

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

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

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

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

**SUPPLEMENTARY AFFIDAVIT OF
RAYMOND ALAN HILDEBRAND
SWORN THE 6TH DAY OF NOVEMBER, 2012
DATE OF HEARING: NOVEMBER 8, 2012 AT 10:00 A.M.
BEFORE: THE HONOURABLE MR. JUSTICE DEWAR**

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

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

THE QUEEN'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF THE: *Companies' Creditors Arrangement Act*,
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Arrangement of The Puratone Corporation,
Pembina Valley Pigs Ltd. and Niverville
Swine Breeders Ltd. (the "Applicants")

SUPPLEMENTARY AFFIDAVIT OF
RAYMOND ALAN HILDEBRAND

I, RAYMOND ALAN HILDEBRAND, of the Rural
Municipality of Springfield, in the Province of Manitoba,
Businessman,

MAKE OATH AND SAY THAT:

1. I am the President, Chief Executive Officer and
Secretary of The Puratone Corporation ("TPC"), and the President
of both Pembina Valley Pigs Ltd. ("PVP") and Niverville Swine
Breeders Ltd. ("NSB"), the above-named Applicants, and as such

have personal knowledge of the facts and matters hereinafter deposed to by me, except where stated to be based upon information and belief and in those I do verily believe.

2. On November 1, 2012 I caused to be sworn an Affidavit in these proceedings ("**November 1 Affidavit**") and I make this Affidavit supplementary thereto.

Amend DIP Financing Facility

3. In order for the Applicants to have sufficient liquidity to meet obligations through to January 15, 2013 based upon the Cash Flow Forecast filed as Exhibit "3" to the November 1 Affidavit it will be necessary to increase the DIP Loan. At the time of deposing the November 1 Affidavit negotiations were underway with BMO and FCC to amend to DIP Loan Term Letter dated September 11, 2012 attached as Exhibit "38" to my Affidavit of September 11, 2012 (the "**Initial Affidavit**") but had not yet been concluded.

4. Now shown to me and marked as **Exhibit "6"** to this my Affidavit is a true copy of the First Amendment to the CCAA Interim Financing Facility Term Sheet dated November 6, 2012 ("**Amended Term Sheet**"). As disclosed in the Amended Term Sheet Bank of Montreal ("**BMO**") is prepared to provide a \$5 million increase to the existing DIP facility subject to various conditions including:

- a) Farm Credit Canada ("**FCC**") agrees to an "80/20 allocation" to the amount ultimately repayable under the amended DIP;
- b) That the Applicants obtain an Order from this Honourable Court on or before November 9, 2012 which, *inter alia*:
 - i) Authorizes the borrowings on the terms and conditions set out in the Amended Term Sheet;

- ii) Affirms that the CCAA DIP Charge established in the Initial Order continues as security for full and prompt payment performance when due of all present and future liabilities and obligations of the Applicants incurred or arising under the facility in an amount not less than \$11,500,000.00;
- iii) Approves the Asset Purchase Agreement and the transactions contemplated therein substantially in accordance with the proposed Approval and Vesting Order attached Schedule J to the Asset Purchase Agreement;
- iv) Contains such further and other terms and conditions as BMO may deem necessary or appropriate.

5. The Monitor's Third Report dated November 5, 2012 ("Third Report") attached a revised cash flow projection for the period ending January 27, 2013, confirmed that the existing DIP

facility authorized would be fully utilized during the week of November 26, 2012. That Revised Cash Flow further disclosed that if the Transaction closed on the projected Closing Date of December 14, 2012 at least an additional \$1.7 million would be required to fund ongoing operations. The Monitor further pointed out that to the extent it was necessary to continue to operate the business beyond the Closing Date to the Outside Date of December 28, 2012, the Revised Cash Flow projects a further \$1.3 million in funding would be required. These additional funding requirements were minimum projections based upon current assumptions. Based upon discussions with BMO and FCC a decision was made to extend the projected funding requirements through to January 27, 2013. Assuming that the Transaction is closed as contemplated it should not be necessary for the Applicants to utilize the full amount available under the Amended Term Sheet.

6. Assuming this Honourable Court is prepared to approve the Transaction as well as the amendment to the DIP facility, the

Applicants expect that there will be sufficient working capital to fund operations during the requested extension of the stay period through to January 15, 2013 whether the Transaction closes or not.

7. I had deposed in the November 1 Affidavit that I anticipated providing an updated Cash Flow Projection incorporating the contemplated closing, however, the Monitor has since filed its Third Report which contains the Revised Cash Flow Statement as Exhibit "B" thereto.

Partially Owned Subsidiaries

8. As disclosed in paragraph 13(e) of my November 1 Affidavit, the Purchased Assets to be transferred to the Purchaser included a number of partially owned subsidiaries of TPC ("Partially Owned Subsidiaries"). However, in listing these Partially Owned Subsidiaries I failed to include "Parks Livestock of Canada Limited Partnership" ("**Parks**"). In explanation, I can advise that the negotiation leading up to execution of the final version of the Asset Purchase Agreement of November 1, 2012

were extensive with numerous ongoing changes to the point where both the lawyer at Taylor McCaffrey LLP drafting this Affidavit, David Jackson, and I were not aware of the late addition of Parks to the list of Partially Owned Subsidiaries to be acquired by the Purchaser when that Affidavit was deposed.

9. As set out in my Initial Affidavit, the Applicants together with wholly owned and Partially Owned Subsidiaries constitute a fully integrated hog production operation under the "Puratone" banner with several of these subsidiaries constituting captive but critical and essential service providers to the integrated operation.

