

THE QUEEN'S BENCH
WINNIPEG CENTRE

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

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

Application under the: *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as
Amended

APPROVAL AND VESTING ORDER

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Client File No. 15611-250 DJAC

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

THE HONOURABLE

The 8th day of November, 2012

MR. JUSTICE DEWAR

IN THE MATTER OF THE:

Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as Amended

AND IN THE MATTER OF:

A Proposed Plan of Compromise or Arrangement of The Puratone Corporation, Pembina Valley Pigs Ltd. and Niverville Swine Breeders Ltd. (the "Applicants")

Application under the: *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as Amended

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicants for an order approving the sale transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement (the "**Sale Agreement**") among the Applicants as vendors, Maple Leaf Foods Inc. or its permitted assignee under the Sale Agreement (the "**Purchaser**") and Deloitte & Touche Inc. in its capacity as court appointed Monitor of the Applicants dated November 1, 2012 attached as Exhibit "1" to the Affidavit of Raymond Alan Hildebrand sworn November 1, 2012 (the "**Hildebrand Affidavit**") and Confidential Exhibit A thereto and vesting in the Purchaser the Applicants' and Monitor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at Winnipeg.

ON READING the Third Report of the Monitor dated November 5, 2012 (the "**Third Report**"), the Hildebrand Affidavit and the Supplementary Affidavit of

Raymond Alan Hildebrand sworn November 6, 2012 ("**Supplementary Affidavit**"), and on hearing the submissions of counsel for the Applicants, the Monitor, Bank of Montreal, Farm Credit Canada, Newsham Choice Genetics LLC, Jacob, Jason and Judy Kasdorf, and the Purchaser, Bruce Bond attending in person, no one appearing for any other person on the Service List and the Supplementary Service List, the Supplementary Service List – Part I and the Supplementary Service List – Part II, although served as appears from the Affidavits of Laura Leigh Buley sworn November 7, 2012 and Ross McFadyen sworn October 5, 2012, October 26, 2012 and November 7, 2012.

SERVICE VALIDATED

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the supporting materials is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

SALE TRANSACTION

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution and delivery of the Sale Agreement by the Applicants and the Monitor is hereby authorized and approved, with such minor amendments as the Applicants with the Monitor's consent may deem necessary. The Applicants and the Monitor are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Monitor's Certificate**"), all of the Applicants' and Monitor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), security agreements, pledges, hypothecations, assignments, deposit arrangements, hypothecs, mortgages, leases, rights of others including, without limitation, rights of first refusal or purchase options, deeds of trust, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens (statutory or otherwise), financing statements, preferential arrangements of any kind or nature whatsoever, including any title retention agreement, or any other arrangement or conditions which in substance secures payment or performance of any obligations, action, claims, demand or equity of any nature whatsoever, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges ("Court Charges") created by the Order of the Honourable Justice Dewar dated September 12, 2012 as amended, restated or supplemented from time to time (the "**Initial Order**") (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Manitoba) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto, (all of which Claims and the Charges and encumbrances in subparagraphs (i), (ii) and (iii) are collectively referred to herein as the "**Encumbrances**"), which term shall not include the permitted

encumbrances, easements and restrictive covenants listed on Schedule C (the “**Permitted Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS AND DIRECTS that upon delivery of the Monitor's Certificate to the Purchaser substantially in the form attached as Schedule A hereto, the District Registrar of the applicable Land Titles Offices in the Province of Manitoba shall immediately cancel the Certificates of Title listed in Schedule B hereto now standing in the name of the individual Applicants and shall immediately thereafter issue new Certificates of Title in the name of the Purchaser free and clear from any and all Encumbrances except those Permitted Encumbrances identified in Schedule C hereto notwithstanding that the time for appeal of this Approval and Vesting Order has not expired and notwithstanding that all interested parties have not consented to this Approval and Vesting Order.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Encumbrances, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate, all Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Purchaser.

7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Applicants' past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicants.

8. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and*

Insolvency Act (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING ORDER

9. THIS COURT ORDERS that the Confidential Exhibit A to the Hildebrand Affidavit and the Confidential Appendix to the Third Report shall be sealed, kept confidential and not form a part of the public record, but shall be forwarded electronically to this Court on an encrypted basis limiting access to only the Registrar of this Court and the presiding Judge and shall only be made accessible or form part of the public record once the Transaction contemplated by the Sale Agreement has closed and the Monitor's Certificate has been filed with the Court in accordance with paragraph 6 hereof.

AMENDMENT TO MONITOR'S FUNCTIONS

10. THIS COURT ORDERS that terms used in paragraphs 10 and 11 hereof but not defined herein shall have the meanings ascribed thereto in the Sale Agreement as defined in this Approval and Vesting Order.

