This is exhibit 11 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

DATE: 2011/07/26 **MANITOBA** REGISTRATION NO: 1291925
TIME: 08:16
PROC **CERTIFICATE OF CHARGE** PAGE: 1

STATUS OF REGISTRATION.. ACCEPTED
ORIGINATING OFFICE...... BRANDON
REGISTERING OFFICE...... BRANDON
REGISTRATION DATE....... 2011/07/14
COMPLETION DATE......... 2011/07/21

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

PRODUCED BY... C.RUSSELL

AFFECTED TITLES:

2531512

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
1031627	CAVEAT	1997/09/26
1127809	CAVEAT	2003/03/31

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 [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

active co.

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

see schedule [ ]

2. **LAND DESCRIPTION**

The NE ¼ of Section 14-8-17 WPM
exc Firstly: Road Plan 22047 BLTO
and Secondly: An undivided ½ interest in all mines and minerals other than sand and gravel as set forth in Transfer 106240

all.

LAND TITLES OFFICE
JUL 26 2011
...DON, MAN.

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

TITLE NUMBERS(S) 2531512 nil
MORTGAGE/ENCUMBRANCE NUMBER(S) see schedule [ ]

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) [A] [ ] [ ] [ ]
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 [A]

(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 [A]

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT

Certificate of Registration
Registered this date JUL 14 2011
as No. 1291925
I certify that the within instrument was registered in the BRANDON Land Titles Office and entered on Title No. 2531512

For District Registrar

MORTGAGE

LAND TITLES OFFICE
JUL 14 2011
BRANDON, MB

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.

554

Manitoba
Consumer and
Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE A
(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 ,

13rd day of July 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. 1291925/2

4. CURRENT AFFECTED TITLE~~(S)~~
2531512/2

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:

THE NE ¼ OF SECTION 23-8-17 WPM
EXC ROAD PLAN 22430 BLTO

TITLE NO.(S) 2588471/2

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~~)

Caveat No. 1031625/2

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. 1291925/2 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.

ROYAL BANK OF CANADA
Per:

witness signature	name [illegible] Senior Account Manager	signature	2014 / 05 / 14 date (YYYY/MM/DD)
witness signature	name	signature	/ / date (YYYY/MM/DD)

Notary Public
Main Street

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.

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)
			/ /

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)
			/ /
			/ /

_______________ 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)
			/ /
			/ /

_______________ 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)
			/ /
			/ /

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_4079713.2

This is exhibit 12 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

AGREEMENT AS TO LOANS AND ADVANCES AND SECURITY UNDER SECTION 427 OF THE BANK ACT FOR SUCH LOANS AND ADVANCES

1. In this agreement, "I", "my" and "mine" mean the individual who signs this agreement and if more than one individual signs this agreement, then these words mean each of them individually and "we", "our", "ours" and "us" mean all of them collectively.

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

2. In consideration of the loan(s) or advance(s) being made and/or to be made in the future by you to me, I/we agree with you as follows.

3. All security now or in the future held by you for the payment of any of my/our debt or liability including security by way of warehouse receipt or bill of lading or under Section 427 of the Bank Act (such security being called the "security"), together with all property covered by or comprised in the security (such property being called the "property"), and all proceeds of the security and of the property, constitute a continuing collateral security for the payment of such debt or liability and also for the payment of:

   (a) interest on such debt or liability which, unless otherwise agreed, is calculated at your rate established from time to time and according to your usual custom, and

   (b) all costs, charges and expenses reasonably incurred by you or the Receiver appointed by you under section 9 of this agreement, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in preparing or enforcing this agreement, taking and maintaining custody or, preserving, repairing, processing, preparing for disposition and disposing of the property and in enforcing the security, which costs, charges and expenses may be recovered by debiting any of my/our accounts with you, without prior notice.

4. I/We agree to keep the property insured to its full insurable value against loss or damage by fire, and, at your request, against loss or damage from any other cause, with insurers approved by you.

   I/We will assign to you the policies evidencing such insurance or all claims under such insurance and have the loss made payable to you as you may require and I/we will deliver the policies to you. Should I/we fail to do so, you may, but will not be bound to, effect such insurance on the property as you see fit and I/we will on demand repay to you the amount of any premiums paid by you with interest on such amount at the rate and calculated in the manner mentioned above.

5. If you surrender to me/us the security or the property or any part or either of them, I/we will receive the same in trust (in Quebec, as mandatary) for you, and will deal with such security or property or any part of either of them as you may direct. At your request, I/we will give you security on the property so surrendered, or covered by the security so surrendered, to your satisfaction.

6. I/We assign to you and agree to pay to you or transfer to you immediately the proceeds of all sales by me/us of the property or any part of such property, including cash, debts arising from such sales or otherwise, evidences of title, instruments, documents and securities, which I/we may receive or be entitled to receive in respect thereof; until so paid or transferred, such proceeds will be held by me/us in trust (in Quebec, as mandatary) for you.

   Execution by me/us and acceptance by you of an assignment of (in Quebec, of a hypothec on) book debts or any additional assignment (in Quebec, hypothec) of any of such proceeds is deemed to be in addition to this agreement and will not constitute your acknowledgement of any right or title on my/our part to such book debts or proceeds.

7. I/We will pay and discharge all claims in any way secured by or constituting a charge upon any part of the property and particularly, but without limiting the generality of the foregoing, all wages, salaries and other remuneration of all employees employed by me/us in connection with my/our business, farm or aquaculture operation in respect of which any property covered by the security is held or acquired by me/us.

   At your request, I/we agree to provide proof of such payment and discharge and obtain and deliver such waivers or releases as you may deem necessary to secure the priority of your rights in the property.

8. I/we will on your demand and to your satisfaction deliver to you additional security. Should I/we fail to do so or to make due payment to you of any debt or liability or to observe any provision of this agreement, you may in your discretion cease or refrain from making loans or advances to me/us whether under any credit extended by you or otherwise, and all of my/our debts and liabilities to you will at your option be payable immediately and without any demand, and you are authorized:

   (a) to sell at public or private sale or otherwise realize upon the security or any part of such security and all or any of the property whenever and wherever and for such price in money or other consideration and in such manner and upon such terms and conditions as you deem best, the whole without advertisement or notice to me/us or others; and

   (b) to deal with the proceeds as provided in this agreement or as otherwise agreed,

   without prejudice to your claims for any deficiency and free from any right of redemption I/we may have, which right is waived and released. I/we expressly waive all formalities prescribed by custom or by law in relation to any such sale or other realization.

9. You may without any demand but upon such notice as may be required, if any:

   (a) enter, occupy, use, enjoy and exercise free of charge and to the exclusion of all others, including me/us, any and all premises and property (real and personal, immoveable and moveable) and rights, powers and privileges used, enjoyed or exercised by me/us in connection with the property or any part of such property or in or upon which the same may be (not being the premises of a warehouseman or carrier) until the property will be fully realized upon; and

   (b) appoint or reappoint by instrument in writing, any person or persons, whether an officer or an employee or employees of yours or not, to be a receiver or receivers (the "Receiver", which term when used includes a receiver and manager) of the property (including any interest, income and profits from such property). You may remove such Receiver so appointed and appoint another. I/We have no power to revoke the appointment of the Receiver.

   The Receiver will, so far as the responsibility of the Receiver for his/her acts is concerned, be deemed to be my/our agent and not your agent. You will not be in any way responsible for any misconduct, negligence or non-feasance on the part of the Receiver, or the Receiver's servants, agents or employees. Subject to the provisions of the instrument appointing the Receiver, the Receiver will have all the powers, rights and discretion granted to you by this agreement including the power to take possession of the property, to preserve the property or its value, to carry on or concur in carrying on all or any part of my/our business and to sell, lease or otherwise dispose or concur in selling, leasing or otherwise disposing of the property.

10. Any promissory note or bill of exchange received by you together with any securities or documents attached to or received with such promissory note or bills of exchange will be subject to the terms of this agreement. You and holders of any such bill or note may at any time before or after its maturity and whether or not it has been dishonoured, accept payment and deliver the securities or documents or accept partial payment and release part of the securities or of the property covered by the documents or any of them.

11. You may apply

(a) all payments which you receive,

(b) the proceeds of sales by me/us of the property or any part of such property, and

(c) the proceeds of realization of any of the security or of the property which are applicable generally to my/our debts and liabilities to you,

against or, as you deem best, hold the same with all the powers, rights and discretion conferred on you by this agreement or otherwise, as continuing collateral security for the fulfillment of any or all obligations, present or future, direct or indirect, absolute or contingent, matured or not, of me/us to you whether arising from agreements or dealings between you and me/us or from any agreement or dealings with any third person by which you may be or become in any manner whatsoever a creditor of mine/ours or however otherwise arising and whether I/we be bound alone or with another or others and whether as principal or surety, and any such application by you may, in whole or in part, be changed by you as you deem best.

The proceeds of realization of any part of the security or of the property which are applicable only to part of my/our debts and liabilities to you will first be applied to such part of the debts and liabilities, and any surplus remaining after payment of such part may be held or applied by you for the purposes set out in and in accordance with the preceding paragraph of this Clause 11.

12. You 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 me/us, my/our creditors, sureties and others and with the property and other security as you may see fit without prejudice to my/our liability or your right to hold and realize the security.

13. I/We agree to execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as you may deem necessary or desirable for the purpose of perfecting your title to the security or the property or the proceeds of either of them or of carrying into effect any or all of the provisions of this agreement or of securing the fulfillment of all my/our obligations to you.

I/We appoint you and your officers, and persons acting as managers of your branches or units where I/we keep an account and any person or persons named by you for these purposes, and any one of them acting alone, my/our attorney(s) with full power of substitution to do anything the said attorney(s) may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement. This appointment is made in consideration of a loan or loans, advance or advances, by you to me/us and is irrevocable and of full force and effect whenever and so often as any loan or advance by you to me/us is unpaid or any obligation to you is unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency.

Every power, right and discretion vested by law in you or conferred upon you by this agreement may be exercised on your behalf by the said officers or acting officers of yours or any person or persons named by you for such purpose, and any one of them acting alone.

14. No delay or omission in exercising any of your rights or remedy under this agreement or with respect to any of my/our debt will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy will preclude the exercise of any other right or remedy.

You may remedy any default by me/us in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by me/us.

All rights granted or recognized in your favour are cumulative and may be exercised at any time, independently or in combination.

15. When required by this agreement, a notice or demand addressed to me/us will be given in writing and will be sufficiently given if delivered to me/us or sent by prepaid registered mail addressed to me/us at the last address known to your branch or unit from which notice or demand is dispatched.

16. I/We waive the benefit of all rules of law or equity and compliance with any statutory provisions now or in the future in force inconsistent with any of the provisions of this agreement.

17. The provisions of this agreement are in addition to all other remedies existing in law and to all rights under existing agreements. No sale or delivery by me/us of any part of the property prejudices or affects your rights however arising in or with respect to property so sold or delivered. This is a continuing agreement and all its provisions extend to all my/our loans and advances with you and all my/our obligations to you at any time outstanding and to the security and the property as they may exist and all proceeds thereof. Every loan and advance now or made in the future is deemed to have been made upon the agreements contained in this agreement.

18. Nothing contained in this agreement obligates you to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute a debt or liability of mine/ours.

19. This agreement is binding upon and enures to my/our and your benefit, and my/our and your respective heirs, executors, liquidators of successions, administrators, successors or assigns, as the case may be.

20. If more than one person executes this agreement, the obligations of such persons are joint and several.

21. In the event that any provisions of this agreement, as amended from time to time, are deemed to be invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this agreement remain in full force and effect.

22. The Undersigned has(have) expressly requested that this document be drawn up in the English language. Le(s) soussigné(s) a(ont) expressément demandé que ce document soit rédigé en langue anglaise.

Signed at Brandon, Manitoba this May (MONTH) (DAY) 2011 (YEAR)

KELLER & SONS FARMING LTD.

Per: [signature]
Markus Keller
President & Secretary

This is exhibit 13 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **KELLER & SONS FARMING LTD.** (hereinafter called the "Customer") to the Bank or remaining unpaid by the Customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the Customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the Customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "Liabilities"); the liability of the undersigned hereunder being limited to the sum of **$30,000,000.00 Thirty Million Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate per annum in effect from time to time plus 5.000 Five** percent per annum as well after as before default and judgment.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the Customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the Customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the Customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of Liabilities thereafter incurred or arising but not in respect of any Liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the Customer based on agreements express or implied made prior to the receipt of such notice and any resulting Liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the Customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the Customer or in the membership of the Customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the Customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the Liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "Customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the Customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the Liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the Liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the Customer or of the directors, partners or agents of the Customer, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the Customer; excepting any guarantee surrendered for cancellation on delivery of this instrument.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the Customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank or remains unpaid by the Customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Manitoba** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provices except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

EXECUTED at Brandon, Manitoba this May 25, 2011
(MONTH) (DAY) (YEAR)

IN THE PRESENCE OF

KELLER HOLDINGS LTD.

