

File No. CI 12-01-79231

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

IN THE MATTER OF: The Companies' Creditors
Arrangement Act, R.S.C. 1985, c. C-
36, as Amended

AND IN THE MATTER OF: A Plan of Compromise or Arrangement
of The Puratone Corporation, Pembina
Valley Pigs Ltd. and Niverville Swine
Breeders Ltd. (the "Applicants")

Application under: The Companies' Creditors Arrangements Act,
R.S.C. 1985, c. C-36, as Amended

**SUPPLEMENTARY AFFIDAVIT
OF LARRY SVEINBJORN JOHNSON
SWORN THE 16TH DAY OF NOVEMBER, 2012
DATE OF HEARING: FRIDAY, NOVEMBER 16, 2012 AT
2:00 P.M.**

TAYLOR McCAFFREY LLP
Barristers and Solicitors
9th Floor - 400 St. Mary Avenue
Winnipeg, Manitoba, R3C 4K5

David R.M. Jackson/Sam Gabor
(204) 988-0375/(204) 988-0346
Fax – (204)957-0945
Client File No. 15611-250 DJAC

THE QUEEN'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: The Companies' Creditors
 Arrangement Act, R.S.C. 1985, c. C-
 36, as Amended

AND IN THE MATTER OF: A Plan of Compromise or Arrangement
 of The Puratone Corporation, Pembina
 Valley Pigs Ltd. and Niverville Swine
 Breeders Ltd. (the "Applicants")

SUPPLEMENTARY AFFIDAVIT OF

LARRY SVEINBJORN JOHNSON

I, LARRY SVEINBJORN JOHNSON, of the Rural
Municipality of East St. Paul, in the Province of Manitoba,
Chartered Accountant,

MAKE OATH AND SAY THAT:

1. I am the Chief Financial Officer of The Puratone Corporation ("TPC"), Pembina Valley Pigs Ltd. ("PVP") and the Niverville Swine Breeders Ltd. ("NSB") the Applicants of the

proceedings herein (hereinafter collectively referred to as the "**Applicants**") and as such I have personal knowledge of the following facts and matters hereinafter deposed to by me except where stated to be based upon information and belief and in those I do verily believe to be true.

2. On November 14, 2012, I caused to be sworn an affidavit dealing with these proceedings and I make this affidavit supplementary thereto.

3. Attached hereto and marked as **Exhibit "15"** is a true copy of a letter dated November 15, 2012, from TPC addressed to 5074401 Manitoba Inc. ("5074401") and acknowledged by 5074401.

4. Attached hereto and marked as **Exhibit "16"** is a true copy of a letter dated November 15, 2012, from TPC addressed to Steve's Livestock Transport (Blumenort) Ltd. ("Steve's Livestock") and acknowledged by Steve's Livestock.

5. Attached hereto and marked as **Exhibit "17"** is a true copy of a letter dated November 15, 2012, from TPC addressed to Bruce Bond and Murray Bond (the "Bonds") and acknowledged by the Bonds.


6. Attached hereto and marked as **Exhibit "18"** is a true copy of a letter dated November 15, 2012, from TPC addressed to Jacob Kasdorf, Jason Kasdorf and Judy Kasdorf (the "Kasdorfs") and acknowledged by the Kasdorfs.

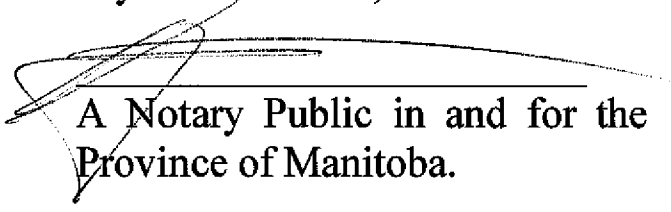
7. Attached hereto and marked as **Exhibit "19"** are true copies of letters dated November 16, 2012, from TPC addressed to 3898220 Manitoba Ltd. ("3898220"), Bond Hog Ventures Ltd. ("Bond Hog"), Heritage Hogs Limited ("Heritage") and Paradigm Farms Ltd. ("Paradigm") and acknowledged by 3898220, Bond Hog, Heritage and Paradigm.

