
**THIS IS EXHIBIT "27" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 4 DAY OF SEPTEMBER, 2012**

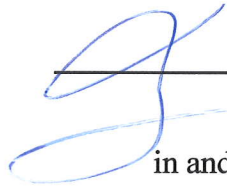


**A NOTARY PUBLIC
in and for the Province of Manitoba**

Exhibit E -- Contract Production

		Farm Location	Monthly Fee	Capacity	End Date
Sow Farms					
Silver Weanlings Inc.		SW 29-21-2E, SE30-21-2E RM of	\$39.20 per piglet	2,400	30-Nov-16
Silver Ridge Hog Farm Ltd. (Lyle Loewen)	LEASE	N ½ OF THE N ½ OF SECTION 22-21-2	\$10,000		30-Sep-14
Tri-Venture Farms (Al Pauls)		NW7-8-4E in RM of Hanover	See schedule A on contract	1,350	30-Sep-14
Nursery Farms					
Cure, Chris		SE 19-1-8E RM of Stuartburn	\$10,833.33, and adjusted to \$5.00 per Grade A pig		31-Jan-17
D & G Farms	LEASE	SW 10-5-1W RM of Morris (two barns)	\$8,426.75 per month, plus \$558 per month for yard maint. Maint Budget is \$10,296 per year.	5,200	31-Mar-17
E & M Green Gables	LEASE	SE9-5-1W Rm of Morris (two barns)	\$9,029.87 per month, plus \$762.50 per month for yard maint. Maint Budget is \$10,296 per year.	5,200	31-Mar-17
Lone Tree Pork (Luke Bartel)	LEASE	SW33-5-1W RM of Morris (four barns)	\$16,560.83 per month. Maint budget is \$20,592 per year.	5,200	31-Jan-17
Finishing Farms					
Adam Krochenski (gilts only)		NE30-19-2E RM of Armstrong	\$125.00 per day	300	30-Jun-12
Glenn & Karen Friesen		SE32-4-5E RM DeSalaberry	\$15,250.00	4,000	21-Nov-16
Delbert Plett		SW17-3-1W RM Rhineland	\$8,387.50	2,200	07-Oct-12
Kindred Hogs Ltd. (c/o Gerald Vermette)	LEASE	SE7-5-3E RM DeSalaberry	\$3833.33 plus utilities, yard maint, R&M	2,600	28-Feb-17
Eastern Red Farms Ltd. (Gerald Vermette)		NW7-5-3E RM DeSalaberry	\$4,193.75	1,100	27-Aug-12
Pembina Farms Gretna (Larry Fehr)		SW 16-1-2W in the RM of Rhineland	\$7,875.00	2,100	23-Nov-16
Southland Feeders	LEASE	NE 13-4-6E in the RM of Hanover SW32-5-9W in the RM of Lorne	\$3,169.44 (+/-) \$18,427.08	4,200	31-Dec-22
Poiron Farms Ltd. (Jean Poiron)				5,000	23-Sep-12
Gerald Voth & Jerry Friesen	LEASE	SW25-1-1W in RM of Rhineland	\$1,835.29	1,800	31-Dec-13
Junction Farms (modified HF Agreement)		SE17-1-1W RM of Rhineland	\$8,333.33	2,400	18-Jun-17
Earl Loewen		SW34-5-1E RM of Morris	renewed at \$3,583.75 (was \$3,760)	1,000	28-Oct-12
Eddie Dueck		SE 34-23-2E RM of Bifrost	\$8,196.87	2,150	13-Nov-16
Hyperform #1 c/o Jake Rempel		SW19-24-4E RM of Bifrost	\$8,196.75	2,150	30-Oct-16

**THIS IS EXHIBIT "28" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 11 DAY OF SEPTEMBER, 2012**



**A NOTARY PUBLIC
in and for the Province of Manitoba**

June 11, 2012

VIA COURIER AND FACSIMILE (204-388-0037)

The Puratone Corporation
Pembina Valley Pigs Ltd.
Niverville Swine Breeders Ltd.
Forest Lane Farm Ltd.

Box 460
Niverville, MB
R0A 1E0

Attn: Larry Johnson, CFO

Re: "HILLRP" Term Sheet, (Amended and Restated on March 8, 2012) (as amended, modified, supplemented, replaced or restated from time to time, the "Term Sheet") executed by Bank of Montreal (the "Bank"), The Puratone Corporation ("TPC"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. and Forest Lane Farm Ltd.)

We refer to the Term Sheet. Unless otherwise defined in this letter, capitalized terms used in this letter have the meanings ascribed to such terms in the Term Sheet.

We hereby notify you that TPC is in default of certain financial covenants contained in "Part Nine – Covenants (Positive, Negative and Financial)" of the Term Sheet, which are to be maintained at all times, as follows:

1. The Term Sheet provides that the minimum Debt Service Coverage Ratio shall be equal to or exceed 1.10. Based upon reporting received from TPC, as at March 31, 2012, the Debt Service Coverage Ratio was .94; and
2. The Term Sheet provides that minimum EBITDA, calculated in accordance with the provisions of the Term Sheet, is to be maintained at not less than 70% of the annual Bank approved Business Plan projections (which minimum EBITDA amounts for fiscal 2012 are set forth in paragraph numbered "4" under the heading "Financial Covenants" in the Term Sheet). Based upon reporting received from TPC, as at March 31, 2012, the EBTDA, was 35% of the annual Bank approved Business Plan projections.

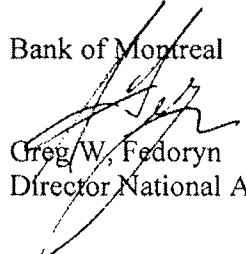
These failures to comply with the said financial covenants are events of default as described in Part Twelve of the Term Sheet.

This letter informs you that the Bank hereby expressly reserves all available rights, remedies and claims of the Bank in their entirety in relation to or arising from the said events of default. Any of such rights, remedies and claims may be exercised or otherwise pursued at any time, and from time to time, in the sole and absolute discretion of the Bank, in accordance with (i) the Term Sheet, (ii) any and all security granted to or in favour of the Bank (pursuant to and as described in the Term Sheet or otherwise (including, without limitation, guarantees of repayment of the indebtedness of TPC to the Bank given by the Guarantors), (iii) any other agreement or document related to or arising from the Credit Facilities, or (iv) at law and in equity. The documents and agreements described in (i), (ii) and (iii) of the previous sentence are hereinafter referred to as the "Loan Documents".

This letter shall not, and shall not be deemed to, establish a custom or course of dealing and does not, and shall not be deemed to, waive, limit, derogate from or postpone the obligations of TPC and the Guarantors under the Loan Documents, and any discussions (whether written or oral) that may have occurred or may occur are not, and any actions taken or not taken by the Bank shall not be deemed to be, a waiver, limitation, derogation or postponement of any of the rights, remedies and claims of the Bank under the Loan Agreements or at law or in equity.

Yours truly,

Bank of Montreal



Greg W. Fedoryn
Director National Accounts

**THIS IS EXHIBIT "29" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 29 DAY OF SEPTEMBER, 2012**



**A NOTARY PUBLIC
in and for the Province of Manitoba**

August 13, 2012

VIA COURIER AND FACSIMILE (204-388-0037)

The Puratone Corporation
Pembina Valley Pigs Ltd.
Niverville Swine Breeders Ltd.
Forest Lane Farm Ltd.

Box 460
Niverville, MB
R0A 1E0

Attn: Larry Johnson, CFO

Re: "HILLRP" Term Sheet, (Amended and Restated on March 8, 2012) (as amended, modified, supplemented, replaced or restated from time to time, the "**Term Sheet**") executed by Bank of Montreal (the "**Bank**"), The Puratone Corporation ("**TPC**"), Pembina Valley Pigs Ltd., Niverville Swine Breeders Ltd. and Forest Lane Farm Ltd.

We refer to the Term Sheet. Unless otherwise defined in this letter, capitalized terms used in this letter have the meanings ascribed to such terms in the Term Sheet.

We hereby notify you that, as at June 30, 2012, TPC is in default of certain financial covenants contained in "Part Nine – Covenants (Positive, Negative and Financial)" of the Term Sheet, which are to be maintained at all times, as follows:

1. The Term Sheet provides that the Minimum Working Capital Ratio shall be equal to or exceed 1.05. Based upon reporting received from TPC, the Working Capital Ratio was .93; and
2. The Term Sheet provides that the minimum Debt Service Coverage Ratio shall be equal to or exceed 1.10. Based upon reporting received from TPC, the Debt Service Coverage Ratio was .53; and
3. The Term Sheet provides that minimum EBITDA, calculated in accordance with the provisions of the Term Sheet, is to be maintained at not less than 70% of the annual Bank approved Business Plan projections (which minimum EBITDA amounts for fiscal 2012 are set forth in paragraph numbered "4" under the heading "Financial Covenants" in

the Term Sheet). Based upon reporting received from TPC, the EBTDA, was 7% of the annual Bank approved Business Plan projections.

In addition, TPC is in default of its payment obligations to the Bank under the Term Sheet, as follows:

4. TPC has failed to pay and has therefore defaulted in the payment of interest due July 1, 2012 and August 1, 2012 under the margined operating facility described in the Term Sheet as "Facility A", in the amounts of \$44,456.16 and \$44,821.29 respectively; and

5. TPC has failed to pay and has therefore defaulted in the payment of all principal and interest due July 1, 2012 and August 1, 2012 under the under the HILLRP Facility described in the Term Sheet as "Facility B", in the amounts of \$301,237.77 and \$305,118.13 respectively.

These failures to comply with the said financial covenants and failures to pay principal and interest are events of default as described in Part Twelve of the Term Sheet.

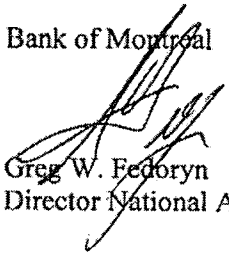
The Bank is not presently taking steps to enforce payment or otherwise act upon the said events of default, however, this letter informs you that the Bank hereby expressly reserves all available rights, remedies and claims of the Bank in their entirety in relation to or arising from the said events of default. Any of such rights, remedies and claims may be exercised or otherwise pursued at any time, and from time to time, in the sole and absolute discretion of the Bank, in accordance with (i) the Term Sheet, (ii) any and all security granted to or in favour of the Bank (pursuant to and as described in the Term Sheet or otherwise (including, without limitation, guarantees of repayment of the indebtedness of TPC to the Bank given by the Guarantors), (iii) any other agreement or document related to or arising from the Credit Facilities, or (iv) at law and in equity. The documents and agreements described in (i), (ii) and (iii) of the previous sentence are hereinafter referred to as the "Loan Documents".

This letter shall not, and shall not be deemed to, establish a custom or course of dealing and does not, and shall not be deemed to, waive, limit, derogate from or postpone the obligations of TPC and the Guarantors under the Loan Documents, and any discussions (whether written or oral) that may have occurred or may occur are not, and any actions taken or not taken by the Bank shall not be deemed to be, a waiver, limitation, derogation or postponement of any of the rights, remedies and claims of the Bank under the Loan Documents or at law or in equity.

Please promptly return to the Bank a copy of this letter with your fully executed "Acknowledgement and Agreement" below.

Yours truly,

Bank of Montreal


Greg W. Fedoryn
Director National Accounts

Acknowledgement and Agreement

The undersigned hereby acknowledge and agree to the matters set forth in the letter above, including, without limitation, that the events of default set forth in the letter above have occurred and have not been waived in whole or in part by Bank of Montreal.

Dated this 13TH day of August, 2012.

~~The Puratone Corporation~~

Per:  _____

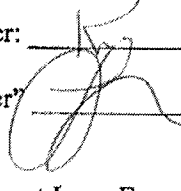
Per: _____

~~Pembina-Valley Pigs Ltd.~~

Per:  _____

Per: _____

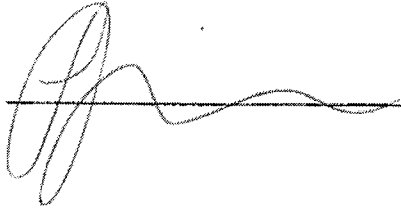
~~Niverville Swine Breeders Ltd.~~

Per:  _____

Per: _____

~~Forest Lane Farm Ltd.~~

Per:  _____

Per: 

**THIS IS EXHIBIT "30" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 30 DAY OF SEPTEMBER, 2012**



**A NOTARY PUBLIC
in and for the Province of Manitoba**

TERM SHEET AMENDING AGREEMENT made August 31, 2012.

BETWEEN:

BANK OF MONTREAL
(the "Lender"),

- and -

THE PURATONE CORPORATION,
(the "Borrower")

- and -

**NIVERVILLE SWINE BREEDERS LTD.,
PEMBINA VALLEY PIGS LTD. and
FOREST LANE FARM LTD.,**
(together the "Guarantors")

WHEREAS:

A. The Lender, Borrower and Guarantors are parties to that certain "HILLRP" Term Sheet for The Puratone Corporation amended and restated on March 8, 2012 (the "Term Sheet");

B. The Borrower has an urgent and immediate need for "out-of-margin" advances in amounts up to \$1,000,000 for working capital funding;

C. The Lender has agreed to provide a \$1,000,000 bulge to Facility A (Margined Operating Facility) under the Term Sheet ("Facility A") upon the terms and conditions set out in this Amending Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSETH and consideration in the sum of \$1.00 now paid by the Borrower to each of the parties hereto, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto) the parties hereto covenant and agree as follows:

1. **Definitions.** For the purposes of this Amending Agreement, all capitalized words shall have the meaning ascribed to them in the Term Sheet, with the exception of the following words, which shall have the following meanings:

"**Cash Flow Budget**" means the detailed weekly forward looking rolling cash flow budget of receipts and disbursements to November 25, 2012 as prepared by the Borrower and reviewed and approved by the Deloitte & Touche Inc. and attached as Schedule "A" to this Term Sheet Amending Agreement, or any subsequent detailed cash flow budget prepared by the Borrower with the assistance of and approved by Deloitte & Touche Inc. and submitted by the Borrower to the Lender and approved in writing by the Lender.

"**CCAA**" means the Companies Creditors' Arrangement Act (Canada).

"**InterCreditor Agreements**" means (i) that certain InterCreditor and Priority Agreement dated March 17, 2010 between the Lender, Farm Credit Canada, Manitoba Agricultural Services Corporation, the Borrower and Pembina Valley Pigs Ltd., and (ii) that certain InterCreditor and Priority Agreement dated March 17, 2010 between *inter alia* the Lender, Manitoba Agricultural Services Corporation and Niverville Swine Breeders Ltd.

2. **Amendment to Part Two.** Part Two (Margined Operating Facility) of the Term Sheet shall be amended as follows:

The maximum principal amount of Facility A shall be increased from up to C\$13,000,000 to up to C\$14,000,000 (such additional C\$1,000,000 being herein called the "Bulge").

