe the same to be true.

2. By a memorandum of Mortgage, made under the *Land Titles Act* and dated the 20th day of May, 2010, and registered at the Land Titles Office on the 31st day of May, 2010, as instrument number 102 184 544 (the "Mortgage") (attached hereto as Exhibit "A"), amended by an Amending Agreement dated the 30th day of June, 2010 (attached hereto as Exhibit "B"), and registered at the Land Titles Office on the 13th day of July, 2010, as instrument number 102 243 407, the Defendant mortgaged to the Plaintiff the lands described in Schedule A attached hereto (the "Lands") for securing the payment of the sum of $9,354,378.87 (the "Principle Sum") together with interest thereon at the rate per annum equal to 6.00% per annum both before and after maturity (the "Debt").

3. The mortgage was a vendor-take-back mortgage and accordingly, the full value of the Principle Sum was actually advanced by the Plaintiff to the Defendant on or about the 31st day of May, 2010.

4. The Debt is further secured by an Assignment of Rents and Leases dated the 27th day of April, 2010, and registered to the Lands at the Land Titles Office on the 31st day of May, 2010, as instrument number 102 184 545 (attached hereto as Exhibit "C").

5. The Debt is further secured by a General Security Agreement dated the 27th day of April, 2010 (attached hereto as Exhibit "D"), and registered at the Personal Property Registry of Alberta as instrument number 10060134101.

6. By the Mortgage, the Defendant covenanted to pay the principle and interest as follows:

    a. The Defendant will pay the Plaintiff the sum of $300,000.00 per month in lawful money of Canada at Edmonton, in the Province of Alberta with interest at the rate of 6% per annum calculated annually beginning on the 15th day of March, 2011, and continuing monthly thereafter until the 14th day of March, 2012, when the mortgage shall be fully repaid;

        i. The whole of the Principal Sum including any interest thereon, together with all other monies secured by the Mortgage are to be fully paid and become due and payable on the 14th day of March, 2012;

        ii. Interest at the aforesaid rate on the amounts from time to time advanced, computed from the respective dates of such advances to and including the 15th day of March, 2011, shall become due and be paid on the date last mentioned.

    b. All interest in arrears shall become principle and bear interest at the rate aforesaid, payable at the times, in the manner and at the place herein mentioned for the payment of interest , from the time the same becomes due and payable. In case the sums hereby secured or any part hereof be not paid at the time or times above set forth for payment hereof the Defendant will, so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day to day as above provided on the said sums or so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Plaintiff's right to interest, at the above rate, on any moneys due or owing to the Plaintiff during the continuance of this security, under any of the covenants herein contained or on any judgment to be recovered thereon. Provided that in the event of any default being made in the payment of any instalment of interest secured under this mortgage the same shall thereupon become part of the principal sum hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal sum and interest secured hereby is fully paid and satisfied; all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the fate aforesaid.

7. By the Mortgage, the Defendant covenanted with the Plaintiff to pay all liens, taxes, rates, charges or encumbrances on the Lands which may fall due or be unpaid and also to insure the buildings on the Lands against damage by fire, in default of all or any of which the Mortgagee should have the right to do the same and add to the Mortgage all costs and expenses, including fees and charges of the Plaintiff's solicitors, incurred in that regard in respect of any proceedings taken to realize the monies secured by the Mortgage.

8. By the Mortgage, the Defendant covenanted to pay all of the Plaintiff's costs in enforcing any term of the Mortgage all on a solicitor and own client basis.

9. Default has been made pursuant to the terms of the Mortgage by the Defendant failing to make payments pursuant to the terms of the Mortgage.

10. By the Mortgage, The Defendant covenanted that:

    a. If any default shall be made in any payment of principal or interest of any of the moneys hereby secured or any part thereof, or in the observance or performance of any of the covenants, agreements, provisos and stipulations as herein contained, then, an in such case, the whole principal moneys hereby secured shall, at the option of the Plaintiff, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired.

    b. If the Defendant defaults in the observance or performance of any of the covenants, agreements, provisos, condition, of stipulations in any mortgage to which this mortgage is subject, the principal hereby secured shall, at the option of the Plaintiff, become due and payable and all the powers of the Plaintiff under this Mortgage, in the event of default, may be exercised.

11. By the Mortgage the Defendant covenanted that the taking of Judgment in respect of any term under the mortgage shall not act as a merger of such term or affect the Plaintiff's rights under the Mortgage or any other agreements with The Defendant.

12. By the Assignment of Rents and Leases, the Plaintiff, upon default by the Defendant, is entitled to exercise such remedies to realize its security under the Mortgage as it may by law entitled to do.

13. By the General Security Agreement, the Plaintiff, upon default by the Defendant, may seize or otherwise take possession of the present and after acquired property owned by the Defendant.

14. The Plaintiff says that the default herein of the Defendant has not been due to causes beyond the Defendant's control and that having regard to the amount outstanding on the

Mortgage and the value of the Plaintiff's security, the period for redemption in the Judgment in this action should be shortened to one (1) day.

15. There is due and owing to the Plaintiff on the Mortgage as at the 21st day of January, 2013, the sum of $9,566,772.69 (the "Outstanding Amount") calculated as follows:

   a. Principal: $8,000,000.00

   b. Interest: $1,405,536.72

   c. Taxes: $161,235.97

16. A summary of the Tax Arrears are attached hereto as Exhibit "E". I understand that these tax arrear amounts were verbally provided to Nikki Ebbers, assistant at Ogilvie LLP, and that updated tax searches were not conducted due to the expense.

17. By demand dated December 16, 2011, served with a Notice of Intention to Enforce Security under Section 244(1) of the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3, the Plaintiff accelerated the Outstanding Amount owing to the Plaintiff plus costs and interest accrued after the date of the Demand.

18. Despite the aforesaid demand, The Defendant has failed and neglected to pay the said sum or any part thereof.

19. I believe that the Defendant has no defence to the Plaintiff's claim or any part thereof and that there is no genuine issue to be tried.

