This is exhibit 21 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

FARM LEASE

THIS LEASE made in duplicate this 1 day of May 2015.

AMONG:

KELLER & SONS FARMING LTD., and
KELLER HOLDINGS LTD.
Hereinafter called the Lessors
of the First Part.

- and -

SHILO FARMS LTD.
Hereinafter called the Lessee
of the Second Part.

WITNESSETH THAT for and in consideration of the rents, covenants and covenants and conditions herein reserved and contained, the said Lessors hereby demise and lease to the Lessee all those lands and premises identified on Schedule "A" (hereafter referred to as the "Lands") and which shall include all granaries, potato storage, bins, sheds, garages, barns and similar buildings (excepting only the houses on the Lands which houses are not included in this Lease).

Together with all ways, passages, water, water sources, privileges, advantages and appurtenances to the said lands and premises appertaining.

*** Amended Date [initials]

MAY 2015

TO HAVE and to hold to the said Lessee for the term of one (1) year commencing on the 1st day of ~~April~~, 2015 and ending on the 31st day of March, 2016 (save and except for the use of the granaries and potato storage hereunder which right shall subsist to the benefit of the Lessee until July 31, 2016. In addition to the Lease of the lands and buildings, Keller & Sons Farming Ltd., one of the Lessors, also agrees to Lease to the Lessee all those pieces of machinery and equipment as listed on Schedule "B" attached hereto (the "Equipment") on terms and conditions hereinafter set forth.

1. RENT

1.1 The Rent payable pursuant to this Lease by the Lessee to the Lessors for the Lands, the potato storage, and the equipment shall be the annual sum of $750,000.00 plus GST allocated as follows:

a)	Lands	$450,000.00
b)	Potato Storage	$150,000.00
c)	Equipment	$150,000.00

The annual rent shall be payable as follows:

a) 50% upon execution of this Agreement; and
b) the balance on the 1st day of October, 2015.

1.2 The Lessors, amongst themselves, shall be responsible for allocating the Rent to themselves as various owners of the Lands as they may in their sole discretion allocate. All such rent shall be payable to Keller & Sons Farms Ltd. ("Keller") on behalf of the Lessors and it shall be the responsibility of the Lessors to make such allocations amongst themselves for Rent payable for the Lands as they deem appropriate. All Rent shall be paid without any deduction or abatement on any account whatsoever. All rent paid to Keller shall be considered fully paid to the Lessors as required herein.

2. GOODS AND SERVICES TAX/RETAIL SALES TAX

2.1 The Lessors hereby confirm that each is a Goods and Services Tax ("GST") registrants and therefore the Lessee shall pay applicable GST on each and every lease payment to the Lessors where GST is required by law to be paid. The Lessors hereby undertake to remit the said tax collected to the Receiver General for Canada in a timely fashion.

3. EXPIRY OF THE TERM

3.1 Upon the expiration of this Lease, the Lessee shall peaceable and quietly leave, surrender and yield up to the Lessors the Lands with all fall tillage and cultivation completed either following the harvest in the fall immediately preceding the expiration hereof, or in the spring next following.

4. USE OF LAND AND EQUIPMENT

** See amendment below

4.1 The Lessee shall carry on the business of farming, and shall conduct no other business whatsoever upon the Lands unless the Lessors shall have first consented in writing thereto. The equipment is to be used only on the Lands referred to herein unless prior written consent of Keller & Sons Farming Ltd. to use of that equipment on other land is obtained.

5. TREATMENT OF LANDS AND MAINTENANCE OF EQUIPMENT

5.1 The Lessee shall throughout the said term cultivate, till, fertilize, employ and crop the Lands in a good and husbandlike manner and shall use his best and earnest endeavors whether through cultivation or application of herbicides or any combination thereof to keep the Lands free of noxious weeds.

AMENDMENT 4.1

Equipment is to be used on the lands referred to as Shilo Farms land and/or Keller & Sons Farming Ltd., land.

MK   KS

Initial   Initial

5.2 Subject to paragraph 5.1 hereof, and subject to any other provision hereof to the contrary, all decisions regarding the farming techniques and practices to be utilized, employed, performed or practiced in respect to the Lands shall be made by the Lessee in consultation with the Lessor on a regular basis. Without restricting the generality of the foregoing, the said decisions shall include those relating to the agricultural use to which the Lands or any part thereof shall be put, the selection of crops and crop rotation, the methods of cultivation and tillage, and the selection and application of fertilizers, pesticides, and herbicides and any other agricultural chemicals.

5.3 The Lessee shall preserve the Lands from waste, damage and destruction and, without restricting the generality of the foregoing, shall preserve all trees and timber upon the Lands and shall not cut, destroy or harvest or permit to be cut, destroyed or harvested the said trees and timber except as may be consented to in writing by the Lessors.

5.4 The Lessee shall maintain all Equipment in good working order, properly maintained, lubricated and repaired as required by all manuals and warranties of such equipment. Upon expiry of this Lease, the Lessee agrees to return possession of the equipment in good working order, reasonable wear and tear only excepted. Any damage to the equipment caused during the term of this Lease shall be repaired at the cost of the Lessee.

6 PEACEFUL ENJOYMENT

6.1 The Lessee on paying the Rent as herein provided and performing the covenants herein contained, shall have the right to peaceful and quiet possession and enjoyment of the Lands during the term hereof, without molestation, hindrance or disturbance by the Lessors or any person claiming through him or them.

7. NON-ASSIGNMENT

*** See amendment below

7.1 The Lessee shall not at any time during the term hereof assign, transfer or sublet the Lands hereby demised nor shall the Lessee assign or transfer this Lease without the prior written consent of the Lessors which consent may be unreasonably withheld. The Lessors shall not assign this Lease to any party at arm's length with the Lessors but the Lessors may assign their interests to each other or to a related party who is not at arm's length. Notwithstanding the foregoing, the Lessor consents to the Lessee subletting all or any portion of the cereal grain acreage forming part of the Lands.

AMENDMENT 7.1

Keller & Sons Farming Ltd., allows Shilo Farms to make any and all subleases necessary.

NG
initial

MQ
initial

8. EVENTS OF DEFAULT, ACCELERATED RENT AND TERMINATION FOR SPECIFIC EVENTS

8.1 Any of the following constitutes an Event of Default under this Lease:

a) any Rent due is not paid within fifteen (15) days from its due date;

b) the Lessee has breached any of its obligations (other than the payment of Rent) in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 8.1, after notice in writing from the Lessors to the Lessee:

   i) the Lessee fails to remedy such breach within fifteen (15) days (or such shorter period as may be provided in this Lease); or

   ii) if such breach cannot reasonably be remedied within fifteen (15) days (or such shorter period), the Lessee fails to commence to remedy such breach within fifteen (15) days of such breach, or thereafter fails to proceed diligently to remedy such breach;

c) the Lessee becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Lessee's existence or the liquidation of its assets;

d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Lessee;

e) the Lessee makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Lessors;

f) this Lease or any of the Lessee's assets are taken under a writ of execution and such writ is not strayed or vacated within fifteen (15) days after the date of such taking;

g) the Lessee makes an assignment or sublease, other than in compliance with the provisions of this Lease; nothwithstanding the foregoing, the Parties acknowledge that the Lessee will sublet the cereal grain acreage forming part of the Land which subletting shall not constitute an Event of Default;

h) the Lessee abandons or attempts to abandon the Lands, or the Lands become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Lessors (non-occupancy of the Land during winter months will not constitute a breach provided reasonable visits and supervision at least sufficient to comply with all insurance requirements are undertaken by Lessee);

i) any insurance policy covering any part of the Lands is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Lessee or any person for whom it is legally responsible.

