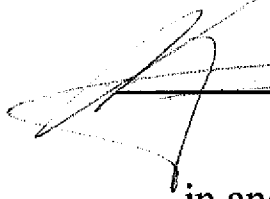


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**THIS IS EXHIBIT "6" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



---

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

---

MEMORANDUM OF AGREEMENT made this 6th day of June, 1997

BETWEEN:

RAY HILDEBRAND

(hereafter called "*Hildebrand*"),

OF THE FIRST PART,

- and -

PARADIGM FARMS LTD.

(hereafter called the "*Corporation*"),

OF THE SECOND PART.

- and -

EACH PERSON WHO ACQUIRES SHARES OF THE CORPORATION

(hereafter individually called a "*shareholder*" and collectively with Hildebrand called "*shareholders*"),

OF THE THIRD PART.

WHEREAS:

- (1) The parties to this agreement (other than the Corporation) are the only shareholders in the Corporation;
- (2) The parties wish to deal, among other things, with their rights as shareholders and the restriction of certain powers of the directors;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

## ARTICLE I

### UNANIMOUS SHAREHOLDERS AGREEMENT

1.01 The parties hereto declare this to be a Unanimous Shareholders Agreement within the meaning of The Corporations Act.

1.02 The directors shall not be entitled to take any action out of the ordinary course of business unless such action is approved by a confirming resolution of the shareholders.

1.03 Without limiting Article 1.02 the following shall require approval by confirming resolution of the shareholders, namely:

- (a) the issue of shares in the Corporation;
- (b) any amendment to the general by-laws of the Corporation;
- (c) the borrowing of monies in excess of \$100,000;
- (d) the entering into of any contract or arrangement other than in the ordinary day to day business or affairs of the Corporation;
- (e) the transfer of any shares in the Corporation.

1.04 Any shareholder or group of shareholders holding 35% or more of the voting shares may require a shareholders meeting to be held to consider matters referred to in the notice requesting the meeting and any resolution passed by the shareholders shall be of the same force and effect as if passed by the directors and approved by a confirming resolution of shareholders.

1.05 A "confirming resolution of shareholders" shall mean a resolution passed at a meeting of the shareholders at which not less than one half plus 1 (50% plus 1) of the votes cast at such meeting shall vote approval of such action, or in the case of a matter requiring a special resolution pursuant to the provisions of The Corporations Act, two-thirds of the votes cast at such meeting.

## ARTICLE II

### OPTION TO BUY

2.01 Upon death of an individual shareholder or the principal shareholder of a corporate shareholder, or the beneficial owner of shares held in trust pursuant to a registered retirement savings plan as such term is defined in the Income Tax Act of Canada (hereinafter the "*deceased*") then, subject to paragraph 2.05, the surviving shareholders (hereinafter called the "*optionee*") shall have the option of purchasing all but only all of the shares in the Corporation owned by the deceased or corporate shareholder of which he was the principal shareholder.

2.02 Unless the parties otherwise agree, the terms on which shares may be purchased are as follows:

- (a) the purchase price payable for shares shall be the fair value thereof determined in accordance with the provisions of Article IX;
- (b) the said option may be exercised at any time within the later of:

- (i) thirty days after the value of the shares of the deceased have been determined in accordance with the provisions of Article IX and notification given to all persons concerned, or;
  - (ii) ninety days following the death of the deceased.
- (c) the purchase price shall be payable in cash forthwith following the exercise of the option.

2.03 If all the shares owned by the deceased or corporate shareholder, as the case may be, are not purchased, then the personal representative or representatives of the deceased or corporate shareholder, as the case may be, shall be at liberty to sell such remaining shares to a third party.

2.04 If more than one person is entitled and wishes to purchase shares of the deceased or corporate shareholder of which the deceased was the principal shareholder then, unless they agree as to the number each will purchase, the provisions of Article VIII will apply to determine the number each can buy.

2.05 Notwithstanding the foregoing, in the event that the deceased has provided in his or her will that the shares (or in the case of a corporate shareholder, the shares of such corporate shareholder) are to be bequeathed to a member of the deceased's immediate family (which term shall mean husband, wife, child, brother or sister), then so long as such shares are transferred by the deceased's estate to such person, the option provided in paragraph 2.01 shall not apply.

### **ARTICLE III**

#### **OPTION TO BUY ON BANKRUPTCY**

3.01 On the bankruptcy or insolvency of any person that is a shareholder, or of the principal shareholder of a corporate shareholder, or the beneficial owner of shares held in trust pursuant to a registered retirement savings plan as such term is defined in the Income Tax Act of Canada, the person or trustee or registered owner entitled to the shares of such bankrupt or insolvent shareholder (hereafter called the "insolvent member"), shall be bound forthwith to offer all the shares in the Corporation of the insolvent member to the other shareholders who shall be entitled to purchase the shares in the same manner and upon the same terms as provided in Article II as if the insolvent member had died.

## ARTICLE IV

### WITHDRAWAL OF SHAREHOLDER

4.01 If any shareholder holding common shares in the Corporation wishes to withdraw from the Corporation, (hereinafter called the "offerer"), it shall notify the other shareholders (hereinafter collectively called the "offeree"), holding common shares in the Corporation, in writing, that it wishes to have the offeree purchase all of its shares in the Corporation, including preference shares, if any. If the parties cannot agree as to the manner or terms of purchase, the offeree holding common shares may purchase the offeror's shares at the fair value thereof as of the date of such notice determined in accordance with the provisions of Article IX of this agreement payable in cash on closing. If there are not sufficient persons who are willing to buy all of the offeror's shares within 30 days of the final determination of the value of the shares as aforesaid, then the offerer shall be at liberty to sell its shares to a third party.

4.02 Notwithstanding paragraph 4.01, no shareholder shall serve notice as therein provided unless at least one year has passed since the last notice served pursuant thereto or since a purchase in accordance with Article II or Article III.

## ARTICLE V

### RESTRICTIONS ON ISSUE OR TRANSFER OF SHARES

5.01 Except for shares now issued no further shares shall be issued without the written consent of all the shareholders and then unless otherwise unanimously agreed, they shall be offered to the shareholders pro rata to their then shareholdings at the same price and on the same terms.

5.02 Except as expressly provided in this agreement, no person shall be entitled to pledge or charge his shares or any interest therein without the consent in writing of shareholders holding at least 75% of voting stock. All share certificates in the capital stock of the Corporation issued shall have an appropriate endorsement as required by the provisions of The Act. In the event any shares are transferred, the transferee shall be bound by the terms of this agreement and execute a separate agreement if requested to do so.

## ARTICLE VI

### RIGHTS AND OBLIGATIONS OF SHAREHOLDER(S)

6.01 The shareholders, as shareholders, shall vote their shares so that the board of directors of the Corporation includes at least one nominee of The Puratone Corporation, including replacements thereof.

## ARTICLE VII

### RIGHTS AND OBLIGATIONS OF FORMER SHAREHOLDERS

7.01 If any shareholder(s) shall purchase the interest of any other shareholder (the "*Vendor*"), then the one purchasing shall indemnify and save harmless the Vendor or the Vendor's estate of all liability that the Vendor incurred on behalf of the Corporation, and if more than one shareholder purchases such indemnity shall be joint and several and the purchasers shall use their best endeavours to obtain a release of the Vendor from any obligation assumed by the Vendor on behalf of the Corporation.

7.02 The provisions of paragraph 7.01 herein shall apply in like manner to any liability incurred by a shareholder for the Corporation.

## ARTICLE VIII

### PRO RATA PURCHASE OF SHARES

8.01 Where shareholders are entitled to purchase shares, such purchase shall be pro rata according to the number of common shares already held by them respectively, provided that no shareholder shall be obligated to take more than the said maximum number of shares desired by him. If any of the common shareholders do not in such event claim his proportionate amount of shares, the unclaimed shares shall be used for satisfying the claims of other common shareholders for excess shares, and if the claims which are in excess are more than sufficient to exhaust the excess, then the unclaimed shares shall be divided pro rata among the common shareholders desiring the excess shares in proportion to their then existing common shareholdings, but not exceeding the maximum amount desired by each of them, until all such shares are purchased. Provided however, no shareholder shall be required to sell any of his shares in the Corporation unless all his shares are so purchased, but nothing shall restrict the obligations of the remaining shareholders to purchase all shares in the manner and to the extent expressly provided by this Agreement.

## ARTICLE IX

### FAIR VALUE OF SHARES

9.01 For the purpose of this agreement "the fair value of shares" shall mean, unless the parties shall otherwise agree, the value per share determined by accountants or auditors of the Corporation. In determining what is fair value, the accountant or auditor shall determine what the Corporation is worth as a going concern and if necessary, may appoint experts and advisors for the purpose of assistance; provided however, if the shareholders have, by majority vote, within a period of one year prior to the date as to which the valuation is to be determined, agreed as to the value of the Corporation as a going concern, such valuation being made on the assumption that there are no debts or liabilities of the Corporation, then the value of common shares of the Corporation shall be computed by deducting from the value of the Corporation agreed upon, all the debts and

liabilities of the Corporation as of the relevant date, and the value of preference shares then issued and dividing this value by the number of common shares in the Corporation then outstanding. Preference shares (if any) shall be valued in accordance with their value based on the rights of the owners thereof.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

10.01 In the event that a winding up of the Corporation is required by the provisions of this agreement as herein set forth, the shareholders agree that they and each of them will do all such things necessary or desirable therefor, and the provisions contained in this agreement for the winding up of the Corporation may be specifically enforced by mandatory injunction issued by a court of competent jurisdiction, damages not being considered an adequate remedy.

10.02 In the event that any court of competent jurisdiction shall hold any provision or provisions contained in this agreement to be invalid nevertheless the remaining provisions shall be in force and effect and deemed severable from any such provision or provisions. Without restricting the generality of the foregoing, the provision whereby the parties agree to bind themselves as shareholders shall be deemed severable from the provisions whereby they agree to bind themselves as directors and this agreement shall be construed accordingly.

10.03 The Corporation insofar as it lies in its power to do so agrees to be bound by the terms of this agreement and to do and perform all such acts and things in its power to perform fully and effectually as provided in this agreement and further agrees insofar as it lies in its power to refrain from so doing, not to do anything contrary to the provisions of this agreement.

10.04 The shares of any person shall include any shares held by any nominee or trustee.

10.05 If any person shall in accordance with the provisions of this agreement, sell all his shares in the Corporation, the provisions of this Agreement shall continue to apply to the remaining shareholders.

10.06 As soon as the shares in the capital stock of the Corporation owned by any shareholder shall be purchased by the other or others, the Corporation shall pay to the vendor any monies owing to the vendor. If the vendor shall be indebted to the Corporation, the vendor shall before being entitled to payment for his shares, pay to the Corporation, all monies owing by the vendor to the Corporation. For clarity, it is agreed that the provisions of this clause shall apply not only to shares of the parties hereto, but to the shares owned by any other person as a result of operation of law and whether as a result of death, or bankruptcy, or otherwise.

10.07 Where a person is entitled to purchase shares as provided for in this agreement and fractional ownership of shares will result, the shares may be transferred to any one or more shareholders entitled thereto, as trustee for all the persons entitled thereto and only to the percentage interest of any shareholder in such shares so held shall be considered that person's share.

10.08 All the provisions of this agreement entitling a person to require the purchase or sale of shares in the Corporation, shall include such person, that person's personal representative or representatives, any person entitled to such shares by transmission or operation of law as a result of the death, bankruptcy or insanity of a shareholder, and such rights may be exercised even though such person is not the registered holder of those shares and even though such person is not entitled to become the registered holder of shares.

10.09 Where this agreement requires the winding-up, any shareholder may require that before proceeding with such winding up, the Corporation shall use its best efforts to sell all of its assets as a going concern including the goodwill thereof (but without any restrictive covenants by the shareholders) and thereupon the shareholders shall do all things necessary so that the said sale may be carried out either for cash or on terms on the most advantageous terms to the Corporation and following such sale the Corporation shall proceed forthwith to wind-up. If said sale is not concluded within six months in any event, then the winding up shall be forthwith proceeded with. The parties shall be entitled to bid at any such sale in competition with the general public.

10.10 The expression "winding up" shall include "dissolution" as defined in the Act.

10.12 Any notice, direction, waiver, or other document required or permitted to be given hereunder shall be in writing and may be given by mailing the same postage prepaid to the shareholders or the Corporation at the last know address thereof in the records of the Corporation, or in the case of the Corporation:

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

Any notice, direction, waiver or other document aforesaid if mailed shall be deemed to have been received on the fourth (4th) business day following the day on which it was mailed. Any party may from time to time change the address to which notices are to be given.

10.12 This Agreement may be executed in one or more counterparts.

10.13 Persons becoming shareholders subsequent to the date of this Agreement are deemed to have executed this Agreement as an original party thereto.



## ARTICLE XI

### OUTSIDE OFFER

11.01 Notwithstanding anything to the contrary herein contained, in the event that a bona fide offer for all of the shares in the Corporation is received from an outsider(s), and if a majority of the shareholders of the Corporation are desirous of accepting such offer (hereinafter called "the acceptors") and if others are not, (hereinafter called the "refusers") the refusers shall be entitled to purchase from the acceptors their shares in the Corporation paying to them the same price that they would have received and in the same manner had the sale to the outsider(s) gone through and in the event that the outsider(s) were prepared to give and/or obtain indemnifications and/or guarantees or obtain releases of any obligations for which any one or more of the parties to this agreement are liable then unless the refusers are able to give guarantees and/or indemnifications or obtain releases of equivalent value, then all parties shall sell to the outsider(s), the acceptors shall be entitled to carry out such sale on behalf of the refusers.

11.02 For the purposes of Article 11.01, "majority" shall mean a person or persons holding a majority of the voting stock in the Corporation.

11.03 "Outsider(s)" shall mean a person or persons not related to any of the shareholders and who is dealing at arms-length. Related person and arms-length shall have the same meanings therefor under the provisions of The Income Tax Act of Canada.

## ARTICLE XII

### INTERPRETATION

12.01 In this agreement the singular shall include the plural and vice versa, the male gender shall include the female gender and vice versa and each shall include the neuter gender and the neuter gender shall include the male and female gender.

12.02 "The Act" means the statute under which this Corporation has been incorporated or any Act substituted therefor as amended from time to time, but reference shall be to The Act and amendments thereto in force at each relevant time.

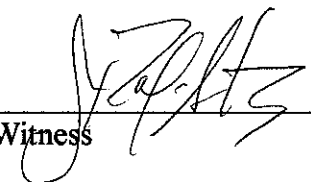
12.03 In this agreement, unless the context otherwise requires:


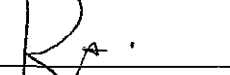
- (a) "Common shares" shall mean a share, the holder of which is not precluded upon the reduction or redemption of the capital stock from participating in the assets of the Corporation beyond the amount paid up thereon plus a fixed premium and a defined rate of dividend;
- (b) "Preference shares" shall mean a share other than a common share (as defined in this Article);
- (c) "Person" shall include bodies corporate and trusts;

- (d) "Principal shareholder" means the person, if any, who controls a corporate shareholder as control is defined in the Income Tax Act of Canada.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE PROPERLY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

  
\_\_\_\_\_  
Witness

PARADIGM FARMS LTD.  
PER:   
\_\_\_\_\_  
  
\_\_\_\_\_  
RAY HILDEBRAND

MEMORANDUM OF AGREEMENT made as of the 29th day of September, 1999

BETWEEN:

PARADIGM FARMS LTD.

(hereafter called the "*Corporation*"),

OF THE FIRST PART.

- and -

EACH OF THE SHAREHOLDERS OF THE CORPORATION

(hereafter individually called a "*shareholder*" and collectively called "*shareholders*"),

OF THE SECOND PART.

WHEREAS:

- (1) The parties to this agreement (other than the Corporation) are the only shareholders in the Corporation;
- (2) The parties to this agreement are party to a certain Unanimous Shareholder Agreement dated June 6, 1997 (the "Original Agreement");
- (3) The parties wish to amend the provisions of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Paragraph 1.03 of the Original Agreement is amended by deletion of sub-paragraph (a).
2. The Original Agreement is amended by adding paragraphs 1.06 to 1.08 as follows:
  - 1.06 The directors of the Corporation shall not serve notice of termination to The Puratone Corporation in respect of its management and marketing contracts with the Corporation without the prior written approval of shareholders holding at least 90% of the issued common shares in the Corporation other than The Puratone Corporation and without including in such calculation the common shares held by The Puratone Corporation.
  - 1.07 The directors shall not be entitled to take any of the following actions unless such action is approved in writing by shareholders holding at least 80% of the issued common shares in the Corporation, namely:

- (a) the incurring of capital expenditures or acquisition of capital assets (including shares or partnership interests) other than in the ordinary course of the business of the Corporation;
- (b) the taking of any action which would result in a material change in the nature of the business of the Corporation;
- (c) the taking of any action which result in a material change in the financial prospects of the Corporation or to its balance sheet;
- (d) the sale of a substantial portion of the assets of the Corporation;
- (e) except as permitted in accordance with paragraph 5.03, the issuance of further shares in the capital stock of the Corporation;
- (f) the taking of any action which would result in the breach of any of the Corporation's covenants with secured creditors.

1.08 The Corporation shall enter into an amended management and marketing contract with The Puratone Corporation which shall require not less than 12 months notice of termination.

3. The Original Agreement is amended by adding paragraph 5.03 as follows:

5.03 Notwithstanding paragraph 5.01, shares in the capital stock of the Corporation may be issued to the holders of convertible securities in the Corporation in accordance with the rights of such holders provided in such securities, and there shall be no restrictions on the powers of the directors to issue such convertible securities except as set forth in The Corporations Act.

4. Paragraph 6.01 of the Original Agreement is deleted and there is substituted therefor the following:

6.01 The shareholders, as shareholders, agree to vote their shares such that:

- (a) the Board of Directors shall consist of 7 persons;
- (b) three such directors shall be nominees of The Puratone Corporation;
- (c) three such directors shall be elected by a majority of votes of the shareholders; and
- (d) one such director shall be a nominee of shareholders who hold individually not less than 10% of the issued common shares other than The Puratone Corporation, provided that if there is no shareholder other than The Puratone Corporation holding at least 10% of the issued common shares in

the Corporation, then such director shall be appointed by the unanimous approval of the directors elected as provided in sub-paragraphs (b) and (c).

- 5. The Original Agreement, as herein amended, shall continue in full force and effect.
- 6. This Agreement may be executed in one or more counterparts. An executed counterpart of this Agreement transmitted by facsimile shall be deemed for all purposes an original.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE PROPERLY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

AL-GATOR SERVICE LTD.

PER: see attached

see attached  
ABE K. REIMER

MARG PENNER

see attached  
ABE REIMER

BAYSHORE FARMS INC.

PER: see attached

see attached  
BOH WOHLERS

see attached  
CLAUDIA HUEGING

see attached  
CLAUDIA HUEGING (as beneficial owner)

PARADIGM FARMS LTD.

PER: \_\_\_\_\_

see attached  
JAKE PENNER

see attached  
NORMA REIMER

see attached  
BARNEY SIGVALDASON

see attached  
BARNEY SIGVALDASON (as beneficial owner)

see attached  
BENNY DUECK

see attached  
CAMERON DUECK

see attached  
DAVID JACOBSON

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AL-GATOR SERVICE LTD.

PARADIGM FARMS LTD.

PER: Denise Camero

PER: \_\_\_\_\_

\_\_\_\_\_  
ABE K. REIMER

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JAKE PENNER

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MARG PENNER

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NORMA REIMER

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ABE REIMER

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BARNEY SIGVALDASON

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BARNEY SIGVALDASON (as  
beneficial owner)

BAYSHORE FARMS INC.

PER: \_\_\_\_\_

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BENNY DUECK

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BOH WOHLERS

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CAMERON DUECK

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CLAUDIA HUEGING

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DAVID JACOBSON

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CLAUDIA HUEGING (as beneficial  
owner)

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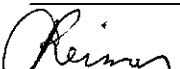
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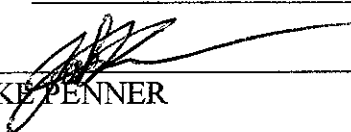
AL-GATOR SERVICE LTD.

PARADIGM FARMS LTD.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

  
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ABE K. REIMER

  
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JAKE PENNER

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NORMA REIMER

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ABE REIMER

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BARNEY SIGVALDASON

\_\_\_\_\_  
BARNEY SIGVALDASON (as  
beneficial owner)

BAYSHORE FARMS INC.

PER: \_\_\_\_\_

\_\_\_\_\_  
BENNY DUECK

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BOH WOHLERS

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CLAUDIA HUEGING

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DAVID JACOBSON

\_\_\_\_\_  
CLAUDIA HUEGING (as beneficial  
owner)

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- 5. The Original Agreement, as herein amended, shall continue in full force and effect.
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AL-GATOR SERVICE LTD.

PARADIGM FARMS LTD.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

\_\_\_\_\_  
ABE K. REIMER

\_\_\_\_\_  
JAKE PENNER

\_\_\_\_\_  
MARG PENNER

*Norma Reimer*  
\_\_\_\_\_  
NORMA REIMER

*Abel M. Reimer*  
\_\_\_\_\_  
ABE REIMER

\_\_\_\_\_  
BARNEY SIGVALDASON

\_\_\_\_\_  
BARNEY SIGVALDASON (as  
beneficial owner)

BAYSHORE FARMS INC.

PER: \_\_\_\_\_

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\_\_\_\_\_  
CLAUDIA HUEGING (as beneficial  
owner)



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AL-GATOR SERVICE LTD.

PARADIGM FARMS LTD.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

\_\_\_\_\_  
ABE K. REIMER


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JAKE PENNER

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MARG PENNER

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NORMA REIMER

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ABE REIMER

  
\_\_\_\_\_  
BARNEY SIGVALDASON

  
\_\_\_\_\_  
BARNEY SIGVALDASON (as  
beneficial owner)

BAYSHORE FARMS INC.

PER: \_\_\_\_\_

\_\_\_\_\_  
BENNY DUECK

\_\_\_\_\_  
BOH WOHLERS

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\_\_\_\_\_  
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DAVID JACOBSON

\_\_\_\_\_  
CLAUDIA HUEGING (as beneficial  
owner)

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AL-GATOR SERVICE LTD.

PARADIGM FARMS LTD.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

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JAKE PENNER

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NORMA REIMER

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ABE REIMER

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BARNEY SIGVALDASON

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BARNEY SIGVALDASON (as  
beneficial owner)

BAYSHORE FARMS INC.

PER: *Oliver K. Knecht*

*B. J. Dueck*

BENNY DUECK

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BOH WOHLERS

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CAMERON DUECK

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CLAUDIA HUEGING

\_\_\_\_\_  
DAVID JACOBSON

\_\_\_\_\_  
CLAUDIA HUEGING (as beneficial  
owner)

the Corporation, then such director shall be appointed by the unanimous approval of the directors elected as provided in sub-paragraphs (b) and (c).

- 5. The Original Agreement, as herein amended, shall continue in full force and effect.
- 6. This Agreement may be executed in one or more counterparts. An executed counterpart of this Agreement transmitted by facsimile shall be deemed for all purposes an original.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE PROPERLY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

AL-GATOR SERVICE LTD.

PARADIGM FARMS LTD.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

\_\_\_\_\_  
ABE K. REIMER

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JAKE PENNER

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MARG PENNER

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NORMA REIMER

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ABE REIMER

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BARNEY SIGVALDASON

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BARNEY SIGVALDASON (as  
beneficial owner)

BAYSHORE FARMS INC.

PER: \_\_\_\_\_

  
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BENNY DUECK

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BOH WOHLERS

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BARNEY SIGVALDASON (as  
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BARNEY SIGVALDASON (as  
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CAMERON DUECK

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*Claudia Hueging*  
CLAUDIA HUEGING

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DAVID JACOBSON

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BARNEY SIGVALDASON (as  
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BAYSHORE FARMS INC.

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DAVID JACOBSON

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CLAUDIA HUEGING (as beneficial  
owner)

see attached  
JEFF JACOBSON

see attached  
DENNIS FRIESEN

see attached  
DOUGLAS BRUCE

see attached  
DENNIS FRIESEN (as beneficial owner)

see attached  
DOUGLAS BRUCE (as beneficial owner)

DUMAS HOLDINGS INC.

PER: see attached

see attached  
ERNA FRIESEN

see attached  
FRANK A. HUEGING

see attached  
ERNA FRIESEN (as beneficial owner)

see attached  
FRANK A. HUEGING (as beneficial owner)

FRONTIER TURKEY FARMS INC.

PER: see attached

see attached  
GEORGE LOEWEN

see attached  
GERALD SIGVALDASON

see attached  
GERRY MOORE

see attached  
GLEN HILMAR JOHNSON

see attached  
GLEN SIGVALDASON

see attached  
GLEN HILMAR JOHNSON (as beneficial owner)

see attached  
JODINE SIGVALDASON

see attached  
GLORIA WOHLERS

Heleen Koslowsky  
HELEN KOSLOWSKY

see attached  
HENRY HUEGING

Heleen Koslowsky  
HELEN KOSLOWSKY (as beneficial owner)

see attached  
HENRY HUEGING (as beneficial owner)



Jeff Jacobson  
JEFF JACOBSON

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DENNIS FRIESEN

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DENNIS FRIESEN (as beneficial owner)

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DOUGLAS BRUCE

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DUMAS HOLDINGS INC.

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DOUGLAS BRUCE (as beneficial owner)

PER: \_\_\_\_\_

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ERNA FRIESEN

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FRANK A. HUEGING

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ERNA FRIESEN (as beneficial owner)

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FRANK A. HUEGING (as beneficial owner)

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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

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GEORGE LOEWEN

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GERALD SIGVALDASON

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GERRY MOORE

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GLEN SIGVALDASON

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GLEN HILMAR JOHNSON (as beneficial owner)

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JODINE SIGVALDASON

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GLORIA WOHLERS

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HELEN KOSLOWSKY (as beneficial owner)

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HENRY HUEGING (as beneficial owner)

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JEFF JACOBSON

  
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DENNIS FRIESEN

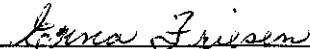
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DENNIS FRIESEN (as beneficial  
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DOUGLAS BRUCE


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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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DOUGLAS BRUCE (as beneficial  
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FRONTIER TURKEY FARMS INC.

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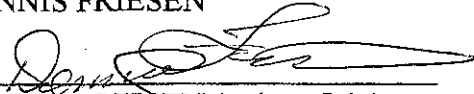
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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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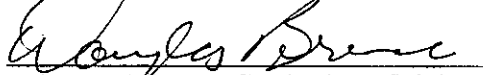
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DENNIS FRIESEN (as beneficial  
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DUMAS HOLDINGS INC.

  
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DOUGLAS BRUCE (as beneficial  
owner)

PER: \_\_\_\_\_

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FRANK A. HUEGING

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ERNA FRIESEN (as beneficial owner)

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FRONTIER TURKEY FARMS INC.

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GLEN HILMAR JOHNSON (as  
beneficial owner)

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JODINE SIGVALDASON

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GLORIA WOHLERS

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HELEN KOSLOWSKY

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HENRY HUEGING

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HELEN KOSLOWSKY (as beneficial  
owner)

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HENRY HUEGING (as beneficial  
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JEFF JACOBSON

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DENNIS FRIESEN

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DENNIS FRIESEN (as beneficial  
owner)

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DOUGLAS BRUCE

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DUMAS HOLDINGS INC.

PER: *J. Dumas*

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DOUGLAS BRUCE (as beneficial  
owner)

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ERNA FRIESEN

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FRANK A. HUEGING

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ERNA FRIESEN (as beneficial owner)

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FRANK A. HUEGING (as beneficial  
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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

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DENNIS FRIESEN (as beneficial  
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DOUGLAS BRUCE

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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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DOUGLAS BRUCE (as beneficial  
owner)

*Frank Hueging*  
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FRANK A. HUEGING

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ERNA FRIESEN

*Frank Hueging*  
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FRANK A. HUEGING (as beneficial  
owner)

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ERNA FRIESEN (as beneficial owner)

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FRONTIER TURKEY FARMS INC.