11. THIS COURT ORDERS that in addition to the powers prescribed by the *Companies' Creditors Arrangement Act* (Canada) and paragraph 31 of the Initial Order, the Monitor is hereby authorized and directed to take such steps as may be required of the Monitor under the Sale Agreement, including without limiting the generality of the foregoing:

- (i) to receive the Deposit and to hold it in trust in an interest bearing account, and thereafter to pay the Deposit plus interest to the Purchaser if it becomes entitled thereto pursuant to the Sale Agreement, failing which the Deposit plus interest shall be paid in accordance with a further Order of the Court (the “Distribution Order”);
- (ii) to receive the Estimated Cash Purchase Price less the Deposit and the Holdback Amount and to hold it in trust in an interest bearing account and thereafter to pay the Estimated Cash Purchase Price less the Deposit and the Holdback Amount plus interest in accordance with the Distribution Order;
- (iii) to receive the Escrow Fund and to hold it in trust in an interest bearing account as security for and to fund amounts that may become payable to the Purchaser, and thereafter to pay to the Purchaser such amount out of the Escrow Fund as becomes due to it in accordance with the Sale Agreement with the balance, if any, to be paid in accordance with the Distribution Order;
- (iv) to remit any of the payments set out in subparagraphs 11 (i)-(iii) by certified cheque or by wire transfer to the account specified by the Purchaser, or as directed in the Distribution Order, as applicable; and
- (v) To provide such assistance as the Applicants may require in reviewing the Closing Time Calculation and in resolving any dispute with the Purchaser

relating thereto, pursuant to and in accordance with Section 3.8 of the Sale Agreement.

AID AND RECOGNITION

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

NOTICE TO SHAREHOLDERS/UNIT HOLDERS OF FURTHER HEARING

13. THIS COURT ORDERS that the transfer of the Applicants' shares and limited partnership units and related agreements, in the following companies/limited partnerships free and clear of Shareholder Rights as provided in the Sale Agreement:

Bond Hog Ventures Ltd.
Horizon Livestock Poultry Supply Ltd.
JVCO Transport Ltd.
Heritage Hogs Limited
Pura Organics Limited Partnership
Paradigm Farms Ltd.
Parks Livestock of Canada, Limited Partnership
(hereinafter collectively referred to as the "Partially Owned Subsidiaries")

shall be considered by the Court on Friday, November 16, 2012 at 2:00 p.m.

14. THIS COURT ORDERS that service of a notice (in letter form) to the shareholders/unit holders of the Partially Owned Subsidiaries shall be made by personal service or by e-mail or regular mail to the addresses set out in the Affidavit of Service of Laura Leigh Buley (Supplementary Service List Part II – Shareholder/Unit Holders in the Partially Owned subsidiaries of Puratone) sworn November 7, 2012.

15. THIS COURT ORDERS that a notice of motion in respect to the matter referred to in paragraph 14 hereof shall be filed and posted on the Monitor's website at www.deloitte.com/ca/puratone and be otherwise available from counsel for the Applicant (Sam Gabor at Taylor McCaffrey LLP, 9th Floor – 400 St. Mary Avenue, Winnipeg, Manitoba, R3C 4K5, E-Mail: sgabor@tmlawyers.com, Ph. No. 988-0346, Fax No. 957-0945) which shall constitute valid service of said notice of motion.

APPROVED AS TO FORM AND CONTENT:

THOMPSON DORFMAN SWEATMAN LLP

Per: _____

Solicitors for the Monitor

SCHEDULE A

FORM OF MONITOR'S CERTIFICATE

THE QUEEN'S BENCH WINNIPEG CENTRE

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

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

Application under the: *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as Amended

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Initial Order of the Honourable Mr. Justice Dewar of the Manitoba Court of Queen's Bench (the "Court") dated September 12, 2012, Deloitte & Touche Inc. was appointed as the Monitor (the "Monitor") of the Applicants.

B. Pursuant to an Order of the Court dated November 8, 2012, the Court approved the Asset Purchase Agreement made as of November 1, 2012 (the "Sale Agreement") between the Applicants and [NAME OF PURCHASER] (the "Purchaser") and the Monitor and provided for the vesting in the Purchaser of the Applicants' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate

confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to a further Order of the Court made on November 8, 2012, the Court granted certain additional powers to the Monitor in connection with its obligations to be performed under and as party to the Sale Agreement.

D. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Applicants have received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 8 of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

4. This Certificate was delivered by the Monitor at [TIME] on November ____, 2012.

**DELOITTE & TOUCHE INC., in its
capacity as Monitor of the Applicants,
and not in its personal capacity**

Per:

Name:

Title:

SCHEDULE B

REAL PROPERTY TO BE VESTED – ENCUMBRANCES TO BE EXPUNGED Based on Searches dated October 29, 2012

	TITLE NO.	LEGAL DESCRIPTION	CHARGES TO BE DELETED
THE PURATONE CORPORATION			
1 Arborg Agri- Ventures	2612331/1	THE SLY 1475 FEET PERP OF THE WLY 100 FEET PERP OF SAID SW 1/4 OF SECTION 14-23-1 EPM EXC: SAID PLAN 11119 WLTO SUBJECT TO THE SPECIAL RESERVATIONS CONTAINED IN THE GRANT FROM THE CROWN	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p> <p>Request Correction No. 4264654/1, re Correction to Legal Description</p>
2 ASR Pigs	1754082/1	<p>PARCEL 1: NW 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS</p> <p>PARCEL 2: WLY 1320 FEET PERP OF SW 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS</p> <p>PARCEL 3: NE 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No.</p>

			<p>3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>3 ASR Pigs</p>	<p>1754086/1</p>	<p>PARCEL 1: SW 1/4 13-5-7 EPM EXC FIRSTLY: WLY 1320 FEET PERP AND SECONDLY: ALL MINES AND MINERALS</p> <p>PARCEL 2: SE 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>4 (DLTO) Dauphin Pura Pork</p>	<p>1752708/6</p>	<p>THE NW 1/4 23-25-20 WPM EXC CNR PLAN 306 DLTO</p>	<p>Mortgage No. 1050685/6, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1051098/6, Farm Credit Canada</p> <p>Mortgage No. 1062284/6, Manitoba</p>