8.2 If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Lessors shall have the following rights and remedies, which are cumulative and not alternative:

a) to terminate this Lease by notice to the Lessee or to re-enter the Lands and repossess them and, in either case, enjoy them as of its former estate, and to remove all personas and property from the Lands and store such property at the expense and risk of the Lessee or sell or dispose of such property in such manner as the Lessors sees fit without notice to the Lessee. If the Lessors enters the Lands without notice to the Lessee as to whether it is terminating this Lease under section 8.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Lessors notifies the Lessee that it has elected to terminate this Lease. No entry by the Lessors during the Term shall have the effect of terminating this Lease without notice to that effect to the Lessee;

b) to enter the Lands as agent of the Lessee to do any or all of the following: (i) relet the Lands to whatever length and on such terms as the Lessors, in its discretion, may determine, and to receive the Rent therefore; (ii) take possession of any property of the Lessee n the Lands, store such property at the expense and risk of the Lessee, and sell or otherwise dispose of such property in such manner as the Lessors sees fit without notice to the Lessee; (iii) make alterations to the Lands to facilitate their reletting; and (iv) apply the proceeds of any such sale or reletting first, to the payment of any expense incurred by the Lessors with respect to any such reletting or sale, second, to the payment of any indebtedness of the Lessee to the Lessors other than Rent as it becomes due and payable, provided that the Lessee shall remain liable for any deficiency to the Lessors;

c) to remedy or attempt to remedy any default of the Lessee under this Lease for the account of the Lessee and to enter upon the Lands for such purposes. No notice of the Lessors' intention to remedy or attempt to remedy such default need be given to the Lessee unless expressly required by this Lease, and the Lessors shall not be liable to the Lessee for any loss, injury or damages caused by acts of the Lessors in remedying or attempting to remedy such default. The Lessee shall pay to the Lessors all expenses incurred by the Lessors in connection therewith;

d) to recover from the Lessee all damages, costs and expenses incurred by the Lessors as a result of any default by the Lessee including, if the Lessors terminates this Lease, any deficiency between those amounts which would have been payable by the Lessee for the portion of the Term following such termination and the net amounts actually received by the Lessors during such period of time with respect to the Lands; and

e) to recover from the Lessee on termination as a result of an Event of Default, the full amount of Rent (applicable to Land), due and owing on a prorated per month basis, together with the next three (3) months' Rent calculated by dividing the annual Rent by four all of which shall immediately become due and payable as accelerated Rent.

8.3 Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Lessee on the Lands at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Lessee waives any such exemption. If the Lessors makes any claim against the goods and chattels of the Lessee by way of distress, this provision may be pleaded as an estoppel against the Lessee in any action brought to test the right of the Lessors to levy such distress.

8.4 The Lessee shall pay to the Lessors all damages, costs and expenses (including, without limitation, all legal fees on a solicitor-and-client basis) incurred by the Lessors in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Lease under this Lease, or in respect of which the Lessee has agreed to insure or to indemnify the Lessors.

8.5 Notwithstanding any other provision of this Lease, the Lessors may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Lessee, either by an provision of this Lease, by statue or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other additional rights and remedies available to the Lessors by statute or common law.

9. DEFAULT PROVISIONS, COSTS AND INTEREST

9.1 Lessee shall pay to Lessors interest at the rate of eighteen (18%) percent per annum upon all Rent and any other sums due to the Lessors not paid timely as required to be paid hereunder from the due date for payment thereof until the same is fully paid and satisfied. Lessee shall indemnify Lessors against all costs and charges (including legal fees on a solicitor-client basis) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Lands after default of Lessee or upon expiration or earlier termination of the Term of this Lease, or in enforcing any covenant, proviso or agreement of Lessee herein contained.

9.2 All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee, at Lessee's sole cost and expense, and without any abatement of Rent. If Lessee shall fail to perform any act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof from Lessors. Lessors may (but shall not be obligated so to do) perform such act without waiving or releasing Lessee from any of its obligations relative thereto. All sums paid or costs incurred by Lessors in so performing such acts under Article 9.2, together with all interest thereon at the rate set out in Article 9.1 from the date each such payment was made or each such costs incurred by Lessors shall be payable by Lessee to Lessors on demand and shall constitute Rent

10. LESSORS RIGHTS TO ENTER LANDS

10.1 Each Lessor shall have the right during the term of the Lease, at all reasonable times, to enter upon the Land and view the state and condition of the Land and for such purposes shall have the cooperation of the Lessee to allow access to all Lands on reasonable request, and to give the Lessee notice to maintain and repair the said Lands according to the tenor hereof.

11 ENUREMENT

11.1 This Lease shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

12. LESSORS' RIGHTS

12.1 Lessors may charge its interest in the Lands, including any interest acquired by it under this Lease, to a mortgagee or trustee under a mortgage, deed of trust, debenture or other similar document, and in any such case the Lessee shall, within thirty (30) days of its request so to do, execute and deliver a postponement assurance that such mortgagor trustee will enter an agreement not to disturb the Lessee's interest hereunder so long as the Lessee does not default in or fail to perform any of its obligations hereunder.

13. LIABILITY AND INDEMNITY

13.1 Lessee shall indemnify and hold harmless the Lessors together with its successors, assigns, officers, agents and employees and representatives (collectively called the "Representatives") from and against any and all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by the Lessors or which it may sustain, pay or incur, as a result of or in connection with the performance, purported performance or non-performance of any covenant or obligation of the Lessee hereunder or of the said work hereunder by the Lessee or its subcontractors or of the use and occupation of the Lands for the purposes contemplated in this Lease, and whether the same result from or in connection with the use by Lessee or its subcontractors of any machinery, tools or equipment belonging to Lessors, or from or in connection with the negligence or willful acts or omissions of the Representatives while acting under the direction or control of Lessee or its subcontractors, but excluding any such actions, proceedings, claims, demands, loss, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of the Representatives while not acting under the direction or control of the Lessee or its subcontractors.

14 EXCLUSIONS

14.1 Lessors shall not be liable or responsible in any way for:

a) any personal or consequential injury of any nature whatsoever that may be suffered or sustained by Lessee or any employee, agent, invitee, licensee, contractor or customer of Lessee or any other person whom may be in or upon the Lands or any other part of the Lands; or
b) any loss or damage whatsoever of or to any property belonging to Lessee or to its employees or to any other person while such property is in or on the Lands or any other part of the Lands; or
c) any loss, damage or injury, whether direct or indirect, to persons or property or loss of income or revenue resulting from any failure, howsoever caused, in the supply of the utilities, services or facilities provided or to be provided or repairs made to or to be made to the Lands or any other part of the Lands under any of the provisions of this Lease or otherwise; or
d) any loss, damage or injury, whether direct or indirect, to persons or property of any nature whatsoever that may be suffered or sustained by Lessee or any employee, agent, invitee, licensee, contractor or customer of Lessee or any other person who may be in or upon any part of the Lands for the purpose of any work on the Lands or for any other reason, excepting only to the extent that any such loss, damage or injury shall be caused by the negligence of the Lessors.

15. REAL PROPERTY TAXES

15.1 All real property taxes applicable to the Lands are to be paid by the Lessors and the Lessee is not responsible for same.