The Bulge shall only be available for draw down by the Borrower via direct advances in Canadian dollars (C\$) via its FirstBank Cash Management Account (FCMA).

The availability of the Bulge shall not be subject to the Margin; however, all other advances under Facility A shall continue to be limited to the lesser of C\$13,000,000 and the Margin.

The aggregate borrowings under the Bulge during any week shall not exceed the forecasted borrowing requirements set forth in the Cash Flow Budget. The Borrower and the Guarantors shall not make any expenditures inconsistent with the most recent Cash Flow Budget approved by the Lender from time to time.

The Bulge shall be available to the Borrower for working capital purposes of the Borrower and the Guarantors in accordance with the Cash Flow Budget.

The duration of the availability of the Bulge shall be in the Lender's absolute and unfettered discretion and the Borrower's ability to draw down funds under the Bulge may be cancelled by the Lender at any time.

The Borrower shall deliver or cause to be delivered to the Lender, weekly by no later than 5:00 p.m. EST each Wednesday and prior to and as a requirement for the making of any advance under the Bulge, an updated Cash Flow Budget in form and substance satisfactory to and approved by the Lender together with (i) a comparison prepared by the Borrower with the assistance of Deloitte & Touche Inc. of the previous weeks forecast to actual results, (ii) an explanation of the differences, and (iii) confirmation to the Lender from Deloitte & Touche Inc. that, to the best of its knowledge, the Bulge is being expended in a manner consistent with the most recent Cash Flow Budget approved by the Lender from time to time.

Except as set out above, the Bulge shall be governed by Part Two of the Term Sheet specifically and the other terms and conditions of the Term Sheet generally.

3. **General, Plural and Singular.** In this Amending Agreement, the masculine includes the feminine and the plural includes the singular and vice versa and modifications to the provisions of this Amending Agreement may be made accordingly as the context requires.

4. **Captions.** The captions appearing in this Amending Agreement have been inserted into this Amending Agreement for reference and as a matter of convenience only and in no way define, limit or enlarge the scope of the meaning of this Amending Agreement or any provision thereof.

5. **Preamble.** The preamble hereto shall be deemed to form an integral part of this Amending Agreement.

6. **Time.** Time shall be of the essence of this Amending Agreement.

7. **Further Agreements, Documents and Assurances.** The parties hereto covenant and agree each with the other that it shall execute all other documents, instruments, agreements and assurances and shall do all other things necessary or desirable to implement or carry out the terms of this Amending Agreement.

8. **Governing Law.** This Amending Agreement shall be construed by the powers and provisions herein contained shall be administered, exercised and given effect to according to the laws of the Province of Manitoba and the rights and obligations of the parties hereunder shall be regulated by the laws of the Province of Manitoba notwithstanding that any of the shareholders now or at any time in the future may be resident or domiciled elsewhere within the Province of Manitoba and each of the parties hereto hereby attorns to the jurisdiction of the laws of Manitoba.

9. **Enurement.** This Amending Agreement and the covenants herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

10. **InterCreditor Agreements.** Subject to subparagraphs 10(a), 10(b) and 10(c) hereof, all advances under the Term Sheet as amended by this Amending Agreement (specifically including the Bulge) shall continue to be subject to the terms and conditions of the InterCreditor Agreements. Notwithstanding anything set forth in the InterCreditor Agreements:

- a) for the purposes of repayment of the Bulge, Farm Credit Canada agrees that assets of the Borrower and Guarantors that are secured in first priority to Farm Credit Canada ("FCC Priority Assets") shall be charged with an allocation of 20% of the amount of the Bulge drawn by the Borrower in the same manner as if the Bulge was a debtor-in-possession loan in a CCAA proceeding and Farm Credit Canada was subject to a court order in usual form allocating 20% of the repayment of the debtor-in-possession loan to the FCC Priority Assets, and assets of the Borrower and Guarantors that are secured in first priority to the Lender ("BMO Priority Assets") shall be charged with an allocation of 80% of the amount of the Bulge drawn by the Borrower in the same manner as if the Bulge was a debtor-in-possession loan in a CCAA proceeding and the Lender was subject to a court order in usual form allocating 80% of the repayment of the debtor-in-possession loan to the BMO Priority Assets;
- b) the Bulge will only be drawn down by the Borrower in circumstances in which Facility A has reached its maximum limit, with the result that no further credit would otherwise be available to the Borrower under Facility A; and
- c) during such time as the Bulge is available for drawdown, the Lender shall apply deposits made to the account of the Borrower in the usual manner to reduce Facility A and funds shall not be drawn down from the Bulge to repay Lender credit facilities to the Borrower other than Facility "A" and Mastercard payments that may be made by the Borrower in the usual course.

11. **CCAA Proceedings.** The Borrower has informed the Lender that the conditions necessary for the ongoing viability of the Borrower and Guarantors include restructuring its debt and certain operational features of its business, and to assist in such restructuring they presently intend to imminently seek Court protection and restructuring under the CCAA. In addition, the Borrower and Guarantors are presently suffering a liquidity crisis that threatens the ongoing sustainability of their business operations. Consequently, the Borrower represents that it requires additional working capital funding on an urgent basis and has requested that the Lender provide it with interim financing (also referred to as debtor-in-possession or "DIP" financing) for the period of its CCAA restructuring process so as to enable a restructuring of their businesses and property on an orderly and expedited basis. Should the Borrower obtain Court protection and restructuring under the CCAA and if the Lender provides it with interim financing (also referred to as debtor-in-possession or "DIP" financing) for the period of its CCAA restructuring process, then all monies advanced by the Lender to the Borrower on account of the Bulge shall, at the request of the Lender and subject to order of the Court in the said CCAA proceedings, be converted to advances made pursuant to and governed by the agreement entered into by the Lender and the Borrower in relation to such interim financing (also referred to as debtor-in-possession or "DIP" financing).

12. **Counterparts and Electronic Execution.** This Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together constitute but one and the same agreement. Any party may execute this Amending Agreement by signing any counterpart of it. This Agreement may be executed by one or more of the parties by facsimile or email (.pdf) transmitted signature and all parties agree that the reproduction of signatures by way of facsimile or email (.pdf) device will be treated as though such reproductions were executed originals.

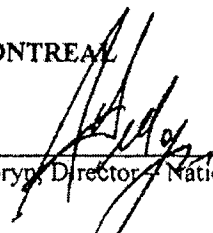
*Execution of this Amending Agreement appears on the next page.
The remainder of this page is intentionally left blank.*

The Parsons Corporation
 13 Week Cash Flow Projections
 August 27 Through November 25, 2012

Week Start	Week 0	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 1-13
Week End	26-Aug-12	2-Sep-12	8-Sep-12	16-Sep-12	23-Sep-12	30-Sep-12	7-Oct-12	14-Oct-12	21-Oct-12	28-Oct-12	4-Nov-12	11-Nov-12	18-Nov-12	25-Nov-12	Cumulative Totals
Assumptions															
Market Hogs - Hedged															
Shipments Volume	500	500	500	500	500	500	-	-	-	-	-	-	-	-	2,000
Price (CAD)	178.25	178.25	181.50	181.50	181.50	181.50	-	-	-	-	-	-	-	-	-
Market Hogs - Non-hedged															
Shipments Volume	10,073	7,271	9,810	8,792	7,805	8,437	8,742	7,138	8,338	8,259	7,990	5,270	7,005	7,140	96,788
Price (CAD)	175.29	171.54	187.79	170.08	164.27	162.39	189.17	147.42	149.87	147.82	148.40	144.08	141.28	134.27	-
Feeder															
Shipments Volume	3,500	550	-	1,800	1,300	-	2,900	1,000	1,000	1,200	-	1,000	800	-	18,200
Price	21	21	21	21	21	21	21	21	21	21	21	21	21	21	58
Isowearings															
Shipments Volume	-	1,500	-	-	1,800	-	-	1,800	-	-	1,800	-	-	-	6,000
Price (USD)	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	-
Exchange Rate															
Estimated rate	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Receipts															
Sales															
Market hogs - Hedged	89,008	88,000	88,000	81,000	81,000	81,000	81,000	-	-	-	-	-	-	-	562,000
Market hogs - Non-hedged	1,488,000	1,788,000	1,247,000	1,848,000	1,156,000	1,348,000	1,048,080	1,073,000	1,081,000	1,215,000	1,219,000	1,170,000	789,000	990,800	15,584,800
10% reduction in pricing factor	(138,800)	(185,500)	(133,800)	(172,700)	(123,600)	(133,000)	(112,880)	(107,300)	(105,100)	(121,500)	(121,900)	(117,000)	(75,900)	(99,400)	(1,808,700)
Premiums (\$/hog RW/A)	30,859	33,502	44,888	31,848	28,805	28,098	28,498	30,498	29,955	28,188	28,794	20,882	28,540	28,540	601,536
Premiums (\$/hog H/L/A)	18,185	12,119	17,712	14,175	12,679	12,679	12,679	12,679	12,679	14,100	13,790	13,805	13,845	17,500	183,860
Subtotal market hogs	1,440,254	1,716,112	1,295,800	1,803,720	1,154,280	1,276,754	1,068,158	1,008,221	990,890	1,146,788	1,140,548	1,098,209	727,827	817,080	15,263,788
Feeders	28,250	73,500	11,530	-	38,900	27,300	-	42,000	21,000	21,000	21,000	-	21,000	28,000	307,250
Isowearings	-	-	7,900	-	-	7,900	-	-	7,500	-	-	7,500	-	-	30,000
Gilt sales	47,000	-	-	-	47,000	-	-	-	-	-	47,000	-	-	-	94,000
Cull sales	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	918,000
Feed	243,750	253,750	243,750	243,750	243,750	331,750	243,750	243,750	243,750	331,750	243,750	243,750	243,750	243,750	3,464,750
Other															
Agri-tenability	74,800	-	74,800	-	74,800	-	74,800	-	74,800	-	74,800	-	74,800	-	447,800
Payroll recovery	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	1,815,544	2,212,422	1,872,305	1,816,725	1,583,510	1,720,304	1,443,505	1,364,781	1,408,910	1,559,518	1,546,428	1,418,448	1,137,287	1,279,810	20,367,389
Disbursements															
Operations															
Ingestives costs	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	15,322,000
Excitation	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	1,532,200
Production input costs	342,000	210,000	219,000	219,000	219,000	219,000	219,000	219,000	219,000	219,000	219,000	219,000	219,000	219,000	2,730,000
Operating expenses	13,750	79,454	137,214	163,750	33,750	882,591	137,214	163,750	33,750	718,750	442,307	163,750	33,750	163,750	3,793,781
Payroll	20,800	580,000	20,800	580,000	20,800	580,000	20,800	580,000	20,800	580,000	20,800	580,000	20,800	580,000	4,148,400
Manufacturing															
Professional fees	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,950,000
KE/RP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Financing															
Interest & principal	8,771	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DPF charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	1,848,221	2,884,856	1,831,514	2,387,185	1,729,850	3,085,991	1,731,614	2,387,150	1,828,050	2,860,150	2,038,207	2,297,158	1,828,260	1,297,160	28,863,381
Net Cash Flows	63,743	(772,434)	(189,209)	(570,460)	(144,540)	(1,365,687)	(288,033)	(1,078,369)	(221,140)	(1,280,632)	(440,788)	(898,949)	(690,973)	(1,017,340)	(8,596,381)
Opening Cash	(1,924,443)	(11,863,848)	(12,438,389)	(12,586,991)	(13,074,571)	(13,223,112)	(14,888,799)	(14,878,807)	(15,808,178)	(16,130,318)	(17,420,948)	(17,881,147)	(18,741,837)	(19,232,607)	(19,883,948)
Net Cash Flows	63,743	(772,434)	(189,209)	(570,460)	(144,540)	(1,365,687)	(288,033)	(1,078,369)	(221,140)	(1,280,632)	(440,788)	(898,949)	(690,783)	(1,017,340)	(8,883,991)
Closing Cash (including fees)	(11,860,700)	(12,438,382)	(12,895,591)	(13,078,571)	(13,223,112)	(14,888,799)	(14,878,807)	(15,808,178)	(16,130,318)	(17,420,948)	(17,881,147)	(18,741,837)	(19,232,607)	(20,249,947)	(20,249,947)
Actual 7-day Close (actual)	(11,863,948)														

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the day and year first above written.

BANK OF MONTREAL

Per: 
Greg Fedoryn, Director National Accounts

THE PURATONE CORPORATION

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

PEMBINA VALLEY PIGS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

NIVERVILLE SWINE BREEDERS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO


FOREST LANE FARM LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

Execution of this Amending Agreement by Farm Credit Canada and Manitoba Agricultural Services Corporation is ONLY for the purpose of affirming sections 10, 11 and 12 above.

FARM CREDIT CANADA

Per: 
Per: DERWIN ARNSTEAD

MANITOBA AGRICULTURAL SERVICES CORPORATION


Per: _____
Per: _____

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the day and year first above written.

BANK OF MONTREAL

Per: 
Greg Fedoryn, Director, National Accounts

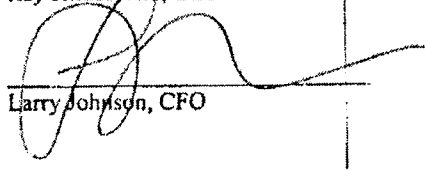
THE PURATONE CORPORATION

Per: 
Ray Hildebrand, CEO


Per: 
Larry Johnson, CFO

PEMBINA VALLEY PIGS LTD.

Per: 
Ray Hildebrand, CEO

Per: 
Larry Johnson, CFO

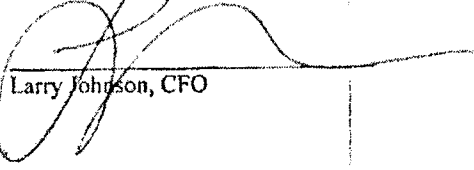
NIVERVILLE SWINE BREEDERS LTD.

Per: 
Ray Hildebrand, CEO

Per: 
Larry Johnson, CFO

FOREST LANE FARM LTD.

Per: 
Ray Hildebrand, CEO

Per: 
Larry Johnson, CFO

Execution of this Amending Agreement by Farm Credit Canada and Manitoba Agricultural Services Corporation is ONLY for the purpose of affirming sections 10, 11 and 12 above.

FARM CREDIT CANADA

Per: _____

Per: _____

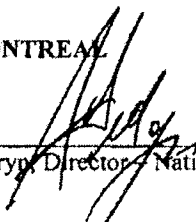
MANITOBA AGRICULTURAL SERVICES CORPORATION

Per: _____

Per: _____

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the day and year first above written.