			<p>Agricultural Services Corporation</p> <p>Amending Agreement No. 1064640, Manitoba Agricultural Services Corporation, re Mortgage No. 1062284/6</p> <p>Caveat No. 1072947/6, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1073446/6, Farm Credit Canada, re Mortgage No. 1050685/6</p>
5 Interlake Pura Pork	1754090/1	SE 1/4 23-25-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
6 Interlake Swine Breeders	1787175/1	SW 1/4 4-22-1 WPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p>

			<p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
7 Interlake Swine Breeders	1796361/1	SE 1/4 4-22-1 WPM EXC ALL MINES AND MINERALS TOGETHER WITH THE RIGHT TO ENTER LOCATE PROSPECT MINE FOR AND REMOVE MINERALS AND ALL OTHER ESTATES RIGHTS AND INTERESTS RESERVED TO THE CROWN UNDER THE CROWN LANDS ACT	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
8 Interlake	1796363/1	NE 1/4 33-21-1 WPM EXC S 1/2 OF E 1/2 OF LEGAL SUBDIVISION 9 SUBJECT	<p>Mortgage No. 3290020/1, Farm Credit Canada</p>

<p>Swine Breeders</p>		<p>TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN</p>	<p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>9 Interlake Swine Breeders</p>	<p>1796366/1</p>	<p>NW 1/4 33-21-1 WPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p>

			<p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
10 Interlake Swine Breeders	1796369/1	E 1/2 OF N 1/2 OF LEGAL SUBDIVISION 12 AND ALL OF LEGAL SUBDIVISION 13 OF SECTION 34-21-1 WPM SUBJECT TO THE RESERVATIONS AND PROVISOS CONTAINED IN THE GRANT FROM THE CROWN	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
11 Interlake Weanlings	1754094/1	SLY 1320 FEET PERP SE 1/4 OF 28-21-3 EPM SUBJECT TO THE RESERVATIONS AND PROVISOS CONTAINED IN THE GRANT FROM THE CROWN	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p>

			<p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
12 Interlake Weanlings	1754097/1	NE 1/4 21-21-3 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE CROWN LANDS ACT	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>(iii) Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
13 Interlake Weanlings	1754098/1	NE 1/4 20-21-3 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE CROWN LANDS ACT	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p>

			<p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
14 (MLTO) Kaleida Pork	1752772/4	THE SLY 850 FEET PERP OF THE WLY 1700 FEET PERP OF SW 1/4 16-2-8 WPM	<p>Mortgage No. 1099278/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1100140/4, Farm Credit Canada</p> <p>Mortgage No. 1123441/4, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 1128754/4, Manitoba Agricultural Services Corporation, re Mortgage No. 1123441/4</p> <p>Personal Property Security Notice No. 1139507/4, Farm Credit Canada, re renewal of PPSN No. 1100140/4</p> <p>Caveat No. 1145647/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146554/4, Farm Credit Canada, re Mortgage No. 1099278/4</p>
15 Marquette Feeders	2321848/1	THE NLY 1326 FEET PERP OF THE NE 1/4 OF SECTION 4-13-2 WPM	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba</p>

			<p>Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>16 Post Road Ventures</p>	<p>1754071/1</p>	<p>N 1/2 OF NW 1/4 6-1-1 EPM EXC SLY 180 FEET OF WLY 363 FEET</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p>

			Amending Agreement Including Land No. 4250953/1 , Farm Credit Canada, re PPSN No. 3300910/1
17 (MLTO) Prairie Grass Pork	1752773/4	THE E 1/2 OF SW 1/4 29-3-3 WPM EXCEPTING - ALL MINES AND MINERALS AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN	<p>Mortgage No. 1099278/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1100140/4, Farm Credit Canada</p> <p>Mortgage No. 1123441/4, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 1128754/4, Manitoba Agricultural Services Corporation, re Mortgage No. 1123441/4</p> <p>Caveat No. 1145647/4, Bank of Montreal, re Equitable Mortgage</p> <p>(vi) Amending Agreement No. 1146554/4, Farm Credit Canada, re Mortgage No. 1099278/4</p>
18 Puratone Boar Station	1754062/1	NW 1/4 29-13-3 EPM EXC PUBLIC ROAD PLAN 12597 WLTO	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
19	1754099/1	ELY 1320 FEET PERP OF NE 1/4 25-5-5	Mortgage No. 3290020/1 , Farm Credit

<p>Shelly's Hog Farm</p>		<p>EPM EXC FIRSTLY: DRAIN PLAN 7865 WLTO AND SECONDLY: ALL MINES AND MINERALS</p>	<p>Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>20 Shelly's Hog Farm</p>	<p>1754102/1</p>	<p>NE 1/4 25-5-5 EPM EXC FIRSTLY: DRAIN PLAN 7865 WLTO AND SECONDLY: ELY 1320 FEET PERP AND THIRDLY: ALL MINES AND MINERALS</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re</p>

			<p>Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
21 Shelly's Hog Farm	1754107/1	SE 1/4 25-5-5 EPM EXC FIRSTLY: NLY 468 FEET OF ELY 468 FEET AND SECONDLY: ALL MINES AND MINERALS	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
22 Silver Rock Pork	1754114/1	SLY 1320 FEET PERP OF SE 1/4 6-6-5 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of</p>