16. RIGHTS OF EASEMENT FOR RESTRICTED PURPOSES

16.1 If at the termination of this Lease by effluxion of time on March 31, 2016 the Lessee still requires the granaries and potato bins for the storage of the prior year's crops, the Lessee shall be entitled to use of all potato storage until up to the 31st day of July, 2016. The Lessee shall have all reasonable access to the potato storage for unloading and moving its stored potatoes and may enter upon that portion of the Lands where the public or private roadways necessary to do so. Notwithstanding the term of the Lease will have expired, the Lessee will be responsible during such period of use for any damages caused to the Lands or the potato storage by the Lessee, or the granaries or bins by the Lessee or its agents or employees and Lessee shall promptly make good all necessary and reasonable repairs in accordance with the provisions of this Lease. Further

Lessee will use all reasonable efforts not to interfere with or inhibit the operations of Lessors while so doing.

17. COUNTERPARTS AND FACSIMILE SIGNATURES

17.1 This Lease may be executed in counterparts, or by facsimile or electronic signatures and same shall be binding and effective as original signatures.

IN WITNESS WHEREOF the Lessor has executed these presents, this 1st day of May, 2015 and the Lessee has executed these presents, this 1st day of May, 2015.

KELLER & SONS FARMING LTD

Per: ____________________
President

KELLER HOLDINGS LTD

Per: ____________________
President

SHILO FARMS LTD

Per: ____________________
President

BETWEEN:

KELLER & SONS FARMING LTD. and
KELLER HOLDINGS LTD.

Herein called the Lessors

- and -

SHILO FARMS LTD.

Herein called the Lessee

FARM LEASE

COM/tb Matter # 146653

MEIGHEN HADDAD LLP
Barristers and Solicitors.
110 - 11th Street,
Brandon, Manitoba, R7A 4J4

ATT: Mr. C. O. Meighen, Q.C
Phone: 1-204-727-8461
Fax: 1-204-726-1948

3:33 PM

12/08/15

Accrual Basis

Keller and Sons Farming Limited
Vendor Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Mark Chequing						
Bill	09/04/2015	6012 ...	PO#9704 Shi...	09/04/2015	243.81	243.81
Bill	27/04/2015	6012 ...	PO#9616 Shilo	27/04/2015	73.72	73.72
Bill	30/04/2015	6012 ...	PO#9045-paul	30/04/2015	42.00	42.00
Bill	24/06/2015	52	Action Vac & ...	24/06/2015	252.00	252.00
Bill	03/07/2015	53	CNH Capital	03/07/2015	87.00	87.00
Bill	07/07/2015	54	Atom Jet	07/07/2015	789.35	789.35
Bill	10/07/2015	55	Westrans	10/07/2015	4,061.79	4,061.79
Bill	10/07/2015	56	Gem Services	10/07/2015	3,150.00	3,150.00
Bill	10/07/2015	58	Canadian Linen	10/07/2015	1,160.40	1,160.40
Bill	15/07/2015	59	Nickel Electric	15/07/2015	6,453.62	6,453.62
Bill	15/07/2015	60	DDW custom ...	15/07/2015	3,913.98	3,913.98
Bill	17/07/2015	debit	mpic	17/07/2015	1,382.00	1,382.00
Bill	22/07/2015	854553	mpic	22/07/2015	252.00	252.00
Bill	22/07/2015	62	centec chequ...	22/07/2015	3,171.58	3,171.58
Bill	23/07/2015	50243...	account 32-0...	23/07/2015	745.00	745.00
Bill	28/07/2015	366712	Princess Auto...	28/07/2015	145.75	145.75
Total Mark Chequing					25,924.00	25,924.00
TOTAL					25,924.00	25,924.00

Keller and Sons Farming Limited

Vendor Open Balance

All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Mark TD Visa						
Bill	10/06/2015	IN136...	K.K. Penner Ti...	10/06/2015	1,380.26	1,380.26
Bill	10/06/2015	IN136...	K.K. Tire Cent...	10/06/2015	118.60	118.60
Bill	10/06/2015	56588	Luke's Town ...	10/06/2015	164.11	164.11
Bill	12/06/2015	55100...	Canadian Line...	12/06/2015	922.48	922.48
Bill	16/06/2015	04591...	MTS Account...	16/06/2015	916.47	916.47
Bill	16/06/2015	55100...	Canadian Line...	16/06/2015	352.30	352.30
Bill	17/06/2015	9-251...	Maxim Intern...	17/06/2015	9.83	9.83
Bill	19/06/2015	355182	Christie's Of...	19/06/2015	463.96	463.96
Bill	19/06/2015	RN196...	Westwad Ford	19/06/2015	1,291.83	1,291.83
Bill	22/06/2015	02898...	MTS Account...	22/06/2015	3,001.95	3,001.95
Bill	22/06/2015	6869	po 7894-fran...	22/06/2015	88.14	88.14
Bill	23/06/2015	046673	Manitoba Jus...	23/06/2015	296.25	296.25
Bill	23/06/2015		NETSET CO...	23/06/2015	351.35	351.35
Bill	24/06/2015		UPS	24/06/2015	48.00	48.00
Bill	03/07/2015	14592	Enterprise Re...	03/07/2015	263.09	263.09
Bill	03/07/2015	E86656	Piston Ring (...	03/07/2015	43.80	43.80
Bill	03/07/2015	494718	Murray Chev ...	03/07/2015	2,825.27	2,825.27
Bill	03/07/2015	032307	Intuit	03/07/2015	97.01	97.01
Bill	07/07/2015	047857	Lovegreen (S...	07/07/2015	418.45	418.45
Bill	09/07/2015	01C92...	Impark Parki...	09/07/2015	60.00	60.00
Bill	13/07/2015	20766...	ULINE	13/07/2015	191.44	191.44
Bill	13/07/2015	10122...	MTS Account...	13/07/2015	206.72	206.72
Bill	13/07/2015		Permit	13/07/2015	45.00	45.00
Bill	13/07/2015		Livingston	13/07/2015	474.11	474.11
Bill	13/07/2015		KellerFord	13/07/2015	204.75	204.75
Bill	13/07/2015		US Customs	13/07/2015	345.00	345.00
Bill	13/07/2015		Diamond Wat...	13/07/2015	370.00	370.00
Bill	20/07/2015	474816	KellerFord	20/07/2015	543.58	543.58
Bill	20/07/2015	35082	enterprise	20/07/2015	406.60	406.60
Credit	21/07/2015	474859	Keller Ford		-102.87	-102.87
Bill	21/07/2015	60103	Reliant Actio...	21/07/2015	400.87	400.87
Bill	22/07/2015	visa	maxim	22/07/2015	597.63	597.63
Bill	22/07/2015	1580-...	SOBKOW(EB...	22/07/2015	10.45	10.45
Bill	26/07/2015	470486	prncess auto	26/07/2015	384.19	384.19
Bill	31/07/2015	158074	Prairie commu...	31/07/2015	3.76	3.76
Bill	31/07/2015	158156	Prairie commu...	31/07/2015	103.65	103.65
Credit	06/08/2015	21138...	Uline		-152.55	-152.55
Bill	06/08/2015	6919	po 7899 Fran...	06/08/2015	194.36	194.36
Bill	06/08/2015	7089	po 7612 morn...	06/08/2015	93.45	93.45
Bill	06/08/2015	7451	po 9661-Rene...	06/08/2015	18.98	18.98
Bill	06/08/2015	7484	PO 9661-Mor...	06/08/2015	54.36	54.36
Bill	06/08/2015	7348	Morning Star ...	06/08/2015	38.42	38.42
Bill	07/08/2015	498225	Murray Chev ...	07/08/2015	215.44	215.44
Bill	07/08/2015	21144...	Uline	07/08/2015	186.10	186.10
Bill	11/08/2015	495726	Murrays	11/08/2015	3,911.23	3,911.23
Bill	11/08/2015	511644	Murrays	11/08/2015	29.01	29.01
Bill	11/08/2015	498251	Murrays	11/08/2015	746.01	746.01