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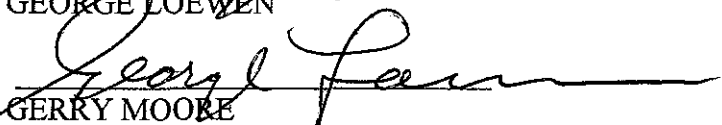
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FRANK A. HUEGING (as beneficial  
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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

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DOUGLAS BRUCE (as beneficial  
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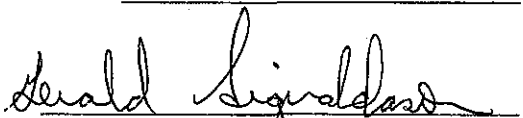
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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

  
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GERALD SIGVALDASON

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GEORGE LOEWEN

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GERRY MOORE

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GLEN SIGVALDASON

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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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GERRY MOORE

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GLEN HILMAR JOHNSON (as  
beneficial owner)

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JODINE SIGVALDASON

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GLORIA WOHLERS

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HELEN KOSLOWSKY

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HENRY HUEGING

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HELEN KOSLOWSKY (as beneficial  
owner)

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HENRY HUEGING (as beneficial  
owner)

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JEFF JACOBSON

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DENNIS FRIESEN

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DOUGLAS BRUCE

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DENNIS FRIESEN (as beneficial  
owner)

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DOUGLAS BRUCE (as beneficial  
owner)

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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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ERNA FRIESEN

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FRANK A. HUEGING

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ERNA FRIESEN (as beneficial owner)

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FRANK A. HUEGING (as beneficial  
owner)

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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

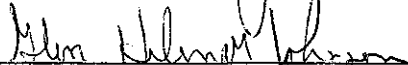
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GERRY MOORE

  
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GLEN SIGVALDASON

  
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GLEN HILMAR JOHNSON (as  
beneficial owner)

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JODINE SIGVALDASON

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HELEN KOSLOWSKY (as beneficial  
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DENNIS FRIESEN (as beneficial  
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DOUGLAS BRUCE

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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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DOUGLAS BRUCE (as beneficial  
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FRANK A. HUEGING

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ERNA FRIESEN (as beneficial owner)

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FRANK A. HUEGING (as beneficial  
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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

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GEORGE LOEWEN

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*Glen Sigvaldason*  
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GLEN SIGVALDASON

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GLEN HILMAR JOHNSON

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GLEN HILMAR JOHNSON (as  
beneficial owner)

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HELEN KOSLOWSKY (as beneficial  
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DOUGLAS BRUCE (as beneficial  
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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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FRANK A. HUEGING

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ERNA FRIESEN (as beneficial owner)

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FRANK A. HUEGING (as beneficial  
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FRONTIER TURKEY FARMS INC.

PER: \_\_\_\_\_

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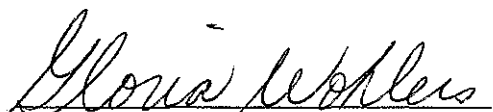
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GLEN HILMAR JOHNSON (as  
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DUMAS HOLDINGS INC.

PER: \_\_\_\_\_

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DOUGLAS BRUCE (as beneficial  
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FRONTIER TURKEY FARMS INC.

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GLEN HILMAR JOHNSON (as  
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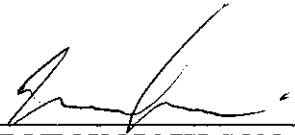
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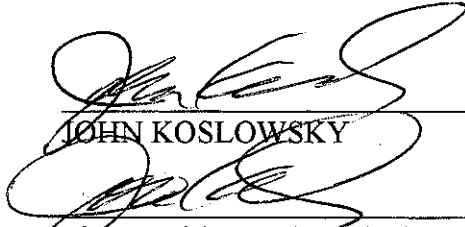
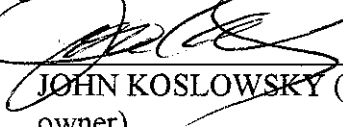
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HENRY HUEGING

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HELEN KOSLOWSKY (as beneficial  
owner)

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*HENRY HUEGING*  
HENRY HUEGING (as beneficial  
owner)

  
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IRVIN KORNELSON

see attached  
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JEAN CAMPBELL

  
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JOHN KOSLOWSKY (as beneficial owner)

see attached  
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JUDITH BUCHKO

see attached  
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LORNA FLOYD

see attached  
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LORNA FLOYD (as beneficial owner)

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LYDIA PLETT

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LYDIA PLETT (as beneficial owner)

see attached  
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MARINO SIGVALDASON

see attached  
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MARINO SIGVALDASON (as beneficial owner)

see attached  
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MARTHA DUECK

see attached  
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MARTHA DUECK (as beneficial owner)

  
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ROSE KORNELSON

see attached  
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JEFF BARYLSKI

see attached  
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JEFF BARYLSKI (as beneficial owner)

JORDEK HOLDINGS INC.

PER: see attached

see attached  
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LEONARD McKNIGHT

see attached  
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LEONARD McKNIGHT (as beneficial owner)

see attached  
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LORNE FLOYD

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LORNE FLOYD (as beneficial owner)

see attached  
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LYLE COOK

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MARK BRANDT

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JEFF BARYLSKI

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JEFF BARYLSKI (as beneficial owner)

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JORDEK HOLDINGS INC.

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JOHN KOSLOWSKY (as beneficial owner)

PER: \_\_\_\_\_

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LEONARD McKNIGHT (as beneficial owner)

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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON (as beneficial owner)

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MELANIE MAKSIMYK

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MARTHA DUECK (as beneficial owner)



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JEFF BARYLSKI

*Jeff Barylski*  
*Jeff Barylski*

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JEFF BARYLSKI (as beneficial owner)

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JOHN KOSLOWSKY

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JORDEK HOLDINGS INC.

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JOHN KOSLOWSKY (as beneficial owner)

PER: \_\_\_\_\_

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JUDITH BUCHKO

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LEONARD McKNIGHT (as beneficial owner)

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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON (as beneficial owner)

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MARTHA DUECK (as beneficial owner)

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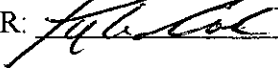
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JEFF BARYLSKI

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JEFF BARYLSKI (as beneficial owner)

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JOHN KOSLOWSKY

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JORDEK HOLDINGS INC.

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JOHN KOSLOWSKY (as beneficial owner)

PER:  \_\_\_\_\_

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LEONARD McKNIGHT (as beneficial owner)


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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON (as beneficial owner)

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MARTHA DUECK (as beneficial owner)

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JEFF BARYLSKI (as beneficial owner)

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JOHN KOSLOWSKY

JORDEK HOLDINGS INC.

PER: \_\_\_\_\_

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JOHN KOSLOWSKY (as beneficial owner)

  
JUDITH BUCHKO

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LEONARD McKNIGHT

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LEONARD McKNIGHT (as beneficial owner)

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LORNA FLOYD (as beneficial owner)

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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON (as beneficial owner)

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MARTHA DUECK (as beneficial owner)

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ROSE KORNELSON

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JEAN CAMPBELL

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JEFF BARYLSKI



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JEFF BARYLSKI (as beneficial owner)

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JOHN KOSLOWSKY

JORDEK HOLDINGS INC.

PER: \_\_\_\_\_

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JOHN KOSLOWSKY (as beneficial owner)

  
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LEONARD MCKNIGHT (as beneficial owner)

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JUDITH BUCHKO

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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON (as beneficial owner)

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MARTHA DUECK (as beneficial owner)

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JEFF BARYLSKI (as beneficial owner)

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JORDEK HOLDINGS INC.

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JOHN KOSLOWSKY (as beneficial owner)

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LEONARD McKNIGHT

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LEONARD McKNIGHT (as beneficial owner)

*Lorna Floyd*  
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LORNA FLOYD

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LORNE FLOYD

*Lorna Floyd*  
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LORNA FLOYD (as beneficial owner)

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LYDIA PLETT

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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON

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MARK BRANDT

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MARINO SIGVALDASON (as beneficial owner)

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MARTHA DUECK (as beneficial owner)

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JEFF BARYLSKI (as beneficial owner)

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JORDEK HOLDINGS INC.

PER: \_\_\_\_\_


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JOHN KOSLOWSKY (as beneficial owner)

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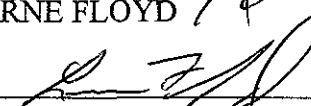
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JORDEK HOLDINGS INC.

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LYDIA PLETT (as beneficial owner)

*M. Sigvaldason*  
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MARINO SIGVALDASON

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MARK BRANDT

*M.A. Sigvaldason*  
*M.A. Sigvaldason*  
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MARINO SIGVALDASON (as beneficial owner)

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JORDEK HOLDINGS INC.

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MARTHA DUECK (as beneficial owner)



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JEFF BARYLSKI (as beneficial owner)

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JORDEK HOLDINGS INC.

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LEONARD McKNIGHT (as beneficial owner)

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MARK BRANDT

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MARINO SIGVALDASON (as beneficial owner)

✓ *Martha Dueck*  
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MARTHA DUECK

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MELANIE MAKSIMYK

✦ *Martha Dueck*  
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MARTHA DUECK (as beneficial owner)

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JEFF BARYLSKI

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JEFF BARYLSKI (as beneficial owner)

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JOHN KOSLOWSKY

JORDEK HOLDINGS INC.

PER: \_\_\_\_\_

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JOHN KOSLOWSKY (as beneficial owner)

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JUDITH BUCHKO

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LEONARD McKNIGHT

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LEONARD McKNIGHT (as beneficial owner)

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LORNA FLOYD

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LORNE FLOYD

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LORNA FLOYD (as beneficial owner)

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LORNE FLOYD (as beneficial owner)

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LYDIA PLETT

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LYLE COOK

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LYDIA PLETT (as beneficial owner)

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MARINO SIGVALDASON

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MARK BRANDT

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MARINO SIGVALDASON (as beneficial owner)

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MARTHA DUECK

  
MELANIE MAKSIMYK

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MARTHA DUECK (as beneficial owner)



Elsie Letkeman  
ELSIE LETKEMAN

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MENNO PLETT

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

\_\_\_\_\_  
PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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ROBERT GREEN

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BETTY GREEN

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ROBERT MARTIN

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RON BARYLSKI

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)


SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

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ELSIE LETKEMAN

  
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MICHAEL E. PERSOAGE

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

RAM FARMS

PER: \_\_\_\_\_

RMD HOLDINGS

PER: \_\_\_\_\_

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BETTY GREEN

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RON BARYLSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

PER: \_\_\_\_\_

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MENNO PLETT

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MENNO PLETT (as beneficial owner)

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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PETER ELIAS

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ROBERT GREEN

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ROBERT MARTIN

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RON MOROSKI

SARKEI VENTURES INC.

PER: \_\_\_\_\_

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ELSIE LETKEMAN

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MENNO PLETT

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

*M. Sigvaldason*  
\_\_\_\_\_  
MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

*Roslyn Sigvaldason*  
\_\_\_\_\_  
ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

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PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

PER: \_\_\_\_\_

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ELSIE LETKEMAN

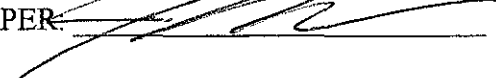
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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: 

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

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RAM FARMS

PER: \_\_\_\_\_

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RMD HOLDINGS

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

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PER: \_\_\_\_\_

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

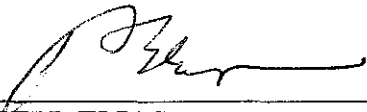
NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

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PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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ROBERT GREEN

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ROBERT MARTIN

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

PER: \_\_\_\_\_

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

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PETER ELIAS

RAM FARMS

BY  
PER: 

*I have the authority to  
bind the partnership*

\_\_\_\_\_  
RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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ROBERT GREEN

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

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PETER ELIAS

RAM FARMS

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RANDY BUCHKO

RMD HOLDINGS

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ROBERT MARTIN

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

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PER: \_\_\_\_\_

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ELSIE LETKEMAN

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MENNO PLETT

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

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PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

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PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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*Robert Green*  
ROBERT GREEN

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*Betty Green*  
BETTY GREEN

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ROBERT MARTIN

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RON BARYLSKI

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

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MENNO PLETT (as beneficial owner)

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NORTHERN GENETICS INC.

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RAM FARMS

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RANDY BUCHKO

RMD HOLDINGS

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ROBERT GREEN

*Robert Martin*

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ROBERT MARTIN

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BETTY GREEN

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ORBANSKI VENTURES

PER: \_\_\_\_\_

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RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

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RON MOROSKI

  
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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

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PER: \_\_\_\_\_

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ELSIE LETKEMAN

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

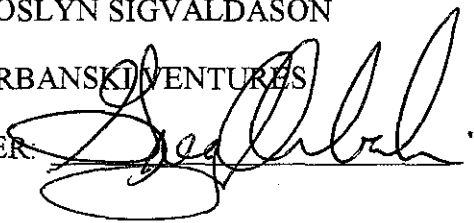
NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_



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PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

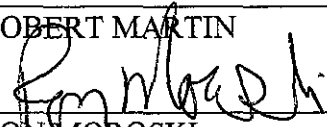
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ROBERT GREEN

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BETTY GREEN

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ROBERT MARTIN

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RON BARYLSKI

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RON MOROSKI



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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

PER: \_\_\_\_\_

PER: \_\_\_\_\_

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ELSIE LETKEMAN

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MENNO PLETT

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

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PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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ROBERT GREEN

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ROBERT MARTIN

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RON BARYLSKI

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RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

SARKEI VENTURES INC.

PER:  \_\_\_\_\_

PER: \_\_\_\_\_



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ELSIE LETKEMAN

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MENNO PLETT

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MENNO PLETT (as beneficial owner)

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MICHAEL E. PERSOAGE

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MORLEY SIGVALDASON

NORTHERN GENETICS INC.

PER: \_\_\_\_\_

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ROSLYN SIGVALDASON

ORBANSKI VENTURES

PER: \_\_\_\_\_

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PETER ELIAS

RAM FARMS

PER: \_\_\_\_\_

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RANDY BUCHKO

RMD HOLDINGS

PER: \_\_\_\_\_

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ROBERT GREEN

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BETTY GREEN

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ROBERT MARTIN

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RON BARYLSKI

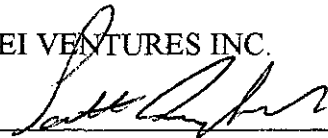
\_\_\_\_\_  
RON MOROSKI

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RON BARYLSKI (as beneficial owner)

SALUKI HOLDINGS INC.

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SARKEI VENTURES INC.

PER: \_\_\_\_\_

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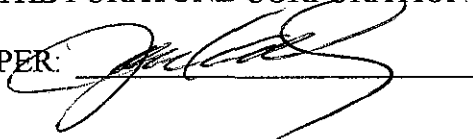
SBD HOLDINGS

PER: see attached

see attached  
SHELLY McKNIGHT

see attached  
SHELLY McKNIGHT (as beneficial owner)

THE PURATONE CORPORATION

PER: 

see attached  
VICTOR B. PALSSON

see attached  
VICTOR EYOLFSON

see attached  
PAT EYOLFSON

see attached  
TRACY EYOLFSON

see attached  
MICHELLE EYOLFSON

see attached  
OWEN EYOLFSON

WARD BOND

see attached  
WILLIAM GRIMOLFSON

see attached  
WILMAR LOEWEN

see attached  
WILLIAM GRIMOLFSON (as beneficial owner)

see attached  
WILMAR LOEWEN (as beneficial owner)

see attached  
BURGHARD WOHL (as beneficial owner)

SBD HOLDINGS

PER: 

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SHELLY McKNIGHT

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SHELLY McKNIGHT (as beneficial owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

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VICTOR B. PALSSON

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VICTOR EYOLFSON

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PAT EYOLFSON

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TRACY EYOLFSON

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MICHELLE EYOLFSON

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WARD BOND

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WILLIAM GRIMOLFSON

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WILMAR LOEWEN

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WILLIAM GRIMOLFSON (as beneficial owner)

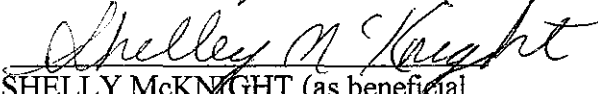
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WILMAR LOEWEN (as beneficial owner)

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BURGHARD WOHL (as beneficial owner)

SBD HOLDINGS

PER: \_\_\_\_\_

  
SHELLY McKNIGHT

  
SHELLY McKNIGHT (as beneficial owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

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VICTOR B. PALSSON

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VICTOR EYOLFSON

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PAT EYOLFSON

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TRACY EYOLFSON

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WILLIAM GRIMOLFSON (as beneficial owner)

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WILMAR LOEWEN (as beneficial owner)

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BURGHARD WOHL (as beneficial owner)

SBD HOLDINGS

PER: \_\_\_\_\_

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SHELLY McKNIGHT

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SHELLY McKNIGHT (as beneficial  
owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

*Victor Palsson*  
\_\_\_\_\_  
VICTOR B. PALSSON

\_\_\_\_\_  
VICTOR EYOLFSON

\_\_\_\_\_  
PAT EYOLFSON

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TRACY EYOLFSON

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MICHELLE EYOLFSON

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WILLIAM GRIMOLFSON

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WILMAR LOEWEN

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WILLIAM GRIMOLFSON (as beneficial  
owner)

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WILMAR LOEWEN (as beneficial  
owner)

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BURGHARD WOHL (as beneficial  
owner)

SBD HOLDINGS

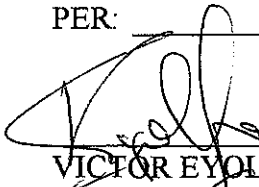
PER: \_\_\_\_\_

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SHELLY McKNIGHT

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SHELLY McKNIGHT (as beneficial  
owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

  
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VICTOR EYOLFSON

VICTOR EYOLFSON

  
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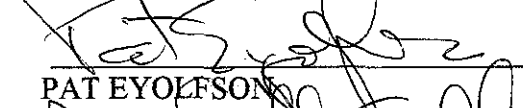
TRACY EYOLFSON

  
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VICTOR B. PALSSON

VICTOR B. PALSSON

  
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PAT EYOLFSON

PAT EYOLFSON

  
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MICHELLE EYOLFSON

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WILLIAM GRIMOLFSON

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WILMAR LOEWEN

WILMAR LOEWEN

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WILLIAM GRIMOLFSON (as beneficial  
owner)

WILLIAM GRIMOLFSON (as beneficial  
owner)

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WILMAR LOEWEN (as beneficial  
owner)

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owner)

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BURGHARD WOHL (as beneficial  
owner)

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owner)

SBD HOLDINGS

PER: \_\_\_\_\_

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SHELLY McKNIGHT

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SHELLY McKNIGHT (as beneficial  
owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

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VICTOR B. PALSSON

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VICTOR EYOLFSON

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PAT EYOLFSON

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TRACY EYOLFSON

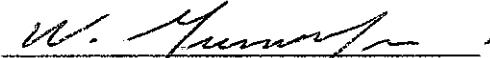
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MICHELLE EYOLFSON

\_\_\_\_\_  
OWEN EYOLFSON

\_\_\_\_\_  
WARD BOND

  
\_\_\_\_\_  
WILLIAM GRIMOLFSON

\_\_\_\_\_  
WILMAR LOEWEN

  
\_\_\_\_\_  
WILLIAM GRIMOLFSON (as beneficial  
owner)

\_\_\_\_\_  
WILMAR LOEWEN (as beneficial  
owner)

\_\_\_\_\_  
BURGHARD WOHL (as beneficial  
owner)

SBD HOLDINGS

PER: \_\_\_\_\_

\_\_\_\_\_  
SHELLEY McKNIGHT

\_\_\_\_\_  
SHELLEY McKNIGHT (as beneficial  
owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

\_\_\_\_\_  
VICTOR B. PALSSON

\_\_\_\_\_  
VICTOR EYOLFSON

\_\_\_\_\_  
PAT EYOLFSON

\_\_\_\_\_  
TRACY EYOLFSON

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MICHELLE EYOLFSON

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OWEN EYOLFSON

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WILLIAM GRIMOLFSON

  
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WILMER LOEWEN

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WILLIAM GRIMOLFSON (as beneficial  
owner)

  
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WILMER LOEWEN (as beneficial  
owner)

\_\_\_\_\_  
BURGHARD WOHLERS (as beneficial  
owner)



SBD HOLDINGS

PER: \_\_\_\_\_

\_\_\_\_\_  
SHELLY McKNIGHT

\_\_\_\_\_  
SHELLY McKNIGHT (as beneficial  
owner)

THE PURATONE CORPORATION

PER: \_\_\_\_\_

\_\_\_\_\_  
VICTOR B. PALSSON

\_\_\_\_\_  
VICTOR EYOLFSON

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PAT EYOLFSON

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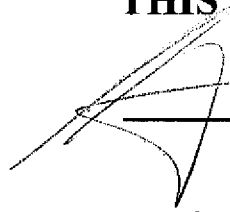
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WILLIAM GRIMOLFSON (as beneficial  
owner)

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WILMAR LOEWEN (as beneficial  
owner)

  
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BURGHARD WOHL (as beneficial  
owner)

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**THIS IS EXHIBIT "7" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



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

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LIMITED PARTNERSHIP AGREEMENT

OF

PARKS LIVESTOCK OF CANADA  
LIMITED PARTNERSHIP

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LIMITED PARTNERSHIP AGREEMENT  
OF  
PARKS LIVESTOCK OF CANADA LIMITED PARTNERSHIP

THIS LIMITED PARTNERSHIP AGREEMENT ("**Agreement**") of Parks Livestock of Canada, Limited Partnership (the "**Partnership**") is made and entered into as of the \_\_\_\_ of May, 2004 (the "**Effective Date**") by and among 3088971 Nova Scotia Company (the "**General Partner**") and J. Patrick Bond (the "**Initial Limited Partner**") and such other persons as may from time to time execute this Agreement as additional or limited partners (such other persons are collectively referred to herein as "**Limited Partners**" and the General Partner and each Limited Partner is individually referred to herein as a "**Partner**" and collectively referred to herein as the "**Partners**").

WHEREAS, the Limited Partners shall consist of Class A Limited Partners, who are Persons primarily or significantly engaged in live hog production (either directly or through Aligned Producers, as defined herein) and Class B Limited Partners, who are Persons not primarily or significantly engaged in live hog production; and

WHEREAS, the Partnership was formed as a limited partnership under the laws of the Province of Alberta pursuant to that certain Certificate of Limited Partnership dated as of July \_\_\_, 2004, and filed with Corporate Registry for the Province of Alberta on July \_\_\_, 2004; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide for, among other things, the respective rights, duties, obligations, and interests of the Partners with respect to each other and to the Partnership.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**SECTION 1 – FORMATION**

1.1 Formation. The Partners hereby form a Limited Partnership under the Partnership Act (Alberta), as amended from time to time (the "**Act**").

1.2 Time of Formation. The Partnership was formed upon the filing of the executed Certificate of Limited Partnership for the Partnership with Corporate Registry in and for the Province of Alberta as required under the Act.

1.3 Further Acts. At any time upon the request of the General Partner, the Limited Partners shall execute all certificates and other documents as may be necessary to enable the General Partner to: (i) continue the operation of the Partnership under the laws of the Province of Alberta, and (ii) qualify and continue the operation of the Partnership in all other jurisdictions in which the Partnership shall propose to conduct business.

1.4 Business. The business of the Partnership shall be to engage in the ownership and operation of swine cull purchase and resale operations in the United States and Canada, and ancillary activities related thereto.

## SECTION 2 - NAME; OFFICES; DEFINITIONS

2.1 Name. The business of the Partnership shall be conducted under the name "Parks Livestock of Canada Limited Partnership."

2.2 Office in Alberta. The office of the Partnership in which the records required to be maintained in Alberta by the Act shall be kept at the offices of Bryan & Company, Barristers and Solicitors, 2600 Manulife Place, 10180 - 101 Street, Edmonton, Alberta, T5J 3Y2, or at such other place within the Province of Alberta as the General Partner may from time to time determine.

2.3 Principal Place of Business. The principal place of business of the Partnership shall initially be at the offices of Bryan & Company, Barristers and Solicitors, 2600 Manulife Place, 10180 - 101 Street, Edmonton, Alberta, T5J 3Y2, or at such other place as the General Partner may from time to time determine.

2.4 General Definitions. The following definitions shall apply as used in this Agreement:

"**Act**" means the Partnership Act (Alberta), as in effect on the date of this Agreement and as amended from time to time.

"**Additional Closings**" means the closings at which the additional Limited Partners are admitted to the Partnership pursuant to Sections 3.1 and 3.5 hereof.

"**Affiliate**" means: (a) with respect to any Person, any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, and (b) with respect to the Partnership and the General Partner, (i) any Person referenced in the foregoing clause (a); (ii) the General Partner and any Person owning or controlling more than 10% of the outstanding voting securities of the General Partner; and (iii) any immediate family member of the foregoing Persons. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power, alone or together with others, to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreed Purchase Price**" means the amount of the Capital Account for the respective Limited Partner as of the end of the most recent calendar month prior to the date of redemption of the Units being redeemed.

"**Agreement**" means this Limited Partnership Agreement, as amended from time to time.

"**Aligned Producer**" means, as to a Class A Limited Partner, a Person who is not a Class A Limited Partner, but who: (a) is primarily or significantly engaged in live hog production, (b) is affiliated through ownership or management with such Class A Limited Partner, and (c) has executed, together with such Class A Limited Partner, an agreement with the Partnership to market such Person's cull swine to the Partnership on terms and conditions acceptable to the General Partner.



**"Book Value"** means the value of each Unit. Book value shall be determined by an internal or external accountant regularly employed by the Partnership, and such determination shall be binding and conclusive upon the Partners. The total Book Value of the Partnership shall be divided by the total outstanding Units as of the date of any determination of Book Value to arrive at the Book Value for each Unit. The determination of total Book Value of the Partnership shall be determined with reference to the values reflected on the internal unaudited financial statements of the Partnership, with the following modifications and adjustments: (i) any value ascribed to goodwill or a similar intangible asset shall be disregarded; (ii) all accounts payable shall be valued at face amount, less any customary discounts deductible from them; (iii) all accounts receivable shall be valued at face amount, less a reasonable reserve for bad debts and (iv) inventories, including livestock and supplies, shall be valued at lower of cost or market and (v) any unpaid and accrued federal, provincial, city and municipal taxes for the period up to the date of valuation, not reflected as a liability on the books and records of the Partnership, shall be deducted as liability.

**"Capital Account"** shall have the meaning ascribed to it in Section 4.1 hereof.

**"Capital Contribution"** or **"Contribution"** means the amount of money, and the fair market value (net of any indebtedness) of any property contributed to the Partnership as capital in that Partner's capacity as a Partner pursuant to this Agreement.

**"Certificate"** means the Certificate of Limited Partnership for the Partnership filed with the Corporate Registry in and for the Province of Alberta, as required by the Act and as from time to time amended, or any similar instrument that may be required to be filed by the laws of any other jurisdiction in which the Partnership qualifies to do business.

**"Class A Limited Partner(s)"** means a Person owning, as reflected on the books and records of the Partnership, Class A Limited Partnership Units.

**"Class B Limited Partner(s)"** means a Person owning, as reflected on the books and records of the Partnership, Class B Limited Partnership Units.

**"Class A Limited Partnership Unit(s)"** means Units issued pursuant to this Agreement to Persons designated by the General Partner as Class A Limited Partners.

**"Class B Limited Partnership Unit(s)"** means Units issued pursuant to this Agreement to Persons designated by the General Partner as Class B Limited Partners.

**"Distribution"** means the distributions of money or property by the Partnership to its Partners pursuant to Section 5.1 hereto. All Distributions of money shall be denominated and made in Canadian Dollars.

**"General Partner"** means 3088971 Nova Scotia Company, or any other person who at the time of reference has been admitted as a successor to the General Partner's Partnership Interest or as an additional General Partner.

**"Hundredweight (cwt.) Marketed"** means, for any period, the total hundredweight (cwt.) of live hogs delivered by a Person to the Partnership (which, for a

Class A Limited Partner, shall also include the total hundredweight (cwt.) delivered to the Partnership by an Aligned Producer), all as reasonably determined by the General Partner with reference to the books and records of the Partnership.