8. I make this Affidavit *bona fide* and in support of the Applicants' motion to:

- (a) authorize the transfer of the Applicants' shares and limited partnership units in the Partially Owned Subsidiaries to the Purchaser; and
- (b) assign the Applicants' interests in the Assumed Contracts between the Applicants, the Partially Owned Subsidiaries and their shareholders/unit holders to the Purchaser.

SWORN BEFORE ME at the)
City of Winnipeg, in the)
Province of Manitoba, this 16th)
day of November, 2012.)


LARRY SVEINBJORN
JOHNSON


A Notary Public in and for the
Province of Manitoba.



November 15, 2012

CONFIDENTIAL

5074401 Manitoba Inc.
1350, PR 200
St. Germain South, Manitoba
R5A 1E1

Dear Sir:

HORIZON LIVESTOCK & POULTRY SUPPLY LTD. TERM SHEET

This is Exhibit " 15 " referred to in the
Affidavit of Larry Sveinbjorn Johnson
annexed hereto sworn/affirmed before me this 16th
day of November 2012

A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA

We refer to the agreement entered into by The Puratone Corporation ("Puratone"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. and Maple Leaf Foods Inc. ("Maple Leaf") on November 1, 2012 in connection with an asset sale transaction (the "Transaction") wherein Puratone agreed, among other things, to transfer all of its right and title to its interests in Horizon Livestock & Poultry Supply Ltd. ("Horizon") including Puratone's shares in Horizon and its right, title and interest in and to the term sheet between Puratone, and 5074401 Manitoba Inc. (as successor to Sheridan, Heuser, Provis Inc.) dated December 12, 2005 (the "Term Sheet"), to Maple Leaf effective as of the closing of the Transaction (the "Closing"). Maple Leaf has agreed to assume the obligations under the Term Sheet arising from and after the Closing.

We understand that you have met with senior management of Puratone to discuss the Transaction. We confirm that we are seeking court approval on Friday for the sale of the interests and the assignment of the Term Sheet, on the basis that the restrictions on transfer of shares and rights of first refusals (collectively, the "Shareholder Rights") set out in the Term Sheet are suspended for the purposes of the Transaction. However, we also confirm that these Shareholder Rights shall continue to apply to all parties to the Term Sheet and shareholders of Horizon, including Maple Leaf, following the Closing.

We understand that you have agreed in principle to accept Maple Leaf as a new shareholder under the Term Sheet. Accordingly, we ask that you kindly confirm your consent to the assignment of the Term Sheet to Maple Leaf and the assumption by Maple Leaf of the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Shareholder Rights are suspended for the purposes of the Transaction.

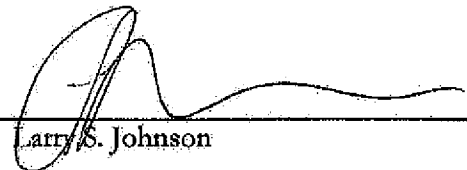
We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the Term Sheet free of the Shareholder Rights for this Transaction, scheduled for this Friday.



Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Ms. Laura Rogalsky at lrogalsky@puratone.com or via fax to (204) 388-0037 by 8:00 am. (Winnipeg time) on November 16, 2012.

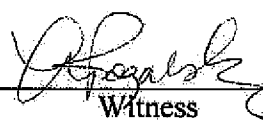
Yours very truly,

The Puratone Corporation


By: 

Larry S. Johnson

The terms of this letter are acknowledged and agreed to at Niverville,
Manitoba this 15 day of November 2012.