Keller and Sons Farming Limited
Vendor Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Total Mark TD Visa					22,632.84	22,632.84
TOTAL					22,632.84	22,632.84

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12/08/15
Accrual Basis

Keller and Sons Farming Limited
Vendor Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Mark's BMO Mastercard						
Bill	17/07/2015	58020	Shilo Automo...	17/07/2015	70.00	70.00
Bill	29/07/2015	083255	Guild Insuran...	29/07/2015	480.00	480.00
Bill	07/08/2015	04078s	greyhound	07/08/2015	20.79	20.79
Bill	10/08/2015	15756...	Tim Hortons	10/08/2015	75.63	75.63
Total Mark's BMO Mastercard					646.42	646.42
TOTAL					646.42	646.42

This is exhibit 22 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

FillmoreRiley

J. MICHAEL J. DOW
Direct Tel (204) 957-8319
Direct Fax (204) 954-0319
mdow@fillmoreriley.com

LEGAL ASSISTANT
Debbie Buckingham
Tel (204) 956-2970 ext. 219
dbuckingham@fillmoreriley.com

July 17, 2015

Our File Number: 180007-785/JMD
FRDOCS_5131764.2

STRICTLY PERSONAL AND CONFIDENTIAL

DELIVERED

Keller & Sons Farming Ltd.
Box 760
Carberry MB R0K 0H0

Attention: Markus Keller, President

Dear Sirs:

Re: **Royal Bank of Canada (the "Bank") and**
Keller & Sons Farming Ltd. (the "Borrower")

We act on behalf of the Bank in respect to the above noted matter.

We are advised by the Bank that the Borrower is indebted to it pursuant to various loans in the aggregate sum of $15,901,643.17 as at July 16, 2015 together with interest accruing thereafter at $2,640.71 per diem as follows:

1.	Demand Loan	$2,616,214.48
2.	Royfarm Mortgage	$4,150,441.75
3.	Royfarm Mortgage	$4,313,091.59
4.	Retail Non-Personal Term Loan	$33,368.08
5.	Term Loan	$4,231,504.86
6.	Term Loan	$525,989.55
7.	VISA	$31,032.86
	Total	$15,901,643.17

We are instructed to and do hereby demand from the Borrower the said sum of $15,901,643.17 as at July 16, 2015 plus interest aforesaid and all professional and legal costs (on a solicitor and client basis) incurred by the Bank to date of payment.

Should you fail to pay the said sum plus interest and all professional and legal costs aforesaid, the Bank shall be at liberty to take all remedies available to it, including but not limited to realization of its security.

We enclose herewith Notice of Intent to Realize on Security pursuant to section 21 of the *Farm Debt Mediation Act* (Canada).

Kindly govern yourself accordingly.

Yours truly,

FILLMORE RILEY LLP

Per:

J. MICHAEL J. DOW

JMD/dlb
Encl.

Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada

Farm Debt Mediation Service | Service de médiation en matière d'endettement agricole

NOTICE OF INTENT TO REALIZE ON SECURITY

PRÉAVIS DE RÉALISATION DE SÛRETÉ

As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of:
Conformément à l'article 21 de la Loi sur la médiation en matière d'endettement agricole, vous êtes, par la présente, avisé qu'il est dans l'intention de: ROYAL BANK OF CANADA
(name of creditor / nom du créancier)

To realize on security given against the assets of:
De réaliser sur la sûreté contre les biens de: KELLER & SONS FARMING LTD.
(name of farmer / nom de l'agriculteur(trice))

of / domicilié au: Box 760, Carberry MB R0K 0H0
(address / adresse)

The security being:
La sûreté qui est:

See attached Schedule "A"
(type(s) of security / genre(s) de sûreté)

on / sur

All real property and all personal property, assets and undertaking of the farmer of whatsoever nature and kind and wheresoever situate.
(asset(s) / bien(s))

and you are hereby notified of your right to make application under Section 5 of the Farm Debt Mediation Act for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action provided you are eligible and:

a) unable to meet your obligations as they generally become due; or

b) have ceased paying your current obligations in the ordinary course of business as they generally become due; or

c) the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

Any application must be received by an administrator within 15 business days of receipt of this notice, failing which a secured creditor may take action to realize on the security.

You may apply for a stay of proceedings by making an application to the Farm Debt Mediation Act administrator at:

et vous êtes, par la présente, avisé de votre droit de déposer une demande d'examen en vertu de l'article 5 de la Loi sur la médiation en matière d'endettement agricole pour un examen de votre situation financière, médiation entre vous et vos créanciers, et d'obtenir une suspension de toutes procédures, à condition que vous soyez admissible à faire la demande et:

a) qu'il vous soit impossible d'acquitter vos obligations au fur et à mesure de leur échéance; ou

b) que vous ayez cessé d'acquitter vos obligations courantes dans le cours ordinaire de vos affaires au fur et à mesure de leur échéance; ou

c) que la totalité de vos biens ne soit pas suffisante, d'après une juste estimation, ou ne suffirait pas, s'il en était disposé lors d'une vente régulièrement effectuée par autorité de justice pour permettre l'acquittement de toutes vos obligations échues et à échoir.

Toute demande doit être déposée devant l'administrateur(trice) dans les 15 jours ouvrables suivant la réception de cet avis, faute de quoi un créancier garanti peut prendre des mesures afin de réaliser une sûreté.

Il vous est possible de demander une suspension de cette action en déposant une demande à l'administrateur de la Loi sur la médiation en matière d'endettement agricole à:

401 – 1800 Hamilton Street
Regina, SK
S4P 4K7
(866) 452-5556 or (306) 780-5544
Fax: (306) 780-7353

Dated this / Daté ce 17 day of / jour de July 2015 at / à Winnipeg, Manitoba

J. MICHAEL J. DOW, Solicitor and Agent for Royal Bank of Canada
Signature of Secured Creditor or authorized representative
Signature du créancier garanti ou du représentant autorisé

204-957-8319
Creditor Phone Number
Numéro de téléphone du créancier

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the Farm Debt Mediation Act for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the Privacy Act and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the Access to Information Act.

Les renseignements que vous fournissez dans le présent document sont recueillis par Agriculture et Agroalimentaire Canada en vertu de la Loi sur la médiation en matière d'endettement agricole afin de faciliter la conclusion d'arrangements financiers entre les agriculteurs(trices) et leurs créanciers. Les renseignements personnels seront protégés en vertu de la Loi sur la protection des renseignements personnels et seront versés au Fichier de renseignements personnels AAC-PPU-227. Les renseignements peuvent être accessibles ou protégés selon ce que prescrit la Loi sur l'accès à l'information.

AAFC / AAC4805 (07/11)

Copy: / Copie: 1 Farmer / Agriculteur(trice) 2 Administrator / Administrateur 3 Creditor / Créancier

Canada

SCHEDULE "A"

to

Notice of Intent to Realize under Section 21 of the *Farm Debt Mediation Act* (Canada)

against the assets of

Keller & Sons Farming Ltd.