BANK OF MONTREAL

Per: 
Greg Fedoryn, Director National Accounts

THE PURATONE CORPORATION

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

PEMBINA VALLEY PIGS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

NIVERVILLE SWINE BREEDERS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

FOREST LANE FARM LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

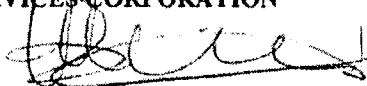
Execution of this Amending Agreement by Farm Credit Canada and Manitoba Agricultural Services Corporation is ONLY for the purpose of affirming sections 10, 11 and 12 above.

FARM CREDIT CANADA

Per: _____

Per: _____

MANITOBA AGRICULTURAL SERVICES CORPORATION

Per: 
L. MARTIN, REGIONAL CREDIT MANAGER

Per: _____

**THIS IS EXHIBIT "31" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 4 DAY OF SEPTEMBER, 2012**



**A NOTARY PUBLIC
in and for the Province of Manitoba**



September 11, 2012

Deloitte & Touche Inc.
360 Main Street
Suite 2300
Winnipeg, MB
R3C 3Z3

Attention: Mr. Steve Peleck
Senior Vice-President

Dear Sirs:

**Re: Proceedings under the *Companies' Creditors Arrangement Act* ("CCAA")
Responsibilities/Obligations and Disclosure with Respect to Cash Flow Projections**

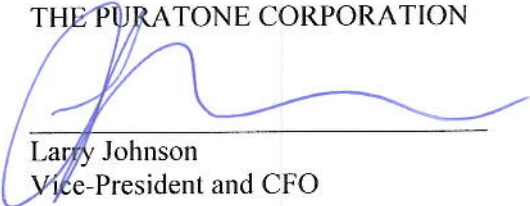
In connection with the application by The Puratone Corporation, Niverville Swine Breeders Ltd., and Pembina Valley Pigs Ltd. (collectively "Puratone" or the "Company") for the commencement of proceedings under the CCAA in respect of the Company, the management of Puratone ("**Management**") has prepared the attached cash flow forecast (the "**Cash Flow Statement**") and the assumptions on which the Cash Flow Statement is based.

Puratone confirms that:

1. The Cash Flow Statement and the underlying assumptions are the responsibility of the Company;
2. All material information relevant to the Cash Flow Statement and to the underlying assumptions has been made available to Deloitte & Touche Inc. in its capacity as Proposed Monitor; and
3. Management has taken all actions that it considers necessary to ensure:
 - a. That individual assumptions underlying the Cash Flow Statement are appropriate in the circumstances; and
 - b. That the individual assumptions underlying the Cash Flow Statement, taken as a whole, are appropriate in the circumstances.

Yours Truly,

THE PURATONE CORPORATION



Larry Johnson
Vice-President and CFO



The Puratone Corporation
13 Week Cash Flow Projection
September 3 through December 2, 2012

Week Start Week End	Notes	Week 1 3-Sep-12 9-Sep-12	Week 2 10-Sep-12 16-Sep-12	Week 3 17-Sep-12 23-Sep-12	Week 4 24-Sep-12 30-Sep-12	Week 5 1-Oct-12 7-Oct-12	Week 6 8-Oct-12 14-Oct-12	Week 7 15-Oct-12 21-Oct-12	Week 8 22-Oct-12 28-Oct-12	Week 9 29-Oct-12 4-Nov-12	Week 10 5-Nov-12 11-Nov-12	Week 11 12-Nov-12 18-Nov-12	Week 12 19-Nov-12 25-Nov-12	Week 13 26-Nov-12 2-Dec-12	Week 1 - 13 Cumulative Totals
Assumptions															
<i>Market Hogs - Hedged</i>															
Shipment Volume	1	500	500	500	500	-	-	-	-	-	-	-	-	-	2,000
Price (CAD)	1	161.50	161.50	161.50	161.50	-	-	-	-	-	-	-	-	-	-
<i>Market Hogs - Non-hedged</i>															
Shipment Volume	2	8,052	7,173	7,606	7,238	7,548	7,131	8,339	8,278	8,310	6,197	7,526	6,982	7,413	97,793
Price (CAD)	3	157.98	159.70	154.00	152.14	149.12	147.66	146.02	148.05	146.91	144.67	141.95	138.99	135.56	-
<i>Feeders</i>															
Shipment Volume	4	2,500	1,900	3,800	-	2,000	1,000	1,000	1,000	-	1,000	6,500	7,300	800	28,800
Price	4	18	18	18	18	18	18	18	18	18	18	58	58	58	-
<i>Iso-weanlings</i>															
Shipment Volume	5	-	-	1,500	-	-	1,500	-	-	1,500	-	-	-	-	4,500
Price (USD)	6	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	-
<i>Exchange Rate</i>															
Estimated rate	7	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99	0.99
Receipts															
<i>Sales</i>															
Market hogs - Hedged	8	89,000	81,000	81,000	81,000	81,000	-	-	-	-	-	-	-	-	413,000
Market hogs - Non-hedged	8	1,175,000	1,272,000	1,146,000	1,171,000	1,101,000	1,125,000	1,053,000	1,218,000	1,226,000	1,221,000	897,000	1,068,000	970,000	14,643,000
Pricing contingency		(126,400)	(135,300)	(122,700)	(125,200)	(118,200)	(112,500)	(105,300)	(121,800)	(122,600)	(122,100)	(89,700)	(106,800)	(97,000)	(1,505,600)
Premium (\$16/hog RWA)		35,200	31,952	28,805	26,084	29,400	30,456	29,955	29,440	29,440	28,960	30,992	27,952	23,552	382,188
Premium (\$5 hog HyLife)		17,705	14,925	14,805	13,670	12,355	12,875	14,205	14,100	13,790	13,505	12,000	20,000	15,115	189,050
Subtotal market hogs		1,190,505	1,264,577	1,147,910	1,166,554	1,105,555	1,055,831	991,860	1,139,740	1,146,630	1,141,365	850,292	1,009,152	911,667	14,121,638
Feeders		9,900	45,000	34,200	68,400	-	36,000	18,000	18,000	18,000	-	18,000	377,000	423,400	1,065,900
Iso-weanlings		9,750	-	-	9,750	-	-	9,750	-	-	9,750	-	-	-	39,000
Gilt sales		-	-	-	47,000	-	-	-	-	47,000	-	-	-	-	94,000
Cull sales		70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,001	70,000	70,000	70,000	910,001
Feed	9	243,750	243,750	243,750	331,750	243,750	243,750	243,750	331,750	243,750	243,750	243,750	243,750	243,750	3,344,750
<i>Other</i>															
Agri-stability	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll recovery		74,600	-	74,600	-	74,600	-	74,600	-	74,600	-	74,600	-	74,600	522,200
Total Receipts		1,598,505	1,623,327	1,570,460	1,693,454	1,493,905	1,405,581	1,407,960	1,559,490	1,599,980	1,464,866	1,256,642	1,699,902	1,723,417	20,097,489
Disbursements															
<i>Operations</i>															
Ingredients costs	11	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	1,194,000	15,522,000
Ingredient cost contingency		119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	119,400	1,552,200
Production input costs	12	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	2,730,000
Operating expenses	13	137,214	163,750	33,750	852,591	137,214	163,750	33,750	716,750	442,307	163,750	33,750	163,750	558,250	3,600,575
Payroll	14	20,900	560,000	20,900	560,000	20,900	560,000	20,900	560,000	20,900	560,000	20,900	680,000	20,900	3,626,300
<i>Restructuring</i>															
Professional fees	15	150,000	150,000	150,000	150,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	1,050,000
KERP		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Financing</i>															
Interest & principal	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP charges		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements		1,831,514	2,397,150	1,728,050	3,085,991	1,731,514	2,297,150	1,628,050	2,850,150	2,036,607	2,297,150	1,628,050	2,417,150	2,152,550	28,081,075
Net Cash Flows		(233,009)	(773,823)	(157,590)	(1,392,537)	(237,608)	(891,569)	(220,090)	(1,290,660)	(436,627)	(832,284)	(371,408)	(717,248)	(429,133)	(7,983,586)
Opening Cash		(12,893,087)	(13,126,096)	(13,899,919)	(14,057,509)	(15,450,046)	(15,687,654)	(16,579,223)	(16,799,313)	(18,089,973)	(18,526,600)	(19,358,884)	(19,730,292)	(20,447,540)	(12,893,087)
Net Cash Flows		(233,009)	(773,823)	(157,590)	(1,392,537)	(237,608)	(891,569)	(220,090)	(1,290,660)	(436,627)	(832,284)	(371,408)	(717,248)	(429,133)	(7,983,586)
Closing Cash (Indebtedness)		(13,126,096)	(13,899,919)	(14,057,509)	(15,450,046)	(15,687,654)	(16,579,223)	(16,799,313)	(18,089,973)	(18,526,600)	(19,358,884)	(19,730,292)	(20,447,540)	(20,876,673)	(20,876,673)
Operating Facility		(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)	(13,000,000)
Temporary Bulge		(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Total Operating Facility		(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)	(14,000,000)
Excess Over Op. Facility		-	-	(7,509)	(1,450,046)	(1,687,654)	(2,579,223)	(2,799,313)	(4,089,973)	(4,526,600)	(5,358,884)	(5,730,292)	(6,447,540)	(6,876,673)	(6,876,673)

Notes

1. Hedged market volumes and prices based on existing Maple Leaf contracts.
2. Market hog production volumes based on TPC production cycle and expected deliveries.
3. Market hog price estimated based on current USDA prices and CME futures prices.
4. Feeder sales expected to be nil, (other than committed contracts) as current and expected prices assume sales are more beneficial at the isowean stage.
5. Based on historical and expected future sales.
6. Based on historical and expected future prices.
7. Based on current exchange rate and CME futures rates
8. Cash receipts for market hog sales received the week after shipment
9. Primarily wholesale and commercial feed receipts based on historical revenue receipts adjusted for expected changes to payments from customers.
10. Assumes Agristability funding is not received during the cash flow period.
11. Based on recent ingredient costs and payments.
12. Estimate of expected purchases based on recent experience and go forward expectations.
13. Estimated based on contractual obligations and historical experience.
14. Estimated based on current payroll and contract payments.
15. Estimated based on expected legal and accounting fees during the projection period.
16. Estimated interest on current and HILLRP financing.

**THIS IS EXHIBIT "32A" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 4 DAY OF SEPTEMBER, 2012**



A NOTARY PUBLIC
in and for the Province of Manitoba

September 10, 2012

The Puratone Corporation
Box 460
Niverville, MB R0A 1E0

Attention: L. Johnson CFO

Dear Sirs:

**Re: Obligations of The Puratone Corporation ("Puratone")
to Bank of Montreal (the "Bank") - Payment Demand**

You are indebted to the Bank for the following amounts as of September 7, 2012 in relation to certain credit facilities provided by the Bank to you pursuant to that certain Amended and Restated Term Sheet dated March 8, 2012 (the "Term Sheet"), accepted by you March 23, 2012:

Facility	Principal Balance	Accrued Interest	Total	Per Diem	Interest Rate
A. Margined Operating Facility	\$12,170,431.68	\$156,786.30	\$12,327,217.98	\$1,840.96	Prime + 1.5%
B. HILLRP 15 Year Credit Term Facility	\$28,163,846.16	\$409,932.19	\$28,573,788.35	\$3,955.59	Prime + 2.0%
Corporate Master Card	\$31,640.63		\$31,640.63	\$15.95	18.4%

The total amount outstanding as at September 7, 2012 is **\$40,932,646.96** (the "Indebtedness").

Events of default have occurred under the Term Sheet.

The Bank hereby demands repayment of the Indebtedness in full, together with interest thereon to date of payment.

This demand shall constitute demand by the Bank under all security held by it on Puratone's property, including, without limitation:

1. Confirmation of Continuing Guarantees and Security dated March 4, 2010
2. Confirmation of Continuing Guarantees and Security dated January 26, 2009
3. Section 427 Bank Act Security dated December 19, 2007
4. Section 427 Bank Act Security dated July 27, 2007
5. Confirmation of Continuing Guarantees and Security dated May 25, 2006
6. Security Agreement dated May 25, 2006
7. General Assignment of Debts dated May 25, 2006
8. Section 427 Bank Act Security dated October 18, 2004

9. Security Agreement dated October 15, 2001
10. General Assignment of Debts dated October 15, 2001
11. Security Agreement dated May 16, 2001
12. General Assignment of Debts dated May 16, 2001
13. Security Agreements and General Assignments of Debts (all dated May 16, 2001) from each of Arborg Feeds Limited, Ritchot Swine Breeders Ltd. and Niverville Feeds Ltd. (Puratone, Arborg Feeds Limited, Niverville Feeds Ltd. and Ritchot Swine Breeders Ltd. amalgamated as "The Puratone Corporation" on October 1, 2001).

Enclosed herewith is Notice of Intent to Realize on Security dated September 10, 2012 pursuant to the *Farm Debt Mediation Act* (Canada).

Also enclosed herewith is Notice of Intention to Enforce Security dated September 10, 2012 pursuant to the *Bankruptcy and Insolvency Act* (Canada). This Notice of Intention to Enforce Security shall be effective, and the 10-day period referred to therein shall begin to run, after the expiration of 15 business days from the date of service of this demand letter.

BANK OF MONTREAL

Per:

Name:

Title:


Greg Fedoryn
Director National Accounts

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the Bankruptcy and Insolvency Act)

To: The Puratone Corporation, an insolvent person

TAKE NOTICE THAT:

1. Bank of Montreal, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All property, assets and undertaking

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

- a) Confirmation of Continuing Guarantees and Security dated March 4, 2010
- b) Confirmation of Continuing Guarantees and Security dated January 26, 2009
- c) Section 427 Bank Act Security dated December 19, 2007
- d) Section 427 Bank Act Security dated July 27, 2007
- e) Confirmation of Continuing Guarantees and Security dated May 25, 2006
- f) Security Agreement dated May 25, 2006
- g) General Assignment of Debts dated May 25, 2006
- h) Section 427 Bank Act Security dated October 18, 2004
- i) Security Agreement dated October 15, 2001
- j) General Assignment of Debts dated October 15, 2001
- k) Security Agreement dated May 16, 2001
- l) General Assignment of Debts dated May 16, 2001
- m) Security Agreements and General Assignments of Debts (all dated May 16, 2001) from each of Arborg Feeds Limited, Ritchot Swine Breeders Ltd. and Niverville Feeds Ltd. (Puratone, Arborg Feeds Limited, Niverville Feeds Ltd. and Ritchot Swine Breeders Ltd. amalgamated as "The Puratone Corporation" on October 1, 2001).

3. The total amount of indebtedness secured by the security is the sum of \$ **40,932,646.96** plus accrued interest from September 7, 2012 to date of payment.

4. This notice was served together with Notice of Intent to Realize on Security under the *Farm Debt Mediation Act* (the "FDMA Notice"). Pursuant to the FDMA Notice, the secured creditor must wait 15 business days (the "FDMA Period") after service of service of the FDMA Notice before beginning action to realize on their security. Under this Notice of Intention to Enforce Security, the secured creditor will not have the right to enforce the security until a further 10 days has passed after the expiration of the FDMA Period, unless the insolvent person consents to an earlier enforcement.