SWORN (OR AFFIRMED) BEFORE me at the City of Edmonton, Alberta, this 22nd day of January, 2013	Jean L. Martenson
(Commissioner for Oaths in and for the Province of Alberta)	(Signature)
GRAHAM A. B. BARR **Barrister & Solicitor**	

Schedule A

Condominium Plan 0922536
Unit A
And 8399 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit B
And 1 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 1
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 2
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 3
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 4
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 5
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 6
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 7

And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 8
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 9
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 10
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 12
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 16
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 18
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 19
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 20
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536

Unit 21
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 23
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 24
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 25
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 26
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 27
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 28
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 30
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 31
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 32
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 33
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 34
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 35
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 36
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 37
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 38
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

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Condominium Plan 0922536
Unit 39
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

Condominium Plan 0922536
Unit 40
And 40 undivided one ten thousandth shares in the common property
Excepting thereout all mines and minerals

and

LAC STE. ANNE SETTLEMENT
ALL OF RIVER LOT 15 AND THE GOVERNMENT ROAD ALLOWANCE CROSSING SAID LOT 15; CONTAINING WITHIN RIVER LOT 15, 63.1 HECTARES (156 ACRES) MORE OR LESS AND WITH THE ROAD ALLOWANCE
1.22 HECTARES (3.02 ACRES) MORE OR LESS.

A) ALL THAT PORTION INCLUDED WITHIN THE LIMITS OF THE SAID ROAD ALLOWANCE AND WHICH LIES TO THE EAST OF THE EAST LIMIT OF ROAD PLAN 8922882

	HECTARES	(ACRES)	MORE OR LESS
CONTAINING..................	0.285	0.70	

B) THE MOST SOUTHERLY 761.5 FEET IN PERPENDICULAR DEPTH THEREOF OF SAID RIVER LOT	12.1	30.00	
C) PLAN 8922882- ROAD	0.869	2.15	
D) PLAN 0126096- DESCRIPTIVE	9.33	23.05	
E) PLAN 0922536- CONDOMINIUM	31.130	76.92	

EXCEPTING THEREOUT ALL MINES AND MINERALS

DATED: 10 MARCH, 2010

BETWEEN:

HARVEST GROUP GP CORPORATION
Mortgagor

\- and -

WINDMILL HARBOUR DEVELOPMENTS INC.
Mortgagee

MORTGAGE

DOHERTY SCHULDHAUS LLP
Barristers & Solicitors
#219, 6203 – 28th Avenue
EDMONTON, AB T6L 6K3

File No. 26505 RGS

This is Exhibit " A " referred to in the affidavit
/ statutory declaration of Sean Martenson
Sworn before me this 22 day of January
A.D. 20 13.

Commissioner for Oaths in and for the Province of Alberta

GRAHAM A. B. BARR
Barrister & Solicitor

MORTGAGE
PURSUANT TO "THE LAND TITLES ACT"

HARVEST GROUP GP CORPORATION of #4, 4002 – 9 Avenue North, Lethbridge, Alberta, T1H 6T8 (herein called the "Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum and underwritten or endorsed hereon, in all and singular that certain piece or parcel of land situate in the Province of Alberta, Canada, described as:

See Attached Schedule "A"

together with the benefits and advantages of all easements, franchises and privileges now or hereafter appurtenant or appertaining thereto (hereinafter sometimes called the "said lands" or the "mortgaged premises") in consideration of the sum of -- **NINE MILLION THREE HUNDRED FIFTY-FOUR THOUSAND, THREE HUNDRED SEVENTY-EIGHT and 87/100----($9,354,378.87) Dollars** (hereinafter referred to as the "principal sum") lent to the Mortgagor by:

WINDMILL HARBOUR DEVELOPMENT INC. of #126, 11115 – 9 Avenue, Edmonton, Alberta T6J 6Z1

(hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor hereby acknowledges, COVENANTS AND AGREES with the Mortgagee that:

REPAYMENT

1. The Mortgagor shall pay the principal sum with interest thereon to the Mortgagee at the Mortgagee's address (or such other address as the Mortgagee advised of in writing), as follows:

2. (a) The Mortgage shall bear interest at the rate of Six per cent (6.00%) per annum, calculated annually, on the principal sum as shall have been advanced from time to time, from ~~January~~ 1st, 2010, until the full mortgage balance has been paid in full; MAY

(b) The monthly instalments of interest and principle, in the sum of THREE HUNDRED THOUSAND ($300,000.00) DOLLARS shall be paid on the 15th day of each and every month commencing with the first payment due March 15th, 2011 and continuing monthly thereafter until March 14th, 2012, when the mortgage shall be fully repaid; and

(c) The whole of the principal sum including any interest thereon, together with all other monies secured by this mortgage, is to be fully paid and is due and payable on the 14th day of March, 2012.

PREPAYMENT PRIVILEGES

3.1 The Mortgagor may at any time prepay in full or in part the principal sum of this mortgage without notice or bonus.

3.2 The Mortgagor may make a partial payment on a pro rata basis to remove mortgage from part of the title upon subdivision. The Mortgage shall cooperate in this regard for signing and subdivision purposes.

PAYMENTS AND N.S.F. PROVISION

4. In the event that the Mortgagor shall make any payment hereunder by cheque and any such cheque is returned to the Mortgagee unpaid for any reason whatsoever including but no so as to limit the generality of the foregoing, insufficient funds, payment stopped or inaccuracies in the completion of the cheque, the Mortgagee shall be entitled to make a charge in the amount of $50.00, which charge shall be immediately due and payable. It is understood and agreed that the Mortgagee shall be entitled to make a charge as aforesaid on each occasion that the Mortgagor's cheque is returned unpaid.

ARREARS OF INTEREST

5. All interest in arrears shall become principal and bear interest at the rate aforesaid, payable at the times, in the manner an at the place herein mentioned for the payment of interest, from the time the same becomes due and payable. In case the sums hereby secured or any part thereof be not paid at the time or times above set forth for payment thereof the Mortgagor will, so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day to day as above provided on the said sums or so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest, at the above rate, on any moneys due or owing to the Mortgagee during the continuance of this security, under any of the covenants herein contained or on any judgment to be recovered thereon. Provided that in the event of any default being made in the payment of any instalment of interest secured under this mortgage the same shall thereupon become part of the principal sum hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal sum and interest secured hereby is fully paid and satisfied; all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the rate aforesaid.

CHARGE

6. And for the better securing to the Mortgagee the repayment in manner aforesaid of the said principal sum and interest and other charges and all the moneys hereby secured, the Mortgagor hereby mortgages to the Mortgagee all the Mortgagor's estate and interest in the lands herein described.