1. General Security Agreement dated May 25, 2011
2. General Assignment of Leases and Rents dated May 25, 2011
3. Specific Assignment of Contracts dated May 25, 2011
4. Real Property Mortgage No 1159694/4 dated May 25, 2011 as amended thereafter
5. Real Property Mortgage No. 1289048/2 dated May 25, 2011 as amended thereafter
6. Real Property Mortgage No. 1291925/2 dated July 13, 2011 as amended thereafter
7. Agreement as to Loans and Advances and Section 427 *Bank Act* security dated May 25, 2011
8. Bailee Agreement dated on or about May 25, 2011

FillmoreRiley

J. MICHAEL J. DOW
Direct Tel (204) 957-8319
Direct Fax (204) 954-0319
mdow@fillmoreriley.com

LEGAL ASSISTANT
Debbie Buckingham
Tel (204) 956-2970 ext. 219
dbuckingham@fillmoreriley.com

July 17, 2015

Our File Number: 180007-785/JMD
FRDOCS_5132922.2

STRICTLY PERSONAL AND CONFIDENTIAL

DELIVERED

Keller Holdings Ltd.
Box 760
Carberry MB R0K 0H0

Attention: Markus Keller, President

Dear Sirs:

Re: Royal Bank of Canada (the "Bank") and
Keller Holdings Ltd. (the "Guarantor")

We act on behalf of the Bank in respect of the above noted matter.

By virtue of the following the Guarantor jointly and severally guaranteed on demand 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. to the Bank:

1. Guarantee and Postponement of Claim dated on or about May 25, 2011 limited to the sum of $30,000,000.00 together with interest from the date of demand at the prime rate of interest of the Bank in effect from time to time ("Prime") plus 5.00% per annum.

By letter of even date herein, the Bank demanded its loans from Keller & Sons Farming Ltd., a copy of which is attached hereto.

Accordingly, we are instructed to and do hereby demand from the Guarantor the amount of $15,901,643.17 as at July 16, 2015 together with interest accruing thereafter to date of payment at Prime plus 5.00% and all professional and legal costs (on a solicitor and client basis) incurred by the Bank.

Should the Guarantor fail to pay the said sum plus interest and all professional and legal costs aforesaid, the Bank shall be at liberty to take whatever remedies are available to it including but not limited to realization of its security.

We enclose herewith Notice of Intent to Realize on Security pursuant to section 21 of the *Farm Debt Mediation Act* (Canada)

Kindly govern yourself accordingly.

Yours truly,

FILLMORE RILEY LLP

Per:

J. MICHAEL J. DOW

JMD/dlb
Encl.

Agriculture and Agri-Food Canada
Agriculture et Agroalimentaire Canada
Farm Debt Mediation Service
Service de médiation en matière d'endettement agricole

NOTICE OF INTENT TO REALIZE ON SECURITY

PRÉAVIS DE RÉALISATION DE SÛRETÉ

As required under Section 21 of the Farm Debt Mediation Act, you are hereby notified that it is the intent of:
Conformément à l'article 21 de la Loi sur la médiation en matière d'endettement agricole, vous êtes, par la présente, avisé qu'il est dans l'intention de: ROYAL BANK OF CANADA
(name of creditor / nom du créancier)

To realize on security given against the assets of:
De réaliser sur la sûreté contre les biens de: KELLER HOLDINGS LTD.
(name of farmer / nom de l'agriculteur(trice))

of
domicilié au: Box 760, Carberry MB R0K 0H0
(address / adresse)

The security being:
La sûreté qui est:
General Security Agreement dated May 25,2011
General Assignment of Leases and Rents dated May 25, 2011
Real Property Mortgage No. 1159697/4 dated May 25, 2011
Real Property Mortgage No. 1289056/2 dated May 25, 2011
(type(s) of security / genre(s) de sûreté)

on / sur

All real property and all personal property, assets and undertaking of the farmer of whatsoever nature and kind and wheresoever situate.
(asset(s) / bien(s))

and you are hereby notified of your right to make application under Section 5 of the Farm Debt Mediation Act for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action provided you are eligible and:

a) unable to meet your obligations as they generally become due; or

b) have ceased paying your current obligations in the ordinary course of business as they generally become due; or

c) the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

Any application must be received by an administrator within 15 business days of receipt of this notice, failing which a secured creditor may take action to realize on the security.

You may apply for a stay of proceedings by making an application to the Farm Debt Mediation Act administrator at:

et vous êtes, par la présente, avisé de votre droit de déposer une demande d'examen en vertu de l'article 5 de la Loi sur la médiation en matière d'endettement agricole pour un examen de votre situation financière, médiation entre vous et vos créanciers, et d'obtenir une suspension de toutes procédures, à condition que vous soyez admissible à faire la demande et:

a) qu'il vous soit impossible d'acquitter vos obligations au fur et à mesure de leur échéance; ou

b) que vous ayez cessé d'acquitter vos obligations courantes dans le cours ordinaire de vos affaires au fur et à mesure de leur échéance; ou

c) que la totalité de vos biens ne soit pas suffisante, d'après une juste estimation, ou ne suffirait pas, s'il en était disposé lors d'une vente régulièrement effectuée par autorité de justice pour permettre l'acquittement de toutes vos obligations échues et à échoir.

Toute demande doit être déposée devant l'administrateur(trice) dans les 15 jours ouvrables suivant la réception de cet avis, faute de quoi un créancier garanti peut prendre des mesures afin de réaliser une sûreté.

Il vous est possible de demander une suspension de cette action en déposant une demande à l'administrateur de la Loi sur la médiation en matière d'endettement agricole à:

401 – 1800 Hamilton Street
Regina, SK
S4P 4K7
(866) 452-5556 or (306) 780-5544
Fax: (306) 780-7353

Dated this / Daté ce 17 day of / jour de July 2015 at / à Winnipeg, Manitoba

J. MICHAEL J. DOW, Solicitor and Agent for Royal Bank of Canada
Signature of Secured Creditor or authorized representative
Signature du créancier garanti ou du représentant autorisé

204-957-8319
Creditor Phone Number
Numéro de téléphone du créancier

This is exhibit 23 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

TGF
Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Grant B. Moffat
T: 416-304-0599
E: gmoffat@tgf.ca
File No. 200-490

July 22, 2015

PERSONAL & CONFIDENTIAL

VIA REGULAR AND REGISTERED MAIL

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

Attention: Mark Keller, President

Dear Sir:

Re: Indebtedness of Keller & Sons Farming Ltd. (the "Company") to National Bank of Canada (the "Bank")

We are the lawyers for the Bank in connection with the above-captioned matter.

We refer to the credit facility made available by the Bank to the Company pursuant to the offer of financing dated March 22, 2013, as amended from time to time (the "**Offer of Financing**") listed in the attached Schedule "A" (the "**Credit Facility**") and to the Company's indebtedness to the Bank in the amount of $8,407,703.91 with respect to such Credit Facility as at July 21, 2015 (the "**Indebtedness**").

The Company is in default of its obligations to the Bank under the Credit Facility and the Indebtedness to the Bank thereunder is immediately due and payable.

On behalf of the Bank, we hereby demand payment from the Company of the said amount of $8,407,703.91 in respect of the Indebtedness as at July 21, 2015, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate. As at today's date, interest is accruing in the amount of $1,499.78 per day.

We confirm that no further credit is available under the Credit Facility.

We enclose herewith a Notice of Intent to Realize on Security pursuant to section 21 of the *Farm Debt Mediation Act* (Canada).