10. The shares or units of the Partially Owned Subsidiaries are not publicly traded and are subject to the usual restrictions on transfer arising from their respective shareholder or limited partnership agreements such as:

- a) Rights of first refusal such as would otherwise obligate a shareholder or unit holder receiving a purchase offer

from a third party to enable the subsidiaries' other share/unit holders to acquire the shares/units on the same terms;

- b) A general prohibition against transfer of shares or units absent unanimous approval of the other share/unit holders or other specified conditions;
- c) In the event of bankruptcy or insolvency, the other share/unit holders are given the right to acquire the shares.

11. There are variations between the different shareholder agreements and memorandums for the Partially Owned Subsidiaries setting out specific notice periods for exercise of the rights in question. Some of the Memorandums or Agreements have been amended from time to time but the amendments were not necessarily executed by all share/unit holders.

12. A summary of the basic ownership structure of the Partially Owned Subsidiaries as contained from the Applicants' records is as follows:

Heritage Hogs Ltd.	Common Shares Ownership
TPC	50 percent
Jacob Kasdorf	17 percent
Jason Kasdorf	16.5 percent
Judy Kasdorf	16.5 percent

Bond Hog Ventures	Common Shares Ownership
TPC	50 percent
Bruce Bond	25 percent
Murray Bond	25 percent

Horizon Livestock & Poultry Supply Ltd.	Common Shares Ownership
TPC	50 percent
5074401 Manitoba Inc. (Sheridan, Heuser, Provis Inc.)	50 percent

JVCO Transport Ltd.	Common Shares Ownership
TPC	50 percent

Steve's Livestock Transport (Blumenort) Ltd.	50 percent
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Pura Organics Limited Partnership	Limited Partnership Units
Bond Hog Venture	4.2 percent
Heritage Hogs Limited	3 percent
Niverville Swine Breeders	7.4 percent
Paradigm Farms	13 percent
TPC	72.4 percent

Parks Livestock of Canada Limited Partnership	Limited Partnership Units
TPC	19.47 percent
Hylife	24.75 percent
Maple Leaf Agrifarms	3.86 percent
Steve's Livestock	10.5 percent
GLSM	41.64 percent

Paradigm Farms Ltd.	Common Shares Ownership
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TPC	33.13 percent
63 Other Common Shares ¹	66.87 percent

Paradigm Farms Ltd.

13. As further pointed out in my Initial Affidavit, the Partially Owned Subsidiaries are financed with lenders other than BMO and FCC. These subsidiaries all face similar difficulties arising from the financial crisis in the hog industry but currently continue to operate without protection. However, I do point out that Paradigm is currently operating at or near the limit of its operating line and is in default of its credit facilities. For some time it has been subject to a monitoring engagement by a National Chartered Accounting firm at the instigation of its operating lender, National Bank of Canada and I was just advised that the National Bank of Canada will issue demand and Notices of Intention to Enforce Security today.

¹ Paradigm's shareholders register identifying the common shareholders as well as its 85 class D Preference Shareholders is attached hereto as Exhibit "7".

14. Should this Transaction have occurred at a time when the Applicants were not insolvent the transfer of the Applicants' interests in the Partially Owned Subsidiary would require the consent of the other shareholders/unit holders and/or compliance with the applicable share/unit holders agreements. Given the reputation and financial strength of the Purchaser I believe most share/unit holders should view the Purchaser as a preferable replacement to the Applicants. However, due to the Applicants' current financial status and the terms of the Asset Purchase Agreement, it is not practical to obtain the consents of all of the share/unit holders to the Transaction or attempt to navigate through the various rights and restrictions applicable to the Partially Owned Subsidiaries. I am not aware of any defaults or breaches to any of the agreements or memorandums governing the shares/units for the Partially Owned Subsidiaries, save and except the declared insolvency of the Applicants and the acceptance of the Asset Purchase Agreement.


15. In order to complete the Transaction for the benefit of the stakeholders, it will be necessary for the Court to vest the shares/units of the Partially Owned Subsidiaries into the name of the Purchaser notwithstanding the share/unit transfer restrictions. That said, the Purchaser as the successor share/unit holder will still be subject to the same restrictions. I understand that the Applicants' solicitors have provided notice to the share/unit holders of this motion and its effect upon share/unit restrictions.

Vacate Funk Caveats

16. I am advised by the Applicants' solicitors, Taylor McCaffrey LLP, that in accordance with the Asset Purchase Agreement, and in particular Schedule E pertaining to permitted encumbrances, there is an additional Caveat on two of the titles which had not been identified in the draft Approval and Vesting Order attached to the Applicants' Notice of Motion which should not be continued as a permitted encumbrance: Caveat No. 96-5918/4 filed by Henry Edward Funk and Lois Funk with respect to

the W ½ NW ¼ 23-1-1 WPM and N ½ SE ¼ 22-3-1 WPM, a true copy of which is attached hereto and marked as **Exhibit "8"** to this my Affidavit. This Caveat refers to a Lease Agreement dated July 15, 1996 for a term of 10 years from January 1, 1997 with a right of renewal thereafter. The records of the Applicants do not disclose such a Lease Agreement though its existence predates the Applicants' acquisition of Rosenfeld Piglets Ltd. – the previous owner of the lands in question. The records of the Applicants disclose that the surrounding lands are currently leased to a Rodney Pokrant.

17. I make this Affidavit *bona fide*.

SWORN BEFORE ME at the)	 _____
City of Winnipeg, in the)	
Province of Manitoba, this 6th)	
day of November, 2012)	
)	RAYMOND ALAN
)	HILDEBRAND


A Notary Public in and for the
Province of Manitoba.

QB File No. CI 12-01-79231

**THIS IS EXHIBIT "6" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 6TH DAY OF NOVEMBER, 2012**



A NOTARY PUBLIC
in and for the Province of Manitoba

**FIRST AMENDMENT
to CCAA Interim Financing Facility Term Sheet**

THIS FIRST AMENDMENT made November 6, 2012.