			<p>Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
23 Silver Rock Pork	1754115/1	SE 1/4 6-6-5 EPM EXC SLY 1320 FEET PERP SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
24 Pork Place	1754111/1	WLY 528 FEET OF NW 1/4 34-7-4 EPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 10730 WLTO AND	<p>Mortgage No. 3290020/1, Farm Credit Canada</p>

		SECONDLY: ROAD PLAN 12319 WLTO	<p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
25 Vita Select Genetics	1754129/1	NE 1/4 32-2-7 EPM EXC ALL MINES AND MINERALS	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p>

			<p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p> <p>Builder's Lien filed on behalf of Wiebe Investments (2004) Ltd. in the amount of \$23,047.51, re Builder's Lien No. 4271384/1</p>
26 (MLTO) Winkler Pura Pork	2402487/4	THE NLY 1320 FEET PERP OF SW 1/4 6-4-4 WPM EXCEPTING - PUBLIC ROAD PLAN NOS. 587 MLTO AND 1544 MLTO	<p>Mortgage No. 1015136/4, Farm Credit Corporation</p> <p>Mortgage No. 1099278/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1100140/4, Farm Credit Canada</p> <p>Mortgage No. 1123441/4, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 1128754/4, Manitoba Agricultural Services Corporation, re Mortgage No. 1123441/4</p> <p>Caveat No. 1145647/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146554/4, Farm Credit Canada, re Mortgage No. 1099278/4</p>
27 Niverville Feeds	1800287/1	PARCEL 1 PLAN 11869 WLTO EXC: ROAD PLAN 16506 WLTO IN SE 1/4 31-7-4 EPM	<p>Mortgage No. 2605355/1, Farm Credit Corporation</p> <p>Caveat No. 2605356/1, Farm Credit Corporation (Assignment of Leases and Rents)</p> <p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p>

			<p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
28 Head Office	1754063/1	LOT 2 BLOCK 2 PLAN 34434 WLTO IN SE 1/4 31-7-4 EPM	<p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Mortgage No. 3673166/1, Manitoba Agricultural Services Corporation Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p>
29 Head Office	1754064/1	LOT 1 BLOCK 2 PLAN 34434 WLTO IN SE 1/4 31-7-4 EPM	<p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Mortgage No. 3673166/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p>
30 Ritchot	1835755/1	PARCEL 1: THE N 1/2 OF NW 1/4 30-8-4 EPM EXC, FIRSTLY: THE WLY 100	<p>Mortgage No. 3290020/1, Farm Credit Canada</p>

<p>Swine Breeders</p>		<p>FEET SECONDLY: THE ELY 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 ELY THEREON 100 FEET FROM THE WESTERN LIMIT OF SAID NW 1/4, THENCE SLY, PARALLEL WITH SAID WESTERN LIMIT, 417 FEET THENCE ELY, PARALLEL WITH SAID NORTHERN LIMIT, 208.5 FEET THENCE NLY, PARALLEL WITH SAID WESTERN LIMIT TO SAID NORTHERN LIMIT THENCE WLY, ALONG SAID NORTHERN LIMIT TO THE POINT OF COMMENCEMENT, AND FIFTHLY: ALL MINES AND MINERALS AS SET FORTH IN INSTRUMENT NO. 754921 WLTO.</p> <p>PARCEL 2: THE NLY 123.5 FEET PERP OF THE S 1/2 OF SAID NW 1/4 EXC OUT OF PARCEL 2, FIRSTLY: THE WLY 100 FEET SECONDLY: THE ELY 66 FEET, AND THIRDLY: ALL MINES AND MINERALS AS SET FORTH IN INSTRUMENT NO. 754921 WLTO.</p> <p>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 ELY THEREON 100 FEET FROM THE WESTERN LIMIT OF SAID NW 1/4, THENCE SLY, PARALLEL WITH SAID WESTERN LIMIT, 417 FEET THENCE ELY, PARALLEL WITH SAID NORTHERN LIMIT, 208.5 FEET THENCE NLY, PARALLEL WITH SAID WESTERN LIMIT, TO SAID NORTHERN LIMIT THENCE WLY, ALONG SAID NORTHERN LIMIT, TO THE POINT OF COMMENCEMENT; EXC OUT OF PARCEL 3, ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT.</p>	<p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>31 Interlake Weanlings</p>	<p>2025527/1</p>	<p>E 1/2 OF SE 1/4 29-21-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services</p>

			<p>Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
32 Interlake Weanlings	2025532/1	NE 1/4 29-21-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
33	2069109/1	LOT 1 PLAN 43542 WLTO EXC ALL	<p>Mortgage No. 3104507/1, Farm Credit</p>

<p>Arborg Feeds</p>		<p>MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN IN LOTS 46 AND 47-22-2 EPM</p>	<p>Canada</p> <p>Caveat No. 3104508/1, Farm Credit Canada (Assignment of Leases and Rents)</p> <p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
<p>34 Interlake Weanlings</p>	<p>2025531/1</p>	<p>W 1/2 OF SE 1/4 29-21-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT</p>	<p>Mortgage No. 3290020/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3300910/1, Farm Credit Canada</p> <p>(iii) Mortgage No. 3612760/1, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 3680142/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Caveat No. 3891498/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903765/1, Farm Credit Canada, re Mortgage No. 3290020/1</p>