Witness

5074401 Manitoba Inc. 
Per: _____
Name: Peter Frow
Title: President.



November 15, 2012

CONFIDENTIAL

Steve's Livestock Transport (Blumenort) Ltd.
Box 164
Blumenort, Manitoba
R0A0C0

This is Exhibit "16" referred to in the
Affidavit of Larry Sveinbjorn Johnson
annexed hereto sworn/affirmed before me this 16th
day of November 2012

Dear Sir:

JVCO TRANSPORT LTD. SHAREHOLDERS AGREEMENT

A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA

We refer to the agreement entered into by The Puratone Corporation ("Puratone"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. and Maple Leaf Foods Inc. ("Maple Leaf") on November 1, 2012 in connection with an asset sale transaction (the "Transaction") wherein Puratone agreed, among other things, to transfer all of its right and title to its interests in JVCO Transport Ltd. ("JVCO") including Puratone's shares in JVCO and its right, title and interest in and to the shareholders agreement between Puratone, Steve's Livestock Transport (Blumenort) Ltd. and JVCO dated July 1, 2008 (the "Shareholders Agreement"), to Maple Leaf effective as of the closing of the Transaction (the "Closing"). Maple Leaf has agreed to assume the obligations under the Shareholders Agreement arising from and after the Closing.

We understand that you have met with senior management of Puratone to discuss the Transaction. We confirm that we are seeking court approval on Friday for the sale of the interests and the assignment of the Shareholders Agreement, on the basis that the restrictions on transfer of shares and rights of first refusals, if any (collectively, the "Shareholder Rights") set out in the Shareholders Agreement are suspended for the purposes of the Transaction. However, we also confirm that these Shareholder Rights shall continue to apply to all parties to the Shareholders Agreement and shareholders of JVCO, including Maple Leaf, following the Closing.

We understand that you have agreed in principle to accept Maple Leaf as a new shareholder under the Shareholders Agreement. Accordingly, we ask that you kindly confirm your consent to the assignment of the Shareholders Agreement to Maple Leaf and the assumption by Maple Leaf of the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Shareholder Rights are suspended for the purposes of the Transaction.

We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the




Shareholders Agreement free of the Shareholder Rights for this Transaction, scheduled for this Friday.

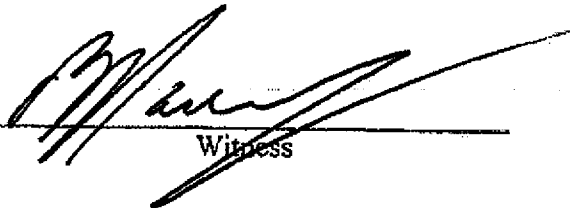
Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Ms. Laura Rogalsky at lrogalsky@puratone.com or via fax to (204) 388-0037 by 10:00 am. (Winnipeg time) on November 16, 2012.

Yours very truly,


The Puratone Corporation

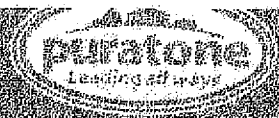
By: 
Larry S. Johnson

The terms of this letter are acknowledged and agreed to at BLUMENORT, MB
this 15 day of NOVEMBER 2012.


Witness

Steve's Livestock Transport (Blumenort)
Ltd.

Per: 
Name: RICK PETER
Title: VP OPERATIONS



November 15, 2012

CONFIDENTIAL

Bruce William Bond
P.O. Box 72
Teulon, MB
ROC 3B0

Murray Ralph Bond
P.O. Box 495
Teulon, MB
ROC 3B0

Dear Sirs:

BOND HOG VENTURES LTD. SHAREHOLDERS AGREEMENT

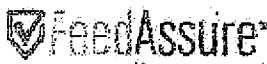
We refer to the agreement entered into by The Puratone Corporation ("Puratone"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. and Maple Leaf Foods Inc. ("Maple Leaf") on November 1, 2012 in connection with an asset sale transaction (the "Transaction") wherein Puratone agreed, among other things, to transfer all of its right and title to its interests in Bond Hog Ventures Ltd. ("Bond Hog") including Puratone's shares in Bond Hog and its right, title and interest in and to the shareholders agreement between Puratone, Bruce William Bond, Murray Ralph Bond and Bond Hog dated May 15, 1997 (the "Shareholders Agreement"), to Maple Leaf effective as of the closing of the Transaction (the "Closing"). Maple Leaf has agreed to assume the obligations under the Shareholders Agreement arising from and after the Closing.