BETWEEN:

BANK OF MONTREAL
(the "Bank")

- and -

THE PURATONE CORPORATION
(the "Borrower")

- and -

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

WHEREAS:

A. The Bank, Borrower and Guarantors are parties to that certain CCAA Interim Financing Facility Term Sheet dated September 11, 2012 (the "DIP Term Sheet");

B. The DIP Term Sheet established a CCAA interim (DIP) financing facility on the express terms and conditions outlined therein in an amount not less than the DIP Facility Ceiling Amount (as therein defined), which DIP Facility Ceiling Amount was later confirmed to be \$5,601,945.39;

C. The Borrower and Guarantors have entered into an Asset Purchase Agreement dated November 1, 2012 with Maple Leaf Foods Inc. (the "Asset Purchase Agreement") which contemplates a closing date of December 14, 2012 (the "APA Closing Date") which could be extended to the "Outside Date" (that is, December 28, 2012) in certain events, and although post-closing expenditures are likely to be very significantly reduced, it is nevertheless the case that certain other costs will continue to accrue post-closing;

D. The most recent Cash Flow Budget made available to the parties evidences that borrowings available under the DIP Term Sheet are insufficient to support the Puratone Group's continued operations through to the APA Closing Date;

E. Consequently, the Bank has agreed to provide a \$5,000,000 increase (the "DIP Increase") to the DIP Facility Ceiling Amount under the DIP Term Sheet upon the terms and conditions set out in this First Amendment;

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

1. **Definitions.** For the purposes of this First Amendment, all capitalized words shall have the meaning ascribed to them in the DIP Term Sheet, with the exception of (i) certain additional capitalized

words which are defined in this First Amendment, and (ii) the definition of DIP Facility Ceiling Amount in the DIP Term Sheet, which is deleted and replaced with the following:

"DIP Facility Ceiling Amount" means \$10,601,945.39.

2. **Amendment to Negative Covenants.** The Negative Covenants stipulated at Part Six of the DIP Term Sheet shall be amended to add the following additional 14th Negative Covenant:

14. Amend, waive or vary any of the terms and conditions of the Asset Purchase Agreement.

3. **Conditions to Availability of the DIP Increase.** The obligation of the Bank to make available the DIP Increase to the CCAA Interim Financing Facility is subject to and conditional upon each of the following conditions which are in addition to all other conditions stipulated in the DIP Term Sheet and are for the exclusive benefit of the Bank and, unless waived in writing by the Bank, shall be fulfilled, satisfied and performed prior to any advances under the CCAA Interim Financing Facility that draw on the DIP Increase:

- acceptance by each of the Borrower and Guarantors of this First Amendment;
- this First Amendment shall have been executed by Farm Credit Canada to record and evidence that Farm Credit Canada agrees to the "80/20 allocation" applicable to the amount ultimately repayable under the DIP Term Sheet as amended by this First Amendment as contemplated by the paragraph with the heading "Amount Ultimately Repayable" in Part Four of the DIP Term Sheet; and
- each of the Borrower and Guarantors obtaining an additional order supplementing the Initial CCAA Order in form and content satisfactory to the Bank and Farm Credit Canada in their sole and absolute discretion on or before November 9, 2012, *inter alia* (a) authorizing the borrowings on the terms and conditions outlined in the DIP Term Sheet as amended by this First Amendment and approving same, (b) affirming that the CCAA Interim Financing Charge created by the Initial CCAA Order continues as security for the full and prompt payment and performance when due of all present and future liabilities and obligations of the Borrower and the Guarantors to the Bank (whether direct or indirect, joint or several, absolute or contingent) incurred and/or arising under the DIP Term Sheet as amended by this First Amendment (that is, increasing the amount of the DIP Lender's Charge created by the Initial CCAA Order to an amount of not less than \$11,500,000), (c) approving the Asset Purchase Agreement and the transactions contemplated therein substantially in accordance with the terms of Schedule "J" to the Asset Purchase Agreement, and (d) containing such other terms and conditions as the Bank may deem necessary or appropriate.

4. **Preamble.** The preamble hereto shall be deemed to form an integral part of this First Amendment.

5. **Supplemental.** This First Amendment is intended to be and is declared to be supplemental to the DIP Term Sheet and forms part of the DIP Term Sheet, and the DIP Term Sheet and this First Amendment shall be read together and constitute one instrument, and the DIP Term Sheet (except as expressly changed, altered, amended, modified or supplemented by this First Amendment) shall be and continue in full force and effect, and the DIP Term Sheet as changed, altered, amended, modified or supplemented by this First Amendment is hereby confirmed.

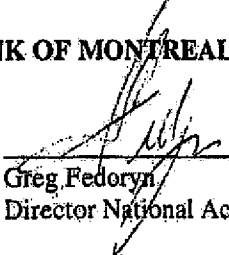
6. **General, Plural and Singular.** In this First Amendment, the masculine includes the feminine and the plural includes the singular and vice versa and modifications to the provisions of this First Amendment may be made accordingly as the context requires.

7. **Captions.** The captions appearing in this First Amendment have been inserted into this First Amendment for reference and as a matter of convenience only and in no way define, limit or enlarge the scope of the meaning of this First Amendment or any provision thereof.
8. **Time.** Time shall be of the essence of this First Amendment.
9. **Further Agreements, Documents and Assurances.** The parties hereto covenant and agree each with the other that it shall execute all other documents, instruments, agreements and assurances and shall do all other things necessary or desirable to implement or carry out the terms of this First Amendment.
10. **Governing Law.** This First Amendment shall be governed and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada from time to time applicable therein.
11. **Enurement.** This First Amendment and the covenants herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
12. **Counterparts and Electronic Execution.** This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which when taken together constitute but one and the same agreement. Any party may execute this First Amendment by signing any counterpart of it. This First Amendment may be executed by one or more of the parties by facsimile or email (.pdf) transmitted signature and all parties agree that the reproduction of signatures by way of facsimile or email (.pdf) device will be treated as though such reproductions were executed originals.