			<p>Amending Agreement Including Land No. 4250950/1, Bank of Montreal, re Caveat No. 3891498</p> <p>Amending Agreement Including Land No. 4250951/1, Farm Credit Canada, re Mortgage No. 3290020/1</p> <p>Amending Agreement Including Land No. 4250952/1, Manitoba Agricultural Services Corporation, re Mortgage No. 3612760/1</p> <p>Amending Agreement Including Land No. 4250953/1, Farm Credit Canada, re PPSN No. 3300910/1</p>
35 (MLTO) Farmers Feeds	2282014/4	LOT 1 PLAN 33290 MLTO IN NE 1/4 4-3-4 WPM	<p>Mortgage No. 1117573/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1117574/4, Farm Credit Canada</p> <p>Mortgage No. 1123441/4, Manitoba Agricultural Services Corporation</p> <p>Amending Agreement No. 1128754/4, Manitoba Agricultural Services Corporation, re Mortgage No. 1123441/4</p> <p>Caveat No. 1145647/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146555/4, Farm Credit Canada, re Mortgage No. 1117573/4</p>

PEMBINA VALLEY PIGS LTD.

36 (MLTO) Border Bacon	2229686/4	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	<p>Mortgage No. 1111263/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1111264/4, Farm Credit Canada</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146559/4, Farm Credit Canada, re Mortgage No. 1111263/4</p>
37 Southman Pork	2231170/1	SE 1/4 8-2-1 EPM EXC FIRSTLY: NLY 1485 FEET AND SECONDLY: ALL MINES AND MINERALS, WHICH WITHOUT LIMITING THE GENERALITY THEREOF, SHALL INCLUDE VALUABLE STONE	<p>Mortgage No. 3460296/1, Farm Credit Canada</p> <p>Personal Property Security Notice No. 3460297/1, Farm Credit Canada</p>

			<p>Mortgage No. 3673168/1, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 3891500/1, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 3903769/1, Farm Credit Canada, re Mortgage No. 3460296/1</p>
38 (MLTO) K Line Pigs	2229689/4	ALL THAT PORTION OF THE WLY 1380 FEET PERP OF SW 1/4 13-2-4 WPM WHICH LIES TO THE SOUTH OF A LINE DRAWN ELY AT RIGHT ANGLES TO THE WESTERN LIMIT OF SAID QUARTER SECTION FROM A POINT IN THE SAME DISTANT THEREON 1320 FEET FROM THE SOUTHERN LIMIT OF SAID QUARTER SECTION	<p>Mortgage No. 1111263/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1111264/4, Farm Credit Canada</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146559/4, Farm Credit Canada, re Mortgage No. 1111263/4</p>
39 (MLTO) Genetics West	2229692/4	LOT 1 PLAN 42020 MLTO IN NW 1/4 4-2-4 WPM	<p>Mortgage No. 1111263/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1111264/4, Farm Credit Canada</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146559/4, Farm Credit Canada, re Mortgage No. 1111263/4</p>
40 (MLTO) Killarney Shamrock	2229694/4	<p>PARCEL I: SE 1/4 24-3-16 WPM EXCEPTING - ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 82605 MLTO</p> <p>PARCEL II: SE 1/4 25-3-16 WPM EXCEPTING - ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT</p>	<p>Mortgage No. 1111263/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1111264/4, Farm Credit Canada</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146559/4, Farm Credit Canada, re Mortgage No. 1111263/4</p>
41 (MLTO) Rosenfeld Piglets	2229698/4	THE N 1/2 OF SE 1/4 22-3-1 WPM EXCEPTING THEREOUT - ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 84147 MLTO	<p>Mortgage No. 1111263/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1111264/4, Farm Credit Canada</p>

			<p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146559/4, Farm Credit Canada, re Mortgage No. 1111263/4</p>
42 (MLTO) Rosenfeld Piglets	2229700/4	THE W 1/2 OF NW 1/4 23-3-1 WPM EXCEPTING THEREOUT - PUBLIC DRAIN PLAN 293 MLTO	<p>Mortgage No. 1111263/4, Farm Credit Canada</p> <p>Personal Property Security Notice No. 1111264/4, Farm Credit Canada</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146559/4, Farm Credit Canada, re Mortgage No. 1111263/4</p>
43 (MLTO) Darling Pigs	2259328/4	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	<p>Mortgage No. 97-7005/4, Farm Credit Corporation</p> <p>Mortgage No. 1010791/4, Farm Credit Corporation</p> <p>Mortgage No. 1073991/4, Farm Credit Canada</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p> <p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146557/4, Farm Credit Canada</p> <p>Amending Agreement No. 1146558/4, Farm Credit Canada, re Mortgage No. 1010791/4</p> <p>Personal Property Security Notice No. 1146561/4, Farm Credit Canada</p>
44 (MLTO) Premium Pig Producers	2259329/4	THE SLY 1320 FEET PERP OF THE WLY 1320 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	<p>Mortgage No. 97-6923/4, Farm Credit Corporation</p> <p>Agreement to Extend/Amend Mortgage No. 1002591/4, Farm Credit Corporation, re Mortgage No. 97-6923/4</p> <p>Mortgage No. 1019095/4, The Manitoba Agricultural Credit Corporation</p> <p>Mortgage No. 1128222/4, Manitoba Agricultural Services Corporation</p>

			<p>Caveat No. 1145646/4, Bank of Montreal, re Equitable Mortgage</p> <p>Amending Agreement No. 1146556/4, Farm Credit Canada, re Mortgage No. 97-6923/4</p> <p>Personal Property Security Notice No. 1146561/4, Farm Credit Canada</p>
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NIVERVILLE SWINE BREEDERS LTD.