**"Interests of Limited Partners"** or **"Limited Partnership Interests"** means the ownership interest of all of the Limited Partners in the Partnership. Such interest includes the rights of Limited Partner to any and all benefits to which such Limited Partner may be entitled pursuant to this Agreement, together with the obligations of Limited Partners to comply with all the terms and provisions of this Agreement.

**"Limited Partner"** means a person who has been admitted to the Partnership as a Class A Limited Partner or a Class B Limited Partner in accordance with this Agreement or a permitted assignee of a Limited Partner's Partnership Interest who has become a Limited Partner pursuant to this Agreement.

**"Mailed"** means depositing any item into a United States or Canadian Postal Service box, first-class mail, postage prepaid.

**"Marketing Agreement"** means: (a) an agreement between a Class A Limited Partner and the Partnership pursuant to which such Class A Limited Partner agrees to market its cull swine to the Partnership or (b) one or more agreements between the Aligned Producer(s) of a Class A Limited Partner and the Partnership pursuant to which such Aligned Producer(s) agrees to market its cull swine to the Partnership.

**"Notify"** means, with respect to the giving or sending of any notice: (i) the date any written notice is Mailed; or (ii) the date any written notice is personally delivered to the recipient or is actually transmitted to the recipient by the person giving the notice by electronic means.

**"Opinion of Counsel"** means: (i) an opinion in writing and in form and substance satisfactory to the General Partner, signed by legal counsel chosen by the Limited Partners, satisfactory to the General Partner or (ii) an opinion in writing and in form and substance satisfactory to the Limited Partner(s) to which such opinion relates, signed by counsel chosen by the General Partner, satisfactory to the Limited Partners.

**"Partner"** or **"Partners"** means all General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein.

**"Partnership"** means the business organization formed under the Act in accordance with the terms and provisions of this Agreement and known as "Parks Livestock of Canada Limited Partnership".

**"Partnership Interest"** means the ownership interest of a Partner in the Partnership. Such interest includes the right of a Partner to any and all benefits to which such Partner may be entitled pursuant to this Agreement, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement.

**"Partnership Property"** means all real and personal property acquired by the Partnership and any improvements, replacements, additions or substitutions thereto or therefore, and shall include both tangible and intangible property.

**"Person"** shall include a corporation, association, joint venture, partnership, limited liability company, limited liability partnership, limited partnership, trust, estate or individual.

**"Proxy"** means a written authorization signed by a Partner or the Partner's attorney giving another person the power to vote with respect to the interest of that Partner. **"Signed"** for the purpose of this section, means the placing of the Partner's name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Partner or Partner's attorney.

**"Regulations"** means regulations promulgated under the Tax Act.

**"Tax Act"** means the Income Tax Act of Canada as in effect as of the date of this Agreement and as amended from time to time.

**"Third Party"** means, with respect to any Partner, any other Person, other than the Partnership and its subsidiaries, if any, or any Affiliates of such Partner.

**"Transfer"** means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

**"Unit" or "Units"** means an interest in the Partnership issued to a Partner.

**"Voting Control"** means (i) the ownership, directly or indirectly, of capital stock giving the holder or holders of such stock the present right to elect a majority of the directors of a corporation or (ii) the ownership, directly or indirectly, of an interest in a general partnership or limited partnership giving the holder or holders of such interest the present right to direct generally the management and affairs of such partnership.

### SECTION 3 - NUMBER OF UNITS AND CAPITAL CONTRIBUTIONS

3.1 **Units.** The interests of the Limited Partners in the Partnership are divided into Units. Subject to the provisions of Section 3.5, there shall be a maximum of 50 Class A Units and 49 Class B Units in the Partnership. The General Partner, subject to compliance with the Act and all applicable securities legislation in each jurisdiction where Units may be offered for sale is authorized to offer Units for sale from time to time and the Partners hereby consent to the admission of and will admit additional Limited Partners to the Partnership without further acts of the Partners. Each Class A Limited Partner must also execute and deliver to the Partnership, as a mandatory prerequisite to admission as a Class A Limited Partner, one or more Marketing Agreement(s) in form and substance acceptable to the General Partner. The General Partner will amend the Certificate by showing the name of each additional Limited Partner and will make such filings as required by law.

3.2 **General Partner.** The General Partner has been issued 10 Class B Units at a price of Ten Dollars (\$10.00) per Unit. The General Partner shall not be required to make Capital Contributions except as specifically provided herein.

3.3 Additional Limited Partners. The General Partner may, in accordance with the terms of this Agreement, on behalf of the Partnership, offer at Additional Closings additional Units to prospective Limited Partners, subject to the terms of Section 3.5 hereof. A Person may apply for admission as Limited Partner by: (i) completing, executing and delivering to the Partnership a form of subscription agreement and other documents required by the General Partner which shall include and constitute an agreement to be bound by this Agreement and to become a Limited Partner; (ii) submitting with such subscription agreement and other documents payment in full of the agreed upon purchase price for all Units subscribed for; and (iii) in the case of any prospective Class A Limited Partner, executing and delivery to the Partnership, a Marketing Agreement for such Class A Limited Partner or Aligned Producer(s) in form and substance acceptable to the General Partner. Affiliates of the General Partner may acquire Units and may become Limited Partners in the same manner as other persons.

3.4 Payments with Respect to Capital Contributions. Except as otherwise provided in this Agreement, no Partner shall receive any interest, salary or draw for services rendered on behalf of the Partnership or otherwise in the capacity of Partner.

3.5 Approval of Admission of New Limited Partners. Once the maximum number of authorized Class A Units and Class B Units have been issued in accordance with the provisions of Section 3.1, the Partnership may issue additional Units to a Limited Partner only in the following manner:

(a) The Partnership shall provide each Limited Partner with a written notice of any proposal to offer or sell Limited Partner Units in the Partnership (an "**Offering Notice**"). Such Offering Notice shall specify the: (i) the identity of the prospective Limited Partner; (ii) whether the prospective Limited Partner would be a Class A Limited Partner or a Class B Limited Partner; (iii) the terms and conditions upon which the General Partner proposes to admit the prospective Limited Partner into the Partnership, including any consideration to be paid by the prospective Limited Partner, the number of Units to be issued to the Limited Partner, and the dilutive effect of admission of the prospective Limited Partner as the other Partners, and (iv) the General Partners' recommendation as to the admission of the prospective Limited Partner.

(b) Each Limited Partner shall have twenty (20) days following the mailing of the Offering Notice to signify, in writing, its unconditional approval or disapproval of the proposal to admit the prospective Limited Partner. Any Limited Partner not responding in writing within such twenty (20) day period is deemed to have unconditionally approved the proposal to admit the prospective Limited Partner.

(c) If the proposal to admit the prospective Limited Partner is approved by: (i) in the case of a Class B Limited Partner, the General Partner; and (ii) in the case of a Class A Limited Partner, the General Partner and a majority of Class A Limited Partners (determined with reference to Section 13.8), then the General Partner may, in its discretion, admit the prospective Limited Partner on the terms and conditions set forth in the Offering Notice. If all required approvals are not obtained, then the prospective Limited Partner shall not be admitted as a Limited Partner of the Partnership.

(d) If the Partnership has not admitted the prospective Limited Partner on the terms and conditions set forth in the Offering Notice within sixty (60) days after the mailing of the Offering Notice, the Partnership shall not admit such prospective Limited Partner without again seeking the approval of the Limited Partners in the manner provided in this Section 3.5.

(e) If a new Limited Partner is admitted to the Partnership and such admission would cause the total number of Class A Limited Partnership Units to exceed fifty percent (50%) of the issued and outstanding Units or would cause the total number of Class B Limited Partnership Units to exceed forty-nine percent (49%) of the issued and outstanding Units, then the Units held by all Class A Limited Partners or Class B Limited Partners, as the case may be, shall be reduced to maintain the total issued and outstanding Units at one percent (1%) for the General Partner; fifty percent (50%) for the Class A Limited Partners and forty-nine percent (49%) for the Class B Limited Partners. All Partners agree to take all action necessary to implement this provision.

3.6 Creditors. No creditor who makes a loan to the Partnership shall have or acquire at any time as a result of making the loan, any direct or indirect interest in the profits, capital, or property of the Partnership other than as a creditor.

3.7 Limited Partners. Upon the admission of a Limited Partner (whether initial or additional) such Limited Partner shall be registered on the records of the Partnership as the holder of the Units and shall continue to be the "Limited Partner" of such Units until due registration of the transfer thereof to a new holder of such Units in accordance with this Agreement. The Limited Partner owning such Unit shall be entitled to all Distributions with respect to such Unit and to all other rights of a Limited Partner specified in this Agreement. The Partnership shall not be affected by any notice or knowledge of transfer of any interest in any Unit, either actual or constructive, except as provided in this Agreement.

3.8 Loans by Partners. Loans by a Partner to the Partnership shall not constitute a Capital Contribution or be credited to the Capital Account of the lending Partner or entitle such lending Partner to any increase in such Partner's number of Units. Loans in accordance with the foregoing sentence shall be a debt due from the Partnership to such lending Partner. Loans by the General Partner to the Partnership shall not bear interest in excess of the lowest rate of interest available to the Partnership from banks or other institutional lenders for similar loans.

3.9 Issuance of Unit to Initial Limited Partner and Redemption of Unit. The Partners agree that the Initial Limited Partner was issued one (1) Class "A" Unit for consideration of one (\$1.00) dollar to establish the Partnership and this Agreement. Immediately following the issuance of one or more Class "B" Limited Partnership Units, the Initial Limited Partner agrees with the General Partner that the General Partner shall immediately redeem the one (1) Class "A" Unit issued to the Initial Limited Partner for the sum of one (\$1.00) dollar and upon such redemption, the one (1) Class "A" Unit shall be cancelled and no longer outstanding for any purposes of this Agreement and the Initial Limited Partner shall no longer be a Limited Partner of the Partnership. The General Partner shall make all such filings as are required to record this issuance and redemption.

#### SECTION 4 - CAPITAL ACCOUNTS AND ALLOCATIONS

4.1 Capital Accounts. A separate capital account (each, a "**Capital Account**") shall be maintained for each Partner. The amount of all distributions to the Partners shall be determined pursuant to Section 5.1 of this Agreement; liquidating distributions will be determined by Section 11.3 of this agreement with reference to the Capital Accounts

4.2 Allocations. All items of Partnership income, loss, gain and deduction as determined for federal income tax purposes shall be allocated among the Partners as follows:

(a) Except as provided in this Section 4.2: (i) one percent (1%) of the Partnership's income, loss, gain and deduction shall be allocated to the General Partner; (ii) fifty percent (50%) of the Partnership's income, loss, gain and deduction shall be allocated to the Class A Limited Partners, in proportion to the Hundredweight (cwt.) Marketed to the Partnership for the respective allocation period; and (iii) forty-nine percent (49%) of the Partnership's income, loss, gain and deduction shall be allocated to the Class B Limited Partners in proportion to the respective number of Class B Limited Partnership Units held by each Class B Limited Partner.

(b) Prior to any allocation of income as provided in Section 4.2(a) above, income shall first be allocated to the General Partner and the Class B Limited Partners in proportion to the respective number of Units held by each such Partner, in an amount equal to the aggregate amount of cash (denominated in Canadian Dollars) distributed quarterly to Class A Limited Partners for the respective allocation period as additional purchase price for swine delivered to the Partnership under the Marketing Agreements between such Class A Limited Partners and the Partnership.

(c) If the number of Class A Limited Partnership Units would be reduced to below fifty percent (50%) of the total issued and outstanding Units, then, during the period of such reduction the allocation of the Partnership's income, loss, gain and deduction to the Class A Limited Partners under subparagraph 4.2(a)(ii), above, shall be reduced proportionately, and the allocation of the Partnership's income, loss, gain and deduction to the Class B Limited Partners under subparagraph 4.2(a)(iii), above, shall be increased proportionately. Notwithstanding the foregoing provisions of this subparagraph 4.2(c): if at any time after July 31, 2005, the number of Class A Limited Partnership Units would be reduced to below fifty percent (50%) of the total issued and outstanding Units but at the time of such reduction the Hundredweight (cwt.) Marketed by all remaining Class A Limited Partners for the immediately preceding twelve (12) calendar month period is equal to or greater than the Hundredweight (cwt.) Marketed by all Class A Limited Partners for the twelve months ended July 31, 2005 (such amount referred to as the "**Base Volume**"), then the foregoing provisions of this subparagraph 4.2(c) shall not apply and, instead, new Class A Limited Partnership Units shall be issued for no consideration to the remaining Class A Limited Partners in a manner reasonably determined by the General Partner to approximate the total Hundredweight (cwt.) Marketed by the remaining Class A Limited Partners for the immediately preceding twelve (12) calendar month period. If, however, after the reallocation to Class B Limited Partners the Hundredweight (cwt.) Marketed by Class A Limited Partners for a later twelve (12) calendar month period is equal to or greater than the then-applicable Base Volume, then the allocation of the Partnership's income, loss, gain and deduction to the Class B Limited Partners under subparagraph 4.2(a)(iii), above, shall be reduced again to forty-nine percent (49%) proportionately based on Hundredweight (cwt.) Marketed, and the allocation of the Partnership's income, loss, gain and deduction to the Class A Limited Partners under subparagraph 4.2(a)(ii), above, shall be increased again to fifty percent (50%) proportionately based on Units.

(d) Any allocations made pursuant to this Section 4.2 shall be appropriately adjusted on a per day basis should there be any change in the Partners or in the number of issued and outstanding Units during any fiscal year of the Partnership.

4.3 Negative Balance of Capital Account. The interest of a Partner in the Partnership will not terminate by reason of there being a negative or zero balance in his Capital Account. The General Partner may permit a distribution out of the net income of a year by distribution out of the net income despite the existence of negative balances in the Capital Accounts of the Limited Partners.

## SECTION 5 - DISTRIBUTIONS

### 5.1 Distributions.

(a) Except as provided in Section 8.1 and Sections 5.1(b)-(d), below, all Distributions shall be made at such times as the General Partner determines and shall be to the Partners in proportion to the respective number of Units held by each of the Partners at the time of the Distribution.

(b) Prior to any Distribution as provided in Section 5.1(a) above, at such times as the General Partner shall determine, a Distribution shall first be made to the General Partner and the Class B Limited Partners in proportion to the respective number of Units held by each such Partner in an amount equal to the aggregate amount of cash (denominated in Canadian Dollars) distributed quarterly as additional purchase price for swine delivered to the Partnership under the Marketing Agreements.

(c) Prior to any Distribution as provided in Section 5.1(a) above, and after any Distribution as provided in Section 5.1(b), above, Distributions shall be made, as determined by the General Partner, as follows: (i) one percent (1%) to the General Partner; (ii) fifty percent (50%) to the Class A Limited Partners, in proportion to the Hundredweight (cwt.) Marketed by such Class A Limited Partners for the period to which the Distribution relates; and (iii) forty-nine percent (49%) to the Class B Limited Partners in proportion to the respective number of Class B Limited Partnership Units held by each Class B Limited Partner.

(d) Notwithstanding Sections 5.1(a) to 5.1(c), above, no Distribution shall be made to a Partner in excess of the Partner's positive Capital Account balance, except to the extent the Partner is obliged under this Agreement or the Act to restore the deficit amount.

5.2 Amounts Withheld. All amounts which are required to be withheld pursuant to the Tax Act or any provision of law with respect to any income allocable to a Partner or any Distributions to a Partner shall be treated as a loan by the Partnership to such Partner. Upon notice to such Partner by the Partnership, such loan shall be immediately repaid to the Partnership by such Partner. The Partnership may also reduce the amount of any Distribution to such Partner as a method of repayment of such loan. In all events, such loan shall be repaid within sixty (60) days of the payment of the tax creating the loan.

## SECTION 6 - MANAGEMENT AND GENERAL PARTNER

6.1 Authority of General Partner. Except as otherwise set forth herein, the General Partner shall have complete and exclusive discretion in the management and control of all of the affairs of the Partnership and shall have all of the rights and powers granted to general partners under the Act.

6.2 Specific Rights. In connection with the management and control of the Partnership and including other authority granted the General Partner hereunder, the General Partner, in its sole discretion, except as otherwise set forth herein, shall have the separate and complete power and authority to do or cause to be done any and all acts, under the Act or otherwise provided by law, including, but not by way of limitation, the power and authority indicated below:

- (a) To sell, assign, transfer, exchange or lease Partnership Property;

- (b) To prepay in whole or in part, refinance, recast, modify or extend any liability of the Partnership;
- (c) To execute checks drawn on any Partnership bank account;
- (d) To make all decisions and perform any acts necessary to acquire, develop, construct, maintain, improve, operate, or sell Partnership property;
- (e) To expend the capital and profits of the Partnership in furtherance of the Partnership's business for ordinary and necessary expenses, and for capital expenditures not to exceed \$50,000 (CDN) annually;
- (f) To lend money or extend credit on behalf of the Partnership to Third Parties in the ordinary course of business;
- (g) To execute any and all agreements, contracts, documents, certifications, deeds, mortgages, leases, deeds of trust, mortgage notes, promissory notes, bills of sale or any other instruments necessary or convenient in connection with the management or operation of the business of the Partnership, including, without limitation, executing any amendment to any Certificate in accordance with the terms of this Agreement and pursuant to the power of attorney granted by each Limited Partner to the General Partner hereunder (such authority to specifically include entering into leases as to swine cull facilities in Canada with the parties that own such facilities, which include Affiliates of certain of the Partners, on the terms and conditions outlined on Schedule A to this Agreement);
- (h) To retain other persons to render services to the General Partner or the Partnership and to compensate such persons for such services;
- (i) To invest and reinvest such Partnership funds as are not then required for investment in Partnership Property;
- (j) To incur obligations (contractual or otherwise), and to perform, compromise, or discharge such obligations;
- (k) Subject to its continuing general supervision, to delegate to other persons, the performance of any duties it is required to perform or the exercise of any rights it possesses;
- (l) To institute, prosecute, defend, settle, compromise and dismiss any lawsuits or other judicial or administrative proceedings or actions brought on or in behalf of, or against, the Partnership or its Partners and to engage counsel or others in connection therewith;
- (m) To contract with, and compensate itself or its Affiliates for, the performance of services or the furnishing of goods to or on behalf of the Partnership, provided, however, that such services or goods shall be provided on fair and reasonable terms;
- (n) To pay or reimburse any person for costs, expenses or losses incurred in connection with any aspect of the Partnership or its business;
- (o) To establish and maintain appropriate reserves for expenses, losses and liabilities, contingent or otherwise;



- (p) To make any and all elections for federal, provincial and local tax purposes;
- (q) To establish and maintain such offices as the General Partner may deem advisable at any place or places within the United States and Canada; and
- (r) To take, refrain from taking, perform and/or refrain from performing all other actions or acts as may be necessary or appropriate to the conduct of the Partnership's business.

6.3 Restrictions on Authority of General Partner. The General Partner shall not have the authority to:

- (a) Cause the Partnership to engage in any business other than that described in Section 1.4 hereof;
- (b) Unless authorized by at least sixty-six and two-thirds percent (66-2/3%) of the interests held by Limited Partners (with interests of Class B Limited Partners determined with reference to Units held, and with interests of Class A Limited Partners determined with reference to Section 13.8), the General Partner shall not have the authority to:

- (i) Sell, exchange, lease, mortgage, pledge, convey or otherwise transfer (including by way of merger, consolidation or recapitalization) all or substantially all of the assets of the Partnership; or

- (ii) Borrow money on the credit of and enter into non-recourse obligations on behalf of the Partnership, to issue evidences of indebtedness therefore and to grant as security therefore mortgages, liens and pledges of Partnership Property if the amount of such borrowing is in excess of \$50,000 (CDN), except for a working capital credit facility to finance working capital for the Partnership;

6.4 Right to Rely on General Partner. In exercising any of its rights, the General Partner may enter into agreements, incur obligations, and otherwise act in its own name. So long as it does so in good faith and for the benefit of the Partnership, such agreements, obligations, and acts shall constitute agreements, obligations, and acts of the Partnership. Similarly, agreements entered into and obligations incurred by the General Partner in its own name on behalf of the Partnership prior to the formation of the Partnership or the admission thereto of Limited Partners, are hereby assumed by the Partnership and shall constitute agreements and obligations of the Partnership.

6.5 Duty to Amend Certificate. The General Partner shall cause to be filed, within thirty (30) days after the happening of any of the following events, an amendment to any Certificate reflecting the occurrence of any of the following events:

- (a) A change in the name of the Partnership.
- (b) A change in the street address of the principal executive office of the Partnership.
- (c) A change in the address of or the withdrawal of a General Partner, or a change in the address of the agent for service of process, unless a corporate agent is designated, or appointment of a new agent for service of process.

- (d) The admission of new General Partner and that Partner's address.
- (e) The discovery by the General Partner of any false or erroneous material statement contained in any Certificate or any amendment thereto.
- (f) As may otherwise be required under the Act.

6.6 Other Activities of the General Partner. It is understood that the General Partner is and will be engaged in other activities and occupations unrelated to the Partnership, and the General Partner shall be required to devote only so much of its time as shall be necessary to the proper conduct of the affairs of the Partnership. Neither the Partnership nor the Partners shall have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom and nothing shall be construed to render them partners in any such business venture.

6.7 Assignability of General Partner Interest. The interest of the General Partner in the Partnership shall be non-transferable and non-assignable; provided, that (i) such restriction shall not prohibit the disposition by a stockholder of the General Partner of its interest in the General Partner; and (ii) the General Partner's interest may be assigned to a Person, the Voting Control of which is held by Persons holding Voting Control of the General Partner on the date hereof upon the execution by the General Partner of a written assignment and the written assumption by such Person of the obligations of the General Partner hereunder. In the event of such assignment, such Person shall become the General Partner hereunder, and the predecessor and successor General Partner shall promptly cause the execution of any documents, including, without limitation, an amendment to the Certificate, necessary to reflect the substitution of such Person as General Partner.

6.8 Withdrawal.

(a) The General Partner may not withdraw without the prior written consent of and without giving at least 60 days prior written notice to the Limited Partners of its intention to withdraw.

(b) If the General Partner withdraws or is deemed to have withdrawn as a general partner of the Partnership and the Limited Partners determine to continue the Partnership as provided in Section 11.1(b) hereof, the interest of the former General Partner shall become a Class B Limited Partnership interest of the Partnership as of the effective date of such continuation. Thereafter, except as otherwise provided below, the former General Partner shall be treated as a Limited Partner for all purposes of this Agreement, shall have all of the rights and obligations of a Limited Partner hereunder, including the right to receive Distributions and the right to vote as a Limited Partner. Upon becoming a Limited Partner, the former General Partner's number of Units shall initially be the same as they were immediately prior to the effective date of such continuation.

The former General Partner shall, promptly upon request, execute a power of attorney authorizing the General Partner or its representatives to act as its attorney-in-fact with respect to the matters set forth in Section 14.1 hereof.

6.9 Removal of General Partner. The General Partner may be removed as General Partner only with cause upon written notice thereof to the General Partner by Limited Partners holding at least fifty percent (50%) of the interests held by Limited Partners (with interests of Class B Limited Partners determined with reference to Units held, and with interests of Class A Limited Partners determined with reference to Section 13.8). For the purpose of this Section 6.9, the term "with cause" shall mean a final determination by a court of competent jurisdiction, after all appeals are taken, that the General Partner has

acted with gross negligence or willful misfeasance in the performance of its obligations under this Agreement. Upon removal pursuant to this Section 6.9, the Partners shall have the rights and obligations set forth in Section 6.8 as if there had been a withdrawal of the General Partner.

6.10 Partnership Classification. The General Partner shall use its best efforts to cause the Partnership to meet all the requirements of the Tax Act and any other pertinent tax laws so as to ensure that the Partnership will be classified as a partnership in all jurisdictions for federal income tax purposes.

## SECTION 7 - INDEMNIFICATION

7.1 Non-Liability of General Partner. Neither the General Partner nor any of its officers, directors, employees or agents shall be liable to the Partnership or any Partner for any loss or damage suffered by the Partnership which arises out of any action or inaction of such party so long as (a) such action or inaction is not in violation of the provisions of this Agreement or the fiduciary duty of the General Partner to the Limited Partners, (b) such party, in good faith, determined that such action or inaction was in or not opposed to the best interest of the Partners, (c) such action or inaction did not constitute fraud, bad faith, willful misconduct or gross negligence of such party, and, (d) such action or omission was not unlawful. Any action or inaction taken by an officer, director or employee of the General Partner that is permitted or authorized by the employment agreement of such officer, director or employee shall be deemed: (a) not to be a violation of the provisions of this Agreement or the fiduciary duty of the General Partner or such officer, director or employee; (b) to be taken in good faith and in the best interests of the Partners; (c) not to be fraud, bad faith, willful misconduct or gross negligence of such party, and (d) to be lawful.

7.2 Indemnification. Subject to the provision of 7.1, the Partnership shall, to the fullest extent permitted by applicable law, indemnify and hold harmless (a) the General Partner, while acting as a General Partner and (b) a Limited Partner while acting as a Limited Partner, and any of their respective officers, directors, employees or agents (each an "**Indemnified Party**") against any losses, claims, damages or liabilities to which such Indemnified Party may become subject in connection with any matter arising out of or in connection with this Agreement or the Partnership's business or affairs. Such indemnification shall include payment of all expenses (including reasonable attorneys fees and judgments and amounts paid in settlement) actually incurred by such Indemnified Party in connection with any threatened, pending or completed action, suit, proceeding or investigation against such Indemnified Party against or in the right of the Partnership to which any Indemnified Party was or is a party involving an alleged cause of action for damages arising out of or related or connected with such Indemnified Party's service to the Partnership. The indemnification provided hereunder shall include the periodic reimbursement by the Partnership of the Indemnified Party's legal and other expenses incurred in connection with the defense of any such action, suit, proceeding or investigation; provided, that such Indemnified Party shall promptly repay to the Partnership the amount of any such reimbursed expenses to the extent that it shall be ultimately determined that the Indemnified party is not entitled to be indemnified by the Partnership or to receive payment for such expenses in connection with such action, suit proceeding or investigation. The right of indemnification provided hereunder shall not be exclusive of or affect any other rights that any Indemnified Party may have.

## SECTION 7A - COMPENSATION AND FEES OF THE GENERAL PARTNER

7.A1 Compensation as Manager. The General Partner shall be compensated as Manager in exchange for services rendered to the Partnership in the amount of 1.5% of the Partnership's gross revenues.

7.A2 Expenses. The General Partner may charge the Partnership for all reasonable expenses actually incurred by it in connection with the Partnership's business. Such expenses shall include, but shall not be limited to, payment of fees and expenses of attorneys, accountants, special consultants, and other expenses in connection with the operation of the Partnership business.

## SECTION 8 - RIGHTS AND OBLIGATIONS OF PARTNERS

8.1 Additional Capital Contributions. It is the intention of the Partners that the Partnership's business and activities shall be conducted in such a manner that additional Capital Contributions shall not be required; to that end, the General Partner shall attempt to conduct activities in such a way that the Partnership's business can be conducted with the initial Capital Contributions as augmented by debt financing and proceeds from operations. However, to the extent that additional Capital Contributions are required, such additional Capital Contributions may be called for by a majority of the interests held by Limited Partners (with interests of Class B Limited Partners determined with reference to Units held, and with interests of Class A Limited Partners determined with reference to Section 13.8). Such additional Capital Contributions shall be payable by each Limited Partner in proportion to such Limited Partner's interest then held (with interests of Class B Limited Partners determined with reference to Units held, and with interests of Class A Limited Partners determined with reference to Section 13.8), unless the Limited Partners should agree by majority vote that additional Capital Contributions should be made in a different manner, in which event the Units of the Partners may be adjusted accordingly. In the event any Limited Partner shall fail to make any such additional Capital Contribution within seventy-five (75) days of written demand, then (i) first, any of the remaining Limited Partners (in such ratios as they mutually agree) may elect (but shall not be required) to loan all or a portion of such Capital Contribution to the Partnership; and/or (ii) second, any of the remaining Limited Partners (in such ratios as they mutually agree) may elect (but shall not be required) to pay all or a portion of such Capital Contribution in exchange for additional Units. Notwithstanding any other provision herein, a majority in interest (determined under Section 13.8) of the remaining Limited Partners may direct the General Partner, which direction shall be binding on the Limited Partner(s) that fail to make the additional Capital Contribution, to forfeit Distributions payable to a Limited Partner that fails to make an additional Capital Contribution until total forfeitures equal one hundred twenty percent (120%) of the amount of the additional Capital Contribution that the Limited Partner failed to make and to distribute such forfeited amounts to the Limited Partners that make the additional Capital Contribution.