SHORT COVENANTS

7. The Mortgagor covenants with the Mortgagee that the Mortgagor:
   - a) has a good title to the said lands;
   - b) has the right to mortgage the said lands;
   - c) has done no act to encumber the said lands;
   - d) will execute such further assurances of the said lands as may be requisite;
   - e) and that, on default, the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

MORTGAGEE NOT BOUND TO ADVANCE

8. Neither execution nor registration nor acceptance of this mortgage, nor the advance of part of the moneys secured hereby, shall bind the Mortgagee to advance the said principal sum or any unadvanced portion thereof, but nevertheless this mortgage shall take effect forthwith on the execution of these presents, and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates, and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided.

TAXES, LIENS, ENCUMBRANCES, ETC.

9. (a) The Mortgagor will pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said lands or on this mortgage or on the Mortgagee in respect of this mortgage and, on demand therefor by the Mortgagee, will produce and leave with the Mortgagee receipts for the same.

(b) The Mortgagee may pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on this mortgage or on the Mortgagee in respect of this mortgage and any amount so paid by the Mortgagee shall become part of the principal sum hereby secured and be a charge on the said lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee, with interest at the rate aforesaid until paid, and in default proceedings for sale and foreclosure may be taken in addition to all other remedies.

(c) If the said lands or any part thereof are sold or forfeited for non-payment of taxes while any sum remains unpaid hereunder or under any first mortgage charge, the Mortgagee may acquire title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Mortgagee may pay, either in its own name or in the name of the Mortgagor and on the Mortgagor's behalf, any and all sums necessary to be paid to redeem such lands so sold or forfeited, and to revest such lands in the Mortgagor, and the Mortgagor hereby nominates and appoints the Mortgagee as agent to pay such moneys on the Mortgagor's behalf and in the Mortgagor's name, and any moneys so expended by the Mortgagee shall be repaid by the Mortgagor to the Mortgagee forthwith, or in the alternative the Mortgagee shall have the right to bid on and/or purchase the said lands at any tax sale of the same and shall thereupon become the absolute owner thereof.

(d) The Mortgagor further covenants with the Mortgagee that the Mortgagee may deduct from any advance of moneys secured by this mortgage an amount sufficient to pay any and all taxes, rates, liens, charges, encumbrances or claims against the said lands which have become or will become due and payable and are unpaid at the date of such advances, together with such interest as may be due in respect of such advances.

(e) The Mortgagor shall on demand therefor by the Mortgagee pay to the Mortgagee on each monthly payment date of principal and interest and in addition thereto, until the indebtedness hereby secured is fully paid, an instalment on account of taxes, rates, assessments, levies and charges which are now or may hereafter be imposed upon or charged or chargeable against the said lands by any competent authority. The amount of the monthly instalments shall be equal to the amount of such annual taxes next due, as estimated by the Mortgagee, less all instalments already paid therefor, divided by the number of monthly instalments therefor becoming due not later than one (1) month prior to the due date of any such taxes and shall be subject to increase or decrease to the extent required to create as of the monthly payment date on the mortgage immediately preceding the due date of any such taxes, an amount sufficient for the payment thereof in full on such due date. The due date herein referred to is that date from and after which penalties accrue and become an additional charge if payment is not made on or before such date. Nothing herein contained shall obligate the Mortgagee to apply such moneys on account of taxes more often than once each calendar year.

(f) The Mortgagor covenants to pay all assessment levies and/or tax levies affecting against the said lands as soon as the same are due and to obtain and deliver a receipt of payment of same to the Mortgagee within (60) days after the due date thereof.

INSURANCE

10. (a) The Mortgagor will forthwith insure, and during the continuance of this security keep insured against loss or damage by fire each and every building on the said lands to the extent of their full replacement value in an insurance company or companies, to be approved of by the Mortgagee; and will not do nor suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over unto the Mortgagee the policy or policies of insurance, the receipt or receipts thereto appertaining.

(b) In addition to the furnishing of fire insurance as herein otherwise provided, the Mortgagor covenants and agrees with the Mortgagee to furnish to the Mortgagee insurance policies or insurance contracts against such other insurable risks, perils or events including, without limiting the generality of the foregoing, boiler, plate glass, rental and public liability insurance, and in such amounts as the Mortgagee may require, upon the improvements situate on the mortgaged premises to the full replacement value and for such period of time as the Mortgagee may from time to time require during the existence of this mortgage.

(c) If the Mortgagor shall neglect to keep the said buildings, or any of them, insured as aforesaid, or to pay the said premiums, or to deliver such policy or policies of insurance, or the receipt or receipts thereto appertaining to the Mortgagee, or to deliver satisfactory evidence of the renewal of each policy of insurance to the Mortgagee at its Office in Calgary at least five (5) days before the expiry thereof, then it shall be lawful for the Mortgagee to insure the said building or buildings in manner aforesaid, at the cost, charge and expense of the Mortgagor.

(d) The Mortgagee may require any insurance of the said buildings to be cancelled and new insurance effected, and it shall be optional with the Mortgagee, in so far as it is entitled so to do from time to time under the laws of the Province of Alberta, to name the company or companies and the agents thereof, by which the insurance shall be written, all at the cost, charge and expense of the Mortgagor.

(e) The loss under any policies or contracts of insurance hereinbefore required to be provided by the Mortgagor, and any renewal thereof, shall be payable to the Mortgagee as second mortgagee, and such policies or contracts shall be in terms satisfactory to the Mortgagee, shall have attached mortgage clauses in a form approved by the Mortgagee, and shall be delivered to and held by the Mortgagee.

(f) If for any reason any insurance as hereinbefore provided for cannot be effected or maintained, the whole of the principal sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.

(g) And it is further agreed that in case of the cancellation of any insurance by reason of the unsatisfactory condition of the buildings on the said lands or from any other cause whatsoever, the Mortgagee or its agents shall have the right to enter the said buildings at any time for the purpose of inspection at the expense of the Mortgagor, and the whole of the principal sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.

(h) Nothing herein shall be deemed to hold the Mortgagee responsible for failure to have insurance placed or for any loss growing out of any defects in any policy, or because of failure of any insurance company to pay for any loss or damage insured against.

(i) And the Mortgagor agrees forthwith on the happening of any loss or damage, to furnish at the expense of the Mortgagor all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys and all moneys received by virtue of any policy or policies as aforesaid may, at the option of the Mortgagee, either be forthwith applied in or toward repairing, rebuilding, or reinstating the mortgaged premises or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, at 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.