45 Barn #2	1208595/1	NW 1/4 OF SEC 6-6-4 EPM EXC ELY 66 FEET	<p>Mortgage No. 2378268/1, Manitoba Agricultural Credit Corporation</p> <p>Mortgage No. 3673167/1, Manitoba Agricultural Services Corporation</p> <p>Mortgage No. 3729621/1, Bank of Montreal</p> <p>Personal Property Security Notice No. 3729622/1, Bank of Montreal</p>
46 Barn #3	1525884/1	N 1/2 OF NW 1/4 10-7-3 EPM EXC PUBLIC ROAD PLAN 18416 WLTO	<p>Mortgage No. 2378268/1, Manitoba Agricultural Credit Corporation</p> <p>Mortgage No. 3673167/1, Manitoba Agricultural Services Corporation</p> <p>Mortgage No. 3729621/1, Bank of Montreal</p> <p>Personal Property Security Notice No. 3729622/1, Bank of Montreal</p>
47 Barn #1	1718218/1	WLY 1320 FEET OF SW 1/4 12-7-3 EPM EXC NLY 1320 FEET	<p>Mortgage No. 2378268/1, Manitoba Agricultural Credit Corporation</p> <p>Mortgage No. 3673167/1, Manitoba Agricultural Services Corporation</p> <p>Mortgage No. 3729621/1, Bank of Montreal</p> <p>Personal Property Security Notice No. 3729622/1, Bank of Montreal</p>

SCHEDULE C

PERMITTED ENCUMBRANCES, EASEMENTS & RESTRICTIVE COVENANTS

Based on Searches dated October 29, 2012, 2012

	TITLE NO.	LEGAL DESCRIPTION	ACTIVE CHARGES
THE PURATONE CORPORATION			
1 Arborg Agri-Ventures	2612331/1	THE SLY 1475 FEET PERP OF THE WLY 1100 FEET PERP OF SAID SW 1/4 OF SECTION 14-23-1 EPM EXC: SAID PLAN 11119 WLTO SUBJECT TO THE SPECIAL RESERVATIONS CONTAINED IN THE GRANT FROM THE CROWN	Caveat No. 2379091/1 , MTS Communications Inc. Caveat No. 2379092/1 , MTS Communications Inc.
2 ASR Pigs	1754082/1	PARCEL 1: NW 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS PARCEL 2: WLY 1320 FEET PERP OF SW 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS PARCEL 3: NE 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS	Caveat No. 2203261/1 , Centra Gas Manitoba Inc. Caveat No. 2223088/1 , MTS Netcom Inc. Caveat No. 2332360/1 , MTS Communications Inc. Caveat No. 2343305/1 , The Manitoba Hydro-Electric Board Caveat No. 2466299/1 , Centra Gas Manitoba Inc. Caveat No. 3057541/1 , re The Puratone Corporation Dominant Tenancy
3 ASR Pigs	1754086/1	PARCEL 1: SW 1/4 13-5-7 EPM EXC FIRSTLY: WLY 1320 FEET PERP AND SECONDLY: ALL MINES AND MINERALS PARCEL 2: SE 1/4 13-5-7 EPM EXC ALL MINES AND MINERALS	Caveat No. 2203260/1 , Centra Gas Manitoba Inc. Caveat No. 2223088/1 , MTS Netcom Inc. Caveat No. 2343305/1 , The Manitoba Hydro-Electric Board Caveat No. 3057541/1 , re The Puratone Corporation Dominant Tenancy
4 (DLTO) Dauphin Pura Pork	1752708/6	THE NW 1/4 23-25-20 WPM EXC CNR PLAN 306 DLTO	Caveat No. 1029236/6 , MTS Communications Inc.
5 Interlake Pura Pork	1754090/1	SE 1/4 23-25-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT	
6	1787175/1	SW 1/4 4-22-1 WPM SUBJECT TO	

Interlake Swine Breeders		THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	
7 Interlake Swine Breeders	1796361/1	SE 1/4 4-22-1 WPM EXC ALL MINES AND MINERALS TOGETHER WITH THE RIGHT TO ENTER LOCATE PROSPECT MINE FOR AND REMOVE MINERALS AND ALL OTHER ESTATES RIGHTS AND INTERESTS RESERVED TO THE CROWN UNDER THE CROWN LANDS ACT	
8 Interlake Swine Breeders	1796363/1	NE 1/4 33-21-1 WPM EXC S 1/2 OF E 1/2 OF LEGAL SUBDIVISION 9 SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	Caveat No. 2239335/1 , MTS Netcom Inc.
9 Interlake Swine Breeders	1796366/1	NW 1/4 33-21-1 WPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	Caveat No. 2239335/1 , MTS Netcom Inc.
10 Interlake Swine Breeders	1796369/1	E 1/2 OF N 1/2 OF LEGAL SUBDIVISION 12 AND ALL OF LEGAL SUBDIVISION 13 OF SECTION 34-21-1 WPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	
11 Interlake Weanlings	1754094/1	SLY 1320 FEET PERP SE 1/4 OF 28-21-3 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	
12 Interlake Weanlings	1754097/1	NE 1/4 21-21-3 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE CROWN LANDS ACT	Caveat No. 1596972/1 , Her Majesty the Queen (Canada), Option to Purchase
13 Interlake Weanlings	1754098/1	NE 1/4 20-21-3 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE CROWN LANDS ACT	
14 (MLTO) Kaleida Pork	1752772/4	THE SLY 850 FEET PERP OF THE WLY 1700 FEET PERP OF SW 1/4 16-2-8 WPM	
15 Marquette Feeders	2321848/1	THE NLY 1326 FEET PERP OF THE NE 1/4 OF SECTION 4-13-2 WPM	Caveat No. 2611696/1 , MTS Communications Inc.
16 Post Road Ventures	1754071/1	N 1/2 OF NW 1/4 6-1-1 EPM EXC SLY 180 FEET OF WLY 363 FEET	Caveat No. 3767787/1 , re The Puratone Corporation Dominant Tenancy
17 (MLTO) Prairie Grass Pork	1752773/4	THE E 1/2 OF SW 1/4 29-3-3 WPM EXCEPTING - ALL MINES AND MINERALS AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN	