8.1.A No Cash Contributions Above Cash Distributions. Notwithstanding any other provision herein, upon the liquidation or termination of the Partnership, no Class A Limited Partner shall be liable for any losses or obligations of the Partnership (including with regard to any deficit Capital Account) over and above the amount of all cash Distributions made to such Class A Limited Partner.

8.2 Return of Capital Contribution. No Partner shall be entitled to demand or receive a return of its Capital Contribution except in accordance with the terms and provisions of this Agreement.

8.3 Priority. No Partner shall have a priority over any other Partner in such capacity as to return of its Capital Contribution or as to any other matter.

8.4 No Liability. No Partner shall be liable in such capacity for any of the debts, liabilities, contracts or other obligations of the Partnership, or any of the losses thereof, except to the extent required by law, or as expressly agreed in writing by such Partner.

8.5 Property Distributions. No Limited Partner shall receive property other than money upon any Distribution unless such Limited Partner consents in writing to the receipt of any distribution of

property.

8.6 Management Rights. No Limited Partner shall participate in the control of the business of the Partnership in the capacity of a Limited Partner. However, it is understood and agreed that the General Partner may also be a Class B Limited Partner of the Partnership.

8.7 Authority to Bind Partnership. No Limited Partner shall have the power to represent, sign for, or bind the General Partner or the Partnership in such capacity.

8.8 Confidentiality. Each Partner shall treat as confidential and keep secret all matters relating directly or indirectly to ownership of the Partnership and to the operations of the Partnership on such matters as the financing of the Partnership, purchasing agreements, marketing agreements and the scope and identity of markets to which the Partnership sells cull animals it purchases, as well as cost structures, employee salaries and work histories, customer lists, customer contracts and customer pricing agreements (collectively the "**Confidential Information**"). Each Partner agrees that such Partner shall not, directly or indirectly communicate, use or disclose, or permit others to use or disclose any Confidential Information while a Partner and for a period ending two (2) years after such Partner ceases to be a Partner.

## SECTION 9 - TRANSFER OF UNITS; REDEMPTION

9.1 Registration and Transfer of Units. Limited Partners may Transfer Units owned by them upon satisfaction of the following requirements:

(a) The Limited Partner and the prospective purchaser, transferee, assignee or security holder executes, acknowledges and delivers to the General Partner such instruments of transfer and assignment and such other executed documents with respect to such transactions as are reasonably satisfactory in form and substance to the General Partner; and

(b) The Limited Partner agrees to pay and be responsible for all costs incurred by the Partnership and/or the General Partner in effecting the Transfer; and

(c) All requirements of the Act and this Agreement, including any required amendments to this Agreement, shall have been complied with; and

(d) Upon request of the General Partner, the Limited Partner furnishes either an Opinion of Counsel, or other acceptable evidence, reasonably satisfactory in form and substance to the General Partner, to the effect that the Transfer will not: (i) dissolve the Partnership, (ii) impair the ability of the Partnership to be treated as a partnership under the federal income tax laws, and (iii) violate any applicable federal or provincial securities laws; and

(e) The prospective purchaser, transferee and/or assignee must provide a written representation to the General Partner that the Units to be acquired are for such person's own account for long-term investment and not with a view toward resale, fractionalization, division or distribution in violation of any applicable securities laws; and

(f) For a Class B Limited Partner, the Transfer is approved by the General Partner, acting reasonably, and, for a Class A Limited Partner, the Transfer is approved by the General

Partner and a majority of the Class A Limited Partners, in a manner consistent with the procedure set forth in Section 3.5(c).

9.2 Purchase of Units. Any Transfer of Units without satisfaction of the requirements set forth in Section 9.1 hereof shall be invalid and need not be recognized by the General Partner nor acknowledged in the Partnership records.

9.3 Effective Date of Transfer. Permissible Transfers or assignments shall be registered by the Partnership and shall become effective for purposes of the right to receive Distributions on the day following receipt by the General Partner of the required documents with respect to such Transfer.

9.4 Substitution of Limited Partners. In connection with the Transfer by a Limited Partner of the ownership of any Unit, the Limited Partner as to such Unit shall not have the power or the right to substitute the transferee of such Unit as the Limited Partner as to such Unit unless all of the following conditions are satisfied:

(a) A duly executed and acknowledged written instrument in form satisfactory to the General Partner is submitted to the Partnership setting forth the intention of the Limited Partner that the transferee shall become a Limited Partner as to such Unit; and

(b) The Limited Partner and transferee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including, the written acceptance and adoption by the transferee of all provisions of this Agreement (including, without limitation, the power of attorney provisions set forth in Sections 14.1 and 14.2 of this Agreement), and in the case of a Class A Limited Partner, an executed Marketing Agreement for such Class A Limited Partner or Aligned Producer(s) in form and substance satisfactory to the General Partner.

9.5 Events Affecting Limited Partners. Upon the death, incompetency, bankruptcy, insolvency or dissolution of a Limited Partner, such Limited Partner's personal representative, legal representative, conservator or trustee shall have all of the rights of a Limited Partner for the purpose of settling or managing the affairs of the Limited Partner, and such power as Limited Partner possessed to constitute a successor as a transferee of such Limited Partner's interest in the Partnership and to join with such transferee in making application to substitute such transferee as a Limited Partner.

9.6 Withdrawal. A Limited Partner may not withdraw from the Partnership except upon dissolution in accordance with Section 11 of this Agreement, or after the sale or other disposition of all of its Limited Partnership Units in accordance with the terms of this Agreement.

9.7 Redemption Upon Termination of Marketing Agreement. Each Class A Limited Partner acknowledges and agrees the continued obligation of such Class A Limited Partner under the Marketing Agreement is a material consideration in the decision of the Partnership to allow the Class A Limited Partner to execute this Agreement and become a Partner. Consequently, each Class A Limited Partner unconditionally agrees that in the event that such Class A Limited Partner's Marketing Agreement is terminated for any reason whatsoever, whether voluntarily or involuntarily, such Class A Limited Partner shall immediately be deemed, effective as of the date of such termination, to have sold all of its Units to the Partnership for the Agreed Purchase Price determined as of the date of such termination. Within thirty (30) days after redemption is deemed to occur, the General Partner shall notify the former Class A Limited Partner of the method of redemption of such Class A Limited Partner's Units and of the Agreed Purchase Price for such Units. Within forty-five (45) days after the redemption is deemed to have occurred, the Class

A Limited Partner whose Units are being redeemed shall promptly deliver the certificates, if any, for such Units to the General Partner and the General Partner shall deliver the consideration for the Units so redeemed. The failure of the Class A Limited Partner whose Units have been redeemed to deliver any certificates representing such Units shall not affect the fact that the Units were redeemed as of the date of termination of such Class A Limited Partner's Marketing Agreement. The total Agreed Purchase Price shall be paid in cash upon the delivery to the General Partner of the certificates representing the Units by the Class A Limited Partner whose Units have been redeemed, without interest, unless the termination of the Marketing Agreement was due to: (a) the bankruptcy or insolvency of the Class A Limited Partner, or (b) a default under the Marketing Agreement by the Class A Limited Partner that is not cured or waived as provided in the Marketing Agreement, in which event the Agreed Purchase Price shall be paid in twenty (20) equal annual installments, without interest, with the first installment paid one year after the effective date of the termination of the Marketing Agreement.

## SECTION 10 - AMENDMENTS

10.1 Adoption Procedure. This Agreement shall not be amended except by adoption of an amendment by the General Partner and the approval of said amendment of at least sixty-six and two-third percent (66-2/3%) of the interests held by Limited Partners (with interests of Class B Limited Partners determined with reference to Units held, and with interests of Class A Limited Partners determined with reference to Section 13.8).

10.2 Effectiveness of Amendments. As soon as practical after the adoption of any amendment to this Agreement, the General Partner shall execute and acknowledge (and, if required, record and publish) such amendment and any related documents or instruments on behalf of the General Partner, the Limited Partners and the Partnership pursuant to the power of attorney granted to the General Partner as set forth in Sections 14.1 and 14.2 of this Agreement. Amendments required by applicable law to be reflected in a Certificate shall be effective upon the recording of the appropriate amendment to the Certificate. All other amendments shall be effective at the time and date specified in the amendment, or, if none is specified, at the time the amendment is executed by the General Partner and the requisite percentage of Limited Partners, if any.

## SECTION 11 - DISSOLUTION AND WINDING UP

### 11.1 Liquidating Events.

(a) The Partnership shall dissolve and commence winding up and liquidation upon the first to occur of any of the following events (each event referred to as a "Liquidating Event"):

- (i) December 31, 2054; or
- (ii) The date of the sale of all or substantially all Partnership Property; or
- (iii) Any event which causes there to be no General Partner; or

(iv) If any proceeding or investigation by any regulatory, administrative, judicial, legislative or other governmental entity or authority shall have been commenced or threatened which, in the reasonable judgment of the General Partner, makes it unlawful or impractical to carry out: (x) the transactions contemplated by this Agreement, or (y) the

businesses of the Partnership, then the General Partner may, by notice to the Partners, consider such a Liquidating Event and effect a dissolution of the Partnership pursuant to Section 11.3 hereof.

(b) The Partners agree that, notwithstanding any provision of the Act, the Partnership shall not dissolve prior to a Liquidating Event. Further, if a Liquidating Event specified in Section 11.1(a)(iii) occurs or the General Partner withdraws from the Partnership or is deemed to have withdrawn, the Limited Partners, within ninety (90) days of the date of occurrence of such Liquidating Event, may vote to elect a successor General Partner, and in that event the Limited Partners, within ninety (90) days of the date of occurrence of such liquidating event, may vote to continue the Partnership's business, in which case the Partnership shall not dissolve.

11.2 Non-Liquidating Events. The Partnership shall not be terminated or dissolved by: (i) the death, incompetency, bankruptcy, insolvency, dissolution, withdrawal or expulsion of any Limited Partner; (ii) the Transfer of any Units or (iii) the admission or substitution of a new Limited Partner.

11.3 Winding Up and Distribution in Dissolution. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purpose of winding up its affairs in an orderly manner by liquidating its assets and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for the winding up of the affairs of the Partnership. Except as set forth herein, the winding up of the affairs of the Partnership and the distribution of its assets shall be conducted exclusively by the General Partner, who is hereby authorized to do any and all acts and things authorized by law for these purposes. The General Partner shall not be eligible to wind up and liquidate the Partnership in the event it is bankrupt or insolvent or is in breach of any of its duties under this Agreement. In the event that there is no General Partner or the General Partner is not eligible to serve, the winding up of the affairs of the Partnership and the distribution of its assets shall be conducted by such person or entity as may be selected by a vote of Limited Partners owning a majority of outstanding Units owned by Limited Partners entitled to vote. The net proceeds from the liquidation of the Partnership's assets shall be distributed in the following priority:

(a) First, to the payment and discharge of all of the Partnership's debts and liabilities to persons other than Partners;

(b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to Partners or former Partners; and

(c) Third, in accordance with positive Capital Account balances; and

(d) Fourth, any remaining amounts distributed: (i) one percent (1%) to the General Partner; (ii) fifty percent (50%) to the Class A Limited Partners, in proportion to the Hundredweight (cwt.) Marketed for the twelve month period ending as of the last day of the month prior to the month of liquidation; and (iii) forty-nine percent (49%) to the Class B Limited Partners in proportion to the respective number of Class B Limited Partnership Units held by each Class B Limited Partner.

11.4 Rights of Limited Partners. Upon dissolution, each Limited Partner shall look solely to the assets of the Partnership for the return of such Limited Partner's cash contributions, and if the Partnership Property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the cash contribution of each Limited Partner, such Limited Partner shall have no recourse against the General Partner or any other Limited Partner.



## SECTION 12 - BOOKS AND RECORDS

12.1 Duty to Maintain Office and Agent. The Partnership shall continuously maintain in Alberta each of the following:

- (a) An office, which may be, but need not be, a place of its business in Alberta, at which shall be kept the records required by the Act to be maintained.
- (b) An agent in Alberta for service of process for the Partnership.

12.2 Duty to Maintain Books and Records. The Partnership shall keep the following records at the office referred to in Section 12.1(a):

- (a) A current list of the full name and last known business or residence address of each Partner set forth in alphabetical order together with the Capital Contributions and the number of Units owned by each Partner.
- (b) A copy of the Certificate and amendments thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed.
- (c) Copies of the Partnership's federal, provincial and local income tax or information returns and reports, if any, for the three (3) most recent taxable years.
- (d) Copies of the original Partnership Agreement and all amendments thereto.
- (e) Financial statements, if any, of the Partnership for the three (3) most recent fiscal years.

12.3 Right of Audit. The Partnership shall engage certified public accountants to audit its financial statements at the end of each fiscal year. The cost therefore shall be borne by the Partnership.

12.4 Tax Returns and Tax Reporting Information. The Partnership shall prepare or cause to be prepared for each year until the termination of the Partnership (a) federal, provincial and local Partnership income tax returns of the Partnership and (b) all necessary tax reporting information required by the Partners for the preparation of their respective federal, provincial and local Partnership income tax returns. The Partnership shall furnish to each Limited Partner all necessary information forms as may be required by the Tax Act for each fiscal year.

12.5 Rights of Limited Partners. The Limited Partners shall have the following rights with respect to Partnership records and documents:

- (a) Upon the request of a Limited Partner, the General Partner shall promptly deliver to the Limited Partner, at the expense of the Partnership, a copy of records required to be maintained pursuant to the Act.
- (b) Each Limited Partner, or the designated agent or attorney of such Limited Partner, shall have the right upon reasonable request to each of the following: (i) inspect and copy, at the expense of the Limited Partner, during normal business hours, any of the Partnership records required to be maintained pursuant to this Agreement and (ii) obtain from the General Partner,

promptly after becoming available, a copy of the Partnership's federal, provincial and local income tax or information returns for each year.

(c) All reports and other information required by this Section and all other reports which the General Partner deems necessary or desirable to transmit to the Limited Partners shall be prepared and transmitted at the expense of the Partnership. The General Partner is hereby authorized to employ other persons or entities to assist them in the preparation of such reports, all at the expense of the Partnership.

(d) The General Partner shall promptly furnish to Limited Partners a copy of any amendment to this Agreement executed by the General Partner pursuant to a power of attorney from the Limited Partners.

### SECTION 13 - PARTNERSHIP MEETINGS

13.1 Place of Meetings. Meetings of Partners may be held at any place within or without the Province of Alberta as may be fixed by the General Partner.

13.2 Call of Meetings. A meeting of the Partners may be called by the General Partner.

13.3 Notice of Meetings. Whenever Partners are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10), nor more than sixty (60) days before the date of the meeting to each Partner entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting, and the specific nature of the business to be transacted, and no other business may be transacted.

13.4 Approval of Actions. Any Partner approval at a meeting, other than where unanimous approval is required, shall be valid only if the specific nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice.

13.5 Quorum. Partners representing at least a majority of the outstanding Units shall constitute a quorum at a meeting of the Partners.

13.6 Action by Consent. Any action which may be taken at any meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Partners having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all entitled to vote thereon were present and voted. In the event the Limited Partners are requested to consent on a matter without a meeting, each Partner shall be given notice of the matter to be voted upon in the same manner as described above. In the event the General Partner requests a meeting for the purpose of discussing or voting on the matter, the notice of a meeting shall be given in accordance with Section 13.3 and no action shall be taken until the meeting is held. Unless delayed in accordance with the provision of the preceding sentence, any action taken without a meeting will be effective fifteen (15) days after the required minimum number of Limited Partners entitled to vote have signed the consent, however, the action will be effective immediately if the General Partner has signed the consent.

13.7 Proxies and Telephone Participation. The use of a Proxy shall be permitted in accordance with the Act. In addition, Partners may hold meetings by telephonic means where all Partners can hear all other Partners on the call.

13.8 Voting by Class A Limited Partners. In any vote of Class A Limited Partners required or authorized under this Agreement, the Class A Limited Partners shall vote proportionately not based on Units held, but rather proportionately on the basis of Hundredweight (cwt.) Marketed by such Class A Limited Partners in the twelve (12) calendar month period ending as of the end of the month prior to the month in which the vote will be taken (adjusted appropriately if Hundredweight (cwt.) Marketed have occurred for less than twelve (12) calendar months). The total interests to be voted by the Class A Limited Partners determined in the preceding sentence shall be expressed as a percentage of the total outstanding Class A Limited Partnership Units for voting purposes.

#### SECTION 14 - MISCELLANEOUS

14.1 Creation of Power of Attorney. Each Limited Partner by his execution hereof or a counterpart, by his attorney or otherwise, hereby irrevocably nominates, constitutes and appoints the General Partner to act, with full power of substitution, as his true and lawful attorney and agent, with full power and authority in his name, place and stead to:

- (a) Execute, swear to, record a file in the appropriate public offices any and all of the following: (1) This Agreement, all certificates required under the Act and other documents necessary to form, qualify or continue the Partnership as a valid and subsisting Limited Partnership in Alberta and elsewhere; (2) All declarations, certificates and other documents necessary to reflect any amendment to this Agreement; (3) All conveyances and other documents necessary to reflect the dissolution and termination of the Partnership including the cancellation of any certificate and also including any elections under any provisions of the Tax Act and any analogous provincial legislation.
- (b) Execute and file any documents in connection with the business, property, assets and undertaking of the Partnership; and
- (c) Execute and deliver documents on behalf, and in the name, of the Partnership and for the Limited Partners necessary to give effect to the business of the Partnership and to this Agreement.

But shall not include the authority to transfer any Unit, or execute any proxy or vote or execute any Ordinary Resolution or any Special Resolution on behalf of any Limited Partner.

14.2 Irrevocability - The grant of authority contained in Section 14.1:

- (a) is irrevocable and will survive the death or incapacity of a Limited Partner and extend to the heirs, executors, administrators, successors and assigns of the Limited Partner; and
- (b) may be exercised by the General Partner on behalf of each Limited Partner by listing all the Limited Partners executing any instrument with a single signature as attorney and agent for all of them.

Each Limited Partner agrees to be bound by any representation and actions made or taken by the General Partner pursuant to the power of attorney and hereby waives any and all defences which may be available to contest the action of the General Partner taken honestly and in good faith under the power of attorney.

The power of attorney shall continue as long as the attorney and agent is the General Partner of the Partnership and shall continue in respect of a substitute general partner, but shall terminate on any transfer or assignment by the Limited Partner of his interest in the Partnership except with respect to such actions as are necessary to effect substitution of transferee or assignee as a Limited Partner in the Limited Partnership.

14.3 Assignee of Limited Partners. In the case of assignments where the assignee does not become a substitute Limited Partner, the Partnership shall recognize the assignment as of the day of such assignment or receipt of written notice of assignment by the General Partner, whichever is later, and all Distributions after the date of such assignment shall be made to the assignee.

14.4 No Commingling of Funds. The funds of the Partnership shall not be commingled with the funds of any other person, and will be held in a separate Partnership account.

14.5 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be addressed to any party by mail, wire, or by facsimile at the addresses or numbers set forth on the Partnership's books and records. Any Partner may change its address by similar notice to the Partnership.

14.6 Waiver of Action for Partition. Each of the parties hereto irrevocably waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the assets of the Partnership.

14.7 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto.

14.8 Application of Alberta Law. This Agreement, and the interpretation thereof, shall be governed exclusively by its terms and by the law of the Province of Alberta.

14.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.10 Validity. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

14.11 Signatures. Any check, draft, contract, evidence of indebtedness, deed, mortgage, deed of trust, lease, contract of sale, bill of sale, or other similar document shall be executed for the Partnership by any officer of the General Partner or employee of the General Partner designated by the General Partner, and no other signatures shall be required.

14.12 Interpretation. As used herein the masculine includes the feminine, the neuter and all artificial persons (such as corporations, partnerships and other organizations) and the singular includes the plural.

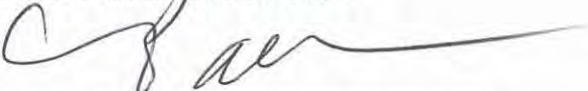
14.13 Incorporation by Reference. All Schedules hereto which are referred to herein are hereby incorporated herein by this reference as fully as if set forth in full herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement of Limited Partnership, effective as of the Effective Date.

**GENERAL PARTNER:**

3088971 NOVA SCOTIA COMPANY

By   
\_\_\_\_\_  
LAWRENCE PARKS, DIRECTOR

**INITIAL LIMITED PARTNER**

  
\_\_\_\_\_  
J. PATRICK BOND

**Schedule A**  
to  
**LIMITED PARTNERSHIP AGREEMENT**  
OF  
**PARKS LIVESTOCK OF CANADA LIMITED PARTNERSHIP**

Summary of Lease Terms

1. Lease between the Partnership as Tenant and Parks Family Leasing Canada, Inc. as Landlord
  - a. Annual rent equal to 15% of total invested costs in the facility (Canadian Dollars)
  - b. Rental adjusts if Landlord increases total invested costs, remaining at the 15% level
  - c. Initial term of 7 years, automatic renewals so 7 year term is renewed unless notice of termination given, then continues for remainder of 7 year term
  - d. Tenant responsible for maintenance, repairs, utilities, insurance and taxes
  - e. Landlord responsible for structural repairs;
  - f. Other customary lease provisions
  
2. Other leases with Affiliates of Partners to be on the same general terms and conditions as those set forth above.

**Schedule A**  
to  
**AGREEMENT OF LIMITED PARTNERSHIP**  
OF  
**PARKS LIVESTOCK OF CANADA, L.L.P.**

<u>Names, Addresses and EINS of Partners</u>	<u>Class</u>	<u>Number of Units</u>
LHM Livestock, L.L.C. 191 S. Henning Rd. Danville, Illinois 61832 EIN 56-2127903	General Partner	10
LHM Livestock, L.L.C. 191 S. Henning Rd. Danville, Illinois 61832 EIN 56-2127903	Class B Limited Partner	390
Steve's Livestock Transportation (Blumenort) Ltd. P.O. Box 164 Blumenort, Manitoba R0A 0C0 EIN 12428 1510	Class B Limited Partner	100
Elite Swine, Inc. Box 290 Landmark Manitoba R0A 0X0 EIN <u>12770 5371</u>	Class A Limited Partner	125
Hytex, Ltd Box 100 La Broquerie, Manitoba R0A 0W0 EIN 893757252	Class A Limited Partner	125
The Puratone Corporation 295 Main Street Niverville, Manitoba R0A 1E0 EIN <u>10389 0323</u> RC 0002	Class A Limited Partner	125
Premium Pork 33385 Richmond Street P. O. Box 131 Lucan, Ontario N0M 2J0 EIN <u>98-036 8919</u>	Class A Limited Partner	125



**Schedule A**  
to  
**AGREEMENT OF LIMITED PARTNERSHIP**  
OF  
**PARKS LIVESTOCK OF CANADA, L.L.P.**

<u>Names, Addresses and EINS of Partners</u>	<u>Class</u>	<u>Number of Units</u>
LHM Livestock, L.L.C. 191 S. Henning Rd. Danville, Illinois 61832 EIN 56-2127903	General Partner	10
LHM Livestock, L.L.C. 191 S. Henning Rd. Danville, Illinois 61832 EIN 56-2127903	Class B Limited Partner	390
Steve's Livestock Transportation (Blumenort) Ltd. P.O. Box 164 Blumenort, Manitoba R0A 0C0 EIN 12428 1510	Class B Limited Partner	100
Elite Swine, Inc. Box 290 Landmark Manitoba R0A 0X0 EIN _____	Class A Limited Partner	125
Hytex, Ltd Box 100 La Broquerie, Manitoba R0A 0W0 EIN 893757252	Class A Limited Partner	125
The Puratone Corporation 295 Main Street Niverville, Manitoba R0A 1E0 EIN _____	Class A Limited Partner	125
Premium Pork Finishing (Two), ULC 34694 Richmond Street P. O. Box 131 Lucan, Ontario NOM 2J0 EIN 98-0368919	Class A Limited Partner	125

LIMITED PARTNER  
SIGNATURE PAGE TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF PARKS LIVESTOCK OF CANADA, L.L.L.P.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement of Limited Partnership, effective as of the Effective Date.

NAME OF LIMITED PARTNER: LHM Livestock, LLC

TYPE OF LIMITED PARTNER: Class B

ADDRESS OF LIMITED PARTNER: 191 S. Herming Road  
Danville, IL 61832

CONTACT PERSON OF LIMITED PARTNER: Lawrence Parks

TAX IDENTIFICATION NUMBER OF LIMITED PARTNER: 56-2127903

AUTHORIZED SIGNATURE OF LIMITED PARTNER: 

PRINT NAME: Lawrence Parks

PRINT TITLE: Manager

LIMITED PARTNER  
SIGNATURE PAGE TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF PARKS LIVESTOCK OF CANADA, L.L.L.P.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement of Limited Partnership, effective as of the Effective Date.

NAME OF LIMITED PARTNER: Steve's Livestock Transportation (Blumenort) Ltd.

TYPE OF LIMITED PARTNER: Class B

ADDRESS OF LIMITED PARTNER: P.O. Box 164  
Blumenort, Manitoba, R0A 0C0

CONTACT PERSON OF LIMITED PARTNER: Steve Brandt

TAX IDENTIFICATION NUMBER OF LIMITED PARTNER: 12428 1510

AUTHORIZED SIGNATURE OF LIMITED PARTNER: 

PRINT NAME: Steve Brandt

PRINT TITLE: President

**LIMITED PARTNER  
SIGNATURE PAGE TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF PARKS LIVESTOCK OF CANADA, L.L.L.P.**

**IN WITNESS WHEREOF**, the undersigned party hereto has executed this Agreement of Limited Partnership, effective as of the Effective Date.

**NAME OF LIMITED PARTNER:**

Hytex, Ltd.

**TYPE OF LIMITED PARTNER:**

Class A

**ADDRESS OF LIMITED PARTNER:**

Box 100  
La Broquerie, Manitoba R0A 0W0

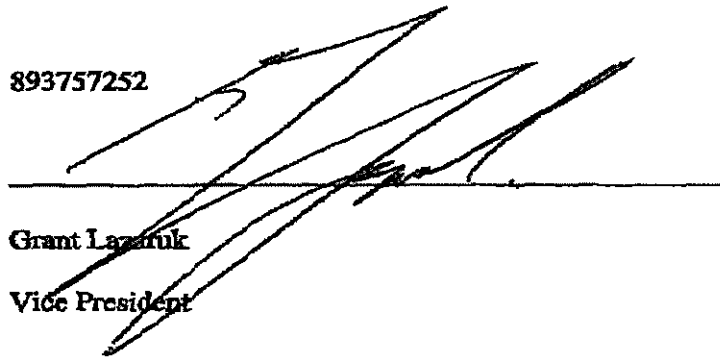
**CONTACT PERSON OF  
LIMITED PARTNER:**

Grant Lazaruk

**TAX IDENTIFICATION NUMBER OF  
LIMITED PARTNER:**

893757252

**AUTHORIZED SIGNATURE OF  
LIMITED PARTNER:**



**PRINT NAME:**

Grant Lazaruk

**PRINT TITLE:**

Vice President

LIMITED PARTNER  
SIGNATURE PAGE TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF PARKS LIVESTOCK OF CANADA, L.L.L.P.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement of Limited Partnership, effective as of the Effective Date.


NAME OF LIMITED PARTNER: The Puratone Corporation

TYPE OF LIMITED PARTNER: Class A

ADDRESS OF LIMITED PARTNER: Box 460  
Niverville, Manitoba R0A 1E0

CONTACT PERSON OF LIMITED PARTNER: Darcy Pauls

TAX IDENTIFICATION NUMBER OF LIMITED PARTNER: 10389 0323 RC 0002

AUTHORIZED SIGNATURE OF LIMITED PARTNER: 

PRINT NAME: Darcy Pauls

PRINT TITLE: General Manager, Swine Division

LIMITED PARTNER  
SIGNATURE PAGE TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF PARKS LIVESTOCK OF CANADA, L.L.P.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement of Limited Partnership, effective as of the Effective Date.