IMPROVEMENT, FIXTURES, ETC.

11. All erections, buildings, improvements, and other fixtures which are now or which shall hereafter be placed or installed upon the mortgaged premises shall form part of the realty and of the security and are included in the expression "the said lands", and the Mortgagor will not commit any act of waste thereon, and the Mortgagor will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order, and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice; and upon the Mortgagor failing so to repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the mortgage moneys shall, at the option of the Mortgagee, become immediately due and payable and that without any demand by the Mortgagee upon the Mortgagor; provided that the Mortgagee may repair, rebuild or reinstate the mortgaged premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account. This provision shall be in addition to any statutory covenants implied in this mortgage.

ASSIGNMENT OF RENTS

12. As further security for the payment of all moneys owing hereunder the Mortgagor assigns and agrees to assign to the Mortgagee all rents which shall now, or hereafter may become payable by reason of any tenancy or tenancies covering the mortgaged premises or any part thereof; and if the Mortgagor be in default in the observance or performance of any of the terms, covenants and conditions of this mortgage, then the Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof, and, for such purposes, the Mortgagor hereby appoints the Mortgagee attorney for the Mortgagor and in the Mortgagor's name, to execute such agreements, transfers or conveyances as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith; and the Mortgagor agrees to execute such further assurances as may be required to give effect to the true intent and purpose of this provision; but nothing in this provision shall make the Mortgagee chargeable or accountable as a mortgagee in possession.

EFFECT OF NON PAYMENT AT MATURITY

13. If the principal sum or any part thereof, be not paid at maturity, the Mortgagor shall not be at liberty to pay the same, except after six (6) months' notice in writing to the Mortgagee.

EXPENSES OF OBTAINING AND MAINTAINING SECURITY

14. All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the mortgaged premises and the title thereto and for making or maintaining this mortgage a first charge on the mortgaged premises, and in exercising or enforcing or

attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between solicitor and client, and also allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided for as from time to time are permitted by the laws of the Province of Alberta together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said lands, or in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise are to be secured hereby and shall be a charge on the said lands, together with interest thereon at the said rate; and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing instalment of interest, except as herein otherwise provided.

MAINTENANCE OF CHARGE

15. The Mortgagor will fully and effectually maintain and keep the security hereby created as a valid and effective security during the currency hereof and will not permit or suffer the registration of any debt, lien or privilege whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material, upon or in respect of the mortgaged premises, which could rank prior to the charge of this mortgage; provided that the registration of any such lien or privilege shall not be deemed to be a breach of this covenant if the Mortgagor shall desire in good faith to contest the same and shall, if the Mortgagee so requires, give security to the satisfaction of the Mortgagee for the due payment of the amount claimed in respect thereof, together with possible costs, in case it shall be a valid lien or privilege.

ACCELERATION

16. a) If any default shall be made in any payment of principal or interest of any of the moneys hereby secured or any part thereof, or in the observance or performance of any of the covenants, agreements, provisos and stipulations as herein contained, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired.

b) If the Mortgage defaults in the observance or performance of any the covenants, agreements, provisos, condition, or stipulations in any mortgage to which this mortgage is subject, the principal hereby secured shall, at the option of the Mortgagee, become due and payable and all powers of the Mortgagee under this Mortgage, in the event of default, may be exercised.

REMEDIES ON DEFAULT

17. In the event of default being made in any of the covenants, agreements, provisoes or stipulations expressed or implied herein:

(a) the Mortgagee may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) the Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the said lands and a solicitor to examine and report upon the title to the same;

(c) the Mortgagee or agent of the Mortgagee may enter into possession of the said lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the mortgaged premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(d) it shall and may be lawful for and the Mortgagor hereby grants full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover as much of the moneys secured hereby as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress;

(e) the Mortgagee may sell and dispose of the said lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this mortgage may be exercised; and no want of notice or publication or any other defects, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said lands hereunder; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the even of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and

(f) the Mortgagee shall be entitled (in addition and without prejudice to all its other rights and privileges) forthwith to apply for and obtain the appointment of a receiver of the said lands and premises and the rents and profits thereof without the necessity of first exercising its right to enter into possession.

EXPROPRIATION

18. If the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal sum hereby secured remaining unpaid shall forthwith become due and payable together with interest thereon at the said rate to the date of payment and together with a bonus equal to the sum of three (3) months' interest at the said rate calculated on the amount of the said principal sum so remaining unpaid.

MISCELLANEOUS COVENANTS

19. The Mortgagor further covenants and agrees with the Mortgagee that:

(a) it is agreed that this mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same shall not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which the same now or at any time hereafter be represented or evidenced, nor shall it operate to suspend payment of any such indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof; and that no judgment recovered by the

Mortgagee and no other dealing with any other security for the moneys advanced hereunder or secured hereby shall operate by way of merger of this mortgage or in any way affect the security hereby created or the Mortgagee's right to interest as aforesaid;

(b) the Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured;

(c) no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured;

(d) the waiver of one or more defaults under this mortgage shall not be construed as a waiver of any subsequent or other default;

(e) in the event of the mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position to and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off, shall be final and binding on the Mortgagor;

(f) the Mortgagee shall not be charged with any moneys receivable or collectable out of the mortgaged premises or otherwise, except those actually received; and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account;

(g) in any action, suit, or proceeding for enforcing this mortgage, or to recover payment of the moneys hereby secured, or for the sale, foreclosure, or obtaining possession of the said lands, or any part thereof, service of any Notice, Writ of Summons, Originating Summons, Statement of Claim, Order of Court or a Judge, or of any legal or other proceeding by the Mortgagee, or by any statute, ordinance, rule, order or practice required to be given or served, may be effected by posting up a copy of such Notice, Writ of Summons, Originating Summons, Statement of Claim, Order or legal proceeding on the said lands (if unoccupied), or by leaving any such copy with a grown person on the said lands (if occupied) or, at the option of the Mortgagee, by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To Whom It May Concern"; and the Mortgagor hereby agrees to such notice being given or such service being made as aforesaid, and that the same shall be in lieu of and shall have the same effect and be taken as personal notice or service; any statute, ordinance, order, rule, or practice to the contrary notwithstanding;

(h) wherever the singular number of the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so required; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisoes herein contained; and the covenants, agreements, stipulations and provisoes herein stated shall be in addition to those granted or implied by statute; and

(i) the descriptive headings of the several paragraphs of this mortgage are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

DUE ON SALE CLAUSE

20. If the Mortgagor sells, conveys, transfers, or enters into an agreement to sell, conveys or transfer or otherwise dispose of their interest in the within lands and premises, then, at the option of the Mortgagee, all monies secured by this mortgage, including interest aforesaid, shall become due and be paid.