Witness

Per Markus Keller
President & Secretary

Witness

Witness

Witness

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the Customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) ______________________________ of ______________ in the Province of ______________, the guarantor in the guarantee dated ________ made between ROYAL BANK OF CANADA and ______________________________, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at ______________ this ______________ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

____
A NOTARY PUBLIC IN AND FOR

____

(Guarantor to sign in presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate ______________________________
Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) ______________________________ of ______________ in the Province of ______________, the guarantor in the guarantee dated ________ made between ROYAL BANK OF CANADA and ______________________________, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at ______________ this ______________ under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

____
A LAWYER OR A NOTARY PUBLIC IN AND FOR

____

STATEMENT OF GUARANTOR

I am the person named in the certificate ______________________________
Signature of Guarantor

This is exhibit 14 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 HOLDINGS LTD.			
ADDRESS OF BUSINESS DEBTOR	CITY	PROVINCE	POSTAL CODE
PO BOX 760	CARBERRY	MB	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 HOLDINGS LTD.

[signature] WITNESS

Per: [signature] (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)

This is exhibit 15 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 25 day of May, 2011,

BY:

KELLER HOLDINGS 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 26th day of May, 2011 and registered in the Land Registry Office for the Land (Registry/Titles) Divisions of Brandon as instrument No. 1289056 and Morden as instrument no. 1159697 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 25th day of May, 2011.

KELLER HOLDINGS LTD.

Per: [signature]
Name: Markus Keller
Its: President

SCHEDULE "A"

Description of Property

BRANDON LAND TITLES OFFICE

Title No. 2129372
SE ¼ 13-9-17 WPM
exc all mines and mineral
as set forth in Deed No. 98223

Title No. 2233557
Parcel One: NE ¼ 29-10-17 WPM exc:
Firstly: all sand and gravel as set forth in transfer 1111294
Secondly: all mines and minerals as reserved in the grant from the Crown
Parcel Two: SE ¼ 32-10-17 WPM exc:
Firstly: Sly 1320 feet perp
Secondly: all sand and gravel as set forth in transfer 1111294
Thirdly: all mines and minerals as set forth in transfer 121750

Title No. 2300332
The NW ¼ of section 29-10-17 WPM
Exc all mines and minerals and special reservations as reserved in the grant from the Crown

Title No. 2129317
SE ¼ 29-10-17 WPM exc:
Firstly: transmission line plan 1055 BLTO
Secondly: road plan 1376 BLTO
Thirdly: all reservations in favour of the Crown as set forth in the Crown Lands Act

Title No. 2129319
SW ¼ 29-10-17 WPM exc:
Firstly: road plan 1376 BLTO
Secondly: transmission right of way plan 1055 BLTO
Thirdly: all reservations in favour of the Crown as set forth in the Crown Lands Act

Title No. 2129320
E ½ 30-10-17 WPM exc:
Firstly: out of SE ¼ of said section, road plan 1376 BLTO
Secondly: out of the SE ¼ that portion taken for right of way for electric transmission line plan 1055 BLTO
Thirdly: all sand and gravel as set forth in transfer no. 1111294
Fourthly: all mines and minerals as set forth in transfers nos. 93890 R24598 and 1111294.

Title No. 2129321
All that portion of NE ¼ 32-10-17 WPM lying to the south of Rly right of way plan 50 BLTO exc:
Firstly: all sand and gravel as set forth in transfer no. 1111294
Secondly: all mines and minerals as reserved in the grant from the Crown.

Title No. 2129322
NW ¼ 33-10-17 WPM exc
Firstly: railway plan 50 BLTO
Secondly: all sand and gravel as set forth in transfer no. 1111294
Thirdly: all mines and minerals as set forth in transfer no. 1111294.

Title No. 2129323
SW ¼ 33-10-17 WPM exc:
Firstly: all sand and gravel as set forth in transfer no. 1111294
Thirdly: all mines and minerals as set forth in deed no.116252.

MORDEN LAND TITLES O FFICE

Title No. 2153771
Parcel I:
NW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as reserved in the original Grant from the Crown.
Secondly – Public Road Plan No. 22422 MLTO
Parcel II:
SE ¼ 6-9-16 WPM
Excepting – All mines and minerals as in transfer nos. 38862 MLTO (C Div), 49603 MLTO (C Div), 60417 MLTO (C Div).
Parcel III:
NE ¼ 6-9-16 WPM
Excepting – All mines and minerals as in transfer nos. 38146 MLTO (C Div), 49603 MLTO (C Div) and 60417 MLTO (C Div).

Title No. 2153770
Parcel I:
SW ¼ 5-9-16 WPM
Excepting - All mines and minerals as reserved in transfer nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO (C Div)
Parcel II:
NE ¼ 5-9-16 WPM
Excepting – All mines and minerals as in real property application 3810 MLTO and transfer 142630 MLTO.
Parcel III:
NW ¼ 5-9-16 WPM
Excepting
Firstly - All mines and minerals in transfer 142630 MLTO other than the mines and minerals reserved in deed 30081 MLTO (C Div)
Secondly – All mines and minerals as in deed 30081 MLTO (C Div)
Thirdly – The NLY 1320 feet perp

This is exhibit 16 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

DATE: 2011/06/08
TIME: 12:53
PDCC

MANITOBA

CERTIFICATE OF CHARGE

REGISTRATION NO: 1159697

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:

2153770 2153771

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

KELLER HOLDINGS 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
1037702	MORTGAGE	2000/11/27
1047283	CAVEAT	2001/10/01
1058692	CAVEAT	2002/09/30
1103815	CAVEAT	2006/10/03
1123338	MORTGAGE	2008/05/09
1123339	PERSONAL PROPERTY SECURITY NOTICE	2008/05/09

X
FOR DISTRICT REGISTRAR

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 HOLDINGS 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	XXXXXXXXXXXX	(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. 1159697
I certify that the within instrument was registered in the MORDEN Land Titles Office and entered on Title No. 2153771, 2153770

For District Registrar

MORTGAGE

LAND TITLES OFFICE MORDEN, MB MAY 31 2011

1159697

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.

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.~~
   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.

MK

KELLER HOLDINGS LTD.

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

CHARLES OSBORNE MEIGHEN
BARRISTER & SOLICITOR
PROVINCE OF MANITOBA
110 - 11th STREET
BRANDON, MANITOBA
R7A 4J4

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 [X] 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*
Fillmore Riley LLP
1700 – 360 Main Street
Winnipeg, MB R3C 3Z3 (J.M.J. Dow, 957-8319 – File No. 180207-376\JMJD)

FRDOCS_2226587.1

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. 2129372
SE ¼ 13-9-17 WPM
exc all mines and mineral
as set forth in Deed No. 98223
Prior Encumbrances: Mortgage No. 1088024, Mortgage No. 1220508, PPSN No. 1220509

Title No. 2233557
Parcel One: NE ¼ 29-10-17 WPM exc:
Firstly: all sand and gravel as set forth in transfer 1111294
Secondly: all mines and minerals as reserved in the grant from the Crown
Parcel Two: SE ¼ 32-10-17 WPM exc:
Firstly: Sly 1320 feet perp
Secondly: all sand and gravel as set forth in transfer 1111294
Thirdly: all mines and minerals as set forth in transfer 121750
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

Title No. 2300332
The NW ¼ of section 29-10-17 WPM
Exc all mines and minerals and special reservations as reserved in the grant from the Crown
Prior Encumbrances: Caveat No. 1000515, Postponement No. 1125725, Mortgage No. 1221116, PPSN No. 1221117, Postponement No. 1227597

Title No. 2129317
SE ¼ 29-10-17 WPM exc:
Firstly: transmission line plan 1055 BLTO
Secondly: road plan 1376 BLTO
Thirdly: all reservations in favour of the Crown as set forth in the Crown Lands Act
Prior Encumbrances: Caveat No. R17395, Caveat No. R6509, Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129319
SW ¼ 29-10-17 WPM exc:
Firstly: road plan 1376 BLTO
Secondly: transmission right of way plan 1055 BLTO
Thirdly: all reservations in favour of the Crown as set forth in the Crown Lands Act
Prior Encumbrances: Caveat No. R25241, Caveat No. R6513, Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129320
E ½ 30-10-17 WPM exc:
Firstly: out of SE ¼ of said section, road plan 1376 BLTO
Secondly: out of the SE ¼ that portion taken for right of way for electric transmission line plan 1055 BLTO
Thirdly: all sand and gravel as set forth in transfer no. 1111294
Fourthly: all mines and minerals as set forth in transfers nos. 93890 R24598 and 1111294.
Prior Encumbrances: Caveat No. R14157, Caveat No. R17396, Caveat No. R7066, Caveat No. 1000513, Caveat No. 1000514, Postponement No. 1125723, Postponement No. 1125724, Mortgage No. 1221116, PPSN No. 1221117, Postponement No. 1227598, Postponement No. 1127599

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER HOLDINGS LTD. To ROYAL BANK OF CANADA

25th day of May 20 11

KELLER HOLDINGS 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. 2129321
All that portion of NE ¼ 32-10-17 WPM lying to the south of Rly right of way plan 50 BLTO exc:
Firstly: all sand and gravel as set forth in transfer no. 1111294
Secondly: all mines and minerals as reserved in the grant from the Crown.
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129322
NW ¼ 33-10-17 WPM exc
Firstly: railway plan 50 BLTO
Secondly: all sand and gravel as set forth in transfer no. 1111294
Thirdly: all mines and minerals as set forth in transfer no. 1111294.
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129323
SW ¼ 33-10-17 WPM exc:
Firstly: all sand and gravel as set forth in transfer no. 1111294
Thirdly: all mines and minerals as set forth in deed no.116252.
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

MORDEN LAND TITLES OFFICE

Title No. 2153771 All
Parcel I:
NW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as reserved in the original Grant from the Crown.
Secondly – Public Road Plan No. 22422 MLTO
Parcel II:
SE ¼ 6-9-16 WPM
Excepting – All mines and minerals as in transfer nos. 38862 MLTO (C Div), 49603 MLTO (C Div), 60417 MLTO (C Div).
Parcel III:
NE ¼ 6-9-16 WPM
Excepting – All mines and minerals as in transfer nos. 38146 MLTO (C Div), 49603 MLTO (C Div) and 60417 MLTO (C Div).
Prior Encumbrances: Mortgage No. 1037702, Caveat No. 1047283, Caveat No. 1058692, Caveat No. 1103815, Mortgage No. 1223338, PPSN No. 1123339

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

From KELLER HOLDINGS LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

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

____
(Signature)

Manitoba
Consumer and
Corporate Affairs
Land Titles

Schedule

Form 3

Additional Information

SCHEDULE A
(insert letter)

MORDEN LAND TITLES OFFICE

Title No. 2153770

Parcel I:
SW ¼ 5-9-16 WPM
Excepting - All mines and minerals as reserved in transfer nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO (C Div)
Parcel II:
NE ¼ 5-9-16 WPM
Excepting – All mines and minerals as in real property application 3810 MLTO and transfer 142630 MLTO.
Parcel III:
NW ¼ 5-9-16 WPM
Excepting
Firstly - All mines and minerals in transfer 142630 MLTO other than the mines and minerals reserved in deed 30081 MLTO (C Div)
Secondly – All mines and minerals as in deed 30081 MLTO (C Div)
Thirdly – The NLY 1320 feet perp
Prior Encumbrances: Mortgage No. 1037702, Caveat No. 1047283, Caveat No. 1103815, Mortgage No. 1223338, PPSN No. 1123339

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER HOLDINGS LTD. To ROYAL BANK OF CANADA

25th day of May 20 11

KELLER HOLDINGS 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 & Sons Farming 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 HOLDINGS LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER HOLDINGS 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 HOLDINGS LTD.

see schedule ☐

3. AFFECTED MORTGAGE/~~ENCUMBRANCE~~

[X] Mortgage ☐ Caveat ☐ Other *(specify)* __________

Instrument No. 1159697/4

4. CURRENT AFFECTED TITLE(S)

2153770/4 and 2153771/4

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. 1159697/4 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	signature	date (YYYY/MM/DD)
	John Loeppky Senior Account Manager		2014 / 05 / 14
witness signature	name	signature	date (YYYY/MM/DD)
			/ /

Dale E. Fawcett
Manitoba Practising Lawyer
Notary
360 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_4079739.1

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.