We understand that you have met with Glen Gratton of Maple Leaf to discuss the Transaction. We confirm that we are seeking court approval on Friday for the sale of the interests and the assignment of the Shareholders Agreement, on the basis that the restrictions on transfer of shares and rights of first refusals (collectively, the "Shareholder Rights") set out in the Shareholders Agreement are suspended for the purposes of the Transaction. However, we also confirm that these Shareholder Rights shall continue to apply to all parties to the Shareholders Agreement, including Maple Leaf, following the Closing.

We understand that you have agreed in principle with Maple Leaf to accept Maple Leaf as a new shareholder under the Shareholders Agreement. Accordingly, we ask that you kindly confirm your consent to the assignment of the Shareholders Agreement to Maple Leaf and the assumption by Maple Leaf of the obligations arising from and after the Closing in

This is Exhibit " 17 " referred to in the
Affidavit of Larry Sueinbjorn Johanson
annexed hereto sworn/affirmed before me this 16th
day of November 2012

A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA



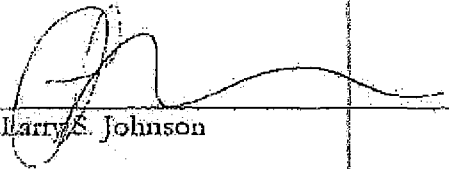
accordance with the terms of such agreement and that the Shareholder Rights are suspended for the purposes of the Transaction.

We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the Shareholders Agreement free of the Shareholder Rights for this Transaction, scheduled for this Friday.

Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Ms. Lauta Rogalsky at lrogalsky@puratone.com or via fax to (204) 388-0037 by 10:00 am. (Winnipeg time) on November 16, 2012.

Yours very truly,

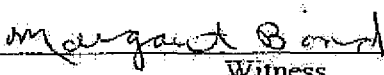
The Puratone Corporation

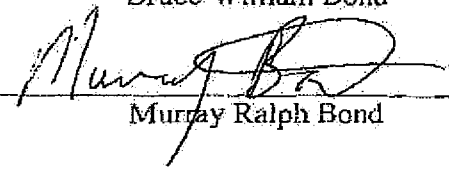
By: 
Harry S. Johnson

The terms of this letter are acknowledged and agreed to at London
MB this 15 day of November 2012.


Donna Bond
Witness


Bruce William Bond


Margaret Bond
Witness


Murray Ralph Bond



November 15, 2012

CONFIDENTIAL

Jacob Kasdorf
Jason Kasdorf
Judy Kasdorf
c/o Box 149
Niverville, MB
R0A 1E0

Dear Jake, Judy and Jason:

HERITAGE HOGS LTD. SHAREHOLDERS AGREEMENT

We refer to the agreement entered into by The Puratone Corporation ("Puratone"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. and Maple Leaf Foods Inc. ("Maple Leaf") on November 1, 2012 in connection with an asset sale transaction (the "Transaction") wherein Puratone agreed, among other things, to transfer all of its right and title to its interests in Heritage Hogs Ltd. ("Heritage") including Puratone's shares in Heritage and its right, title and interest in and to the shareholders agreement between Puratone, Jacob Kasdorf, Judy Kasdorf, Jason Kasdorf and Heritage Hogs Ltd. dated October 5, 1999, and amended on Amendments dated July 15, 2005 and March 15, 2010 (the "Shareholders Agreement"), to Maple Leaf effective as of the closing of the Transaction (the "Closing"). Maple Leaf has agreed to assume the obligations under the Shareholders Agreement arising from and after the Closing.