If the principal amount and interest thereon have not been fully paid at maturity or in case of default hereunder, the Mortgagee may collect and retain whether out of the proceeds of sale of the lands or otherwise, an amount equal to three months' interest at the applicable rate upon the Principal amount so repaid.

DISCHARGE

21. The Mortgagee shall be entitled to charge a fee for the preparation and execution of a renewal of mortgage agreement, an amending agreement and extension agreement, a postponement agreement or a discharge of mortgage, but nothing herein shall obligate the Mortgagee to execute any such Agreement of Discharge. After payment in full of the mortgage monies, the Mortgagee shall prepare and execute a Discharge of this Mortgage, and shall have reasonable time to do so. All legal, administrative and other expenses for the preparation and execution of such Discharge of Mortgage shall be borne by the Mortgagor.

The undersigned Mortgagor acknowledges having received a true copy of this mortgage.

IN WITNESS WHEREOF, the mortgagor has hereunto signed it's name and affixed it's seal by the hands of it's proper officers this 20 day of ~~MARCH,~~ MAY 2010.

HARVEST GROUP GP CORPORATION

Per: ______________________ c/s

SCHEDULE "A"
Legal Descriptions

CONDOMINIUM 0922536
UNIT A
AND 8399 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
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CONDOMINIUM 0922536
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CONDOMINIUM PLAN 092 2536
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LAC STE. ANNE SETTLEMENT
ALL OF RIVER LOT 15 AND THE GOVERNMENT ROAD ALLOWANCE CROSSING SAID LOT 15; CONTAINING WITHIN RIVER LOT 15, 63.1 HECTARES (156 ACRES) MORE OR LESS AND WITH THE ROAD ALLOWANCE 1.22 HECTARES (3.02 ACRES) MORE OR LESS.

A) ALL THAT PORTION INCLUDED WITHIN THE LIMITS OF THE SAID ROAD ALLOWANCE AND WHICH LIES TO THE EAST OF THE EAST LIMIT OF ROAD PLAN 8922882

	HECTARES	(ACRES)	MORE OR LESS
CONTAINING	0.285	0.70	
B) THE MOST SOUTHERLY 761.5 FEET IN PERPENDICULAR DEPTH THEREOF OF SAID RIVER LOT	12.1	30.00	
C) PLAN 8922882 – ROAD	0.869	2.15	
D) PLAN 0126096 - DESCRIPTIVE	9.33	23.05	
E) PLAN 0922536 - CONDOMINIUM	31.130	76.92	

EXCEPTING THEREOUT ALL MINES AND MINERALS

MORTGAGE AMENDING AGREEMENT made this 30 day of June, 2010.

BETWEEN:

HARVEST GROUP GP CORPORATION
a body corporate, duly incorporated pursuant to the laws
of the Province of Alberta, having an office at #4, 4002 – 9th Avenue North,
Lethbridge, Alberta, T1H 6T8
(the "Mortgagor")

OF THE FIRST PART

This is Exhibit " B " referred to in the affidavit / statutory declaration of Sean Marterson
Sworn before me this 22 day of January
A.D. 2013
Commissioner for Oaths in and for the Province of Alberta
GRAHAM A. B. BARR
Barrister & Solicitor

-and-

WINDMILL HARBOUR DEVELOPMENT INC.
(the "Mortgagee")

OF THE SECOND PART

MORTGAGE AMENDING AGREEMENT

WHEREAS:

A. The Mortgagor is the registered owner of an estate in fee simple in possession of those certain lands and premises in the Province of Alberta described as follows (the "Lands"):

SEE ATTACHED SCHEDULE "A"

B. The Mortgagor granted a mortgage in the sum of NINE MILLION THREE HUNDRED FIFTY-FOUR THOUSAND, THREE HUNDRED SEVENTY-EIGHT and 87/100 ($9,354,378.87) DOLLARS which was dated May 20th, 2010 and was registered at the North Alberta Land Registration District Office as Instrument No. 102 184 544 on May 31st, 2010 *(the "Mortgage");*

C. The parties hereto agree that the Mortgage shall be amended as hereinafter set forth:

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of ONE ($1.00) DOLLAR now paid by the Mortgagor to the Mortgagee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the performance of the covenants and agreements hereinafter set forth the Mortgagor and the Mortgagee covenant and agree as follows:

1. Section 1 Repayment. This clause shall now be amended to include the following:-

Clause 2(c) shall be changed to read "The Mortgagor agrees to make the following payments on the stipulated dates against the indebtedness of $1,354,378.87 owing to the Mortgagee for development costs as set out in Amending Agreement #3 dated March 31st, 2010, with interest accruing on any unpaid amounts from June 30th, 2010, at the rate of twelve (12%) per cent per annum for the following amounts only:-

i) the sum of $150,000.00 on or before June 30th, 2010;
ii) the sum of $150,000.00 on or before July 15, 2010;

iii) the sum of $250,000.00 on or before August 31, 2010;
iv) the sum of $250,000.00 on or before September 30, 2010;
v) the remaining balance in the approximate sum of $554,378.87, together with interest as aforesaid, will be paid in full on or before October 30, 2010.

Clause 2(c) in the mortgage, as registered, shall be renumbered Clause 2(d) and shall be amended to read "The whole of the principal sum of the within Mortgage including any interest thereon, together with all other monies secured by this mortgage, is to be fully paid and is due and payable on the 14th day of March, 2012."

2. The Mortgagor and Mortgagee specifically request the Registrar of the Land Titles Office for the North Alberta Land Registration District to make all necessary amendments and alterations to the title to the Lands or other records in the Land Titles Office as may be necessary to give effect to and record the amendments to the Mortgage herein contained and the parties hereto agree to execute any further memoranda or documents as the Registrar may require to effect such amendment.

3. The Mortgagor and Mortgagee hereby covenant and agree that in all other respects the Mortgage registered at the North Alberta Land Registration District Offices on May 31st, 2010, as Instrument No. 102 184 544 shall remain the same and in full force and effect as at the date of execution and registration.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed under seal, effective as of the date and year first above written.