KELLER HOLDINGS LTD.
Per:

witness signature	name Markus Keller, President	signature	date (YYYY/MM/DD) 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) / /
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 ☐

Keller & Sons Farming Ltd. as holder of Caveat No. 1305810/2

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. KELLER & SONS FARMING LTD.

Per:

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

Markus Keller, President

CHARLES OSBORNE MEIGHEN
Barrister, Solicitor and Notary Public
Entitled to Practice in the Province of Manitoba
110 - 11th Street, Brandon,
Manitoba, Canada R7A 4J4

I have authority to bind the corporation

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_4079739.1

This is exhibit 17 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: 09:17

MANITOBA
CERTIFICATE OF CHARGE

REGISTRATION NO: 1289056
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:

2129317	2129319	2129320	2129321
2129322	2129323	2129372	2233557
2300332			

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

KELLER HOLDINGS 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
R14157	CAVEAT	1960/04/20
R17395	CAVEAT	1960/11/14
R17396	CAVEAT	1960/11/14
R25241	CAVEAT	1962/07/07
R6509	CAVEAT	1958/11/24
R6513	CAVEAT	1958/11/24
R7066	CAVEAT	1958/12/22
1000513	CAVEAT	1996/01/12
1000514	CAVEAT	1996/01/12
1000515	CAVEAT	1996/01/12
1088024	MORTGAGE	2000/11/20
1125723	POSTPONEMENT OF RIGHTS	2003/02/07
1125724	POSTPONEMENT OF RIGHTS	2003/02/07
1125725	POSTPONEMENT OF RIGHTS	2003/02/07
1220508	MORTGAGE	2008/05/07
1220509	PERSONAL PROPERTY SECURITY NOTICE	2008/05/07
1221116	MORTGAGE	2008/05/21
1221117	PERSONAL PROPERTY SECURITY NOTICE	2008/05/21
1227597	POSTPONEMENT OF RIGHTS	2008/09/02
1227598	POSTPONEMENT OF RIGHTS	2008/09/02
1227599	POSTPONEMENT OF RIGHTS	2008/09/02

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

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 HOLDINGS LTD., P.O. Box 760, Carberry, Manitoba R0K 0H0

active co

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. 1289056
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

1/13

1289056

554

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.

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/~~Encumbrancee~~ 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.~~
   b) the interest in farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.
   MK ~~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 HOLDINGS LTD.

			DATE
			Y M D
Witness	PER: MARKUS KELLER Name President	Signature	11 05 25
Witness ARLES OSBORNE MEIGHEN SISTER & SOLICITOR NCE OF MANITOBA 1th STREET DON, MANITOBA J4	Name	Signature	
	Name	Signature	

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.

			DATE
			Y M D
Witness	Name	Signature	
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*
Fillmore Riley LLP
1700 – 360 Main Street
Winnipeg, MB R3C 3Z3 (J.M.J. Dow, 957-8319 – File No. 180207-376\JMJD)

FRDOCS_2226587.1

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. 2129372 all
SE ¼ 13-9-17 WPM
exc all mines and mineral
as set forth in Deed No. 98223
Prior Encumbrances: Mortgage No. 1088024, Mortgage No. 1220508, PPSN No. 1220509

Title No. 2233557 all
Parcel One: NE ¼ 29-10-17 WPM exc:
Firstly: all sand and gravel as set forth in transfer 1111294
Secondly: all mines and minerals as reserved in the grant from the Crown
Parcel Two: SE ¼ 32-10-17 WPM exc:
Firstly: Sly 1320 feet perp
Secondly: all sand and gravel as set forth in transfer 1111294
Thirdly: all mines and minerals as set forth in transfer 121750
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

Title No. 2300332 all
The NW ¼ of section 29-10-17 WPM
Exc all mines and minerals and special reservations as reserved in the grant from the Crown
Prior Encumbrances: Caveat No. 1000515, Postponement No. 1125725, Mortgage No. 1221116, PPSN No. 1221117, Postponement No. 1227597

Title No. 2129317 all
SE ¼ 29-10-17 WPM exc:
Firstly: transmission line plan 1055 BLTO
Secondly: road plan 1376 BLTO
Thirdly: all reservations in favour of the Crown as set forth in the Crown Lands Act
Prior Encumbrances: Caveat No. R17395, Caveat No. R6509, Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129319 all
SW ¼ 29-10-17 WPM exc:
Firstly: road plan 1376 BLTO
Secondly: transmission right of way plan 1055 BLTO
Thirdly: all reservations in favour of the Crown as set forth in the Crown Lands Act
Prior Encumbrances: Caveat No. R25241, Caveat No. R6513, Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129320 all
E ½ 30-10-17 WPM exc:
Firstly: out of SE ¼ of said section, road plan 1376 BLTO
Secondly: out of the SE ¼ that portion taken for right of way for electric transmission line plan 1055 BLTO
Thirdly: all sand and gravel as set forth in transfer no. 1111294
Fourthly: all mines and minerals as set forth in transfers nos. 93890 R24598 and 1111294.
Prior Encumbrances: Caveat No. R14157, Caveat No. R17396, Caveat No. R7066, Caveat No. 1000513, Caveat No. 1000514, Postponement No. 1125723, Postponement No. 1125724, Mortgage No. 1221116, PPSN No. 1221117, Postponement No. 1227598, Postponement No. 1127599
~~1227599~~

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER HOLDINGS LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER HOLDINGS LTD.

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

____
(Signature)

Schedule

Form 3

Manitoba
Consumer and
Corporate Affairs
Land Titles

Additional Information

SCHEDULE A
(insert letter)

BRANDON LAND TITLES OFFICE

Title No. 2129321 all
All that portion of NE ¼ 32-10-17 WPM lying to the south of Rly right of way plan 50 BLTO exc:
Firstly: all sand and gravel as set forth in transfer no. 1111294
Secondly: all mines and minerals as reserved in the grant from the Crown.
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129322 all
NW ¼ 33-10-17 WPM exc
Firstly: railway plan 50 BLTO
Secondly: all sand and gravel as set forth in transfer no. 1111294
Thirdly: all mines and minerals as set forth in transfer no. 1111294.
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

Title No. 2129323 all
SW ¼ 33-10-17 WPM exc:
Firstly: all sand and gravel as set forth in transfer no. 1111294
Thirdly: all mines and minerals as set forth in deed no.116252.
Prior Encumbrances: Mortgage No. 1221116, PPSN No. 1221117

MORDEN LAND TITLES OFFICE

Title No. 2153771
Parcel I:
NW ¼ 6-9-16 WPM
Excepting
Firstly – All mines and minerals as reserved in the original Grant from the Crown.
Secondly – Public Road Plan No. 22422 MLTO
Parcel II:
SE ¼ 6-9-16 WPM
Excepting – All mines and minerals as in transfer nos. 38862 MLTO (C Div), 49603 MLTO (C Div), 60417 MLTO (C Div).
Parcel III:
NE ¼ 6-9-16 WPM
Excepting – All mines and minerals as in transfer nos. 38146 MLTO (C Div), 49603 MLTO (C Div) and 60417 MLTO (C Div).
Prior Encumbrances: Mortgage No. 1037702, Caveat No. 1047283, Caveat No. 1058692, Caveat No. 1103815, Mortgage No. 1223338, PPSN No. 1123339

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

From KELLER HOLDINGS LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER HOLDINGS LTD.

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

(Signature)

Manitoba
Consumer and
Corporate Affairs
Land Titles

Schedule
Form 3

Additional Information Page 3 of 3 Pages

SCHEDULE A
(Insert letter)

MORDEN LAND TITLES OFFICE

Title No. 2153770
Parcel I:
SW ¼ 5-9-16 WPM
Excepting - All mines and minerals as reserved in transfer nos. 38144 MLTO (C Div), 49651 MLTO (C Div) and 142630 MLTO (C Div)
Parcel II:
NE ¼ 5-9-16 WPM
Excepting – All mines and minerals as in real property application 3810 MLTO and transfer 142630 MLTO.
Parcel III:
NW ¼ 5-9-16 WPM
Excepting
Firstly - All mines and minerals in transfer 142630 MLTO other than the mines and minerals reserved in deed 30081 MLTO (C Div)
Secondly – All mines and minerals as in deed 30081 MLTO (C Div)
Thirdly – The NLY 1320 feet perp
Prior Encumbrances: Mortgage No. 1037702, Caveat No. 1047283, Caveat No. 1103815, Mortgage No. 1223338, PPSN No. 1123339

This Schedule forms part of a Mortgage
(Instrument Type)

From KELLER HOLDINGS LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER HOLDINGS LTD.

Per:
Markus Keller, Pres. (Signature)

(Signature)

Manitoba Consumer and Corporate Affairs Land Titles

Schedule

Form 3

Additional Information Page 1 of 1 Pages

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 & Sons Farming 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 HOLDINGS LTD. To ROYAL BANK OF CANADA,

25th day of May 20 11

KELLER HOLDINGS 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 HOLDINGS LTD.

see schedule ☐

3. AFFECTED MORTGAGE/~~ENCUMBRANCE~~

☒ Mortgage ☐ Caveat ☐ Other *(specify)* ____________

Instrument No. 1289056/2

4. **CURRENT AFFECTED TITLE(S)**
2129317/2, 2129319/2, 2129320/2, 2129321/2, 2129322/2, 2129323/2, 2129372/2, 2233557/2 and 2300332/2

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. 1289056/2 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.

ROYAL BANK OF CANADA
Per:

witness signature	name Blair Ladyman Account Manager	signature	date (YYYY/MM/DD) 2014 / 06 / 27
Doug E. Fawcett Manitoba Practising Lawyer [illegible] witness signature 1[illegible] Main Street Winnipeg, MB R3C 3Z3	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.*

FRDOCS 4079768.1

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*):~~ ________________

   N/A

   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 HOLDINGS LTD. Per:	[signature]	2014 / 06 / 05
			/ /

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 ☐

K[illegible]r & Sons Farming Ltd. as holder of Caveat No. 1305810/2

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.

[signature]	Keller & Sons Farming Ltd. Per:	[signature]	2014 / 06 / 18
witness signature	name	signature	date (YYYY/MM/DD)
			/ /
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

________ 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. /	

This is exhibit 18 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

NATIONAL
BANK

National Bank of Canada
Commercial & Agricultural Banking
2101 – 360 Main Street
Winnipeg, Manitoba R3C 3Z3

March 22, 2013

Keller & Sons Farming Ltd.
P.O. Box 760
Carberry, Manitoba R0K 0H0

Attention: Mark Keller

Re: Offer of financing and renewal

Dear Sir,

We are pleased to confirm to you that National Bank of Canada (the "Bank") agrees to renew the credits previously made available to **Keller & Sons Farming Ltd.** (the "Borrower") subject to the terms and conditions described herein.

1. DEMAND LOAN

1.1. CREDIT

Demand loan of $1,500,000.00 originally advanced May 2012 to finance working capital.

1.2. DURATION

Repayable upon demand. Without limiting the Bank's right to demand repayment, the loan shall be repaid in full no later than November 1, 2013.

1.3. INTEREST RATE

Canadian prime rate of the Bank plus 3.00% per annum.

1.4. REPAYMENT

Without limiting the Bank's right to demand repayment of the loan, the Borrower may repay the loan in part or in full at any time without penalty.

However, notwithstanding the right of the Bank to demand repayment of the loan at any time, the Borrower undertakes to repay the loan by monthly payments of interest only, with principal due in full no later than November 1, 2013.

2. TERM LOAN

2.1. CREDIT

Term loan of $8,799,883.85 to refinance existing demand loan #020497661876 (amount to refinance demand loan is after March 26 and April 26th principal payments taken on the demand loan)

2.2. TERM

Term of 12 months with an amortization of 277 months.

2.3. INTEREST RATE

Canadian prime rate of the Bank plus 1.00% per annum.

2.4. DISBURSEMENT

Single disbursement to be made no later than April 26, 2013, failing which the Bank may, at its discretion, refuse to make any subsequent disbursements hereunder.

2.5. REPAYMENT

Equal and consecutive monthly blended payments of principal and interest of $51,411.36, with the balance payable in full at expiry without any further notice or demand.