NAME OF LIMITED PARTNER: Elite Swine, Inc.  
TYPE OF LIMITED PARTNER: Class A  
ADDRESS OF LIMITED PARTNER: Box 290  
Landmark, Manitoba, R0A 0X0

CONTACT PERSON OF LIMITED PARTNER: Dave Perner

TAX IDENTIFICATION NUMBER OF LIMITED PARTNER:

12971 5371  


AUTHORIZED SIGNATURE OF LIMITED PARTNER:

PRINT NAME: Dickson Gould

PRINT TITLE: President

AUTHORIZED SIGNATURE OF LIMITED PARTNER:



PRINT NAME:

PRINT TITLE:

EIN 56-2127903

Steve's Livestock Transportation (Blumenort) Ltd.  
P.O. Box 164  
Blumenort, Manitoba R0A 0C0  
EIN 12428 1510

Class B Limited Partner 100

Elite Swine, Inc.  
Box 290  
Landmark Manitoba R0A 0X0  
EIN \_\_\_\_\_

Class A Limited Partner 125

Hytex, Ltd  
Box 100  
La Broquerie, Manitoba R0A 0W0  
EIN 893757252

Class A Limited Partner 125

The Puratone Corporation  
295 Main Street  
Niverville, Manitoba R0A 1E0  
EIN \_\_\_\_\_

Class A Limited Partner 125

Premium Pork Finishing (Two), ULC  
34694 Richmond Street  
P. O. Box 131

Class A Limited Partner 125

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**THIS IS EXHIBIT "8" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



---

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

---



Feb 13, 2005  
Puraton, Niverville, MB  
R0A 1E0  
Phone (204) 388-4741  
Fax (204) 388-0037

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## WEANLING PURCHASE & HOG MARKETING CONTRACT

---

THIS CONTRACT made this 31 day of December, 2004.

**BETWEEN:**

**THE PURATONE CORPORATION**  
(hereinafter called "Puratone")

**OF THE FIRST**

**PART,**

**-and-**

**BOND HOG VENTURES LTD.**  
c/o Box 460  
Niverville, MB  
R0A 1E0  
(hereinafter called the "Producer").

**OF THE SECOND PART.**

WHEREAS the Producer has requested that Puratone sell to it, weanlings and the feed and medications necessary to raise such weanlings to marketable weight;

AND WHEREAS the Producer desires to market its slaughter hogs through participation in the Hog Marketing Program, (a cooperative marketing program as hereinafter defined);

AND WHEREAS the Producer is aware that upon the Producer entering into the Hog Marketing Program, Puratone will enter into binding commitments for supply which will be dependent upon the Producer performing its obligations pursuant hereto;

NOW THEREFORE in consideration of the mutual covenants herein contained the Puratone and the Producer covenant and agree as follows:

1. Definitions. In this Contract, the following words or expressions have the following meanings:
  - "Average Live Weight" means the average weight of weanlings per truckload delivered determined by dividing the total weight, in kilograms, of weanlings delivered by the number of weanlings on the truckload;
  - "Batch" means the number of weanling pigs delivered by Puratone to fill the Facility, each of which shall consist of approximately 6,200 weanlings;
  - "Booking Procedure" means the procedures and methods for arranging for the delivery of hogs outlined in **Schedule "B"** hereto, as amended from time to time by Puratone;

“Business Day” means a continuous 24 hour period commencing and ending on a day or days which is/are not a Saturday, Sunday or statutory holiday in Manitoba;

“CQA™ Program” means the Canadian Quality Assurance Program, which has been established by the Canadian Pork Council to provide the highest standards of food production.

“Facility” means the Producer’s facility at NE 1/4 30-16-3E exc. thereout the most Ely 1320 feet thereof in the R.M. of Rockwood;

“Feed” means the appropriate complete feed or supplement program sourced from and recommended by Puratone;

“Medication” means the appropriate medication sourced from and recommended by Puratone’s corporate or consultant veterinarian.

“Force Majeure Event” means a cause or causes beyond its control of a party including without limitation, act of God, fire, storm, labour relations disruption (including strike, lock-out, illegal work stoppages, slowdowns, boycotts or other labour disputes), any law, regulation or order of any government body or authority having jurisdiction over the party, act of war, insurrection, riot, or other civil disturbance caused by any third party (including freight embargoes, highway, railway or other delivery disruption), power failure, computer failure, mechanical breakdown or any other cause beyond its reasonable control, or beyond the control of any person directly or indirectly engaged by it.

“Hog” means a pig of marketable weight that was part of a Batch and which is sold by or on behalf of the Producer, including through the Puratone Hog Marketing Program;

“Hog Marketing Program” means the program established, managed and operated by Puratone for the marketing of slaughter hogs on its own behalf and on behalf of third-party hog producers (including the Producer), who enter into agreements with Puratone from time to time, which are the same or similar to this Contract;

“Hog Marketing Statement” means the statement in the form set out in **Schedule C** of this Contract;

“Market Price” means the four week average of the Puratone Selling Price ending on the last day of the week prior to scheduled weanling delivery, being a composite of the 100 index per 100 kilograms dressed of all prices received for hogs marketed through the Puratone Marketing Program.

“Person” means and includes individuals, corporations, partnerships, proprietorships, trusts, syndicates, joint ventures, associations, or any other entity by which a business or action may be carried out.

“Puratone Risk Management Program” means a practice by which one or a combination of risk management tools may be utilized from time to time, including but not limited to forward selling of hogs, forward selling of the Canadian dollar, put options and call options.

“Puratone Selling Price” in respect of any particular slaughter hogs delivered pursuant to this Contract means a price that is a composite of all cash hog sales through the Hog Marketing Program for the week in which shipment has occurred as calculated by Puratone. In the event the Producer is involved in the Puratone Risk Management Program, a Risk Management Agreement will be signed and pricing will be calculated based on the rules of the Puratone Risk Management Program.

"Slaughter Hogs" means gilts and barrows within the market weight range, with said weight range being determined by the processor to which the slaughter hogs are being shipped.

"Weanling Pigs" means pigs with an approximate weight of 28 kilograms each.

"Weanling Pricing Formula" means the Average Live Weight Price per truckload, priced as follows:

- (i) For pigs with an Average Live Weight of equal to or greater than 29.5 kilograms:
  - (a)  $26.5 \text{ kgs} \times 1.51 \times \text{Market Price}$ , plus
  - (b)  $(29.5 - 26.5) \text{ kgs} \times 0.88 \times \text{Market Price}$ , plus
  - (c)  $(\text{Average Live Weight} - 29.5) \text{ kgs} \times 0.44 \times \text{Market Price}$
- (ii) For pigs with an Average Live Weight of equal to or greater than 26.5 kilograms and less than 29.5 kilograms:
  - (a)  $26.5 \text{ kgs} \times 1.51 \times \text{Market Price}$ , plus
  - (b)  $(\text{Average Live Weight} - 26.5) \text{ kgs} \times 0.88 \times \text{Market Price}$
- (iii) For pigs with an Average Live Weight of equal to or greater than 23.0 kilograms and less than 26.5 kilograms:
  - (a)  $(\text{Average Live Weight}) \text{ kgs} \times 1.51 \times \text{Market Price}$ , minus
  - (b)  $(26.5 - \text{Average Live Weight}) \text{ kgs} \times 1.1 \times \text{Market Price}$
- (iv) For pigs with an Average Live Weight of equal to or greater than 20.0 kilograms and less than 23.0 kilograms:
  - (a)  $(\text{Average Live Weight}) \text{ kgs} \times 1.51 \times \text{Market Price}$ , minus
  - (b)  $(26.5 - \text{Average Live Weight}) \text{ kgs} \times 1.1 \times \text{Market Price}$ , and
  - (c) above result discounted by 10%
- (v) For pigs with an Average Live Weight of less than 20.0 kilograms:
  - (a) No charge

#### **DIVISION I – WEANLING, FEED AND MEDICATION PURCHASE**

2. Puratone agrees with the Producer:

- a) To deliver, or cause to be delivered, Batches to the Producer at the Facility at intervals of approximately 119 days, commencing with the first Batch on or about August 15, 2004.
- b) To provide a qualified service person to assist the Producer in its management program.
- c) To warrant the Weanling Pigs delivered in accordance with **Schedule "A"** to this Contract.
- d) Subject to timely payment therefor, to deliver or cause to be delivered complete feed and medications to the Producer in amounts and at times arranged between Puratone and the Producer.

3. The Producer agrees with Puratone:

- (a) To purchase and take delivery of three Batches every 51 weeks during the term of this Contract, at prices determined in accordance with the Pricing Formula, together with all necessary feed and medications necessary to raise them;

- (b) To permit Puratone's authorized representative(s) to enter the Facility at any time within 48 hours following delivery of a Batch for the purpose of inspection and tagging in accordance with the Warranty;
- (c) To pay all weanling freight costs for each Batch, as arranged by Puratone;
  - e) To pay for each Batch of weanlings and all feed and medications supplied at Puratone's then current prices and terms or the prices and terms of the Puratone affiliate making the supply, as the case may be;
  - f) To pay all amounts owing to Puratone or its affiliates (including without restriction Winkler Feed Service), within the terms set forth in invoices therefor.

## **DIVISION II - HOG MARKETING**

### **GENERAL**

- 4. The Producer agrees to supply and deliver its total hog production produced from the barn location(s) noted above for sale through the Puratone Hog Marketing Program, according to the Booking Procedure as attached hereto and marked as **Schedule "B"**.
- 5. The Producer agrees to follow the Booking Procedure as may be in force from time to time. Any cancellations or re-scheduling by the Producer must be done by giving Puratone not less than one Business Day's written notice, which may be forwarded via fax to:

The Puratone Corporation  
295 Main Street  
Niverville, Manitoba R0A 1E0  
FAX (204) 388-6745

- 6. Puratone will specify point of delivery of the Producer's slaughter hogs upon execution of this contract and from time to time, in the event that point of delivery is altered.
- 7. In the event that the Producer will be unable to make delivery due to a Force Majeure Event then the Producer shall use its best efforts to notify Puratone of the Force Majeure Event immediately upon becoming aware of it.
- 8. Puratone shall not be obliged to accept delivery of the Producer's slaughter hogs in the event of a Force Majeure Event affecting Puratone, the processor to which the hogs are to be delivered, the transport of the hogs, or any person, government or institution necessary to the marketing of the slaughter hogs. Puratone undertakes to notify the Producer promptly of its inability to accept booking or delivery of the slaughter hogs by reason of a Force Majeure Event in order to avoid unnecessary transportation costs.

### **PRICING AND PAYMENT**

- 9. Slaughter hogs to be sold by Puratone will be marketed at the best advantage available to the Hog Marketing Program at the time of shipment. Payment to the Producer will be based on the established Puratone Selling Price.

10. Slaughter hogs will be graded and paid for according to the appropriate yield, grading grid and premium schedule in effect with the processor designated by Puratone at time of sale.
11. The benefit and/or the burden of all weight and or carcass quality premiums or discounts received from processors at the time of settlement of each shipment provided by the Producer will be passed on to the Producer. The Producer acknowledges and agrees that where a hog processor is unable to read tattoos, the processor will employ a system to allocate animals as closely and equitably as possible to Puratone and/or to the Producer. The Producer and Puratone acknowledge and agree that such a system is necessary and agree that they will accept the allocations made by the Processor in accordance with this Agreement or any arrangement between Puratone and the Producer which depends or varies according to the specific characteristics of hogs managed, sold or marketed.
12. Payment to the Producer will be determined by subtracting from the settlement price summarized on the Hog Marketing Statement in respect of such shipment: (a) any deductions required by law (including without restriction GST where applicable) and all costs associated with the sale of the slaughter hogs such as but not limited to, freight costs, universal levy, USDA veterinary fees, customs broker fees, countervail or other duty, USDA pork assessment, stamp, sales, commodity or similar taxes, and foreign exchange; (b) the Hog Marketing Program administration charge of \$0.60 plus GST per marketed hog; and (c) any penalties incurred or losses suffered by Puratone in connection with any of the Producer's slaughter hogs marketed by Puratone which do not comply with quality assurance provisions; and (d) any amounts otherwise owing by the Producer to Puratone.
13. All classes of animals will be paid according to the receiving processor's settlement agreement and can be verified by supplying the Producer with copies of all returns.
14. Prices are FOB the point of delivery before applicable deductions.
15. Payment for slaughter hogs will be made in accordance to payment schedules established from time to time with the various processors and within a reasonable time following the receipt of settlement by Puratone.
16. All funds received from processors for disbursement to producers such as the Producer, will be held *In Trust* by Puratone until settlement is completed provided however that Puratone shall be entitled to deduct and retain from such funds any amounts owing by the Producer to Puratone.
17. While Puratone makes every effort to ensure that it deals with financially sound processors, Puratone shall not be liable to the Producer in respect of the payment for slaughter hogs marketed by it which are not paid for, in whole or in part, by the processor to which they were sold.

#### SHIPMENT SPECIFICATIONS

18. The Producer warrants that slaughter hogs to be delivered by it under this Contract shall:
  - a) Be produced in compliance with the Good Production Practices as detailed in the Canadian Pork Council's Canadian Quality Assurance (CQA) program, notwithstanding the laws, regulations, by-laws, orders, rulings and ordinances in Canada which have application to the production of the hogs;
  - b) Be saleable and fit for the purpose for which they were intended;

- c) Be raised, handled and loaded for transport in a humane and proper manner to reduce stress and bruising;
- d) Not be fed, injected with, or otherwise have administered to them, any medication, treatment feed additive or other product used for the treatment of any diseases for growth promotion or for any other reasons, unless such products are registered with Agriculture and Agri-Food Canada or other appropriate authority with jurisdiction in Manitoba, are approved for the use specified, and are administered according to the approved methods and approved dosages, including strict adherence to the required medication withdrawal period prior to marketing;
- e) Be delivered drug-free and that the Producer will be subject to penalties for violations under the provisions of the CQA Program as outline by The Canadian Pork Council;
- f) Be legibly and properly tattooed according to the receiving processor's requirements, using producer identity codes supplied by Puratone.

### **OTHER SPECIFICATIONS AND REQUIREMENTS**

19. Meat colour and PSE performance will be monitored. Puratone will notify the Producer from time to time if meat is off-colour or PSE exceeds facility norms. Repeated off-colour meat or excessive PSE may result in notice of termination as hereinafter provided.
20. The Producer is required to provide verification of CQA accreditation and to maintain CQA Program standards, ongoing accreditation and verification of same. The Producer will train its staff in proper procedures, including all reasonable steps to protect hogs from contamination. The Producer will inform its veterinarians of its obligations and require them to work with the Producer to meet such obligations.
21. The Producer will adhere to the recommended feed withdrawal program in accordance with the receiving processor's pre-slaughter management program and as notified by Puratone.

### **DIVISION III - TERMINATION**

22. This Contract may be terminated as follows:

- a) By Puratone at any time without notice in the event of any drug residue infraction as herein before provided or if the Producer breaches any other provision of this Contract;
- b) At any time by mutual written agreement of the Producer and Puratone,
- c) Upon either party serving two (2) years written notice for Producers, provided that;
  - (i) such notice must specify a "last delivery date" for marketing of the final Batch's slaughter hogs which will be the date of termination of this Contract.
  - (ii) no forward price contracts are outstanding beyond the date of termination, and
  - (iii) there are no other contracts or agreements between Puratone and the Producer with expiry or termination dates after the proposed termination date.
- d) By either party in respect of a Force Majeure Event as hereinafter provided;

- e) By Puratone at the option of Puratone, immediately upon notice, in the event of the death, bankruptcy, or insolvency of the Producer, or of the Producer ceasing or threatening to cease to carry on business.

- 23. Notwithstanding termination of this Contract, the provisions of this Contract requiring the Producer to pay any amount shall continue until such amounts have been fully paid and all such amounts shall become due and payable immediately upon the date of termination.
- 24. Notwithstanding anything to the contrary provided in this Contract, Puratone reserves the right from time to time to change any term of this Contract by providing the Producer six months written notice with respect to such change. Following any such written notice, the Producer may, at its option and within 60 days of the date of the written notice, provide Puratone six months written notice of termination, providing such notice specifies a "last delivery date" for marketing of the final Batch's slaughter hogs which will be the date of termination of this Contract. In the event that the Producer exercises its rights to terminate as aforesaid, the change to the Contract, which Puratone proposed, will not apply during the remaining term of this Contract. In the event the Producer fails to give notice of termination within the period provided, the change notified by Puratone will take effect at the conclusion of the six-month initial notice period.
- 25. Neither Puratone nor the Producer shall be responsible to the other for non-performance or delay in performance occasioned by a Force Majeure Event. The obligations of the party prevented from performing shall be suspended for the duration of the Force Majeure Event, provided that the other party shall be entitled to terminate this Contract in the event that the period of such Force Majeure lasts for more than three (3) months.

#### **DIVISION IV - GENERAL**

- 26. Neither party may disclose the terms and conditions of this Contract except to its professional advisors, for purposes of litigation hereunder, as may be required by law, or with the prior written consent of the other. This provision in no way limits or restricts in whole or in part the use of this Contract.
- 27. The Producer understands and agrees that in order for Puratone to perform its obligations to the Producer under this Contract and to other participants in the Hog Marketing Program, Puratone must make commitments to processors based upon anticipated deliveries pursuant to this Contract. The Producer understands that Puratone will be liable to the processors notwithstanding, by way of example, that the Producer's failure to meet its obligations may be due to the failure of the Producer to perform its obligations pursuant to this Contract. Accordingly, the Producer understands that the Producer shall be liable to Puratone and any other participants in the Hog Marketing Program for damages or losses said participants suffer or incur as a result of any attempted early termination, failure to deliver, or other breach of this Contract by the Producer which is not specifically excused or permitted by the terms of this Contract.
- 28. The waiver by Puratone of a breach of this Contract by the Producer on any one occasion shall not constitute or be deemed a waiver of any other breach.
- 29. In addition to any other remedies available to Puratone in the event of a breach of this Contract by the Producer, Puratone may set off claims against moneys held by Puratone for or on behalf of the Producer or payable to the Producer.

30. This Contract is not assignable by the Producer without the express written consent of Puratone.
31. This is the entire Contract between Puratone and the Producer with respect to the supply of weanlings and the marketing of finished hogs and supersedes all prior discussions and agreements/contracts.
32. Time is of the essence in this Contract.
33. Schedules A, B and C attached hereto form part of this Contract.
34. The Producer warrants that it has good and sufficient power, authority and right to enter into and deliver the Contract and to fully perform all of its obligations under this Contract and that its full legal name is correctly set out below.
35. This Contract shall be governed by the laws of Manitoba and the federal laws of Canada applicable therein.
36. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. If any part of this Contract shall be found void or unenforceable, the remainder of the Contract shall nevertheless continue in full force and effect. This Contract shall be governed by the laws of Manitoba
37. This Contract commences as of the date of signing and continues until terminated under the Contract termination provisions.
38. It is understood that the relationship of the parties hereto with respect to the sale and purchase of weanlings and feed is one of vendor and purchaser only, and in respect of the Hog Marketing Program is one of agent and undisclosed principal. Nothing herein shall constitute the parties as, partners, or joint ventures.
39. Puratone makes no representations, warranties or guarantees of the profitability of this Contract to the Producer. Producer acknowledges and agrees that the breeding, raising, production and marketing of swine are speculative businesses and this Contract does not guarantee any profits to the Producer. Puratone recommends the Producer build up and maintain cash reserves during periods of strong market prices, which can be used to assist carrying them through batches of weak market prices.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed the day and year first above written.

**THE PURATONE CORPORATION**

PER \_\_\_\_\_

PER \_\_\_\_\_

**BOND HOG VENTURES LTD.**

PER \_\_\_\_\_

PER \_\_\_\_\_



## SCHEDULE "A"

The Puratone Corporation

Weanling Credit Policy

All weanlings received are warrantable for the first 48 hours following delivery.

Within 48 hours of receipt of each batch a Puratone Corporation serviceperson will inspect the batch and identify pigs with the following conditions and the noted warranty will be applied.

- 1) Conditions in which a full credit will be issued:
  - a) Boars
  - b) Ridglings (credit issued at the end of the batch)
  - c) Large Belly / Scrotal Ruptures
  - d) Prolapse
  - e) Dead in 48 hours (natural causes)
  - f) Pigs under 20 kgs.
  - g) Rectal Stricture
  
- 2) Conditions in which the Producer will receive a credit or the pig will be tagged\*, subject to the discretion of the serviceperson:
  - a) Small Belly/Scrotal Ruptures
  - b) Deformed Pigs
  - c) Late Castration
  - d) Tail Bitten
  - e) Unthrifty Pigs
  - f) Injuries.

\*Tagged subject pigs have an extended warranty because of the difficulty in determining their survivability. If a tagged subject pig dies or needs to be euthanized during the batch, for the reason which it was tagged, a credit will be issued. If a tagged subject pig goes to market on a clean-out load as a light (less than 90kgs at the farm), the Producer will be credited the price of the weanling. The serviceperson must be notified as soon as possible of either of these occurrences and given the tag number of the subject pig.

## SCHEDULE B

### THE PURATONE HOG MARKETING PROGRAM

#### BOOKING PROCEDURE

Bookings will be accepted up to Wednesday, 5:00 PM for slaughter hog shipments the following week. You can confirm bookings by calling The Puratone Swine Division at (204) 388-4741 or direct to (204) 388-0013.

Producers will be requested to identify in as much detail as possible, the number and weight of hogs available for market. Updated market options and target weight ranges will be made available to barn managers as guidelines for shipping.

By 12:00 noon Friday confirmation of sale, reference number and, at Puratone's sole discretion, finalization of destination and transport provider will be provided.

# SCHEDULE C

## THE PURATONE CORPORATION HOG MARKETING PROGRAM

### HOG MARKETING STATEMENT

Shipped By

Reference No:

Date Shipped

Processor

Date Killed

\$/CDN/cKG (Base Price)

Reporting Date

<b>Delivery Details</b>
<b>Head Shipped:</b>
Good
Boars/Ridglings
Sows
Condemned
Dead
Light
<b>Grading Index</b>
Live Weight (kg)
Dressed Weight (kg)
Carcass Yield
Average Weight (kg)
Average Index
Lean Yield

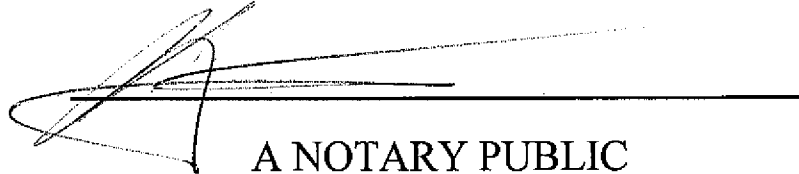
<b>Payment Details</b>
<b>Proceeds</b>
Gross Receipts
Carcass Premium
Contract Premium
<b>Total Proceeds</b>
<b>Deductions</b>
Manitoba Levy @\$0.85
Freight
Federal Levy
Administration @ \$0.60
Duty (if applicable)
<b>Total Deductions</b>
<b>GST on Deductions</b>
<b>Net Payment</b>
Pd by Cheque #

<b>Returns/Kg</b>
Net Pmt/Live Kg
Net Pmt/Dressed Kg

The amount of any duty that may be shown on this invoice is estimated. It is agreed that you will pay any duty, increased duty, additional duties, penalties, or other charges imposed by law or regulation in connection with this shipment.

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**THIS IS EXHIBIT "9" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line and a long, sweeping flourish extending to the right.

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

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## WEANLING PURCHASE & HOG MARKETING CONTRACT

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THIS CONTRACT made this 30<sup>th</sup> day of August, 2004.

**BETWEEN:**

**THE PURATONE CORPORATION**  
(hereinafter called "Puratone")

**OF THE FIRST**

**PART,**

**-and-**

**HERITAGE HOGS LIMITED**  
c/o Box 460  
Niverville, MB R0A 1E0  
(hereinafter called the "Producer").

**OF THE SECOND PART.**

WHEREAS the Producer has requested that Puratone sell to it, weanlings and the feed and medications necessary to raise such weanlings to marketable weight;

AND WHEREAS the Producer desires to market its slaughter hogs through participation in the Hog Marketing Program, (a cooperative marketing program as hereinafter defined);

AND WHEREAS the Producer is aware that upon the Producer entering into the Hog Marketing Program, Puratone will enter into binding commitments for supply which will be dependent upon the Producer performing its obligations pursuant hereto;

NOW THEREFORE in consideration of the mutual covenants herein contained the Puratone and the Producer covenant and agree as follows:

1. Definitions. In this Contract, the following words or expressions have the following meanings:

"Average Live Weight" means the average weight of weanlings per truckload delivered determined by dividing the total weight, in kilograms, of weanlings delivered by the number of weanlings on the truckload;

"Batch" means the number of weanling pigs delivered by Puratone to fill the Facility, each of which shall consist of approximately 6,200 weanlings;

"Booking Procedure" means the procedures and methods for arranging for the delivery of hogs outlined in **Schedule "B"** hereto, as amended from time to time by Puratone;

"Business Day" means a continuous 24 hour period commencing and ending on a day or days which is/are not a Saturday, Sunday or statutory holiday in Manitoba;

“CQA™ Program” means the Canadian Quality Assurance Program, which has been established by the Canadian Pork Council to provide the highest standards of food production.

“Facility” means the Producer’s facility at S 1/2 of NW 1/4 35-7-4E in the R.M. of Hanover;

“Feed” means the appropriate complete feed or supplement program sourced from and recommended by Puratone;

“Medication” means the appropriate medication sourced from and recommended by Puratone’s corporate or consultant veterinarian.

“Force Majeure Event” means a cause or causes beyond its control of a party including without limitation, act of God, fire, storm, labour relations disruption (including strike, lock-out, illegal work stoppages, slowdowns, boycotts or other labour disputes), any law, regulation or order of any government body or authority having jurisdiction over the party, act of war, insurrection, riot, or other civil disturbance caused by any third party (including freight embargoes, highway, railway or other delivery disruption), power failure, computer failure, mechanical breakdown or any other cause beyond its reasonable control, or beyond the control of any person directly or indirectly engaged by it.

“Hog” means a pig of marketable weight that was part of a Batch and which is sold by or on behalf of the Producer, including through the Puratone Hog Marketing Program;

“Hog Marketing Program” means the program established, managed and operated by Puratone for the marketing of slaughter hogs on its own behalf and on behalf of third-party hog producers (including the Producer), who enter into agreements with Puratone from time to time, which are the same or similar to this Contract;

“Hog Marketing Statement” means the statement in the form set out in **Schedule C** of this Contract;

“Market Price” means the four week average of the Puratone Selling Price ending on the last day of the week prior to scheduled weanling delivery, being a composite of the 100 index per 100 kilograms dressed of all prices received for hogs marketed through the Puratone Marketing Program.

“Person” means and includes individuals, corporations, partnerships, proprietorships, trusts, syndicates, joint ventures, associations, or any other entity by which a business or action may be carried out.

“Puratone Risk Management Program” means a practice by which one or a combination of risk management tools may be utilized from time to time, including but not limited to forward selling of hogs, forward selling of the Canadian dollar, put options and call options.

“Puratone Selling Price” in respect of any particular slaughter hogs delivered pursuant to this Contract means a price that is a composite of all cash hog sales through the Hog Marketing Program for the week in which shipment has occurred as calculated by Puratone. In the event the Producer is involved in the Puratone Risk Management Program, a Risk Management Agreement will be signed and pricing will be calculated based on the rules of the Puratone Risk Management Program.

“Slaughter Hogs” means gilts and barrows within the market weight range, with said weight range being determined by the processor to which the slaughter hogs are being shipped.

“Weanling Pigs” means pigs with an approximate weight of 28 kilograms each.