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you

Yours very truly,

Thornton Grout Finnigan LLP

Grant B. Moffat
GBM/af

cc: Keller Holdings Ltd. (Guarantor)

SCHEDULE "A"

Indebtedness of Keller & Sons Farming Ltd.
to National Bank of Canada
as at July 21, 2015

Facility	Principal Balance	Accrued Interest and Charges	Legal and Agent Fees	Total	Per Diem Interest
Term Loan	$8,170,417.94	$179,283.50	$58,002.47	**$8,407,703.91**	$1,499.78[1]

E. & O. E.

[1] Interest accrues at the rate of the Bank's Prime Rate plus 4.0% per annum. As at July 21, 2015 the Bank's Prime Rate was 2.70%.

Agriculture and Agri-Food Canada — Agriculture et Agroalimentaire Canada

Farm Debt Mediation Service — Service de médiation en matière d'endettement agricole

PROTECTED B

NOTICE OF INTENT TO REALIZE ON SECURITY

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor: National Bank of Canada

Family name of farmer	Given name of farmer
Keller & Sons Farming Ltd.	

Farmer's address

Unit/Suite/Apt.	Street number	Number suffix	Street name	Street type

Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
	760	Carberry	MB	R0K 0H0

The security being (type(s) of security)	on (asset(s))
See Schedule "A"	All real and personal property, assets and
	undertaking of the farmer of whatsoever nature
	and kind and wheresoever situate.

Dated this 22nd day of July 2015 at Toronto, Ontario

National Bank of Canada

Print creditor's name

Signature of secured creditor or authorized representative

416 304-0599

Creditor's phone number and ext.

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

a) currently engaged in farming for commercial purposes; and

b) insolvent, meaning that you are:
- unable to meet your obligations as they generally become due; or
- have ceased paying your current obligations in the ordinary course of business as they generally become due; or
- the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement.

Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
1-866-452-5556

Schedule "A"

To the Notice of Intent to Realize under Section 21 of the *Farm Debt Mediation Act* (Canada)

Against the assets of

Keller & Sons Farming Ltd.

1. General Security Agreement dated May 26, 2011
2. Inventory and Receivables Security Agreement dated May 26, 2011
3. Agreement as to Loans and Advances and Section 427 *Bank Act* (Canada) security
4. General Assignment of Leases and Rents dated May 25, 2011
5. Specific Assignment of Contracts dated May 25, 2011
6. Real Property Mortgage No. 1159694/4 dated May 25, 2011, as amended
7. Real Property Mortgage No. 1289048/2 dated May 25, 2011, as amended
8. Real Property Mortgage No. 1291925/2 dated July 13, 2011, as amended

TGF
Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Grant B. Moffat
T: 416-304-0599
E: gmoffat@tgf.ca
File No. 200-490

July 22, 2015

PERSONAL & CONFIDENTIAL

VIA REGULAR AND REGISTERED MAIL

Keller Holdings Ltd.
P.O. Box 760
Carberry, MB
R0K 0H0

Attention: Mark Keller, President

Dear Sir:

Re: Your Guarantee of the Indebtedness of Keller & Sons Farming Ltd. (the "Company") to National Bank of Canada (the "Bank")

We are the lawyers for the Bank in connection with the above-captioned matter.

We refer to the credit facility made available by the Bank to the Company pursuant to the offer of financing dated March 22, 2013, as amended from time to time (the "**Offer of Financing**") listed in the attached Schedule "**A**" (the "**Credit Facility**") and to the Company's indebtedness to the Bank in the amount of $8,407,703.91 with respect to such Credit Facility as at July 21, 2015 (the "**Indebtedness**"). By letter dated July 22, 2015, the Bank demanded payment from the Company of all amounts owing under the Credit Facility.

We also refer to your unlimited guarantee of the obligations of the Company to the Bank dated May 26, 2011 (the "**Guarantee**"). Your obligations pursuant to the Guarantee are payable upon demand.

On behalf of the Bank, we hereby demand payment from you of the said amount of $8,407,703.91 under the Guarantee as at July 21, 2015, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate. As at today's date, interest is accruing in the amount of $1,499.78 per day.

We enclose herewith a Notice of Intent to Realize on Security pursuant to section 21 of the *Farm Debt Mediation Act* (Canada).

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you

Yours very truly,

Thornton Grout Finnigan LLP

Grant B. Moffat
GBM/af

SCHEDULE "A"

Indebtedness of Keller & Sons Farming Ltd.
to National Bank of Canada
as at July 21, 2015

Facility	Principal Balance	Accrued Interest and Charges	Legal and Agent Fees	Total	Per Diem Interest
Term Loan	$8,170,417.94	$179,283.50	$58,002.47	**$8,407,703.91**	$1,499.78[1]

E. & O. E.

[1] Interest accrues at the rate of the Bank's Prime Rate plus 4.0% per annum. As at July 21, 2015 the Bank's Prime Rate was 2.70%.

Agriculture and Agri-Food Canada
Farm Debt Mediation Service

Agriculture et Agroalimentaire Canada
Service de médiation en matière d'endettement agricole

PROTECTED B

NOTICE OF INTENT TO REALIZE ON SECURITY

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
National Bank of Canada

Family name of farmer	Given name of farmer
Keller Holdings Ltd.	

Farmer's address

Unit/Suite/Apt.	Street number	Number suffix	Street name		Street type
Street direction	**PO Box or Route Number**		**Municipality (City, Town, etc.)**	**Province**	**Postal code**
	760		Carberry	MB	R0K 0H0

The security being (type(s) of security)	on (asset(s))
General Security Agreement	All real and personal property, assets and
General Assignment of Leases and Rents	undertaking of the farmer of whatsoever nature
Real Property Mortgage No. 1159697/4, May 25/11	and kind and wheresoever situate.
Real Property Mortgage No. 1289056/2, May 25/11	

Dated this 22nd day of July 2015 at Toronto, Ontario

National Bank of Canada
Print creditor's name

Signature of secured creditor or authorized representative

416 304-0599
Creditor's phone number and ext.

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

a) currently engaged in farming for commercial purposes; and

b) insolvent, meaning that you are:
- unable to meet your obligations as they generally become due; or
- have ceased paying your current obligations in the ordinary course of business as they generally become due; or
- the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement.

Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
1-866-452-5556

This is exhibit 24 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985 Ch. B-3 and amendments thereto)

TO: Keller & Sons Farming Ltd., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All real and personal property, assets and undertaking of the insolvent person of whatsoever nature and kind and wheresoever situate including, but not limited to, the real property identified by Certificates of Title Nos. 1564309/4, 2358095/4, 1829782/4, 1905772/4 and 1905774/4 in the Morden Land Titles Office and Certificates of Title Nos. 1478927/2, 1563655/2, 1563709/2, 2356180/2, 1478929/2, 1563660/2, 1761155/2, 2389504/2, 1478934/2, 1563662/2, 1761158/2, 2531513/2, 1478935/2, 1563668/2, 2355218/2, 2531512/2, 2757936/2, 2757937/2, 2757938/2, 2757939/2, 2757940/2, 2757941/2 and 2730198/2 in the Brandon Land Titles Office.