*Execution of this First Amendment by the parties hereto appears on the next page.
The remainder of this page is intentionally left blank.*

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

BANK OF MONTREAL

Per: 
Greg Fedoryn
Director National Accounts

THE PURATONE CORPORATION

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

PEMBINA VALLEY PIGS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

NIVERVILLE SWINE BREEDERS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

Farm Credit Canada acknowledges receipt of copies of the DIP Term Sheet and this First Amendment.

Execution of this First Amendment by Farm Credit Canada is ONLY to record and evidence that Farm Credit Canada agrees to the "80/20 allocation" applicable to the amount ultimately repayable under the DIP Term Sheet as amended by this First Amendment as contemplated by the paragraph with the heading "Amount Ultimately Repayable" in Part Four of the DIP Term Sheet.

Farm Credit Canada

Per: _____

Per: _____

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

BANK OF MONTREAL

Per: _____
Greg Fedoryn
Director National Accounts

THE PURATONE CORPORATION

Per:  _____
Ray Hildebrand, CEO


Per:  _____
Larry Johnson, CFO

PEMBINA VALLEY PIGS LTD.

Per:  _____
Ray Hildebrand, CEO

Per:  _____
Larry Johnson, CFO

NIVERVILLE SWINE BREEDERS LTD.

Per:  _____
Ray Hildebrand, CEO

Per:  _____
Larry Johnson, CFO

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Farm Credit Canada

Per: _____

Per: _____

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

BANK OF MONTREAL

Per: _____
Greg Fedoryn
Director National Accounts

THE PURATONE CORPORATION

PEMBINA VALLEY PIGS LTD.

Per: _____
Ray Hildebrand, CEO

Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

Per: _____
Larry Johnson, CFO

NIVERVILLE SWINE BREEDERS LTD.

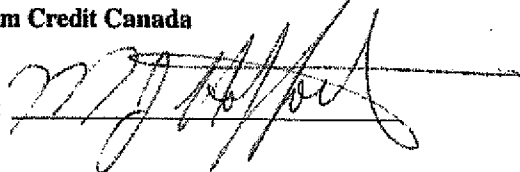
Per: _____
Ray Hildebrand, CEO

Per: _____
Larry Johnson, CFO

Farm Credit Canada acknowledges receipt of copies of the DIP Term Sheet and this First Amendment.

Execution of this First Amendment by Farm Credit Canada is ONLY to record and evidence that Farm Credit Canada agrees to the "80/20 allocation" applicable to the amount ultimately repayable under the DIP Term Sheet as amended by this First Amendment as contemplated by the paragraph with the heading "Amount Ultimately Repayable" in Part Four of the DIP Term Sheet.

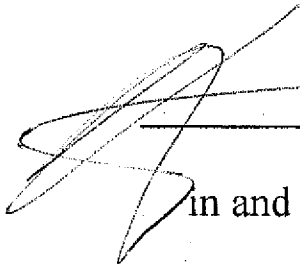
Farm Credit Canada

Per: _____


Per: _____

QB File No. CI 12-01-79231

**THIS IS EXHIBIT "7" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 6TH DAY OF NOVEMBER, 2012**



A NOTARY PUBLIC
in and for the Province of Manitoba

LIST OF SHAREHOLDERS

COMMON VOTING

TOTAL ISSUED: 10,299 DATE PRINTED: October 24, 2012

NAME OF CORPORATION: PARADIGM FARMS LTD.

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Abe K. Penner, Jake Penner & Marg Penner, jointly	Box 4136 Arborg, MB R0C 0A0	September 30, 1998	March 3, 2003	0	[CV51]
Abe Reimer & Norma Reimer, jointly	Box 4193 Arborg, MB R0C 0A0	September 30, 1998		50	CV50
Al-Gator Service Ltd.	P.O. Box 286 Fisher Branch, MB R0C 0Z0	September 30, 1998		100	CV1
Barylski, Jeff		September 30, 1998		25	CV2
Barylski, Ron		September 30, 1998		25	CV3
Bayshore Farms Inc.	Box 651 Riverton, MB R0C 2R0	September 30, 1998		50	CV4
Bond, Ward	1800 Locklomond Rd. Thunder Bay, ON P7C 4Z2	September 30, 1998	June 3, 2005	0	[CV5]
Border Genetics Ltd.	P.O. Box 640 Niverville, MB R0A 1E0	May 19, 2007		153	CV80, CV97
Brandt, Mark	Box 264 Arborg, MB R0C 0A0	September 30, 1998		50	CV6
Bruce, Douglas	200 Tache Ave. Winnipeg, MB R2H 1A7	September 30, 1998		50	CV7
Buchko, Judith	Box 312 Arborg, MB R0C 0A0	September 30, 1998		50	CV8
Buchko, Randy	Box 312 Arborg, MB R0C 0A0	September 30, 1998		50	CV9
Campbell, Jean	c/o Lorne Keith Campbell Box 47 Teulon, MB R0C 3B0	September 30, 1998		50	CV10
Cook, Lyle	Box 184 Teulon, MB R0C 2B0	September 30, 1998		50	CV11

