This is exhibit 1 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

CB05 BASIC DATA COMPANIES OFFICE 2015/09/21 15:55:20
FUNCTION CODE I MAINT CODE FILE NO 0535583 OTHER SELECTION CB 05
BN15 120034798MC0001

NAME KELLER & SONS FARMING LTD.

OL

FILE # 0535583 TYPE 02 MB SHARE NONDIST STATUS ACT ACTIVE 1980/12/08
INC/REG 1980/12/08 JURIS MB MANITOBA DATE REG
LAST ANNUAL RETURN/RENEWAL 2014 NAME CHANGE

ADDRESS CODE REGISTERED OFFICE ADDRESS
MEIGHEN HADDAD LLP - 110-11TH STREET
CITY BRANDON PROV/ST MB PSTL CD R7A-4J4
COUNTRY CA FOREIGN PROV FOREIGN MAILING CODE
LANGUAGE PREFERENCE E DEFAULT DATE
COMMENTS

052 CURRENT DISPLAY IS COMPLETE - PRESS ENTER TO RETURN TO SEARCH FUNCTION.

CB06 OLD/TRANSLATED NAMES COMPANIES OFFICE

FUNCTION CODE FILE NO 0535583 OTHER SELECTION CB 06

NAME KELLER & SONS FARMING LTD.

FILE NO 0535583

STATUS ACT 1980/12/08 ACTIVE

TYPE 02 MB SHARE NONDIST

REMARKS

059 NO PENDING REGISTRATION SEGMENT FOUND.

CB07 EXTRA DATA COMPANIES OFFICE 2015/09/21 15:55:58
BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 07

NAME KELLER & SONS FARMING LTD.

SIC CODE 0013 FIELD CROP FARM
ATTN TYPE 02 MB SHARE NONDIST
RENEWAL ADDRESS CODE ATTY ADDRESS CODE

RENEWAL	ATTY
MEIGHEN HADDAD LLP	MEIGHEN HADDAD LLP
110-11TH STREET	110-11TH STREET
CITY BRANDON	CITY BRANDON
PROV/ST MB POSTAL CD R7A 4J4	PROV MB POSTAL CD R7A 4J4
COUNTRY CA FOREIGN PROV	FOREIGN MAIL CD

SHARE CODE	SHARE TYPE	AUTHORIZED	ISSUED	CONSIDERATION
D	COM A	UNLTD		
E	COM B	UNLTD		
F	COM C	UNLTD		
G	COM D	UNLTD		
H	COM E	UNLTD		
I	COM F	UNLTD		
?	ONFILE	UNLTD		

INDEX NAME 0000191 SON KELER

054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

CB08 CHRONOLOGY COMPANIES OFFICE 2015/09/21 15:56:13
ADD ONLY SCREEN BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 08

NAME KELLER & SONS FARMING LTD.

TYPE 02 MB SHARE NONDIST

FNC	MC	DATE	SEQ	TRAN	DESCRIPTION	ADDITIONAL DESCRIPTION
		2015/02/20	001	ARF	ANNUAL RETURN	2014
		2014/04/04	001	ARF	ANNUAL RETURN	2013
		2014/01/31	001	DFL	DEFAULT	
		2013/01/30	001	ARF	ANNUAL RETURN	2012
		2012/03/02	001	ARF	ANNUAL RETURN	2011
		2012/01/31	001	DFL	DEFAULT	
		2011/05/27	001	CDR	CHG DIRECTORS	EFF MAY 24/11
		2011/04/26	001	ARF	ANNUAL RETURN	2010
		2011/01/31	001	DFL	DEFAULT	
		2010/03/11	001	ARF	ANNUAL RETURN	2009
		2010/01/31	001	DFL	DEFAULT	
		2009/02/06	001	ARF	ANNUAL RETURN	2008
		2008/01/31	001	ARF	ANNUAL RETURN	2007
		2007/05/18	001	ARF	ANNUAL RETURN	2006

179 PRESS ENTER TO VIEW MORE CHRONOLOGY.

CB08 CHRONOLOGY COMPANIES OFFICE 2015/09/21 15:56:24
ADD ONLY SCREEN BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 08

NAME KELLER & SONS FARMING LTD.

TYPE 02 MB SHARE NONDIST

FNC MC	DATE	SEQ	TRAN	DESCRIPTION	ADDITIONAL DESCRIPTION
	2007/01/31	001	DFL	DEFAULT	
	2006/03/07	001	AM-	AMEND NONM CHG	ALTERING CAPITAL
	2006/03/01	001	ARF	ANNUAL RETURN	2005
	2006/01/31	001	DFL	DEFAULT	
	2005/04/18	001	ARF	ANNUAL RETURN	2004
	2005/01/31	001	DFL	DEFAULT	
	2004/03/23	001	ARF	ANNUAL RETURN	2003
	2004/01/31	001	DFL	DEFAULT	
	2003/04/16	001	ARF	ANNUAL RETURN	2002
	2003/01/31	001	DFL	DEFAULT	
	2002/02/08	001	ARF	ANNUAL RETURN	2000 & 2001
	2001/12/31	001	NOT	NOTICE	
	2001/01/31	001	DFL	DEFAULT	
	2000/11/22	001	ARF	ANNUAL RETURN	1999 FILED

179 PRESS ENTER TO VIEW MORE CHRONOLOGY.

CB08 CHRONOLOGY COMPANIES OFFICE 2015/09/21 15:57:21
ADD ONLY SCREEN BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 08

NAME KELLER & SONS FARMING LTD.

TYPE 02 MB SHARE NONDIST

FNC	MC	DATE	SEQ	TRAN	DESCRIPTION	ADDITIONAL DESCRIPTION
		2000/01/31	001	DFL	DEFAULT	
		1999/03/04	001	ARF	ANNUAL RETURN	1998
		1999/01/31	001	DFL	DEFAULT	
		1998/01/27	001	ARF	ANNUAL RETURN	1996 & 1997
		1997/12/31	001	NOT	NOTICE	
		1997/01/31	001	DFL	DEFAULT	
		1996/04/26	001	ARF	ANNUAL RETURN	1995
		1996/01/31	001	DFL	DEFAULT	
		1995/03/23	001	ARF	ANNUAL RETURN	1994
		1995/01/31	001	DFL	DEFAULT	
		1994/11/09	001	ARF	ANNUAL RETURN	1993 FILED
		1994/01/31	001	DFL	DEFAULT	
		1993/01/11	001	ARF	ANNUAL RETURN	1991 & 1992
		1992/12/31	001	NOT	NOTICE	

179 PRESS ENTER TO VIEW MORE CHRONOLOGY.

CB08 CHRONOLOGY COMPANIES OFFICE 2015/09/21 15:57:31
ADD ONLY SCREEN BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 08

NAME KELLER & SONS FARMING LTD.

TYPE 02 MB SHARE NONDIST

FNC	MC	DATE	SEQ	TRAN	DESCRIPTION	ADDITIONAL DESCRIPTION
		1992/01/31	001	DFL	DEFAULT	
		1991/03/27	002	CDR	CHG DIRECTORS	
		1991/03/27	001	ARF	ANNUAL RETURN	1989 & 1990
		1990/12/31	001	NOT	NOTICE	
		1990/01/31	001	DFL	DEFAULT	
		1989/02/17	002	CRO	CHG REG OFFICE	EFFECTIVE 1989/02/10
		1989/02/17	001	ARF	ANNUAL RETURN	1987 & 1988
		1988/12/31	001	NOT	NOTICE	
		1988/01/31	001	DFL	DEFAULT	

178 NO MORE CHRONOLOGY DATA FOUND.

CB10 OTHER NAMES COMPANIES OFFICE 2015/09/21 15:57:40
FUNCTION I BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 10
NAME KELLER & SONS FARMING LTD.
TYPE 02 MB SHARE NONDIST

CODE AND DESCRIPTION
A DIRECTOR NAME MARKUS KELLER
FILE NO
ADDR GD -
CITY CARBERRY PROV MB POSTAL CD R0J-0H0
SHARE CODE # OF SHARES SHARE CODE # OF SHARES
B PRESIDENT NAME MARKUS KELLER
FILE NO
ADDR GD -
CITY CARBERRY PROV MB POSTAL CD R0J-0H0
SHARE CODE # OF SHARES SHARE CODE # OF SHARES
C SECRETARY NAME MARKUS KELLER
FILE NO
ADDR GD -
CITY CARBERRY PROV MB POSTAL CD R0J-0H0
SHARE CODE # OF SHARES SHARE CODE # OF SHARES

MORE ADDS? Y
054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

CB10 OTHER NAMES   COMPANIES OFFICE   2015/09/21 15:57:49
FUNCTION I   BN15 120034798MC0001 FILE NO 0535583   OTHER SELECTION CB 10
NAME KELLER & SONS FARMING LTD.

TYPE 02 MB SHARE NONDIST

CODE AND DESCRIPTION

E   SHAREHOLDER   NAME MARKUS KELLER FAMILY TRUST

FILE NO

ADDR -

CITY   PROV   POSTAL CD 000-000

SHARE CODE D # OF SHARES   30 SHARE CODE   # OF SHARES

E   SHAREHOLDER   NAME MKI INVESTMENTS INC.

FILE NO

ADDR -

CITY   PROV   POSTAL CD 000-000

SHARE CODE E # OF SHARES   2 SHARE CODE ? # OF SHARES 903000

E   SHAREHOLDER   NAME KELLER HOLDINGS LTD.

FILE NO

ADDR -

CITY   PROV   POSTAL CD 000-000

SHARE CODE ? # OF SHARES   5+MIL SHARE CODE   # OF SHARES

MORE ADDS? N

054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

CB13 OLD/AMALG NAMES COMPANIES OFFICE 2015/09/21 15:58:01
FUNCTION I BN15 120034798MC0001 FILE NO 0535583 OTHER SELECTION CB 13
NAME KELLER & SONS FARMING LTD.

TYPE 02 MB SHARE NONDIST

FNC IDENT CD & DESC

FILE NO NAME CHANGE DATE

ENTITY NAME

FILE NO NAME CHANGE DATE

ENTITY NAME

MORE ADDS? N

054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

This is exhibit 2 referred to in the
Affidavit of Gary Ivany
Sworn October __2__, 2015.

A Notary Public in and for the
Province of Ontario.

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CB05 BASIC DATA              COMPANIES OFFICE              2015/09/21  16:00:16
FUNCTION CODE I   MAINT CODE           FILE NO 5195820   OTHER SELECTION CB 05
                                       BN15 874166705MC0002
NAME KELLER HOLDINGS LTD.

OL

FILE # 5195820 TYPE 02 MB SHARE NONDIST STATUS ACT ACTIVE             2005/11/01
INC/REG 2005/11/01 JURIS MB MANITOBA                        DATE REG
LAST ANNUAL RETURN/RENEWAL 2014 NAME CHANGE

ADDRESS CODE                  REGISTERED OFFICE ADDRESS
        MEIGHEN HADDAD LLP            - 110-11TH STREET
CITY    BRANDON                       PROV/ST MB  PSTL CD R7A-4J4
COUNTRY CA  FOREIGN PROV                      FOREIGN MAILING CODE
LANGUAGE PREFERENCE E  DEFAULT DATE
COMMENTS


052 CURRENT DISPLAY IS COMPLETE - PRESS ENTER TO RETURN TO SEARCH FUNCTION.
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CB06 OLD/TRANSLATED NAMES   COMPANIES OFFICE

FUNCTION CODE   FILE NO 5195820   OTHER SELECTION CB 06

NAME KELLER HOLDINGS LTD.

FILE NO 5195820

STATUS ACT 2005/11/01 ACTIVE

TYPE 02 MB SHARE NONDIST

REMARKS   MEIGHEN HADD

050 CURRENT DISPLAY FUNCTION IS COMPLETE - YOU MAY INITIATE A NEW FUNCTION.

CB07 EXTRA DATA COMPANIES OFFICE 2015/09/21 16:00:37

BN15 874166705MC0002 FILE NO 5195820 OTHER SELECTION CB 07

NAME KELLER HOLDINGS LTD.

SIC CODE 0707 INVESTMENT AND/OR HOLDING COMPANY

ATTN TYPE 02 MB SHARE NONDIST

RENEWAL ADDRESS CODE ATTY ADDRESS CODE

MEIGHEN HADDAD LLP	MEIGHEN HADDAD LLP
110-11TH STREET	110-11TH STREET
CITY BRANDON	CITY BRANDON
PROV/ST MB POSTAL CD R7A 4J4	PROV MB POSTAL CD R7A 4J4
COUNTRY CA FOREIGN PROV	FOREIGN MAIL CD

SHARE CODE	SHARE TYPE	AUTHORIZED	ISSUED	CONSIDERATION
D	COM A	UNLTD		
E	COM B	UNLTD		
F	COM C	UNLTD		
G	COM D	UNLTD		
H	COM E	UNLTD		
I	COM F	UNLTD		
?	ONFILE	UNLTD		

INDEX NAME 0000063 KELER

054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

CB08 CHRONOLOGY COMPANIES OFFICE 2015/09/21 16:00:45
ADD ONLY SCREEN BN15 874166705MC0002 FILE NO 5195820 OTHER SELECTION CB 08

NAME KELLER HOLDINGS LTD.

TYPE 02 MB SHARE NONDIST

FNC	MC	DATE	SEQ	TRAN	DESCRIPTION	ADDITIONAL DESCRIPTION
		2015/01/08	001	ARF	ANNUAL RETURN	2014
		2014/01/24	001	ARF	ANNUAL RETURN	2013
		2013/12/31	001	DFL	DEFAULT	
		2013/01/20	001	ARF	ANNUAL RETURN	2012
		2012/12/31	001	DFL	DEFAULT	
		2012/01/11	001	ARF	ANNUAL RETURN	2011
		2011/05/27	001	CDR	CHG DIRECTORS	EFF MAY 24/11
		2011/04/26	001	ARF	ANNUAL RETURN	2010
		2010/12/31	001	DFL	DEFAULT	
		2010/01/28	001	ARF	ANNUAL RETURN	2009
		2009/12/31	001	DFL	DEFAULT	
		2009/02/06	001	ARF	ANNUAL RETURN	2008
		2008/12/31	001	DFL	DEFAULT	
		2008/01/17	001	ARF	ANNUAL RETURN	2007

179 PRESS ENTER TO VIEW MORE CHRONOLOGY.

CB08 CHRONOLOGY COMPANIES OFFICE 2015/09/21 16:00:54
ADD ONLY SCREEN BN15 874166705MC0002 FILE NO 5195820 OTHER SELECTION CB 08

NAME KELLER HOLDINGS LTD.

TYPE 02 MB SHARE NONDIST

FNC	MC	DATE	SEQ	TRAN	DESCRIPTION	ADDITIONAL DESCRIPTION
		2007/05/18	001	ARF	ANNUAL RETURN	2006
		2006/12/31	001	DFL	DEFAULT	
		2006/05/09	001	CDR	CHG DIRECTORS	EFF APR 27/06
		2005/11/01	001	AMN	AMALG NEW	

178 NO MORE CHRONOLOGY DATA FOUND.

CB10 OTHER NAMES COMPANIES OFFICE 2015/09/21 16:01:03
FUNCTION I BN15 874166705MC0002 FILE NO 5195820 OTHER SELECTION CB 10
NAME KELLER HOLDINGS LTD.

TYPE 02 MB SHARE NONDIST

CODE AND DESCRIPTION

A DIRECTOR NAME MARKUS KELLER

FILE NO

ADDR PO BOX 760 -
CITY CARBERRY PROV MB POSTAL CD R0K-0H0
SHARE CODE # OF SHARES SHARE CODE # OF SHARES

B PRESIDENT NAME MARKUS KELLER

FILE NO

ADDR PO BOX 760 -
CITY CARBERRY PROV MB POSTAL CD R0K-0H0
SHARE CODE # OF SHARES SHARE CODE # OF SHARES

C SECRETARY NAME MARKUS KELLER

FILE NO

ADDR PO BOX 760 -
CITY CARBERRY PROV MB POSTAL CD R0K-0H0
SHARE CODE # OF SHARES SHARE CODE # OF SHARES

MORE ADDS? Y

054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

```
CB10 OTHER NAMES             COMPANIES OFFICE              2015/09/21  16:01:11
FUNCTION I        BN15 874166705MC0002 FILE NO 5195820   OTHER SELECTION CB 10
NAME KELLER HOLDINGS LTD.
                                                         TYPE 02 MB SHARE NONDIST
CODE AND DESCRIPTION
    E   SHAREHOLDER      NAME MARKUS KELLER FAMILY TRUST
                                                                FILE NO
      ADDR                                      -
 CITY                                   PROV    POSTAL CD 000-000
     SHARE CODE D # OF SHARES     30 SHARE CODE   # OF SHARES
    E   SHAREHOLDER      NAME 5265828 MANITOBA LTD.
                                                                FILE NO
     ADDR                                       -
 CITY                                   PROV    POSTAL CD 000-000
     SHARE CODE ? # OF SHARES  69969 SHARE CODE   # OF SHARES
    E   SHAREHOLDER      NAME MKI INVESTMENTS INC.
                                                                FILE NO
      ADDR                                      -
 CITY                                   PROV    POSTAL CD 000-000
     SHARE CODE ? # OF SHARES 903000 SHARE CODE E # OF SHARES      2


                                                               MORE ADDS? Y
054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.
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CB10 OTHER NAMES            COMPANIES OFFICE            2015/09/21  16:01:17
FUNCTION I       BN15 874166705MC0002 FILE NO 5195820   OTHER SELECTION CB 10
NAME KELLER HOLDINGS LTD.
                                                    TYPE 02 MB SHARE NONDIST
CODE AND DESCRIPTION
    V   VICE-PRES         NAME MARKUS KELLER
                                                              FILE NO
      ADDR PO BOX 760                        -
 CITY CARBERRY                          PROV MB POSTAL CD R0K-0H0
     SHARE CODE    # OF SHARES          SHARE CODE    # OF SHARES
                              NAME
                                                              FILE NO
     ADDR                                    -
 CITY                                   PROV    POSTAL CD
     SHARE CODE    # OF SHARES          SHARE CODE    # OF SHARES
                              NAME
                                                              FILE NO
      ADDR                                   -
 CITY                                   PROV    POSTAL CD
     SHARE CODE    # OF SHARES          SHARE CODE    # OF SHARES

                                                             MORE ADDS? N
054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.
```

CB13 OLD/AMALG NAMES COMPANIES OFFICE 2015/09/21 16:01:26
FUNCTION I BN15 874166705MC0002 FILE NO 5195820 OTHER SELECTION CB 13
NAME KELLER HOLDINGS LTD.

TYPE 02 MB SHARE NONDIST

FNC IDENT CD & DESC
2 AMALG
FILE NO 4534710 NAME CHANGE DATE

ENTITY NAME
4534710 MANITOBA LTD.

2 AMALG
FILE NO 4807023 NAME CHANGE DATE

ENTITY NAME
KELLER HOLDINGS LTD.

MORE ADDS? Y

054 LOGON ID NOT AUTHORIZED TO ADD/UPDATE.

This is exhibit 3 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

RBC ®

Royal Bank of Canada
Commercial Financial Services
740 Rosser Avenue
Brandon, Manitoba R7A 0K9

April 25, 2014

Private and Confidential

KELLER & SONS FARMING LTD.
P.O. Box 760
Carberry, Manitoba
R0K 0H0

ROYAL BANK OF CANADA (the "**Bank**") hereby confirms the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). This Agreement amends and restates without novation the existing agreement dated March 20, 2013 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWER: Keller & Sons Farming Ltd. (the "**Borrower**")

<u>CREDIT FACILITIES</u>
The aggregate of Facility #2, Facility #4, Facility #5, Facility #6, Facility #7, Facility #8 and Facility #9 shall not exceed $4,150,000.00 at any time. ✗

Facility #1: $5,000,000.00 revolving demand facility, reducing to $3,000,000.00 on May 15, 2014, by way of:

a) RBP based loans ("**RBP Loans**")

Revolve in increments of:	$5,000.00	Minimum retained balance:	$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 4.00%

AVAILABILITY
The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

® Registered Trademark of Royal Bank of Canada

SRF # 134 581 313

Borrowings outstanding under this facility must not exceed at any time the aggregate of the following, less Potential Prior-Ranking Claims (the "**Borrowing Limit**"):

a) 75% of Good Accounts Receivable; and
b) the lesser of cost or net realizable value of Unencumbered Inventory consisting of:
   - 50% of total supplies
   - 65% of crop insurance guarantee
   - 75% of the lesser of cost or net realizable value of Raw Materials Inventory.

The amount available under this facility is temporarily increased for the period commencing March 28, 2014 and ending May 15, 2014 (the "**Reduction Date**"). This temporary increase is for the above referenced period only. On the Reduction Date (and provided that the Bank has not cancelled this facility or issued a demand for repayment), the amount available under this facility shall reduce to 3,000,000.00 and the Borrower shall make all payments necessary to ensure that outstanding Borrowings under this facility do not exceed the amount available at any time and from time to time (the "**Temporary Accommodation**").

REPAYMENT
Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

GENERAL ACCOUNT
The Borrower shall establish a current account with the Bank (the "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility.

Facility #2: $4,150,000.00 non-revolving term facility by way of:

a) RBP Loans	Interest rate (per annum)	RBP + 4.00%

AVAILABILITY
The Borrower may borrow up to the amount of this term facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice.

Proceeds of the initial Borrowing under this facility must be utilized to repay in full all Borrowings under Facility #4, Facility #5, Facility #6, Facility #7, Facility #8 and Facility #9 and Facility #4, Facility #5, Facility #6, Facility #7, Facility #8 and Facility #9 are immediately then cancelled.

REPAYMENT

Repayable in full on:	October 31, 2014

Facility #3: $3,300,000.00 non-revolving term facility by way of:

a) RBP Loans	Interest rate (per annum)	RBP + 5.00%

AVAILABILITY
The Borrower may borrow up to the amount of this term facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice.