2. The security that is to be enforced is in the form of:

(a) General Security Agreement dated May 25, 2011;
(b) General Assignment of Leases and Rents dated May 25, 2011;
(c) Specific Assignment of Contracts dated May 25, 2011;
(d) Real Property Mortgage No. 1159694/4 dated May 25, 2011 as amended thereafter;
(e) Real Property Mortgage No. 1289048/2 dated May 25, 2011 as amended thereafter;
(f) Real Property Mortgage No. 1291925/2 dated May 25, 2011 as amended thereafter;
(g) Real Property Mortgage No. 1159697/4 dated May 25, 2011 as amended thereafter (in the name of Keller Holdings Ltd.);
(h) Real Property Mortgage No. 1289056/2 dated May 25, 2011 as amended thereafter (in the name of Keller Holdings Ltd.);
(i) Agreement as to Loans and Advances and Section 427 *Bank Act* security dated May 25, 2011; and
(j) Bailee Agreement dated on or about May 25, 2011.

3. The total amount of the indebtedness secured by the security is $15,901,643.17 as at July 16, 2015 together with interest accruing thereafter at $2,640.71 per diem, plus all professional and legal costs on a solicitor and client basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at the City of Winnipeg, in the Province of Manitoba, this 11 day of August, 2015.

ROYAL BANK OF CANADA
By its Solicitor and Agent

Fillmore Riley LLP

Per: Michael N
J. Michael J. Dow

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985 Ch. B-3 and amendments thereto)

TO: Keller Holdings Ltd., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   All real and personal property, assets and undertaking of the insolvent person of whatsoever nature and kind and wheresoever situate including, but not limited to, the real property identified by Certificates of Title Nos. 2153770/4 and 2153771/4 in the Morden Land Titles Office and Certificates of Title Nos. 2129314/2, 2129317/2, 2129319/2, 2129320/2, 2129321/2, 2129322/2, 2129323/2, 2129372/2, 2233557/2, 2741108/2 and 2300332/2 in the Brandon Land Titles Office.

2. The security that is to be enforced is in the form of:

   (a) General Security Agreement dated May 25, 2011;
   (b) General Assignment of Leases and Rents dated May 25, 2011;
   (c) Real Property Mortgage No. 1159697/4 dated May 25, 2011 as amended thereafter;
   (d) Real Property Mortgage No. 1289056/2 dated May 25, 2011 as amended thereafter.

3. The total amount of the indebtedness secured by the security is $15,901,643.17 as at July 16, 2015 together with interest accruing thereafter at the prime rate of interest of the Royal Bank of Canada in effect from time to time ("Prime") plus 5.00% per annum, plus all professional and legal costs on a solicitor and client basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at the City of Winnipeg, in the Province of Manitoba, this 11 day of August, 2015.

ROYAL BANK OF CANADA
By its Solicitor and Agent

Fillmore Riley LLP

Per: Michael +
J. Michael J. Dow

FRDOCS_5193572.3

This is exhibit 25 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

CONSENT TO IMMEDIATE ENFORCEMENT

Keller & Sons Farming Ltd. hereby consents to the immediate enforcement by ROYAL BANK OF CANADA of the security described in the Notice of Intention to Enforce Security dated August 11, 2015, previously served upon it pursuant to s. 244(1) of the Bankruptcy and Insolvency Act, a copy of which is attached hereto.

DATED at Carberry, Manitoba, this 15 day of September, 2015.

KELLER & SONS FARMING LTD.

Per: ____________________

Markus Keller, ~~President~~
Authorized Signatory

FRDOCS_5284720.1

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985 Ch. B-3 and amendments thereto)

TO: Keller & Sons Farming Ltd., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of the insolvent person described below:

> All real and personal property, assets and undertaking of the insolvent person of whatsoever nature and kind and wheresoever situate including, but not limited to, the real property identified by Certificates of Title Nos. 1564309/4, 2358095/4, 1829782/4, 1905772/4 and 1905774/4 in the Morden Land Titles Office and Certificates of Title Nos. 1478927/2, 1563655/2, 1563709/2, 2356180/2, 1478929/2, 1563660/2, 1761155/2, 2389504/2, 1478934/2, 1563662/2, 1761158/2, 2531513/2, 1478935/2, 1563668/2, 2355218/2, 2531512/2, 2757936/2, 2757937/2, 2757938/2, 2757939/2, 2757940/2, 2757941/2 and 2730198/2 in the Brandon Land Titles Office.

2. The security that is to be enforced is in the form of:

    (a) General Security Agreement dated May 25, 2011;
    (b) General Assignment of Leases and Rents dated May 25, 2011;
    (c) Specific Assignment of Contracts dated May 25, 2011;
    (d) Real Property Mortgage No. 1159694/4 dated May 25, 2011 as amended thereafter;
    (e) Real Property Mortgage No. 1289048/2 dated May 25, 2011 as amended thereafter;
    (f) Real Property Mortgage No. 1291925/2 dated May 25, 2011 as amended thereafter;
    (g) Real Property Mortgage No. 1159697/4 dated May 25, 2011 as amended thereafter (in the name of Keller Holdings Ltd.);
    (h) Real Property Mortgage No. 1289056/2 dated May 25, 2011 as amended thereafter (in the name of Keller Holdings Ltd.);
    (i) Agreement as to Loans and Advances and Section 427 *Bank Act* security dated May 25, 2011; and
    (j) Bailee Agreement dated on or about May 25, 2011.

3. The total amount of the indebtedness secured by the security is $15,901,643.17 as at July 16, 2015 together with interest accruing thereafter at $2,640.71 per diem, plus all professional and legal costs on a solicitor and client basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at the City of Winnipeg, in the Province of Manitoba, this 11 day of August, 2015.

ROYAL BANK OF CANADA
By its Solicitor and Agent

Fillmore Riley LLP

Per: Michael D

J. Michael J. Dow

CONSENT TO IMMEDIATE ENFORCEMENT

Keller Holdings Ltd. hereby consents to the immediate enforcement by ROYAL BANK OF CANADA of the security described in the Notice of Intention to Enforce Security dated August 11, 2015, previously served upon it pursuant to s. 244(1) of the Bankruptcy and Insolvency Act, a copy of which is attached hereto.

DATED at Carberry, Manitoba, this 15 day of September, 2015.

KELLER HOLDINGS LTD.

Per: ______________________

Markus Keller, President
Authorized Signatory

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985 Ch. B-3 and amendments thereto)

TO: Keller Holdings Ltd., an insolvent person

TAKE NOTICE THAT:

1. Royal Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All real and personal property, assets and undertaking of the insolvent person of whatsoever nature and kind and wheresoever situate including, but not limited to, the real property identified by Certificates of Title Nos. 2153770/4 and 2153771/4 in the Morden Land Titles Office and Certificates of Title Nos. 2129314/2, 2129317/2, 2129319/2, 2129320/2, 2129321/2, 2129322/2, 2129323/2, 2129372/2, 2233557/2, 2741108/2 and 2300332/2 in the Brandon Land Titles Office.

2. The security that is to be enforced is in the form of:

(a) General Security Agreement dated May 25, 2011;
(b) General Assignment of Leases and Rents dated May 25, 2011;
(c) Real Property Mortgage No. 1159697/4 dated May 25, 2011 as amended thereafter;
(d) Real Property Mortgage No. 1289056/2 dated May 25, 2011 as amended thereafter.

3. The total amount of the indebtedness secured by the security is $15,901,643.17 as at July 16, 2015 together with interest accruing thereafter at the prime rate of interest of the Royal Bank of Canada in effect from time to time ("Prime") plus 5.00% per annum, plus all professional and legal costs on a solicitor and client basis.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

Dated at the City of Winnipeg, in the Province of Manitoba, this 11 day of August, 2015.