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
David Jacobson & Jeff Jacobson, jointly	Box 355 Arborg, MB ROC 0A0	September 30, 1998		100	CV28
Dueck, Benny	Box 4159 Arborg, MB ROC 0A0	September 30, 1998	April 19, 2004	0	[CV12]
Dueck, Benny and Dueck, Nettie, joint holders	Box 4159 Arborg, MB ROC 0A0	April 19, 2004		100	CV78
Dueck, Cameron	3B 725 Westberry Chicago, Illinois USA 60657	September 30, 1998		50	CV13
Dueck, Martha	2 Eagle Court East St. Paul, MB R2E 0L2	September 30, 1998		50	CV14
Dueck, Wesley		March 3, 2003		25	CV74
Dumas Holdings Inc.	Box 386 Teulon, MB ROC 3B0	September 30, 1998		100	CV15
Elias, Peter	Box 418 Altona, MB ROG 0B0	September 30, 1998		50	CV16
Floyd, Lorna	Box 606 Arborg, MB ROC 0A0	September 30, 1998	December 16, 2002	0	[CV18]
Floyd, Lorne	Box 606 Arborg, MB ROC 0A0	September 30, 1998	December 16, 2002	0	[CV19]
Friesen, Dennis	P.O. Box 819 Arborg, MB ROC 0A0	September 30, 1998		25	CV20
Friesen, Erna	Box 819 Arborg, MB ROC 0A0	September 30, 1998		25	CV21
Frontier Turkey Farms Inc.	Box 433 Riverton, MB ROC 2R0	September 30, 1998		100	CV22
Glenn Sigvaldason & Jodine Sigvaldason, jointly	Box 796 Arborg, MB ROC 0A0	September 30, 1998	January 22, 2004	0	[CV58]
Grimolfson, William	Box 187 Sandy Hook, MB ROC 2W0	September 30, 1998		50	CV24
Henry and Claudia Hueging		December 30, 1999		229	CV66, CV91

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Hueging, Claudia	Box 355 Arborg, MB ROC 0A0	September 30, 1998		76	CV25,CV93
Hueging, Frank A.	Box 17 Lake Francis, MB ROC 1T0	September 30, 1998		2,603	CV26,CV63, CV68,CV77, CV89
Hueging, Henry	Box 355 Arborg, MB ROC 0A0	September 30, 1998		76	CV27,CV92
Investorco in Trust for Abe Reimer		March 3, 2003	August 21, 2008	0	[CV71]
Investorco in Trust for Irwin Kornelsen		March 3, 2003	August 21, 2008	0	[CV73]
Investorco in Trust for Jake Penner		March 3, 2003	August 21, 2008	0	[CV72]
Irwin Kornelson and Rose Kornelson, jointly as to an undivided one-half interest and Wesley Dueck as to a one-half interest		February 19, 2003	March 3, 2003	0	[CV70]
Jacobson, David Leslie and Jacobson, Jeffrey Ernest, joint holders	P.O. Box 355 Arborg, MB ROC 0A0	November 26, 2003		9	CV75
Johnson, Glenn Hilmar	Box 157 Komarno, MB ROC 1R0	September 30, 1998		50	CV29
Jordek Holdings Inc.	Box 184 Teulon, MB ROC 3B0	September 30, 1998		100	CV30
Kornelson, Rose and Irvin	Box 617 Arborg, MB ROC 0A0	September 30, 1998	February 19, 2003	0	[CV31]
Koslowsky, Helen	418 - 88 Arbour Lake Road Calgary, AB T3G 0C2	September 30, 1998		238	CV32,CV79
Koslowsky, John	P.O. Box 132 Niverville, MB ROA 1E0	September 30, 1998	December 4, 2003	0	[CV33]
Loewen, George	Box 173 Riverton, MB ROC 2R0	September 30, 1998	January 7, 2008	0	[CV34]
Loewen, Katherine		January 7, 2008		76	CV81,CV96
Loewen, Wilmer		September 30, 1998		50	CV35
Martin, Robert	Box 504 Arborg, MB	September 30, 1998	December 13, 2002	0	[CV37]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
McKnight, Leonard	Box 37 Balmoral, MB R0C 0H0	September 30, 1998		25	CV38
McKnight, Shelly	Box 37 Balmoral, MB R0C 0H0	September 30, 1998		25	CV39
Melanie Maksimyuk & Elsie Letkeman, jointly	General Delivery Teulon, MB R0C 3B0	September 30, 1998		50	CV36
Moore, Gerry	31 Deerhorn Ave. Winnipeg, MB R2Y 0K2	September 30, 1998		102	CV40
Morley Sigvaldason & Roslyn Sigvaldason	P.O. Box 4124 Arborg, MB R0C 0A0	September 30, 1998		50	CV60
Moroski, Ron	Box 126 Arborg, MB R0C 0A0	September 30, 1998	May 1, 2008	0	[CV41]
Moroski, Ron and Moroski, Denise, joint holders	Box 126 Arborg, MB R0C 0A0	May 1, 2008		100	CV85
NBCN Inc. ITF Abe Reimer A/C 11XNHYA	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 21, 2008		25	CV86
NBCN Inc. ITF Irwin Komelson A/C 11XKKYA		August 21, 2008		25	CV88
NBCN Inc. ITF Jake Penner A/C 11XNB9A		August 21, 2008		25	CV87
Northern Genetics Inc.	Box 54 Balmoral, MB R0C 0H0	September 30, 1998	May 19, 2007	0	[CV42]
Orbanski Ventures Ltd.	P.O. Box 1081 Arborg, MB R0C 0A0	September 30, 1998		153	CV43, CV98
Palsson, Victor B.	Box 789 Arborg, MB R0C 0A0	September 30, 1998		100	CV44
Persoage, Michael E.	Box 213 Teulon, MB R0C 3B0	September 30, 1998		50	CV45
Plett, Lydia	Box 14 Landmark, MB R0A 0X0	September 30, 1998		25	CV46