REPAYMENT

Repayable in full on:	October 31, 2014

Facility #4: $1,148,447.47 non-revolving term facility fully drawn by way of:

a) RBP Loans Interest rate (per annum) RBP + 3.00%

REPAYMENT

Payment Amount:	$10,942.00	Payment Frequency:	Monthly
Payment Type:	Principal Plus Interest	Payment date:	1st of each month
Repayable in full on:	the earlier of (i) the receipt of proceeds from the initial Borrowing under Facility #2 and (ii) January 1, 2015	Current remaining amortization (months)	105

Facility #5: $161,207.19 non-revolving term facility fully drawn by way of:

a) RBP Loans Interest rate (per annum) RBP + 3.00%

REPAYMENT

Payment Amount:	$1,540.00	Payment Frequency:	Monthly
Payment Type:	Principal Plus Interest	Payment date:	1st of each month
Repayable in full on:	the earlier of (i) the receipt of proceeds from the initial Borrowing under Facility #2 and (ii) January 1, 2015	Current remaining amortization (months)	105

Facility #6: $330,888.29 non-revolving term facility fully drawn by way of:

a) RBP Loans Interest rate (per annum) RBP + 3.00%

REPAYMENT

Payment Amount:	$3,155.00	Payment Frequency:	Monthly
Payment Type:	Principal Plus Interest	Payment date:	1st of each month
Repayable in full on:	the earlier of (i) the receipt of proceeds from the initial Borrowing under Facility #2 and (ii) January 1, 2015	Current remaining amortization (months)	105

Facility #7: $584,482.01 non-revolving term facility fully drawn by way of:

a) RBP Loans Interest rate (per annum) RBP + 3.00%

REPAYMENT

Payment Amount:	$5,570.00	Payment Frequency:	Monthly
Payment Type:	Principal Plus Interest	Payment date:	1st of each month
Repayable in full on:	the earlier of (i) the receipt of proceeds from the initial Borrowing under Facility #2; and (ii) January 1, 2015	Current remaining amortization (months)	105

Facility #8: $1,500,000.00 non-revolving term facility fully drawn by way of:

a) RBP Loans Interest rate (per annum) RBP + 3.00%

REPAYMENT

Repayable in full on:	the earlier of (i) the receipt of proceeds from the Initial Borrowing under Facility #2 and (ii) October 31, 2014

Facility #9: $319,960.00 non-revolving term facility fully drawn by way of:

a) RBP Loans Interest rate (per annum) RBP + 3.00%

Payment Amount:	$6,670.00	Payment Frequency:	Monthly
Payment Type:	Principal Plus Interest	Payment date:	2nd of each month
Repayable in full on:	the earlier of (i) the receipt of proceeds from the initial Borrowing under Facility #2; and (ii) May 2, 2014	Current remaining amortization (months)	48

OTHER FACILITIES

The Credit Facilities are in addition to the following facilities (the **"Other Facilities"**). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

a) VISA Business to a maximum amount of $100,000.00;

b) All Royfarm Mortgage Loans outstanding at any time and from time to time; and

c) All Foreign Exchange Forward Contracts outstanding at any time and from time to time.

FEES

One Time Fee:
Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Review Fee: $15,000.00

Monthly Fee:
Payable in arrears on the same day of each month.

Administration Fee: $1,000.00

Other Fees:

Renewal Fee:
If the Bank renews or extends any term facility or term loan beyond its Maturity Date, an additional renewal fee may be payable in connection with any such renewal in such amount as the Bank may determine and notify the Borrower.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the **"Security"**), shall include:

a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;

b) Guarantee and postponement of claim on the Bank's form 812 in the amount of $30,000,000.00 signed by MKI Investments Inc., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of MKI Investments Inc.;

c) Guarantee and postponement of claim on the Bank's form 812 in the amount of $30,000,000.00 signed by Keller Holdings Ltd., supported by:

i. a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of Keller Holdings Ltd.;

ii. a collateral mortgage in the amount of $25,000,000.00 constituting a first fixed charge on the lands and improvements described as SE 13-9-17, NE 29-10-17, NW 29-10-17, SE 29-10-17, SW 29-10-17, E 30-10-17, E 32-10-17, W 33-10-17, NW 6-9-16, NE 6-9-16, SW 5-9-16, NW 5-9-16 and NE 5-9-16;

iii. a collateral mortgage in the amount of $34,000,000.00 constituting a first fixed charge on the lands and improvements described as SE 13-9-17, NE 29-10-17, NW 29-10-17, SE 29-10-17, SW 29-10-17, E 30-10-17, E 32-10-17, W 33-10-17, NW 6-9-16, NE 6-9-16, SW 5-9-16, NW 5-9-16 and NE 5-9-16 (the **"New Keller Holdings Mortgage"**);

d) Guarantee and postponement of claim on the Bank's form 812 in the amount of $30,000,000.00 signed by 5265828 Manitoba Ltd., supported by a general security agreement on the Bank's form 924 constituting a first ranking security interest in all personal property of 5265828 Manitoba Ltd.;

e) Postponement and assignment of claim on the Bank's form 918 signed by MKI Investments Inc.;

f) Postponement and assignment of claim on the Bank's form 918 signed by 5265828 Manitoba Ltd.;

g) Postponement and assignment of claim on the Bank's form 918 signed by Markus Keller;

h) Postponement and assignment of claim on the Bank's form 918 signed by Markus Keller Family Trust;

i) Postponement and assignment of claim on the Bank's form 918 signed by Josef Keller;

j) Postponement and assignment of claim on the Bank's form 918 signed by Maria Keller;

k) Collateral mortgage in the amount of $25,000,000.00 signed by the Borrower, constituting a first fixed charge on the lands and improvements described as NE 23-10-17, NW 23-10-17, SE 23-10-17, SW 23-10-17, E 6-11-16, NW 3-11-16, S 5-11-16, S 4-11-16, S 3-11-16, SW 2-11-16, SW 33-10-16, SW 33-10-16, SE 33-10-16, NW 33-10-16, NE 33-10-16, NW 32-10-16, NE 32-10-16, NE 31-10-16, SE 6-9-16, SW 6-9-16, SW 32-8-16, SE 32-8-16, NW 32-8-16, SW 31-8-16, SE 31-8-16, NW 31-8-16, NE 31-8-16, NW 30-8-16, NW 30-8-16, NE 30-8-16, SE 36-8-17, Lot 1, Plan 37826, NE 14-8-17, NE 13-8-17, SE 13-8-17, SW 13-8-17 and NW 13-8-17;

l) Collateral mortgage in the amount of $34,000,000.00 signed by the Borrower, constituting a first fixed charge on the lands and improvements described as NE 23-10-17, NW 23-10-17, SE 23-10-17, SW 23-10-17, E 6-11-16, NW 3-11-16, S 5-11-16, S 4-11-16, S 3-11-16, SW 2-11-16, SW 33-10-16, SW 33-10-16, SE 33-10-16, NW 33-10-16, NE 33-10-16, NW 32-10-16, NE 32-10-16, NE 31-10-16, SE 6-9-16, SW 6-9-16, SW 32-8-16, SE 32-8-16, NW 32-8-16, SW 31-8-16, SE 31-8-16, NW 31-8-16, NE 31-8-16, NW 30-8-16, NW 30-8-16, NE 30-8-16, SE 36-8-17, Lot 1, Plan 37826, NE 14-8-17, NE 13-8-17, SE 13-8-17, SW 13-8-17 and NW 13-8-17 (the **"New Borrower Mortgage"**);

m) Assignment under section 427 of the *Bank Act* (Canada) granted by the Borrower constituting a first charge on all grain and feeds, all crop inventory, all crops growing or produced on the land, in a warehouse and in transit, all products of agriculture, as well as all livestock, their natural growth and all livestock acquired in replacement thereof or wheresoever situated, plus all agriculture implements and all agriculture equipment;

n) Certificate of insurance evidencing crop insurance on the assets of the Borrower together with an assignment of such crop insurance in favour of the Bank, both in form and content satisfactory to the Bank;

o) Bailee agreement signed by the Borrower allowing the Bank access to the Borrower's inventory;

p) Inter-creditor agreement signed by the Bank and National Bank;

q) Inter-creditor agreement signed by the Bank and National Bank in respect of National Bank to grant the Bank priority on additional funding, with terms and conditions satisfactory to the Bank (the **"New Inter-Creditor Agreement"**); and

r) Assignment of all contracts between the Borrower and Elk Haven Farms.

Collectively, the New Keller Holdings Mortgage, the New Borrower Mortgage and the New Inter-Creditor Agreement are referred to as the **"New Security"**.

<u>FINANCIAL COVENANTS</u>
In the event that the Borrower changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower will:

a) maintain, to be measured as at the end of each fiscal year:

    i. Fixed Charge Coverage of not less than 1.15:1; and

    ii. a ratio of Funded Debt to EBITDA of not greater than 10:1.

b) not, without the prior written consent of the Bank:

    i. make any Capital Expenditures during any fiscal year; and

    ii. incur further indebtedness other than trade transactions in the normal course of business.

<u>REPORTING REQUIREMENTS</u>
The Borrower will provide the following to the Bank:

a) monthly management variance report (actual versus projections) prepared by MNP together with the supporting documentation, commentary for the Borrower, within 30 days of each month end;

b) quarterly Borrowing Limit Certificate, substantially in the form of Schedule "G" signed on behalf of the Borrower by any one of the Chief Executive Officer, the President, the Vice-President Finance, the Treasurer, the Comptroller, the Chief Accountant or any other employee of the Borrower holding equivalent office, within 45 days of each fiscal quarter end;

c) quarterly company prepared financial statements for the Borrower, within 45 days of each fiscal quarter end;

d) annual Compliance Certificate, substantially in the form of Schedule "H" signed by an authorized signing officer of the Borrower, within 120 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;

e) annual review engagement financial statements for the Borrower, within 120 days of each fiscal year end;

f) annual notice to reader financial statements for each of MKI Investments Inc., Keller Holdings Ltd. and 5265828 Manitoba Ltd., within 120 days of each fiscal year end;

g) annual crop production reports for the Borrower, within 120 days of each fiscal year end; and

h) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

a) a duly executed copy of this Agreement;
b) the Security provided for herein, registered, as required with the exception of the New Security, to the satisfaction of the Bank;
c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;
e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

CONDITIONS PRECEDENT FACILITY #3

In addition to the conditions set forth in the Conditions Precedent section, the availability of any Borrowing under Facility #3, is conditional upon the receipt of:

a) the New Security provided for herein, registered, as required, to the satisfaction of the Bank;
b) evidence, satisfactory to the Bank that the Borrowings outstanding under the Temporary Accommodation has been repaid in full; and
c) copies of invoices, in respect of the working captial proceeds being financed with such Borrowing.

BUSINESS LOAN INSURANCE PLAN

The Borrower acknowledges that the Bank has offered it insurance on the Borrowings under the Business Loan Insurance Plan Policy 51000 ("Policy") issued by the Sun Life Assurance Company of Canada to the Bank and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased amount for the Borrowings that may be eligible.

Should the Borrower decide to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr). However, should the Borrower decide not to apply, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the offer.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any loan to which this coverage applies. Refer to the Business Loan Insurance Plan application for further explanation and disclosure.

GOVERNING LAW JURISDICTION
Province of Manitoba.

ACCEPTANCE
This Agreement is open for acceptance until May 26, 2014, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: R. Schutte
Name: Russ Schutte
Title: Senior Account Manager

/js

We acknowledge and accept the terms and conditions of this Agreement on this 28 day of April, 2014.

KELLER & SONS FARMING LTD.

Per: ____________________
Name: Mark Keller
Title: Pres

Per: ____________________
Name:
Title:

I/We have the authority to bind the Borrower

As Guarantor, we acknowledge and confirm our agreement with the terms and conditions of this Agreement on this 28 day of April, 2014.

MKI INVESTMENTS INC.

Per: ____________________
Name: Mark Keller
Title: Pres

Per: ____________________
Name:
Title:

I/We have the authority to bind the Guarantor

As Guarantor, we acknowledge and confirm our agreement with the terms and conditions of this Agreement on this 28 day of April, 2014.

KELLER HOLDINGS LTD.

Per: ______________________
Name: Mark Keller
Title: Pres.

Per: ______________________
Name:
Title:

I/We have the authority to bind the Guarantor

As Guarantor, we acknowledge and confirm our agreement with the terms and conditions of this Agreement on this 28 day of April, 2014.

5265828 MANITOBA LTD.

Per: ______________________
Name: Mark Keller
Title: Pres

Per: ______________________
Name:
Title:

I/We have the authority to bind the Guarantor

\attachments:
Terms and Conditions
Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Additional Borrowing Conditions
- Borrowing Limit Certificate
- Compliance Certificate
- RBC Covarity Dashboard Terms and Conditions

Royal Bank of Canada
Commercial Financial Services
740 Rosser Avenue
Brandon, Manitoba R7A 0K9

November 14, 2014

Private and Confidential

KELLER & SONS FARMING LTD.
P.O. Box 760
Carberry, Manitoba
R0K 0H0

We refer to the agreement dated April 25, 2014 and any amendments thereto, between Keller & Sons Farming Ltd., as the Borrower, and Royal Bank of Canada, as the Bank, (the **"Agreement"**).

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. The Credit Facilities section is amended as follows:

   i) the interest rate (per annum) applicable to RBP Loans under Facility #1 is amended by deleting "RBP + 4.0%" and by substituting "RBP + 6.0%".

   ii) Facility #2 in the amount of $4,150,000.00, which was payable in full on October 31, 2014 (the **"Original Facility #2 Maturity Date"**), is renewed, subject to the following revised terms and conditions, with effect retroactive to the Original Facility #2 Maturity Date. The Borrower understands and agrees that any payments in respect of accrued interest which would have become due under this facility, as so revised and renewed, will be charged to its account upon its acceptance of this amending agreement:

   Non-revolving term facility in the amount of $4,150,000.00, by way of RBP Loans. Interest payable monthly, in arrears, on the same day each period as determined by the Bank. All outstanding principal and interest is payable in full January 31, 2015. Interest rate: RBP + 6.0% per annum.

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iii) Facility #3 in the amount of $3,175,227.28, which was payable in full on October 31, 2014 (the "**Original Facility #3 Maturity Date**"), is renewed, subject to the following revised terms and conditions, with effect retroactive to the Original Facility #3 Maturity Date. The Borrower understands and agrees that any payments in respect of accrued interest which would have become due under this facility, as so revised and renewed, will be charged to its account upon its acceptance of this amending agreement:

Non-revolving term facility in the amount of $3,175,227.28, by way of RBP Loans. Interest payable monthly, in arrears, on the same day each period as determined by the Bank. All outstanding principal and interest is payable in full January 31, 2015. Interest rate: RBP + 6.0% per annum.

2. Under the Fees section of the Agreement, the Administration Fee is amended by deleting $1,000.00 and by substituting $2,000.00.

3. On Schedule "B" - Calculation and Payment of Interest and Fees, the Overdue Payments clause is amended and restated as follows:

OVERDUE PAYMENTS
Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 6% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

BUSINESS LOAN INSURANCE PLAN
The Borrower acknowledges that the Bank has offered it insurance on the Borrowings under the Business Loan Insurance Plan Policy 51000 ("Policy") issued by the Sun Life Assurance Company of Canada to the Bank and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased amount for the Borrowings that may be eligible.

Should the Borrower decide to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr). However, should the Borrower decide not to apply, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the offer.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any loan to which this coverage applies. Refer to the Business Loan Insurance Plan application for further explanation and disclosure.

CONDITIONS PRECEDENT
The effectiveness of this amending agreement is conditional upon receipt of a duly executed copy of this amending agreement.

AMENDMENT FEE
A non-refundable amendment fee of $2,000.00 is payable by the Borrower upon acceptance of this amending agreement.

COUNTERPART EXECUTION
This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until December 15, 2014, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: R. Schutte
Name: Russ Schutte
Title: Senior Account Manager

/sr/kr

Agreed to and accepted this 5 day of Dec, 2014.

KELLER & SONS FARMING LTD.

Per: ______________________
Name: Mark Keller
Title: Pres

Per: ______________________
Name:
Title:

I/We have the authority to bind the Borrower

We acknowledge and confirm our agreement with the foregoing terms and conditions, as Guarantor, as of Dec 5, 2014.

MKI INVESTMENTS INC.

Per: ______________________
Name: Mark Keller
Title: Pres

Per: ______________________
Name:
Title:

I/We have the authority to bind the Guarantor

We acknowledge and confirm our agreement with the foregoing terms and conditions, as Guarantor, as of Dec 5, 2014.

KELLER HOLDINGS LTD.

Per: ______________________
Name: Mark Keller
Title: Pres

Per: ______________________
Name:
Title:

I/We have the authority to bind the Guarantor

We acknowledge and confirm our agreement with the foregoing terms and conditions, as Guarantor, as of Dec 5, 2014.

5265828 MANITOBA LTD.

Per: ______________________
Name: Mark Keller
Title: Pres

Per: ______________________
Name:
Title:

I/We have the authority to bind the Guarantor

This is exhibit 4 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

FULL DISCLOSURE CONDITIONAL SALE CONTRACT

Application number 40038615

BUYER'S Full Name	First Given Name	Second Given Name (Required)	Last Name (Surname)	
	KELLER & SONS FARMING LTD			
BUYER'S Address	Street	City	Province	Postal Code
	760	CARBERRY	MANITOBA	R0K0H0
CO-BUYER'S Full Name	First Given Name	Second Given Name (Required)	Last Name (Surname)	
CO-BUYER'S Address	Street	City	Province	Postal Code
CO-BUYER'S Full Name	First Given Name	Second Given Name (Required)	Last Name (Surname)	
CO-BUYER'S Address	Street	City	Province	Postal Code
DEALER'S Name and Address	Name / Street	City	Province	Postal Code
	MURRAY AUTO GROUP BRANDON LTD 1500 RICHMOND AVE, BRANDON MANITOBA R7A7E3			

Principal Amount	$ 49,837.22
Annual Interest Rate	5.69 % As long as all payments under this contract are made when due, this interest is calculated daily using the "simple interest" method and charged MONTHLY.
Annual Percentage Rate	5.76 % The interest rate for a whole year (annualized) including applicable fees such as service charges or loan origination fees when applicable.
Term	60 months The term of the contract is fully open which means that you can pay down all or a portion of your contract at any time without paying a penalty.
Date of Advance	AUGUST 10, 2013 This is the date your funds will be advanced. Interest will be calculated and charged from this date on.
Payments	$ 956.27 on the 9TH DAY OF THE MONTH. Your payment is payable MONTHLY and includes payment toward both principal and interest.

Amortization Period	60 months Based on the current terms and conditions, your loan will take 60 months to pay in full.
Prepayment Privilege	You may prepay all or any part of the unpaid balance of the Principal Amount at any time without any charge or penalty.
Prepayment Charges	Not applicable.
Default Insurance	Not applicable.
Other Fees	Document filing fees $ 90.98 Dishonoured cheque / pre-authorized payment $ 35.00

DEALER SELLS TO YOU AND YOU BUY and agree to pay for the Vehicle described below on the terms and conditions of this contract set forth below.

In this contract, (i) the words "You" and "Your" refer to the Buyer and the Co-Buyer(s), if any, and Your liability will be joint and several (that is, solidary) if there is (are) a Co-Buyer(s); (ii) the words "Seller", "we", "our" and "us" refer to the Dealer who signs this contract ("Dealer") and after the assignment of Seller's rights under this contract to an assignee, those words refer to ROYAL BANK OF CANADA (referred to as the "Bank" or a "Financial Institution"), and includes any subsequent assignee of this contract; and (iii) the word "Vehicle" refers to the vehicle described below and includes any equipment, attachments or accessories attached to such vehicle. This contract includes any addenda, amendments or schedules made or attached to it from time to time, and, without limitation, includes any bill of sale or other document evidencing the agreement to purchase and sell the Vehicle entered into between You and Seller (the "Bill of Sale"). The provisions of each such document are incorporated into this contract.

☐ New ☒ Used	Year	Make	Model	Body Type	Licence No.	Vehicle Identification No.
	2012	CHEVROLET	SILVERADO 2500 WT	CREW CAB 4WD 4WD		1GC1KVC88CF138514
Primary Use: ☐ Personal, Family or Household ☒ Business ☐ Agricultural				If truck, describe bodies and major items of equipment sold		

1. DELIVERY PRICE (including all taxes, accessories or extra equipment, if any, and any charges not payable by a cash customer) .... $ 50,902.24
2. AMOUNT OF DOWN PAYMENT
   (a) Trade-in ________ (Describe) $ 0.00
   (b) Less - owing to ________ (Name) $ 0.00
   (c) Difference (a) - (b) .... $ 0.00
   (d) Add cash payment .... $ 5,000.00
   Down payment (c) + (d) .... $ 5,000.00
3. BALANCE (1 - 2) .... $ 45,902.24
4. DOCUMENT FILING FEES .... $ 90.98

CREDIT DISCLOSURE STATEMENT

5. OPTIONAL GOODS AND SERVICES
   (a) (i) Extended Warranty / Service Agreements .... $ 3,844.00

(ii) Life Insurance .... $ 0.00
(iii) Accident and Health Insurance .... $ 0.00
(iv) Other Goods and Services

(Specify)

(Specify)

REPLACEMENT WARRANTY .... $ 0.00
(Specify)

TOTAL [5(a)(i) + 5(a)(ii) + 5(a)(iii) + 5(a)(iv)] .... $ 3,844.00

6. CASH PRICE OF VEHICLE
(a) Delivery Price .... $ 50,902.24
(b) Less Rebate for Cash Customers only (plus applicable taxes) .... $ 0.00
(c) Less Dealer Documentation / Admin Fees Not Payable by Cash Customers $
Cash Price of Vehicle [6(a) - 6(b) - 6(c)] .... $ 50,902.24

THE FOLLOWING INFORMATION IS GIVEN EFFECTIVE THE CONTRACT DATE

7. AMOUNT FINANCED (3 + 4 + 5) .... $ 49,837.22
(the total principal amount that You owe Seller on the Contract Date)

8. TERM OF CONTRACT .... 60 months

9. INSTALMENTS
(a) Instalments of $ 956.27 commence on SEPTEMBER 9, 2013 and are due on the 09 day of each successive month thereafter, or the last day of the month if there is no such day, and a final instalment of $ 956.27 is due on AUGUST 9, 2018, or as indicated below.