“Weanling Pricing Formula” means the Average Live Weight Price per truckload, priced as follows:

- (i) For pigs with an Average Live Weight of equal to or greater than 29.5 kilograms:
  - (a) 26.5 kgs x 1.51 x Market Price, plus
  - (b) (29.5 – 26.5) kgs x 0.88 x Market Price, plus
  - (c) (Average Live Weight – 29.5) kgs x 0.44 x Market Price
- (ii) For pigs with an Average Live Weight of equal to or greater than 26.5 kilograms and less than 29.5 kilograms:
  - (a) 26.5 kgs x 1.51 x Market Price, plus
  - (b) (Average Live Weight – 26.5) kgs x 0.88 x Market Price
- (iii) For pigs with an Average Live Weight of equal to or greater than 23.0 kilograms and less than 26.5 kilograms:
  - (a) (Average Live Weight) kgs x 1.51 x Market Price, minus
  - (b) (26.5 – Average Live Weight) kgs x 1.1 x Market Price
- (iv) For pigs with an Average Live Weight of equal to or greater than 20.0 kilograms and less than 23.0 kilograms:
  - (a) (Average Live Weight) kgs x 1.51 x Market Price, minus
  - (b) (26.5 – Average Live Weight) kgs x 1.1 x Market Price, and
  - (c) above result discounted by 10%
- (v) For pigs with an Average Live Weight of less than 20.0 kilograms:
  - (a) No charge

#### **DIVISION I – WEANLING, FEED AND MEDICATION PURCHASE**

2. Puratone agrees with the Producer:

- a) To deliver, or cause to be delivered, Batches to the Producer at the Facility at intervals of approximately 119 days, commencing with the first Batch on or about October 4, 2004.
- b) To provide a qualified service person to assist the Producer in its management program.
- c) To warrant the Weanling Pigs delivered in accordance with **Schedule “A”** to this Contract.
- d) Subject to timely payment therefor, to deliver or cause to be delivered complete feed and medications to the Producer in amounts and at times arranged between Puratone and the Producer.

3. The Producer agrees with Puratone:

- (a) To purchase and take delivery of three Batches every 51 weeks during the term of this Contract, at prices determined in accordance with the Pricing Formula, together with all necessary feed and medications necessary to raise them;
- (b) To permit Puratone’s authorized representative(s) to enter the Facility at any time within 48 hours following delivery of a Batch for the purpose of inspection and tagging in accordance with the Warranty;
- (c) To pay all weanling freight costs for each Batch, as arranged by Puratone;

- e) To pay for each Batch of weanlings and all feed and medications supplied at Puratone's then current prices and terms or the prices and terms of the Puratone affiliate making the supply, as the case may be;
- f) To pay all amounts owing to Puratone or its affiliates (including without restriction Winkler Feed Service), within the terms set forth in invoices therefor.

## **DIVISION II - HOG MARKETING**

### **GENERAL**

- 4. The Producer agrees to supply and deliver its total hog production produced from the barn location(s) noted above for sale through the Puratone Hog Marketing Program, according to the Booking Procedure as attached hereto and marked as **Schedule "B"**.
- 5. The Producer agrees to follow the Booking Procedure as may be in force from time to time. Any cancellations or re-scheduling by the Producer must be done by giving Puratone not less than one Business Day's written notice, which may be forwarded via fax to:

The Puratone Corporation  
295 Main Street  
Niverville, Manitoba R0A 1E0  
FAX (204) 388-6745

- 6. Puratone will specify point of delivery of the Producer's slaughter hogs upon execution of this contract and from time to time, in the event that point of delivery is altered.
- 7. In the event that the Producer will be unable to make delivery due to a Force Majeure Event then the Producer shall use its best efforts to notify Puratone of the Force Majeure Event immediately upon becoming aware of it.
- 8. Puratone shall not be obliged to accept delivery of the Producer's slaughter hogs in the event of a Force Majeure Event affecting Puratone, the processor to which the hogs are to be delivered, the transport of the hogs, or any person, government or institution necessary to the marketing of the slaughter hogs. Puratone undertakes to notify the Producer promptly of its inability to accept booking or delivery of the slaughter hogs by reason of a Force Majeure Event in order to avoid unnecessary transportation costs.

### **PRICING AND PAYMENT**

- 9. Slaughter hogs to be sold by Puratone will be marketed at the best advantage available to the Hog Marketing Program at the time of shipment. Payment to the Producer will be based on the established Puratone Selling Price.
- 10. Slaughter hogs will be graded and paid for according to the appropriate yield, grading grid and premium schedule in effect with the processor designated by Puratone at time of sale.
- 11. The benefit and/or the burden of all weight and or carcass quality premiums or discounts received from processors at the time of settlement of each shipment provided by the Producer will be passed on to the Producer. The Producer acknowledges and agrees that where a hog processor is unable to read tattoos, the



processor will employ a system to allocate animals as closely and equitably as possible to Puratone and/or to the Producer. The Producer and Puratone acknowledge and agree that such a system is necessary and agree that they will accept the allocations made by the Processor in accordance with this Agreement or any arrangement between Puratone and the Producer which depends or varies according to the specific characteristics of hogs managed, sold or marketed.

12. Payment to the Producer will be determined by subtracting from the settlement price summarized on the Hog Marketing Statement in respect of such shipment: (a) any deductions required by law (including without restriction GST where applicable) and all costs associated with the sale of the slaughter hogs such as but not limited to, freight costs, universal levy, USDA veterinary fees, customs broker fees, countervail or other duty, USDA pork assessment, stamp, sales, commodity or similar taxes, and foreign exchange; (b) the Hog Marketing Program administration charge of \$0.60 plus GST per marketed hog; and (c) any penalties incurred or losses suffered by Puratone in connection with any of the Producer's slaughter hogs marketed by Puratone which do not comply with quality assurance provisions; and (d) any amounts otherwise owing by the Producer to Puratone.
13. All classes of animals will be paid according to the receiving processor's settlement agreement and can be verified by supplying the Producer with copies of all returns.
14. Prices are FOB the point of delivery before applicable deductions.
15. Payment for slaughter hogs will be made in accordance to payment schedules established from time to time with the various processors and within a reasonable time following the receipt of settlement by Puratone.
16. All funds received from processors for disbursement to producers such as the Producer, will be held *In Trust* by Puratone until settlement is completed provided however that Puratone shall be entitled to deduct and retain from such funds any amounts owing by the Producer to Puratone.
17. While Puratone makes every effort to ensure that it deals with financially sound processors, Puratone shall not be liable to the Producer in respect of the payment for slaughter hogs marketed by it which are not paid for, in whole or in part, by the processor to which they were sold.

## SHIPMENT SPECIFICATIONS

18. The Producer warrants that slaughter hogs to be delivered by it under this Contract shall:
  - a) Be produced in compliance with the Good Production Practices as detailed in the Canadian Pork Council's Canadian Quality Assurance (CQA) program, notwithstanding the laws, regulations, by-laws, orders, rulings and ordinances in Canada which have application to the production of the hogs;
  - b) Be saleable and fit for the purpose for which they were intended;
  - c) Be raised, handled and loaded for transport in a humane and proper manner to reduce stress and bruising;
  - d) Not be fed, injected with, or otherwise have administered to them, any medication, treatment feed additive or other product used for the treatment of any diseases for growth promotion or for any other reasons, unless such products are registered with Agriculture and Agri-Food Canada

or other appropriate authority with jurisdiction in Manitoba, are approved for the use specified, and are administered according to the approved methods and approved dosages, including strict adherence to the required medication withdrawal period prior to marketing;

- e) Be delivered drug-free and that the Producer will be subject to penalties for violations under the provisions of the CQA Program as outline by The Canadian Pork Council;
- f) Be legibly and properly tattooed according to the receiving processor's requirements, using producer identity codes supplied by Puratone.

## **OTHER SPECIFICATIONS AND REQUIREMENTS**

19. Meat colour and PSE performance will be monitored. Puratone will notify the Producer from time to time if meat is off-colour or PSE exceeds facility norms. Repeated off-colour meat or excessive PSE may result in notice of termination as hereinafter provided.

20. The Producer is required to provide verification of CQA accreditation and to maintain CQA Program standards, ongoing accreditation and verification of same. The Producer will train its staff in proper procedures, including all reasonable steps to protect hogs from contamination. The Producer will inform its veterinarians of its obligations and require them to work with the Producer to meet such obligations.

21. The Producer will adhere to the recommended feed withdrawal program in accordance with the receiving processor's pre-slaughter management program and as notified by Puratone.

## **DIVISION III - TERMINATION**

22. This Contract may be terminated as follows:

- a) By Puratone at any time without notice in the event of any drug residue infraction as herein before provided or if the Producer breaches any other provision of this Contract;
- b) At any time by mutual written agreement of the Producer and Puratone,
- c) Upon either party serving a two (2) batch written notice for Producers, provided that:
  - (i) such notice must specify a "last delivery date" for marketing of the final Batch's slaughter hogs which will be the date of termination of this Contract.
  - (ii) no forward price contracts are outstanding beyond the date of termination, and
  - (iii) there are no other contracts or agreements between Puratone and the Producer with expiry or termination dates after the proposed termination date.
- d) By either party in respect of a Force Majeure Event as hereinafter provided;
- e) By Puratone at the option of Puratone, immediately upon notice, in the event of the death, bankruptcy, or insolvency of the Producer, or of the Producer ceasing or threatening to cease to carry on business.

23. Notwithstanding termination of this Contract, the provisions of this Contract requiring the Producer to pay any amount shall continue until such amounts have been fully paid and all such amounts shall become due and payable immediately upon the date of termination.
24. Notwithstanding anything to the contrary provided in this Contract, Puratone reserves the right from time to time to change any term of this Contract by providing the Producer six months written notice with respect to such change. Following any such written notice, the Producer may, at its option and within 60 days of the date of the written notice, provide Puratone six months written notice of termination, providing such notice specifies a "last delivery date" for marketing of the final Batch's slaughter hogs which will be the date of termination of this Contract. In the event that the Producer exercises its rights to terminate as aforesaid, the change to the Contract, which Puratone proposed, will not apply during the remaining term of this Contract. In the event the Producer fails to give notice of termination within the period provided, the change notified by Puratone will take effect at the conclusion of the six-month initial notice period.
25. Neither Puratone nor the Producer shall be responsible to the other for non-performance or delay in performance occasioned by a Force Majeure Event. The obligations of the party prevented from performing shall be suspended for the duration of the Force Majeure Event, provided that the other party shall be entitled to terminate this Contract in the event that the period of such Force Majeure lasts for more than three (3) months.

#### **DIVISION IV - GENERAL**

26. Neither party may disclose the terms and conditions of this Contract except to its professional advisors, for purposes of litigation hereunder, as may be required by law, or with the prior written consent of the other. This provision in no way limits or restricts in whole or in part the use of this Contract.
27. The Producer understands and agrees that in order for Puratone to perform its obligations to the Producer under this Contract and to other participants in the Hog Marketing Program, Puratone must make commitments to processors based upon anticipated deliveries pursuant to this Contract. The Producer understands that Puratone will be liable to the processors notwithstanding, by way of example, that the Producer's failure to meet its obligations may be due to the failure of the Producer to perform its obligations pursuant to this Contract. Accordingly, the Producer understands that the Producer shall be liable to Puratone and any other participants in the Hog Marketing Program for damages or losses said participants suffer or incur as a result of any attempted early termination, failure to deliver, or other breach of this Contract by the Producer which is not specifically excused or permitted by the terms of this Contract.
28. The waiver by Puratone of a breach of this Contract by the Producer on any one occasion shall not constitute or be deemed a waiver of any other breach.
29. In addition to any other remedies available to Puratone in the event of a breach of this Contract by the Producer, Puratone may set off claims against moneys held by Puratone for or on behalf of the Producer or payable to the Producer.
30. This Contract is not assignable by the Producer without the express written consent of Puratone.
31. This is the entire Contract between Puratone and the Producer with respect to the supply of weanlings and the marketing of finished hogs and supersedes all prior discussions and agreements/contracts.



32. Time is of the essence in this Contract.
33. Schedules A, B and C attached hereto form part of this Contract.
34. The Producer warrants that it has good and sufficient power, authority and right to enter into and deliver the Contract and to fully perform all of its obligations under this Contract and that its full legal name is correctly set out below.
35. This Contract shall be governed by the laws of Manitoba and the federal laws of Canada applicable therein.
36. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. If any part of this Contract shall be found void or unenforceable, the remainder of the Contract shall nevertheless continue in full force and effect. This Contract shall be governed by the laws of Manitoba.
37. This Contract commences as of the date of signing and continues until terminated under the Contract termination provisions.
38. It is understood that the relationship of the parties hereto with respect to the sale and purchase of weanlings and feed is one of vendor and purchaser only, and in respect of the Hog Marketing Program is one of agent and undisclosed principal. Nothing herein shall constitute the parties as, partners, or joint ventures.
39. Puratone makes no representations, warranties or guarantees of the profitability of this Contract to the Producer. Producer acknowledges and agrees that the breeding, raising, production and marketing of swine are speculative businesses and this Contract does not guarantee any profits to the Producer. Puratone recommends the Producer build up and maintain cash reserves during periods of strong market prices, which can be used to assist carrying them through batches of weak market prices.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed the day and year first above written.

**THE PURATONE CORPORATION**

PER \_\_\_\_\_

*DPS*

PER \_\_\_\_\_

*R*

**HERITAGE HOGS LIMITED**

PER \_\_\_\_\_

*Shedger*

PER \_\_\_\_\_

*R.*

## SCHEDULE "A"

The Puratone Corporation

Weanling Credit Policy

All weanlings received are warrantable for the first 48 hours following delivery.

Within 48 hours of receipt of each batch a Puratone Corporation serviceperson will inspect the batch and identify pigs with the following conditions and the noted warranty will be applied.

1) Conditions in which a full credit will be issued:

- a) Boars
- b) Ridglings (credit issued at the end of the batch)
- c) Large Belly / Scrotal Ruptures
- d) Prolapse
- e) Dead in 48 hours (natural causes)
- f) Pigs under 20 kgs.
- g) Rectal Stricture

2) Conditions in which the Producer will receive a credit or the pig will be tagged\*, subject to the discretion of the serviceperson:

- a) Small Belly/Scrotal Ruptures
- b) Deformed Pigs
- c) Late Castration
- d) Tail Bitten
- e) Unthrifty Pigs
- f) Injuries.

\*Tagged subject pigs have an extended warranty because of the difficulty in determining their survivability. If a tagged subject pig dies or needs to be euthanized during the batch, for the reason which it was tagged, a credit will be issued. If a tagged subject pig goes to market on a clean-out load as a light (less than 90kgs at the farm), the Producer will be credited the price of the weanling. The serviceperson must be notified as soon as possible of either of these occurrences and given the tag number of the subject pig.



## **SCHEDULE B**

### **THE PURATONE HOG MARKETING PROGRAM**

#### **BOOKING PROCEDURE**

Bookings will be accepted up to Wednesday, 5:00 PM for slaughter hog shipments the following week. You can confirm bookings by calling The Puratone Swine Division at (204) 388-4741 or direct to (204) 388-0013.

Producers will be requested to identify in as much detail as possible, the number and weight of hogs available for market. Updated market options and target weight ranges will be made available to barn managers as guidelines for shipping.

By 12:00 noon Friday confirmation of sale, reference number and, at Puratone's sole discretion, finalization of destination and transport provider will be provided.





# SCHEDULE C

## THE PURATONE CORPORATION HOG MARKETING PROGRAM

### HOG MARKETING STATEMENT

**Shipped By**

**Reference No:**

**Date Shipped**

**Processor**

**Date Killed**

**\$CDN/cKG (Base Price)**

**Reporting Date**

**Delivery Details**

**Head Shipped:**

Good

Boars/Ridglings

Sows

Condemned

Dead

Light

**Grading Index**

Live Weight (kg)

Dressed Weight (kg)

Carcass Yield

Average Weight (kg)

Average Index

Lean Yield

**Payment Details**

**Proceeds**

Gross Receipts

Carcass Premium

Contract Premium

**Total Proceeds**

**Deductions**

Manitoba Levy @\$0.85

Freight

Federal Levy

Administration @ \$0.60

Duty (if applicable)

**Total Deductions**

**GST on Deductions**

**Net Payment**

Pd by Cheque #

**Returns/Kg**

Net Pmt/Live Kg

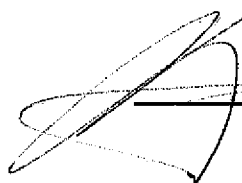
Net Pmt/Dressed Kg

The amount of any duty that may be shown on this invoice is estimated. It is agreed that you will pay any duty, increased duty, additional duties, penalties, or other charges imposed by law or regulation in connection with this shipment.



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**THIS IS EXHIBIT "10" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



---

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

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**HOG MARKETING CONTRACT  
& RISK MANAGEMENT AGREEMENT**

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**THIS CONTRACT** made this 12<sup>th</sup> day of January, 2010.

**BETWEEN:**

**THE PURATONE CORPORATION**  
(hereinafter called "Puratone")

**OF THE FIRST PART,**

-and-

**PARADIGM FARMS LTD.**  
Box 460  
Niverville, MB  
R0A 1E0  
(hereinafter called the "Producer").

**OF THE SECOND PART.**

WHEREAS the Producer has requested that Puratone sell to it gilts and the feed and medications necessary to raise weanlings to marketable weight;

AND WHEREAS the Producer desires to market its slaughter hogs through participation in the Hog Marketing Program, (a cooperative marketing program as hereinafter defined);

AND WHEREAS the Producer is aware that upon the Producer entering into the Hog Marketing Program, Puratone will enter into binding commitments for supply which will be dependent upon the Producer performing its obligations pursuant hereto;

NOW THEREFORE in consideration of the mutual covenants herein contained the Puratone and the Producer covenant and agree as follows:

I. Definitions. In this Contract, the following words or expressions have the following meanings:

"Booking Procedure" means the procedures and methods for arranging for the delivery of hogs outlined in **Schedule "A"** hereto, as amended from time to time by Puratone;

"Business Day" means a continuous 24 hour period commencing and ending on a day or days which is/are not a Saturday, Sunday or statutory holiday in Manitoba;

"CQA<sup>TM</sup> Program" means the Canadian Quality Assurance Program, which has been established by the Canadian Pork Council to provide the highest standards of food production.

“Feed” means the appropriate complete feed or supplement program sourced from and recommended by Puratone;

“Force Majeure Event” means a cause or causes beyond its control of a party including without limitation, act of God, fire, storm, labour relations disruption (including strike, lock-out, illegal work stoppages, slowdowns, boycotts or other labour disputes), any law, regulation or order of any government body or authority having jurisdiction over the party, act of war, insurrection, riot, or other civil disturbance caused by any third party (including freight embargoes, highway, railway or other delivery disruption), power failure, computer failure, mechanical breakdown or any other cause beyond its reasonable control, or beyond the control of any person directly or indirectly engaged by it.

“Hog” means a pig of marketable weight that was part of a Batch and which is sold by or on behalf of the Producer, including through the Puratone Hog Marketing Program;

“Hog Marketing Program” means the program established, managed and operated by Puratone for the marketing of slaughter hogs on its own behalf and on behalf of third-party hog producers (including the Producer), who enter into agreements with Puratone from time to time, which are the same or similar to this Contract;

“Hog Marketing Statement” means the statement in the form set out in **Schedule “B”** of this Contract;

“Market Price” means the four week average of the Puratone Selling Price ending on the last day of the week prior to scheduled weanling delivery, being a composite of the 100 index per 100 kilograms dressed of all prices received for hogs marketed through the Puratone Marketing Program.

“Person” means and includes individuals, corporations, partnerships, proprietorships, trusts, syndicates, joint ventures, associations, or any other entity by which a business or action may be carried out.

“Puratone Risk Management Program” means a practice by which one or a combination of Risk Management Tools may be utilized from time to time, including but not limited to forward selling of hogs, futures contracts, put options and call options, as set out in **Schedule “C”** of this Contract;

“Puratone Selling Price” in respect of any particular slaughter hogs delivered pursuant to this Contract means a price that is composite of all cash hog sales through the Hog Marketing Program for the week in which shipment has occurred as calculated by Puratone. In the event the Producer is involved in the Puratone Risk Management Program, as described in **Schedule “C”** attached hereto,

“Slaughter Hogs” means gilts and barrows within the market weight range, with said weight range being determined by the processor to which the slaughter hogs are being shipped.

## **DIVISION I - HOG MARKETING**

### **GENERAL**

1. The Producer agrees to supply and deliver its total hog production produced from the barn location(s) noted above for sale through the Puratone Hog Marketing Program, according to the Booking Procedure as attached hereto and marked as **Schedule “A”**.



2. The Producer agrees to follow the Booking Procedure as may be in force from time to time. Any cancellations or re-scheduling by the Producer must be done by giving Puratone not less than one Business Day's written notice, which may be forwarded via fax to:

The Puratone Corporation  
295 Main Street  
Niverville, Manitoba R0A 1E0  
FAX (204) 388-6745

3. Puratone will specify point of delivery of the Producer's slaughter hogs upon execution of this contract and from time to time, in the event that point of delivery is altered.
4. In the event that the Producer will be unable to make delivery due to a Force Majeure Event then the Producer shall use its best efforts to notify Puratone of the Force Majeure Event immediately upon becoming aware of it.
5. Puratone shall not be obliged to accept delivery of the Producer's slaughter hogs in the event of a Force Majeure Event affecting Puratone, the processor to which the hogs are to be delivered, the transport of the hogs, or any person, government or institution necessary to the marketing of the slaughter hogs. Puratone undertakes to notify the Producer promptly of its inability to accept booking or delivery of the slaughter hogs by reason of a Force Majeure Event in order to avoid unnecessary transportation costs.

#### **PRICING AND PAYMENT**

6. Slaughter hogs to be sold by Puratone will be marketed at the best advantage available to the Hog Marketing Program at the time of shipment. Payment to the Producer will be based on the established Puratone Selling Price.
7. Slaughter hogs will be graded and paid for according to the appropriate yield, grading grid and premium schedule in effect with the processor designated by Puratone at time of sale.
8. The benefit and/or the burden of all weight and or carcass quality premiums or discounts received from processors at the time of settlement of each shipment provided by the Producer will be passed on to the Producer. The Producer acknowledges and agrees that where a hog processor is unable to read tattoos, the processor will employ a system to allocate animals as closely and equitably as possible to Puratone and/or to the Producer. The Producer and Puratone acknowledge and agree that such a system is necessary and agree that they will accept the allocations made by the Processor in accordance with this Agreement or any arrangement between Puratone and the Producer which depends or varies according to the specific characteristics of hogs managed, sold or marketed.
9. Payment to the Producer will be determined by subtracting from the settlement price summarized on the Hog Marketing Statement in respect of such shipment: (a) any deductions required by law (including without restriction GST where applicable) and all costs associated with the sale of the slaughter hogs such as but not limited to, freight costs, universal levy, USDA veterinary fees, customs broker fees, countervail or other duty, USDA pork assessment, stamp, sales, commodity or similar taxes, and foreign exchange; (b) the Hog Marketing Program administration charge of \$0.60 plus GST per marketed hog; and (c) any penalties incurred or losses suffered by Puratone in connection with any of the Producer's slaughter hogs marketed by Puratone which do not comply with quality assurance provisions; and (d) any amounts otherwise owing by the Producer to Puratone.



10. All classes of animals will be paid according to the receiving processor's settlement agreement and can be verified by supplying the Producer with copies of all returns.
11. Prices are FOB the point of delivery before applicable deductions.
12. Payment for slaughter hogs will be made in accordance to payment schedules established from time to time with the various processors and within a reasonable time following the receipt of settlement by Puratone.
13. All funds received from processors for disbursement to producers such as the Producer, will be held *In Trust* by Puratone until settlement is completed provided however that Puratone shall be entitled to deduct and retain from such funds any amounts owing by the Producer to Puratone.
14. While Puratone makes every effort to ensure that it deals with financially sound processors, Puratone shall not be liable to the Producer in respect of the payment for slaughter hogs marketed by it which are not paid for, in whole or in part, by the processor to which they were sold.

#### SHIPMENT SPECIFICATIONS

15. The Producer warrants that slaughter hogs to be delivered by it under this Contract shall:
  - a) Be produced in compliance with the Good Production Practices as detailed in the Canadian Pork Council's Canadian Quality Assurance (CQA) program, notwithstanding the laws, regulations, by-laws, orders, rulings and ordinances in Canada which have application to the production of the hogs;
  - b) Be saleable and fit for the purpose for which they were intended;
  - c) Be raised, handled and loaded for transport in a humane and proper manner to reduce stress and bruising;
  - d) Not be fed, injected with, or otherwise have administered to them, any medication, treatment feed additive or other product used for the treatment of any diseases for growth promotion or for any other reasons, unless such products are registered with Agriculture and Agri-Food Canada or other appropriate authority with jurisdiction in Manitoba, are approved for the use specified, and are administered according to the approved methods and approved dosages, including strict adherence to the required medication withdrawal period prior to marketing;
  - e) Be delivered drug-free and that the Producer will be subject to penalties for violations under the provisions of the CQA Program as outline by The Canadian Pork Council;
  - f) Be legibly and properly tattooed according to the receiving processor's requirements, using producer identity codes supplied by Puratone.

## **OTHER SPECIFICATIONS AND REQUIREMENTS**

16. Meat colour and PSE performance will be monitored. Puratone will notify the Producer from time to time if meat is off-colour or PSE exceeds facility norms. Repeated off-colour meat or excessive PSE may result in notice of termination as hereinafter provided.
17. The Producer is required to provide verification of CQA accreditation and to maintain CQA Program standards, ongoing accreditation and verification of same. The Producer will train its staff in proper procedures, including all reasonable steps to protect hogs from contamination. The Producer will inform its veterinarians of its obligations and require them to work with the Producer to meet such obligations.
18. The Producer will adhere to the recommended feed withdrawal program in accordance with the receiving processor's pre-slaughter management program and as notified by Puratone.

## **DIVISION II - TERMINATION**

19. This Contract may be terminated as follows:

- a) By Puratone at any time without notice in the event of any drug residue infraction as herein before provided or if the Producer breaches any other provision of this Contract;
- b) At any time by mutual written agreement of the Producer and Puratone,
- c) Upon either party serving two (2) years written notice for Producers, provided that:
  - (i) such notice must specify a "last delivery date" for marketing of the final Batch's slaughter hogs which will be the date of termination of this Contract.
  - (ii) no forward price contracts are outstanding beyond the date of termination, and
  - (iii) there are no other contracts or agreements between Puratone and the Producer with expiry or termination dates after the proposed termination date.
- d) By either party in respect of a Force Majeure Event as hereinafter provided;
- e) By Puratone at the option of Puratone, immediately upon notice, in the event of the death, bankruptcy, or insolvency of the Producer, or of the Producer ceasing or threatening to cease to carry on business.

20. Notwithstanding termination of this Contract, the provisions of this Contract requiring the Producer to pay any amount shall continue until such amounts have been fully paid and all such amounts shall become due and payable immediately upon the date of termination.

21. Notwithstanding anything to the contrary provided in this Contract, Puratone reserves the right from time to time to change any term of this Contract by providing the Producer six months written notice with respect to such change. Following any such written notice, the Producer may, at its option and within 60 days of the date of the written notice, provide Puratone six months written notice of termination, providing such notice specifies a "last delivery date" for marketing of the final Batch's slaughter hogs which will be the date of termination of this Contract. In the event that the Producer exercises its rights to terminate as aforesaid, the change to the Contract, which Puratone proposed, will not apply during the



remaining term of this Contract. In the event the Producer fails to give notice of termination within the period provided, the change notified by Puratone will take effect at the conclusion of the six-month initial notice period.

22. Neither Puratone nor the Producer shall be responsible to the other for non-performance or delay in performance occasioned by a Force Majeure Event. The obligations of the party prevented from performing shall be suspended for the duration of the Force Majeure Event, provided that the other party shall be entitled to terminate this Contract in the event that the period of such Force Majeure lasts for more than three (3) months.