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Plett, Menno	Box 14 Landmark, MB ROA 0X0	September 30, 1998		25	CV47
RAM Farms	Box 95 Arborg, MB ROC 0A0	September 30, 1998		153	CV49,CV95
RMD Holdings		September 30, 1998		100	CV52
Robert Green & Betty Green, jointly	Box 339 Fisher Branch, MB ROC 0Z0	September 30, 1998		100	CV23
Robert Martin and Ellen Martin		December 13, 2002		100	CV69
Saluki Holdings Ltd.	P.O. Box 88 Balmoral, MB ROC 0H0	September 30, 1998		50	CV53
Sarkei Ventures Inc.	Box 207 Teulon, MB ROC 3B0	September 30, 1998		50	CV54
SBD Holdings		September 30, 1998		50	CV55
Sigvaldason Bros.		December 30, 1999	March 1, 2008	0	[CV65]
Sigvaldason, Barney	Box 127 Arborg, MB ROC 0A0	September 30, 1998		100	CV56
Sigvaldason, Barney and Sigvaldason, Ethel, joint holders	Box 127 Arborg, MB ROC 0A0	March 1, 2008		37.25	CV83
Sigvaldason, Gerald	Box 628 Arborg, MB ROC 0A0	September 30, 1998		50	CV57
Sigvaldason, Grant and Sigvaldason, Tannis, joint holders	Box 73 Arborg, MB ROC 0A0	March 1, 2008		57.25	CV84,CV94
Sigvaldason, Marino	Box 73 Arborg, MB ROC 0A0	September 30, 1998		100	CV59
Sigvaldason, Marino and Sigvaldason, Colleen, joint holders	Box 73 Arborg, MB ROC 0A0	March 1, 2008		74.5	CV82
The Puratone Corporation	P.O. Box 460 Niverville, MB ROA 1E0	September 30, 1998		3,412	CV48,CV64, CV67,CV76, CV90
Victor Eyolfson, Pat Eyolfson, Tracy Eyolfson, Michelle Eyolfson & Owen Eyolfson, jointly	Box 899 Arborg, MB ROC 0A0	September 30, 1998		100	CV17
Wohlens, Boh		September 30, 1998		50	CV61

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Wohlers, Gloria	7800 Roblin Blvd. Headingly, MB R4J 1B6	September 30, 1998		50	CV62

LIST OF SHAREHOLDERS

CLASS D PREFERENCE

TOTAL ISSUED: 3,572,604.15 DATE PRINTED: October 24, 2012

NAME OF CORPORATION: PARADIGM FARMS LTD.

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
(Helen Koslowsky), NBCst for RRSP Account 9850033 (Helen Koslowsky) 9850033		December 27, 2000	March 19, 2002	0	[PD122a]
(John Koslowsky), NBCst for RRSP Account 9850033 (John Koslowsky) 9850033		December 27, 2000	March 19, 2002	0	[PD123a]
Abe K. Penner, Jake Penner & Marg Penner, jointly	Box 4136 Arborg, MB R0C 0A0	September 30, 1998	March 19, 2002	0	[PD63],[PD143],[PD228]
Abe Reimer & Norma Reimer, jointly	Box 4193 Arborg, MB R0C 0A0	September 30, 1998		26,583.98	[PD62],[PD142],[PD229],[PD271],[PD371],[PD446],[PD493]
Al-Gator Service Ltd.	P.O. Box 286 Fisher Branch, MB R0C 0Z0	September 30, 1998		53,167.97	[PD1],[PD82],[PD205],[PD270],[PD339],[PD460],[PD518]
B2B Trust in trust for Lyle Cook A/C 0277097		March 19, 2002		0	[PD163],[PD226],[PD324],[PD340],[PD481],[PD557]
Barylski, Jeff		September 30, 1998		4,785.1	[PD2],[PD83],[PD210],[PD330],[PD342],[PD445],[PD490]
Barylski, Ron		September 30, 1998		8,506.9	[PD4],[PD85],[PD211],[PD303],[PD343],[PD444],[PD491]
Bayshore Farms Inc.	Box 651 Riverton, MB R0C 2R0	September 30, 1998		26,583.98	[PD6],[PD87],[PD221],[PD290],[PD341],[PD454],[PD529]
Bond, Ward	1800 Locklomond Rd. Thunder Bay, ON P7C 4Z2	September 30, 1998	June 3, 2005	0	[PD7]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Border Genetics Ltd.		May 19, 2007		53,167.97	PD562
Brandt, Mark	Box 264 Arborg, MB R0C 0A0	September 30, 1998		26,583.98	[PD8],[PD88],[PD199],[PD327],[PD337],[PD443],PD561
Buchko, Judith	Box 312 Arborg, MB R0C 0A0	September 30, 1998		26,583.98	[PD10],[PD90],[PD165],[PD298],[PD352],[PD441],PD501
Buchko, Randy	Box 312 Arborg, MB R0C 0A0	September 30, 1998		26,583.98	[PD11],[PD91],[PD164],[PD297],[PD351],[PD440],PD502
Campbell, Jean	c/o Lorne Keith Campbell Box 47 Teulon, MB R0C 3B0	September 30, 1998		26,583.98	[PD12],[PD92],[PD219],[PD294],[PD359],[PD448],PD527
David Jacobson & Jeff Jacobson, jointly	Box 355 Arborg, MB R0C 0A0	September 30, 1998		57,415.69	[PD37],[PD117],[PD227],[PD250],[PD272],[PD368],[PD476],PD510
Dueck, Benny	Box 4159 Arborg, MB R0C 0A0	September 30, 1998	April 19, 2004	0	[PD14],[PD94],[PD209]
Dueck, Benny and Dueck, Nettie, joint holders	Box 4159 Arborg, MB R0C 0A0	April 19, 2004		53,167.97	[PD256],[PD333],[PD366],[PD450],PD508
Dueck, Cameron	3B 725 Westberry Chicago, Illinois USA 60657	September 30, 1998		26,583.98	[PD15],[PD95],[PD212],[PD328],[PD392],[PD467],PD506
Dueck, Martha	2 Eagle Court East St. Paul, MB R2E 0L2	September 30, 1998		2,658.52	[PD17],[PD96],[PD175],[PD265],[PD344],[PD484],PD498
Dueck, Wesley		February 19, 2003		13,291.995	[PD243],[PD267],[PD361],[PD437],PD519
Dumas Holdings Inc.	Box 386 Teulon, MB R0C 3B0	September 30, 1998		53,167.97	[PD18],[PD98],[PD171],[PD293],[PD364],[PD475],PD517