The Borrower may prepay the floating rate advances at any time without penalty provided that the repayment is made from the Borrower's operating cash flow or through a capital stock issue. Otherwise, a penalty of three months' interest on the repaid principal shall then be payable and withheld by the Bank from the prepayment. Partial repayments shall be applied to the last instalments of principal and/or interest or any other amount due by the Borrower, at the Bank's discretion.

3. SECURITY

As general and continuing security for the performance by the Borrower of all its obligations, present and future, towards the Bank, including, without limitation, the repayment of amounts due under this offer, the Borrower undertakes to provide the Bank with the following security, in accordance with the documents in use at the Bank:

3.1. First ranking collateral charge/mortgage in favour of RBC for itself and for the Bank, in the principal amount of $25,000,000 on all the Borrower's real property (approximately 5,800 acres) located in the R.M.'s of Cornwallis, North Cypress, South Cypress and Oakland, Manitoba; the mortgage security secures all indebtedness;

3.2. An Inter-Creditor Agreement, executed between the Bank, Royal Bank of Canada, the Borrower and the Guarantor. Among other things, the Agreement contains free exchange of information and cross-default clauses between RBC and NBC. The Agreement also states that the mortgage security is held by RBC for itself and the Bank on an equal pari passu basis;

3.3. Title insurance on all properties mortgaged;

3.4. Rider designating the Bank and RBC as the beneficiaries of the proceeds of the insurance policies covering the property pledged as security up to their full replacement value;

3.5. Subordination agreements by the shareholders and affiliates of the Borrower;

3.6. Security Assignments in favour of RBC and the Bank of the following agreements between Keller & Sons Farming Ltd. and Elk Haven Farms partnership: Farming agreement, Potato Storage Building Lease agreement and Circle Irrigated Farm Ground Lease agreement;

3.7. A full liability guarantee by Keller Holdings Ltd. (the Guarantor) which must always be guaranteed by:

3.7.1. First ranking collateral charge/mortgage of $25,000,000 in favour of RBC for itself and for the Bank on all the guarantor's real property (approximately 2,000 acres) located at in the R.M.'s of Cornwallis, North Cypress, South Cypress and Oakland, Manitoba;

3.7.2. Title insurance on all properties mortgaged;

3.7.3. Rider designating the Bank and RBC as the beneficiary of the proceeds of the insurance policies covering the property pledged as security up to their full replacement value;

3.8. Second security under Section 427 of the *Bank Act*;

3.9. A second security agreement on all the Borrower's present and future claims and inventory, to be registered in all applicable jurisdictions;

3.10. A second general security agreement on all the Borrower's personal property, tangible and intangible, present and future, to be registered in all applicable jurisdictions;

4. CONDITIONS PRECEDENT

Before the disbursement and the renewal of the credits, the Borrower shall have provided, executed or accomplished the following, as applicable, to the Bank's satisfaction:

4.1. Sign any written document which may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including, without limitation, any notes and security documents duly registered at the rank required by the Bank;

4.2. Provide a true copy of its documents of incorporation and of any corporate guarantor, as the case may be, and any amendments thereto, as applicable;

4.3. Provide confirmation of renewal from RBC of credit to both Keller & Sons Farming Ltd. (KSF) and Elk Haven Farms Partnership (EHF) for 2013 (copies of respective credit agreements);

4.4. Any change in security documents (other than offer letters) to be reviewed by Bank solicitor;

4.5. Provide any other document that may reasonably be requested by the Bank.

5. FINANCIAL COMMITMENTS

Financial statements

The Borrower shall keep adequate accounts and other accounting registers in keeping with generally accepted accounting principles and shall provide the Bank with the following financial statements:

- Its unaudited annual financial statements, namely a review engagement, within 120 days of the end of its fiscal year as well as its unaudited, combined with, Keller Holdings Ltd., interim financial statements, within 20 days of the end of each quarter period. Should the Borrower fail to provide the financial statements on time, the Bank shall debit the Borrower's current account, on the 121st day following the end of the Borrower's fiscal year, a fee of $250 for each month that the annual financial statements are late and a fee of $100 for each month that the interim financial statements are late.
- covenant compliance certificate to accompany the annual financial statements described above.
- annual financial statements, namely a notice to reader from Keller Holdings Ltd. and MKI Investments Inc., within 120 days of the end of its fiscal year.
- annual production reports for Keller & Sons Farming Ltd. and Elk Haven Farms Partnership (EHF).
- requirement of monthly report from MNP comparing YTD actual results to budget. to be received within 20 days of month-end.

Financial requirements

The Borrower undertakes to maintain at all times the following financial ratios:

- A Fixed Charge Coverage ratio of at least 1.15: 1.00, verified annually, calculated as follows:

$$\frac{\text{EBITDA (excluding gains from asset sales) – cash income taxes}}{\text{Total of Interest Expense, scheduled principal payments in respect of Funded Debt and Corporate Distributions}}$$

EBITDA: Earnings before interest, taxes, depreciation and amortization.

- Funded Debt to EBITDA ratio of no more than 10.0: 1.00, verified annually;

  Funded Debt to EBITDA ratio: all interest-bearing debt (as defined below) divided by EBITDA (excluding extraordinary items).

  Funded Debt: at any time, for the fiscal period ended, means all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interest, but excluding postponed debt.

  EBITDA: Earnings before interest, taxes, depreciation and amortization.

6. SPECIFIC OBLIGATIONS OF THE BORROWER

In addition to the general obligations set out hereinafter, the Borrower and/or any corporate guarantor and/or any intervenor as the case may be, shall not, without the prior written consent of the Bank:

6.1. Modify the control of the Borrower;

6.2. Make capital expenditures for an amount exceeding $nil within a given fiscal year;

6.3. Declare or pay dividends on any category of shares, nor proceed with the purchase by mutual agreement or the redemption of shares of any category of the capital stock of the Borrower unless the latter respected the terms and conditions stipulated herein after the payment of dividends or the purchase or the redemption of shares, as the case may be;

6.4. Move a substantial portion of its assets outside of the province of Manitoba.

7. GENERAL OBLIGATIONS

7.1. POSITIVE COVENANTS

Until payment in full of the credit(s) granted hereunder, the Borrower shall:

Operate its business in a diligent and continuous manner.

Use the proceeds of the financing granted for the purposes stipulated herein.

At all times, give the Bank's representatives the right to inspect its establishments and provide access thereto, and further permit the Bank's representatives to examine its books of account and other records, and take excerpts therefrom or make copies thereof.

Maintain, at all times, insurance coverage on its property against loss or damage caused by fire and any other risk as is customarily maintained by companies carrying on a similar business.

Notify the Bank, without delay, of any event of default or any other event which, following notice or the expiry of a delay, could constitute an event of default.

Obtain and maintain the licenses and permits required to operate its business.

Punctually pay all taxes, assessments, deductions at source, income taxes or other levies for which the payment is secured by legal privilege, prior claim or security, without subrogation or consolidation.

Provide the Bank with any information or document that it may reasonably require from time to time.

The Borrower also undertakes to ensure that each guarantor, if applicable, comply with the covenants described herein, as if such guarantor had directly undertaken such covenants.

7.2. NEGATIVE COVENANTS

The Borrower and/or any guarantor undertake not to carry out the following transactions or operations without the prior written consent of the Bank:

Materially change the nature of its operations or business.

Amalgamate with, merge into or consolidate with another person, or initiate the process of changing its registered office, domicile (head office) or chief executive office, as applicable.

Initiate or commence its dissolution, liquidation, winding-up or file a notice of intention, a voluntary petition, an assignment in bankruptcy, a proposal seeking a reorganization or an arrangement with its creditors, under the bankruptcy and insolvency laws of Canada or similar laws of any foreign jurisdiction.

Hypothecate charge, encumber, pledge or otherwise give as security any of its movable or immovable, real or personal property.

Grant advances to its officers, directors, shareholders or related parties other than in the normal course of its business.

Provide financial assistance, make an investment or provide a guarantee or suretyship to a third party other than a subsidiary.

7.3. ENVIRONMENTAL OBLIGATIONS

The Borrower declares that all the sites where it operates its business comply with environmental requirements and undertakes that all sites where it may in the future operate shall comply with these same requirements.

The Borrower shall immediately notify the Bank in the event that it does not comply with environmental requirements with respect to its property, operations or those of any neighbouring property. In addition, it shall report to the Bank, without delay, any notice, order, decree or fine that it may receive or be ordered to pay with respect to the environmental requirements.

At the request of and in accordance with the conditions set by the Bank, the Borrower shall, at its own cost, furnish any information with respect to its environmental situation, including any report prepared by a firm acceptable to the Bank.

In the event that any environmental requirements are not being respected, the Borrower shall effect the necessary work to ensure that its business and property comply with the environmental requirements within a period acceptable to the Bank.

The Borrower undertakes to indemnify the Bank for any damage which the Bank may suffer or any liability which it may incur as a result of any non-compliance with environmental requirements.

The provisions, undertakings and indemnification set out in this section shall survive the cancellation and release of the security, and/or the final payment in full of any indebtedness and liability of the Borrower to the Bank.

8. DEFAULT

8.1. EVENTS OF DEFAULT

Without limiting the demand nature of the operating and demand credits, the occurrence of one or more of the following events shall constitute a default hereunder:

8.1.1. If the Borrower fails to pay any installment of principal or any interest, fees and incidental charges or any other amount payable hereunder or under any of the security documents when due and payable;

8.1.2. If the Borrower or any guarantor, if applicable, makes a representation or warranty to the Bank that proves to be incorrect, erroneous or inaccurate;

8.1.3. If the Borrower or any guarantor, if applicable, fails to perform any of its obligations hereunder or pursuant to any of the security documents;

8.1.4. If the Borrower or any guarantor, if applicable, becomes insolvent or bankrupt or, if for any reason, the Borrower and/or any corporate guarantor, if applicable, is in the process of winding up, ceases to operate its business or if a major unfavorable event affects its financial position.

8.1.5. If proceedings are instituted by the Borrower, the guarantor or a third party with respect to the Borrower or the guarantor or its operations involving its bankruptcy, dissolution, winding-up, reorganization, composition, arrangement or readjustment of the indebtedness;

8.1.6. If a creditor, trustee in bankruptcy, receiver or trustee takes possession of the property of the Borrower and/or any guarantor, if applicable, in whole or in part, or if in the Bank's opinion, such property is subject to a prior notice of the exercise of a hypothecary right or a notice to withdraw authorization to collect claims, or is seized;

8.1.7. If the Borrower or any guarantor, if applicable, is in default under the terms of any other contract, agreement or writing with the Bank, any financial institution or government entity or any other creditor having any liens on the property of the Borrower and/or any guarantor, if applicable.

8.1.8. If this Offer, any security document or other document related thereto ceases to be in force, including, without limitation, if security ceases to retain the ranking provided for herein;

8.1.9. If the Borrower loses its qualification for refundable tax credits.

8.2. RIGHTS AND REMEDIES OF THE BANK

Without limiting the Bank's rights hereunder, under the security or related documents and subject to its other rights and remedies in the event of default:

8.2.1. The Bank may terminate any credit facility and declare liquid and payable all monetary obligations of the Borrower still outstanding at that time and claim from the Borrower or any guarantor, if applicable, without further notice or demand, immediate payment of all amounts owing;

8.2.2. The Bank may charge the Borrower reasonable analysis, administration and follow-up charges and may also retain the services of legal counsel, accountants or other professionals (and pay their fees) with respect to protecting and enforcing the Bank's security.

8.2.3. Any amount collected or received by the Bank, including the balance of any proceeds from the realization on the security, may be withheld by the Bank and may, at the Bank's discretion, be charged to any portion of the Borrower's indebtedness to the Bank (on the understanding that any amount disbursed by the Bank to realize, retain or preserve any right or security shall bear interest until payment in full, at the Bank's Canadian Prime Rate plus 3%).

The preceding provisions shall apply notwithstanding the fact that any of the beneficiaries or bearers of commercial letters of credit, letters of guarantee or bankers' acceptances issued hereunder, if applicable, has not requested payment in full or in part or has requested partial payment only from the Bank.

8.3. INCREASED RISK

Should a material change, deemed unfavorable by the Bank, occur in the (i) level of risk inherent in the financing (ii) the financial situation of the Borrower and/or any guarantor, (iii) the value of the property given as security to the Bank by the Borrower and/or any guarantor or the value of the company, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, under the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the credit facility at its sole discretion and demand repayment of any amount already disbursed in this respect.