(b) Total amount of all instalments .... $ 57,376.20

10. INTEREST AND COST OF BORROWING
(a) Interest is charged from the Contract Date on the balance of the Amount Financed at the annual rate of .... 5.69 %
(b) Non-Interest Charges
(i) Rebate for Cash Customers only (plus applicable taxes) [6(b)] .... $ 0.00
(ii) Dealer Documentation / Admin Fees Not Payable by Cash Customers [6(c)] .... $
(c) Total Value Given by You (Payments) [2(a) + 2(d) + 9(b)] .... $ 62,376.20
(d) Total Value Received by You (Advances) [2(b) + 4 + 5 + 6] .... $ 54,837.22
(e) Total Cost of Borrowing / Total Cost of Credit [10(c) - 10(d)] .... $ 7,538.98
(f) Annual Percentage Rate (APR)
(Total Cost of Borrowing expressed as an annual percentage rate) .... 5.76 %

11. INSTALMENT PAYMENTS
You will pay the Amount Financed (line 7) with interest charged monthly or bi-weekly, as the case may be, and calculated on the daily outstanding Amount Financed at the annual rate shown on line 10(a) at an office of the Financial Institution to be designated in instalments as specified on line 9(a).

12. PREPAYMENT AND APPLICATION OF PAYMENTS
You may prepay the unpaid balance of the Amount Financed in full at any time without any charge or penalty, or You may prepay part of the Amount Financed provided that such partial prepayment is made on the date that an instalment is due. Each instalment and any prepayment is applied first to interest then due and payable, then to the outstanding principal amount and then to any default charges payable under this contract. If You prepay the Amount Financed in full and pay any other amounts owing under this contract, You may be entitled under applicable law to a refund of a portion (calculated in accordance with applicable legislation) of the amounts specified on lines 6(b) and 6(c) (the portion of the Total Cost of Borrowing / Total Cost of Credit that is not interest charges).

13. DEFAULT CHARGES
Except if prohibited by applicable law, You must reimburse us for the full amount of all legal costs to collect any amount You owe to us, or to enforce our security over the Vehicle. You must also pay us for our standard charge (currently $35, but subject to change without notice to You) for any cheque or other pre-authorized payment that we process that is dishonoured.

14. **OPTIONAL SERVICES**
The optional services which You have accepted and the charges for them are described in Section 5. You are entitled to cancel optional services of a continuing nature provided by Seller, the Financial Institution or an associate of either Seller or the Financial Institution and purchased by You under this contract by giving the provider of such service and, if different, the Financial Institution, thirty (30) days notice or such shorter period of notice as set out in the agreement under which those services are provided to You (the "services agreement"). The conditions, if any, under which You may terminate any other optional services of a continuing nature purchased by You and for which payments are made under this contract are contained in the applicable services agreement.

15. **CALCULATION OF INTEREST AND PAST DUE INTEREST**
Interest on the Amount Financed begins to accrue on the Contract Date and shall be calculated using the "simple interest" method. If you do not pay an instalment on its due date or the entire unpaid amount of the Amount Financed is declared to be due and payable and is not paid when due, we will add the overdue interest to the Amount Financed and charge you interest on the combined amount until it is paid. This is called compound interest. We calculate compound interest at the interest rate stated in section 10(a) of this contract. You promise to pay compound interest at the same frequency as your regular instalments, both before and after maturity, default and judgment, until the Amount Financed is paid in full. If, at the end of a payment period, you do not pay compound interest calculated in the manner provided in this section 15 in addition to the amount (in capital and interest) of your regular deferred payment, we will add such unpaid compound interest to the Amount Financed and interest for the next ensuing payment period will be calculated at the rates stated in section 10(a) of this contract on such Amount Financed, as increased by the unpaid compound interest. Alternatively, we can demand payment of, and you promise to pay, overdue interest and unpaid compound interest immediately when we ask you to pay it.

16. **DEFAULT AND REPOSSESSION**
If You fail to make any payment under this contract when due or breach any other provision of this contract or a proceeding in bankruptcy, receivership or insolvency is instituted by or against You or a receiver is appointed, judicially or otherwise, affecting You or Your property, or should Seller deem itself insecure, it shall be conclusively deemed that You are in default under this contract and the balance of the Amount Financed hereunder together with accrued and unpaid interest thereon and all other amounts owing under this contract shall immediately become due and payable and Seller may (a) sue You for all amounts owing under this contract and (b) take possession of the Vehicle wherever it may be found, unless applicable law requires Seller to elect either (a) or (b) above.

17. **TITLE**
The title, ownership and right of property in the Vehicle shall not pass to You until all monies payable by You under this contract are fully paid. In addition to Seller's other legal rights under this contract where you reside in a province other than Quebec, as security for Your payment of all monies payable by You under this contract, You hereby grant, assign and convey to Seller and acknowledge that Seller shall have, take and retain a purchase money security interest in the Vehicle and the proceeds thereof, including but not limited to proceeds of any insurance policies or service contracts, in accordance with applicable personal property security laws.

18. **LIENS AND ENCUMBRANCES**
You agree not to sell or transfer the Vehicle, create or permit to continue any charge, lien or encumbrance of any kind upon the Vehicle and shall not use it illegally or for hire. Seller may, at its option, without incurring any obligation to do so, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Vehicle and may pay for the maintenance and preservation of the Vehicle and You agree to reimburse the Seller for any such payments made by Seller.

19. **CONDITION REPORT**
If requested by us, You agree to promptly and accurately complete, execute and deliver to us our then current form of vehicle condition and/or accident report. You also agree to pay us on demand any cost that we incur in connection with obtaining any third party inspection or report regarding the Vehicle which we may obtain to determine any information that we require regarding the condition or history of the Vehicle, including information that we require to satisfy requirements under applicable law.

END OF CREDIT DISCLOSURE STATEMENT

20. **TRADE-IN**
You represent and warrant that You have title to and ownership of any trade-in vehicle described in this contract free and clear of all liens, charges and encumbrances, except as declared in this contract.

21. **SALE OF REPOSSESSED VEHICLE**
If Seller repossesses the Vehicle, Seller may sell it at wholesale or retail or otherwise dispose of it on such terms as Seller considers commercially reasonable and the net proceeds of such sale shall be credited to Your account. The net proceeds of sale will be the selling price less all reasonable expenses of enforcing the contract, taking, holding, repairing, processing, preparing for disposition and disposing of the Vehicle and any other reasonable expenses, including without limitation all legal costs including lawyers' fees on a solicitor-client basis and auction and advertising fees. If there remains a surplus after such application of the proceeds of sale, it will be paid to You unless applicable

law requires Seller to pay it to someone else. If there is a balance owing after the application of such net proceeds, to the extent permitted by applicable law, You will immediately pay the difference to Seller.

22. WARRANTIES
The Vehicle may be covered by warranties that are prescribed and which cannot be waived by law, or written warranties offered by the manufacturer or Dealer. Subject to the above, there are no and Seller makes no representations, warranties, or guarantees, express or implied, statutory or otherwise, with respect to the Vehicle, and none whatsoever are offered by the Financial Institution, and non-performance of any of them shall not affect Your obligation to make payments to the Financial Institution under this contract.

23. NO WAIVER OF RIGHTS
You acknowledge that the rights of Seller under this contract will not be waived in the event Seller accepts a late or partial payment or delays enforcement of Seller's rights on any occasion and all payments provided for in this contract shall continue to become payable when due. Any change in the terms of this contract must be in writing and signed by Seller and You.

24. LOCATION OF VEHICLE AND NAME OF BUYER
You will not permanently remove the Vehicle from the province or territory You resided in when You signed this contract, change Your name or carry on business under any name except the name shown on this contract without giving Seller prior written notice of each such change. You agree that the Vehicle will not be removed outside the limits of Canada or the continental United States.

25. INDEMNITY
You will indemnify us from and against any claims, demands, actions, causes of action, damages, loss, deficiencies, costs, liabilities and expenses which may be made or brought against us or which we may suffer as a result of the condition, maintenance, use or operation of the Vehicle (including, without limitation, any reduction in the value of the Vehicle as a result of an accident or incident involving the Vehicle, even if any damage caused by such accident or incident has been repaired), or as a result of any breach whatsoever by You of this contract.

26. GENERAL
(a) Time is of the essence of this contract.
(b) The transfer, renewal, extension or assignment of this contract or loss, injury, confiscation, damage or destruction of the Vehicle or any part thereof from whatever cause shall not release You from any obligations under this contract.
(c) This contract replaces and cancels any previous contract or agreement, whether written or oral, between You and Seller with respect to the Vehicle.
(d) You will not assign this contract without the prior consent in writing of Seller. This contract shall apply to and bind You and Your heirs, executors, administrators, successors and permitted assigns and shall enure to the benefit of, be binding upon, and be enforceable by Seller and the Seller's successors and assigns. You agree that the Financial Institution may assign this contract without notice to You.
(e) Any provisions of this contract not in compliance with or prohibited by the laws of any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such noncompliance or prohibition without invalidating the remaining provisions of this contract.
(f) Where permitted by law, You hereby waive Your right to receive copies of any financing statement, financing change statement or verification statement relating to this contract and/or the Vehicle.
(g) All of Your obligations under this contract shall survive the termination of this contract to the extent required for their full observance and performance.
(h) This contract is governed by the laws of the province where You reside as set out on page 1.
(i) So long as this contract remains in effect you agree to execute, acknowledge and deliver such financing statements, financing change statements and further documents as we may reasonably request with respect to the Vehicle in order to give effect to this contract and to pay all costs for related searches and filings, including any fees of a service provider.

27. REQUIRED INSURANCE
You agree to insure the Vehicle adequately by collision and comprehensive insurance and maintain the same so long as You owe any monies under this contract. You may purchase such insurance from a licensed insurer (directly or through an agent) of Your choice, but that insurer must be acceptable to Seller, acting reasonably. You will furnish Seller with satisfactory evidence of such insurance, noting and adequately covering and protecting the interest of Seller, and naming Seller as an insured, if permitted by applicable law, and, in any event, You hereby assign and transfer to Seller any and all insurance proceeds covering or related to the Vehicle. If You fail to comply with the foregoing, You shall be conclusively deemed to be in breach of this contract. If You do not obtain or maintain such insurance, Seller may purchase it for You to protect Seller's interest only. If Seller purchases such insurance, Seller will notify You and You will pay the premium immediately or if paid by Seller You will reimburse Seller upon demand. Any proceeds of such insurance shall be used to repair the Vehicle or if the Vehicle cannot be repaired such proceeds shall be credited to Your account.

INSURANCE INFORMATION	
INSURANCE AGENT / BROKER	INSURANCE COMPANY
Name	Name
Number and Street	Policy Number
City, Province Postal Code	Effective Date From: To:
Telephone Number	Coverage ☐ Comprehensive $ 0.00 Deductible ☐ Collision $ 0.00 Deductible

I/WE AUTHORIZE THE FINANCIAL INSTITUTION TO VERIFY AND MY INSURANCE AGENT / BROKER / COMPANY TO DISCLOSE THIS INSURANCE INFORMATION.

28. Both the Buyer, Co-Buyer(s) (if applicable) and the Seller have requested that the contract be drawn up in English. *L'acheteur et le coacheteur (le cas échéant) ainsi que le vendeur ont tous exigé que ce contrat soit rédigé en anglais.*

PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION AGREEMENT

The Account Holder and the Joint Account Holder (if applicable) identified below (referred to as "you" and "your") hereby authorize ROYAL BANK OF CANADA (referred to as the "Lender"), to debit the account at the bank or other financial institution identified on the voided cheque that you provided to the Lender, or any other account that you have identified below or that you may identify to the Lender from time to time (the "Account") by pre-authorized debit request (a "PAD") for (i) the amount of each payment due at the set intervals specified under the contract between the Lender, the Buyer and the Co-Buyer(s) (if applicable) identified below (the "Contract") on or shortly after each payment due date as set out in the Contract and (ii) at the same time, any overdue payment, unpaid interest or other charges that become due under the Contract at any time, in each case, without prior notice to you. **By signing below you waive your right to receive prior written notice from the Lender of the amount and date of each PAD, including any change thereto.** You understand that this agreement may be cancelled by you at any time upon thirty (30) days written notice given by you to the Lender at 10 York Mills Road, Suite 300 - 3rd Floor, Toronto, Ontario M2P 0A2; however, if you cancel this agreement, the Buyer and the Co-Buyer(s), as the case may be, will remain obligated to pay the Lender all amounts due or owing under the Contract. To obtain a sample cancellation form, or for more information on your right to cancel this agreement, you may contact your financial institution or visit www.cdnpay.ca. You acknowledge that this agreement is being executed and delivered for the benefit of the Lender and the financial institution at which the Account is held (the "Processing Institution") and is being entered into in consideration of such Processing Institution agreeing to process PADs against the Account in accordance with the rules of the Canadian Payments Association. You further acknowledge that delivery of this agreement to the Lender also constitutes delivery thereof by you to the Processing Institution, and that the Processing Institution is not required to verify that each PAD submitted by the Lender has been issued in accordance with this agreement (including the amount) or that the purpose of the payment for which a PAD was submitted has been fulfilled as a condition of honouring a PAD. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca. You understand that you may dispute a PAD if (i) it was not drawn in accordance with this agreement, or (ii) if you have cancelled this agreement. In order to be reimbursed for a disputed PAD, you understand that you must deliver a written declaration stating that either (i) or (ii) above occurred to the Processing Institution within the applicable time period prescribed by the Canadian Payments Association, and if you do not, the disputed PAD must be resolved between you and the Lender directly. You also authorize the Lender to directly deposit to the Account any amounts owing to you under the Contract. ***Each person whose signature is required on the Account must sign below.***

KELLER & SONS FARMING LTD	
Buyer Name	Co-Buyer(s) Name(s)
Account Holder Name	Joint Account Holder Name (if any)

Financial Institution Name : ____________________

Branch Address : ____________________

Financial Institution Number : ______ Transit Number : ______ Account Number : ______

Vehicle Use is for (check one) : Personal Use ☐ Business Use ☐

	AUGUST 10, 2013		AUGUST 10, 2013
Account Holder Signature	Date	Joint Account Holder Signature	Date

PLEASE ATTACH A CHEQUE MARKED "VOID"

ROYAL BANK OF CANADA
10 York Mills Road
Suite 300 - 3rd Floor
Toronto, Ontario M2P 0A2
Tel: 1-800-769-2511

CONTRACT DATE: You signed this contract and received a copy on AUGUST 10 (Month and Day), 2013 (Year).

You acknowledge that You have received the Vehicle described above, in good order, on the Contract Date.

BUYER SIGNS X : ____________________

CO-BUYER SIGNS X : ____________________

CO-BUYER SIGNS X : ____________________

DEALER SIGNS X : ____________________

Title : FBM

ASSIGNMENT
For value, Dealer hereby sells, assigns and transfers to the Bank all its rights and interest in this contract and the Vehicle described above, with recourse ☐, without recourse ☑.

DEALER SIGNS X : ____________________

Title : FBM

Dealer Permit #5118

PURCHASE AGREEMENT

YR. 2012 MAKE CHEVROLET MODEL 2500 CREW 4X4

SERIAL NUMBER 1GC1KVC88CF138514

SALESPERSON GRANT MOFFATT

COLOUR WHITE INT. TRIM STOCK NUMBER F7571 ODOMETER 16,212 km

DATE OF SALE AUG 10 2013

DESCRIPTION OF TRADE

YEAR ______ MAKE ______

MODEL ______ KMS ______

SERIAL NUMBER ______

I hereby transfer to the dealer all my rights, title and ownership in the same above motor vehicle and I declare I am the sole owner and possessor of same and that there is no mortgage, lien, note or claim of any kind or nature adverse to my rights of, upon, to or against said vehicle other than as stated below.
I hereby state that to the best of my knowledge the odometer reading as stated above indicates the total distance actually travelled by this vehicle.

Customer Signature ______

TOTAL PRICE	$ 44,000.00
TRADE ALLOWANCE (GST Included)	$ —
NET DIFFERENCE	$ 44,000.00
RECOVERY EXCISE TAX ON AIR CONDITIONING	$ XXXX 100.00
TIRE ECO-FEE	$ XXXXX
ANTI-THEFT TRANSFER/ADMINISTRATION FEE	$ 349.00
FINANCE ACQUISITION SERVICES (\$255.00)	$ 255.00
RUSTPROOFING	$ —
UNDERCOATING	$ —
PAINTSHIELD	$ —
FABRICSHIELD	$ —
PPSA	$ 90.98
EXTENDED SERVICE PLAN	$ 3,844.00
NET SELLING PRICE	$ 48,538.98
G.S.T.	$ 2,422.40
P.S.T.	$ 3,875.84
SUBTOTAL	$ 54,837.22
DEPOSIT R# 84956	$ 5,000.00
GM REBATE / OTHER	$ —
LIEN ON TRADE	$ —
LIEN HOLDER	
TOTAL	$ 49,837.22

WARRANTY USED VEHICLES
(A) Balance of Manufacturer's Warranty ☒
(B) 30 Day 50/50 Mechanical Only ☐
(C) Safety – No Warranty ☐
(D) As Is – No Warranty ☐
(E) Optimum ☐

IN SERVICE DATES
11 30 2011
month day year

VEHICLE WARRANTY EXPIRES
DATE 11/30/2016
OR
KMS 160,000

EXTENDED SERVICE PLAN
OFFERED ☐
ACCEPTED ☐
REFUSED ☐
NOT AVAILABLE ☐
60/160,000 TOTAL PLUS
Term
Customer Signature

LOGO STAINLESS MUDFLAPS

PREVIOUS USE: 0.00

PREVIOUS REGISTERED U.S.

DISCLOSURE/CAR PROOF PROVIDED
YES ☒
N/A ☐
M.K.
Customer Initial

MAXIMUM ALLOWABLE PAYMENT BY CREDIT CARD IS \$2000.

"PRICE INCLUDES ALL GM REBATES AND BUYER INCENTIVES."

VERBAL AGREEMENTS WILL NOT BE RECOGNIZED.

The purchaser understands that the provisions on the reverse side hereof, incorporated by reference, constitute a part of this order. I, the purchaser, hereby acknowledge receipt of this Agreement and assent to all and singular the conditions and stipulations embodied herein. The Purchase Agreement is not binding until signed by the Purchaser and accepted in writing by the Management. We and our service providers and affiliates will use the information provided by you to (I) perform services as may be directly requested by you, (II) provide more information regarding the products and services of us, our affiliates and business partners, (III) generate statistical and aggregated data that does not identify you personally, and (IV) disclose your information to our service providers and affiliates for the purpose of providing service to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing if in the future you do not consent to any of these uses of information you provide.

NAME KELLER & SONS FARMING LTD

CUSTOMER SIGNATURE

ADDRESS PO BOX 760

CITY CARBERRY

CUSTOMER SIGNATURE

PROV. MB POSTAL CODE R0K 0H0

MANAGEMENT SIGNATURE

PHONE (204) 763-4402 WK/CELL

EMAIL MARKKELLER@HOTMAIL.CA

GST# R131453870 PST# 613695-8

This is exhibit 5 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

ROYFARM MORTGAGE LOAN AGREEMENT
PART 1 - LOAN DETAILS

PREPARATION DATE: May 2, 2011

BORROWER NAME(S): KELLER & SONS FARMING LTD.

GUARANTOR NAME(S): KELLER HOLDINGS LTD.

PROPERTY ADDRESS:

LEGAL DESCRIPTION: SEE ATTACHED SCHEDULE A

("Mortgaged Property")

BRANCH ADDRESS:
180 WELLINGTON ST W 10TH FLR
TORONTO ON M5J 1J1

THIS IS PART 1 of a two-part document (the "Loan Agreement") which together contains the terms and conditions of this Loan. The definitions are included in Part 2 - Terms and Conditions (Form 3489) of the Loan Agreement, but do remember that "**we**", "**our**" and "**us**" mean the above named borrower(s) who has signed the Loan Agreement; and "**you**" and "**your**" mean Royal Bank of Canada; "Mortgagor" means the person(s) who has given or will give a Mortgage as security for the Total Debt and, where applicable, "Guarantor" means the above named guarantor(s) who has signed the Loan Agreement.

You have agreed to advance to us the Aggregate Principal Amount which is noted below by way of one or more loans to be advanced in amounts and on dates established by us, within a period of eighteen (18) months of the loan approval date or in the case of Add-On Loans, advanced in amounts and on dates established at your discretion (all Loans made under the Loan Agreement collectively referred to as the "Loans"). We promise to repay the Total Debt as provided below.

Aggregate Principal Amount: $50,000,000.00

Mortgage Loan Reference #: 29824893

Fee:

SECOND LOAN

Original Principal Amount: $4,550,000.00
Reference #: 29824893 -002
Loan Interest Rate:

[X] CLOSED FIXED @ 5.500 % per annum. calculated half-yearly, not in advance, both before and after maturity, default and judgement.

[ ] OPEN VARIABLE Prime Interest Rate % per annum. Calculated not in advance.

[ ] CLOSED VARIABLE Prime Interest Rate % per annum. Calculated not in advance.

BUSINESS LOAN INSURANCE PLAN: Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any such loan to which this coverage applies. Refer to the Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr) for further explanation and disclosure.

Date of Monthly Payments: **15th of each month**

Interest Adjustment Date: **June 15, 2011**

First Payment Date: **July 15, 2011**

Maturity Date / Fixed Payment Review Date: **June 15, 2016**

Amount of Each Payment: **$27,773.00** principal and interest

FIRST LOAN

Original Principal Amount:	$4,550,000.00
Reference #:	29824893 -001
Loan Interest Rate:	
[X] CLOSED FIXED	@ 4.850 % per annum. calculated half-yearly, not in advance, both before and after maturity, default and judgement.
[ ] OPEN VARIABLE	Prime Interest Rate % per annum. Calculated not in advance.
[ ] CLOSED VARIABLE	Prime Interest Rate % per annum. Calculated not in advance.