DATED at Winnipeg, Manitoba this 10th day of September, 2012.

BANK OF MONTREAL

Per:

Name: _____


Greg Fedoryn
Director National Accounts



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
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 :

To realize on security given against the assets of:
De réaliser sur la sûreté contre les biens de :

of
domicilié au :

The security being:
La sûreté qui est :

See attached Schedule "A"

(type(s) of security / genre(s) de sûreté)

BANK OF MONTREAL

(name of creditor / nom du créancier)

THE PURATONE CORPORATION

(name of farmer / nom de l'agriculteur(trice))

Box 460, Niverville, MB R0A 1E0

(address / adresse)

on / sur all property and assets of farmer.

(asset(s) / bien(s))

Dated this 10th day of September 2012

at Winnipeg, Manitoba

Bank of Montreal

Per:

G. B... Solicitor
Signature of Secured Creditor or authorized representative
Signature du créancier garanti ou du représentant autorisé

204 957 4669

Printed Creditor Name
Imprimez le nom du créancier

Creditor Phone Number
Numéro de téléphone du créancier

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 / Service de médiation en matière d'endettement agricole
1-866-452-5556

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 AAC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Vous êtes, par la présente, avisé de votre droit de présenter une demande en vertu de l'article 5 de la *Loi sur la médiation en matière d'endettement agricole* en vue d'un examen de vos affaires financières, de la médiation avec vos créanciers et de l'obtention d'une suspension des procédures contre cette action. Sous réserve que vous êtes :

- a) actuellement engagé en agriculture à des fins commerciales;
- b) insolvable, ce qui signifie :
 - que vous ne pouvez vous acquitter de vos obligations au fur et à mesure de leurs échéances; ou
 - que vous ayez cessé de vous acquitter de vos obligations courantes dans le cours ordinaire de vos affaires au fur et à mesure de leurs échéances; ou
 - que la totalité de vos biens n'est 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 ou à échoir.

Le créancier garanti doit attendre 15 jours ouvrables après que cet avis ait été réputé avoir été signifié pour prendre des mesures en vue de réaliser la garantie. Vous pouvez demander une médiation et une suspension des procédures en tout temps, c'est-à-dire avant, pendant ou après les 15 jours ouvrables, en présentant une demande en ce sens au Service de médiation en matière d'endettement agricole.

Le Service de médiation en matière d'endettement agricole offre les services de conseillers financiers compétents en agriculture qui peuvent mener un examen financier et préparer un plan de recouvrement en prévision de votre réunion de médiation. Les services de médiateurs compétents sont offerts pour vous aider ainsi que vos créanciers à conclure un accord satisfaisant pour toutes les parties.

Vous pouvez obtenir les formulaires de demande et un complément d'information sur le service auprès de :

SCHEDULE "A" TO NOTICE OF INTENT TO REALIZE ON SECURITY OF BANK OF MONTREAL TO THE PURATONE CORPORATION.

The Security being:

1. Confirmation of Continuing Guarantees and Security dated March 4, 2010
2. Confirmation of Continuing Guarantees and Security dated January 26, 2009
3. Section 427 Bank Act Security dated December 19, 2007
4. Section 427 Bank Act Security dated July 27, 2007
5. Confirmation of Continuing Guarantees and Security dated May 25, 2006
6. Security Agreement dated May 25, 2006
7. General Assignment of Debts dated May 25, 2006
8. Section 427 Bank Act Security dated October 18, 2004
9. Security Agreement dated October 15, 2001
10. General Assignment of Debts dated October 15, 2001
11. Security Agreement dated May 16, 2001
12. General Assignment of Debts dated May 16, 2001
13. Security Agreements and General Assignments of Debts (all dated May 16, 2001) from each of Arborg Feeds Limited, Ritchot Swine Breeders Ltd. and Niverville Feeds Ltd. (Puratone, Arborg Feeds Limited, Niverville Feeds Ltd. and Ritchot Swine Breeders Ltd. amalgamated as "The Puratone Corporation" on October 1, 2001).

September 10, 2012

Pembina Valley Pigs Ltd.
c/o The Puratone Corporation
Box 460
Niverville, MB R0A 1E0

Attention: L. Johnson CFO

Dear Sir:

**Re: Indebtedness of The Puratone Corporation ("Puratone")
to Bank of Montreal (the "Bank")**

By Guarantee in writing dated July 12, 2007, you guaranteed payment to the Bank of all debts and liabilities of Puratone with interest to accrue after demand.

By letter dated September 10, 2012, and delivered to Puratone today (copy attached), the Bank has demanded repayment in full of the indebtedness of Puratone to the Bank. The total balance outstanding is **\$40,932,646.96** as of September 7, 2012 (the "Indebtedness").

The Bank hereby demands payment from you under your Guarantee of the Indebtedness together with interest thereon at the rate specified in the Guarantee to date of payment.

This demand shall constitute demand by the Bank under all security held by it on your property, including, without limitation:

1. Security Agreement dated July 12, 2007
2. Confirmation of Continuing Guarantees and Security dated March 4, 2010

Enclosed herewith is Notice of Intent to Realize on Security dated September 10, 2012 pursuant to the *Farm Debt Mediation Act* (Canada).

Also enclosed herewith is Notice of Intention to Enforce Security dated September 10, 2012 pursuant to the *Bankruptcy and Insolvency Act* (Canada). This Notice of Intention to Enforce Security shall be effective, and the 10-day period referred to therein shall begin to run, after the expiration of 15 business days from the date of service of this demand letter.

BANK OF MONTREAL

Per: _____

Name: _____

Title: _____

Greg Fedoryn
Director National Accounts

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the Bankruptcy and Insolvency Act)

To: Pembina Valley Pigs Ltd., an insolvent person

TAKE NOTICE THAT:

1. Bank of Montreal, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All property, assets and undertaking

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

- a) Security Agreement dated July 12, 2007
- b) Confirmation of Continuing Guarantees and Security dated March 4, 2010.

3. The total amount of indebtedness secured by the security is the sum of **\$40,932,646.96** plus accrued interest from September 7, 2012 to date of payment.

4. This notice was served together with Notice of Intent to Realize on Security under the *Farm Debt Mediation Act* (the "FDMA Notice"). Pursuant to the FDMA Notice, the secured creditor must wait 15 business days (the "FDMA Period") after service of service of the FDMA Notice before beginning action to realize on their security. Under this Notice of Intention to Enforce Security, the secured creditor will not have the right to enforce the security until a further 10 days has passed after the expiration of the FDMA Period, unless the insolvent person consents to an earlier enforcement.

DATED at Winnipeg, Manitoba this 10th day of September, 2012.

BANK OF MONTREAL

Per: _____

Name: _____

Title: **Greg Fedoryn**
Director National Accounts

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 :

To realize on security given against the assets of:
 De réaliser sur la sûreté contre les biens de :

of
 domicilié au :

The security being:
 La sûreté qui est :

Security Agreement dated July 12, 2007

(type(s) of security / genre(s) de sûreté)

on / sur all property and assets of farmer.

(asset(s) / bien(s))

Confirmation of Continuing Guarantees and Security

dated March 4, 2010

Dated this 10th day of September 2012 at Winnipeg, Manitoba
 Daté ce 10^e jour de septembre 2012 à Winnipeg, Manitoba

Bank of Montreal

Per:

C. B. Buehler Solicitor
 Signature of Secured Creditor or authorized representative
 Signature du créancier garanti ou du représentant autorisé

204 957 4669

Printed Creditor Name
 Imprimez le nom du créancier

Creditor Phone Number
 Numéro de téléphone du créancier

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:

Vous êtes, par la présente, avisé de votre droit de présenter une demande en vertu de l'article 5 de la *Loi sur la médiation en matière d'endettement agricole* en vue d'un examen de vos affaires financières, de la médiation avec vos créanciers et de l'obtention d'une suspension des procédures contre cette action. Sous réserve que vous êtes :

- 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) actuellement engagé en agriculture à des fins commerciales;
- b) insolvable, ce qui signifie :
 - que vous ne pouvez vous acquitter de vos obligations au fur et à mesure de leurs échéances; ou
 - que vous avez cessé de vous acquitter de vos obligations courantes dans le cours ordinaire de vos affaires au fur et à mesure de leurs échéances; ou
 - que la totalité de vos biens n'est 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 ou à échoir.

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.

Le créancier garanti doit attendre 15 jours ouvrables après que cet avis ait été réputé avoir été signifié pour prendre des mesures en vue de réaliser la garantie. Vous pouvez demander une médiation et une suspension des procédures en tout temps, c'est-à-dire avant, pendant ou après les 15 jours ouvrables, en présentant une demande en ce sens au Service de médiation en matière d'endettement agricole.

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.

Le Service de médiation en matière d'endettement agricole offre les services de conseillers financiers compétents en agriculture qui peuvent mener un examen financier et préparer un plan de recouvrement en prévision de votre réunion de médiation. Les services de médiateurs compétents sont offerts pour vous aider ainsi que vos créanciers à conclure un accord satisfaisant pour toutes les parties.

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

Vous pouvez obtenir les formulaires de demande et un complément d'information sur le service auprès de :

Farm Debt Mediation Service / Service de médiation en matière d'endettement agricole
1-866-452-5556

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*.

September 10, 2012

Niverville Swine Breeders Ltd.
c/o The Puratone Corporation
Box 460
Niverville, MB R0A 1E0

Attention: L. Johnson CFO

Dear Sir:

**Re: Indebtedness of The Puratone Corporation ("Puratone")
to Bank of Montreal (the "Bank")**

By Guarantee in writing dated January 26, 2009, you guaranteed payment to the Bank of all debts and liabilities of Puratone with interest to accrue after demand.

By letter dated September 10, 2012, and delivered to Puratone today (copy attached), the Bank has demanded repayment in full of the indebtedness of Puratone to the Bank. The total balance outstanding is **\$40,932,646.96** as of September 7, 2012 (the "Indebtedness").

The Bank hereby demands payment from you under your Guarantee of the Indebtedness together with interest thereon at the rate specified in the Guarantee to date of payment.

This demand shall constitute demand by the Bank under all security held by it on your property, including, without limitation:

1. Confirmation of Continuing Guarantees and Security dated March 4, 2010
2. Security Agreement dated January 26, 2009
3. General Assignment of Debts dated January 26, 2009.
4. Section 427 Bank Act Security dated January 30, 2009
5. Securities Pledge Agreement dated January 26, 2009
6. Demand Collateral Mortgage dated January 26, 2009

Enclosed herewith is Notice of Intent to Realize on Security dated September 10, 2012 pursuant to the *Farm Debt Mediation Act* (Canada).

Also enclosed herewith is Notice of Intention to Enforce Security dated September 10, 2012 pursuant to the *Bankruptcy and Insolvency Act* (Canada). This Notice of Intention to Enforce Security shall be effective, and the 10-day period referred to therein shall begin to run, after the expiration of 15 business days from the date of service of this demand letter.

BANK OF MONTREAL

Per: _____

Name:

Title:


Greg Fedoryn
Director National Accounts

NOTICE OF INTENTION TO ENFORCE SECURITY
(Section 244(1) of the Bankruptcy and Insolvency Act)

To: Niverville Swine Breeders Ltd., an insolvent person

TAKE NOTICE THAT:

1. Bank of Montreal, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

All property, assets and undertaking, including the real property described in the attached Schedule "A".

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

- a) Confirmation of Continuing Guarantees and Security dated March 4, 2010
- b) Security Agreement dated January 26, 2009
- c) General Assignment of Debts dated January 26, 2009.
- d) Section 427 Bank Act Security dated January 30, 2009
- e) Securities Pledge Agreement dated January 26, 2009
- f) Demand Collateral Mortgage dated January 26, 2009

3. The total amount of indebtedness secured by the security is the sum of \$ 40,932,646.96 plus accrued interest from September 7, 2012 to date of payment.

4. This notice was served together with Notice of Intent to Realize on Security under the *Farm Debt Mediation Act* (the "FDMA Notice"). Pursuant to the FDMA Notice, the secured creditor must wait 15 business days (the "FDMA Period") after service of service of the FDMA Notice before beginning action to realize on their security. Under this Notice of Intention to Enforce Security, the secured creditor will not have the right to enforce the security until a further 10 days has passed after the expiration of the FDMA Period, unless the insolvent person consents to an earlier enforcement.

DATED at Winnipeg, Manitoba this 10th day of September, 2012.

BANK OF MONTREAL

Per: _____

Name:

Title:

Greg Fedoryn
Director National Accounts

**SCHEDULE "A" TO NOTICE OF INTENTION TO ENFORCE SECURITY
OF BANK OF MONTREAL
TO NIVERVILLE SWINE BREEDERS LTD.**

Real property legally described as:

NW 1/4 OF SEC 6-6-4 EPM
EXC ELY 66 FEET

N 1/2 OF NW 1/4 10-7-3 EPM
EXC PUBLIC ROAD PLAN 18416 WLTO

WLY 1320 FEET OF SW 1/4 12-7-3 EPM
EXC NLY 1320 FEET

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 :

To realize on security given against the assets of:
 De réaliser sur la sûreté contre les biens de :

of
 domicilié au :

The security being:
 La sûreté qui est :

See attached Schedule "A"

(type(s) of security / genre(s) de sûreté)

on / sur all property and assets of farmer, including real property

(asset(s) / bien(s))

described in attached Schedule "A".

Dated this 10th day of September 2012 at Winnipeg, Manitoba
 Daté ce 10th jour de September 2012 à Winnipeg, Manitoba

Bank of Montreal

Per:

Printed Creditor Name
 Imprimez le nom du créancier

Signature of Secured Creditor or authorized representative
 Signature du créancier garanti ou du représentant autorisé

Creditor Phone Number
 Numéro de téléphone du créancier

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:

Vous êtes, par la présente, avisé de votre droit de présenter une demande en vertu de l'article 5 de la *Loi sur la médiation en matière d'endettement agricole* en vue d'un examen de vos affaires financières, de la médiation avec vos créanciers et de l'obtention d'une suspension des procédures contre cette action. Sous réserve que vous êtes :

- 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) actuellement engagé en agriculture à des fins commerciales;
- b) insolvable, ce qui signifie :
 - que vous ne pouvez vous acquitter de vos obligations au fur et à mesure de leurs échéances; ou
 - que vous ayez cessé de vous acquitter de vos obligations courantes dans le cours ordinaire de vos affaires au fur et à mesure de leurs échéances; ou
 - que la totalité de vos biens n'est 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 ou à échoir.

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.

Le créancier garanti doit attendre 15 jours ouvrables après que cet avis ait été réputé avoir été signifié pour prendre des mesures en vue de réaliser la garantie. Vous pouvez demander une médiation et une suspension des procédures en tout temps, c'est-à-dire avant, pendant ou après les 15 jours ouvrables, en présentant une demande en ce sens au Service de médiation en matière d'endettement agricole.