18 Puratone Boar Station	1754062/1	NW 1/4 29-13-3 EPM EXC PUBLIC ROAD PLAN 12597 WLTO	Caveat No. 2375024/1 , MTS Communications Inc.
19 Shelly's Hog Farm	1754099/1	ELY 1320 FEET PERP OF NE 1/4 25-5- 5 EPM EXC FIRSTLY: DRAIN PLAN 7865 WLTO AND SECONDLY: ALL MINES AND MINERALS	
20 Shelly's Hog Farm	1754102/1	NE 1/4 25-5-5 EPM EXC FIRSTLY: DRAIN PLAN 7865 WLTO AND SECONDLY: ELY 1320 FEET PERP AND THIRDLY: ALL MINES AND MINERALS	
21 Shelly's Hog Farm	1754107/1	SE 1/4 25-5-5 EPM EXC FIRSTLY: NLY 468 FEET OF ELY 468 FEET AND SECONDLY: ALL MINES AND MINERALS	Caveat No. 2399800/1 , MTS Communications Inc.
22 Silver Rock Pork	1754114/1	SLY 1320 FEET PERP OF SE 1/4 6-6-5 EPM SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	
23 Silver Rock Pork	1754115/1	SE 1/4 6-6-5 EPM EXC SLY 1320 FEET PERP SUBJECT TO THE RESERVATIONS AND PROVISIOES CONTAINED IN THE GRANT FROM THE CROWN	
24 Pork Place	1754111/1	WLY 528 FEET OF NW 1/4 34-7-4 EPM EXC FIRSTLY: WATER CONTROL WORKS PLAN 10730 WLTO AND SECONDLY: ROAD PLAN 12319 WLTO	Caveat No. 1828847/1 , The Rural Municipality of Hanover
25 Vita Select Genetics	1754129/1	NE 1/4 32-2-7 EPM EXC ALL MINES AND MINERALS	
26 (MLTO) Winkler Pura Pork	2402487/4	THE NLY 1320 FEET PERP OF SW 1/4 6-4-4 WPM EXCEPTING - PUBLIC ROAD PLAN NOS. 587 MLTO AND 1544 MLTO	Caveat No. 95-276/4 , The Manitoba Hydro-Electric Board Easement No. 1141346/4 , Transcanada Keystone Pipeline GP Ltd. (Plan 48141 incl. rts. of inress/egress re adj. land)
27 Niverville Feeds	1800287/1	PARCEL 1 PLAN 11869 WLTO EXC: ROAD PLAN 16506 WLTO IN SE 1/4 31-7-4 EPM	Caveat No. 172497/1 , Man. Power Commission
28 Head Office	1754063/1	LOT 2 BLOCK 2 PLAN 34434 WLTO IN SE 1/4 31-7-4 EPM	Caveat No. 80-72095/1 , Man. Hydro Electric Board/Manitoba Telephone System
29 Head Office	1754064/1	LOT 1 BLOCK 2 PLAN 34434 WLTO IN SE 1/4 31-7-4 EPM	Caveat No. 80-72095/1 , Man. Hydro Electric Board/Manitoba Telephone System Caveat No. 2250330/1 , The Manitoba Hydro-Electric Board
30 Ritchot Swine	1835755/1	PARCEL 1: THE N 1/2 OF NW 1/4 30- 8-4 EPM, EXC, FIRSTLY: THE WLY	

<p>Breeders</p>		<p>100 FEET SECONDLY: THE ELY 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 ELY THEREON 100 FEET FROM THE WESTERN LIMIT OF SAID NW 1/4, THENCE SLY, PARALLEL WITH SAID WESTERN LIMIT, 417 FEET THENCE ELY, PARALLEL WITH SAID NORTHERN LIMIT, 208.5 FEET THENCE NLY, PARALLEL WITH SAID WESTERN LIMIT TO SAID NORTHERN LIMIT THENCE WLY, ALONG SAID NORTHERN LIMIT TO THE POINT OF COMMENCEMENT, AND FIFTHLY: ALL MINES AND MINERALS AS SET FORTH IN INSTRUMENT NO. 754921 WLTO.</p> <p>PARCEL 2: THE NLY 123.5 FEET PERP OF THE S 1/2 OF SAID NW 1/4 EXC OUT OF PARCEL 2, FIRSTLY: THE WLY 100 FEET SECONDLY: THE ELY 66 FEET, AND THIRDLY: ALL MINES AND MINERALS AS SET FORTH IN INSTRUMENT NO. 754921 WLTO.</p> <p>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 ELY THEREON 100 FEET FROM THE WESTERN LIMIT OF SAID NW 1/4, THENCE SLY, PARALLEL WITH SAID WESTERN LIMIT, 417 FEET THENCE ELY, PARALLEL WITH SAID NORTHERN LIMIT, 208.5 FEET THENCE NLY, PARALLEL WITH SAID WESTERN LIMIT, TO SAID NORTHERN LIMIT THENCE WLY, ALONG SAID NORTHERN LIMIT, TO THE POINT OF COMMENCEMENT; EXC OUT OF PARCEL 3, ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT.</p>	
<p>31 Interlake Weanlings</p>	<p>2025527/1</p>	<p>E 1/2 OF SE 1/4 29-21-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT</p>	
<p>32 Interlake Weanlings</p>	<p>2025532/1</p>	<p>NE 1/4 29-21-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT</p>	<p>Caveat No. 254170/1, Manitoba Telephone System</p>
<p>33</p>	<p>2069109/1</p>	<p>LOT 1 PLAN 43542 WLTO EXC ALL</p>	<p>Caveat No. 3120434/1, S.S. Johnson</p>