Date of Monthly Payments: 15th of each month

Interest Adjustment Date: June 15, 2011

First Payment Date: July 15, 2011

Maturity Date / Fixed Payment Review Date: June 15, 2014

Amount of Each Payment: $26,076.00 principal and interest

BUSINESS LOAN INSURANCE PLAN: Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any such loan to which this coverage applies. Refer to the Business Loan Insurance Plan application (form 3460 Eng or 53460 Fr) for further explanation and disclosure.

IMPORTANT: We acknowledge that you have brought to our attention the terms and conditions set out in Part 2 (Form 3489), a copy of which is attached, which is incorporated into and forms part of this Agreement. We acknowledge receipt of Part 2 (Form 3489) and we agree to everything written there and in this Part 1 of the Agreement.

Parts 1 and 2 of this document have been drawn up and executed in the English language at the express wish of the parties. Les parties 1 et 2 de ce document ont été rédigées et signées en langue anglaise à la demande expresse des parties (Quebec only).

KELLER & SONS FARMING LTD.

Per: ______________________ May 25, 2011
Markus Keller, President & Secretary
Borrower Signature — Date

______________________ ______________
Borrower Signature — Date

______________________ ______________
Borrower Signature — Date

______________________ ______________
Borrower Signature — Date

The undersigned Covenantor(s) confirm to Royal Bank of Canada that they have received copies of and have read and understood Parts 1 and 2 of the Loan Agreement and that they agree to be bound by all of their obligations referred to therein.

KELLER HOLDINGS LTD.

Per: ______________________ May 25, 2011
Markus Keller, ~~President~~ & Secretary
Guarantor Signature — Date

______________________ ______________
Guarantor Signature — Date

______________________ ______________
Guarantor Signature — Date

______________________ ______________
Guarantor Signature — Date

ROYAL BANK OF CANADA

by: ______________________

Name: JAMES FEHR
Title: ACCOUNT MANAGER

ROYFARM MORTGAGE LOAN AGREEMENT
PART 2 - TERMS AND CONDITIONS

1.00 WHAT THE WORDS MEAN: In the Loan Agreement, please remember that:

"We", "our" and "us" mean the borrowers who have signed the Loan Agreement; and

"You" and "your" mean Royal Bank of Canada.

Please also remember that:

"Aggregate Principal Amount" means the total amount of principal we have been authorized to borrow from you under the Loan Agreement that is made up of one or more Loans;

"Borrower" means the borrower named in Part 1 of the Loan Agreement and if more than one person is named therein the term **"Borrower"** means any and all, one or more of them;

"Guarantor" means the Guarantor named in Part 1 of the Loan Agreement and means a party other than the Borrower who has signed the Mortgage as a Mortgagor or has signed a Guarantee of Mortgage or a guarantee in favour of Royal Bank of Canada. If more than one person is named as a Guarantor in the Loan Agreement, the term "Guarantor" means any and all, one or more of them;

"Interest Adjustment Date" means the date prior to the commencement of the calculation of interest for the regular payments on a Loan when accrued interest, calculated at the Loan Interest Rate on the principal amount(s) advanced, becomes due. The Interest Adjustment Date for each Loan is set out in the Loan Agreement;

"Loan Agreement" means the agreement created by the form identified by the heading "Royfarm Mortgage Loan Agreement" (Part 1) which refers to this "Part 2 - Terms and Conditions" and which is signed by us, together with this "Part 2 - Terms and Conditions";

"Loan" and **"Loans"** mean one of the loans granted pursuant to the Loan Agreement and all of the loans granted pursuant to the Loan Agreement, respectively;

"Loan Interest Rate" means the rate of interest payable in respect of a Loan as stated in the Loan Agreement;

"Maturity Date" means the date upon which the interest rate term of a Loan matures;

"Mortgage" means the mortgage given by the Mortgagor as security for the Total Debt;

"Mortgage Interest Rate" means the rate of interest indicated in the Mortgage;

"Mortgaged Property" means the lands and premises that the Mortgagor has charged by way of a mortgage to secure the payment to you of the Aggregate Principal Amount and interest and all other monies payable under the Loan Agreement;

"Mortgagor" means the Borrower and/or the Guarantor and/or the owner of the Mortgaged Property who have given the Mortgage as security for the Borrower's obligations under the Loan Agreement;

"Other Security" has the meaning given in Section 5.02;

"Original Principal Amount" means the principal amount you have advanced in respect of the Loans that you have specified in the Loan Agreement;

"Prime Interest Rate" means the annual rate of interest you announce from time to time as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada. If it is necessary for you to prove the Prime Interest Rate in effect at any time, we agree that your written certificate, setting out the Prime Interest Rate at that time, is sufficient proof for that purpose; and

"Total Debt" means the total amount we owe you under the Loan Agreement made up of the amount, on any day, of the principal balance outstanding on each of the Loans provided in the Loan Agreement, plus interest thereon at the Loan Interest Rate applicable to each such Loan, plus other amounts and expenses (other than principal and interest) payable pursuant to this Loan Agreement or the Mortgage or any Other Security including, without limitation, any future advances as described in Section 2.10.

We agree with you as follows:

2.00 ROYFARM MORTGAGE LOAN

2.01 **Loans:**

(a) If the Aggregate Principal Amount is $50,000 or less, there shall be one Loan which may be advanced in one or more installments.

(b) If the Aggregate Principal Amount is greater than $50,000 but less than $100,000, there may be no more than two Loans, the amounts of which are established by us, which may be advanced in one or more installments.

(c) If the Aggregate Principal Amount exceeds $100,000, each Loan, the amount of which is established by us but which shall not be less than $50,000, may be advanced in one or more installments.

(d) In the event that a Loan is advanced in more than one installment, the amount of each installment must not be less than $5,000.

The aggregate of the Original Principal Amounts of all Loans provided in this Loan Agreement shall not exceed the Aggregate Principal Amount.

2.02 **Disbursement of Loans:**

(a) No advance shall be made until you are satisfied that the Mortgage granted by the Mortgagor has been registered and constitutes a valid charge on the Mortgaged Property having the agreed upon priority.

(b) The first Loan must be entirely disbursed prior to the disbursement of the second Loan, and the second Loan must be entirely disbursed prior to the disbursement of the third Loan and so on for as many Loans as may exist.

(c) It is specifically understood and agreed that you are not obligated to disburse any unadvanced portion of any Loan not fully advanced within eighteen (18) months of the date on which this Loan was first approved.

(d) We will not use any portion of any Loan for the benefit or on behalf of any person other than ourselves.

2.03 **Interest:** We will pay you interest on the principal amounts advanced and outstanding from time to time in respect of each of the Loans at the applicable Loan Interest Rate, both before and after maturity, default and judgment.

2.04 **Compound Interest:** If we have not paid interest when due, you will charge us interest on the overdue amount of interest until it is paid to you. This is called compound interest. You will also charge us interest on compound interest that is overdue both before and after maturity and default until it is paid. Compound interest will be charged periodically at intervals (called rests) that are the same as the payment dates under each Loan. The interest rate for compound interest is the same as the applicable Loan Interest Rate.

2.05 **Loan Interest Rate Changes:** If we have a variable rate Loan, the Loan Interest Rate will change automatically, without notice, each time there is a change in your Prime Interest Rate. The Loan Interest Rate will always be the Prime Interest Rate plus the number of percentage points per annum stipulated in the Loan Agreement. If we have a variable rate Loan we acknowledge that the Loan Interest Rate will be calculated not in advance at the same frequency as the payment frequency for that Loan.

2.06 Payments under Fixed Rate Loans: We will pay you the amount of each regular payment of principal and interest, set out in the Loan Agreement on each payment date during the term of the Loan, for each of the Loans provided where the applicable Loan Interest Rate is a fixed rate of interest (the "Fixed Rate Loan(s)"). The balance of each Fixed Rate Loan will become due and payable on the respective Maturity Date.

2.07 **Payments Under Variable Rate Loans:** We will pay you the amount of each regular payment of principal and interest, set out in the Loan Agreement on each payment date during the term of the Loan, for each of the Loans provided where the applicable Loan Interest Rate is a variable rate of interest (the "Variable Rate Loan(s)"). The balance of each Variable Rate Loan will become due and payable on its respective Maturity Date. While the amount of the regular payment for Variable Rate Loans is fixed under the Loan Agreement, the respective portions of interest and principal that comprise each payment may vary as your Prime Interest Rate, and therefore, the Loan Interest Rate, varies. If the amount of the regular payment is not sufficient to pay all accrued interest due on a payment date, the unpaid balance of accrued interest will be added to the principal balance of the Variable Rate Loan, which will increase the amount outstanding and will bear interest at the Loan Interest Rate. Thus, if the Loan Interest Rate rises, a larger portion of any payment will be applied in payment of interest. Conversely, if the Loan Interest Rate falls, a larger portion of any payment will be applied against principal, which will accelerate the reduction of the principal amount of the Variable Rate Loan.

2.08 **Application of Payments:** You will apply the amount of each payment we make under the Loan Agreement firstly to life insurance premiums, if any, in respect of the Loan which we designate, secondly to interest payable in respect of the Loan which we designate at the Loan Interest Rate applicable to that Loan and you will apply the balance of the payment in reduction of the principal amount of the same Loan. If we are in default under the Loan Agreement, the Mortgage or the Other Security, you will apply any payments we make during the period of default in whatever order you may elect as between taxes, interest, repairs, insurance premiums or other advances you make on our behalf and then against the principal of the Loans as you may elect.

2.09 **Advances:** Neither execution nor registration of the Mortgage nor the advance of the Original Principal Amount of any Loan shall bind you to advance any further unadvanced portion of the Aggregate Principal Amount, unless you, in your discretion, are satisfied that there has been no default under section 4.02 of this Loan Agreement nor any material change in our financial situation or the financial situation of the Guarantor or in respect of the Mortgaged Property (including but not limited to encumbrances, claims or liens registered against the Mortgaged Property).

2.10 **Future Advances:** Notwithstanding repayment by us in whole or in part of the Aggregate Principal Amount, we may, subject to your approval, borrow the amounts that have been repaid in an amount that does not have the effect of increasing the total principal amount then outstanding under the Loans to an amount that exceeds the Aggregate Principal Amount.

2.11 **Payment and Prepayment Privileges:** Provided we are not in default, we acknowledge and agree that:

(a) Fixed Rate Loans and Closed Variable Rate Loans.

(i) 10% Principal Only Payment: Once in each 12 month period (from anniversary date to anniversary date of the Interest Adjustment Date) we may prepay up to 10% of the Original Principal Amount, at any time, without notice or bonus interest. This privilege does not apply if we are prepaying an amount that is greater than 10% of the Original Principal Amount of a Loan.

(ii) 10% Increase in Regular Payments. Once in each 12 month period (from anniversary date to anniversary date of the Interest Adjustment Date), we may increase, on written notice, the regular payments of principal and interest under the Loan by an additional amount not exceeding 10% of the regular payments being paid immediately prior to such increase.

(iii) We cannot exercise unused prepayment privileges described in 2.11(a)(i) and 2.11(a) (ii) in subsequent years, or months, as the case may be. If we make a prepayment or increase our payment, we are still required to make all regular payments.

(iv) Payment of More than 10% of Principal: In addition to the privileges described above, we acknowledge and agree that: (a) if we have a Fixed Rate Loan, we may prepay the whole or any part of the principal amount of a Loan at any time during the term of the Loan upon payment of the greater of: (i) 3 months bonus interest at the Loan Interest Rate; or (ii) the Interest Rate Differential ("IRD"). IRD is the present value of the extent to which interest, calculated at the Loan Interest Rate for the remainder of the Term exceeds interest for the remainder of the Term calculated at the rate you offer at that time for Royfarm loans with terms similar to the time remaining in the term of the Loan (the "Similar Term Rate"), less the interest rate reduction applicable to the Loan being prepaid. The interest rate reduction is referenced in Part 1 of the Loan Agreement and is established on the Interest Adjustment Date; and (b) if we have a closed Variable Rate Loan we may prepay the whole or any part of the principal amount of the Loan upon payment of 3 months bonus interest at the Loan Interest Rate. The prepayment charge in this Section 2.11(iv) is calculated based on the principal amount prepaid.

If the remaining term of the Loan is not exactly the same as a term you offer for Royfarm loans (e.g remaining term is 40 months and you offer 36 month and 48 month Royfarm loans), you shall use a mathematical method called linear interpolation to determine the Similar Term Rate. Linear interpolation works as follows:

Find the nearest longer term and shorter term offered for Royfarm loans to the remaining term of the Loan, as of the prepayment date.

Calculate the number of days between the shorter term and the prepayment date (A).

Calculate the number of days between the shorter term and the longer term (B).

Calculate the difference between the interest rates for the longer term and the shorter term (C).

The 'Similar Term Rate' for the IRD calculation is equal to [C times A divided by B] plus the interest rate applicable to the shorter term.

Linear Interpolation Similar Term Rate and Interest Rate Differential (IRD) Illustration:

Pertinent Loan Details	
Loan Amount	$100,000
Loan Rate:	Offered Rate: 7.00%, Client Discount 0.50%,
Client Rate:	6.50%
Remaining Term:	40 months
Nearest Shorter Term:	36 months, Offered Rate: 5.00%
Nearest Longer Term:	48 months, Offered Rate: 5.50%

Number of days between shorter term and prepayment date = 122 (A)

Number of days between shorter and longer terms = 365 (B)

Similar Term Rate Calculation:

C = 5.50% - 5.00% = 0.50%

Similar Term Rate = [C X A / B] + 5.00% = [0.50% X 122 / 365] + 5.00% = 0.17% + 5.00% = 5.17%

IRD Calculation Illustration (oversimplified for illustrative purposes)

IRD = Loan Amount X [Client Rate - (Similar Term Rate - Client Discount)] X Remaining Term (years)

= $100,000 X [6.50% - (5.17% - 0.50%)] X 40months / 12months = $6,100. This calculation is for illustration purposes only. Should we wish to prepay, we will contact you and you will provide us with the precise amount of the prepayment charge.

We also agree that if prior to the end of the term we wish to amend a Loan Interest Rate or the term of a Loan, we will pay your breakage costs relating to the change in the interest rate or term of the applicable Loan. The breakage costs shall be calculated using the calculation set out immediately above in Section 2.11(a)(iv).

(b) Open Variable Rate Loans:

(i) If we have an open Variable Rate Loan, we may prepay the whole or any part of the principal amount of the Loan at any time without notice or bonus interest, but any such prepayment must not be less than $500.00.

(ii) Once in each 12 month period (from anniversary date to anniversary date of the Interest Adjustment Date), we may increase, on written notice, the regular payments of principal and interest under the Loan by an unlimited additional amount.

(c) Amount of Regular Payment Not Affected: Any prepayment of principal made pursuant to the prepayment privileges described above will not affect the amount of the regular payments which will continue to be the same amount regardless of any such prepayment until the whole of the Original Principal Amount of the applicable Loan has been paid in full.

(d) No Other Prepayments: We may not prepay the Loan except as set forth above.

(e) Non-Monthly Payment Option: If we select the Non-Monthly Payment Option, the amount of our weekly, bi-weekly or semi-monthly payment of principal and interest will be calculated according to the following formulas:

(i) Weekly: monthly principal and interest payment x 12 ÷ 52, collected 52 times each year;

(ii) Bi-Weekly: monthly principal and interest payment x 12 ÷ 26, collected 26 times each year;

(iii) Semi-Monthly: monthly principal and interest payment ÷ 2, collected 2 times each month, fifteen days apart.

You may terminate the Non-Monthly Payment Option immediately and without notice to us in the event that we are in default under the Loan Agreement, the Mortgage or the Other Security.

(f) Accelerated Payment Option: If we select the Accelerated Payment Option, the amount of our weekly or bi-weekly payment of principal and interest will be higher than the corresponding non-accelerated payment, thereby reducing the amortization of the Loan.

The following formulae are used to calculate our payment of principal and interest:

(i) Weekly: monthly principal and interest payment x 12 ÷ 48, collected 52 times each year;

(ii) Bi-Weekly: monthly principal and interest payment x 12 ÷ 24, collected 26 times each year.

(g) Convertibility Option:

If we have a Closed Variable Rate Loan, then during the term of the Loan, we may, without bonus interest, convert the term, effective on any regular payment date (the "conversion date") to a Closed Fixed Rate Loan with a term that is longer than the remaining term of the Loan immediately prior to the conversion date. We must notify you in writing of our desire to convert to the new term no more than 30 days and at least 5 days prior to the conversion date. The rate of interest for the new term will be that in effect on the date we notify you in writing. We must also sign your Conversion Agreement. It will set out the terms and conditions of the amended Loan, including interest rate, term and if any, prepayment options.

2.12 Renewals: Each of the Loans under the Loan Agreement may, at your option, be renewed or extended by an agreement in writing at maturity for any term selected by us. If we do not sign and return to you the renewal agreement by the maturity date, the Loan will be automatically renewed on the terms set out in the renewal agreement.

You shall, at all times, and at your entire discretion, have the right to renew our Loans for such terms as appropriate, to make all our Loans mature on the date which coincides with the latest Maturity Date then outstanding.

The Mortgagor acknowledges that subject to the Mortgagor not being a corporation the *Interest Act* and certain provincial statutes permit the prepayment of mortgages with three months further interest once five years have elapsed from the date of the mortgage. The Mortgagor, provided it is not a corporation, agrees that for the purpose of this statutory right of prepayment only, the effective date of the Loan Agreement and the Mortgage will be the Effective Date set forth in the renewal or amendment of each Loan.

The Guarantor agrees as follows:

3.00 GUARANTOR'S PROMISES AND AGREEMENT

3.01 As you would not have agreed to lend the Aggregate Principal Amount to the Borrower without the promises of the Guarantor and in consideration of you advancing all or part of the Aggregate Principal Amount to the Borrower at the request of the Guarantor, the Guarantor promises

(a) to pay all of the payments due under the Loan Agreement, and

(b) to keep and perform all of the Borrower's obligations under the Loan Agreement.

3.02 The Guarantor agrees that, with or without notice, the following shall in no way affect any of the promises of the Guarantor or the liability of the Guarantor to you:

(a) a discharge of the Mortgaged Property or any part of the Mortgaged Property from the Mortgage;

(b) any disregard or waiver of a default;

(c) the giving of extra time to the Borrower to (i) do something that the Borrower has agreed to do, or (ii) cure a default;

(d) any other dealing between the Borrower and you which concerns this Loan Agreement or the Mortgage.

3.03 All of the Guarantor's promises shall be binding on the Guarantor until all of the Total Debt is fully paid to you.

3.04 The Guarantor is a primary debtor to the same extent as if the Guarantor has signed this Loan Agreement as a Borrower and the Guarantor's promises and agreements are joint and several with the Borrower's promises and agreements. This means that the Guarantor and the Borrower are both liable to perform all of the Borrower's promises and agreements.

3.05 If more than one person signs the Loan Agreement as a Guarantor, the promises are joint and several.

4.00 GENERAL TERMS OF AGREEMENT

4.01 **Payment:** Unless you otherwise agree, we must make all payments under the Loan Agreement in money which is legal tender in Canada at the time of payment.

4.02 Default: If we or the Guarantor do not perform any of the terms and conditions contained in the Loan Agreement, or in the Mortgage or any other agreement relating to the Loan Agreement, then, at your option, all monies owing under the Loan Agreement with accrued interest will become due and payable, and you will have the right to exercise all of the powers given to you under the Loan Agreement, the Mortgage and the Other Security. In addition to the rights described above, you shall be entitled, at your option, to require payment of 3 months bonus interest in advance at the Loan Interest Rate calculated on the principal, and we and the Guarantor shall not be entitled to require a discharge of the Mortgage without such payment.

The mere lapse of the time fixed for performing an obligation under the Loan Agreement will have the effect of putting us in default of it, but your failure to exercise any of your rights arising from such a default shall not constitute a waiver of such rights.

We also agree that if we default in the payment of any indebtedness owing to you or owing to any other entity, person or government department or agency other than you, or in the performance or observance of any agreement in respect of any such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated, such default shall constitute an event of default under the Loan Agreement. In the event of such default then, at your option, all monies owing under the Loan Agreement with accrued interest will become due and payable, and you will have the right to exercise all of the powers given to you under the Loan Agreement, the Mortgage and the Other Security.

4.03 **Material Adverse Change:** If in your opinion there is a material adverse change in the financial condition, operation or ownership of the Borrower(s) or Guarantor(s) then, at your option, all monies owing under the Loan Agreement with accrued interest will become due and payable, and you will have the right to exercise all of the powers given to you under the Loan Agreement, the Mortgage and the Other Security.

4.04 **Due on Sale:** If the Mortgagor transfers or sells, or agrees to sell or transfer the title to the Mortgaged Property to a transferee or purchaser you do not approve of in writing, and who has not personally assumed (with the consent of his or her spouse where required by law) all of our obligations under the Loan Agreement and under the Mortgage or any other agreement relating to the Loan Agreement and all of the Mortgagor's obligations under the Mortgage by executing an assumption agreement in the form you require, then, at your option, all monies owing under the Loan Agreement, with accrued interest, will become due and payable.

4.05 **Prohibition Against Rental:** The Mortgagor may not rent the whole or any part of the Mortgaged Property without your consent. You have the right to declare the amount of all monies owing under the Loan Agreement due and payable if the Mortgagor does so, and, if the Loan is a Fixed Rate Loan you may charge for loss of investment which amount shall be calculated in accordance with Section 2.11(a)(iv).

4.06 **Proof of Total Debt:** You will keep records showing the amounts you have loaned to us, and the amounts we have repaid to you, in respect of each Loan. These records will, in the absence of manifest error, be sufficient proof of the Total Debt we owe to you at any time.

4.07 **Expenses:** We will pay all fees, expenses and legal costs (on the basis of a solicitor and its own client) incurred by you in connection with the Loan Agreement, the Mortgage and the Other Security and the enforcement of your rights against us or under the Mortgage or Other Security. These costs and expenses may include (but are not limited to) costs of appraisals, inspections, financial reviews, amendments, registrations, searches, discharges and actions taken in connection with the preservation of your rights under the Loan Agreement, the Mortgage or the Other Security. We also agree that if we prepay more than 10% of a closed Loan, we will pay your processing fee. We acknowledge that this fee may change from time to time. Currently this fee is $150.