9. MISCELLANEOUS PROVISIONS

9.1. ACCOUNTING TERMS

Each accounting term used herein, unless otherwise defined, shall have the meaning ascribed to it in the generally accepted accounting principles of the Canadian Institute of Chartered Accountants in effect at the time this offer is accepted. Should there be a change in the way these accounting principles are interpreted which affect the calculation of certain ratios and financial commitments, the Bank reserves the right to review these financial conditions, whether or not the financing has expired.

9.2. DEFINITIONS

"Discount" in the context of bankers' acceptances, means the difference, as determined by the Bank in accordance with its normal practices, between the nominal value of the bankers' acceptance and the price at which a bankers' acceptance with the same maturity date and the same nominal value accepted by the Bank could normally be sold at about 10:00 a.m. on the date the bankers' acceptance is issued.

"Stamping Fees" means the fees charged by the Bank to stamp bankers' acceptances issued by the Borrower at a rate established in accordance herewith.

"Discounted proceeds," in the context of issuing bankers' acceptance, means the proceeds that the Bank must disburse, the amount of which corresponds to the nominal value of the bankers' acceptance less the discount (as defined).

"Canadian prime rate": means the annual floating interest rate announced publicly by the Bank from time to time and used to determine the interest rates applicable to commercial loans in Canadian dollars by the Bank in Canada.

"U.S. base rate": means the annual floating interest rate announced publicly by the Bank from time to time and used to determine the interest rates applicable to commercial loans made in U.S. dollars by the Bank in Canada.

"Rate offered" means the annual interest rate determined from time to time by the Bank, for the term chosen by the Borrower, as being the fixed interest rate applicable to commercial fixed-rate term loans granted by the Bank in Canada for the same term.

9.3. CALCULATION OF INTEREST AND ARREARS

Unless otherwise provided for herein, interest on any amount due hereunder shall be calculated daily and not in advance on the basis of a 365-day year.

For the purpose of the *Interest Act* (Canada) in the case of a leap year, the annual interest rate corresponding to the interest calculated on the basis of a 365-day year is equal to the interest rate thus calculated multiplied by 366 and divided by 365.

Unless otherwise stipulated herein or in any other document relating to this offer, including without limitation all demand and term notes, interest shall be payable monthly on the 26th day of each month, with minimum charge of 10$ per credit.

Any amount of principal, interest, commission, discount or of any other nature remaining unpaid at maturity shall bear interest at the rate provided for the credit applicable.

The interest on arrears shall be compounded monthly and payable on demand.

9.4. RECORDS

The Bank shall keep records evidencing the transactions performed under this financing and the applicable interest. Such records shall be presumed to reflect these transactions and the amounts due to the Bank.

9.5. CONVERSION IN U.S. DOLLARS OR CDN DOLLARS AND JUDGMENT IN FOREIGN CURRENCY

Each time a Canadian-dollar amount must be converted into or expressed in U.S. dollars or the equivalent in U.S. dollars (or inversely) must be determined, the calculation is made on the appropriate date at the Bank's buying rate at approximately 10.30 a.m.

Should a judgment be obtained against the Borrower for an amount owed by it in a currency other than the one in which said amount was owing hereunder, the Borrower shall pay the Bank, as applicable, on the judgment payment date, such additional amount as is equal to the excess of the amount outstanding hereunder and converted into the other currency, on the judgment payment date, with respect to the judgment payment amount. The exchange rate applicable for the purposes of obtaining the judgment and for calculating said conversion shall be the rate at which the Bank is able, on the appropriate date, in Montreal, to sell the currency applicable to this offer in order to purchase the other currency.

Any additional amount owing under this section shall be a separate and distinct cause of action from the action which gave rise to the judgment, which judgment shall not constitute *res judicata*.

9.6. ACCOUNT DEBITS

The Borrower irrevocably authorizes the Bank to debit periodically or from time to time any bank account it may maintain at the Bank in order to pay all or part of the amounts it may owe to the Bank hereunder.

9.7. PRESUMPTION OF ACCURACY OF INFORMATION

All documents and information provided to the Bank by the Borrower, whether or not they are signed by one of the Borrower's representatives, including any financial information, financial statements and reports or documents of any other nature, shall be deemed by the Bank to be accurate and validly issued by the Borrower, without further formality. This presumption applies to all written documents and documents provided electronically. It is the Borrower's responsibility and the latter undertakes to implement efficient information control systems in accordance with generally accepted accounting principles to maintain the accuracy of the information provided. Furthermore, any information system for managing accounting data and producing financial statements and financial information in general must be kept up-to-date by the Borrower to ensure the integrity of the information generated by said system.

9.8. OFFSET OF FUNDS

In addition to all its other rights, the Bank may offset any amount owing hereunder with any sum due by the Bank to the Borrower or a guarantor (including in accordance with any deposit made with the Bank), even if this sum is not payable or is due in another currency (in which case the Bank can convert this amount into the currency of the amount due to the Bank). To do any of the foregoing, the Bank may debit any account held by the Borrower or a guarantor with the Bank.

9.9. SOLIDARITY

Whenever the term "Borrower" designates more than one person, each one shall be solidarily liable for the obligations stipulated herein and as such will be liable to the Bank for the obligations resulting form advances made by the Bank hereunder.

10. AUTHORIZATION REGARDING INSTRUCTIONS SENT ELECTRONICALLY

The Borrower authorizes the Bank to do all things as authorized by the Borrower even if such authorization is sent by fax or by e-mail and the Bank may deem such authorization valid and sufficient and the aforementioned presumption of accuracy shall apply to the authorization, whether it is required for transmitting information, a debit, issuing drafts or certified cheques or for any other purpose. Moreover, the Bank will not be held liable for any fees or delays which may be caused when an instruction is sent and which could be due to a technical problem attributable to the systems in use at the Bank.

11. INTERPRETATION CLAUSE

Whenever the context so requires, the singular shall be interpreted as plural, and vice versa, and the masculine gender as feminine or neuter

12. REVIEW

The terms and conditions of the credits granted by the Bank to the Borrower hereunder are subject to periodic review, at the Bank's discretion, including, without limitation, the annual review scheduled for February 28, 2014.

13. FINAL AGREEMENT AND INTERPRETATION

Once accepted and signed by the Borrower, this offer shall constitute the final agreement between the parties, with the exception of any subsequent written amendments agreed upon by the parties, and it shall supersede any prior agreements, verbal or written, between the parties with respect to the financing described herein.

This offer is made without novation to the credits already granted to the Borrower, as the case may be, and without derogation to the rights, hypothecs, security interests, mortgages, guarantees, suretyships, remedies, recourses and priority ranking arising from any previous offer of financing and the security documents, and the other writings related thereto, which shall continue to secure all the terms, conditions and obligations of such credits, whether or not they are covered by this offer.

In case of incompatibility between this offer and any other prior agreement relating to the credits described herein already granted in favour of the Borrower, the terms and conditions of this offer shall prevail.

14. FEES AND CHARGES

On acceptance of this offer, non-refundable fees shall be payable by the Borrower as follows:

$2,500.00 for the annual review fees for term loans.

All the fees incurred as part of this offer, including appraisal fees, fees for auditing assets, professional fees (including without limitation notary and/or lawyer fees in relation with the preparation of any document related hereto) and the fees required to register security documents shall be payable by the Borrower whether the financing is disbursed or not.

15. COLLECTION, USE AND DISCLOSURE OF INFORMATION

The Borrower and each signatory to this offer hereby authorize the Bank to use the necessary information pertaining to them which the Bank has or may have for the purpose of granting credit and insurance products (where permitted by law) and further authorize the Bank to disclose such information to its affiliates and subsidiaries for this same purpose. Moreover, they hereby authorize the Bank to obtain personal information pertaining to them from any party likely to have such information (credit-reporting agencies, financial institutions, creditors, employers, tax authorities, public entities, persons with whom they have business relations, and Bank subsidiaries and affiliates) in order to verify the accuracy of all information provided to the Bank and to ensure the solvency of the Borrower and each signatory to this offer at all times.

16. APPLICABLE LAW

This offer shall be governed and construed in accordance with the laws in force in the Province of Manitoba.

Should this offer meet with your approval, please indicate your acceptance by returning the duly signed copy before 5:00 p.m. on April 22, 2013, to the attention of Jeffrey Ransom, Manager – Commercial and Agricultural Banking. After that date, the Bank reserves the right to cancel or amend this offer, without notice.

Yours very truly,

NATIONAL BANK OF CANADA

By: ______________________
Jeffrey Ransom
Manager – Commercial and Agricultural Banking

By: ______________________
Brian Fortier
Regional Manager Commercial Banking

ACCEPTANCE

We declare that we have read and understood our obligations under this offer including, without limitation, the authorizations regarding the collection, use and disclosure of personal information, and accept the terms, conditions and obligations hereof.

Executed at Carberry, this 11th day of April, 2013.

KELLER & SONS FARMING LTD.

By: ______________________ By: ______________________

INTERVENTION

We declare that we have read and understood our obligations under this offer, that we subscribe to such obligations including, without limitation, the authorizations regarding the collection, use and disclosure of personal information, and accept the terms, conditions and obligations hereof.

Executed at Carberry, this 11th day of April, 2013.

KELLER HOLDINGS LTD.

By: ______________________ By: ______________________

APPENDIX "A"

COMMERCIAL LOAN INSURANCE

All key members of your personnel are eligible for life and disability insurance coverage on the company's loans. This coverage gives you a number of advantages including: (i) tax-deductible premiums in some cases; (ii) protection for the covered persons' heirs and the company itself in the event of death; and (iii) payment of the company's loan(s) in part or in full. Life and disability insurance for commercial loans is available at a competitive cost.

[ ] We would like more information about commercial loan insurance.

[✓] We are not interested in commercial loan insurance.

[ ] We already have commercial loan insurance.

ANALYSIS OF FINANCIAL PLANNING NEEDS

National Bank can offer you the services of a professional financial planner who will do a more comprehensive analysis of the financial needs of the company's owners, shareholders or officers. Certain financial products designed to maintain income or finance income taxes in the event of death can play an important role in planning the transfer of your business and financing a shareholders' agreement. The same applies in cases involving disability or critical illness. Since the obligations and financial situations of the company's owners, shareholders or officers can change on a regular basis, an analysis of their needs relating to those issues is crucial.

[ ] We would like to meet with a financial planning expert and we have completed the Service Proposal – National Bank Financial Planning Inc.

ANALYSIS OF GROUP PENSION PLAN NEEDS

A group pension plan is an excellent way to attract, motivate and retain employees. There are numerous advantages in setting up this type of plan within your organization. A meeting with our expert could help you save money by guiding you, after an evaluation of your situation, towards the best type of plan for your organization.

[ ] We would like to meet an expert and have completed the National Bank Planning and Benefits service proposal.

ANALYSIS OF INDIVIDUAL PENSION PLAN NEEDS

For owners of businesses and their key employees, an individual pension plan is a financial tool that can be extremely advantageous from a taxation perspective. Deductions at source, as well as the possibility of transferring sums of money out of the company, tax-free, are some examples. Each case is different, so a meeting with our expert will help you ascertain whether the many advantages offered by an individual pension plan will work for your particular situation.

[ ] We would like to meet an expert and have completed the National Bank Planning and Benefits service proposal.

Based on the needs you have indicated, the relevant expert(s) will contact you soon to provide more information about our services.

NATIONAL BANK OF CANADA

By: ______________________
Jeffrey Ransom
Manager – Commercial and
Agricultural Banking

KELLER & SONS FARMING LTD.

By: ______________________ By: ______________________

This is exhibit 19 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

0100 111 398 288

LETTER OF GUARANTEE

TO: NATIONAL BANK OF CANADA

1. In consideration of the National Bank of Canada (hereinafter referred to as the "Bank") dealing with KELLER & SONS FARMING LTD. (hereinafter referred to as the "Customer"), the undersigned and each of them, if more than one, hereby jointly and severally guarantee payment to the Bank of all present and future debts and liabilities (direct or indirect, absolute or contingent, matured or otherwise), now or at any time and from time to time hereafter due or owing to the Bank whether incurred by the Customer alone or jointly with any corporation, person or persons, or otherwise howsoever, including all costs and disbursements incurred by the Bank in view of recovering or attempting to recover said debts and liabilities. Provided, however, that the liability of the undersigned, and of each of the undersigned herein, is limited to --UNLIMITED--/100 Dollars ($UNLIMITED), with interest thereon from the date of demand of payment, at the rate agreed upon, between the Bank and the Customer.