We understand that you have met with Glen Gratton of Maple Leaf to discuss the Transaction. We confirm that we are seeking court approval on Friday for the sale of the interests and the assignment of the Shareholders Agreement, on the basis that the restrictions on transfer of shares and rights of first refusals (collectively, the "Shareholder Rights") set out in the Shareholders Agreement are suspended for the purposes of the Transaction. However, we also confirm that these Shareholder Rights shall continue to apply to all parties to the Shareholders Agreement, including Maple Leaf, following the Closing.

We understand that you have agreed in principle with Maple Leaf to accept Maple Leaf as a new shareholder under the Shareholders Agreement. Accordingly, we ask that you kindly confirm your consent to the assignment of the Shareholders Agreement to Maple Leaf and the assumption by Maple Leaf of the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Shareholder Rights are suspended for the purposes of the Transaction.

This is Exhibit " 18 " referred to in the
Affidavit of Larry Sveinbjorn Tolmson
annexed hereto sworn/affirmed before me this 16th
day of November 2012

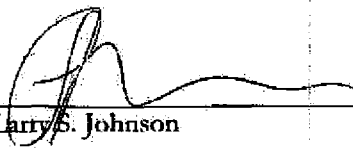
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA



We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the Shareholders Agreement free of the Shareholder Rights for this Transaction, scheduled for this Friday.


Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Ms. Laura Rogalsky at lrogalsky@puratone.com or via fax to (204) 388-0037 by 8:00 am. (Winnipeg time) on November 16, 2012.

Yours very truly,
The Puratone Corporation

By: 
Larry S. Johnson

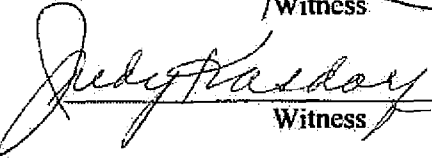
The terms of this letter are acknowledged and agreed to at Norverville, MB
this 16 day of November 2012.

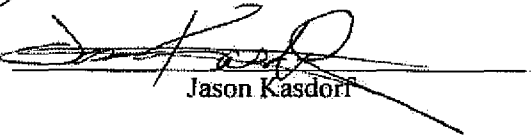

Witness


Jacob Kasdorf


Witness


Judy Kasdorf


Witness


Jason Kasdorf



November 16, 2012

CONFIDENTIAL


3898220 Manitoba Ltd.
Box 460
Niverville, Manitoba
R0A 1E0

Bond Hog Ventures Ltd.
Box 72
Teulon, Manitoba
R0C 3B0

Heritage Hogs Limited
Box 149
Niverville, Manitoba
R0A 1E0

Paradigm Farms Ltd.
Box 460
Niverville, Manitoba
R0A 1E0

This is Exhibit " 19 " referred to in the
Affidavit of Larry Sveinbjorn John
annexed hereto sworn/affirmed before me this 16th
day of November 2012.


A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF MANITOBA

Dear Sirs:

PURA ORGANICS LIMITED PARTNERSHIP LIMITED PARTNERSHIP AGREEMENT

We refer to the agreement entered into by The Puratone Corporation ("Puratone"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. ("NSB") and Maple Leaf Foods Inc. ("Maple Leaf") on November 1, 2012 in connection with an asset sale transaction (the "Transaction") wherein Puratone agreed, among other things, to transfer all of its right and title to its interests in Pura Organics Limited Partnership ("Pura Organics") including Puratone's limited partnership units in Pura Organics and its right, title and interest in and to the limited partnership agreement between 3898220 Manitoba Ltd., as General Partner, and the limited partners of Pura Organics, including Puratone and NSB, dated as of September 18, 1998 (the "LP Agreement"), to Maple Leaf effective as of the closing of the Transaction (the "Closing"). Maple Leaf has agreed to assume the obligations under the LP Agreement arising from and after the Closing.