Arborg Feeds		MINES AND MINERALS AS SET FORTH IN THE ORIGINAL GRANT FROM THE CROWN IN LOTS 46 AND 47-22-2 EPM	Farms Ltd. (Easement Agreement)
34 Interlake Weanlings	2025531/1	W 1/2 OF SE 1/4 29-21-3 EPM EXC ALL MINES AND MINERALS AS SET FORTH IN THE CROWN LANDS ACT	
35 (MLTO) Farmers Feeds	2282014/4	LOT 1 PLAN 33290 MLTO IN NE 1/4 4-3-4 WPM	<p>Caveat No. 33323/4, Man. Hydro-Electric Board & Man. Telephone System</p> <p>Caveat No. 91-3523/4, The Town of Winkler</p> <p>Caveat No. 91-3524/4, The Town of Winkler</p> <p>Caveat No. 1053179/4, MTS Communications Inc.</p> <p>Caveat No. 1163331/4, re The Puratone Corporation Dominant Tenancy</p>

PEMBINA VALLEY PIGS LTD.

36 (MLTO) Border Bacon	2229686/4	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	Caveat No. 1000373/4 , MTS Netcom Inc.
37 Southman Pork	2231170/1	SE 1/4 8-2-1 EPM EXC FIRSTLY: NLY 1485 FEET AND SECONDLY: ALL MINES AND MINERALS, WHICH WITHOUT LIMITING THE GENERALITY THEREOF, SHALL INCLUDE VALUABLE STONE	Caveat No. 2431419/1 , MTS Communications Inc.
38 (MLTO) K Line Pigs	2229689/4	ALL THAT PORTION OF THE WLY 1380 FEET PERP OF SW 1/4 13-2-4 WPM WHICH LIES TO THE SOUTH OF A LINE DRAWN ELY AT RIGHT ANGLES TO THE WESTERN LIMIT OF SAID QUARTER SECTION FROM A POINT IN THE SAME DISTANT THEREON 1320 FEET FROM THE SOUTHERN LIMIT OF SAID QUARTER SECTION	
39 (MLTO) Genetics West	2229692/4	LOT 1 PLAN 42020 MLTO IN NW 1/4 4-2-4 WPM	<p>Caveat No. 1010517/4, Peter Harder and Marion Agnes Harder (Right-of-Way Agreement)</p> <p>Caveat No. 1016150/4, MTS Communications Inc.</p>
40 (MLTO) Killarney Shamrock	2229694/4	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	<p>Caveat No. 33658/4, The Manitoba Telephone System</p> <p>Caveat No. 84-2934/4, Ducks Unlimited Canada</p>

		EXCEPTING - ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE REAL PROPERTY ACT	
41 (MLTO) Rosenfeld Piglets	2229698/4	THE N 1/2 OF SE 1/4 22-3-1 WPM EXCEPTING THEREOUT - ALL MINES AND MINERALS AS SET FORTH IN TRANSFER 84147 MLTO	Caveat No. 96-5918/4 , Henry Edward Fund et al
42 (MLTO) Rosenfeld Piglets	2229700/4	THE W 1/2 OF NW 1/4 23-3-1 WPM EXCEPTING THEREOUT - PUBLIC DRAIN PLAN 293 MLTO	Caveat No. 96-5918/4 , Henry Edward Funk et al Caveat No. 1000379/4 , MTS Netcom Inc.
43 (MLTO) Darling Pigs	2259328/4	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	Caveat No. 94-3281/4 , The Manitoba Hydro-Electric Board Caveat No. 1032067/4 , MTS Communications Inc.
44 (MLTO) Premium Pig Producers	2259329/4	THE SLY 1320 FEET PERP OF THE WLY 1320 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	Caveat No. 94-3284/4 , The Manitoba Hydro-Electric Board Caveat No. 1009316/4 , The Manitoba Hydro-Electric Board, et al Caveat No. 1068929/4 , Dominant/Servient Easement Agreement Caveat No. 1104474/4 , Dominant/Servient Easement Agreement re 4541775 Manitoba Ltd.

NIVERVILLE SWINE BREEDERS LTD.

45 Barn #2	1208595/1	NW 1/4 OF SEC 6-6-4 EPM EXC ELY 66 FEET	Caveat No. 1551477/1 , The Manitoba Telephone System
46 Barn #3	1525884/1	N 1/2 OF NW 1/4 10-7-3 EPM EXC PUBLIC ROAD PLAN 18416 WLTO	Caveat No. 206703/1 , Manitoba Telephone System
47 Barn #1	1718218/1	WLY 1320 FEET OF SW 1/4 12-7-3 EPM EXC NLY 1320 FEET	