2. In this guarantee, the word "Guarantor" shall mean the undersigned and if there is more than one, it shall mean each of them.

3. This guarantee shall not be affected by the death or loss or diminution of capacity of the Customer or of the Guarantor of by any change in the name of the Customer in the membership of the firm of the Customer through the death or retirement of one or more partners or the introduction of one or more partners or otherwise, or by the acquisition of the business of the Customer by a corporation, firm of person, or by any change whatsoever in the objects, capital structure or constitution of the Customer, or by the Customer or the business of the Customer being amalgamated with a firm or corporation but shall, notwithstanding the happening of any such event, continue to exist and apply to the full extent as if such event has not happened. The Guarantor agrees to monitor changes in the financial position of the Customer and hereby releases the Bank from any liability resulting therefrom.

4. All monies, advances renewals and credits in fact borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities, notwithstanding any lack or limitation of statues or of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals or credits, the whole whether known to the Bank or not; and any sum which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as sole and principal debtor in respect thereof and shall be paid to the Bank on demand with interest and accessories as herein provided.

5. This guarantee shall continue and be enforceable notwithstanding any amalgamation of the Bank with any other bank(s), financial institution(s) or other corporation(s), and any further amalgamation, in which event this guarantee shall also extend to all debts and liabilities then or thereafter owed by the Customer to the amalgamated bank. Furthermore, all security, real or personal, moveable of immoveable, which have been or will be given by the Guarantor for the said debts and liabilities shall be valid in the hands of the Bank, as well as its successors and assigns.

6. It is further agreed that this shall be a continuing guarantee, and shall cover and secure any ultimate balance owing to the Bank.

7. This guarantee shall bind the Guarantor together with his heirs, successors, executors, administrators, legal representatives and assigns until termination thereof by notice in writing to the manager of the branch of the Bank at which the account of the Customer is kept, but such termination by any of the guarantors or their respective heirs, successors, executors, administrators, legal representatives or assigns shall not prevent the continuance of the liability hereunder of any other guarantor. Such termination shall apply only to those debts or liabilities of the Customer incurred or arising after reception of the notice by the Bank, but not in respect of any prior debts or liabilities, matured or not. The notice of termination shall have no effect on those debts or liabilities incurred after reception of said notice which will result from express or implied commitments made prior to reception.

8. This guarantee will not be diminished or modified on account of any act on the part of the Bank which would prevent subrogation from operating in favour of the Guarantor. It is further agreed that the Bank, without exonerating in whole or in part the Guarantor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from, and give up or release any or part of the security held, may abstain from taking, perfecting, registering or renewing security or from realizing on security, may accept compositions and otherwise deal with the Customer and with any other person or persons, including any of the guarantors, and dispose of any security held by the Bank as it may see fit, and that all dividends and monies received by the Bank from the Customer or from any other person, capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be considered for all purposes as payment in gross which the Bank shall have the right to apply as it may see fit, not being bound by the law of imputation, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding up, in respect of the whole said debts and liabilities. The Guarantor shall have no right to be subrogated to the Bank until the Bank shall have received payment in full of its claims against the Customer with interest and costs. For greater certainty and without limitation, this guarantee will continue to apply in accordance with its terms and conditions to all present and future debts and liabilities of the Customer howsoever created including such debts and liabilities which may have matured or been expressly terminated by operation of law or any previous contract or instrument but revived, restated or recreated in any manner whatsoever and whether or not the undersigned has executed any contract or instrument other than this guarantee. A request for execution of the undersigned and failure to obtain it shall not amount to a waiver of this continuing obligation of the undersigned.

9. If any circumstances arise necessitating the Bank to file its claim against the estate of the Customer and to value its security, it will be entitled to place such valuation as the Bank may in its discretion see fit, and the filing of such claim and the valuation of its security shall in no way prejudice or restrict rights against the Guarantor.

10. The Bank shall not be obliged to exhaust its recourse against Customer or other persons or the security it may hold before being entitled to payment from the Guarantor of each and every of the debts and liabilities hereby guaranteed and it shall not be obliged to offer or deliver its security before its whole claim has been paid. The Guarantor waives all benefits of discussion and division.

11. All indebtedness and liability, present and future of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the present and future debts and liabilities of the Customer to the Bank. All monies received from the Customer or on behalf by the Guarantor shall be held as in his capacity as agent, mandatory and trustee for the Bank and shall be paid over to the Bank forthwith. This provision will remain in full force and effect, notwithstanding the termination of the guarantee pursuant to the provisions of paragraph 7 in which event it will terminate when the debts and liabilities of the Customer to the Bank covered by the guarantee pursuant to paragraph 7 hereof have been paid in full.

12. This guarantee is in addition to an not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and without prejudice to any other security by whomsoever given held at any time by the Bank and the Bank shall be under no obligation to Marshall in favour of the Guarantor any such security or any of the funds or assets the Bank may be entitled to receive or have claim upon.

13. The Guarantor shall be bound by any account settled between the Bank and the Customer and, if no such account has been so settled any account stated by the Bank shall be accepted by the Guarantor as conclusive evidence of the amount which at the date of the account so stated is due by the Customer to the Bank.

14. The Guarantor shall make payment to the Bank of the amount of his liability forthwith a after demand therefor is made in writing. Such demand shall be deemed to have been effectually made when an envelope containing it addressed to the Guarantor at his last address known to the Bank is deposited postage prepaid in the Post Office. The liabilities of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the debts and liabilities of the Customer to the Bank.

15. This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that this instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition has been complied with. None of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein. The liability of the Guarantor hereunder begins on the date of his signature on this letter of guarantee.

16. This guarantee shall be binding upon the undersigned and any of them, if more that one, jointly and severally between them and with the Customer and also upon the heirs, executors, administrators and successors of the Guarantor and will extend to enure to the benefit of the successors and assigns of the Bank. Each and every provision hereof is severable and should any provision hereof be illegal or not enforceable for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof which shall remain in force and be binding on the parties hereto.

17. The Guarantor acknowledges having read and taken cognizance of the present Letter of Guarantee before signing it and declares that he understands perfectly the terms, conditions and undertakings contained therein.

18. This Letter of Guarantee shall be constructed in accordance with the laws of the Province of ______ Manitoba ______ and the Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Letter of Guarantee may be instituted in the courts of such province, and the Guarantor hereby accepts and irrevocable submits to the jurisdiction of the said courts, and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Bank's right to bring proceedings against the Guarantor elsewhere.

M.J. BRANDON

AS WITNESS the hand and seal of the Guarantor at ~~Winnipeg~~, Manitoba

This 26th day of May, 2011.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

______ (Witness)

______ (Witness)

KELLER HOLDINGS LTD.

Per: ______
Name: Markus Keller
Position: President

(c/s)

Per: ______
Name: Markus Keller
Position: Secretary

I (we) hereby acknowledge that a copy of this Letter of Guarantee was handed over to me (us) on the date hereof.

Signature of Guarantor(s)

KELLER HOLDINGS LTD.

Per: ______
Name: Markus Keller
Position: President

(c/s)

Per: ______
Name: Markus Keller
Position: Secretary

THIS IS EXHIBIT "B" referred to in the Declaration of Markus Keller declared before me, this 26th day of May, 2011.

A NOTARY PUBLIC IN AND FOR PROVINCE OF MANITOBA

KELLER HOLDINGS LTD.

DIRECTORS' RESOLUTION

May 26, 2011

The undersigned, being all of the directors of KELLER HOLDINGS LTD. (the "Corporation"), do hereby, by the signatures of all of them hereinbelow, pass and enact the following resolution:

BE IT RESOLVED:

1. THAT the Corporation do enter into that certain letter loan agreement/offer of financing letter agreement dated May 17, 2011 (the "National Loan Agreement") with National Bank of Canada ("National") and KELLER & SONS FARMING LTD. (the "Borrower"), a copy of the National Loan Agreement being annexed hereto as Schedule "A", pursuant to which National has agreed, subject to the National Loan Agreement, to provide certain financing to the Borrower, and, that the Corporation do provide National with a guarantee covering the payment, fulfillment and performance of the Borrower's from time to time existing obligations owed to National under or by virtue of the National Loan Agreement (the "Guarantee"), and, that the Corporation do also provide National with the securities required to be provided by the Corporation to or for National to secure the Guarantee (the "Securities");

2. THAT:

ILL IN LTERNATIVE IERE ND DELETE UBPARAGRAPH a) IF PPROPRIATE

(a) Any one or more of the directors or officers of the Corporation; or

(b)

be and they are hereby authorized and empowered, for and on behalf of the Corporation, to execute and deliver or to cause to be executed and delivered to or for National, the National Loan Agreement, the Guarantee and the Securities, and, do provide same to or for National, delivery of any of the documentation referred to in this resolution to be conclusively deemed to have occurred by possession of same by National or by its solicitors;

3. THAT any one or more of the officers and directors of the Corporation be and they are hereby authorized and empowered for and on behalf of the Corporation, to execute and deliver or to cause to be executed and delivered, to or for National such one or more further assurances, instruments, documents, assignments, evidences of indebtedness or liability, conveyances, affidavits, statutory declarations, certificates and other items as National or its solicitors may require in connection with the subject matters of this resolution, or as may be required under the National Loan Agreement, and, they and each of them are hereby authorized, for and on behalf of the Corporation, to utilize the Corporation's corporate seal in connection with and upon each and every one of the documentary items or matters authorized by this resolution;

4. THAT the Corporation and the foregoing described officers and directors of the Corporation be, and they are hereby given full and sufficient retroactive power and authority with respect to the subject matters of this resolution, so as to fully and sufficiently validate and authorize all acts contemplated or authorized by this resolution, done, made or effected prior to the effective date hereof; and

5. THAT this resolution may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together constitute but one and the same resolution; any director may execute this resolution by signing any counterpart of it; this resolution may be executed and delivered by one or more of the directors by facsimile or email (.pdf) transmitted signature and all directors agree that the reproduction of signatures by way of facsimile or email (.pdf) device will be treated as though such reproductions were executed originals.

RESOLVED AND PASSED as of the date first above set forth.

This is exhibit 20 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

Amended and Restated Intercreditor Agreement

THIS AGREEMENT is made this 5th day of June, 2014,

AMONG:

ROYAL BANK OF CANADA
("RBC")

AND:

NATIONAL BANK OF CANADA
("NBC")

(RBC and NBC being hereinafter sometimes referred to collectively as the "Lenders" and individually as a "Lender")

AND:

KELLER & SONS FARMING LTD.
(the "Borrower")

AND:

KELLER HOLDINGS LTD.
("Holdings")

WHEREAS pursuant to a certain credit facilities agreement between the Borrower and RBC dated May 3, 2011 (the "Original RBC Loan Agreement"), RBC provided to the Borrower various loans by way of various credit facilities, subject to certain terms and conditions as set out in the Original RBC Loan Agreement (the "Original RBC Debt"), and as security therefor the Borrower and Holdings have provided to RBC, *inter alia*, the "Original RBC Security" (as more particularly described in Schedule "A" to the 2012 Intercreditor Agreement, as defined below);

AND WHEREAS the Original RBC Loan Agreement was amended, restated and replaced pursuant to a certain credit facilities agreement between the Borrower and RBC dated April 11, 2012 (the "2012 RBC Loan Agreement"), and pursuant to the 2012 RBC Loan Agreement, RBC provided to the Borrower various loans by way of various credit facilities (collectively, the "2012 RBC Debt"), subject to certain terms and conditions as set out in the 2012 RBC Loan Agreement (the "2012 RBC Debt"), including, but not limited to, a Royfarm mortgage loan in the original principal sum of $9,100,000 (the "Royfarm Debt") and a non-revolving term loan in the original principal sum of $1,500,000 (the "2012 Additional RBC Debt"), and as security therefor the Borrower and Holdings have provided to RBC, *inter alia*, the Original RBC Security;

AND WHEREAS as part of the Original RBC Security, Holdings has provided a Guarantee and Postponement of Claim of the debts and obligations owing by the Borrower to RBC in the principal amount of $30,000,000.00 (the "RBC Holdings Guarantee");