Witness	**HARVEST GROUP GP CORPORATION,** Per: Per: SEAL
Witness	**WINDMILL HARBOUR DEVELOPMENT INC.** Per: Per: SEAL

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CONDOMINIUM PLAN 092 2536
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AND 40 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

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CONDOMINIUM PLAN 092 2536
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CONDOMINIUM PLAN 092 2536
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LAC STE. ANNE SETTLEMENT
ALL OF RIVER LOT 15 AND THE GOVERNMENT ROAD ALLOWANCE CROSSING SAID LOT 15; CONTAINING WITHIN RIVER LOT 15, 63.1 HECTARES (156 ACRES) MORE OR LESS AND WITH THE ROAD ALLOWANCE 1.22 HECTARES (3.02 ACRES) MORE OR LESS.
EXCEPTING THEREOUT:-

A) ALL THAT PORTION INCLUDED WITHIN THE LIMITS OF THE SAID ROAD ALLOWANCE AND WHICH LIES TO THE EAST OF THE EAST LIMIT OF ROAD PLAN 8922882

	HECTARES	(ACRES)	MORE OR LESS
CONTAINING	0.285	0.70	

B) THE MOST SOUTHERLY 761.5 FEET IN PERPENDICULAR DEPTH

THEREOF OF SAID RIVER LOT	12.1	30.00
C) PLAN 8922882 – ROAD	0.869	2.15
D) PLAN 0126096 - DESCRIPTIVE	9.33	23.05
E) PLAN 0922536 - CONDOMINIUM	31.130	76.92

EXCEPTING THEREOUT ALL MINES AND MINERALS

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102243407 REGISTERED 2010 07 13
AMEA - AMENDING AGREEMENT
DOC 1 OF 1 DRR#: D04E4AD ADR/JHUTCHES
LINC/S: 0033811266 +

ASSIGNMENT OF RENTS AND LEASES

THIS INDENTURE made this 27 day of APRIL, 2010.

HARVEST GROUP GP CORPORATION
(hereinafter referred to as the "Assignor)

This is Exhibit " C " referred to in the affidavit / statutory declaration of Sean Martenson
Sworn before me this 22 day of January
A.D. 2013.

Commissioner for Oaths in and for the Province of Alberta
GRAHAM A. B. BARR
Barrister & Solicitor

OF THE FIRST PART

- and -

WINDMILL HARBOUR DEVELOPMENT INC.
(hereinafter referred to as the "Assignee)

OF THE SECOND PART

WHEREAS by Memorandum of Mortgage dated the ~~27~~ 20 day of ~~APRIL~~ MAY, 2010. (hereinafter referred to as "the Mortgage"), the Assignor inter alia, mortgaged to the Assignee the lands situate in the Province of Alberta and known as:

See Attached Schedule "A"

(which lands together with all buildings and improvements now and hereafter situate thereon are hereinafter referred to as "the Lands") to secure repayment of the sum and other charges (hereinafter referred to as "the Loan") as are in the Mortgage provided;

AND WHEREAS it is a condition of the said Loan that the Assignor assign the rents due or to become due in respect of the Lands and any and every part thereof.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the advance of the Loan proceeds by the Assignee under the said Mortgage:

1. The Assignor does hereby assign, transfer and set over unto the Assignee all the rents due or to accrue due and payable in respect of the Lands and any and every part thereof during the currency of the said Mortgage, and until all sums payable thereunder have been fully paid and satisfied, under any and all leases and rental agreements in respect thereof of every description, present and future, and all benefits and advantages to be derived therefrom, together with all the rights of the Assignor for the enforcement of the payment thereof and not to limit the generality of the foregoing, including the right of distress, to hold and receive the rents unto the Assignee.

PROVIDED HOWEVER, that nothing contained herein shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or the performance of any covenant, term or condition by the Lessor or Lessee contained in any lease or rental agreement.

PROVIDED FURTHER that the Assignee shall be liable to account for only such monies as are actually received by the Assignee by virtue of this Indenture less all proper costs of collection and the net amount of such monies as are actually received by the Assignee may, in the exercise of its direction, be applied on account of the amount owing under the aforesaid Mortgage.

AND IT IS FURTHER EXPRESSLY DECLARED AND AGREED that the Assignee shall not by reason of this Agreement or by reason of any steps, actions, distress or other proceedings taken to enforce any of its rights hereunder be deemed to be a mortgagee in possession of the Lands or any part thereof.

PROVIDED HOWEVER, that until such time as the Assignor shall be in default in any of the covenants contained in the said Mortgage, and thereafter during such period or periods as the Assignee may in writing authorize, the Assignor, may, subject to the provisions of this Agreement, collect the rents due from time to time under any lease or rental agreement and any renewals thereof and any future leases or rental agreements.

PROVIDED FURTHER that the waiver by the Assignee of the strict performance of any covenants in the said Mortgage or in this Agreement contained shall not constitute a waiver of or abrogate such covenant or be a waiver of any subsequent breach of the same or any other covenant.

The Assignor further covenants and agrees with the Assignee that no rental in excess of one monthly instalment in advance, has been paid under any lease or rental agreement in respect of the said lands or any part thereof and that it will not demand or accept any rent reserved or payable under any lease or rental agreement, in excess of one monthly instalment in advance, without the prior written consent of the Assignee.

AND THE ASSIGNOR has not entered into and will not enter into any agreement with any tenant of the Lands or any part or parts thereof whereby any right of set-off shall or may arise between the Assignor and any tenant and the Assignor has not entered into and will not enter into any agreement with any tenant of the Lands or any part thereof whereby any lease, rental agreement or any other agreement between the Assignor and any tenant shall or may be cancelled by way of merger.

AND the said Assignor does hereby declare and agree that any direction or request by the Assignee to pay rents reserved to the Assignee shall be sufficient warrant and authority to any tenant to make such payments, and the payment of rentals to the Assignee shall be and operate as a discharge to the tenant in respect of the amount of rents so paid.

IN THE EVENT THAT the Assignor shall be in default in the observance or performance of any of the terms and conditions of this Agreement, then at the option of the Assignee all monies payable under the said Mortgage shall forthwith become due and payable, and in default of payment, the Assignee shall be entitled to exercise such remedies to realize its security under the said Mortgage as it may by law be entitled to do.