### **DIVISION III - GENERAL**

24. Neither party may disclose the terms and conditions of this Contract except to its professional advisors, for purposes of litigation hereunder, as may be required by law, or with the prior written consent of the other. This provision in no way limits or restricts in whole or in part the use of this Contract.
25. The Producer understands and agrees that in order for Puratone to perform its obligations to the Producer under this Contract and to other participants in the Hog Marketing Program, Puratone must make commitments to processors based upon anticipated deliveries pursuant to this Contract. The Producer understands that Puratone will be liable to the processors notwithstanding, by way of example, that the Producer's failure to meet its obligations may be due to the failure of the Producer to perform its obligations pursuant to this Contract. Accordingly, the Producer understands that the Producer shall be liable to Puratone and any other participants in the Hog Marketing Program for damages or losses said participants suffer or incur as a result of any attempted early termination, failure to deliver, or other breach of this Contract by the Producer which is not specifically excused or permitted by the terms of this Contract.
26. The waiver by Puratone of a breach of this Contract by the Producer on any one occasion shall not constitute or be deemed a waiver of any other breach.
27. In addition to any other remedies available to Puratone in the event of a breach of this Contract by the Producer, Puratone may set off claims against moneys held by Puratone for or on behalf of the Producer or payable to the Producer.
28. This Contract is not assignable by the Producer without the express written consent of Puratone.
29. This is the entire Contract between Puratone and the Producer with respect to the supply of weanlings and the marketing of finished hogs and supersedes all prior discussions and agreements/contracts.
30. Time is of the essence in this Contract.
31. Schedules A, B and C attached hereto form part of this Contract.
32. The Producer warrants that it has good and sufficient power, authority and right to enter into and deliver the Contract and to fully perform all of its obligations under this Contract and that its full legal name is correctly set out below.
33. This Contract shall be governed by the laws of Manitoba and the federal laws of Canada applicable therein.

34. This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. If any part of this Contract shall be found void or unenforceable, the remainder of the Contract shall nevertheless continue in full force and effect. This Contract shall be governed by the laws of Manitoba

35. This Contract commences as of the date of signing and continues until terminated under the Contract termination provisions.

36. It is understood that the relationship of the parties hereto with respect to the sale and purchase of weanlings and feed is one of vendor and purchaser only, and in respect of the Hog Marketing Program is one of agent and undisclosed principal. Nothing herein shall constitute the parties as, partners, or joint ventures.

37. Puratone makes no representations, warranties or guarantees of the profitability of this Contract to the Producer. Producer acknowledges and agrees that the breeding, raising, production and marketing of swine are speculative businesses and this Contract does not guarantee any profits to the Producer. Puratone recommends the Producer build up and maintain cash reserves during periods of strong market prices, which can be used to assist carrying them through batches of weak market prices.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed the day and year first above written.

**THE PURATONE CORPORATION**

PER \_\_\_\_\_

PER \_\_\_\_\_

**PARADIGM FARMS LTD.**

PER \_\_\_\_\_

PER \_\_\_\_\_

## **SCHEDULE A**

### **THE PURATONE HOG MARKETING PROGRAM**

#### **BOOKING PROCEDURE**

Bookings will be accepted up to Wednesday, 5:00 PM for slaughter hog shipments the following week. You can confirm bookings by calling The Puratone Swine Division at (204) 388-4741 or direct to (204) 388-0013.

Producers will be requested to identify in as much detail as possible, the number and weight of hogs available for market. Updated market options and target weight ranges will be made available to barn managers as guidelines for shipping.

By 12:00 noon Friday confirmation of sale, reference number and, at Puratone's sole discretion, finalization of destination and transport provider will be provided.



## SCHEDULE B

### THE PURATONE CORPORATION HOG MARKETING PROGRAM

#### HOG MARKETING STATEMENT

Shipped By

Reference No:

Date Shipped

Processor

Date Killed

\$CDN/cKG (Base Price)

Reporting Date

#### Delivery Details

##### Head Shipped:

Good

Boars/Ridglings

Sows

Condemned

Dead

Light

##### Grading Index

Live Weight (kg)

Dressed Weight (kg)

Carcass Yield

Average Weight (kg)

Average Index

Lean Yield

#### Payment Details

##### Proceeds

Gross Receipts

Carcass Premium

Contract Premium

##### Total Proceeds

##### Deductions

Manitoba Levy @\$0.85

Freight

Federal Levy

Administration @ \$0.60

Duty (if applicable)

##### Total Deductions

##### GST on Deductions

##### Net Payment

Pd by Cheque #

#### Returns/Kg

Net Pmt/Live Kg

Net Pmt/Dressed Kg

The amount of any duty that may be shown on this invoice is estimated. It is agreed that you will pay any duty, increased duty, additional duties, penalties, or other charges imposed by law or regulation in connection with this shipment.

## SCHEDULE C

### PURATONE RISK MANAGEMENT PROGRAM

The Puratone Risk Management Program includes, but is not limited to, the following:

- ❖ Forward Selling of Market Hogs
- ❖ Futures Contracts
- ❖ Put Options
- ❖ Call Options


(hereinafter referred to as the "Risk Management Tools")

Puratone will use Risk Management Tools, at their discretion, in order to obtain the best price available for market hogs priced through the Hog Marketing Program, including those of the Producer.

Puratone makes no guarantee of increased or decreased Puratone Selling Price due to the activities of the Risk Management Program.

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**THIS IS EXHIBIT "11" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



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

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## CND CULL SOW PURCHASE AND SALES AGREEMENT

This Agreement ("Agreement") is entered into as of this 1<sup>st</sup> day of December, 2011 by and between Parks Livestock of Canada, L.P., an Alberta Limited Partnership ("Purchaser"), and The Puratone Corporation, a Manitoba corporation ("Seller").

### WITNESSETH:

WHEREAS, Purchaser is engaged in the business of purchasing and selling swine that are not top quality market swine ("Culls") and desires to purchase Culls in sufficient quantities to achieve desired throughput and purchasing and sales efficiencies; and

WHEREAS, Seller is a major producer of swine and/or a major consultant for swine producers and desires to access a reliable market for its/their Culls on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions: The following words and terms used in the Agreement shall have the following meanings, unless otherwise clearly indicated in this Agreement:
  - a. "Alternate Index" - shall mean a replacement index or price reporting mechanism agreed by the parties: (i) to be more meaningful than an index or price reporting mechanism used in this Agreement, or (ii) as a replacement index or price reporting mechanism for an index or price reporting mechanism used in this Agreement which is eliminated or changed during the term of this Agreement.
  - b. "Culls" - shall mean collectively, all non-estrogen gilts, and sows owned/managed by Seller which are to be sold for slaughter.
  - c. "Cull Sow Price" - shall mean the per cwt. price to be paid by Purchaser to Seller for all Seller's sows and non-estrogen gilts to be purchased and sold under this Agreement, which price will be determined as of any sow and non-estrogen gilt purchase date and which price will be equal to: (i) the simple average of the prices quoted per cwt. for sows weighing 300-450 pounds, 450-500 pounds, 500-550 pounds, and 550 pounds and up in the current day's (which represents the prior day's actual prices) USDA daily U.S. Sow Slaughter pricing report (or Alternate Index) plus (ii) the Cull Sow Margin.
  - d. "Cull Sow Margin" - shall mean a per cwt. amount equal to: (i) the average prices actually received by Seller per cwt., less Marketing Expenses, for Cull sows and Cull non-estrogen gilts marketed during the Measurement Period, minus (ii) the simple average of the USDA-posted daily U.S. Sow Slaughter report paid per cwt. for sows in the 300-450 pound, 450-500 pound, 500-550 pound, and the 550 pounds and up weight categories (or Alternate Index) on the Seller's Cull sows and Cull non-estrogen gilts sale date(s) during the Measurement Period.
  - e. "Freight Adjustment" - shall mean an adjustment to the Cull Sow Price based on a review of freight costs during the current review period as compared to fiscal year 2004.
  - f. "Marketing Expenses" - shall mean the differential in trucking, shrink, yardage, commission and miscellaneous expenses paid.
  - g. "Measurement Period" - shall mean the period beginning May 1, 1999 and ending on October 31, 1999.
  - h. "Parks Buying Station" - shall mean the cull buying station operated by Purchaser located in Blumenort, Manitoba.

- i. "Tariff" – shall mean any monetary duty(s) imposed by a State, Provincial, or Federal Government, upon swine shipped for export slaughter from Canada into the United States of America that would have a negative effect upon the net value to final export destination when compared to the net value to final export destination prior to any duty(s) being imposed.
  - j. "USDA" - shall mean the United States Department of Agriculture.
2. Purchasing: During the term of this Agreement Purchaser shall purchase from Seller and Seller shall sell to Purchaser all of Seller's Culls in accordance with the terms and conditions contained in this Agreement.
3. Scheduling: Seller and Purchaser shall use their best efforts to coordinate the scheduling of all Seller Cull deliveries, purchases and sales to maximize the efficiency of Seller's transportation methods and the Parks Buying Station.
4. Pricing: Purchaser agrees to pay to Seller for its Culls the applicable Cull Sow Price during the term of this Agreement. Seller and Purchaser agree to mutually determine and agree upon the applicable Cull Sow Margin and to reflect such Margin for the term of this Agreement on Schedule "A" attached to and made part of this Agreement. Notwithstanding any other provision herein, the Cull Sow Margin shall be reasonably discounted to reflect a loss of value due to damage to the health of the Culls prior to delivery to the Parks Buying Station caused by events outside of the ordinary course of Seller's business (including, but not limited to fire, or other casualty, ventilation failure or severe transportation problems). If Purchaser asserts that such a discount should be applied to any Culls, Purchaser shall provide Seller with documentation evidencing the decrease in value to final markets to the reasonable satisfaction of Seller. Notwithstanding any other provision herein, the parties agree that all Margins determined under this Agreement are based on the historical Cull selection and marketing practices employed by Seller during the Measurement Period. The parties agree to revise the Margins in the event Seller changes such selection and marketing practices during the term of this Agreement. The parties agree to review Seller's animal mix and value on a semi-annual basis, and to mutually agree to revise the Margins in the event Seller changes its selection and marketing practices during the term of this Agreement. Notwithstanding any other provision herein, the parties agree that all Margins determined under this Agreement are based upon the trade relationships and regulations of the Canadian and United States governments in existence on the date of this Agreement, including but not limited to, the Tariff-free export of slaughter swine from Canada into the United States of America. If a change(s) in such relationships and/or regulations adversely impacts Purchaser's re-sale opportunities and/or profits and if at any time a Tariff, product labeling (including the Country of Origin Labeling requirements which are currently being contemplated by the United States), or any other restrictions imposed by the government of Canada or the United States became applicable to such exported swine, the applicable Cull Sow Margin shall be discounted to reflect the loss of value. If, however, a Tariff is imposed which results in a discount as contemplated in the preceding sentence, and such Tariff is later ruled in whole or in part to be unfounded, and as a result thereof funds are rebated or reimbursed to Purchaser, Purchaser shall use its best reasonable efforts to make an appropriate rebate or reimbursement of such funds to all sellers of cull swine to Purchaser affected by such Tariff, including to Seller for Culls sold under this Agreement.
5. Notwithstanding any other provision herein, the Cull Sow Price shall reflect an initial Freight Adjustment to the Cull Sow Price of -\$2.83 per cwt. The parties agree to re-evaluate freight costs on an annual basis in the manner set forth on the spreadsheets attached to this Agreement noted as Schedule B and incorporated herein by this reference. In accordance with each annual review, Purchaser and Seller will amend the Freight Adjustment so that in any period, the Freight Adjustment could reflect an amount greater than or less than the initial -\$2.83 per cwt.



6. Profit Participation: In addition to the price payable by Purchaser to Seller pursuant to paragraph 4 of this Agreement, Purchaser agrees to pay to Seller on a quarterly basis fifty percent (50%) of the net profit per cwt. ("Resale Profit") realized by Purchaser on its resale of Culls purchased by Purchaser from Seller under this Agreement. Purchaser's total net profit for this purpose shall be determined in accordance with generally accepted accounting principles. Purchaser's determination of the Resale Profit shall be binding on the parties to this Agreement unless it can be conclusively shown that in determining same, Purchaser violated a material provision of this Agreement, was acting in an unreasonable manner, or was acting in bad faith. Any challenge of the Resale Profit determined by Purchaser hereunder must be in writing and must be delivered to Seller no later than thirty (30) days after Purchaser has provided Seller with reasonable quarterly accounting information and advised Seller of the Resale Profit for the quarter in question in which event Seller may appoint a certified public accountant to audit the determination of Purchaser's net profit during such period. Should Purchaser's net profit during such period be understated by 10% or more, the cost of such audit shall be paid for by the Purchaser. Otherwise the cost of such audit shall be borne by Seller. Payment of Resale Profit shall be made by Purchaser to Seller no later than thirty (30) days after the completion of the quarter with respect to which such payment is made.
7. Weighing Conditions: All shipments will be weighed at state-inspected scales maintained by Purchaser at the Parks Buying Station. A copy of all scale tickets will be provided to Seller.
8. Method and Time of Payment: Purchaser shall make prompt payment to Seller in accordance with regulatory requirements.
9. Transportation of Cull Hogs: Seller shall provide transportation of Seller's Culls at Seller's expense to the Parks Buying Station.
10. Confidentiality: The parties agree to keep confidential the terms of this Agreement. Seller further agrees to: (a) keep confidential any financial information provided by Purchaser or obtained by Seller under paragraph 5 of this Agreement and agrees not to disclose the same without the prior written consent of Purchaser; (b) utilize said financial information solely in connection with the relationship between Seller and Purchaser under this Agreement and not for any business or purpose which is competitive with Purchaser; (c) treat, and to cause the Seller's officers, directors, managers, members, agents, employees and representatives to treat, all such financial information as confidential and proprietary sensitive business information, and as trade secrets of Purchaser.
11. Force Majeure: Either party to this Agreement shall be relieved of its responsibilities and obligations hereunder during any period of time when performance becomes commercially impossible because of reasons beyond its control such as but not limited to fire, explosion, strike, accident, final governmental regulations or intervention, and acts of God. Market conditions are specifically excluded from this provision. Each party agrees to prudently expedite repairs and/or other corrections resulting from the Force Majeure so as to minimize the "down-time" caused by the Force Majeure. Upon the expiration of the time that performance is commercially impossible, the responsibilities and obligations of the parties shall resume again with full force and effect.
12. Breach and Remedies: If Seller or Purchaser shall fail to materially perform under this Agreement or if any representation or warranty given by either of them in connection herewith proves to be materially false or misleading, the nonbreaching party shall give the breaching party written notice thereof and if the breaching party has not cured such breach within thirty (30) days of the date of such notice the nonbreaching party shall have the right to pursue any and all remedies it may have at law or equity, including, but not limited to, the right to terminate of this Agreement by giving written notice thereof to the breaching party. The election of one remedy shall not foreclose the use of another remedy by the nonbreaching party and the remedies shall be considered cumulative and not exclusive.

13. Term: The initial term of this Agreement shall be for three (3) years and become effective November, 2011. Upon expiration of the initial three (3) year term, this Agreement shall continue in full force and effect until either party elects to terminate this Agreement by giving six (6) months advance written notice.
14. Assignment: This Agreement may not be assigned by either party without prior written consent of the other party.
15. Applicable Law: This Agreement shall be construed in accordance with and governed by the laws of the Province of Manitoba and the laws of Canada applicable therein.
16. Notices: All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

<u>If to Purchaser:</u> Parks Livestock of Canada, L.P. SE-32-7-6E PO Box 183 Blumenort, MB R0A 0C0 Attn: Conrad Reimer	<u>With copy to:</u> L.L. Parks Livestock, Inc 554 Hayes Chapel Rd Rose Hill, NC 28458 Attn: Lawrence Parks	<u>If to Seller:</u> The Puratone Corporation Box 460 Niverville, MB R0A 1E0 Attn: Ray Hildebrand
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17. Entire Agreement/Modification: This Agreement constitutes the entire agreement between the parties and can be modified only in writing signed by all parties hereto. Upon the effective date of this Agreement, this Agreement shall fully supersede any prior agreement(s) of the parties, written or oral, as to the subject matter hereof.
18. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A fax or other copy of this Agreement shall be treated as an original for all purposes.
19. Headings: The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.
20. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto, all of whom, regardless of the number of intervening transfers, shall be bound in the same manner as the parties hereto.
21. Taxes: Seller shall be solely liable for all taxes on any fees or other moneys paid to it by Purchaser hereunder.
22. Relationship of Parties. Nothing herein contained shall be construed to create an agency, partnership or employment relationship between Purchaser and Seller. Seller and Purchaser have each individually entered into this Agreement as independent contractors.
23. Waiver: Failure to insist upon strict compliance with any term, covenant, or condition of this Agreement shall not be deemed a waiver to it. Moreover, no waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of it at any other time.
24. Severability: The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

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

PURCHASER:

  
By: \_\_\_\_\_  
Lawrence Parks, Managing Member

SELLER:

  
By: \_\_\_\_\_  
Ray Hildebrand

Schedule "A"

Cull Category	Measurement Period Cull Margin	Current Quality Adjustment to Cull Margin cwt	Freight Adjustment cwt
Sows and non-estrogen gilts	-\$11.16	-\$1.61	- \$2.83 USD

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

PURCHASER:

SELLER:

By:   
Lawrence Parks, Managing Member

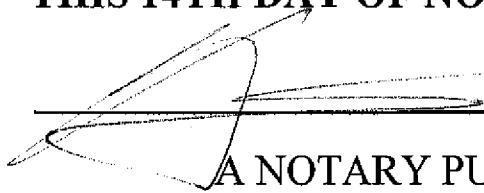
By:   
Ray Hildebrand

Schedule "B"

Vendorgroup	Date Range	Period	Avg SSR	Percent Discount	Calc Base	Calc Cwt Discount	Quality Adj	Frt Adj	Net CWT Discnt	2011 Volume	Wtd CWT Discnt
Puratone	1/1/06 - 12/31/10	5 Years	\$41.35	72.73%	\$ 30.07	(11.28)	(1.61)	(2.83)	(15.72)	79.40%	(12.48)
K-Line	1/1/06 - 12/31/10	5 Years	\$41.35	74.09%	\$ 30.63	(10.71)	(1.61)	(2.83)	(15.15)	20.60%	(3.12)
<b>Wtd. Puratone Based on Weight</b>						<b>(11.16)</b>	<b>(1.61)</b>	<b>(2.83)</b>			<b>(15.60)</b>

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**THIS IS EXHIBIT "12" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**

  
\_\_\_\_\_  
A NOTARY PUBLIC  
in and for the Province of Manitoba

---



**THIS AGREEMENT** made this 15th day of August, 2010

**BETWEEN:**

**THE PURATONE CORPORATION**  
*(hereinafter called "The Company")*

**OF THE FIRST PART**

- and -

**BOND HOG VENTURES LTD.**  
*(hereinafter called "The Producer")*

**OF THE SECOND PART**

Whereas the Producer desires to have The Puratone Corporation provide management and administrative services related to the farming operation carried on at W1/2 of NE 1/4 30-16-3E in the RM of Rockwood, the Company and the Producer covenant and agree as follows:

**A. THE COMPANY AGREES:**

To provide the following services as described:

**1. OPERATIONAL MANAGEMENT**

This function provides the link between all Puratone affiliates in order to ensure all expertise acquired by Puratone is implemented in the corporate farm. In addition, common services utilized by all farms are negotiated as a whole in order to benefit from the resultant large volume buying power. Functions where Puratone must maintain some degree of corporate control for the good of the larger system (such as manure disposal) are also included here and cannot be compromised.

**2. ADMINISTRATION**

This function provides all services related to the legal and contractual relations of the corporation. This function also provides for the securing of adequate insurance coverage, clerical support for the Board of Directors of the corporation and all secretarial work performed.

**3. ASSET MANAGEMENT**

This function maintains the capital assets of the corporation and assists in the decision

making and acquisition process. This ensures that all production facilities are consistent and benefit from each other's experience.

#### 4. FINANCIAL STATEMENTS

This function provides quarterly and annual financial statements for the corporation, required to meet banking and legal requirements as well as to provide necessary management information.

#### 5. TRANSPORT SCHEDULING

This function handles all logistics of matching supply and demand required for the efficient transport of piglets, weanlings and market feeders.

#### 6. MANAGEMENT

This function oversees all corporate farms, with emphasis on labour management, including staff recruitment, training and ongoing supervision.

#### 7. HERD PERFORMANCE RECORDS

This function provides information to technical staff who in turn analyze the information to ensure appropriate response to problems, through introduction of procedural change, and recommendations to increase efficiency and cost effective operation of the corporate farm.

#### 8. ACCOUNTS RECEIVABLE

This function provides for the collection of all revenues. All shipments are matched with receipts to ensure all marketing's are received.

#### 9. ACCOUNTS PAYABLE

This function ensures all expenses are authorized and legitimate, and disburses payments to maximize cash flow and the associated costs.

#### 10. FINANCIAL MANAGEMENT

This function provides all financial analysis and banking relations for the corporation in addition to cash management.

#### 11. COMPUTER SYSTEMS

This function maintains/develops all computer systems required to support the information systems used in the corporation.



**B. THE PRODUCER AGREES:**

1. To provide the Company with management financial and stocking information, in such form as prescribed by the Company, and at intervals as prescribed by the Company as they relate to carrying out the services as described in Section A of this Agreement.

**C. THE COMPANY AND PRODUCER MUTUALLY AGREE:**

1. Termination

That this Agreement shall commence on the date and year first written above and shall continue in force until such time as terminated by the following:

i) At any time that any shareholder of the Producer, or outside party as approved by the Company and Producer, has purchased The Puratone Corporation's shareholdings in the Producer.

ii) If the Producer is a limited corporation, this Agreement shall cease to be effective upon the bankruptcy of the Producer, a receivership seizing all the assets of the Producer, or the cessation of hog business by such corporation. If the Producer is an individual, this Agreement shall cease to be effective upon the death of the Producer, permanent full time disability of the Producer, bankruptcy of the Producer, or cessation of hog business by the Producer.

2. Payment for Services

i) That the Company will invoice the Producer, by applying the established rate on a per marketed head formula and invoicing the Producer on a monthly basis for the number of head marketed during the month. The established rate(s) at July 22, 2010 are as follows:

Finisher Pigs	\$3.00 per head marketed
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ii) That the Company will notify the Producer of any change to the established rate 30 days prior to the new rate being applied.

ii) That the Producer shall have the right to inspect all information used to calculate payment, at the Head Office of the Company, should a dispute in the calculation arise. Such inspections are to be completed by the Producer within two months of the Producer notifying the Company in writing of such a dispute.

3. Confidentiality

Neither party may make the terms and conditions of this Agreement public except with the prior written consent of the other. This provision in no way limits or restricts the use in whole or in part of this Agreement.

4. Non Assignability

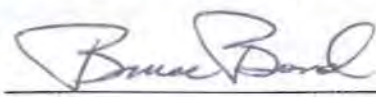
This Agreement is not assignable either by the Company or the Producer.

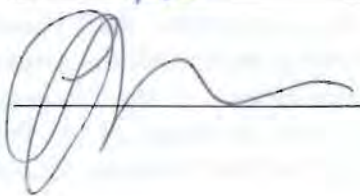
IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE PROPERLY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN:

**THE PURATONE CORPORATION**

**BOND HOG VENTURES LTD.**

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

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**THIS IS EXHIBIT "13" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**

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

---

**THIS AGREEMENT** made this 12<sup>th</sup> day of March, 2010

**BETWEEN:**

**THE PURATONE CORPORATION**  
*(hereinafter called "The Company")*

OF THE FIRST PART

- and -

**HERITAGE HOGS LTD.**  
*(hereinafter called "The Producer")*

OF THE SECOND PART

Whereas the Producer desires to have The Puratone Corporation provide management and administrative services related to the farming operation carried on at NW /4 35-7-4 in the RM of Hanover, the Company and the Producer covenant and agree as follows:

**A. THE COMPANY AGREES:**

To provide the following services as described:

1. OPERATIONAL MANAGEMENT

This function provides the link between all Puratone affiliates in order to ensure all expertise acquired by Puratone is implemented in the corporate farm. In addition, common services utilized by all farms are negotiated as a whole in order to benefit from the resultant large volume buying power. Functions where Puratone must maintain some degree of corporate control for the good of the larger system (such as manure disposal) are also included here and cannot be compromised.

2. ADMINISTRATION

This function provides all services related to the legal and contractual relations of the corporation. This function also provides for the securing of adequate insurance coverage, clerical support for the Board of Directors of the corporation and all secretarial work performed.

3. ASSET MANAGEMENT

This function maintains the capital assets of the corporation and assists in the decision making and acquisition process. This ensures that all production facilities are consistent and benefit from each other's experience.



#### 4. FINANCIAL STATEMENTS

This function provides quarterly and annual financial statements for the corporation, required to meet banking and legal requirements as well as to provide necessary management information.

#### 5. TRANSPORT SCHEDULING

This function handles all logistics of matching supply and demand required for the efficient transport of piglets, weanlings and market feeders.

#### 6. MANAGEMENT

This function oversees all corporate farms, with emphasis on labour management, including staff recruitment, training and ongoing supervision.

#### 7. HERD PERFORMANCE RECORDS

This function provides information to technical staff who in turn analyze the information to ensure appropriate response to problems, through introduction of procedural change, and recommendations to increase efficiency and cost effective operation of the corporate farm.

#### 8. ACCOUNTS RECEIVABLE

This function provides for the collection of all revenues. All shipments are matched with receipts to ensure all marketing's are received.

#### 9. ACCOUNTS PAYABLE

This function ensures all expenses are authorized and legitimate, and disburses payments to maximize cash flow and the associated costs.

#### 10. FINANCIAL MANAGEMENT

This function provides all financial analysis and banking relations for the corporation in addition to cash management.

#### 11. COMPUTER SYSTEMS

This function maintains/develops all computer systems required to support the information systems used in the corporation.

**B. THE PRODUCER AGREES:**

1. To provide the Company with management financial and stocking information, in such form as prescribed by the Company, and at intervals as prescribed by the Company as they relate to carrying out the services as described in Section A of this Agreement.

**C. THE COMPANY AND PRODUCER MUTUALLY AGREE:**

1. Termination

That this Agreement shall commence on the date and year first written above and shall continue in force until such time as terminated by the following:

i) At any time that any shareholder of the Producer, or outside party as approved by the Company and Producer, has purchased The Puratone Corporation's shareholdings in the Producer.

ii) If the Producer is a limited corporation, this Agreement shall cease to be effective upon the bankruptcy of the Producer, a receivership seizing all the assets of the Producer, or the cessation of hog business by such corporation. If the Producer is an individual, this Agreement shall cease to be effective upon the death of the Producer, permanent full time disability of the Producer, bankruptcy of the Producer, or cessation of hog business by the Producer.

2. Payment for Services

i) That the Company will invoice the Producer, by applying the established rate on a per marketed head formula and invoicing the Producer on a monthly basis for the number of head marketed during the month. The established rate(s) at March 12, 2010 are as follows:

Feeder Pigs	\$3.00 per head marketed
-------------	--------------------------

ii) That the Company will propose any changes to the established rate at a duly constituted Shareholders meeting and no changes will take effect without the approval of the majority of Shareholders.

ii) That the Producer shall have the right to inspect all information used to calculate payment, at the Head Office of the Company, should a dispute in the calculation arise. Such inspections are to be completed by the Producer within two months of the Producer notifying the Company in writing of such a dispute.

3. Confidentiality



Neither party may make the terms and conditions of this Agreement public except with the prior written consent of the other. This provision in no way limits or restricts the use in whole or in part of this Agreement.