We understand that you have communicated with senior management of Puratone to discuss the Transaction. We confirm that we are seeking court approval on Friday for the sale of the interests and the assignment of the LP Agreement, on the basis that the restrictions on transfer of units and rights of first refusals (collectively, the "Partner Rights") set out in the LP Agreement are suspended for the purposes of the Transaction. However, we also confirm that these Partner Rights shall continue to apply to all parties to the LP Agreement and partners of Pura Organics, including Maple Leaf, following the Closing.

We understand that you have agreed in principle to accept Maple Leaf as a new limited partner under the LP Agreement. Accordingly, we ask that you kindly confirm your consent to the assignment of the LP Agreement to Maple Leaf and the assumption by Maple Leaf of



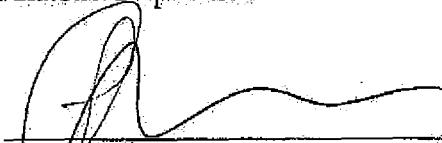
the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Partner Rights are suspended for the purposes of the Transaction.

We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the LP Agreement free of the Partner Rights for this Transaction, scheduled for this Friday.


Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Laura Rogalsky at lrogalsky@puratone.com or via fax (204) 388-0037 by 10 a.m. (Winnipeg time) on November 16, 2012.

Yours very truly,

The Puratone Corporation

By: 
Larry S. Johnson

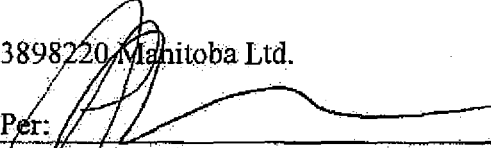
The terms of this letter are acknowledged and agreed to at Niverville,
MB this 16 day of November 2012.


Witness

Witness

Witness

3898220 Manitoba Ltd.

Per: 
Name: LARRY JOHNSON
Title: SECRETARY/TREASURER

Bond Hog Ventures Ltd.

Per: _____
Name: _____
Title: _____

Heritage Hogs Limited

Per: _____
Name: _____
Title: _____

the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Partner Rights are suspended for the purposes of the Transaction.

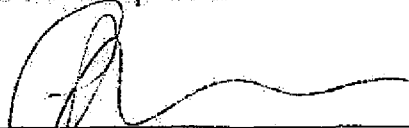
We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the LP Agreement free of the Partner Rights for this Transaction, scheduled for this Friday.

Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Laura Rogalsky at lrogalsky@puratone.com or via fax (204) 388-0037 by 10 a.m. (Winnipeg time) on November 16, 2012.

Yours very truly,

The Puratone Corporation

By:


Larry S. Johnson

The terms of this letter are acknowledged and agreed to at Niverville,
MB this 16 day of November 2012.

3898220 Manitoba Ltd.

Per: _____

Name:

Title:

Bond Hog Ventures Ltd.

Per: _____

Name:

Title:

Heritage Hogs Limited

Per: 

Name: JAKE KASDORF

Title: PRESIDENT.

Witness

Witness


Witness

the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Partner Rights are suspended for the purposes of the Transaction.

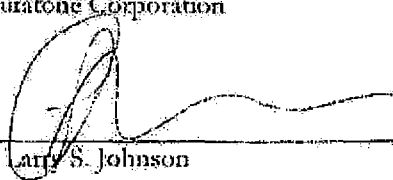
We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the LP Agreement free of the Partner Rights for this Transaction, scheduled for this Friday.

Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Laura Rogalsky at lrogalsky@puratone.com or via fax (204) 388-0037 by 10 a.m. (Winnipeg time) on November 16, 2012.

Yours very truly,

The Puratone Corporation

By:



Larry S. Johnson

The terms of this letter are acknowledged and agreed to at Manitoba this 16th day of Nov 2012.