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.

Le Service de médiation en matière d'endettement agricole offre les services de conseillers financiers compétents en agriculture qui peuvent mener un examen financier et préparer un plan de recouvrement en prévision de votre réunion de médiation. Les services de médiateurs compétents sont offerts pour vous aider ainsi que vos créanciers à conclure un accord satisfaisant pour toutes les parties.

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

Vous pouvez obtenir les formulaires de demande et un complément d'information sur le service auprès de :

Farm Debt Mediation Service / Service de médiation en matière d'endettement agricole
1-866-452-5556

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*.

**SCHEDULE "A" TO NOTICE OF INTENT TO REALIZE ON SECURITY OF BANK
OF MONTREAL TO NIVERVILLE SWINE BREEDERS LTD.**

The Security being:

1. Confirmation of Continuing Guarantees and Security dated March 4, 2010
2. Security Agreement dated January 26, 2009
3. General Assignment of Debts dated January 26, 2009.
4. Section 427 Bank Act Security dated January 30, 2009
5. Securities Pledge Agreement dated January 26, 2009
6. Demand Collateral Mortgage dated January 26, 2009

Real property legally described as:

NW 1/4 OF SEC 6-6-4 EPM
EXC ELY 66 FEET

N 1/2 OF NW 1/4 10-7-3 EPM
EXC PUBLIC ROAD PLAN 18416 WLTO

WLY 1320 FEET OF SW 1/4 12-7-3 EPM
EXC NLY 1320 FEET

**THIS IS EXHIBIT "32B" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 4 DAY OF SEPTEMBER, 2012**


A NOTARY PUBLIC
in and for the Province of Manitoba



MACPHERSON LESLIE
& TYERMAN LLP
LAWYERS

SASKATOON OFFICE:
1500 - 410 22nd Street East
Saskatoon Saskatchewan
Canada S7K 5T6
T: (306) 975-7100
F: (306) 975-7145

September 10, 2012

*Via Regular Mail,
Facsimile: 204.953.7178
and Email: djackson@tmlawyers.com*

Jeffrey M. Lee
Direct Line: (306) 975-7136
E-mail: JMLee@mlt.com

The Puratone Corporation
c/o Taylor McCaffrey LLP
400 St. Mary Avenue, 9th Floor
Winnipeg MB R3C 4K5

Pembina Valley Pigs Ltd.
c/o Taylor McCaffrey LLP
400 St. Mary Avenue, 9th Floor
Winnipeg MB R3C 4K5

Attention: David Jackson

Attention: David Jackson

Dear Sir:

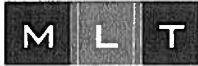
**Re: Farm Credit Canada v. The Puratone Corporation (“Puratone”) and
Pembina Valley Pigs Ltd. (“Pembina”)**

We are solicitors for Farm Credit Canada (“FCC”) in regard to the above-captioned matter.

By means of a Credit Agreement dated February 12, 2010 (the “**Credit Agreement**”), and further pursuant to an Amalgamation Confirmations and Undertakings agreement, FCC made available to Puratone and Pembina (collectively, the “**Debtor**”) a loan in the total aggregate maximum principal amount of Forty-Three Million Dollars (\$43,000,000.00) (the “**Loan**”), the particulars of which Loan were as follows, namely:

- a) FCC Hog Industry Loan Loss Reserve Program loan number 385187 (the “**HILLRP Loan**”) to refinance existing FCC short-term loan number 325342 and all accrued interest on such loan in the maximum principal amount of \$7,000,000.00; and
- b) FCC term loan number 385186 (the “**Term Restructuring Loan**”) in the maximum principal amount of \$36,000,000.00 to consolidate and restructure existing indebtedness owed by Puratone to FCC pursuant to certain term loans, comprised of three draws in the following maximum principal amounts, namely:
 - 1) \$12,000,000.00;
 - 2) \$7,277,088.23; and
 - 3) \$16,722,911.77.

FCC holds real property security in respect of the obligations owed to it by the Debtor pursuant to the Loan and the Credit Agreement in the form of the continuing collateral mortgages granted to FCC by Puratone more particularly set forth and described at Schedule “A” hereto and the continuing collateral mortgages granted to FCC by Pembina more particularly set forth and described at Schedule “B” hereto.



FCC further holds personal property security in respect of the obligations owed to it by the Debtor pursuant to the Loan and the Credit Agreement, including by means of:

- a) a General Security Agreement dated May 3, 2006, whereby Puratone granted to FCC a security interest in all present and after-acquired personal property of Puratone, including, without limitation, all equipment integral to the hog operations located on the real estate security described in the Credit Agreement, including, without limitation, bulk tanks, waterworks, feed mill equipment, feed systems, penning, sow crates and so forth, and all power motors presently owned or after-acquired or reacquired by Puratone, including all proceeds, substitutions and replacements thereof and accessions thereto; and
- b) a General Security Agreement dated November 10, 2007, whereby Pembina granted to FCC a security interest in all present and after-acquired personal property of Pembina.

We have been informed by FCC that the Debtor has defaulted under the Credit Agreement by, among other things:

- a) failing to make payments to FCC pursuant to the Loan and the Credit Agreement; and
- b) the occurrence of one or more events which has caused FCC to deem itself insecure or to believe that the prospect of payment by the Debtor or the performance of any obligation to FCC under the Loan and the Credit Agreement is, or is about to be, impaired.

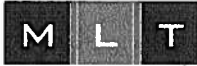
As at August 20, 2012, the total aggregate amount of indebtedness owing by the Debtor to FCC in regard to the Loan was **\$40,358,741.52** (the “**Indebtedness**”), particulars of which are as follows, namely:

- a. HILLRP Loan: \$6,883,217.08 (plus interest accruing at a rate of 5% per annum from and after August 20, 2012);
- b. Term Restructuring Loan: \$33,475,524.44 (comprised of a first draw in the amount of \$11,292,434.53; a second draw in the amount of \$6,848,010.72; and a third draw in the amount of \$15,335,079.19, plus interest accruing at a rate of 2% per annum from and after August 20, 2012).

This letter constitutes formal demand by FCC that the Debtor make payment in full to our office of the outstanding amount of the Indebtedness (plus legal costs and applicable interest accruing from and after August 20, 2012, to the date of payment) **within 10 days of the date of this letter (i.e., on or before September 20, 2012), failing which FCC will avail itself of the appropriate remedies to collect the Indebtedness from the Debtor (without further notice).**

Enclosed for service upon the Debtor is a Notice of Intention to Enforce a Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* and a Notice of Intent to Realize on Security pursuant to section 21 of the *Farm Debt Mediation Act*.

FCC reserves the right to enforce its security sooner than 10 days from now if it deems its security in any way to be endangered or in jeopardy.



This is a serious matter and we trust that the Debtor will give this matter its immediate attention.

Yours truly,

MacPherson Leslie & Tyerman LLP

Per:

A large, stylized handwritten signature in black ink, appearing to read 'Jeffrey M. Lee', is written over the signature line and extends upwards into the text above.
Jeffrey M. Lee

JML:jps

cc Farm Credit Corporation

Schedule A

- (1) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Winnipeg Land Titles Office on May 17, 2006, as No. 3290020 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Arborg Agri-Ventures" – RM of Bifrost
 - The S'yly 1,320 feet perp of SW 1/4 14-23-1 EPM except Water control Works Plan 11119 WLTO (CT#1754080)
 - (B) "ASR Pigs" – RM of La Broquerie
 - Parcel 1: NW 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 2: W'yly 1,320 feet perp of SW 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 3: NE 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 1: SW 1/4 13-5-7 EPM except W'yly 1,320 feet perp and all mines and minerals (CT#1754086)
 - Parcel 2: SE 1/4 13-5-7 EPM except all mines and minerals (CT#1754086)
 - (C) "Birch Bay Pork" – RM of Hanover
 - N'yly 1,329 feet perp of NW 1/4 24-5-5 EPM (CT#1754059)
 - (D) "Emerson Quarantine" – RM of Franklin
 - W'yly 660 feet of S'yly 1,320 feet perp of SW 1/4 2-1-3 EPM (CT#1754068)
 - (E) "Interlake Pura Pork" – RM of Bifrost
 - SE 1/4 23-25-3 EPM except all mines and minerals (CT#1754090)
 - (F) "Interlake Swine Breeders" – RM of Fisher (Parcels 1-2) and LGD of Armstrong (Parcels 3-5)
 - NE 1/4 33-21-1WPM except S 1/2 of E 1/2 of legal subdivision 9 (CT#1796363)
 - NW 1/4 33-21-1WPM (CT#1796366)
 - E 1/2 of N 1/2 of legal subdivision 12 and all of legal subdivision 13 of 34-21-1 WPM (CT#1796369)
 - SW 1/4 4-22-1 WPM (CT#1787175)
 - SE 1/4 4-22-1 WPM except all mines and minerals (CT#1796361)
 - (G) "Interlake Weanlings" – LGD of Armstrong
 - S'yly 1,320 feet perp of SE 1/4-21-3 EPM (CT#1754094)
 - NE 1/4 21-21-3 EPM (CT#1754097)
 - NE 1/4 20-21-3 EPM (CT#1754098)
 - E 1/2 of SE 1/4 29-21-3 EPM except all mines and minerals (CT#2025527)
 - NE 1/4 29-21-3 EPM except all mines and minerals (CT# 2025532)
 - W 1/2 of SE 1/4 29-21-3 EPM except all mines and minerals (CT#2025531)
 - (H) "Marquette Feeders" – RM of Woodlands
 - The N'yly 1,326 feet perp of the NE 1/4 of section 4-13-2 WPM (CT#2321848)
 - (I) "Pork Place" – RM of Hanover
 - W'yly 528 feet of NW 1/4 34-7-4 EPM except
Firstly: Water Control Works Plan 10730 WLTO and
Secondly: Road Plan 12319 WLTO (CT#1754111)
 - (J) "Post Road Ventures" – RM Rhineland
 - N 1/2 of NW 1/4 6-1-1 EPM, except S'yly 180 feet of W'yly 363 feet (CT#1754071)
 - (K) "Ritchot Swine Breeders" – RM of Ritchot
 - Parcel 1: N 1/2 of NW 1/4 30-8-4 EPM WLTO except:
Firstly: The W'yly 100 feet
Secondly: The E'yly 66 feet
Thirdly: Road and Water Control Works Plan 7228 WLTO
Fourthly: All that portion contained within the following limits:
Commencing at a point in the Northern limit of said NW 1/4, distant
E'yly thereon 100 feet from the Western limit of said NW 1/4,
Thence S'yly, parallel with said Western limit, 417 feet
Thence E'yly, parallel with said Northern limit, 208.5 feet

Thence N'y, parallel with said Western limit to said Northern limit
Thence W'y. along said Northern limit to the point of commencement; and
Fifthly: all mines and minerals as set forth in Instrument No. 754921 WLTO

- Parcel 2: The N'y 123.5 feet perp of the S 1/2 of said NW 1/4 except out of Parcel 2, Firstly: The W'y 100 feet
Secondly: The E'y 66 feet, and
Thirdly: All mines and minerals as set forth in Instrument No. 754921 WLTO
 - Parcel 3: All that portion of said NW 1/4, contained within the following limits:
Commencing at a point in the Northern limit of said NW 1/4, distant E'y thereon 100 feet from the Western limit of said NW 1/4, thence S'y, parallel with said Western limit, 417 feet thence E'y, parallel with said Northern limit, 208.5 feet thence N'y, parallel with said Western limit, to said Northern limit thence W'y, along said Northern limit, to the point of commencement out of Parcel 3 except all mines and minerals (CT#1835755)
- (L) "Select Genetics Boar Stud" – RM of Rockwood
- NW 1/4 29-13-3 EPM except Public Road Plan 12597 WLTO (CT#1754062)
- (M) "Shelly's Hog Farm" – RM of Hanover
- NE 1/4 25-5-5 EPM except Firstly: Drain Plan 7865 WLTO and
Secondly: E'y 1,320 feet perp and
Thirdly: All mines and minerals (CT#1754102)
 - E'y 1,320 feet perp of NE 1/4 25-5-5 EPM except
Firstly: Drain Plan 7865 WLTO and
Secondly: All mines and minerals (CT#1754099)
 - SE 1/4 25-5-5 EPM except:
Firstly: N'y 468 feet of E'y 468 feet and
Secondly: All mines and minerals (CT#1754107)
- (N) "Silver Rock Pork" – RM of Hanover
- S'y 1,320 feet perp of SE 1/4 6-6-5 EPM (CT#1754114)
 - SE 1/4 6-6-5 EPM except S'y 1,320 feet (CT#1754115)
- (O) "Vita Select Genetics" – RM of Stuartburne
- NE 1/4 32-2-7 EPM except all mines and minerals (CT#1754129)
- (P) "Arbora Feeds" – RM of Bifrost
- Lot 1 Plan 43542 WLTO except all mines and as set forth in the original grant from the Crown in Lots 46 and 47-22-2 EPM (CT#2069109)
- (Q) "Niverville Feeds" – Town of Niverville
- Parcel 1 Plan 11869 WLTO
except Road Plan 16506 WLTO in SE 1/4 31-7-4 EPM (CT#1800287)
- (2) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Morden Land Titles Office on May 16, 2006, as No. 1099278 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Kaleida Pork" – RM of Pembina
- S'y 850 feet perp of the W'y 1,700 feet perp of SW 1/4 16-2-8 WPM MLTO (CT #1752772)
- (B) "Prairie Grass Pork" – RM of Rhineland
- E 1/2 of SW 1/4 29-3-3 WPM except all mines and minerals (CT #1752773)
- (C) "Winkler Pura Pork" – RM of Stanley
- N'y 1320 feet perp of SW 1/4 6-4-4 WPM except Public Road Plan 587 MLTO and 1544 MLTO (CT#2402487)
- (3) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Morden Land Titles Office on November 16, 2007, as No. 1117573 encompassing the following parcel in the name of The Puratone Corporation:
- (A) "Winkler Feeds" – City of Winkler, RM of Stanley
- Lot 1 Plan 33290 MLTO in NE 1/4 4-3-4 WPM (CT #2282014)

(4) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Dauphin Land Titles Office on May 16, 2006, as No. 1050685 encompassing the following parcels in the name of The Puratone Corporation:

(A) "Dauphin Pura Pork" – RM of Dauphin

- NW 1/4 23-25-20 WPM except CNR Plan 306 DLTO (CT#175270)