ROYAL BANK OF CANADA
By its Solicitor and Agent

Fillmore Riley LLP

Per: Michael +
J. Michael J. Dow

FRDOCS_5193572.3

This is exhibit 26 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

NOTICE OF INTENTION TO ENFORCE SECURITY PURSUANT TO SECTION 244 OF THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)

TO: KELLER & SONS FARMING LTD.

Take notice that:

1. National Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of Keller & Sons Farming Ltd. (the "Company") described below:

   (a) all real and personal property, assets and undertaking of the Company of whatsoever nature and kind and wheresoever situate.

2. The security that is to be enforced is in the form of:

   (a) General Security Agreement dated May 26, 2011;

   (b) Inventory and Receivables Security Agreement dated May 26, 2011;

   (c) Agreement as to Loans and Advances and Section 427 *Bank Act* (Canada) security;

   (d) General Assignment of Leases and Rents dated May 25, 2011;

   (e) Specific Assignment of Contracts dated May 25, 2011, as amended;

   (f) Real Property Mortgage No. 1159694/4 dated May 25, 2011, as amended;

   (g) Real Property Mortgage No. 1289048/2 dated May 25, 2011, as amended; and

   (h) Real Property Mortgage No. 1291925/2 dated July 13, 2011, as amended.

3. The total amount of the indebtedness secured by the security is CDN$8,454,992.86 as at August 13, 2015 plus interest accruing thereafter and all costs and fees incurred by or charged to the Bank, including all agent and legal fees and disbursements, up to and including the date of payment. Interest accrues on the indebtedness at a rate that varies with the Bank's Prime Rate, subject to fluctuations in the principal amount of the indebtedness from time to time.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Company consents to an earlier enforcement.

Dated at Toronto this 17th day of August, 2015.

NATIONAL BANK OF CANADA
by its solicitors herein,

Thornton Grout Finnigan LLP

Per: ______________________
Asim Iqbal

CONSENT

TO: **NATIONAL BANK OF CANADA (the "Bank")**

FROM: **KELLER & SONS FARMING LTD. (the "Company")**

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held by the Bank from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of its security and the exercise of the other remedies of the Bank against the Company.

DATED at this day of , 2015.

KELLER & SONS FARMING LTD.

Per: ______________________________ c/s
Name:
Title:

(I have authority to bind the Corporation)

NOTICE OF INTENTION TO ENFORCE SECURITY PURSUANT TO SECTION 244 OF THE *BANKRUPTCY AND INSOLVENCY ACT* (CANADA)

TO: KELLER HOLDINGS LTD.

Take notice that:

1. National Bank of Canada (the "Bank"), a secured creditor, intends to enforce its security on the property of Keller Holdings Ltd. (the "Guarantor") described below:

   (a) all real and personal property, assets and undertaking of the Guarantor of whatsoever nature and kind and wheresoever situate.

2. The security that is to be enforced is in the form of:

   (a) General Assignment of Leases and Rents;

   (b) Real Property Mortgage No. 1159697/4, May 25, 2011; and

   (c) Real Property Mortgage No. 1289056/2, May 25, 2011.

3. The total amount of the indebtedness secured by the security is CDN$8,454,992.86 as at August 13, 2015 plus interest accruing thereafter and all costs and fees incurred by or charged to the Bank, including all agent and legal fees and disbursements, up to and including the date of payment. Interest accrues on the indebtedness at a rate that varies with the Bank's Prime Rate, subject to fluctuations in the principal amount of the indebtedness from time to time.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Guarantor consents to an earlier enforcement.

Dated at Toronto this 17th day of August, 2015.

NATIONAL BANK OF CANADA
by its solicitors herein,

Thornton Grout Finnigan LLP

Per: ______________________
Asim Iqbal

CONSENT

TO: **NATIONAL BANK OF CANADA (the "Bank")**

FROM: **KELLER HOLDINGS LTD. (the "Guarantor")**

The Guarantor acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Guarantor hereby consents to the immediate enforcement by the Bank of the security held by the Bank from the Guarantor, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of its security and the exercise of the other remedies of the Bank against the Guarantor.

DATED at this day of , 2015.

KELLER HOLDINGS LTD.

Per: ______________________________ c/s
Name:
Title:

(I have authority to bind the Corporation)

This is exhibit 27 referred to in the
Affidavit of Gary Ivany
Sworn October 2, 2015.

A Notary Public in and for the
Province of Ontario.

File No. CI 15-01-97929

THE QUEEN'S BENCH
Winnipeg Centre

IN THE MATTER OF:
"The Family Farm Protection Act", Chapter F15, C.C.S.M.

AND IN THE MATTER OF:

An Application for Leave under Section 9 thereof to commence or continue certain actions or proceedings to realize or otherwise enforce a right, title or interest in farmland under Section 8 thereof.

DANS LE CADRE DE:
la ***Loi sur la protection des exploitations agricoles familiales, C.P.L.M., c F15.***

AU SUJET:

d'une demande d'autorisation, présentée en applicaiton de l'article 9 de la Loi, pour introduire ou poursuivre une action ou une instance en réalisation de droit, de titre ou d'intérêt relatif à des terres agricoles, conformément à larticle 8.

BETWEEN:

ROYAL BANK OF CANADA,

applicant,

- and -

KELLER & SONS FARMING LTD. and KELLER HOLDINGS LTD.

respondents.

Certified copy of

ORDER

FILLMORE RILEY LLP
Barristers, Solicitors and Trade-Mark Agents
1700 Commodity Exchange Tower
360 Main Street
Winnipeg, Manitoba
R3C 3Z3

Telephone: 204-957-8319
Facsimile: 204-954-0319
J. MICHAEL J. DOW/DAVID J. KROFT
File No. 180007-785/JMJD

File No. CI 15-01-97929

THE QUEEN'S BENCH
Winnipeg Centre

THE HONOURABLE	)	
	)	Friday, the 2nd day of October, 2015.
MR. JUSTICE TOEWS	)	

BETWEEN:

ROYAL BANK OF CANADA,

applicant,

- and -

KELLER & SONS FARMING LTD. and KELLER HOLDINGS LTD.

Certified copy of

respondents.

ORDER

THIS MOTION made by the applicant for leave under s. 9 of the *Family Farm Protection Act* (Manitoba) was heard this day at the Law Courts Buildings, Broadway and Kennedy Street, Winnipeg, Manitoba.

ON READING the notice of hearing filed herein and the affidavit of Gary Ivany, sworn September 30, 2015, the consent of the respondents dated September 21, 2015, filed herein and the consent of the respondents endorsed on this Order and on hearing counsel for the applicant and the respondent.

THIS COURT ORDERS THAT:

1. The time for service of the within Notice of Hearing is hereby abridged and that this motion is properly returnable before this Honourable Court.

2. Leave be and is hereby granted to the applicant to commence or continue any and all actions available to the applicant at law or in equity pursuant to all security (including, but not limited to, the Real Property Mortgages listed on Schedule "A" hereto) held by the applicant (on its own behalf and as agent for National Bank of Canada) against the respondents, including without limiting the generality of the foregoing, the appointment of a receiver and manager.

October 2, 2015

J.

DEPUTY REGISTRAR

CONSENTED TO AS TO FORM AND CONTENT:

AIKINS, MACAULAY & THORVALDSON LLP
Per:
G. Bruce Taylor
Aikins, MacAulay & Thorvaldson LLP
30th Floor, 360 Main Street
Winnipeg MB R3C 4G1
Solicitors for the respondents