Witness

Witness

Witness

3898220 Manitoba Ltd.

Per: _____
Name:
Title:

Bond Hog Ventures Ltd.

Per: _____
Name:
Title:

Heritage Hogs Limited

Per: _____
Name:
Title:

Paradigm Farms Ltd.

Per: _____
Name:
Title:

[Handwritten Signature]

Witness

November 16, 2012

CONFIDENTIAL

3898220 Manitoba Ltd.
Box 460
Niverville, Manitoba
R0A 1E0

Bond Hog Ventures Ltd.
Box 72
Teulon, Manitoba
R0C 3B0

Heritage Hogs Limited
Box 149
Niverville, Manitoba
R0A 1E0

Paradigm Farms Ltd.
Box 460
Niverville, Manitoba
R0A 1E0

Dear Sirs:

PURA ORGANICS LIMITED PARTNERSHIP LIMITED PARTNERSHIP AGREEMENT

We refer to the agreement entered into by The Puratone Corporation ("Puratone"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. ("NSB") and Maple Leaf Foods Inc. ("Maple Leaf") on November 1, 2012 in connection with an asset sale transaction (the "Transaction") wherein Puratone agreed, among other things, to transfer all of its right and title to its interests in Pura Organics Limited Partnership ("Pura Organics") including Puratone's limited partnership units in Pura Organics and its right, title and interest in and to the limited partnership agreement between 3898220 Manitoba Ltd., as General Partner, and the limited partners of Pura Organics, including Puratone and NSB, dated as of September 18, 1998 (the "LP Agreement"), to Maple Leaf effective as of the closing of the Transaction (the "Closing"). Maple Leaf has agreed to assume the obligations under the LP Agreement arising from and after the Closing.

We understand that you have communicated with senior management of Puratone to discuss the Transaction. We confirm that we are seeking court approval on Friday for the sale of the interests and the assignment of the LP Agreement, on the basis that the restrictions on transfer of units and rights of first refusals (collectively, the "Partner Rights") set out in the LP Agreement are suspended for the purposes of the Transaction. However, we also confirm that these Partner Rights shall continue to apply to all parties to the LP Agreement and partners of Pura Organics, including Maple Leaf, following the Closing.

We understand that you have agreed in principle to accept Maple Leaf as a new limited partner under the LP Agreement. Accordingly, we ask that you kindly confirm your consent to the assignment of the LP Agreement to Maple Leaf and the assumption by Maple Leaf of



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Page 1 of 3  100% post consumer waste



ESF 100%
ESF Recycled
by CROC 042214

the obligations arising from and after the Closing in accordance with the terms of such agreement and that the Partner Rights are suspended for the purposes of the Transaction.

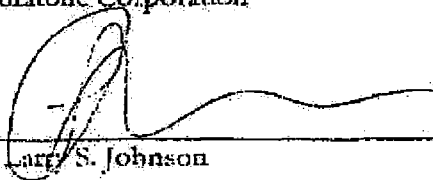
We also ask that you kindly confirm that we can advise the Court that you are consenting to Puratone's motion regarding the transfer of the interests and the assignment of the LP Agreement free of the Partner Rights for this Transaction, scheduled for this Friday.

Please acknowledge acceptance of the terms of this letter by signing and returning a copy of this letter to Laura Rogalsky at lrogalsky@puratone.com or via fax (204) 388-0037 by 10 a.m. (Winnipeg time) on November 16, 2012.

Yours very truly,

The Puratone Corporation

By:


Larry S. Johnson

The terms of this letter are acknowledged and agreed to at Lauran
MB this 16 day of November 2012.

3898220 Manitoba Ltd.

Per:

Name:

Title:

Bond Hog Ventures Ltd.

Per: 

Name:

Title:

Heritage Hogs Limited

Per:

Name:

Title:

Witness


Donna Bond
Witness

Witness