Schedule B

- (1) A Continuing Collateral Mortgage securing repayment of the principal sum of \$7,500,000 registered in the Morden Land Titles Office on June 5, 2007, as No. 1111263 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Border Bacon Growers Ltd." – RM of Louise
 - NE 1/4 11-1-11 WPM excepting thereout Firstly - all mines and minerals as set forth in the original grant from the crown Secondly - Public Road Plan 538 MLTO (CT # 2229686)
 - (B) "K Line Management Ltd." – RM of Stanley
 - All that portion of the W'y 1,380 feet perp of SW 1/4 13-2-4 WPM which lies to the south of a line drawn E'y at right angles to the western limit of said quarter section from a point in the same distant thereon 1,320 feet from the southern limit of said quarter section (CT #2229689)
 - (C) "Killamey Shamrock Genetics Ltd." – RM of Turtle Mountain
 - Parcel I: SE 1/4 24-3-16 WPM Excepting - All mines and minerals as set forth in Transfer 82605 MLTO
 - Parcel II: SE 1/4 25-3-16 WPM Excepting - All mines and minerals vested in the Crown (Manitoba) by The Real Property Act (CT #2229694)
 - (D) "Rosenfeld Piglets Ltd." – RM of Rhineland
 - W 1/2 of NW 1/4 23-3-1 WPM Excepting thereout - Public drain plan 293 MLTO (CT # 2229700)
 - The N 1/2 of SE 1/4 23-3-1 WPM Excepting thereout - All mines and minerals as set forth in transfer 84147 MLTO (CT #2229698)
 - (E) "Genetics West" – RM of Stanley
 - a Lot 1 Plan 42020 MLTO in NW 1/4 4-2-4 WPM (CT #2229692)
- (2) A Continuing Collateral Mortgage securing repayment of the principal sum of \$7,500,000 registered in the Winnipeg Land Titles Office on June 5, 2007, as No. 3460296 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Southman Pork Producers Ltd." – RM of Montcalm
 - SE 1/4 8-2-1 EPM Except Firstly: N'y 1,485 feet and Secondly: All mines and minerals, which without limiting the generality thereof, shall include valuable stone (CT #2231170)
- (3) A Mortgage securing repayment of the principal sum of \$1,500,000 registered in the Morden Land Titles Office on September 3, 1997, as No. 97-6923 and amended on February 14, 1998, as No. 1002591 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Premium Pie Producers Ltd." – RM of Pembina
 - The S'y 1,320 feet perp of W'y 1,320 feet perp of SW 1/4 16-1-7 WPM Excepting Firstly—All mines and minerals as set forth in transfer 93443 MLTO Secondly—Public road plan 651 MLTO (CT #2259329)
- (4) A Mortgage securing repayment of the principal sum of \$1,660,000 registered in the Morden Land Titles Office on September 14, 1998, as No. 1010791 encompassing the following parcel in the name of Pembina Valley Pigs Ltd.:
- (A) "Darling Pigs" – RM of Pembina
 - SW 1/4 28-1-7 WPM Excepting thereout Firstly—Public road Plan 651 MLTO Secondly—All mines and minerals as set forth in the original grant from the crown (CT #2259328).

Notice of Intention to Enforce A Security
(Subsection 244 of the *Bankruptcy and Insolvency Act*)

TO: The Puratone Corporation and Pembina Valley Pigs Ltd. (collectively, the "Insolvent Person")

TAKE NOTICE THAT:

1. Farm Credit Canada ("FCC"), a secured creditor, intends to enforce its security on the Insolvent Person's property described below:
 - (a) In regard to The Puratone Corporation:
 - (i) all present and after-acquired personal property of The Puratone Corporation, including, without limitation, all equipment integral to the hog operations located on the real estate security described in the Credit Agreement, including, without limitation, bulk tanks, waterworks, feed mill equipment, feed systems, penning, sow crates and so forth, and all power motors presently owned or after-acquired or reacquired by The Puratone Corporation, including all proceeds, substitutions and replacements thereof and accessions thereto; and
 - (ii) all right, title and interest in and to the real property listed at Schedule "A" hereto.
 - (b) In regard to Pembina Valley Pigs Ltd.:
 - (i) all present and after-acquired personal property of Pembina Valley Pigs Ltd.; and
 - (ii) all right, title and interest in and to the real property listed at Schedule "B" hereto.
2. The security that is to be enforced is in the form of:
 - (a) In regard to The Puratone Corporation:
 - (i) a General Security Agreement dated May 3, 2006, granting a general security interest to FCC in the personal property of The Puratone Corporation described at paragraph 1(a) hereof; and
 - (ii) the continuing collateral mortgages granted to FCC by The Puratone Corporation more particularly set forth and described at Schedule "A" hereto.
 - (b) In regard to Pembina Valley Pigs Ltd.:

- (i) a General Security Agreement dated November 10, 2007, granting a general security interest to FCC in the personal property of Pembina Valley Pigs Ltd. described at paragraph 1(b) hereof; and
 - (ii) the continuing collateral mortgages granted to FCC by Pembina Valley Pigs Ltd. more particularly set forth and described at Schedule "B" hereto.
3. The total amount of indebtedness secured by the security as at August 20, 2012, is **\$40,358,741.52**, plus legal costs and interest to the date of payment.
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 Saskatoon, Saskatchewan, this 10th day of September, 2012.

FARM CREDIT CANADA, by its solicitors and authorized agents, MacPherson Leslie & Tyerman LLP

Per: _____

Schedule A

- (1) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Winnipeg Land Titles Office on May 17, 2006, as No. 3290020 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Arborg Agri-Ventures" – RM of Bifrost
 - The S'yly 1,320 feet perp of SW 1/4 14-23-1 EPM except Water control Works Plan 11119 WLTO (CT#1754080)
 - (B) "ASR Pigs" – RM of La Broquerie
 - Parcel 1: NW 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 2: W'yly 1,320 feet perp of SW 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 3: NE 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 1: SW 1/4 13-5-7 EPM except W'yly 1,320 feet perp and all mines and minerals (CT#1754086)
 - Parcel 2: SE 1/4 13-5-7 EPM except all mines and minerals (CT#1754086)
 - (C) "Birch Bay Pork" – RM of Hanover
 - N'yly 1,329 feet perp of NW 1/4 24-5-5 EPM (CT#1754059)
 - (D) "Emerson Quarantine" – RM of Franklin
 - W'yly 660 feet of S'yly 1,320 feet perp of SW 1/4 2-1-3 EPM (CT#1754068)
 - (E) "Interlake Pura Pork" – RM of Bifrost
 - SE 1/4 23-25-3 EPM except all mines and minerals (CT#1754090)
 - (F) "Interlake Swine Breeders" – RM of Fisher (Parcels 1-2) and LGD of Armstrong (Parcels 3-5)
 - NE 1/4 33-21-1WPM except S 1/2 of E 1/2 of legal subdivision 9 (CT#1796363)
 - NW 1/4 33-21-1WPM (CT#1796366)
 - E 1/2 of N 1/2 of legal subdivision 12 and all of legal subdivision 13 of 34-21-1 WPM (CT#1796369)
 - SW 1/4 4-22-1 WPM (CT#1787175)
 - SE 1/4 4-22-1 WPM except all mines and minerals (CT#1796361)
 - (G) "Interlake Weanlings" – LGD of Armstrong
 - S'yly 1,320 feet perp of SE 1/4-21-3 EPM (CT#1754094)
 - NE 1/4 21-21-3 EPM (CT#1754097)
 - NE 1/4 20-21-3 EPM (CT#1754098)
 - E 1/2 of SE 1/4 29-21-3 EPM except all mines and minerals (CT#2025527)
 - NE 1/4 29-21-3 EPM except all mines and minerals (CT# 2025532)
 - W 1/2 of SE 1/4 29-21-3 EPM except all mines and minerals (CT#2025531)
 - (H) "Marquette Feeders" – RM of Woodlands
 - The N'yly 1,326 feet perp of the NE 1/4 of section 4-13-2 WPM (CT#2321848)
 - (I) "Pork Place" – RM of Hanover
 - W'yly 528 feet of NW 1/4 34-7-4 EPM except
Firstly: Water Control Works Plan 10730 WLTO and
Secondly: Road Plan 12319 WLTO (CT#1754111)
 - (J) "Post Road Ventures" – RM Rhineland
 - N 1/2 of NW 1/4 6-1-1 EPM, except S'yly 180 feet of W'yly 363 feet (CT#1754071)
 - (K) "Ritchot Swine Breeders" – RM of Ritchot
 - Parcel 1: N 1/2 of NW 1/4 30-8-4 EPM WLTO except:
Firstly: The W'yly 100 feet
Secondly: The E'yly 66 feet
Thirdly: Road and Water Control Works Plan 7228 WLTO
Fourthly: All that portion contained within the following limits:
Commencing at a point in the Northern limit of said NW 1/4, distant
E'yly thereon 100 feet from the Western limit of said NW 1/4,
Thence S'yly, parallel with said Western limit, 417 feet
Thence E'yly, parallel with said Northern limit, 208.5 feet

- Thence N'y, parallel with said Western limit to said Northern limit
 Thence W'y, along said Northern limit to the point of commencement; and
 Fifthly: all mines and minerals as set forth in Instrument No. 754921 WLTO
- Parcel 2: The N'y 123.5 feet perp of the S 1/2 of said NW 1/4 except out of Parcel 2, Firstly: The W'y 100 feet
 Secondly: The E'y 66 feet, and
 Thirdly: All mines and minerals as set forth in Instrument No. 754921 WLTO
 - Parcel 3: All that portion of said NW 1/4, contained within the following limits:
 Commencing at a point in the Northern limit of said NW 1/4, distant E'y thereon 100 feet from the Western limit of said NW 1/4, thence S'y, parallel with said Western limit, 417 feet thence E'y, parallel with said Northern limit, 208.5 feet thence N'y, parallel with said Western limit, to said Northern limit thence W'y, along said Northern limit, to the point of commencement out of Parcel 3 except all mines and minerals (CT#1835755)
- (L) "Select Genetics Boar Stud" – RM of Rockwood
- NW 1/4 29-13-3 EPM except Public Road Plan 12597 WLTO (CT#1754062)
- (M) "Shelly's Hog Farm" – RM of Hanover
- NE 1/4 25-5-5 EPM except Firstly: Drain Plan 7865 WLTO and
 Secondly: E'y 1,320 feet perp and
 Thirdly: All mines and minerals (CT#1754102)
 - E'y 1,320 feet perp of NE 1/4 25-5-5 EPM except
 Firstly: Drain Plan 7865 WLTO and
 Secondly: All mines and minerals (CT#1754099)
 - SE 1/4 25-5-5 EPM except:
 Firstly: N'y 468 feet of E'y 468 feet and
 Secondly: All mines and minerals (CT#1754107)
- (N) "Silver Rock Pork" – RM of Hanover
- S'y 1,320 feet perp of SE 1/4 6-6-5 EPM (CT#1754114)
 - SE 1/4 6-6-5 EPM except S'y 1,320 feet (CT#1754115)
- (O) "Vita Select Genetics" – RM of Stuartburne
- NE 1/4 32-2-7 EPM except all mines and minerals (CT#1754129)
- (P) "Arbora Feeds" – RM of Bifrost
- Lot 1 Plan 43542 WLTO except all mines and as set forth in the original grant from the Crown in Lots 46 and 47-22-2 EPM (CT#2069109)
- (Q) "Niverville Feeds" – Town of Niverville
- Parcel 1 Plan 11869 WLTO
 except Road Plan 16506 WLTO in SE 1/4 31-7-4 EPM (CT#1800287)
- (2) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Morden Land Titles Office on May 16, 2006, as No. 1099278 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Kaleida Pork" – RM of Pembina
- S'y 850 feet perp of the W'y 1,700 feet perp of SW 1/4 16-2-8 WPM MLTO (CT #1752772)
- (B) "Prairie Grass Pork" – RM of Rhineland
- E 1/2 of SW 1/4 29-3-3 WPM except all mines and minerals (CT #1752773)
- (C) "Winkler Pura Pork" – RM of Stanley
- N'y 1320 feet perp of SW 1/4 6-4-4 WPM except Public Road Plan 587 MLTO and 1544 MLTO (CT#2402487)
- (3) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Morden Land Titles Office on November 16, 2007, as No. 1117573 encompassing the following parcel in the name of The Puratone Corporation:
- (A) "Winkler Feeds" – City of Winkler, RM of Stanley
- Lot 1 Plan 33290 MLTO in NE 1/4 4-3-4 WPM (CT #2282014)

- (4) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Dauphin Land Titles Office on May 16, 2006, as No. 1050685 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Dauphin Pura Pork" – RM of Dauphin
- NW 1/4 23-25-20 WPM except CNR Plan 306 DLTO (CT#175270)

Schedule B

- (1) A Continuing Collateral Mortgage securing repayment of the principal sum of \$7,500,000 registered in the Morden Land Titles Office on June 5, 2007, as No. 1111263 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Border Bacon Growers Ltd." – RM of Louise
 - NE 1/4 11-1-11 WPM excepting thereout Firstly - all mines and minerals as set forth in the original grant from the crown Secondly - Public Road Plan 538 MLTO (CT # 2229686)
 - (B) "K Line Management Ltd." – RM of Stanley
 - All that portion of the W'y 1,380 feet perp of SW 1/4 13-2-4 WPM which lies to the south of a line drawn E'y at right angles to the western limit of said quarter section from a point in the same distant thereon 1,320 feet from the southern limit of said quarter section (CT #2229689)
 - (C) "Killamey Shamrock Genetics Ltd." – RM of Turtle Mountain
 - Parcel I: SE 1/4 24-3-16 WPM Excepting - All mines and minerals as set forth in Transfer 82605 MLTO
 - Parcel II: SE 1/4 25-3-16 WPM Excepting - All mines and minerals vested in the Crown (Manitoba) by The Real Property Act (CT #2229694)
 - (D) "Rosenfeld Piglets Ltd." – RM of Rhineland
 - W 1/2 of NW 1/4 23-3-1 WPM Excepting thereout - Public drain plan 293 MLTO (CT # 2229700)
 - The N 1/2 of SE 1/4 23-3-1 WPM Excepting thereout - All mines and minerals as set forth in transfer 84147 MLTO (CT #2229698)
 - (E) "Genetics West" – RM of Stanley
 - a Lot 1 Plan 42020 MLTO in NW 1/4 4-2-4 WPM (CT #2229692)
- (2) A Continuing Collateral Mortgage securing repayment of the principal sum of \$7,500,000 registered in the Winnipeg Land Titles Office on June 5, 2007, as No. 3460296 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Southman Pork Producers Ltd." – RM of Montcalm
 - SE 1/4 8-2-1 EPM Except Firstly: N'y 1,485 feet and Secondly: All mines and minerals, which without limiting the generality thereof, shall include valuable stone (CT #2231170)
- (3) A Mortgage securing repayment of the principal sum of \$1,500,000 registered in the Morden Land Titles Office on September 3, 1997, as No. 97-6923 and amended on February 14, 1998, as No. 1002591 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Premium Pie Producers Ltd." – RM of Pembina
 - The S'y 1,320 feet perp of W'y 1,320 feet perp of SW 1/4 16-1-7 WPM Excepting
Firstly—All mines and minerals as set forth in transfer 93443 MLTO
Secondly—Public road plan 651 MLTO (CT #2259329)
- (4) A Mortgage securing repayment of the principal sum of \$1,660,000 registered in the Morden Land Titles Office on September 14, 1998, as No. 1010791 encompassing the following parcel in the name of Pembina Valley Pigs Ltd.:
- (A) "Darling Pigs" – RM of Pembina
 - SW 1/4 28-1-7 WPM Excepting thereout
Firstly – Public road Plan 651 MLTO
Secondly –All mines and minerals as set forth in the original grant from the crown (CT #2259328).