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Elias, Peter	Box 418 Altona, MB R0G 0B0	September 30, 1998		26,583.98	[PD19],[PD99],[PD223],[PD291],[PD384],[PD466],[PD522]
Friesen, Dennis	P.O. Box 819 Arborg, MB R0C 0A0	September 30, 1998		8,506.9	[PD24],[PD103],[PD170],[PD289],[PD363],[PD451],[PD512]
Friesen, Erna	Box 819 Arborg, MB R0C 0A0	September 30, 1998		10,102.13	[PD26],[PD105],[PD169],[PD275],[PD362],[PD461],[PD511]
Frontier Turkey Farms Inc.	Box 433 Riverton, MB R0C 2R0	September 30, 1998		53,167.97	[PD27],[PD107],[PD213],[PD325],[PD391],[PD468],[PD507]
Glenn Sigvaldason & Jodine Sigvaldason, jointly	Box 796 Arborg, MB R0C 0A0	September 30, 1998		5,971.09	[PD71],[PD152],[PD237],[PD255],[PD296],[PD381],[PD464],[PD488]
Grimolfson, William	Box 187 Sandy Hook, MB R0C 2W0	September 30, 1998		10,633.46	[PD30],[PD109],[PD190],[PD280],[PD360],[PD462],[PD523]
Gundyco in Trust Burghard Wohlers RRSP Account No. 2T-AAQL-S		September 30, 1998	May 1, 2003	0	[PD75],[PD156],[PD235]
Gundyco in Trust for Gloria Wohlers RRSP Account No. 2T-AAQK-S		September 30, 1998	May 1, 2003	0	[PD76],[PD157],[PD159a],[PD234]
Henry and Claudia Hueging		December 30, 1999		51,890.66	[PD81],[PD116],[PD230],[PD274],[PD377],[PD474],[PD532]
Hueging, Claudia	Box 355 Arborg, MB R0C 0A0	September 30, 1998		13,291.99	[PD31],[PD111],[PD173],[PD273],[PD375],[PD472],[PD531]
Hueging, Frank A.	Box 17 Lake Francis, MB R0C 1T0	September 30, 1998		576,004.18	[PD33],[PD77],[PD78],[PD113],[PD222],[PD241],[PD254],[PD282],[PD386],[PD439],[PD505]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Hueging, Henry	Box 355 Arborg, MB R0C 0A0	September 30, 1998		13,291.99	[PD35],[PD114],[PD202],[PD281],[PD376],[PD473],PD530
Investorco ITF Douglas Bruce Account RRSP Acct#8W6054S	TD Waterhouse Canada Inc. 3/F, 77 Floor Street West Toronto, ON M5S 1M2	October 11, 2011		26,584.07	PD588
Investorco for Account Gerald Sigvaldason Account No. 2N1330S			August 8, 2002	0	PD158,[PD225]
Investorco in Trust for Abe Reimer		February 7, 2003	August 22, 2008	0	[PD246],[PD321],[PD409],[PD433],[PD549]
Investorco in Trust for Barney Sigvaldason RRSP Account No. 4H-5898-T		September 30, 1998		0	[PD69],[PD150],[PD180],[PD313],[PD399],[PD423],[PD550]
Investorco in Trust for Claudia Hueging RRSP Account No. 4H-2046-S	Box 355 Arborg, MB R0C 0A0	September 30, 1998	August 22, 2008	0	[PD32],[PD112],[PD188],[PD314],[PD395],[PD419],[PD548]
Investorco in Trust for Claudia Hueging RRSP Account No. 4H-2062-S	Box 17 Lake Francis, MB R0C 1T0	September 30, 1998	November 24, 1999	0	[PD34]
Investorco in Trust for Dennis Friesen RRSP Account No. 4H-2085-S	Box 819 Arborg, MB R0C 0A0	September 30, 1998	August 22, 2008	0	[PD23],[PD104],[PD191],[PD312],[PD400],[PD424],[PD535]
Investorco in Trust for Douglas Bruce RRSP Account No. 803063-S	200 Tache Ave. Winnipeg, MB R2H 1A7	September 30, 1998	October 11, 2011	0	[PD9],[PD89],[PD194],[PD326],[PD410],[PD487],[PD563]
Investorco in Trust for Erna Friesen RRSP Account No. 4H-2105-S	Box 819 Arborg, MB R0C 0A0	September 30, 1998		0	[PD25],[PD106],[PD189],[PD311],[PD402],[PD426],[PD536]
Investorco in Trust for Glenn Hilmar Johnson RRSP Account No. 4H-2066-S	Box 157 Komarno, MB R0C 1R0	September 30, 1998		0	[PD39],[PD118],[PD196],[PD310],[PD397],[PD421],[PD564]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Investorco in Trust for Henry Hueging RRSP Account No. 4H-2047-S	Box 355 Arborg, MB R0C 0A0	September 30, 1998	August 22, 2008	0	[PD36],[PD115],[PD187],[PD315],[PD396],[PD420],[PD547]
Investorco in Trust for Irwin Kornelsen and Rose Kornelson, jointly		February 19, 2003	August 22, 2008	0	[PD245],[PD323],[PD407],[PD431],[PD546]