4.08 **Interpretation:** For the purposes of the Loan Agreement, the word "mortgage" includes hypothec.

4.09 **Binding Agreement:** The Loan Agreement is binding upon and operates to the benefit of the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

4.10 **Joint and Several Liability:** Where there is more than one Borrower under this Loan Agreement, their obligations herein shall be joint and several.

4.11 **Change of control of farming corporation:** Where the Mortgagor is a farming corporation, we covenant and agree that in the event: (a) we fail to supply you, in a form satisfactory to you, such information relating to the ownership of the shares of the Mortgagor as you may from time to time require; or (b) without your written consent, we (i) issue or redeem any of the shares of the Mortgagor or transfer any of its shares, (ii) there is a sale or sales of the shares of the Mortgagor which result in the transfer of the legal or beneficial interest of a majority of all the shares of the Mortgagor, or (iii) there is a change in the effective control of the majority of the voting shares of the Mortgagor, all of the Original Principal Amount secured by the Mortgage together and accrued interest thereon shall forthwith become due and payable at your option and your powers of sale of the Mortgaged Property under the Mortgage and all other remedies for enforcement by you shall be exercisable.

4.12 **Reviews:** You may conduct annual or periodic reviews of our affairs, at the times determined by you and upon timely notice to us for the purpose of determining our financial performance. We will make available to you all information that you may reasonably require and do all things reasonably necessary to facilitate your review.

5.00 SECURITY

5.01 As continuing collateral security for the Loan Agreement, the Mortgagor has charged the Mortgaged Property in the Aggregate Principal Amount, and interest and other amounts owing by us to you under the Loan Agreement. While the respective amounts of principal outstanding in respect of each Loan under the Loan Agreement may, subject to your approval, change from time to time and be reduced and thereafter increased or entirely extinguished and thereafter incurred again, we agree that at any one time the Mortgage given as security for the Loan Agreement will secure the Total Debt described in the Loan Agreement.

5.02 We and the Guarantor will execute such additional security agreements as are required by you, which may include but are not limited to a General Security Agreement, a chattel mortgage, assignment of rents, assignment of accounts receivable, assignment of production quotas, powers of attorney or other security, on your standard form for same existing at the time you require us to do so, which individually or collectively are referred to in this Loan Agreement as the "Other Security".

5.03 The Mortgagor shall not under any circumstances grant a mortgage on the property ranking subsequently in priority to the Mortgage, without having received your prior written consent. If such a mortgage is granted, it shall constitute an event of default under the Loan Agreement and you may exercise the remedies set out in Section 4.02.

5.04 The Mortgage is in addition to and not in substitution for any other security held by you in respect of any of our indebtedness to you, including any Other Security for all or any part of the Aggregate Principal Amount, and we understand and agree that you may pursue your remedies under the Mortgage concurrently or successively at your option. Any judgement or recovery under the Mortgage or under any Other Security held by you for the Aggregate Principal Amount shall not affect your right to realize upon the Mortgage or any other such security, including any Other Security.

In particular, and without limiting the generality of the foregoing, we acknowledge and agree that the Mortgage is in addition to, and not in substitution for, any other mortgage which may have been granted by the Mortgagor to you.

6.0 LANGUAGE OF AGREEMENTS

6.0 **Language:** The parties have expressly requested that this agreement and all related documents, including notices, be drawn up in the English language. À la demande expresse des parties, cette entente et tout document y afférent, y compris les avis, ont été rédigés en langue anglaise (Quebec only/Québec seulement).

This is exhibit 6 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA ("RBC")**, a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all inventory of whatever kind and wherever situate;

(ii) all equipment (other than inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, 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 Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and Intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC 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 RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When 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 dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY		PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY		PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
KELLER & SONS FARMING LTD.			
ADDRESS OF BUSINESS DEBTOR PO BOX 760	CITY CARBERRY	PROVINCE MB	POSTAL CODE R0K 0H0

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 25th day of May, 2011.

KELLER & SONS FARMING LTD.

WITNESS ______________ Per: ______________ (Seal)
Markus Keller
President & Secretary

WITNESS ______________ ______________ (Seal)

BRANCH ADDRESS

WPG R/E AGRI-BUS/SUPPLY CHAIN COMM
220 PORTAGE AVE-2ND FLR PO BOX 923 STN MAIN
WINNIPEG MB
R3C 2T5

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. Locations of Debtor's Business Operations

   NW 33-10-16 W
   CARBERRY, MANITOBA
   R0K 0H0

2. Locations of Records relating to Collateral (if different from 1. above)

   SAME AS ABOVE

3. Locations of Collateral (if different from 1. above)

   SAME AS ABOVE

SCHEDULE "C"

(DESCRIPTION OF PROPERTY)

SEE ATTACHED EQUIPMENT LIST

Equipment List -Keller and Sons Fa

Book Value over $100,000.00

Equipment	[illegible]	Model	Year	Serial #	Value
1-Potato Harvester	Double L	973	2010	97310356	202,356.82
1-Windrower	Spudnik	6160	2010	6160-55-45	122,564.05
1-Windrower	Spudnik	6160	2010	6160-55-46	122,564.05
1-Sprayer	John Deere	4930	2009	4930X006727	365,585.74
1-Loader	John Deere	930G	2007	TTWR02697	111,145.64

This is exhibit 7 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

GENERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made the 25th day of May, 2011,

BY:

KELLER & SONS FARMING LTD.
(hereinafter called the "**Assignor**")

IN FAVOUR OF:

ROYAL BANK OF CANADA
for and on its own behalf and as agent for and on behalf of
NATIONAL BANK OF CANADA
(hereinafter called the "**Assignee**")

WHEREAS, by a Mortgage dated the 25th day of May, 2011 and registered in the Land Registry Office for the Land (Registry/Titles) Divisions of Brandon as instrument No. 1289048 and Morden as instrument no. 1159694 the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described in Schedule "A" hereto annexed (which lands and premises, including all buildings, fixtures and improvements from time to time located thereon during the existence of the Mortgage are hereinafter referred to as the "**Mortgaged Premises**") which Mortgage secures payment of the sum of TWENTY FIVE MILLION ($25,000,000.00) DOLLARS and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS, it is a condition of the lending of the monies secured or to be secured by the Mortgage, that the Assignor should assign to the Assignee, its successors and assigns, it was agreed between the parties hereto that, subject to the terms and conditions herein set forth, the Assignor would assign to the Assignee, by way of additional and collateral security, the benefit of all leases in respect of the Mortgaged Premises or any part thereof, together with all rents and other monies now due or accruing due or at any time hereafter to become due under any and all leases, present and future, made or existing during the existence of the Mortgage in respect of the Mortgaged Premises or any part thereof;

NOW THEREFORE, in consideration of (a) the premises hereto, (b) the Assignee having agreed to loan the monies secured by the Mortgage to the Assignor and (c) the sum of Ten ($10.00) Dollars and other good and valuable consideration now paid by the Assignee or the Assignor (the receipt and sufficiency whereof is hereby acknowledged), it is hereby covenanted and agreed by the Assignor as follows:

(1) As collateral and additional security to the Mortgage the Assignor hereby assigns, transfers, sets over and grants unto the Assignee all of the Assignor's right, title and interest to the following, together with a security interest in any and all rents and other monies (collectively, the "**Rental Income**") now due or accruing due or at any time

hereafter to become due or owing under the following, namely:

(a) all present offers to lease, leases, tenancy agreements or licences, and any amendments thereto, made by the Assignor, or its agents, successors, assigns or predecessors-in-title as lessor or licensor and persons, firms or corporations using or occupying or entitled to use or occupy part or parts of the Mortgaged Premises for any purpose as lessee or licensee;

(b) all future offers to lease, leases, tenancy agreements or licences and any amendments thereto, made by the Assignor or its agents, successors and assigns, as lessor or licensor and persons, firms or corporations using or occupying or entitled to use or occupy part or parts of the Mortgaged Premises at any time in the future for any purpose as lessee or licensee which the Assignor or its agents, successors or assigns as lessor or licensor may enter into following the making of this Assignment, and which offers to lease, leases, tenancy agreements or licences, and any amendments thereto, shall have their term or any part thereof running concurrently with the term or part of the term of the Mortgage or any renewal or extension thereof; and

(c) every existing and future guarantee of any or all of the obligations of any existing or future lessee, occupier or licencee of any portion of the Mortgaged Premises;

(collectively, the "**Leases**", and individually a "**Lease**"), together with all benefits and advantages to be derived therefrom to have and to hold unto the Assignee until all monies owing and all obligations of the Assignor in respect of the Mortgage have been fully paid, satisfied and fulfilled, with full and sufficient power and authority to demand, collect, sue for, recover, receive and give receipts for the Rental Income and to enforce payment thereof in the name of the Assignor, and to enforce in the name of the Assignor, all of the covenants, terms, undertakings, premises and agreements contained expressly or impliedly in the Leases.

(2) The Assignor has not, prior to the date hereof, done or caused to be done or omitted to be done and shall not hereafter do or cause to be done or omit to do anything having the effect of terminating, cancelling, surrendering, accepting a surrender of or otherwise affecting the Leases or any of them, nor shall the Assignor do or cause to be done or omit to do anything which has the effect of waiving, releasing, reducing, abating, causing a prepayment or otherwise affecting any rights or remedies of the lessor under any Lease, nor shall the Assignor do or cause to be done or omit to do anything which has the effect of waiving, releasing, reducing, abating, causing a prepayment or otherwise affecting any obligations of any lessee under any Lease, save and except in accordance with prudent commercial practices and in the ordinary course of daily management and leasing of residential suites in an apartment complex and all without material adverse effect to the lease income from the Mortgaged Premises.

(3) None of the rights, remedies and obligations of the lessor under any Lease are now or shall at any time hereafter be affected by any other agreement, document, instrument or understanding of the Assignor without the prior written approval

of the Assignee and all without material adverse effect to the lease income from the Mortgaged Premises and the Assignor hereby covenants and agrees to and with the Assignee that there shall not be any defences, set-offs or counterclaims by any lessee of a material nature under any Lease with respect to any claim made by the Assignee acting pursuant to this Assignment.

(4) No lessee is or lessees are presently in default under any existing Lease(s) which would have a material adverse effect on the Rental Income derived from the Lease(s), and there is no outstanding material dispute or claim between the Assignor and any lessee in respect of any existing Lease as at the date hereof which would have a material adverse effect on the Rental Income derived from the Lease(s).

(5) The Assignor shall, in leasing and demising premises within the Mortgaged Premises from time to time, utilize commercially reasonable forms of lease agreements consistent with the Assignor's current form of lease document, provided always that such forms and agreements shall comply with the from time to time applicable legislation governing the same.

(6) None of the Leases, or the Assignor's rights thereunder, including the right to receive all Rental Income therefrom or thereby, has been or will be assigned, encumbered, discounted or anticipated (except to the Assignee) without the prior consent in writing of the Assignee, not to be unreasonably withheld.

(7) None of the Rental Income has been or will be paid or repaid in advance for a period greater than one month (except where specifically permitted by the terms of any of the Leases) and any payment made in contravention of this provision shall be deemed to be trust monies and held by the recipient for the benefit of the Assignee.

(8) The Assignor shall keep, observe and perform and require the lessees to keep, observe and perform all of the covenants, agreements and provisions of the Leases on their parts to be kept, observed and performed.

(9) Provided there is no default under the Mortgage, the Assignor shall be permitted to collect and receive all monies and other property payable by the lessees under the Leases according to the terms of the Leases, and the Assignor shall be permitted to enforce and take full advantage of all of the covenants, undertakings, promises and agreements of the lessees under the Leases, until such time as the Assignee shall have given notice to any lessees based upon the Assignor being in default under the Mortgage, as the Assignee after such default shall in its sole discretion deem necessary, requiring the lessees or any of them to attorn tenant to the Assignee, in which event the Assignee shall thereafter fully stand and be in the place and stead of the Assignor with respect to such Lease or Leases, provided that the Assignee shall not be liable to any lessees for or by virtue of any breach of any Lease by the Assignor prior to the time of attornment as aforesaid, and provided further that the Assignee may, in its sole discretion, permit the Assignor to again re-assume the benefits and obligations of any Lease, and in particular, the right to collect all monies payable to the lessor thereunder, in which last mentioned event this Assignment shall nevertheless continue in full force and effect from time to time thereafter until such time as all monies secured by the Mortgage have been repaid in full. After the communication of notice as aforesaid, any and all monies received by the Assignor pursuant to any Lease shall be

received by it as trustee for the Assignee and the same shall be paid over to the Assignee forthwith upon the receipt thereof by the Assignor, without demand being made therefor. Should any default existing under the Mortgage be fully rectified by the Assignor with the Mortgage then brought into good standing, the Assignor shall then again be entitled to collect and receive all monies and other property payable by the lessees as aforesaid.

(10) Nothing in this Assignment or done pursuant hereto shall render or be construed to render the Assignee responsible for the collection of any rents or other monies or for the performance or observance of any covenants, terms, agreements, obligations or conditions contained in any Leases, and the Assignee shall not be deemed to be a mortgagee in possession of the Mortgaged Premises by virtue of this Assignment or anything done pursuant hereto, and the Assignee shall be liable to account only for such monies as actually come into its hands, less proper collection charges and costs (including solicitor and client costs) in connection therewith and shall not be responsible for any act or default of any agent employed by the Assignee for the collection of rents or for the care of or dealing with the Mortgaged Premises and such monies when so received by the Assignee shall be applied on account of any indebtedness of the Assignor to the Assignee.

(11) The Assignor further acknowledges, covenants, undertakes and agrees that this Assignment is in addition to and not in substitution for any other security or securities now or hereafter held by the Assignee to secure repayment of the loan secured by the Mortgage, and the Assignor acknowledges and agrees that any action or proceeding taken by the Assignee under any security or securities held to secure repayment of the said loan shall not operate as a merger of the Assignee's rights under any other security held, nor shall same discharge or prejudice or affect or derogate from the Assignee's rights, powers and privileges under the other of such securities, and the Assignee shall be entitled to proceed from time to time as it determines in its sole discretion, to exercise its rights, powers and privileges under such securities or any one or more of them in whatever order or sequence it, in its sole discretion, determines. It is further understood, covenanted and agreed by the Assignor that default under any one or more of such securities shall be deemed ipso facto to be default under all other securities.

(12) Notwithstanding any other provision hereof, the Assignee shall be permitted to exercise its rights pursuant to this Assignment with respect to any one or more of the Leases and the rights, powers, privileges and claims of the Assignee pursuant to this Assignment shall apply to each of the Leases individually and separately as if the Assignor had executed separate assignments of lease instruments for and with respect to each and every Lease.

(13) The Assignor hereby covenants and agrees to do or cause to be done all things and execute and deliver all such further and other assignments, documents, instruments and assurances as may be reasonably required in order to effectuate this Assignment and the security contemplated thereby. Without restricting the generality of the foregoing, the Assignor shall, upon the request of the Assignee at any time during the term of the Mortgage, execute and deliver to the Assignee specific assignments of Leases not previously or otherwise assigned to the Assignee other than by this assignment covering the Mortgaged Premises and specific assignments of Rental

income due under any such Leases, such assignments to be in form and content satisfactory to the Assignee, and any notice or notices to the lessees giving notice of the Assignee's rights hereunder or under any specific assignment of Leases or any of them.

(14) The Assignor shall, upon request of the Assignee, within thirty (30) days following the execution of any Lease or Leases, or any renewals thereof, give notice in writing to the Assignee of the making of such lease or renewal, as the case may be, and shall provide, by letter directed to the Assignee at its office in the City of Winnipeg, or such other place as the Assignee may direct, the full name of the lessee, the term of the lease, the rent reserved and the renewal privilege, if any, under the said lease or renewal, and shall provide with such letter a true copy of such lease or renewal.

(15) This Assignment is taken by way of additional security only, and neither the taking of this Assignment nor anything done in pursuance hereto shall make the Assignee liable in any way, as landlord or otherwise, for the performance of covenants, obligations or liabilities under the Leases or any of them.

(16) Notwithstanding anything herein contained and whether or not expressly stipulated herein, every notice, request or other communication contemplated hereby or otherwise relating hereto shall be in writing. Every notice, request or other communication required or permitted to be communicated hereunder, may be (a) served personally by leaving it with the party to whom it is to be communicated, (b) communicated by telex or telecommunications facilities to the party to whom it is to be communicated or (c) mailed by pre-paid registered mail (with acknowledgment of receipt requested) to the party to whom it is to be communicated. If a notice is served personally, it shall be deemed to have been validly communicated to and received by the party to whom it was addressed on the date on which it was delivered. If a notice is communicated by telex or telecommunications facilities, it shall be deemed to have been validly communicated to and received by the party to whom it was addressed on the expiry of eight hours after it was transmitted or 9:00 o'clock a.m. (according to the time zone of the party to whom it was addressed) on the day next following its transmission, whichever is later. If a notice is mailed as aforesaid, it shall be deemed to have been validly communicated to and to have been received by the addressee thereof on the third day following the mailing thereof in Canada, provided that no party shall mail any notice during any period during which Canadian postal workers, whether in the whole of Canada or in any region thereof where a notice is to be communicated, are on strike, are withholding of services or lock-out is threatened or has just been terminated so that, in the result, it may be adversely affected. Any address as provided for in this paragraph may be changed by written notice as contemplated by this paragraph, and the respective addresses of the parties hereto for the communication of notice shall be as follows:

as to the Assignor:
P.O. Box 760
Carberry, Manitoba R0K 0H0
Facsimile No. (204) 763-4625

as to the Assignee:
2nd Floor, 220 Portage Avenue
Winnipeg, Manitoba R3C 0A5

Facsimile No.: (204) 988-4487

As to any lessees, as set forth in the Leases respectively.

(17) The Assignor represents and warrants to and agrees with the Assignee that:

(a) the Assignor has full power, legal right and corporate authority to enter into, execute and deliver this Assignment and any other agreement contemplated hereby and to do all acts and things as are required or contemplated hereunder or thereunder to be done, observed and performed by it;

(b) the Assignor has taken all necessary corporate action to authorize the execution, delivery and performance of this Assignment and all other agreements contemplated hereby and the performance by it of all acts and things as are required or contemplated hereunder or thereunder to be done, observed and performed by it, and no such action requires the consent or approval of any regulatory authority or governmental authority or agency having jurisdiction over the Assignor;

(c) this Assignment constitutes a valid and legal binding obligation of the Assignor, enforceable against it in accordance with the terms hereof, and the existing Leases constitute valid and legally binding obligations of the Assignor and the respective parties thereto and to the best of the knowledge of the Assignor, enforceable against each of them in accordance with the respective terms thereof;

(d) there is no previous enforceable assignment of leases affecting the Leases, or any of them;

(e) each of the Leases is the only lease of the portion of the Mortgaged Premises dealt with in such Lease and no other person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the lease of the said portion other than pursuant to such Lease;

All representations and warranties of the Assignor in this paragraph 17 are material and shall be deemed to have been relied upon by the Assignee and shall survive the execution, delivery and performance hereof, and continue in full force and effect for the benefit of the Assignee.

(18) No waiver by the Assignee of any breach by the Assignor of any term hereof, whether expressed or implied or negative or positive in form, shall have any effect or shall be binding unless the same be in writing, and any such waiver shall extend only to the particular breach so waived and shall not limit or affect the rights of the Assignee with respect to any other or future breach.

(19) Each and every term of this Assignment is and shall be severable one from the other, and in the event that any term hereof is at any time declared by a

tribunal of competent jurisdiction to be void, invalid or unenforceable, the same shall not extend to invalidate, render void or render unenforceable any other term, condition or provision of this Assignment.

(20) This Assignment shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the Province of Manitoba. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Manitoba.

(21) Time shall be of the essence hereof.

(22) This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(23) In this Assignment:

(a) Any reference to an entity shall include and shall be deemed to include a reference to any entity that is a successor to such entity;

(b) The terms "this Assignment", "hereof", "herein", "hereunder" and similar expressions refer, for greater certainty, to this Assignment and not to any particular paragraph, sub-paragraph or other portion;

(c) Words importing the singular number only shall include the plural and vice versa;

(d) Words importing one gender only shall include all genders;

(e) The term "lessor" shall include "landlord" and all like terms and the term "lessee" shall include "tenant" and all like terms.

(24) The Assignor hereby waives the requirement for the Assignee to provide it with a copy of the financing statement and the confirmation of registration related thereto issued by the Personal Property Registry Office covering this security agreement.

IN WITNESS WHEREOF the Assignor has hereunto affixed its corporate seal attested to by the hand of its proper officer duly authorized in that behalf, this 26th day of May, 2011.

KELLER & SONS FARMING LTD.

Per: ______________________
Name: Markus Keller
Its: President

SCHEDULE "A"

Description of Property

BRANDON LAND TITLES OFFICE

Title No. 1563655
NE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991

Title No. 1563660
NW ¼ 23-10-17 WPM

Title No. 1563668
SE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991

Title No. 1563662
SW ¼ 23-10-17 WPM
exc firstly: road plan 30968 BLTO
secondly: all coal, petroleum and valuable stone as set forth in Deed No. 91991

Title No. 1761155
Parcel One: NE ¼ 6-11-16 WPM exc:
Firstly: Rly right of way plan 50 BLTO
Secondly: road plan 1721 BLTO.
Parcel Two: SE ¼ 6-11-16 WPM
Exc Rly right of way plan 50 BLTO

Title No. 1478927
NW ¼ 3-11-16 WPM exc:
Firstly: road plan 1721 WPM
Secondly: all mines and minerals as set forth in deeds no. 119555 and 137952

Title No. 1478935
Parcel One: all that portion of SE ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. 94826.
Parcel Two: all that portion of SW ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO.
Parcel Three: all that portion of S ½ 5-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. R23142.
Parcel Four: NE ¼ 32-10-16 WPM exc all mines and minerals as reserved in the grant from the Crown.
Parcel Five: NW ¼ 32-10-16 WPM.
Parcel Six: N ½ of NE ¼ 31-10-16 WPM.