FORM 4.1

Agriculture and Agri-Food Canada
Farm Debt Mediation Service

NOTICE OF INTENT TO REALIZE ON SECURITY
Section 21 of the *Farm Debt Mediation Act*

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

Farm Credit Canada
(name of creditor)

To realize on security given against the assets of:

**The Puratone Corporation and
Pembina Valley Pigs Ltd.**
(name of farmer)

of:
Box 460, Niverville MB R0A 1E0
(address)

The security being:

See attached Schedule "1"

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 a 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 Farm Debt Mediation Service 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:

Farm Debt Mediation Service
401 – 1800 Hamilton Street
REGINA SK S4P 4K7
(866) 452-5556 or (306) 780-5544
Fax: (306) 780-7353

Dated this 20th day of September, 2012, at the City of Saskatoon, Saskatchewan.

Farm Credit Canada
Contact: Ron Luba

MacPHERSON LESLIE & TYERMAN LLP, Solicitors & Authorized Agents
for Farm Credit Canada

Per: _____
Signature of Secured Creditor or authorized representative

(306) 780-7732
Creditor Phone Number

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*.

Copy: 1 Farmer 2 Farm Debt Review Board 3 Creditor

SCHEDULE "1"

SECURITY

1. In regard to The Puratone Corporation:
 - a) a General Security Agreement dated May 3, 2006, granting a general security interest to FCC in all present and after-acquired personal property of The Puratone Corporation, including, without limitation, all equipment integral to the hog operations located on the real estate security described in the Credit Agreement, including, without limitation, bulk tanks, waterworks, feed mill equipment, feed systems, penning, sow crates and so forth, and all power motors presently owned or after-acquired or reacquired by The Puratone Corporation, including all proceeds, substitutions and replacements thereof and accessions thereto; and
 - b) the continuing collateral mortgages granted to FCC by The Puratone Corporation more particularly set forth and described at Schedule "A" hereto.

2. In regard to Pembina Valley Pigs Ltd.:
 - a) a General Security Agreement dated November 10, 2007, granting a general security interest to FCC in all present and after-acquired personal property of Pembina Valley Pigs Ltd.; and
 - b) the continuing collateral mortgages granted to FCC by Pembina Valley Pigs Ltd. more particularly set forth and described at Schedule "B" hereto.

Schedule A

- (1) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Winnipeg Land Titles Office on May 17, 2006, as No. 3290020 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Arborg Agri-Ventures" – RM of Bifrost
 - The S'yly 1,320 feet perp of SW 1/4 14-23-1 EPM except Water control Works Plan 11119 WLTO (CT#1754080)
 - (B) "ASR Pigs" – RM of La Broquerie
 - Parcel 1: NW 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 2: W'yly 1,320 feet perp of SW 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 3: NE 1/4 13-5-7 EPM except all mines and minerals (CT#1754082)
 - Parcel 1: SW 1/4 13-5-7 EPM except W'yly 1,320 feet perp and all mines and minerals (CT#1754086)
 - Parcel 2: SE 1/4 13-5-7 EPM except all mines and minerals (CT#1754086)
 - (C) "Birch Bay Pork" – RM of Hanover
 - N'yly 1,329 feet perp of NW 1/4 24-5-5 EPM (CT#1754059)
 - (D) "Emerson Quarantine" – RM of Franklin
 - W'yly 660 feet of S'yly 1,320 feet perp of SW 1/4 2-1-3 EPM (CT#1754068)
 - (E) "Interlake Pura Pork" – RM of Bifrost
 - SE 1/4 23-25-3 EPM except all mines and minerals (CT#1754090)
 - (F) "Interlake Swine Breeders" – RM of Fisher (Parcels 1-2) and LGD of Armstrong (Parcels 3-5)
 - NE 1/4 33-21-1WPM except S 1/2 of E 1/2 of legal subdivision 9 (CT#1796363)
 - NW 1/4 33-21-1WPM (CT#1796366)
 - E 1/2 of N 1/2 of legal subdivision 12 and all of legal subdivision 13 of 34-21-1 WPM (CT#1796369)
 - SW 1/4 4-22-1 WPM (CT#1787175)
 - SE 1/4 4-22-1 WPM except all mines and minerals (CT#1796361)
 - (G) "Interlake Wearlings" – LGD of Armstrong
 - S'yly 1,320 feet perp of SE 1/4-21-3 EPM (CT#1754094)
 - NE 1/4 21-21-3 EPM (CT#1754097)
 - NE 1/4 20-21-3 EPM (CT#1754098)
 - E 1/2 of SE 1/4 29-21-3 EPM except all mines and minerals (CT#2025527)
 - NE 1/4 29-21-3 EPM except all mines and minerals (CT# 2025532)
 - W 1/2 of SE 1/4 29-21-3 EPM except all mines and minerals (CT#2025531)
 - (H) "Marquette Feeders" – RM of Woodlands
 - The N'yly 1,326 feet perp of the NE 1/4 of section 4-13-2 WPM (CT#2321848)
 - (I) "Pork Place" – RM of Hanover
 - W'yly 528 feet of NW 1/4 34-7-4 EPM except
Firstly: Water Control Works Plan 10730 WLTO and
Secondly: Road Plan 12319 WLTO (CT#1754111)
 - (J) "Post Road Ventures" – RM Rhineland
 - N 1/2 of NW 1/4 6-1-1 EPM, except S'yly 180 feet of W'yly 363 feet (CT#1754071)
 - (K) "Ritchot Swine Breeders" – RM of Ritchot
 - Parcel 1: N 1/2 of NW 1/4 30-8-4 EPM WLTO except:
Firstly: The W'yly 100 feet
Secondly: The E'yly 66 feet
Thirdly: Road and Water Control Works Plan 7228 WLTO
Fourthly: All that portion contained within the following limits:
Commencing at a point in the Northern limit of said NW 1/4, distant
E'yly thereon 100 feet from the Western limit of said NW 1/4,
Thence S'yly, parallel with said Western limit, 417 feet
Thence E'yly, parallel with said Northern limit, 208.5 feet

- Thence N'y, parallel with said Western limit to said Northern limit
 Thence W'y, along said Northern limit to the point of commencement; and
 Fifthly: all mines and minerals as set forth in Instrument No. 754921 WLTO
- Parcel 2: The N'y 123.5 feet perp of the S 1/2 of said NW 1/4 except out of Parcel 2, Firstly: The W'y 100 feet
 Secondly: The E'y 66 feet, and
 Thirdly: All mines and minerals as set forth in Instrument No. 754921 WLTO
 - Parcel 3: All that portion of said NW 1/4, contained within the following limits:
 Commencing at a point in the Northern limit of said NW 1/4, distant E'y thereon 100 feet from the Western limit of said NW 1/4, thence S'y, parallel with said Western limit, 417 feet thence E'y, parallel with said Northern limit, 208.5 feet thence N'y, parallel with said Western limit, to said Northern limit thence W'y, along said Northern limit, to the point of commencement out of Parcel 3 except all mines and minerals (CT#1835755)
- (L) "Select Genetics Boar Stud" – RM of Rockwood
- NW 1/4 29-13-3 EPM except Public Road Plan 12597 WLTO (CT#1754062)
- (M) "Shelly's Hog Farm" – RM of Hanover
- NE 1/4 25-5-5 EPM except Firstly: Drain Plan 7865 WLTO and
 Secondly: E'y 1,320 feet perp and
 Thirdly: All mines and minerals (CT#1754102)
 - E'y 1,320 feet perp of NE 1/4 25-5-5 EPM except
 Firstly: Drain Plan 7865 WLTO and
 Secondly: All mines and minerals (CT#1754099)
 - SE 1/4 25-5-5 EPM except:
 Firstly: N'y 468 feet of E'y 468 feet and
 Secondly: All mines and minerals (CT#1754107)
- (N) "Silver Rock Pork" – RM of Hanover
- S'y 1,320 feet perp of SE 1/4 6-6-5 EPM (CT#1754114)
 - SE 1/4 6-6-5 EPM except S'y 1,320 feet (CT#1754115)
- (O) "Vita Select Genetics" – RM of Stuartburne
- NE 1/4 32-2-7 EPM except all mines and minerals (CT#1754129)
- (P) "Arbora Feeds" – RM of Bifrost
- Lot 1 Plan 43542 WLTO except all mines and as set forth in the original grant from the Crown in Lots 46 and 47-22-2 EPM (CT#2069109)
- (Q) "Niverville Feeds" – Town of Niverville
- Parcel 1 Plan 11869 WLTO
 except Road Plan 16506 WLTO in SE 1/4 31-7-4 EPM (CT#1800287)
- (2) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Morden Land Titles Office on May 16, 2006, as No. 1099278 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Kaleida Pork" – RM of Pembina
- S'y 850 feet perp of the W'y 1,700 feet perp of SW 1/4 16-2-8 WPM MLTO (CT #1752772)
- (B) "Prairie Grass Pork" – RM of Rhineland
- E 1/2 of SW 1/4 29-3-3 WPM except all mines and minerals (CT #1752773)
- (C) "Winkler Pura Pork" – RM of Stanley
- N'y 1320 feet perp of SW 1/4 6-4-4 WPM except Public Road Plan 587 MLTO and 1544 MLTO (CT#2402487)
- (3) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Morden Land Titles Office on November 16, 2007, as No. 1117573 encompassing the following parcel in the name of The Puratone Corporation:
- (A) "Winkler Feeds" – City of Winkler, RM of Stanley
- Lot 1 Plan 33290 MLTO in NE 1/4 4-3-4 WPM (CT #2282014)

- (4) A Continuing Collateral Mortgage securing repayment of the principal sum of \$35,000,000 registered in the Dauphin Land Titles Office on May 16, 2006, as No. 1050685 encompassing the following parcels in the name of The Puratone Corporation:
- (A) "Dauphin Pura Pork" – RM of Dauphin
- NW 1/4 23-25-20 WPM except CNR Plan 306 DLTO (CT#175270)

Schedule B

- (1) A Continuing Collateral Mortgage securing repayment of the principal sum of \$7,500,000 registered in the Morden Land Titles Office on June 5, 2007, as No. 1111263 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Border Bacon Growers Ltd." – RM of Louise
 - NE 1/4 11-1-11 WPM excepting thereout Firstly - all mines and minerals as set forth in the original grant from the crown Secondly - Public Road Plan 538 MLTO (CT # 2229686)
 - (B) "K Line Management Ltd." – RM of Stanley
 - All that portion of the W'y 1,380 feet perp of SW 1/4 13-2-4 WPM which lies to the south of a line drawn E'y at right angles to the western limit of said quarter section from a point in the same distant thereon 1,320 feet from the southern limit of said quarter section (CT #2229689)
 - (C) "Killarney Shamrock Genetics Ltd." – RM of Turtle Mountain
 - Parcel I: SE 1/4 24-3-16 WPM Excepting - All mines and minerals as set forth in Transfer 82605 MLTO
 - Parcel II: SE 1/4 25-3-16 WPM Excepting - All mines and minerals vested in the Crown (Manitoba) by The Real Property Act (CT #2229694)
 - (D) "Rosenfeld Piglets Ltd." – RM of Rhineland
 - W 1/2 of NW 1/4 23-3-1 WPM Excepting thereout - Public drain plan 293 MLTO (CT #2229700)
 - The N 1/2 of SE 1/4 23-3-1 WPM Excepting thereout - All mines and minerals as set forth in transfer 84147 MLTO (CT #2229698)
 - (E) "Genetics West" – RM of Stanley
 - a Lot 1 Plan 42020 MLTO in NW 1/4 4-2-4 WPM (CT #2229692)
- (2) A Continuing Collateral Mortgage securing repayment of the principal sum of \$7,500,000 registered in the Winnipeg Land Titles Office on June 5, 2007, as No. 3460296 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Southman Pork Producers Ltd." – RM of Montcalm
 - SE 1/4 8-2-1 EPM Except Firstly: N'y 1,485 feet and Secondly: All mines and minerals, which without limiting the generality thereof, shall include valuable stone (CT #2231170)
- (3) A Mortgage securing repayment of the principal sum of \$1,500,000 registered in the Morden Land Titles Office on September 3, 1997, as No. 97-6923 and amended on February 14, 1998, as No. 1002591 encompassing the following parcels in the name of Pembina Valley Pigs Ltd.:
- (A) "Premium Pie Producers Ltd." – RM of Pembina
 - The S'y 1,320 feet perp of W'y 1,320 feet perp of SW 1/4 16-1-7 WPM Excepting Firstly—All mines and minerals as set forth in transfer 93443 MLTO Secondly—Public road plan 651 MLTO (CT #2259329)
- (4) A Mortgage securing repayment of the principal sum of \$1,660,000 registered in the Morden Land Titles Office on September 14, 1998, as No. 1010791 encompassing the following parcel in the name of Pembina Valley Pigs Ltd.:
- (A) "Darling Pigs" – RM of Pembina
 - SW 1/4 28-1-7 WPM Excepting thereout Firstly— Public road Plan 651 MLTO Secondly—All mines and minerals as set forth in the original grant from the crown (CT #2259328).

**THIS IS EXHIBIT "33" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 11 DAY OF SEPTEMBER, 2012**



A NOTARY PUBLIC
in and for the Province of Manitoba



Ernst & Young Inc.
2700-360 Main Street
Winnipeg, MB R3C 4G9
Tel: +1 (204) 947-6519
Fax: +1 (204) 956-0138
www.ey.com

Mr. Keith Kuhl
Chair of the Board of Directors
The Puratone Corporation
c/o 295 Main Street
Niverville, MB R0A 1E0

18 May 2012

Advisory services

Dear Keith:

This engagement letter, together with any attachments (collectively, the "Agreement") sets forth the terms and conditions on which Ernst & Young Inc. ("we" or "EY") has been engaged by The Puratone Corporation ("you" or the "Client") to provide certain professional services (the "Services").

Background

In recent discussions, you have provided us with a summary of issues facing the Client, including:

- ▶ During 2009 and 2010, the Client experienced significant unfavourable financial results and liquidity challenges due to the downturn in the hog industry;
- ▶ A partial recovery in hog pricing has been partially offset by increased feed pricing and a higher than Canadian dollar;
- ▶ The Client is indebted to Bank of Montreal and Farm Credit Corporation (the "Lending Syndicate") in the approximate amount of \$81 million;
- ▶ The Client has had regular discussions with the Lending Syndicate in respect of available options for meeting its debt obligations, which discussions are ongoing; and
- ▶ Management is assessing all available options to position the Client for future growth and profitability.