AND WHEREAS as security for all of the obligations under the Original RBC Loan Agreement as replaced by the 2012 RBC Loan Agreement and the RBC Holdings Guarantee, the Original RBC Security includes an all obligations real property mortgage granted by the Borrower (the "Borrower Mortgage"), an all obligations real property mortgage granted by Holdings (the "Holdings Mortgage" and collectively with the Borrower Mortgage, the "Original Mortgages"), each in the principal sum of $25,000,000.00, registered against all the real property owned by the Borrower and Holdings, respectively (collectively, the "Lands"), together with general assignments of rents and leases executed by the Borrower and Holdings (collectively, the "General Assignments of Rents") and assignments of all contracts with Elk Haven Partnership executed by the Borrower and Holdings (collectively, the "Assignments of Contracts") (the Original Mortgages, the General Assignments of Rents and the Assignments of Contracts collectively, the "Original Pari Passu Security");

AND WHEREAS pursuant to a certain loan agreement between the Borrower and NBC dated May 3, 2011 (the "Original NBC Loan Agreement"), NBC provided to the Borrower a certain term loan, subject to certain terms and conditions as set out in the NBC Loan Agreement (the "Original NBC Debt"), and as security therefor the Borrower and Holdings have provided to NBC, *inter alia*, the "Original NBC Security" (as more particularly described in Schedule "A" to the 2012 Intercreditor Agreement) (the Original RBC Security and the Original NBC Security collectively the "Original Security");

AND WHEREAS the Original NBC Loan Agreement was amended, restated and replaced pursuant to a certain loan agreement between the Borrower and NBC dated April 12, 2012 (the "2012 NBC Loan Agreement"), and pursuant to the 2012 NBC Loan Agreement, NBC provided to the Borrower a certain term loan in the original principal sum of $9,100,000 (the "NBC Mortgage Debt") and a certain demand loan in the principal sum of $1,500,000 (the "NBC Additional Debt"), subject to certain terms and conditions as set out in the 2012 NBC Loan Agreement (the NBC Mortgage Debt and the NBC Additional Debt collectively the "2012 NBC Debt"), and as security therefor the Borrower and Holdings have provided the Original NBC Security;

AND WHEREAS the terms of the 2012 NBC Loan Agreement and the 2012 NBC Debt have been further amended by the loan agreement between the Borrower, NBC and Holdings dated March 22, 2013 and by the forbearance agreement between the Borrower, NBC and Holdings dated June 5, 2014 (the 2012 NBC Debt as so amended, the "NBC Debt");

AND WHEREAS as part of the Original NBC Security, Holdings has provided a Guarantee and Postponement of Claim of the debts and obligations owing by the Borrower to NBC in an unlimited principal amount (the "NBC Holdings Guarantee");

AND WHEREAS as security for all of the obligations under the Original NBC Loan Agreement and the NBC Holdings Guarantee, the NBC Security includes the Original Pari Passu Security;

AND WHEREAS the Original Pari Passu Security was executed by the Borrower and Holdings naming RBC as agent for and on behalf of and for the benefit of RBC and NBC as their respective interests appear pursuant to the terms of the Original RBC Loan Agreement and the Original NBC Loan Agreement but always subject to the terms and conditions of the intercreditor agreement dated 25th day of May, 2011 (the "Original Intercreditor Agreement") among the parties hereto as amended, restated and replaced by the intercreditor agreement dated the 20th day of April, 2012 (the "2012 Intercreditor Agreement") among the parties hereto where the parties set out the various priorities with respect to the assets of the Borrower and Holdings secured by the Original Security;

AND WHEREAS the Borrower has requested certain additional financing from RBC by way of a non-revolving term loan in the principal amount of $3,300,000 (the "Additional Financing");

AND WHEREAS the Borrower and RBC have entered a new credit facilities agreement dated April 25, 2014 (the "RBC Loan Agreement") to include, *inter alia*, the Additional Financing, which amends and restates, without novation, the 2012 RBC Loan Agreement and further provides that any borrowings under the 2012 RBC Debt are borrowings under the RBC Loan Agreement (together with the Additional Financing collectively the "RBC Debt"), and confirms that the RBC Debt is secured by the RBC Security (as defined below);

AND WHEREAS RBC has agreed to provide the Additional Financing subject to, *inter alia*, the following:

(a) the Original Mortgages being amended to increase the principal amount of each Original Mortgage from $25,000,000.00 to $34,000,000.00 (as so amended, the "Mortgages" and the Mortgages, the General Assignment of Rents and the Assignments of Contracts collectively the "Pari Passu Security"); and

(b) the 2012 Intercreditor Agreement being amended, restated and replaced to amend the various priorities with respect to the assets of the Borrower and Holdings secured by the Security (as defined below) and, in particular, to ensure that the Royfarm Debt, the 2012 Additional RBC Debt and the Additional Financing (collectively, the "RBC Pari Passu Debt") are secured by the Pari Passu Security on a *pari passu* basis with the NBC Debt subject to the terms hereof;

AND WHEREAS the Security granted to RBC by the Borrower and Holdings more particularly described in Schedule "A" hereto is referred to as the "RBC Security" and the Security granted to NBC by the Borrower and Holdings more particularly described in Schedule "A" hereto is referred to as the "NBC Security" (the RBC Security and the NBC Security collectively, the "Security");

AND WHEREAS NBC is prepared to consent to the Additional Financing provided by RBC subject to the terms and conditions herein;

AND WHEREAS by the execution of this agreement, the parties hereto acknowledge and agree that the 2012 Intercreditor Agreement (which previously amended, restated and replaced the Original Intercreditor Agreement) is amended and restated as hereinafter set forth, and confirm that this agreement supersedes and replaces the 2012 Intercreditor Agreement (and the Original Intercreditor Agreement) in its entirety;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this agreement, the terms defined in Schedule "A" hereto shall have the meanings attributed to them therein.

ARTICLE 2 – CONSENT AND AUTHORIZATION

2.01 NBC hereby consents to the creation and issue by the Borrower of the RBC Security and to the incurring by the Borrower and Holdings of the RBC Debt secured thereby.

2.02 NBC hereby irrevocably appoints and authorizes RBC to obtain and hold the Pari Passu Security for and on behalf of both RBC and NBC as their respective interests appear pursuant to the terms of the RBC Loan Agreement, the NBC Loan Agreement and this agreement. Without limiting the foregoing, NBC hereby grants to RBC a limited power of attorney, for the purposes of laws applicable to the Pari Passu Security from time to time, to sign documents comprising the Pari Passu Security from time to time (as the party accepting the grant of the Pari Passu Security), and also grants to RBC the right to delegate its authority as attorney to any other person, whether or not an officer or employee of RBC. RBC, the Borrower and Holdings acknowledge and agree that although RBC is or will be named as the mortgagee, secured party or assignee, as the case may be, alone in the Pari Passu Security, the Pari Passu Security secures both the RBC Debt and the NBC Debt, subject always to the terms and conditions of this agreement.

2.03 RBC hereby consents to the creation and issue by the Borrower and Holdings of the NBC Security and to the incurring by the Borrower of the NBC Debt secured thereby.

ARTICLE 3 - PRIORITIES

3.01 Each of RBC, NBC, the Borrower and Holdings covenant and agree as follows:

(i) The Pari Passu Security, to the extent that and for so long as any of the NBC Debt and the RBC Pari Passu Debt are outstanding, shall secure the NBC Debt and the RBC Pari Passu Debt on a *pari passu* basis with respect to the Pari Passu Security only, being for the benefit and security of both Lenders, without any preference or priority to either Lender, based on the amounts owing by the Borrower to RBC under the RBC Pari Passu Debt (including all unpaid principal, interest, costs and any breakage fees or costs on fixed rate loans only) and to NBC under the NBC Debt (including all unpaid principal, interest, costs and any breakage fees or costs on fixed rate loans only) (such amounts owing to RBC and NBC collectively, the "Aggregate Mortgage Debt") subject to the other terms and conditions of this agreement;

(ii) after payment in full of the amounts owed to RBC and NBC set out in paragraph 3.01(i) herein, the Pari Passu Security shall stand as security in favour of RBC for the balance of the RBC Debt;

(iii) save and except for the Pari Passu Security, the NBC Security is otherwise fully and completely subordinated and postponed to the RBC Security.

3.02 Subject to Sections 3.05 and 3.06, to the extent necessary to give effect to the provisions of this agreement each Lender hereby:

(i) postpones and subordinates the Security of such Lender to the Security of the other Lender; and

(ii) confirms and agrees that it holds all its right, title and interest in and to the Security of such Lender and in and to all the property and assets, now or in the future, owned by the Borrower and Holdings arising by virtue of the grants and covenants contained in such Security on behalf of and for the benefit and Security of both Lenders, subject to the terms and conditions of this agreement.

3.03 Subject to Sections 3.05 and 3.06, the covenants and agreements contained herein shall apply in all events and circumstances regardless of:

(a) the date of execution, attachment, registration or perfection of any Security held by either Lender;

(b) the date of any advance or advances made to the Borrower by either Lender;

(c) the date of default by the Borrower or Holdings under any of the Security of either Lender or the dates of crystallization of any floating charges held by either Lender; or

(d) any priority granted by any principle of law or any statute, including, without limitation, The Personal Property Security Act (Manitoba), The Real Property Act (Manitoba) or The Mortgages Act (Manitoba).

3.04 Any proceeds of insurance or expropriation received by the Borrower, Holdings, RBC or NBC in respect of any of the property and assets charged by the Security shall be dealt with as though such proceeds of insurance or expropriation were paid or payable as proceeds of realization of the property and assets for which they compensate.

3.05 If either of the RBC Security (which term, for the purpose of this section 3.05, only includes the Pari Passu Security to the extent same secures the RBC Pari Passu Debt) or the NBC Security (which term, for the purpose of this section 3.05, only includes the Pari Passu Security to the extent same secures the NBC Debt) is found to be unenforceable, invalid, unregistered or unperfected against any party other than a Lender herein (a "Challenging Party") by a court of competent jurisdiction and all appeals from any such finding have been heard and determined or the period for making any such appeal has expired without an appeal being made, the foregoing provisions of Article 3.01(i)-(ii) shall not apply to such Security but only to the extent of the claim of the Challenging Party.

3.06 If either of the RBC Security (which term, for the purpose of this section 3.06, does not include the Pari Passu Security) or the NBC Security (which term, for the purpose of this section 3.06, does not include the Pari Passu Security) is found to be unenforceable, invalid, unregistered or unperfected against a Challenging Party by a court of competent jurisdiction and all appeals from any such finding have been heard and determined or the period for making any such appeal has expired without an appeal being made, the foregoing provisions of Article 3.01(iii) shall not apply to such Security but only to the extent of the claim of the Challenging Party.

3.07 Each Lender shall allow the other, and their agents, access at all reasonable times to any property and assets of the Borrower and Holdings charged by the Security to view the same, and access to, so as to make copies of or extracts from, any books or account and all records, ledgers, reports, documents and other writings relating to such property and assets.

ARTICLE 4 - COVENANTS OF BORROWER AND HOLDINGS

4.01 The Borrower and Holdings hereby confirms to and agrees with the Lenders and the Lenders correspondingly agree with the Borrower, Holdings and each other:

(i) that default under the Security of either Lender shall constitute default under the Security of the other Lender, notwithstanding any provision to the contrary in any Security; and

(ii) that so long as the Borrower and Holdings each remain obligated or indebted to the Lenders, or either of them, each shall hold its property and assets for the Lenders in accordance with their respective interests under this agreement;

(iii) that any amendment or variation of the terms of this agreement by the Lenders shall not require the consent or agreement of the Borrower or Holdings unless the interests of the Borrower or Holdings are directly affected thereby; and

(iv) that the Borrower and Holdings consent to each of the Lenders providing information to each of them and to each other, as contemplated and provided for in Section 13.01 hereof.

ARTICLE 5 - ENFORCEMENT

5.01 Any default under the terms of either the RBC Security or the NBC Security that remains unremedied for two (2) business days shall constitute default under the terms of the other Security. Each Lender shall, upon becoming aware of any default under the terms of its Security that remains unremedied for two (2) business days and prior to making any demand for payment or taking any steps to enforce its Security, notify the other Lender of such default and the intention of such Lender to make demand and enforce its Security (a "Notice"). The Lenders shall meet promptly after the giving by a Lender of a Notice and, in any event, not later than fifteen (15) days after the giving by a Lender of a Notice (the "Notice Period") to discuss and reach agreement as to the procedure to be followed in the realization of the Security, including without limitation, the appointment of a single receiver or receiver-manager to effect such realization.