Title No. 1478934
S ½ 3-11-16 WPM exc:
Firstly: Rly plan 50 BLTO
Secondly: all mines and minerals as set forth in deeds nos. 119555 and 137952.

Title No. 2355218
The SW ¼ of section 2-11-16 WPM exc
Firstly: Rly plan 50 BLTO
Secondly: road plan 411 BLTO
And thirdly: all mines and minerals as reserved in the grant from the Crown

Title No. 1478929
SW ¼ 33-10-16 WPM Exc:
Firstly: SLY 1320 feet perp
Secondly: All mines and minerals as set forth in Deed No. 98161.

Title No. 2356180
Parcel One: The SLY 1320 feet perp of SW ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.
Parcel Two: The SE ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.

Title No. 1761158
N ½ 33-10-16 WPM

Title No. 2389504
Lot 1 Plan 37826 BLTO in SE ¼ 13-8-17 WPM

Title No. 1563709
All that portion of SE ¼ 36-8-17 WPM which lies South of Road Plan 22430 BLTO and NE of Road No. 2 as shown on said plan
Exc all mines and minerals as set forth in Transfer No. 95-9508.

Title No. Issuing
Parcel One: NE ¼ 13-8-17 WPM
Parcel Two: SE ¼ 13-8-17 WPM
Exc Sly 900 feet of Ely 900 feet
Parcel Three: W ½ 13-8-17 WPM exc
Firstly: out of SW ¼ said section the
Wly 648.5 feet perp of most Sly 700 feet perp
Secondly: road plan 22047 BLTO

MORDEN LAND TITLES OFFICE

Title No. 1905772
The SLY 1320 feet perp of SW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Secondly – Road Plan 22422 MLTO

Title No. 1564309
Parcel I: NW ¼ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Transfer Nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO
Parcel II: The S ½ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Real Property Application 3810 MLTO and Transfer 142630 MLTO

Title No. 2358095
The NE ¼ of Section 30-8-16 WPM

Title No. 1905774
SW ¼ 6-9-16 WPM
Excepting
Firstly – The Sly 1320 feet perp
Secondly – all mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Thirdly – Road Plan 22422 MLTO

Title No. 1829782
Parcel I:
NW ¼ 30-8-16 WPM
Excepting – All mines and minerals in Transfer Nos. 38148 MLTO (C Div), 49604 MLTO (C Div) and 60416 MLTO (C Div)
Parcel II:
SW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All mines and minerals as in Transfer 22606 MLTO (C Div)
Parcel III:
E ½ 31-8-16 WPM
Excepting
Firstly – All mines and minerals as in Deed 30081 MLTO (C Div)
Secondly – The NLY 1320 feet perp of NE ¼
Parcel IV:
NW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All coal, petroleum and valuable stone in Deed 38457 MLTO (C Div)

This is exhibit 8 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

SPECIFIC ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT made the 25th day of May, 2011,

BY:

KELLER & SONS FARMING LTD.
(hereinafter called the "**Assignor**")

OF THE FIRST PART,

IN FAVOUR OF:

ROYAL BANK OF CANADA
for and on its own behalf and as agent for and on behalf of
NATIONAL BANK OF CANADA
(hereinafter called the "**Assignee**")

OF THE SECOND PART.

WHEREAS by a Mortgage dated the 25th day of May, 2011 and registered in the Land Registry Office for the Land (Registry/Titles) Divisions of Brandon as instrument No. 1289048 and Morden as instrument no. 1159694 the Assignor herein did grant and mortgage unto the Assignee herein the lands and premises more particularly described in Schedule "A" hereto annexed (the "**Property**") which Mortgage secures payment of the sum of TWENTY FIVE MILLION ($25,000,000.00) DOLLARS and interest as therein mentioned and which Mortgage is hereinafter referred to as "the Mortgage". Whenever in this indenture reference is made to the Mortgage, it shall be deemed to include any renewals or extensions thereof and any Mortgage taken in substitution therefor either in whole or in part;

AND WHEREAS the Assignee is holding the Mortgage and this Specific Assignment of Contracts for and on its own behalf and as agent for and on behalf of National Bank of Canada pursuant to the terms and conditions set out in a certain Inter-Creditor Agreement dated May ___, 2011 (the "**Inter-Creditor Agreement**");

AND WHEREAS as additional security for the obligations of the Assignor pursuant to the Mortgage, the commitment letters with Royal Bank of Canada or National Bank of Canada each dated May 3, 2011 (collectively, the "**Commitment Letters**") and any other agreement between the Assignor and the Assignee, the Assignor has agreed, among other things, to assign all of its right, title, estate and interest in and to the Contracts, as defined herein, to the Assignee, together with all benefits, powers and advantages of the Assignor to be derived therefrom;

AND WHEREAS it is agreed that notwithstanding anything contained in this Specific Assignment of Contracts, the Assignee is not to be bound to advance the said mortgage monies or any unadvanced portion thereof;

NOW THEREFORE in consideration of the sum of Two ($2.00) Dollars now paid by the Assignee to the Assignor and in consideration for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the parties hereto covenant, agree and declare between themselves as follows:

1. INTERPRETATION

1.1 Definitions

In this Assignment, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

(a) "Contracts" means, collectively, the contracts listed in Schedule "B" hereto;

(c) "Event of Default" means default under the Mortgage, the Commitment Letters or any other security from the Assignor to the Assignee or any agreements between the parties from time to time;

(d) "Indebtedness" means all present and future debts and liabilities due or to become due, absolute or contingent, direct or indirect, now existing or hereafter arising owing by the Assignor to the Assignee pursuant to the Commitment Letters and/or pursuant to the Mortgage and includes any extensions, renewals or replacements thereof;

(e) "Person" means an individual, partnership, corporation, trust or unincorporated organization, joint venture, governmental authority or other entity of whatsoever nature.

1.2 Headings

Grammatical variations of any terms defined herein have similar meanings; words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders. The division of this Assignment into separate sections, subsections, paragraphs and subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Assignment.

1.3 Severability

If any covenant, obligation or agreement of this Assignment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Assignment shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein and shall be treated in all respects as a Manitoba contract.

1.5 Binding on Successors

This Assignment and everything herein contained shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

1.6 Commitment Letters to Prevail

If any provision hereof is inconsistent with the terms or provisions of the Commitment Letters, the Commitment Letters shall prevail.

2. ASSIGNMENT

2.1 General Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby unconditionally and irrevocably assigns, transfers and sets over to and in favour of the Assignee as and by way of a fixed and specific assignment all of its right, title, estate and interest in, to, under and in respect of the Contracts and each of them, and all benefit, power and advantage of the Assignor to be derived therefrom and all covenants, obligations and agreements of the parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor to be held by the Assignee, as additional security for the due payment by the Assignor of the Indebtedness and the performance, fulfillment and satisfaction of all covenants, obligations and conditions on the part of the Assignor set out herein or set out in the Mortgage or the Commitment Letters.

2.2 Specific Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor agrees to unconditionally and irrevocably assign, transfer and set over to and in favour of the Assignee as and by way of a fixed and specific assignment all of its right, title, estate and interest in, to, under and in respect of any specific Contract from time to time required by the Assignee with all benefit, power and advantage of the Assignor to be derived therefrom and all covenants, obligations and agreements of the parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor to be held by the Assignee, as additional security for the due payment by the Assignor of the Indebtedness and the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Assignor set out herein or set out in the Mortgage or the Commitment Letters.

3. ACKNOWLEDGMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES

3.1 Acknowledgments of Assignor

The Assignor acknowledges that this Assignment:

(a) shall not in any way lessen or relieve the Assignor from its obligations to perform, fulfill and satisfy its covenants, obligations and all other provisions set out in the Contracts or any part thereof;

(b) shall not impose any obligation on the Assignee to assume any obligation under, or to perform, fulfill or satisfy any covenant, obligation or other provision set out in the Contracts or any part thereof; and

(c) shall not impose any liability on the Assignor for any act or omission on its part in connection with this Assignment, the Contracts or any part thereof.

3.2 Positive Covenants of Assignor

The Assignor covenants and agrees:

(a) to perform or cause to be observed and performed, as and when required, in all material respects all of its covenants, obligations, agreements and undertakings under all and each of the Contracts and will cause the other party to each Contract to observe and perform all of their covenants, obligations, agreements and undertakings thereunder;

(b) forthwith after receipt of same, to furnish to the Assignee a copy of any notice, demand, claim or request given or required to be given to any other party or parties to a Contract or received by the Assignor from any such party relating to a Contract;

(c) to indemnify and to save and hold harmless the Assignee from and against any and all claims, demands, actions, causes of actions, losses, suits, damages and costs whatsoever of any person arising directly or indirectly from or out of or in connection with, the Contracts;

(d) to notify the Assignee in writing as soon as the Assignor becomes aware of any dispute, claim or litigation in respect of the Contracts or any part thereof or of any breach or default by the Assignor or any other Person in the performance or satisfaction of any of the covenants, obligations or other provisions set out in the Contracts or any part thereof;

(e) upon written request, to obtain such consents from third parties as may be necessary or required in connection with the assignments constituted by this Agreement and, in addition, such other consents from third parties as the Assignee may require or desire;

(f) that it will pay to the Assignee upon demand all costs, fees and expenses including without limitation, legal fees and disbursements on a solicitor and his own client basis, incurred by or on behalf of the Assignee in connection with or arising out of or from this Assignment including, without limitation, any one or more of the following:

(i) any act done or taken by or on behalf of the Assignee or any proceeding instituted by or on behalf of the Assignee, the Assignor or any other Person, in connection with or in any way relating to any one or more of this Assignment or any part thereof, the preservation, protection, enforcement or realization of the Contracts or any part thereof, the recovery of the Indebtedness or any part thereof; and

(ii) all amounts incurred or paid by the Assignee pursuant to section 4.1 hereof;

(g) upon written request, to furnish to the Assignee in writing all information requested by the Assignee relating to the Contracts or any part thereof; and

(h) from time to time and at all times hereafter upon written request so to do, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be desirable in the opinion of the Assignee or its counsel, for more effectually implementing and carrying out the true intent and meaning of this Assignment.

3.3 **Negative Covenants of Assignor**

Subject to the limitation contained in Section 5.4 hereof, the Assignor covenants and agrees that it shall not or shall it agree to:

(a) terminate, forfeit, cancel, alter or amend any Contract without the prior written consent of the Assignee which consent shall not be unreasonably withheld; and

(b) it shall not sell, dispose, assign, Mortgage, mortgage, set over, pledge, hypothecate or otherwise transfer all or part of any of the Contracts other than to the Assignee nor shall it perform any act or execute any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Assignment or which would limit the Assignee in any such operation.

3.4 **Representations and Warranties of Assignor**

The Assignor represents and warrants to the Assignee that:

(a) other than in respect of security which is being discharged from the proceeds of the Mortgage, the Assignor has not assigned, set over, transferred or granted a security interest in any of the Contracts or its rights thereunder other than to the Assignee;

(b) the Assignor has not performed any act or executed any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Assignment or which would limit the Assignee in any such operation;

(c) there is no default by the Assignor existing under any Contract which materially and adversely affects the Property or to the best of the knowledge of the Assignor, after having made due inquiry of its property manager, by the other parties thereto;

(d) there is no pending or threatened litigation, actions, claim or fact known to the Assignor and not disclosed to the Assignee in writing which materially adversely affects or could so affect the Property and any Contract or the rights of the Assignor thereunder;

(e) the Assignor has good right, full power and absolute authority to enter into, execute and perform this Assignment; and

(f) each of the Contracts in existence as of the date hereof is capable of assignment to the Assignee in accordance with the provisions of this Assignment.

4. **DEFAULT**

4.1 **Rights of Assignee Upon an Event of Default**

Whenever an Event of Default has occurred, without limiting the right of the Assignee under or pursuant to this Assignment, the Commitment Letters, the Mortgage or otherwise provided by law, the Assignee shall be entitled to enter into possession of the Property or any part or parts thereof and appoint its agents to manage the Property and pay such agents' Mortgages for their services and Mortgage the same to the account of the Assignor, and the Assignee and any agents so appointed by the Assignee shall have the authority:

(a) in the name of the Assignor to renew, amend or otherwise deal with any Contract or make other agreements in respect of the Property or any part or parts thereof for such consideration and on such terms as it may deem appropriate;

(b) in the name of the Assignor to perform, at the Assignor's expense any and all obligations or covenants of the Assignor under the Contracts and to enforce performance by the other parties to the Contracts of their obligations, covenants and agreements thereunder; and

(c) to manage generally the Property and deal with the Contracts to the same extent as the Assignor could do, the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or other persons for whom the Assignee is in law responsible.

4.2 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised by an officer, employee or manager of the Assignee or its appointed agents, as the case may be.

4.3 Default Remedied

Whenever all outstanding Events of Default have been fully cured and all moneys which the Assignee or its agents may have expended or become liable for in connection with the Property have been fully repaid, the Assignor may resume dealing with the Contracts until a further Event of Default has occurred.

5. GENERAL

5.1 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other persons for whom the Assignee is in law responsible, liable to any person for the fulfillment or non-fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any moneys thereunder or in respect thereto, of the Assignor under any Contract.

5.2 Service; Registration

The Assignee shall have the right at any time to serve the present Assignment or notice thereof on any one or more of the other parties to the Contracts. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Assignment to be registered or filed in any place or office where the Assignee or its counsel deem advisable or necessary.

5.3 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name, may, at any time and from time to time after the occurrence of an Event of Default exercise any of the rights, powers, authority and discretions which under the term of any Contract could be exercised by the Assignor with respect to such Contract.

5.4 Performance Until an Event of Default

Until an Event of Default shall have occurred, the Assignor shall be entitled to deal with the Contracts and enforce all of the benefits, advantages and powers thereunder as though this Assignment had not been made. In the event that an Event of Default shall occur the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Assignor in respect of the Contracts in its place and stead all of which is hereby consented to by the Assignor.

5.5 Bona Fides

The Assignor shall not execute or enter into a Contract unless same is executed or entered into by it in the ordinary course of business, at arm's length or upon arm's length terms and in good faith, and on such terms as are consistent with the practice of a reasonable and prudent owner of property similar in nature, age, condition and location to the Property, unless the same does not materially and adversely affect the interest of the Assignee under this Assignment or the Commitment Letters.

5.6 No Release

This Assignment shall remain in full force and effect without regard to, and the obligations of the Assignor hereunder shall not be affected or impaired by:

(a) any amendment, modification, replacement of or addition or supplement to the Commitment Letters, the Mortgage or any other security provided to the Assignee; or

(b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Assignment, the Commitment Letters, the Mortgage or any other security provided to the Assignee; or

(c) any waiver, consent extension, indulgence or other action, inactions or admission under or in respect of this Assignment, the Commitment Letters, the Mortgage or any other security provided to the Assignee; or

(d) any default by the Assignor under, or any invalidity or unenforceability of, or any limitation of the liability of the Assignor or on the method or terms of payment under, or any irregularity or other defect in the Commitment Letters, the Mortgage or any other security provided by the Assignee; or

(e) any merger, consolidation or amalgamation of the Assignor into or with any other person; or

(f) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.7 Termination of this Assignment

The Assignee covenants and agrees with the Assignor that, upon payment in full of all amounts owing under or pursuant to the Commitment Letters and Mortgage, this Assignment shall be and become fully ended and terminated and all right, title, estate and interest in and with respect to each Contract assigned, transferred and set over by the Assignor hereunder shall revert to the Assignor and all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee shall, upon the written request of the Assignor and at the expense of the Assignor, execute such discharges re-assignments and other instruments and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Assignment in the circumstances.

5.8 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.9 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Commitment Letters, the Mortgage or any other security provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies.

5.10 Time of Essence

Time shall be of the essence of this Assignment.

5.11 Notices

Any demand, notice or other communication to be given in connection with this Assignment shall be sufficiently given if served personally, or if mailed by prepaid registered post addressed to the recipient as follows:

as to the Assignor:
P.O. Box 760
Carberry, Manitoba R0K 0H0
Facsimile No. (204) 763-4625

as to the Assignee:
2nd Floor, 220 Portage Avenue
Winnipeg, Manitoba R3C 0A5
Facsimile No.: (204) 988-4487

Every such notice shall be deemed to have been given upon the day it was personally served, or if mailed, upon the second postal date after it was mailed. Any party may designate in writing a substitute address for that set forth above, and thereafter notice shall be directed to such substituted address. In the event of a postal strike, or in the event of interruption of mail service then all notices must be delivered to the address set out, or such other address as may have been designated.

5.12 Waiver

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Assignor hereunder. Failure on the part of the Assignee to complain or any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

5.13 Amendments

This Assignment may not be modified or amended except with the written consent of the parties hereto.

5.14 Continuing Security

This Assignment and the rights and remedies it creates are a continuing agreement and security, and shall bind the parties until discharge of this Assignment as provided in section 5.7 hereof.

5.15 After Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title, estate and interest in any Contract is not acquired until after delivery of this Assignment, this Assignment shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Contract at the same time as the Assignor acquires rights therein, without the necessity of any further assignment or other assurance.

5.16 Waiver of Notice – Financing Statement

The Assignor hereby waives the requirement for the Assignee to provide it with a copy of the financing statement and the confirmation of registration related thereto issued by the Personal Property Registry Office covering this security agreement.

IN WITNESS WHEREOF the Assignor has duly executed this Agreement as of the date first above written.

KELLER & SONS FARMING LTD.

Per: ____________________
Name: Markus Keller
Title: President
I have the authority to bind the Corporation.

Schedule "A"

Legal Description of the Property

BRANDON LAND TITLES OFFICE

Title No. 1563655
NE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991

Title No. 1563660
NW ¼ 23-10-17 WPM

Title No. 1563668
SE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991

Title No. 1563662
SW ¼ 23-10-17 WPM
exc firstly: road plan 30968 BLTO
secondly: all coal, petroleum and valuable stone as set forth in Deed No. 91991

Title No. 1761155
Parcel One: NE ¼ 6-11-16 WPM exc:
Firstly: Rly right of way plan 50 BLTO
Secondly: road plan 1721 BLTO.
Parcel Two: SE ¼ 6-11-16 WPM
Exc Rly right of way plan 50 BLTO

Title No. 1478927
NW ¼ 3-11-16 WPM exc:
Firstly: road plan 1721 WPM
Secondly: all mines and minerals as set forth in deeds no. 119555 and 137952

Title No. 1478935
Parcel One: all that portion of SE ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. 94826.
Parcel Two: all that portion of SW ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO.
Parcel Three: all that portion of S ½ 5-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. R23142.
Parcel Four: NE ¼ 32-10-16 WPM exc all mines and minerals as reserved in the grant from the Crown.
Parcel Five: NW ¼ 32-10-16 WPM.
Parcel Six: N ½ of NE ¼ 31-10-16 WPM.

Title No. 1478934
S ½ 3-11-16 WPM exc:
Firstly: Rly plan 50 BLTO
Secondly: all mines and minerals as set forth in deeds nos. 119555 and 137952.

Title No. 2355218
The SW ¼ of section 2-11-16 WPM exc
Firstly: Rly plan 50 BLTO
Secondly: road plan 411 BLTO
And thirdly: all mines and minerals as reserved in the grant from the Crown

Title No. 1478929
SW ¼ 33-10-16 WPM Exc:
Firstly: SLY 1320 feet perp
Secondly: All mines and minerals as set forth in Deed No. 98161.

Title No. 2356180
Parcel One: The SLY 1320 feet perp of SW ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.
Parcel Two: The SE ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.

Title No. 1761158
N ½ 33-10-16 WPM

Title No. 2389504
Lot 1 Plan 37826 BLTO in SE ¼ 13-8-17 WPM

Title No. 1563709
All that portion of SE ¼ 36-8-17 WPM which lies South of Road Plan 22430 BLTO and NE of Road No. 2 as shown on said plan
Exc all mines and minerals as set forth in Transfer No. 95-9508.

Title No. Issuing
Parcel One: NE ¼ 13-8-17 WPM
Parcel Two: SE ¼ 13-8-17 WPM
Exc Sly 900 feet of Ely 900 feet
Parcel Three: W ½ 13-8-17 WPM exc
Firstly: out of SW ¼ said section the
Wly 648.5 feet perp of most Sly 700 feet perp
Secondly: road plan 22047 BLTO

MORDEN LAND TITLES OFFICE

Title No. 1905772
The SLY 1320 feet perp of SW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Secondly – Road Plan 22422 MLTO

Title No. 2358095
The NE ¼ of Section 30-8-16 WPM

<u>Title No. 1564309</u>
Parcel I: NW ¼ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Transfer Nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO
Parcel II: The S ½ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Real Property Application 3810 MLTO and Transfer 142630 MLTO

<u>Title No. 1905774</u>
SW ¼ 6-9-16 WPM
Excepting
Firstly – The Sly 1320 feet perp
Secondly – all mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Thirdly – Road Plan 22422 MLTO

<u>Title No. 1829782</u>
Parcel I:
NW ¼ 30-8-16 WPM
Excepting – All mines and minerals in Transfer Nos. 38148 MLTO (C Div), 49604 MLTO (C Div) and 60416 MLTO (C Div)
Parcel II:
SW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All mines and minerals as in Transfer 22606 MLTO (C Div)
Parcel III:
E ½ 31-8-16 WPM
Excepting
Firstly – All mines and minerals as in Deed 30081 MLTO (C Div)
Secondly – The NLY 1320 feet perp of NE ¼
Parcel IV:
NW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All coal, petroleum and valuable stone in Deed 38457 MLTO (C Div)

Schedule "B"

Contracts

1. Circle Irrigated Farm Ground Lease dated May 6, 2011 between the Assignor and Elk Haven Farms;

2. Potato Storage Building Lease dated effective March 31, 2011 between the Assignor and Elk Haven Farms; and

3. Farming Agreement dated March 31, 2011 between the Assignor and Elk Haven Farms.

This is exhibit 9 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

,om

DATE: 2011/06/08 MANITOBA REGISTRATION NO: 1159694
TIME: 14:27

CERTIFICATE OF CHARGE PAGE: 1

STATUS OF REGISTRATION.. ACCEPTED
ORIGINATING OFFICE...... MORDEN
REGISTERING OFFICE...... MORDEN
REGISTRATION DATE....... 2011/05/31
COMPLETION DATE......... 2011/06/07

PRODUCED FOR.. MEIGHEN HADDAD & CO. (BRANDON)
ADDRESS....... 110 11TH STREET
BRANDON MB R7A 4J4

PRODUCED BY... W.KLASSEN

AFFECTED TITLES:

1564309 1829782 1905772 1905774
2358095

THIS IS TO CERTIFY THAT A MORTGAGE/ENCUMBRANCE MADE BY:

KELLER & SONS FARMING LTD.