As a result of the foregoing, the Board of Directors of the Client has decided to assess its strategic alternatives, which will include marketing the Client for sale.

Services

As a result of the foregoing, the Client wishes to engage EY as its professional advisor. We will provide you with the following services:

- ▶ Based on discussions with Client's management ("Management"), understand and comment on the Client's business and operations, including the market environment in which the Client operates, the Client's existing contracts and the Client's strategic plans;
- ▶ Evaluate and comment on the Client's strategy and factors affecting Management's ability to execute it;
- ▶ Provide advice regarding the Client's plan to address the repayment of its indebtedness;
- ▶ Assist you with the identification of qualified prospective purchasers (as we work through this engagement, you agree to promptly discuss with and refer to us any prospective purchasers of which you become aware);
- ▶ Assist you with the preparation of appropriate marketing documents, including a Confidential Information Memorandum or similar document ("CIM"), designed to allow prospective purchasers to evaluate the investment opportunity;
- ▶ Present the CIM on your behalf to those parties that have signed a Confidentiality Agreement and maintain contact with prospective purchasers to encourage multiple qualified buyer interest in the business;
- ▶ Discuss with you the merits and issues regarding the written expressions of interest received from prospective purchasers to assist in your evaluation and assessment of the offers, and advise you regarding those purchasers qualified for further consideration based upon indicated bid price and other relevant bid factors;
- ▶ Assist you in your negotiations with qualified prospective purchasers to formalize and execute a letter of intent for the divestiture on terms satisfactory to you
- ▶ Provide advice and recommendations regarding the Client's strategies to restructure its operations;
- ▶ Assist the Client and, as required, liaise with the Client's legal advisors and other professional advisors in the necessary analyses, documentation and preparation in support of a possible formal or informal restructurings, in the event that certain alternative strategies are not feasible and/or appropriate; and
- ▶ Any other matters which EY and the Client mutually agree to be relevant to the Client's financial position and to the Client's relationships with its creditors.

The Services are advisory in nature. We shall exercise due professional care and competence in the performance of the Services. You shall make all management decisions and perform all management functions related to the Services, including: (i) determining whether the Services are

appropriate for your purposes; (ii) determining the scope of activities to be performed by EY (iii) assigning competent personnel to oversee the Services; and (iv) evaluating the findings and results arising from the Services and determining the actions by management, if any, necessary to respond to such findings and results. EY will not employ nor act as employer of the Client's employees, nor will it take possession of any of the Client's property.

EY may rely upon information provided to it and will not be independently verifying it for accuracy or completeness. Without limitation, the Services will not constitute (a) an audit, review or examination of financial statements in accordance with generally accepted auditing standards or (b) an examination of prospective financial statements in accordance with applicable professional standards. The Services will not include any procedures to test compliance with the laws or regulations of any jurisdiction and none of the Services or any reports will constitute any legal opinion or legal advice.

Client shall provide EY with timely and complete access to accurate information and such management personnel, premises, and professional advisors as are required by EY to perform the Services. Without limitation, the Client shall be required to keep EY completely advised on an up-to-date basis of all developments that may in any way impact on EY's analysis and understanding of the Client's business and its relationship with all of its stakeholders.

Reporting

EY shall report directly to the Client in the format requested by the Client, including regular attendance (in person or by telephone) at meetings of the Board of Directors, as requested by the Board of Directors. The Services and any reports, advice or other communications of any kind provided to the Client in any form (written or otherwise) during the course of this engagement ("Reports") are intended solely for the information and benefit of Management. No Report (and no portion, summary or abstract thereof) may be disclosed to any third party without EY's prior written consent. In the event we do so consent the third party in question would be required to first sign an access letter substantially in the form provided by EY. However, the Client may disclose any Reports to its external legal advisors who require access in order to advise the Client, provided such legal advisors (i) are informed that any use they may choose to make of any Reports is entirely at their own risk and that EY shall have no responsibility to them whatsoever in relation to any such use, and (ii) agree to maintain the Reports in confidence.

EY's name shall not be associated with the affairs of the Client. It is not expected that EY would have any direct communication with the Client's creditors without the participation of Management.

Contacts

Your primary contact at EY for these Services will be Joe Healey, Senior Vice President. EY will report to, and take instruction from the Board of Directors until otherwise advised.

EY shall be entitled to consult such external experts as it deems necessary, including legal counsel and appraisers. The cost of any such external experts shall be borne by the Client. If in EY's opinion the advice of external experts is necessary it shall inform the Client in advance.

Fees/remuneration

Client shall pay EY's fees for the Services based on time spent by the relevant professionals in performing the Services, based on time spent by the relevant professionals in performing the Services, at 90% of the standard hourly rates for each individual, as adjusted periodically following prior notice to the Client. The current standard hourly rates are as follows:

Joe Healey	Senior Vice President	\$410
Chris Alto	Manager	\$240
Karly Dyck	Analyst	\$175

It is estimated that the initial phases of the mandate (preparation of initial marketing documents and contacting potential purchasers) will require approximately 100-175 hours of professional time, over a period of 3-4 weeks. Due to the nature of the proposed engagement, it is anticipated that the majority of time will be incurred at more senior levels. It is further anticipated that in an effort to efficiently utilize the amount of professional time incurred, Client's management resources will be available to provide input on and assist in initial drafting and preparation of marketing materials. The anticipated time for further phases will depend on the level of market response and interest in pursuing a possible transaction.

In addition to the professional fees set out above, Client shall reimburse EY for all expenses incurred in connection with the performance of the Services. The costs of administrative expenses such as printing, photocopies, telephone, facsimile, courier, and administrative support will be billed to Client at 9% of EY's professional fees. Reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement will also be charged. The fees and expenses set out above do not include any applicable taxes or duties.

EY's fees, expenses and any applicable taxes will be invoiced regularly as time and expenses are incurred. Accounts are due when rendered and interest accrues at 12% per annum on balances unpaid after 30 days. EY may suspend performance of the Services in the event Client fails to pay its account.

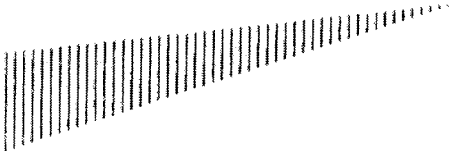
Working for other clients

The Client agrees that this engagement will not prevent or in any way restrict EY or other members of the global Ernst & Young network from providing professional services from time to time to the Client's lenders or to any other person or entity.

Other terms and conditions

To the fullest extent permitted by law, Client shall indemnify and hold EY, its personnel and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, legal fees and disbursements) suffered or incurred by them related to or arising out of this engagement, except to the extent solely and directly caused by the fraud or wilful misconduct of EY, its personnel or agents.

The attached General Terms and Conditions form an integral part of this Agreement. However, in the event of any conflict the body of this engagement letter has precedence.



Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to me so that we may begin work. Thanks again for your selection of our firm.


Yours very truly,

Ernst & Young Inc.

per Joe Healey
Senior Vice-President

Acknowledged and agreed:

The Puratone Corporation

by 
Name: *R. Hildebrand*
Title: *CEO*

I have the authority to bind the Client

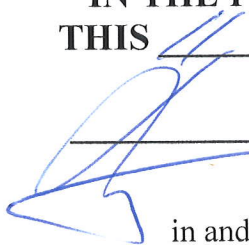
Enclosure

- ▶ General terms and conditions

General terms and conditions

1. **EY network.** EY is a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity. EY may subcontract portions of the Services to other EY Firms, who may deal with Client directly. Nevertheless, EY alone will be responsible to Client for any Reports, the performance of the Services, and EY's other obligations under this Agreement.
2. **Responsibilities.** Client will provide EY with timely access to the information, personnel and assistance EY requires in order to perform the Services. All information provided to EY shall be accurate and complete, to the best of Client's knowledge. Unless otherwise expressly agreed, EY will rely on information provided to it without independently verifying accuracy or completeness. EY will use all reasonable efforts to complete the Services within any agreed time-frames (but EY will not be liable for delays that are beyond its control).
3. **Reports.** Any information, advice, recommendations or other content of any reports, presentations or other communications EY provides under this Agreement ("Reports") are for Client's internal use. Client may not disclose a Report (or any portion or summary of a Report) to any third party, or refer to EY or to any other EY Firm in connection with the Services, except with EY's prior written consent or to the extent a Report contains Tax Advice (as defined below). Reports are not intended to be relied upon by any third party. Client may not rely on any draft Reports.
4. **Tax Advice.** Client may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, Client shall inform those to whom it discloses Tax Advice that they may not rely on it for any purpose without EY's prior written consent.
5. **Notice re: Québec.** From time to time, EY may have individual partners and employees performing the Services within the Province of Québec who are members of the *Ordre des comptables agréés du Québec*. Any individual member of the *Ordre des comptables agréés du Québec* performing professional services hereunder assumes full personal civil liability arising from the practice of his or her profession, regardless of his or her status within our organization. He or she may not invoke the liability of our organization as a ground for excluding or limiting his or her own liability. The limitations that follow below shall therefore not apply to limit the personal civil liability of members of the *Ordre des comptables agréés du Québec* (and with respect to such members, such limitations shall be deemed to not be included in this Agreement).
6. **Limitation of liability; Indemnity.** EY's total aggregate liability to Client arising out of or relating to this Agreement or the Services, whether in contract or tort (including negligence), under statute or otherwise, shall be limited to the total fees paid to EY for the Services. The preceding limitation will not apply to fraud, wilful misconduct or to the extent prohibited by applicable law or professional standards. Client may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or the subcontractors, members, shareholders, directors, officers, partners, principals or employees of EY or of any other EY Firm ("EY Persons"). Client shall make any claim or bring proceedings only against EY. Client agrees to indemnify and hold EY, the other EY Firms and the EY Persons harmless from and against any claims made by third parties related to their use of, or reliance upon, Reports (including Tax Advice). The other EY Firms and all EY Persons shall be entitled to rely on and enforce this paragraph.
7. **Confidentiality; Personal information.** EY treats all client information as confidential, subject only to applicable law and professional or regulatory requirements. EY may however disclose client information, including personal information, to other EY Firms to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, or for quality, risk management or financial accounting purposes. Client information, including personal information, may therefore be processed and stored outside of Canada. Client is responsible for obtaining any required privacy consents.
8. **Miscellaneous.** Either party may terminate this Agreement for any reason, upon written notice. In the event of early termination Client shall pay EY for time and expenses incurred up to the effective termination date. This Agreement shall be governed by and construed in accordance with Ontario law, without regard to conflicts of law principles. The parties submit to the exclusive jurisdiction of Ontario courts in connection with any dispute, claim or other matter arising out of or relating to this Agreement or the Services. Neither party may assign this Agreement. This Agreement may not be modified except in writing. This Agreement constitutes our entire agreement and supersedes all prior representations and agreements. Any portion of this Agreement that is found to be invalid, illegal or otherwise unenforceable shall be severed to the minimum extent required and the remainder of the Agreement shall remain in effect. Provisions of this Agreement that by their nature operate beyond the term of this Agreement shall survive any termination and the completion of the Services, including limitations of liability, indemnities and confidentiality.

**THIS IS EXHIBIT "34" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 4 DAY OF SEPTEMBER, 2012**



A NOTARY PUBLIC
in and for the Province of Manitoba

This Overview is confidential and is not to be reproduced or distributed. More detailed information is available for review upon the signing of a Confidentiality Agreement. The information contained herein, while obtained from sources which we believe to be reliable, has not been independently verified and no representation, express or implied, is given as to its accuracy or completeness. Delivery of this Overview does not constitute an offer to sell or a solicitation of an offer to purchase securities under the securities laws of any jurisdiction, including the Securities Act of 1933, as amended, or any state securities laws, or a solicitation to enter into any other transaction.

May 2012

The Puratone Corporation

Summary

Ernst & Young Inc. ("EYI") has been retained to identify potential interest in the acquisition of assets or a strategic investment in The Puratone Corporation (the "Company"), a fully integrated swine producer (farrow to finish). The Company's Board of Directors is assessing all options to maximize stakeholder value, including a strategic purchaser.

The Company is a North American leader in swine production, ranking in the top quartile of North American low cost producers, raising approximately 500,000 market hogs for slaughter per year (excludes isoweans, feeders, and gilts for internal use) with a herd of approximately 30,000 breeding sows at over 40 operating facilities, on a land base of approximately 6,600 acres. The Company also operates a network of three fully integrated feed mills, capable of producing 300,000 tonnes of animal feed per year, along with a network of 3 farm supply retail outlets.

Key Attributes

- Full integration of livestock production facilities enables the Company to deliver over 94% of finisher hogs that meet Grade A packer specifications
- Professional management team with strength in financial management, operational effectiveness, and animal health and welfare, and rooted in a culture of disciplined innovation
- High level of ownership and control of livestock production facilities in all segments of production
- A leading reputation for quality and efficiency, including excellent herd health management
- ISO 14001 certified Environmental Management System
- Offers strategic purchasers the opportunity to further consolidate throughout the supply chain, and capture related synergies, while also providing an existing hog production system the ability to leverage the Company's leading edge production practices

Financial performance

The Company's financial performance was negatively impacted by the downturn experienced throughout the Canadian swine industry in 2008-2009, resulting in significant negative EBITDA margins during that period. For the 2010 and 2011 fiscal years, revenues and margins have strengthened, but revenue gains have been partially offset by increases in commodity price increases for feed inputs and a strengthening in the Canadian / US exchange rate. EBITDA margins have recovered to 10% in fiscal 2010 and 4% in fiscal 2011.

Confidentiality

The information contained in this Summary is submitted to parties on a confidential basis for use solely in connection with their consideration of the transaction opportunity described herein. By its acceptance hereof, the recipient agrees that neither it nor any of its employees or advisors shall use the information for any purpose other than the evaluation of the business opportunity, nor shall it divulge the information or distribute this Summary to any other party, in whole or in part, at any time without the prior written consent of the Company through EYI.

Next Steps

The Company will consider transaction proposals only from parties who meet certain qualifications. Prospective investors will receive a detailed Confidential Information Memorandum upon execution of a Confidentiality Agreement to be provided by EYI. Interested parties should direct all inquiries to EYI who will arrange all contacts for appropriate due diligence. **Parties should not contact the Company other than as directed by EYI.**

Ernst & Young Inc.

360 Main Street | Winnipeg, MB | R3C 4G9

Joe Healey, Senior Vice President

Direct: 204 954 5568

Email: joe.a.healey@ca.ey.com

Karly Dyck, Analyst

Direct: 204 954-5551

Email: karly.e.dyck@ca.ey.com