4. Non Assignability

This Agreement is not assignable either by the Company or the Producer.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE PROPERLY EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN:

**THE PURATONE CORPORATION**

**HERITAGE HOGS LTD.**

Per: \_\_\_\_\_

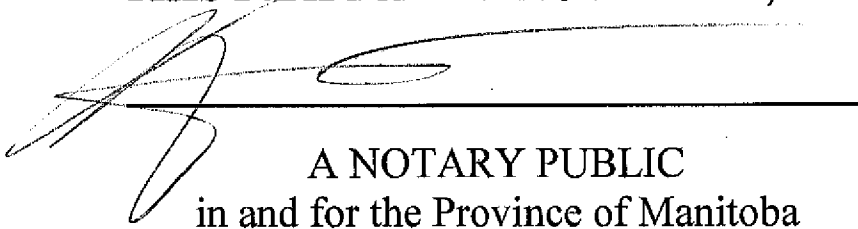
Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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**THIS IS EXHIBIT "14" REFERRED TO IN THE  
AFFIDAVIT OF LARRY SVEINBJORN JOHNSON  
SWORN BEFORE ME AT THE CITY OF WINNIPEG  
IN THE PROVINCE OF MANITOBA  
THIS 14TH DAY OF NOVEMBER, 2012**



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

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**PARADIGM FARMS LTD.**

**Subordinated Debenture**

**Principal Amount: \$ 147500**

**Issued to: The Puratone Corporation**

**THIS DEBENTURE** is made as of the 22 day of June, 2012.

**ARTICLE I**  
**INTERPRETATION**

**1.01**            **Definitions**

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings, namely:

- (a) "Agent" means the agent appointed to act for and on behalf of the Subscribers, including the Holder, in connection with this Debenture, as set out in Article V hereof, and as of the date of this Debenture shall mean The Puratone Corporation;
- (b) "Business Day" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are closed in Winnipeg, Manitoba;
- (c) "Collateral" shall have the meaning ascribed thereto in Section 4.02 hereof;
- (d) "Common Shares" means common voting shares of the Corporation;
- (e) "Corporation" means Paradigm Farms Ltd., a corporation incorporated under the laws of Province of Manitoba, and its successors and assigns;
- (f) "Date of Closing" means the date of closing for the issuance of this Debenture, which date shall be June 22, 2012;
- (g) "Debenture", "this Debenture", "herein", "hereby", "hereof", "hereto", "hereunder" and similar expressions mean or refer to this Debenture and any debenture, deed or instrument supplemental or ancillary thereto and any schedules hereto or thereto and not to any particular article, section, subsection, clause, subclause or other portion hereof;
- (h) "Debt Offering" means the debt offering by the Corporation to the Subscribers, including the Holder, by way of private placement of debt units closing as at the Date of Closing, each such unit consisting of a subordinated debenture, including this Debenture, and a common voting share purchase warrant;
- (i) "Event of Default" means any of the events specified in Section 7.01 hereof;
- (j) "Holder" means the person to whom this Debenture is issued, as set out above;
- (k) "Interest" means interest calculated on the Principal Amount annually, not in advance, at the Interest Rate;
- (l) "Interest Rate" means a variable rate of interest at the Prime Rate plus 2.25% per annum;
- (m) "Maturity Date" means the date which is three years from the Date of Closing;

- (n) "Obligations" means the obligations, indebtedness and liabilities of the Corporation from time to time pursuant to this Debenture, including without limit, the Interest accrued thereon;
- (o) "person" means an individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator, or other legal representative, or any group or combination thereof;
- (p) "Prime Rate" means the posted prime lending rate of interest charged the National Bank of Canada to its commercial customers from time to time;
- (q) "Principal Amount" means the amount specified on the face page hereof;
- (r) "Senior Security" means all indebtedness owing to and all existing security interests, charges or encumbrances of whatever nature and kind, granted by the Corporation to National Bank of Canada and Manitoba Agricultural Services Corporation and any extensions, renewals, replacements or refunding thereof; and
- (s) "Subscribers" means, collectively, all of the subscribers for debt units pursuant to the Debt Offering, including the Holder.

**1.02 Numbering of Articles**

Unless otherwise stated, a reference herein to a numbered or lettered article, section, subsection, clause, subclause or schedule refers to the article, section, subsection, clause, subclause or schedule bearing that number or letter in this Debenture.

**1.03 Day Not a Business Day**

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a Business Day. If the payment of any amount is deferred for any period, then such period shall be included for purposes of the computation of any interest payable hereunder.

**1.04 Computation of Time Period**

Except to the extent otherwise provided herein, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

**1.05 Currency**

All references to currency herein shall be to lawful money of Canada.

**ARTICLE II  
PROMISE TO PAY**

**2.01 Indebtedness**

The Corporation, for value received, and in consideration of the premises herein contained, hereby acknowledges itself indebted to the Holder and promises and covenants with the Holder to pay to the Holder from time to time, and to perform, all its Obligations, on the terms and conditions set forth herein.

**2.02**            **Principal Repayment**

The Corporation shall repay to the Holder the full aggregate sum of the Principal Amount outstanding on the Maturity Date. The Corporation shall not be obligated, nor shall the Holder be entitled to require the Corporation, to repay the Principal Amount in whole or in part prior to the Maturity Date except in the exercise by the Holder of its rights and remedies in an Event of Default in accordance with Article VII of this Debenture.

**2.03**            **Payment of Interest**

Interest shall be calculated and payable annually by the Corporation on the Principal Amount outstanding from time to time at the Interest Rate, payable each anniversary date hereof up to and including the Maturity Date.

**2.04**            **Maturity**

This Debenture shall be for a term of three (3) years from the Date of Closing, and unless redeemed or prepaid prior thereto, the Principal Amount shall be due and payable in full as at the Maturity Date.

**2.05**            **Payment in Full**

Upon the payment of all indebtedness advanced by the Holder as Principal hereunder, together with all Interest accruing and owed thereon, this Debenture and all security interests granted hereunder shall be discharged at the request of the Corporation.

**ARTICLE III**  
**REDEMPTION OR PREPAYMENT OF DEBENTURE**

**3.01**            **Redemption or Prepayment**

This Debenture may be redeemed or prepaid in whole or in part at any time without penalty or bonus at the option of the Corporation. Upon thirty (30) days prior written notice, the Corporation may redeem or prepay all or a portion of the Principal Amount then outstanding, provided that any redemption or prepayment amount so paid shall be applied firstly to the repayment of any outstanding Interest which has accrued but is unpaid as of the date of redemption.

**ARTICLE IV**  
**SECURITY**

**4.01**            **Obligations Secured**

This Debenture and the mortgages, charges and security interests created hereby shall operate as a continuing security for payment of all moneys actually advanced or credited from time to time by the Holder to the Corporation, present or future, direct or indirect, absolute or contingent, matured or not, at any time and from time to time owing or remaining unpaid, and for payment of all other indebtedness and liability of the Corporation to the Holder, whether presently existing or hereafter incurred, and whether direct or indirect or absolute or contingent, including all interest, fees, costs and other charges and expenses as provided herein and shall operate as security as aforesaid for the Holder notwithstanding that the Corporation may from time to time make payments to the Holder and reduce or retire its indebtedness

and liability and this Debenture shall be and remain valid security for any and all subsequent advances or re-advances by the Holder.

#### **4.02            Security**

As security for payment of the Principal Amount and Interest and all other moneys and liabilities and advances from time to time hereby secured and for the due performance of the Obligations and covenants of the Corporation herein contained:

(a) the Corporation (subject to the exceptions as to leaseholds hereinafter contained) hereby grants a security interest in, and hereby grants, bargains, sells, conveys, transfers, mortgages and charges as and by way of a fixed and specific mortgage and charge, to and in favour of the Holder in, all real property (including leasehold lands) now or hereafter owned or acquired by the Corporation or in which it has an interest, and including all buildings, erections, improvements, fixtures, machinery and equipment situate thereon (whether the same form part of the real property or not), and including any interest in, benefit or right with respect to real property and all proceeds of the foregoing;

(b) the Corporation hereby grants a security interest in, and hereby grants, bargains, sells, conveys, transfers, mortgages and charges as and by way of a fixed and specific security interest, mortgage and charge to and in favour of the Holder in, all personal property and assets, tangible or intangible, of whatsoever nature and kind, now owned or hereafter acquired by the Corporation and all proceeds of the foregoing;

(c) the Corporation hereby grants to and in favour of the Holder a continuing security interest in, and hereby grants, mortgages and charges as and by way of a fixed and specific security interest, mortgage and charge to and in favour of the Holder in, its undertaking and all its business, property and assets, real and personal, movable or immovable, tangible or intangible, of whatsoever nature and kind, both present and future (subject to the exceptions as to leaseholds hereinafter contained) and including its goodwill and all proceeds of the foregoing; provided such security interest, mortgage and charge shall in no way hinder or prevent the Corporation until the security hereby constituted shall have become enforceable, from selling, disposing of or otherwise dealing with any and all of the subject matter of such security interest, mortgage and charge in the ordinary course of business and for the purpose of carrying on and extending such business, provided that any such action is not in breach of any express provision of this Debenture and the Corporation hereby covenants that it will not take any such action which is in breach of any express provision of this Debenture,

(collectively, the "Collateral") to have and to hold the Collateral unto the Holder, its successors and assigns, forever but subject to the terms and conditions herein set forth.

#### **4.03            Obligations Secured**

The last day of any term reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Corporation, and whether falling within the general or particular description of the Collateral hereunder, is hereby and shall be excepted out of the mortgages, charges and security interests hereby created, but the Corporation shall stand possessed of the reversion of such last day remaining in the Corporation in respect of any such terms, for the time being demised, as aforesaid upon trust to assign and dispose of the same as the Holder or any purchaser of such term shall direct. Should the Corporation be prohibited, without consent of another person, from assigning or sub-leasing any leasehold interest which is purported to be affected by any mortgage, charge or security interest hereunder, such leasehold interest shall not be so affected unless and until that other person has given its consent to such leasehold interest being affected by such mortgage, charge or security interest.

#### **4.04**            **Scope**

To the extent that the granting of the security interests, mortgages and charges herein contemplated in the Collateral would constitute a breach of or permit acceleration under any agreement, right, obligation, franchise, license or permit to which the Corporation is a party, the security interest, mortgage and charge herein shall not attach to such of the Collateral which would otherwise cause such breach or acceleration, but the Corporation shall hold the Corporation's interest in that Collateral in trust for the Holder, and shall assign such agreement, right, obligation, franchise, license or permit to the Holder or as directed by the Holder forthwith upon obtaining the consent of the other party thereto. The security interests, mortgages and charges granted hereby shall not extend to any agreement, right, obligation, franchise, license or permit to which the Corporation is a party or of which the Corporation has the benefit, to the extent that the creation of a security interest, mortgage or charge therein would constitute a breach of the terms of or permit any person to terminate the agreement, right, obligation, franchise, license or permit, but the Corporation shall hold its interest therein in trust for the Holder and shall assign all rights therein to the Holder forthwith upon obtaining the consent of the other party thereto. The Corporation agrees that it shall, upon the request of the Holder, use all reasonable efforts to obtain any consent required to permit any agreement, right, obligation, franchise, license or permit to be subjected to the security interests, mortgages and charges hereby created.

#### **4.05**            **Ordinary Course Dealings**

Until the security constituted hereby shall have become enforceable the Corporation shall be permitted to possess, manage, develop, operate and enjoy the Collateral in the ordinary course of its business and for the purpose of carrying on such business and to take and use any income, rents, issues and profits thereof, all to the extent not inconsistent with the express terms of this Debenture, in the same manner and to the same extent as if this Debenture had not been executed except that the Corporation shall not, without the prior written consent of the Holder or unless expressly permitted by the terms of this Debenture, create, assume or have outstanding any mortgage, charge, lien, security interest or other encumbrance on the Collateral or any part thereof ranking or capable of being enforceable in priority to or *pari passu* with this Debenture.

#### **4.06**            **Intention Expressed**

Until the security constituted hereby shall have become enforceable the Corporation shall be permitted to possess, manage, develop, operate and enjoy the Collateral in the ordinary course of its business and for the purpose of carrying on such business and to take and use any income, rents, issues and profits thereof, all to the extent not inconsistent with the express terms of this Debenture, in the same manner and to the same extent as if this Debenture had not been executed except that the Corporation shall not, without the prior written consent of the Holder or unless expressly permitted by the terms of this Debenture, create, assume or have outstanding any mortgage, charge, lien, security interest or other encumbrance on the Collateral or any part thereof ranking or capable of being enforceable in priority to or *pari passu* with this Debenture.

**ARTICLE V**  
**SUBORDINATION OF DEBENTURES AND APPOINTMENT OF AGENT**

**5.01            Subordinated Interests**

This Debenture is a subordinated secured obligation of the Corporation. The Holder acknowledges and agrees that nothing contained in this Debenture shall be construed or interpreted as prohibiting, limiting or restricting the right of the Corporation to create, assume or incur any additional indebtedness, and from time to time hereafter, from mortgaging, pledging, assigning, charging or in any way encumbering any or all of its properties to secure any indebtedness, now existing or hereafter created, assumed or incurred by the Corporation, including, without limitation, any Senior Security.

**5.02            Pari Passu Interests of Debenture Holders**

The Holder acknowledges that this Debenture is being issued by the Corporation to the Holder pursuant to the Debt Offering, concurrent with debentures being issued by the Corporation to all Subscribers thereunder, and further acknowledges and agrees that each debenture issued to the Subscribers, including this Debenture, shall, subject to the terms hereof, rank equally and ratably, *pari passu* without discrimination, preference or priority, with all other such debentures and the indebtedness of the Corporation evidenced by any such debenture shall not be superior in right of payment to the indebtedness evidenced by any other such debenture, including this Debenture.

**5.03            Appointment of Agent**

The Holder hereby irrevocably appoints, authorizes and directs the Agent to act as its exclusive agent, and acknowledges and consent to the Agent acting as exclusive agent to all Subscribers under the Debt Offering, with the full, irrevocable collective authority of the Subscribers to act exclusively on their behalf in all dealing and matters relating directly and indirectly to the Subscribers' debentures, including without limitation: (i) all direct dealing with the Corporation and holders of any Senior Security; (ii) the receipt of notices and any other communications in connection with the Subscribers' debentures; and (iii) handling, settling and enforcement of any rights pursuant to the Subscribers' debentures, and including acting as named secured party on behalf of the Subscribers in any registration of the security interests granted pursuant to the Subscribers' debentures. The Holder hereby further acknowledges and agrees that the Agent shall be the exclusive party through which the Subscribers, including the Holder, deal with the Corporation under and pursuant to the Subscribers' debentures, including this Debenture.

**5.04            Termination or Resignation of Agent**

The appointment of the Agent hereunder shall terminate immediately upon the satisfaction of the Corporation's obligations pursuant to the Subscribers' debentures in full. Notwithstanding the foregoing, the Agent may resign at any time prior to such termination, upon not less than ten (10) Business Days' written notice to the Subscribers, in which event the Subscribers shall appoint a successor agent to act as Agent on their behalf by majority agreement in writing, but the Agent shall not be required to see such appointment in order that its resignation be effective. The Agent shall not be responsible for any obligations as agent hereunder following any resignation by it in accordance with the terms hereof, except that the Agent shall execute such documents as may be reasonably required to register the change of agent as the named secured party in any registration of the security interests granted pursuant to the Subscribers' debentures.

**5.05**            **Indemnity and Release**

The Holder covenants and agrees, jointly and severally with all other Subscribers, to indemnify and save harmless the Agent of, from and against any and all claims, complaints, demands, actions, causes of action, damages, losses, costs, liabilities or expenses (collectively, "Claims") which may be made or brought against the Agent or any one or more of the Subscribers, or which any of them may suffer or incur as a result of, in respect of, or arising out of any act or omission of the Agent in its capacity as agent pursuant hereto. The Holder, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby further remise, release and forever discharge the Agent and its directors, officers, employees and representatives (collectively, the "Releasees") of and from all manner of actions, causes of action, claims and demands whatsoever, which against the Agent, in its capacity as agent pursuant hereto, the Holder now has or which the Holder's heirs, executors, personal representatives, directors, officers, shareholder, employees or other representatives of the Holder, can, shall or may have for or by reason of any cause, matter or thing whatsoever, either alone or with other Subscribers. Notwithstanding the foregoing, this indemnity and release shall not apply to: (i) any act or omission of the Agent that is not made in good faith in what the Agent reasonably believed to be in the best interests of the Subscriber; or (ii) the failure by the Agent to act in accordance with the terms of the Subscribers' debentures, including this Debenture.

**ARTICLE VI**  
**COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

**6.01**            **Covenants**

The Corporation hereby covenants and agrees with the Holder that:

(a)    *To Pay Principal, Interest and Other Monies*

the Corporation shall duly and punctually pay or cause to be paid to the Holder all Obligations in the amount(s) advanced to or on behalf of the Corporation from time to time, or which are otherwise due by the Corporation to the Holder, on the dates, at the places, in the monies and in the manner mentioned herein;

(b)    *To Perform Obligations*

the Corporation shall duly and punctually perform and satisfy all Obligations

(c)    *No Default of Guaranteed Obligations*

the Corporation shall not default in any obligation to any third party, including for the payment of monies, that is guaranteed by the Holder to such party;

(d)    *To Carry on Business*

the Corporation shall carry on and conduct its business in a proper and efficient manner;

(e)    *Corporate Status*

the Corporation shall preserve and maintain its corporate existence and all licenses and permits that are material to the proper conduct of its business;

(f) *To Comply with Laws*

the Corporation shall observe and comply in all respects with all governing laws and other applicable requirements, including all environmental laws and requirements;

(g) *To Provide Audited Financial Statements*

the Corporation shall provide to the Holder annual, consolidated financial statements for the Corporation within one hundred and twenty (120) days following the year end of the Corporation so long as any portion of the Principal Amount or any amounts outstanding under this Debenture remains outstanding;

(h) *Event of Default*

the Corporation shall give the Holder prompt written notice of the occurrence of any Event of Default;

(i) *Use of Proceeds*

without the prior written consent of the Holder, not to be unreasonably withheld, the Corporation shall not use the proceeds of any amount loaned to the Corporation by the Holder for any purpose other than for working capital or, if specified at the time of an advance, that which the Corporation advises the Holder in writing at the time of the advance.

**6.02 Representations and Warranties**

The Corporation hereby represents and warrants with and to the Holder that:

- (a) the Corporation is duly incorporated and organized under the laws of the Province of Manitoba;
- (b) the Corporation is duly qualified as a corporation and has the corporate power to own or lease its property and to carry on the business conducted by it;
- (c) the Corporation is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary;
- (d) the Corporation is duly authorized and has the corporate and lawful power and authority to create and issue this Debenture and perform its obligations hereunder;
- (e) the Debenture represents a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms;
- (f) the Corporation has no knowledge of any anticipated material adverse changes in the business or affairs of the Corporation;
- (g) the Corporation shall use the Principal Amount for working capital in support of the Corporation's cash flow requirements, in accordance with the requirements of the Corporation's primary lender, National Bank of Canada; and



- (h) the Corporation does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Holder in writing and which, if known to the Holder, might reasonably be expected to deter the Holder from advancing funds to the Corporation.

**ARTICLE VII**  
**DEFAULT AND ENFORCEMENT**

**7.01**            **Events of Default**

The Principal Amount and interest thereon shall immediately become due and payable, and the security hereby constituted shall become enforceable upon the occurrence of any of the following events (each such event being called an “Event of Default”):

- (a) if there occurs any default in payment in whole or in part, when due, of the Principal Amount or interest thereon pursuant to this Debenture or pursuant to the Obligations (provided that the Corporation shall be allowed ten (10) Business Days after its payment due date to remedy any failure to pay interest);
- (b) if the Corporation makes default in the observance or performance of any material covenant or condition to which it is subject pursuant to this Debenture or any other Obligation and it fails to remedy such default within a period of thirty (30) Days from the date of notification of such default;
- (c) if an order is made or, without the prior written consent of the Holder, an effective resolution is passed for the winding-up, liquidation or dissolution of the Corporation, or if a petition is filed for the winding-up of the Corporation, and the same not be disputed diligently and in good faith by the Corporation;
- (d) if the Corporation shall be adjudicated bankrupt, or insolvent, or admit in writing its inability to pay its debts as they become due; or make any assignment for the benefit of creditors; or any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Corporation, and, if instituted, are allowed against or consented to by the Corporation or are not dismissed or stayed within five (5) days after such institution or any trustee, receiver, receiver-manager or similar officer is appointed in respect of the Corporation or any material part of its assets, with or without application or consent of the Corporation;
- (e) if any proceeding with respect to the Corporation is commenced under the *Companies’ Creditors Arrangement Act* or any similar legislation;
- (f) if any execution or any other process of any court becomes enforceable against the Corporation which may materially adversely affect the financial affairs and operations or any material part of its assets or property, provided that such execution, distress or analogous process or possession by an encumbrancer is not diligently and in good faith being contested by the Corporation;
- (g) if the Corporation ceases, or threatens to cease, to carry on business or a substantial part thereof or commits, or threatens to commit, any act of bankruptcy;

- (h) if any representation or warranty made by the Corporation hereunder was false, incorrect or misleading in any material respect at the time when it was made;
- (i) if the Corporation makes a sale of all or substantially all of its assets or makes a bulk sale of its assets;
- (j) if the Corporation ceases to carry on, in the ordinary course, its business or a substantial part thereof;
- (k) if the Corporation has defaulted (and such default is not remedied within thirty (30) days) in the observance or performance of any material covenant or condition to which it is subject pursuant to any banking agreement or security agreement to which the Corporation is a party, where the effect of such default is to cause obligations of the Corporation thereunder to become due; and
- (l) if the Corporation fails to remit material amounts, as and when due, to Canada Revenue Agency or any other government body including, but not limited to, deductions for employee income tax, Canada pension, workers' compensation and employment insurance.

**7.02 Remedies in Case of Default**

The Corporation covenants and agrees that:

- (a) if any Event of Default shall occur, then upon demand of the Holder without need for any further declaration, formality, notice or other communication, all of which are hereby expressly waived by the Corporation, the Corporation shall forthwith pay to the Holder the Principal Amount that then shall have become due and payable together with all interest thereon;
- (b) in the event the Corporation shall fail to forthwith pay the amounts set out in Subsection 7.02(a) upon such demand, the Holder in its own name shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Corporation with respect to the monies adjudged or decreed to be payable;
- (c) in the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Corporation under any applicable bankruptcy or insolvency law relative to the Corporation, its creditors or its property, or in case a trustee shall have been appointed for its property, or in case of any judicial proceedings relative to the Corporation or the Debenture, the Holder, regardless of whether the Principal Amount shall then be due and payable as herein expressed or by declaration or otherwise and regardless of whether the Holder shall have made any demand pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of the Principal Amount together with all interest thereon owing and unpaid in respect of the Debenture and the Obligations, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Holder allowed in any judicial proceedings relative to the Corporation, its creditors or its property, and to collect and receive any

monies or other property payable or deliverable on any such claims; and any assignee or trustee in bankruptcy or reorganization is hereby authorized to pay such amount as shall be sufficient to cover reasonable compensation to the Holder, its agents and counsel, and all other expenses and liabilities incurred, and all advances made, by the Holder; and

- (d) if an Event of Default occurs, the Holder may, in its discretion, proceed to protect and enforce the rights vested in it by this Debenture by such appropriate judicial proceedings as the Holder shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy or otherwise whether for the specific enforcement of any covenant or agreement contained in this Debenture, or to enforce any other legal or equitable right vested in the Holder by this Debenture or by law.

**7.03            Remedies Cumulative**

All powers and remedies given herein to the Holder shall, to the extent permitted by law, be deemed cumulative and not exclusive of, but in addition to, any other powers and remedies available to the Holder hereunder, by law, equity, statute, judicial proceedings or otherwise, to enforce the performance and observance of the covenants and agreements contained in this Debenture. No delay or omission of the Holder to exercise any right or power accruing upon any Event of Default occurring as aforesaid shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given herein or by law to the Holder may be exercised from time to time, and as often as shall be deemed expedient by the Holder.

**7.04            Conflict - Applicable Law**

All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any mandatory provision of applicable law and all provisions of this Debenture are intended to be subject to all mandatory provisions of applicable law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Debenture invalid, unenforceable or not entitled to be recorded, registered or filed under the mandatory provisions of any applicable law. Any provision hereof contrary to mandatory provisions of applicable law shall be deemed to be ineffective and shall be severable from and not invalidate any other provision of this Debenture.

**ARTICLE VIII**  
**WAIVER**

**8.01            Waiver**

The Holder may waive any breach of any of the provisions contained in this Debenture or any default by the Corporation in the observance or performance of any covenant, condition or obligation required to be observed or performed by it under the terms of this Debenture. No waiver, consent, act or omission by the Holder shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default or the rights resulting therefrom and no waiver or consent by the Holder shall bind the Holder unless it is in writing. The inspection or approval by the Holder of any document or matter or thing done by the Corporation shall not be deemed to be a warranty or holding out of the adequacy, effectiveness, validity or binding effect of such document, matter or thing or a waiver of the Corporation's obligations.

**ARTICLE IX**  
**OTHER RIGHTS OF THE HOLDER**

**9.01**            **Holder May Pay or Perform**

The Holder may, but shall not be obliged to, pay and satisfy any monies or do any acts or things which the Corporation is required to do hereunder upon the Corporation's failure to do so including, without limiting the generality of the foregoing, payment of any costs of repairs, taxes, rates, insurance premiums, rents, encumbrances, legal and other professional fees or fines and the amount so paid and the costs and expenses so incurred and all costs, fees or commissions in connection with the collection of monies due hereunder may be paid and satisfied from any unadvanced portion of the monies to be advanced hereunder or otherwise and any amount paid by the Holder shall be repayable forthwith and shall bear interest at the rate provided for herein; provided however that so long as the validity of any tax, lien or fine is diligently and in good faith contested by the Corporation, the Holder shall not pay the same.

**9.02**            **Rights of Set-Off**

The Corporation acknowledges and agrees that the Principal Amount and the other obligations hereunder shall be paid, satisfied and discharged to the Holder without regard to such dealings as may from time to time occur as between any one or more of the Holder, the Corporation and any other person and without regard to such equities or rights of set-off or counterclaim which may from time to time exist between any one or more of the Holder, the Corporation or any other person, and that the Principal Amount and other obligations hereunder shall be paid without regard to any equities between the Corporation and the holder hereof or any set-off or cross-claims and the receipt of the Holder for the payment of the Principal Amount will be a good discharge to the Corporation in respect thereof.

**ARTICLE X**  
**GENERAL**

**10.01**           **Time**

Time shall be of the essence of this Debenture.

**10.02**           **Governing Law**

This Debenture shall be governed by, and construed in accordance with, the laws of the Province of Manitoba and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Manitoba.

**10.03**           **Severability**

If any one or more of the provisions or parts thereof contained in this Debenture should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Debenture in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Debenture in any other jurisdiction.

**10.04            Headings**

The headings of the articles, sections, subsections and clauses of this Debenture have been inserted for convenience and reference only and do not define, limit, alter or enlarge the meaning of any provision of this Debenture.

**10.05            Binding Effect**

This Debenture and all of its provisions shall enure to the benefit of the Holder, its successors and assigns, and shall be binding upon the Corporation, its successors and assigns. The expression the “Holder” as used herein shall include the Holder’s assigns whether immediate or derivative.

**ARTICLE XI  
NOTICE**

**11.01            Notice**

Any notice, document or communication required or permitted by this Debenture to be given by a party hereto shall be in writing and is sufficiently given if delivered personally, or if sent by prepaid registered mail posted in Canada, or if transmitted by facsimile to such party addressed as follows:

- (a) to the Holder at:  
The Puratone Corporation  
Box 130, Arborg, MB R0C 0A0  
Attention: Larry Johnson  
E-mail: ljohnson@puratone.com
  
- (b) to the Corporation at:  
P.O. Box 460, Niverville, Manitoba R0A 1E0  
Attention: Larry Johnson  
Facsimile: (204) 388-0037  
E-mail: ljohnson@puratone.com

Notice so mailed shall be deemed to have been given on the third business day after deposit in a post office or public letter box. Neither party shall mail any notice, request or other communication hereunder during any period in which Canadian postal workers are on strike or if such strike is imminent and may reasonably be anticipated to affect the normal delivery of mail. Notice transmitted by facsimile or delivered personally shall be deemed given on the day of transmission or personal delivery, as the case may be. Any party may from to time notify the other in the manner provided herein of any change of address which thereafter, until change by like notice, shall be the address of such party for all purposes hereof.

**11.02            Negotiability**

This Debenture is a negotiable instrument and freely assignable and all rights created hereunder are exercisable by the Holder in whole or in part.

**11.03**            **Copy of Debenture**


The Corporation acknowledges receipt of an executed copy of this Debenture.

**11.04**            **Amendment**

This Debenture shall not be amended without the prior written consent of both parties hereto.

IN WITNESS WHEREOF the Corporation has duly executed these presents under the hands of its proper officers in that behalf by its duly authorized officers.

**PARADIGM FARMS LTD.**

Per:  \_\_\_\_\_

Name: Ray Hildebrand  
Title: Secretary/Treasurer  
Authorized Signing Officer