WHO WAS AT THE TIME OF THE REGISTRATION OF THE SAID MORTGAGE/ENCUMBRANCE THE REGISTERED OWNER OF THE LAND MORTGAGED OR ENCUMBERED, FOR THE SUM OF

******25,000,000.00 DOLLARS **********

IN FAVOUR OF

ROYAL BANK OF CANADA

WAS DULY REGISTERED AT THE LAND TITLES OFFICE OF MORDEN AND THAT NO REGISTERED MORTGAGES OR ENCUMBRANCES AFFECTING THE SAID LANDS ARE ENTITLED TO PRIORITY OVER THE SAID MORTGAGE/ENCUMBRANCE, EXCEPT:

REGISTRATION NUMBER	TYPE	REGISTRATION DATE
1023298	CAVEAT	1999/09/20
1023805	CAVEAT	1999/10/05
1047282	CAVEAT	2001/10/01
1047284	CAVEAT	2001/10/01
1050713	CAVEAT	2002/01/14
1058693	CAVEAT	2002/09/30
1060976	CAVEAT	2002/12/13
1123806	MORTGAGE	2008/05/22
1123807	PERSONAL PROPERTY SECURITY NOTICE	2008/05/22
1134453	MORTGAGE	2009/03/20
1134454	PERSONAL PROPERTY SECURITY NOTICE	2009/03/20

X
FOR DISTRICT REGISTRAR

APPROVED AS TO FORM
REGISTRAR GENERAL - Registration No. 3000409
Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba Finance Land Titles

MORTGAGE Form 11.4

District of Brandon/Morden [X] Mortgage [ ] Encumbrance [ ] Mortgage of Mortgage/Encumbrance

ESTATE AFFECTED [X] Freehold [ ] Leasehold

1. **MORTGAGOR/GRANTOR OF ENCUMBRANCE (Encumbrancee)** *include address and postal code*
KELLER & SONS FARMING LTD., P.O. Box 760, Carberry, Manitoba R0K 0H0

Valid Status

COVENANTOR (if any) *include address and postal code*

see schedule [ ]

2. **LAND DESCRIPTION**

The District Registrar hereby certifies that this is a true copy of a record maintained in the public records of The Property Registry of Manitoba

JUN - 3 2011

TITLE NUMBERS(S)

MORTGAGE/ENCUMBRANCE NUMBER(S) see schedule [A]

3. **MORTGAGEE/ENCUMBRANCER** *include address and postal code*
ROYAL BANK OF CANADA, 180 Wellington Street West, 3rd Floor, Toronto, Ontario M5J 1J1

see schedule [ ]

4. **NAME AND ADDRESS OF MORTGAGEE/ENCUMBRANCER FOR SERVICE** *include postal code*
SAME AS ABOVE ~~OR~~

see schedule [ ]

5. **TERMS**
The following terms are incorporated herein:
(a) Standard Charge Mortgage Terms filed as Number 1807754 name RBC/RT
(b) The terms attached hereto as schedule(s) [B] [ ] [ ] [ ]
In this instrument unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Box 5.
Where there is insufficient space in this form for all signatures, one or more Mortgagor or Encumbrancee may sign the schedule identified in Box 7 and attached hereto and/or one or more Covenantor may sign the schedule identified in Box 9 and attached hereto, and such signature or signatures shall bind and obligate the person or persons so signing to the terms herein in the same manner as if such person or persons had signed this form.

6. **PAYMENT PROVISIONS** see schedule [B]

(a)	Principal Amount $25,000,000.00				(b)	Interest Rate 15.00% per annum		(c)	Calculation Period XX			
(d)	Interest Adjustment Date	Y XX	M XX	D XX	(e)	Payment Date and Period	XXXXXXXXXXXXX	(f)	First Payment Date	Y XX	M XX	D XX
(g)	Last Payment Date	Y XX	M XX	D XX	(h)	Amount of Each Payment Dollars $XX						
(i)	Balance Due Date	Y XX	M XX	D XX		Guarantee Mortgage [ ]						

Additional Provisions
This mortgage secures the last dollars owed by the mortgagor. The standard charge mortgage terms contain a revolvement feature.
see schedule [B]

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT

Certificate of Registration
Registered this date MAY 31 2011
as No. 1159694
I certify that the within instrument was registered in the MORDEN Land Titles Office and entered
on Title No. 1905772, 1564309
1829782, 2358095, 1905774

For District Registrar

LAND TITLES OFFICE MORDEN, MB MAY 31 2011 MORTGAGE

1159694

IMPORTANT NOTICE: The Mortgage Act provides that the Mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every twelve months, or as needed for pay off or sale.

APPROVED AS TO FORM – REGISTRAR GENERAL - Registration No. 2223428
Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba
Consumer and
Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE A
(insert letter)

BRANDON LAND TITLES OFFICE

Title No. 1563655
NE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991
Prior Encumbrances: Mortgage No. 1221118, PPSN No. 1221119

Title No. 1563660
NW ¼ 23-10-17 WPM
Prior Encumbrances: Caveat No. 92-9983, Mortgage No. 1221118, PPSN No. 1221119

Title No. 1563668
SE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991
Prior Encumbrances: Mortgage No. 1221118, PPSN No. 1221119

Title No. 1563662
SW ¼ 23-10-17 WPM
exc firstly: road plan 30968 BLTO
secondly: all coal, petroleum and valuable stone as set forth in Deed No. 91991
Prior Encumbrances: Caveat No. 92-9982, Mortgage No. 1221118, PPSN No. 1221119

Title No. 1761155
Parcel One: NE ¼ 6-11-16 WPM exc:
Firstly: Rly right of way plan 50 BLTO
Secondly: road plan 1721 BLTO.
Parcel Two: SE ¼ 6-11-16 WPM
Exc Rly right of way plan 50 BLTO
Prior Encumbrances: Caveat No. 92-3601, Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 1478927
NW ¼ 3-11-16 WPM exc:
Firstly: road plan 1721 WPM
Secondly: all mines and minerals as set forth in deeds no. 119555 and 137952
Prior Encumbrances: Caveat No. 93-1180, Caveat No. 1083785, Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 1478935
Parcel One: all that portion of SE ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. 94826.
Parcel Two: all that portion of SW ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO.
Parcel Three: all that portion of S ½ 5-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. R23142.
Parcel Four: NE ¼ 32-10-16 WPM exc all mines and minerals as reserved in the grant from the Crown.
Parcel Five: NW ¼ 32-10-16 WPM.
Parcel Six: N ½ of NE ¼ 31-10-16 WPM.
Prior Encumbrances: Mortgage No. 1088052, Caveat No. 1123687, Mortgage No. 1220510, PPSN No. 1220511

This Schedule forms part of a Mortgage,
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller, Pres. ~~(Signature)~~

Seal

(Signature)

APPROVED AS TO FORM – REGISTRAR GENERAL - Registration No. 2223428
Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba
Consumer and Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE A
(insert letter)

BRANDON LAND TITLES OFFICE

Title No. 1478934
S ½ 3-11-16 WPM exc:
Firstly: Rly plan 50 BLTO
Secondly: all mines and minerals as set forth in deeds nos. 119555 and 137952.
Prior Encumbrances: Caveat No. 1083785, Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 2355218
The SW ¼ of section 2-11-16 WPM exc
Firstly: Rly plan 50 BLTO
Secondly: road plan 411 BLTO
And thirdly: all mines and minerals as reserved in the grant from the Crown
Prior Encumbrances: Mortgage No. 1238187, PPSN No. 1238188

Title No. 1478929
SW ¼ 33-10-16 WPM Exc:
Firstly: SLY 1320 feet perp
Secondly: All mines and minerals as set forth in Deed No. 98161.
Prior Encumbrances: Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 2356180
Parcel One: The SLY 1320 feet perp of SW ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.
Parcel Two: The SE ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.
Prior Encumbrances: Mortgage No. 1238187, PPSN No. 1238188

Title No. 1761158
N ½ 33-10-16 WPM
Prior Encumbrances: Mortgage No. 1088052, Caveat No. 1117046, Mortgage No. 1220510, PPSN No. 1220511

Title No. 2389504
Lot 1 Plan 37826 BLTO in SE ¼ 13-8-17 WPM
Prior Encumbrances: Nil

Title No. 1563709
All that portion of SE ¼ 36-8-17 WPM which lies South of Road Plan 22430 BLTO and NE of Road No. 2 as shown on said plan Exc all mines and minerals as set forth in Transfer No. 95-9508.
Prior Encumbrances: Caveat No. 1105115, Mortgage No. 1221118, PPSN No. 1221119

Title No. Issuing
Parcel One: NE ¼ 13-8-17 WPM
Parcel Two: SE ¼ 13-8-17 WPM
Exc Sly 900 feet of Ely 900 feet
Parcel Three: W ½ 13-8-17 WPM exc
Firstly: out of SW ¼ said section the
Wly 648.5 feet perp of most Sly 700 feet perp
Secondly: road plan 22047 BLTO
Prior Encumbrances: Caveat No. 89-3162, Caveat No. 1211370

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA

Dated this 25th day of May 20 11

KELLER & SONS FARMING LTD.

Per:
Markus Keller, Pres. (Signature)

Seal

(Signature)

Schedule

Form 3

Manitoba
Consumer and Corporate Affairs
Land Titles

Additional Information

SCHEDULE A
(insert letter)

MORDEN LAND TITLES OFFICE

Title No. 1905772 All
The SLY 1320 feet perp of SW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Secondly – Road Plan 22422 MLTO
Prior Encumbrances: Caveat No. 1060976, Mortgage No. 1123806, PPSN No. 1123807

Title No. 1564309 All
Parcel I: NW ¼ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Transfer Nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO
Parcel II: The S ½ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Real Property Application 3810 MLTO and Transfer 142630 MLTO
Prior Encumbrances: Partial Discharge No. 1006061, Caveat No. 1047284, Caveat No. 1058693, Mortgage No. 1123806, PPSN No. 1123807

Title No. 1829782 All
Parcel I:
NW ¼ 30-8-16 WPM
Excepting – All mines and minerals in Transfer Nos. 38148 MLTO (C Div), 49604 MLTO (C Div) and 60416 MLTO (C Div)
Parcel II:
SW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All mines and minerals as in Transfer 22606 MLTO (C Div)
Parcel III:
E ½ 31-8-16 WPM
Excepting
Firstly – All mines and minerals as in Deed 30081 MLTO (C Div)
Secondly – The NLY 1320 feet perp of NE ¼
Parcel IV:
NW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All coal, petroleum and valuable stone in Deed 38457 MLTO (C Div)
Prior Encumbrances: Caveat No. 1023298, Caveat No. 1047282, Caveat No. 1047284, Caveat No. 1050713, Caveat No. 1058693, Mortgage No. 1123806, PPSN No. 1123807

Title No. 2358095
The NE ¼ of Section 30-8-16 WPM All
Prior Encumbrances: Caveat No. 1023805, Mortgage No. 1134453, PPSN No. 1134454

Title No. 1905774 All
SW ¼ 6-9-16 WPM
Excepting
Firstly – The Sly 1320 feet perp
Secondly – all mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Thirdly – Road Plan 22422 MLTO
Prior Encumbrances: Caveat No. 1060976, Mortgage No. 1123806, PPSN No. 1123807

This Schedule forms part of a Mortgage,
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA,

Dated this 25th day of May 20 11

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller, Pres. (Signature)

Seal

(Signature)

APPROVED AS TO FORM – REGISTRAR GENERAL - Registration No. 2223428
Where an Instrument is registered that does not conform with the form of the Instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba
Consumer and Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE B
(insert letter)

The Mortgagor has agreed to give this Mortgage as continuing collateral security for the payment and satisfaction to the Mortgagee, for and on its own behalf and as agent for and on behalf of National Bank of Canada (collectively the "Joint Mortgagees") on their due dates, or if no due date, on demand, of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Mortgagor to either of the Joint Mortgagees or remaining unpaid by the Mortgagor to either of the Joint Mortgagees heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the either or both of the Joint Mortgagees and the Mortgagor or from any agreement or dealings with any third party by which either of the Joint Mortgagees may be or become in any manner whatsoever a creditor of the Mortgagor and all damages or obligations incurred by either of the Joint Mortgagees as a result of its dealings with the Mortgagor, or obligations howsoever otherwise incurred or arising anywhere within or outside Canada and whether the Mortgagor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced or thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being hereinafter called the "liabilities") but it being agreed that this Mortgage at any one time shall secure only that portion of the aggregate principal component of the liabilities outstanding at such time which does not exceed the amount expressed in Box 6(a) of this Mortgage. The Mortgagor has also agreed to pay interest on the principal component of the liabilities outstanding or on so much thereof as may remain from time to time unpaid at the rate prescribed by the instrument or instruments creating or evidencing the liabilities, on demand, both before and after default, demand and judgment, with interest on overdue interest and on all amounts charged to the Mortgagor hereunder at such rate.

This Mortgage is subject to the terms and conditions of a certain Inter-Creditor Agreement among Royal Bank of Canada, National Bank of Canada, Keller Holdings Ltd. and the Mortgagor whereby, *inter alia*, Royal Bank of Canada agrees to hold this Mortgage for and on its own behalf and as agent for and on behalf of National Bank of Canada.

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER & SONS FARMING LTD.

Per:
Markus Keller, Pres. (Signature)

(Signature)

AMENDING AGREEMENT Form 9.1

1. REGISTERED OWNER~~(S)~~ OF MORTGAGE/~~ENCUMBRANCE~~
ROYAL BANK OF CANADA

see schedule [ ]

2. REGISTERED OWNER~~(S)~~ OF LAND
KELLER & SONS FARMING LTD.

see schedule [ ]

3. AFFECTED MORTGAGE/~~ENCUMBRANCE~~

[X] Mortgage [ ] Caveat [ ] Other *(specify)* ______

Instrument No. 1159694/4

4. CURRENT AFFECTED TITLE(S)
1564309/4, 1829782/4, 1905772/4, 1905774/4 and 2358095/4

see schedule [ ]

5. ADDITIONAL LAND *(complete only if additional land is being added)*

The land affected by the above (mortgage/encumbrance) is hereby varied to add the following land:

TITLE NO.(S) see schedule [ ]

6. ENCUMBRANCES ON ADDITIONAL LANDS *(complete only if additional land is being added)*

The parties acknowledge that the following encumbrances affecting the additional land have priority of registration over the affected (mortgage/encumbrance)

see schedule [ ]

7. AMENDED TERMS

The affected (mortgage/~~encumbrance~~) is hereby amended as follows:

1. By increasing the principal amount in box 6(a) of the Mortgage to $34,000,000.00; and
2. In all other respects, Mortgage No. 1159694/4 shall remain in effect, unamended.

see schedule [ ]

8. SIGNATURE OF REGISTERED OWNER~~(S)~~ OF MORTGAGE/~~ENCUMBRANCE~~ see schedule [ ]

1. Royal Bank of Canada is ~~I am (entitled to be) (an/the)~~ owner of the affected (mortgage/~~encumbrance~~).
2. I am of the age of majority.
3. Royal Bank of Canada ~~I~~ agrees to amend the affected (mortgage/~~encumbrance~~) as set forth herein.
4. I am an employee~~/officer/director~~ of the within registered owner(s) of the mortgage/~~encumbrance~~ and have authority to bind same, and I am of the full age of majority.

ROYAL BANK OF CANADA
Per:

witness signature	name John Loeppky Senior Account Manager	signature	date (YYYY/MM/DD) 2014 / 05 / 14

Doug E. Fawcett
Manitoba Practising Lawyer
1700-360 Main Street
Winnipeg, MB R3C 3Z3

witness signature	name	signature	date (YYYY/MM/DD) / /

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

9. SIGNATURE OF REGISTERED OWNER(~~S~~) OF LAND

see schedule [ ]

1. I am ~~(entitled to be) (an/the)~~ owner of the land.
2. I am of the age of majority.
3. I agree to amend the affected (mortgage/~~encumbrance~~) as set out above.
4. As security for performance of all my obligations herein. I hereby (mortgage/~~encumber~~) to the (mortgagee/~~encumbrancer~~) my interest in the additional land (~~if any~~).
5. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act because:*
   ~~(a) the within land is not farm land as defined in *The Farm Lands Ownership Act*;~~
   (b) the interest in the farm land is being mortgaged/~~encumbered~~ pursuant to a bona fide debt obligation;
   ~~(c) other (*specify section of The Farm Lands Ownership Act*):~~ ______
   Particulars:
6. I am an ~~employee~~/officer/director of the within registered owner(~~s~~) of the land and have authority to bind same, and I am of the full age of majority.

KELLER & SONS FARMING LTD.
Per Markus Keller, President
I have authority to bind the corporation

witness signature	name	signature	date (YYYY/MM/DD)
[signature]	KELLER & SONS FARMING LTD. Per Markus Keller, President	[signature]	2014 / 05 / 06
CHARLES OSBORNE MEIGHEN Barrister, Solicitor and Notary Public Entitled to Practice in the Province of Manitoba 110 - 11th Street, Brandon, Manitoba, Canada R7A 4J4			/ /

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act.*

10. IMPORTANT NOTICES

NOTICES TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

   AND

2. That they have acknowledged to you that they:
   (a) are the person named in this instrument;
   (b) have attained the age of majority in Manitoba; and
   (c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *the Manitoba Evidence Act.*

***The Mortgage Act* provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.**

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all parties signing this document whether individual or corporate.

11. SIGNATURE OF COVENANTOR(S)

see schedule [ ]

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

witness signature	name	signature	date (YYYY/MM/DD)
			/ /
			/ /

12. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act.*

I, the spouse or common-law partner of the (mortgagor/encumbrancee), consent to the disposition of the homestead effected by this instrument and acknowledge that:

1. [ ] I am the first spouse or common-law partner to acquire homestead rights in the property; or
   [ ] A previous spouse or common-law partner of the (mortgagor/encumbrancee) acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

name of spouse or common-law partner	signature of spouse or common-law partner	date (YYYY/MM/DD)
		/ /

name of witness	signature of witness	date (YYYY/MM/DD)
		/ /

A Notary Public in and for the Province of Manitoba
A Commissioner for Oaths in and for the Province of Manitoba
My commission expires: ______
Or other person authorized to take affidavits under *The Manitoba Evidence Act (specify):* ______

FRDOCS_4079723.1

13. CONSENTS OF SUBSEQUENT ENCUMBRANCER(S) see schedule

__________ as holder of __________ No. __________

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

witness signature	name	signature	date (YYYY/MM/DD)
witness signature	name	signature	date (YYYY/MM/DD)

__________ as holder of __________ No. __________

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

witness signature	name	signature	date (YYYY/MM/DD)
witness signature	name	signature	date (YYYY/MM/DD)

__________ as holder of __________ No. __________

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

witness signature	name	signature	date (YYYY/MM/DD)
witness signature	name	signature	date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act.*

14. INSTRUMENT PRESENTED FOR REGISTRATION BY *(include address, postal code, contact person and phone number)*

LAND TITLES OFFICE USE ONLY			
SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) ____			
Set for acceptance ☐		Fee ____ Fee adjustment ____ ☐ Extra Fee ☐ Refund	
Examined by: ☐ Fees checked ☐		Registration No.	

FRDOCS_4079723.1

This is exhibit 10 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

DATE: 2011/06/13
TIME: 09:11

MANITOBA

CERTIFICATE OF CHARGE

REGISTRATION NO: 1289048

PAGE: 1

STATUS OF REGISTRATION.. ACCEPTED
ORIGINATING OFFICE...... BRANDON
REGISTERING OFFICE...... BRANDON
REGISTRATION DATE....... 2011/06/01
COMPLETION DATE......... 2011/06/09

PRODUCED FOR.. MEIGHEN HADDAD & CO. (BRANDON)
ADDRESS....... 110 11TH STREET
BRANDON MB R7A 4J4

PRODUCED BY... C.RUSSELL

AFFECTED TITLES:

1478927	1478929	1478934	1478935
1563655	1563660	1563662	1563668
1563709	1761155	1761158	2355218
2356180	2389504	2531513	

THIS IS TO CERTIFY THAT A MORTGAGE/ENCUMBRANCE MADE BY:

KELLER & SONS FARMING LTD

WHO WAS AT THE TIME OF THE REGISTRATION OF THE SAID MORTGAGE/ENCUMBRANCE THE REGISTERED OWNER OF THE LAND MORTGAGED OR ENCUMBERED, FOR THE SUM OF

******25,000,000.00 DOLLARS **********

IN FAVOUR OF

ROYAL BANK OF CANADA

WAS DULY REGISTERED AT THE LAND TITLES OFFICE OF **BRANDON**
AND THAT NO REGISTERED MORTGAGES OR ENCUMBRANCES AFFECTING THE SAID LANDS ARE ENTITLED TO PRIORITY OVER THE SAID MORTGAGE/ENCUMBRANCE, EXCEPT:

REGISTRATION NUMBER	TYPE	REGISTRATION DATE
1083785	CAVEAT	2000/08/10
1088052	MORTGAGE	2000/11/21
1105115	CAVEAT	2001/12/07
1117046	CAVEAT	2002/07/26
1123687	CAVEAT	2002/12/16
1220510	MORTGAGE	2008/05/07
1220511	PERSONAL PROPERTY SECURITY NOTICE	2008/05/07
1221118	MORTGAGE	2008/05/21
1221119	PERSONAL PROPERTY SECURITY NOTICE	2008/05/21
1238187	MORTGAGE	2009/03/02
1238188	PERSONAL PROPERTY SECURITY NOTICE	2009/03/02
89-3162	CAVEAT	1989/04/06
92-3601	CAVEAT	1992/04/08
92-9982	CAVEAT	1992/09/21
92-9983	CAVEAT	1992/09/21
93-1180	CAVEAT	1993/02/08

X

FOR DISTRICT REGISTRAR

APPROVED AS TO FORM
REGISTRAR GENERAL – Registration No. 3000409
Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba Finance Land Titles

MORTGAGE Form 11.4

District of Brandon/Morden [X] Mortgage [ ] Encumbrance [ ] Mortgage of Mortgage/Encumbrance

ESTATE AFFECTED [X] Freehold [ ] Leasehold

IMPORTANT NOTICE: The Mortgage Act provides that the Mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every twelve months, or as needed for pay off or sale.