THIS AGREEMENT constitutes a charges against the Lands described in Schedule "A" annexed hereto and is given as further and additional security to the Mortgage for the purposes of better securing the payment to the Assignee by the Assignor of the monies to be advanced by the Assignee to the Assignor under the Loan and the Mortgage.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF this assignment has been executed under seal as of the date first above written.

HARVEST GROUP GP CORPORATION

Per: ______________________

SCHEDULE "A"
Legal Descriptions

CONDOMINIUM 0922536
UNIT A
AND 8399 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

CONDOMINIUM 0922536
UNIT B
AND 1 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
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CONDOMINIUM PLAN 092 2536
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AND 40 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
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C) PLAN 8922882 – ROAD	0.869	2.15	
D) PLAN 0126096 - DESCRIPTIVE	9.33	23.05	
E) PLAN 0922536 - CONDOMINIUM	31.130	76.92	

EXCEPTING THEREOUT ALL MINES AND MINERALS

GENERAL SECURITY AGREEMENT

TO: Windmill Harbour Developments Inc.
#126, 11115 – 9 Avenue NW
Edmonton, Alberta T6J 6Z1

This is Exhibit " D " referred to in the affidavit / statutory declaration of Jean Martenson
Sworn before me this 22 day of January
A.D. 20 13
Commissioner for Oaths in and for the Province of Alberta
GRAHAM A. B. BARR
Barrister & Solicitor

FROM: Harvest Group GP Corporation
#4, 4002 – 9 Avenue North
Lethbridge, Alberta T1H 6T8
(the "Debtor")

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta, as in force at the date of this Agreement which Act including amendments thereto and any Act substituted therefore and amendments thereto is herein defined in the "PPSA".

2. SECURITY INTEREST

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to Windmill Harbour Developments Inc. howsoever arising, present and future, absolute and contingent (the "Indebtedness") the Debtor grants, assigns, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge, and grants a Security Interest to and in favour of Windmill Harbour Developments Inc. in all personal property referred to in Schedule "A" and in all Proceeds and renewals thereof, accessions thereto and substitutions therefore (the "Collateral"). The Debtor warrants and acknowledges to and in favour of Windmill Harbour Developments Inc. that:

(a) the parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;

(b) the parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and

(c) value has been given.

3. CONTINUOUS INTEREST

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the indebtedness may be fluctuating and even may from time to time, and at any time, be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, or until Windmill Harbour Developments Inc. provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may not, and agrees that it will not, without the prior written consent Windmill Harbour Developments Inc., sell or dispose of the Collateral in bulk and otherwise than for fair market value thereof.

If the Collateral comprises any Securities, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to Windmill Harbour Developments Inc. and will allow Windmill Harbour Developments Inc. to retain possession of the same.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with Windmill Harbour Developments Inc. that:

(a) the collateral is owned by the Debtor free of all Security Interests, mortgages, liens claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those Encumbrances shown on Schedule "B" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to Windmill Harbour Developments Inc. from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;

(c) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;

(d) this Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other laws of general application affecting creditors' rights and by rules of equity governing enforceability by specific performance;

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(f) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder;

(g) the names of the Debtor are accurately and fully set out above, and Debtor is not known by any other names.

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with Windmill Harbour Developments Inc. that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those described in Schedule "B" hereto or hereafter approved in writing by Windmill Harbour Developments Inc. prior to their creation or assumption, and will defend title to the Collateral for the benefit of Windmill Harbour Developments Inc. against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair will not allow the value of the collateral to be impaired, and will permit (upon reasonable prior notice) Windmill Harbour Developments Inc. or such person as Windmill Harbour Developments Inc. may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will provide Windmill Harbour Developments Inc. with its annual and interim financial statements;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and under any agreement charging property of the Debtor;

(f) the Debtor will immediately give notice to Windmill Harbour Developments Inc. of:

(i) the details of any material disposition of Collateral out of the ordinary course of business (whether authorized by Windmill Harbour Developments Inc. or not);

(ii) any material loss of or damage to Collateral;

(iii) the details of any claims or litigation affecting materially the Debtor or Collateral; and

(iv) any change of its name;

(g) the Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as Windmill Harbour Developments Inc. may reasonably require. The loss under the policies of insurance will be made payable to Windmill Harbour Developments Inc. as its interest may appear and will be written by an insurance company approved by Windmill Harbour Developments Inc. (acting reasonably) in terms satisfactory to Windmill Harbour Developments Inc. and the Debtor will provide Windmill Harbour Developments Inc. with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and deliver to Windmill Harbour Developments Inc. proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable Windmill Harbour Developments Inc. to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;

(i) the Debtor will not remove any of the Collateral from Canada without prior written consent of Windmill Harbour Developments Inc.;

(j) Windmill Harbour Developments Inc. may pay or satisfy any encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

7. DEFAULT

The happening of any of the following shall constitute Default under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to Windmill Harbour Developments Inc.;

(b) the Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;

(c) any representation or warranty made in this Agreement or any other document or report furnished to Windmill Harbour Developments Inc. in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;

(d) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(e) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(f) an order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;

(g) the Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the Bankruptcy Act or any other Act for the benefit of its creditors;

(h) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a Secured party takes possession of any of the Debtor's property.

8. REMEDIES

On Default:

(a) Windmill Harbour Developments Inc. may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as Windmill Harbour Developments Inc. in its sole discretion may determine and the proceeds of such sale less all costs and expenses of Windmill Harbour Developments Inc. (including costs as between a solicitor and its own client on a full indemnity basis), shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) Windmill Harbour Developments Inc. has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(c) Windmill Harbour Developments Inc. may appoint any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver-Manager.

(d) any Receiver will have the power:

(i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of Windmill Harbour Developments Inc.;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of an preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that Windmill Harbour Developments Inc. has under this Agreement or otherwise at law;

(viii) with the consent of Windmill Harbour Developments Inc. in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by Windmill Harbour Developments Inc., and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement:

(ix) to enter into and to occupy any premises in which the Debtor has any interest;

(e) the Debtor hereby appoints each Receiver appointed by Windmill Harbour Developments Inc. to be its attorney to effect sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor:

(f) any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and Windmill Harbour Developments Inc. will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(g) neither Windmill Harbour Developments Inc. nor the Sheriff will be required to take any steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;

(h) neither Windmill Harbour Developments Inc. nor the Sheriff is required to keep Collateral identifiable.