5.02 If subsequent to the giving by a Lender of a Notice and the expiry of the Notice Period, NBC wishes to enforce the NBC Security but RBC does not wish to enforce the RBC Security, then and in that event RBC must either:

(i) pay out the NBC Debt in full (including any breakage fees or costs on fixed rate loans only); or

(ii) proceed to enforce the RBC Security in accordance with the terms of this agreement,

it being understood that while RBC is proceeding with the enforcement of the RBC Security, NBC shall not take any further steps to enforce on the NBC Security.

5.03 If subsequent to the giving by a Lender of a Notice and the expiry of the Notice Period, RBC wishes to enforce the RBC Security but NBC does not wish to enforce the NBC Security, then and in that event NBC must either:

(i) pay out the RBC Debt in full (including any breakage fees or costs on fixed rate loans only); or

(ii) RBC shall be entitled to proceed to enforce the RBC Security,

it being understood that while RBC is proceeding with the enforcement of the RBC Security, NBC shall not take any steps to enforce on the NBC Security.

5.04 In the event of any enforcement of the Security the provisions of Article 6 shall apply.

ARTICLE 6 – REALIZATION

6.01 It is expressly understood and agreed that if the RBC Security including, without limitation, the Pari Passu Security, is being enforced pursuant to the provisions of this agreement or otherwise, the enforcement shall be carried out by RBC alone, and NBC shall not take any realization steps with respect to the NBC Security. In such an event RBC may take any and all realization actions available to it including, without limitation, appointing a receiver or receiver-manager to realize upon the RBC Security. Notwithstanding the foregoing it is understood and agreed that:

(i) any realization by RBC with respect to the Pari Passu Security shall be for the benefit of both Lenders in accordance with the provisions of this agreement. Without limiting the foregoing, NBC hereby grants to RBC a limited power of attorney, for the purposes of laws applicable to the realization of the Pari Passu Security from time to time, to sign documents comprising the realization of the Pari Passu Security from time to time (as the party accepting the grant of the Pari Passu Security), and also grants to RBC the right to delegate its authority as attorney to any other person, whether or not an officer or employee of RBC; and

(ii) any realization by RBC with respect to the RBC Security other than the Pari Passu Security shall be for the benefit of RBC first and NBC second pursuant to the terms and conditions of this agreement including, without limitation, Article 3.01.

6.02 RBC shall conduct any realization of the RBC Security as any reasonable and commercially prudent lender would do. RBC shall not be liable to NBC for any action taken or omitted to be taken by it or them under or in connection with this agreement including, without limitation, realization under the Pari Passu Security, except for its own gross negligence or wilful misconduct. Upon written request from NBC, NBC shall be entitled to receive reports from RBC or its representatives regarding the status of such realization.

6.03 NBC shall indemnify and save harmless RBC and its officers, directors, employees, solicitors and agents including, but not limited to, any receiver or receiver manager appointed by RBC or otherwise (collectively, the "RBC Realization Group"), to the extent not reimbursed by the Borrower, *pari passu*, according to the terms of this agreement, from any claim or loss (an "Indemnified Loss") suffered by, imposed upon or asserted against the RBC Realization Group as a result of, in respect of, connected with or arising out of this agreement or any action taken or omitted by the RBC Realization Group under this agreement or otherwise, including, without limitation, realization of the Security, provided that NBC shall be not liable for any portion of such loss resulting from the gross negligence or wilful misconduct of the RBC Realization Group. For greater certainty, NBC and RBC shall each be liable for that portion of an Indemnified Loss equal to its proportionate share of the total amount of the NBC Debt plus the RBC Pari Passu Debt provided, however, that NBC shall not be liable for its proportionate share of an Indemnified Loss which is referable to the period, or is otherwise based on events which occur or actions taken by the RBC Realization Group, following permanent repayment of the NBC Debt. Notwithstanding the foregoing provisions of this section 6.03 or any other provision of this Agreement, RBC shall not indemnify or save harmless any third party (including, without limitation, any trustee in bankruptcy of the Borrower or Holdings or any receiver or receiver/manager of the Borrower or Holdings appointed by RBC pursuant to the Security, by a court of competent jurisdiction upon application by RBC or otherwise) without first obtaining the written consent of NBC.

6.04 Neither Lender shall become absolute owner by foreclosure of any of the Lands without the consent of the other Lender.

6.05 All proceeds received by RBC or by any receiver or receiver-manager appointed by RBC shall be applied as follows:

(i) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of a receiver or receiver-manager and the exercise by such receiver or receiver-manager of all or any of its powers including the remuneration of the receiver or receiver-manager and all amounts properly payable by him;

(ii) secondly, in payment of or in reimbursement to RBC of all reasonable costs, charges and expenses incurred in connection with the protection and realization of the RBC Security including any payments made upon claims having priority over the Security;

(iii) thirdly, on account of the indebtedness due to each of the Lenders under the Security, in accordance with the terms of this agreement;

(iv) fourthly, any surplus remaining to the Borrower or to the party next entitled thereto, or if there are competing claims to the knowledge of the Lenders, then payment may be made into Court by way of interpleader.

ARTICLE 7 - AMENDMENTS

7.01 Each of RBC and NBC covenants and agrees with the other that it will not amend any of the terms or conditions of the RBC Loan Agreement or the NBC Loan Agreement, as the case may be, without the consent of the other Lender having been firstly obtained in writing. Notwithstanding the foregoing RBC shall be entitled to, in its sole discretion:

(i) advance further loans to the Borrower, other than further advances under the RBC Pari Passu Debt, under terms and conditions acceptable to RBC, provided that such further loans do not exceed the principal sum of $1,000,000.00.

All such further loans shall be subject to, and enjoy the priorities set out in, the terms of this agreement.

7.02 Each of the Lenders hereby agree, and the Borrower and Holdings acknowledge, that any monies received by the Borrower and Holdings from the AgriStability program in 2014 shall be retained as working capital by the Borrower and Holdings.

7.03 Each of the Lenders hereby agree, and the Borrower and Holdings acknowledge, that the RBC Debt and the NBC Debt shall be interest only from the date hereof until October 31, 2014.

ARTICLE 8 - ACCELERATED PAYMENTS

8.01 If, at any time after the Aggregate Mortgage Debt has been advanced to the full principal amounts thereof, either of the Lenders receives notice from the Borrower of the Borrower's intention to make any prepayment or accelerated payment of any part of the Aggregate Mortgage Debt permitted by its agreements with the Lenders, then such Lender shall promptly notify the other Lender of such intended prepayment or accelerated payment with the principal amount outstanding of the Aggregate Mortgage Debt from the Borrower to such Lender, and the other Lender shall confirm the principal amount outstanding of the Aggregate Mortgage Debt from the Borrower to it. If either Lender declines to accept its *pari passu* share of such prepayment or accelerated payment the other Lender shall be entitled to receive the entire amount of such prepayment or accelerated payment.

ARTICLE 9 - OTHER SECURITY

9.01 In addition to the Pari Passu Security, the parties acknowledge that the Lenders have obtained the Security and other security for their loans. The Security and any other security that may hereafter be obtained by either Lender are expressly subject to the terms of this agreement.

ARTICLE 10 - SALE OR ASSIGNMENT

10.01 If either Lender wishes to sell or assign its Security and shall have received a bona fide offer from a third party to purchase its Security which it is prepared to accept, then it shall first offer to sell its Security to the other Lender for a period of fifteen (15) days, at the price and on the same terms and conditions as contained in the bona fide third party offer. If the offer is accepted by the other Lender within such fifteen (15) day period, then the sale and assignment of such Security to the other Lender shall be completed in accordance with the terms and conditions contained in the offer. If the offer is not accepted by the other Lender within such fifteen (15) day period, then the Lender receiving the offer from the third party may complete the sale to such third party in accordance with the terms and conditions of the offer.

10.02 Neither Lender shall sell or assign any of the RBC Security or the NBC Security without obtaining from the purchaser or assignee an agreement to be bound by the provisions of this agreement in form satisfactory to the other Lender.

ARTICLE 11 - NOTICE

11.01 Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed and delivered by the pre-paid registered mail or sent by facsimile transmission to the parties hereto as follows:

(i) as to the Borrower:

PO Box 760
Carberry, Manitoba
R0K 0H0
Attention: Markus Keller
Facsimile No.: (204) 763-4625

(ii) as to Holdings:

PO Box 760
Carberry, Manitoba
R0K 0H0
Attention: Markus Keller
Facsimile No.: (204) 763-4625

(iii) as to RBC:

740 Rosser Avenue
Brandon, Manitoba
R7A 0K9
Attention: Russ Schutte   Facsimile No.: (204) 726-3103

(iv) as to NBC:

Ground Floor, 200 Waterfront Drive
Winnipeg, Manitoba
R3B 3P1
Attention: Jeff Ransom
Facsimile No.: (204) 944-0979

or to such other address as the parties may from time to time by notice in writing direct. Notice, if by facsimile shall be deemed to be received the next business day following transmission thereof, and if by mail, shall be deemed to be received three (3) business days after the date of mailing, unless there exists at the time of mailing or within three days of mailing a labour dispute which would preclude the delivery of the mail, in which case notice shall only be deemed to have been received if actually delivered.

ARTICLE 12 - ARBITRATION

12.01 If the Lenders are unable to agree on any matter intended to be governed by this Agreement then, upon written notice to the other, either Lender may demand that the matter be submitted to arbitration. In such event each Lender shall nominate one person within seven (7) days of the said notice and the arbitrators so chosen shall agree on an additional arbitrator. If the appointment of the additional arbitrator cannot be agreed upon within fourteen (14) days of the said notice either party to the dispute can refer the matter to a Judge to appoint such an arbitrator. The arbitration shall be carried out in accordance with the terms and conditions contained in The Arbitration Act (Manitoba), as amended from time to time.

ARTICLE 13 - GENERAL

13.01 From time to time upon request therefor the Lenders shall advise each other of the particulars of the indebtedness and liability of the Borrower to each of them and the particulars of the Security held by each of them respectively. Without limiting the generality of the foregoing, each Lender shall forward a copy of any renewed credit agreement with the Borrower to the other Lender within five (5) business days of execution of such renewed credit agreement. It is hereby acknowledged and agreed RBC has delivered an executed copy of the RBC Loan Agreement to NBC and NBC has delivered an executed copy of the NBC Loan Agreement to RBC.

13.02 The Lenders, the Borrower and Holdings shall do, perform execute and deliver all acts, deeds and documents as may be necessary from time to time to give full force and effect to the intent of this Agreement.

13.03 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.

13.04 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall be governed in all respects by the laws of the province of Manitoba.

13.05 This Agreement shall continue in full force and effect until the date on which it is terminated by the mutual consent of the Lenders.

13.06 The preamble shall form an integral part hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or have affixed their corporate seals duly attested by the hand(s) of their proper officer(s) in that behalf, on the day and year first above written.

ROYAL BANK OF CANADA

Per: R. S. [signature]

I have authority to bind RBC. Russ Schutte

NATIONAL BANK OF CANADA

Per: ______________________________

I have authority to NBC.

KELLER & SONS FARMING LTD.

Per: [signature]

I have authority to bind the Borrower.

KELLER HOLDINGS LTD.

Per: [signature]

I have authority to bind Holdings.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals or have affixed their corporate seals duly attested by the hand(s) of their proper officer(s) in that behalf, on the day and year first above written.

ROYAL BANK OF CANADA

Per:______________________________________

I have authority to bind RBC.

NATIONAL BANK OF CANADA

Per: ______________________________________

I have authority to NBC.

Jeff Ransom
Account Manager

KELLER & SONS FARMING LTD.

Per:______________________________________

I have authority to bind the Borrower.

KELLER HOLDINGS LTD.

Per:______________________________________

I have authority to bind Holdings.

SCHEDULE "A"

"RBC Security" means any all security taken by RBC to secure all outstanding borrowings to the Borrower, now or in the future, including, without limitation:

(a) General Security Agreement from the Borrower;
(b) Section 427 Bank Act Security from the Borrower;
(c) The Pari Passu Security;
(d) Guarantee and Postponement of Claim from Holdings limited to the principal sum of $30,000,000.00;
(e) General Security Agreement from Holdings;
(f) Assignment of Crop Insurance;
(g) Bailee Agreement allowing access to the Borrower's inventory.

"NBC Security" means any all security taken by NBC to secure all outstanding borrowings to the Borrower, now or in the future, including, without limitation:

(a) General Security Agreement from the Borrower;
(b) Inventory Security Agreement from the Borrower;
(c) Section 427 Bank Act Security from the Borrower;
(d) The Pari Passu Security;
(e) Unlimited Guarantee and Postponement of Claim from Holdings
(f) General Security Agreement from Holdings.