1. **MORTGAGOR/GRANTOR OF ENCUMBRANCE (Encumbrancee)** *include address and postal code*
KELLER & SONS FARMING LTD., P.O. Box 760, Carberry, Manitoba R0K 0H0

active

COVENANTOR (if any) *include address and postal code*
see schedule [ ]

2. **LAND DESCRIPTION**

The District Registrar hereby certifies that this is a true copy of a record maintained in the public records of The Property Registry of Manitoba

LAND TITLES OFFICE
JUL 28 2011
BRANDON, MB

TITLE NUMBERS(S)
MORTGAGE/ENCUMBRANCE NUMBER(S) see schedule [A]

3. **MORTGAGEE/ENCUMBRANCER** *include address and postal code*
ROYAL BANK OF CANADA, 180 Wellington Street West, 3rd Floor, Toronto, Ontario M5J 1J1
see schedule [ ]

4. **NAME AND ADDRESS OF MORTGAGEE/ENCUMBRANCER FOR SERVICE** *include postal code*
SAME AS ABOVE ~~OR~~
see schedule [ ]

5. **TERMS**
The following terms are incorporated herein:
(a) Standard Charge Mortgage Terms filed as Number 1807754 name RBC/RT
(b) The terms attached hereto as schedule(s) [B] [ ] [ ] [ ]
In this instrument unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Box 5.
Where there is insufficient space in this form for all signatures, one or more Mortgagor or Encumbrancee may sign the schedule identified in Box 7 and attached hereto and/or one or more Covenantor may sign the schedule identified in Box 9 and attached hereto, and such signature or signatures shall bind and obligate the person or persons so signing to the terms herein in the same manner as if such person or persons had signed this form.

6. **PAYMENT PROVISIONS** see schedule [B]

(a)	Principal Amount $25,000,000.00				(b)	Interest Rate 15.00% per annum		(c)	Calculation Period XX			
(d)	Interest Adjustment Date	Y XX	M XX	D XX	(e)	Payment Date and Period	XXXXXXXXXXXXX	(f)	First Payment Date	Y XX	M XX	D XX
(g)	Last Payment Date	Y XX	M XX	D XX	(h)	Amount of Each Payment Dollars $XX						
(i)	Balance Due Date	Y XX	M XX	D XX		Guarantee Mortgage [ ]						

Additional Provisions
This mortgage secures the last dollars owed by the mortgagor. The standard charge mortgage terms contain a revolvement feature.
see schedule [B]

LTO USE ONLY

FEES CHECKED | REFUND AMOUNT

Certificate of Registration
Registered this date JUN 01 2011
as No. 1289048
I certify that the within instrument was registered in the BRANDON Land Titles Office and entered
on Title No. See inside schedule

For District Registrar

MORTGAGE

LAND TITLES OFFICE
JUN 01 2011
BRANDON, MB

4/6

1289048

554

7. **SIGNATURE OF MORTGAGOR/ENCUMBRANCEE** see schedule ☐

Strike out inappropriate statement(s) and initial

1. I am~~/entitled to be an~~/the owner of the Land~~/Mortgage/Encumbrance of the land~~.
2. As security for performance of all my obligations herein, I hereby mortgage~~/encumber~~ to the Mortgagee~~/Encumbrancer~~ my interest in the Land~~/Mortgage/Encumbrance of the land~~.
3. I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the full age of majority.
6. The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
   ~~a) the within land is not farm land as defined in The Farm Lands Ownership Act.~~
   M.D. b) the interest in farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.
   ~~c) other (specify section of the Farm Lands Ownership Act):~~
   ~~Particulars:~~
7. ~~My co-mortgagor is my spouse or common-law partner and has Homestead rights in the within land.~~
8. ~~The person consenting to this disposition is my spouse or common-law partner and has Homestead rights in the within land.~~
9. I have the authority to bind the corporation.
10.

KELLER & SONS FARMING LTD.

Witness	Name	Signature	DATE Y M D
	PER: MARKUS KELLER / Name President	[signature]	11 05 25
Witness	Name	Signature	
Witness	Name	Signature	

seal

Attach affidavit of subscribing witness if the witness is other than an officer as defined in subsection 72(4) of The Real Property Act

8. **TYPE OF PROPERTY** ☐ Residential ☒ Farm ☐ Commercial

9. **SIGNATURE OF COVENANTOR** see schedule ☐

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

Witness	Name	Signature	DATE Y M D
Witness	Name	Signature	

10/11. **HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT**

NOTE: For consent by widow(er) or surviving common-law partner, see section 22 of The Homesteads Act.

I, the spouse or common-law partner of the Mortgagor/Encumbrancee, consent to the disposition of the homestead effected by this instrument and acknowledge that:

1. ☐ I am the first spouse or common-law partner to acquire homestead rights in the property; or
   ☐ A previous spouse or common-law partner of the Mortgagor/Encumbrancee acquired homestead rights in the property but those rights have been released or terminated in accordance with The Homesteads Act.
2. I am aware that The Homesteads Act gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

DATE Y M D

Name of Spouse or Common-Law Partner — Signature of Spouse or Common-Law Partner

Name of Witness — Signature of Witness

A Notary Public in and for the Province of Manitoba
A Commissioner for Oaths in and for the Province of Manitoba
My commission expires:
Or other person authorized to take affidavits under The Manitoba Evidence Act (Specify)

12. **INSTRUMENT PREPARED BY** *include address and postal code*
Fillmore Riley LLP
1700 – 360 Main Street
Winnipeg, MB R3C 3Z3 (J.M.J. Dow, 957-8319 – File No. 180207-376\JMJD)

13. **ENCUMBRANCES, LIENS, AND INTERESTS** – The within document is subject to instrument number(s)
See Attached Schedule "A"

14. INSTRUMENT PRESENTED FOR REGISTRATION BY *include address, postal code, contact person and phone number*

FRDOCS_2222502.1

IMPORTANT NOTICE
By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

NOTE:
SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE.
"I" to be read as including all Mortgagor(s) whether individual or corporate.

Manitoba
Consumer and Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE A
(insert letter)

BRANDON LAND TITLES OFFICE

Title No. 1563655 ✓all
NE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991
Prior Encumbrances: Mortgage No. 1221118, PPSN No. 1221119

Title No. 1563660 ✓all
NW ¼ 23-10-17 WPM
Prior Encumbrances: Caveat No. 92-9983, Mortgage No. 1221118, PPSN No. 1221119

Title No. 1563668 ✓all
SE ¼ 23-10-17 WPM
exc all coal, petroleum and valuable stone as set forth in Deed No. 91991
Prior Encumbrances: Mortgage No. 1221118, PPSN No. 1221119

Title No. 1563662 ✓all
SW ¼ 23-10-17 WPM
exc firstly: road plan 30968 BLTO
secondly: all coal, petroleum and valuable stone as set forth in Deed No. 91991
Prior Encumbrances: Caveat No. 92-9982, Mortgage No. 1221118, PPSN No. 1221119

Title No. 1761155 ✓all
Parcel One: NE ¼ 6-11-16 WPM exc:
Firstly: Rly right of way plan 50 BLTO
Secondly: road plan 1721 BLTO.
Parcel Two: SE ¼ 6-11-16 WPM
Exc Rly right of way plan 50 BLTO
Prior Encumbrances: Caveat No. 92-3601, Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Ndito

Title No. 1478927 ✓all
NW ¼ 3-11-16 WPM exc:
Firstly: road plan 1721 WPM
Secondly: all mines and minerals as set forth in deeds no. 119555 and 137952
Prior Encumbrances: Caveat No. 93-1180, Caveat No. 1083785, Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 1478935 ✓all
Parcel One: all that portion of SE ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. 94826.
Parcel Two: all that portion of SW ¼ 4-11-16 WPM which lies south of Rly plan 50 BLTO.
Parcel Three: all that portion of S ½ 5-11-16 WPM which lies south of Rly plan 50 BLTO exc an undivided ½ interest in all mines and minerals other than coal as set forth in transfer no. R23142.
Parcel Four: NE ¼ 32-10-16 WPM exc all mines and minerals as reserved in the grant from the Crown.
Parcel Five: NW ¼ 32-10-16 WPM.
Parcel Six: N ½ of NE ¼ 31-10-16 WPM.
Prior Encumbrances: Mortgage No. 1088052, Caveat No. 1123687, Mortgage No. 1220510, PPSN No. 1220511

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA

25th day of May 20 11

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller, Pres. (Signature)

(Signature)

✓

Manitoba
Consumer and Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE A
(insert letter)

BRANDON LAND TITLES OFFICE

Title No. 1478934 ✓all
S ½ 3-11-16 WPM exc:
Firstly: Rly plan 50 BLTO
Secondly: all mines and minerals as set forth in deeds nos. 119555 and 137952.
Prior Encumbrances: Caveat No. 1083785, Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 2355218 ✓all
The SW ¼ of section 2-11-16 WPM exc
Firstly: Rly plan 50 BLTO
Secondly: road plan 411 BLTO
And thirdly: all mines and minerals as reserved in the grant from the Crown
Prior Encumbrances: Mortgage No. 1238187, PPSN No. 1238188

Title No. 1478929 ✓all
SW ¼ 33-10-16 WPM Exc:
Firstly: SLY 1320 feet perp
Secondly: All mines and minerals as set forth in Deed No. 98161.
Prior Encumbrances: Mortgage No. 1088052, Mortgage No. 1220510, PPSN No. 1220511

Title No. 2356180 all
Parcel One: The SLY 1320 feet perp of SW ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.
Parcel Two: The SE ¼ of Section 33-10-16 WPM Exc all mines and minerals as set forth in Deed 98161.
Prior Encumbrances: Mortgage No. 1238187, PPSN No. 1238188

Title No. 1761158 ✓all
N ½ 33-10-16 WPM
Prior Encumbrances: Mortgage No. 1088052, Caveat No. 1117046, Mortgage No. 1220510, PPSN No. 1220511

Ndcta

Title No. 2389504 ✓all
Lot 1 Plan 37826 BLTO in SE ¼ 13-8-17 WPM
Prior Encumbrances: Nil

Title No. 1563709 ✓all
All that portion of SE ¼ 36-8-17 WPM which lies South of Road Plan 22430 BLTO and NE of Road No. 2 as shown on said plan Exc all mines and minerals as set forth in Transfer No. 95-9508.
Prior Encumbrances: Caveat No. 1105115, Mortgage No. 1221118, PPSN No. 1221119

Title No. Issuing all 2531513
Parcel One: NE ¼ 13-8-17 WPM
Parcel Two: SE ¼ 13-8-17 WPM
Exc Sly 900 feet of Ely 900 feet
Parcel Three: W ½ 13-8-17 WPM exc
Firstly: out of SW ¼ said section the
Wly 648.5 feet perp of most Sly 700 feet perp
Secondly: road plan 22047 BLTO
Prior Encumbrances: Caveat No. 89-3162, (Caveat No. 1211370)
df in series

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA

Dated this 25th day of May 20 11

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller, Pres. (Signature)

(Signature)

Schedule

Form 3

Manitoba
Consumer and
Corporate Affairs
Land Titles

Additional Information

SCHEDULE A
(insert letter)

MORDEN LAND TITLES OFFICE

Title No. 1905772
The SLY 1320 feet perp of SW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Secondly – Road Plan 22422 MLTO
Prior Encumbrances: Caveat No. 1060976, Mortgage No. 1123806, PPSN No. 1123807

Title No. 1564309
Parcel I: NW ¼ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Transfer Nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO
Parcel II: The S ½ 32-8-16 WPM
Excepting thereout – All mines and minerals as set forth in Real Property Application 3810 MLTO and Transfer 142630 MLTO
Prior Encumbrances: Partial Discharge No. 1006061, Caveat No. 1047284, Caveat No. 1058693, Mortgage No. 1123806, PPSN No. 1123807

Title No. 1829782
Parcel I:
NW ¼ 30-8-16 WPM
Excepting – All mines and minerals in Transfer Nos. 38148 MLTO (C Div), 49604 MLTO (C Div) and 60416 MLTO (C Div)
Parcel II:
SW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All mines and minerals as in Transfer 22606 MLTO (C Div)
Parcel III:
E ½ 31-8-16 WPM
Excepting
Firstly – All mines and minerals as in Deed 30081 MLTO (C Div)
Secondly – The NLY 1320 feet perp of NE ¼
Parcel IV:
NW ¼ 31-8-16 WPM
Excepting
Firstly – Road Plan 22420 MLTO
Secondly – All coal, petroleum and valuable stone in Deed 38457 MLTO (C Div)
Prior Encumbrances: Caveat No. 1023298, Caveat No. 1047282, Caveat No. 1047284, Caveat No. 1050713, Caveat No. 1058693, Mortgage No. 1123806, PPSN No. 1123807

Title No. 2358095
The NE ¼ of Section 30-8-16 WPM
Prior Encumbrances: Caveat No. 1023805, Mortgage No. 1134453, PPSN No. 1134454

Title No. 1905774
SW ¼ 6-9-16 WPM
Excepting
Firstly – The Sly 1320 feet perp
Secondly – all mines and minerals as set forth in Transfer 49603 MLTO and 60417 MLTO
Thirdly – Road Plan 22422 MLTO
Prior Encumbrances: Caveat No. 1060976, Mortgage No. 1123806, PPSN No. 1123807

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA

Dated this 25th day of May 20 11

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller, Pres. (Signature)

(Signature)

Manitoba
Consumer and Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE B
(insert letter)

The Mortgagor has agreed to give this Mortgage as continuing collateral security for the payment and satisfaction to the Mortgagee, for and on its own behalf and as agent for and on behalf of National Bank of Canada (collectively the "Joint Mortgagees") on their due dates, or if no due date, on demand, of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Mortgagor to either of the Joint Mortgagees or remaining unpaid by the Mortgagor to either of the Joint Mortgagees heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the either or both of the Joint Mortgagees and the Mortgagor or from any agreement or dealings with any third party by which either of the Joint Mortgagees may be or become in any manner whatsoever a creditor of the Mortgagor and all damages or obligations incurred by either of the Joint Mortgagees as a result of its dealings with the Mortgagor, or obligations howsoever otherwise incurred or arising anywhere within or outside Canada and whether the Mortgagor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced or thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being hereinafter called the "liabilities") but it being agreed that this Mortgage at any one time shall secure only that portion of the aggregate principal component of the liabilities outstanding at such time which does not exceed the amount expressed in Box 6(a) of this Mortgage. The Mortgagor has also agreed to pay interest on the principal component of the liabilities outstanding or on so much thereof as may remain from time to time unpaid at the rate prescribed by the instrument or instruments creating or evidencing the liabilities, on demand, both before and after default, demand and judgment, with interest on overdue interest and on all amounts charged to the Mortgagor hereunder at such rate.

This Mortgage is subject to the terms and conditions of a certain Inter-Creditor Agreement among Royal Bank of Canada, National Bank of Canada, Keller Holdings Ltd. and the Mortgagor whereby, *inter alia*, Royal Bank of Canada agrees to hold this Mortgage for and on its own behalf and as agent for and on behalf of National Bank of Canada.

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER & SONS FARMING LTD. To ROYAL BANK OF CANADA

25th day of May 20 11

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller, Pres. (Signature)

(Signature)

AMENDING AGREEMENT Form 9.1

1. REGISTERED OWNER~~(S)~~ OF MORTGAGE~~/ENCUMBRANCE~~

ROYAL BANK OF CANADA

see schedule ☐

2. REGISTERED OWNER~~(S)~~ OF LAND

KELLER & SONS FARMING LTD.

see schedule ☐

3. AFFECTED MORTGAGE~~/ENCUMBRANCE~~

[X] Mortgage ☐ Caveat ☐ Other *(specify)* ____________

Instrument No. 1289048/2

4. CURRENT AFFECTED TITLE(S)

1478927/2, 1478929/2, 1478934/2, 1478935/2, 1563655/2, 1563660/2, 1563662/2, 1563668/2, 1563709/2, 1761155/2, 1751158/2, 2355218/2, 2356180/2 and 2531513/2

see schedule ☐

5. ADDITIONAL LAND *(complete only if additional land is being added)*

The land affected by the above (mortgage/encumbrance) is hereby varied to add the following land:

TITLE NO.(S)

see schedule ☐

6. ENCUMBRANCES ON ADDITIONAL LANDS *(complete only if additional land is being added)*

The parties acknowledge that the following encumbrances affecting the additional land have priority of registration over the affected (mortgage/encumbrance)

see schedule ☐

7. AMENDED TERMS

The affected (mortgage~~/encumbrance~~) is hereby amended as follows:

1. By increasing the principal amount in box 6(a) of the Mortgage to $34,000,000.00; and
2. In all other respects, Mortgage No. 1289048/2 shall remain in effect, unamended.

see schedule ☐

8. SIGNATURE OF REGISTERED OWNER~~(S)~~ OF MORTGAGE~~/ENCUMBRANCE~~ see schedule ☐

1. Royal Bank of Canada is ~~I am (entitled to be) (an/the)~~ owner of the affected (mortgage~~/encumbrance~~).
2. I am of the age of majority.
3. Royal Bank of Canada ~~I~~ agrees to amend the affected (mortgage~~/encumbrance~~) as set forth herein.
4. I am an employee~~/officer/director~~ of the within registered owner(s) ~~of the mortgage/encumbrance~~ and have authority to bind same, and I am of the full age of majority.

witness signature	name	signature	date (YYYY/MM/DD)
	ROYAL BANK OF CANADA Per: John Geppley Senior Account Manager		2014 / 05 / 14
Doug E. Fawcett, Manitoba Practicing Lawyer, ... Main Street, Winnipeg, MB R3C 3Z3			/ /

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

FRDOCS_4079670.1

9. SIGNATURE OF REGISTERED OWNER(S) OF LAND see schedule ☐

1. I am ~~(entitled to be) (an/the)~~ owner of the land.
2. I am of the age of majority.
3. I agree to amend the affected (mortgage/~~encumbrance~~) as set out above.
4. As security for performance of all my obligations herein, I hereby (mortgage/~~encumber~~) to the (mortgagee/~~encumbrancer~~) my interest in the additional land ~~(if any)~~.
5. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act because:*
   ~~(a) the within land is not farm land as defined in *The Farm Lands Ownership Act*;~~
   (b) the interest in the farm land is being mortgaged/~~encumbered~~ pursuant to a bona fide debt obligation;
   ~~(c) other (*specify section of The Farm Lands Ownership Act*):~~ ______
   Particulars:
6. I am an ~~employee~~/officer/~~director~~ of the within registered owner(s) of the land and have authority to bind same, and I am of the full age of majority.

witness signature	name	signature	date (YYYY/MM/DD)
[signature]	KELLER & SONS FARMING LTD. Per Markus Keller, President	[signature]	2014 / 05 / 06

I have authority to bind the corporation

witness signature	name	signature	date (YYYY/MM/DD)
			/ /

CHARLES OSBORNE MEIGHEN
Barrister, Solicitor and Notary Public
Entitled to Practice in the Province of Manitoba
110 - 11th Street, Brandon,
Manitoba, Canada R7A 4J4

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

10. **IMPORTANT NOTICES**

NOTICES TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.
   AND
2. That they have acknowledged to you that they:
   (a) are the person named in this instrument;
   (b) have attained the age of majority in Manitoba; and
   (c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *the Manitoba Evidence Act*.

The Mortgage Act **provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.**

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all parties signing this document whether individual or corporate.

11. SIGNATURE OF COVENANTOR(S) see schedule ☐

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

witness signature	name	signature	date (YYYY/MM/DD)
			/ /
			/ /

12. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

I, the spouse or common-law partner of the (mortgagor/encumbrancee), consent to the disposition of the homestead effected by this instrument and acknowledge that:

1. ☐ I am the first spouse or common-law partner to acquire homestead rights in the property; or
   ☐ A previous spouse or common-law partner of the (mortgagor/encumbrancee) acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

name of spouse or common-law partner	signature of spouse or common-law partner	date (YYYY/MM/DD)
		/ /

name of witness	signature of witness	date (YYYY/MM/DD)
		/ /

A Notary Public in and for the Province of Manitoba
A Commissioner for Oaths in and for the Province of Manitoba
My commission expires: ______
Or other person authorized to take affidavits under *The Manitoba Evidence Act (specify):* ______

13. CONSENTS OF SUBSEQUENT ENCUMBRANCER(S) see schedule ☐

______________ as holder of ______________ No. ______________

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

witness signature	name	signature	date (YYYY/MM/DD)
			/ /
witness signature	name	signature	date (YYYY/MM/DD)

______________ as holder of ______________ No. ______________

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

witness signature	name	signature	date (YYYY/MM/DD)
			/ /
witness signature	name	signature	date (YYYY/MM/DD)

______________ as holder of ______________ No. ______________

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

witness signature	name	signature	date (YYYY/MM/DD)
			/ /
witness signature	name	signature	date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 10.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act.*

14. **INSTRUMENT PRESENTED FOR REGISTRATION BY** *(include address, postal code, contact person and phone number)*

LAND TITLES OFFICE USE ONLY			
SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) ______			
Set for acceptance ☐		Fee ______ Fee adjustment ______ ☐ Extra Fee ☐ Refund	
Examined by: ☐ Fees checked ☐		Registration No.	

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