9. COLLECTION OF DEBTS

After Default, Windmill Harbour Developments Inc. may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to Windmill Harbour Developments Inc. On default the Debtor shall furnish Windmill Harbour Developments Inc. with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. ACCELERATION

In the event of Default, Windmill Harbour Developments Inc., in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable.

11. NOTICE

Any notice or demand required or permitted to be made or given by Windmill Harbour Developments Inc. to the Debtor may be validly served by leaving the same or by mailing the same by prepaid registered mail addressed to the Debtor, or by faxing the same, at the last known address of the Debtor or of any officer of director thereof, as shown on the records of Windmill Harbour Developments Inc., and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing or the same day of the date of faxing.

12. COSTS AND EXPENSES

The Debtor agrees to pay all costs, charges and expenses reasonably incurred by Windmill Harbour Developments Inc. or any Receiver appointed by it (including, but without restricting the generality of the foregoing, legal fees as between a solicitor and his own client on a full indemnity basis), in enforcing this Agreement, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by Windmill Harbour Developments Inc. or any receiver appointed by it shall be a first charge on the proceeds of realization, collection, or disposition of Collateral and shall be secured hereby.

13. MISCELLANEOUS

(a) Without limiting any other right of Windmill Harbour Developments Inc., whenever the debts and liabilities of the Debtor to Windmill Harbour Developments Inc. are immediately due and payable, whether or not it has been so declared, Windmill Harbour Developments Inc. may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed by the Debtor to Windmill Harbour Developments Inc. in any capacity, whether due or not due, and Windmill Harbour Developments Inc. shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefore is made or entered on Windmill Harbour Developments Inc.'s records subsequent thereto.

(b) Windmill Harbour Developments Inc. may grant extensions of time and other indulgences, take and give up security, accept composition, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others with Collateral and other security as Windmill Harbour Developments Inc. may see fit without prejudice to the liability of the Debtor or Windmill Harbour Developments Inc.'s right to hold and realize the Security Interest. Windmill Harbour Developments Inc. may demand, collect and sue on Collateral in either the Debtor's or Windmill Harbour Developments Inc.'s name, Windmill Harbour Developments Inc.'s option, and may endorse the

Debtor's name on any and all cheques, commercial payback, and any other Instruments pertaining to or constituting Collateral.

(c) Upon the Debtors' failure to perform any of its duties under this Agreement, Windmill Harbour Developments Inc. may, but shall not be obligated to, perform any such duties, and the Debtor will pay to Windmill Harbour Developments Inc., upon demand, an amount equal to the expense incurred by Windmill Harbour Developments Inc. in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

(e) If more than one person executes this Agreement as the Debtor the obligations of such persons hereunder shall be joint and several.

(f) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by Windmill Harbour Developments Inc. and all such other securities shall remain in full force and effect.

(g) After Default, Windmill Harbour Developments Inc. may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceeding, in or toward payment of any portion of the Indebtedness.

14. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest hereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term.

(d) This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta and the Debtor agrees to attorn to the same.

15. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

16. RIGHTS OF THE DEBTOR

Notwithstanding anything else herein contained, the Debtor, in addition to any other rights and remedies it may have against Windmill Harbour Developments Inc., will also have a right of set off against monies owing to Windmill Harbour Developments Inc. for any amount owing to the Debtor as a result of any claims or losses arising as a result of a breach of the Agreement for Purchase and Sale dated September 18, 2008, or any other agreements made between the Debtor and Windmill Harbour Developments Inc. This Agreement may not be assigned by Windmill Harbour Developments Inc.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the 27 day of APRIL, 2010.

DEBTOR:

Per:______________________ (c/s)

SCHEDULE "A"

COLLATERAL

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT IN ANY WAY RESTRICTING THE GENERALITY OF THE FOREGOING: ALL ACCOUNTS, INSTRUMENTS AND DEBTS WHICH ARE NOW DUE, OWING OR ACCRUING DUE, OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING DUE TO THE DEBTOR, TOGETHER WITH ALL RECORDS (WHETHER IN WRITING OR NOT), AND OTHER DOCUMENTS OF ANY KIND WHICH IN ANY WAY EVIDENCE OR RELATE TO ANY OR ALL OF THE ACCOUNTS, INSTRUMENTS AND DEBTS. ALL EQUIPMENT OF WHATEVER KIND AND WHEREVER SITUATED INCLUDING, WITHOUT LIMITATION, ALL MACHINERY, TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES AND VEHICLE OF WHATEVER NATURE.

SCHEDULE "B"

ENCUMBRANCES

All encumbrances existing as at the date hereof.

DATED:

BETWEEN:

HARVEST GROUP GP CORPORATION

Debtor

- AND -

WINDMILL HARBOUR DEVELOPMENTS INC.

Secured Party

GENERAL SECURITY AGREEMENT

DOHERTY SCHULDHAUS LLP
Barristers and Solicitors
219, 6203 - 28 Avenue
Edmonton, Alberta
T6L 6K3

File: 26505

This is Exhibit " E " referred to in the affidavit / statutory declaration of Sean Martinson
Sworn before me this 22 day of January
A.D. 20 13
Commissioner for Oaths in and for the Province of Alberta

GRAHAM A. B. BARR
Barrister & Solicitor

Windmill Harbour Developments Inc.

v.

Harvest group GP Corporation

UNITS Condominium Plan 0922536	OUTSTAND TAX ARREARS AS OF JANUARY 21, 2013
A	$12,046.50
B	$6,476.82
1	$7,299.90
2	$3,570.17
3	$3,451.35
4	$3,451.35
5	$3,451.35
6	$4,089.06
7	$4,089.06
8	$4,246.75
9	$4,381.14
10	$4,218.84
12	$4,093.80
16	$4,229.77
18	$4,290.59
19	$4,290.59
20	$4,241.14

21	$4,271.14
23	$4,271.14
24	$4,271.14
25	$4,271.14
26	$4,271.14
27	$4,271.14
28	$4,271.14
30	$4,448.60
31	$4,479.04
32	$4,499.13
33	$4,499.13
34	$4,499.13
35	$4,499.13
36	$4,499.13
37	$4,499.13
38	$4,499.13
39	$4,499.13
40	$4,499.13
Total	$161,235.97