Investorco in Trust for Jake Penner		February 7, 2003	August 22, 2008	0	[PD247],[PD322],[PD408],[PD432],[PD545]
Investorco in Trust for Jeff Barylski RRSP Account No. 4H-2254-S		September 30, 1998	August 22, 2008	0	[PD3],[PD84],[PD197],[PD316],[PD406],[PD430],[PD544]
Investorco in Trust for Leonard McKnight RRSP Account No. 4H-2223-S	Box 37 Balmoral, MB R0C 0H0	September 30, 1998	August 22, 2008	0	[PD49],[PD126],[PD186],[PD317],[PD405],[PD429],[PD543]
Investorco in Trust for Lorna Floyd RRSP Account No. 4H-1877-S		September 30, 1998	December 16, 2002	0	[PD21],[PD101],[PD192]
Investorco in Trust for Lorne Floyd RRSP Account No. 4H-1876-S	Box 606 Arborg, MB R0C 0A0	September 30, 1998	December 16, 2002	0	[PD22],[PD102],[PD193]
Investorco in Trust for Lydia Plett RRSP Account No. 4H-1861-S RSP	Box 14 Landmark, MB R0A 0X0	September 30, 1998	August 22, 2008	0	[PD58],[PD138],[PD182],[PD309],[PD394],[PD418],[PD537]
Investorco in Trust for Marino Sigvaldason RRSP Account No. 4H-2077-S		September 30, 1998		0	[PD73],[PD154],[PD181],[PD318],[PD398],[PD422],[PD542]
Investorco in Trust for Martha Dueck RRSP Account No. 4H-1927-S	P.O. Box 700 Arborg, MB R0C 0A0	September 30, 1998	March 19, 2002	0	[PD16],[PD97]
Investorco in Trust for Menno Plett RRSP Account No. 4H-1852-S	Box 14 Landmark, MB R0A 0X0	September 30, 1998	August 22, 2008	0	[PD59],[PD129],[PD183],[PD308],[PD393],[PD417],[PD538]
Investorco in Trust for Ron Barylski RRSP Account No. 4H-2173-S		September 30, 1998	August 22, 2008	0	[PD5],[PD86],[PD195],[PD319],[PD403],[PD427],[PD541]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Investorco in Trust for Shelly McKnight RRSP Account No. 4H-2222-S	Box 37 Balmoral, MB R0C 0H0	September 30, 1998	August 22, 2008	0	[PD50],[PD130],[PD184],[PD320],[PD404],[PD428],[PD540]
Investorco in Trust for William Grimolfson RRSP Account No. 4H-1845-S	Box 187 Sandy Hook, MB R0C 2W0	September 30, 1998	July 31, 2003	0	[PD29],[PD110],[PD216]
Investorco in Trust for Wilmer Loewen RRSP Account No. 4H-2096-S		September 30, 1998		0	[PD46],[PD185],[PD307],[PD401],[PD425],[PD539]
Johnson, Glenn Hilmar	Box 157 Komarno, MB R0C 1R0	September 30, 1998		2,658.52	[PD38],[PD119],[PD200],[PD277],[PD449],[PD486],[PD539]
Jordek Holdings Inc.	Box 184 Teulon, MB R0C 3B0	September 30, 1998		53,167.97	[PD40],[PD120],[PD206],[PD286],[PD367],[PD470],[PD504]
Kornelson, Rose and Irvin	Box 617 Arborg, MB R0C 0A0	September 30, 1998	March 19, 2002	0	[PD41],[PD121],[PD166],[PD244]
LaurentianBank in Trust for Lyle Cook RRSP Account No. 0277097 RRSP Account No. 0277097	Box 184 Arborg, MB R0C 0A0	September 30, 1998	March 19, 2002	0	[PD13],[PD93]
Loewen, George	Box 173 Riverton, MB R0C 2R0	September 30, 1998		0	[PD44],[PD124],[PD168],[PD263],[PD379],[PD482],[PD558]
Loewen, Katherine		January 7, 2008		26,583.98	PD565
Loewen, Wilmer		September 30, 1998		18,609.03	[PD45],[PD125],[PD203],[PD283],[PD358],[PD478],[PD526]
M.R.S.Trust I.T.F. Ronald E. Moroski M.R.S. Account #5585328	Box 126 Arborg, MB R0C 0A0	September 30, 1998		13,291.99	[PD53],[PD133],[PD233],[PD329],[PD388],[PD416],[PD556]
Martin, Robert	Box 504 Arborg, MB	September 30, 1998	March 19, 2002	0	[PD48],[PD128],[PD215]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Melanie Maksimyk & Elsie Letkeman, jointly	General Delivery Teulon, MB R0C 3B0	September 30, 1998		26,583.98	[PD47],[PD127],[PD236],[PD257],[PD378],[PD456],PD494
Moore, Gerry	31 Deerhorn Ave. Winnipeg, MB R2Y 0K2	September 30, 1998		54,231.25	[PD51],[PD131],[PD177],[PD264],[PD350],[PD453],PD497
Morley Sigvaldason & Roslyn Sigvaldason	P.O. Box 4124 Arborg, MB R0C 0A0	September 30, 1998		26,583.98	[PD74],[PD155],[PD176],[PD305],[PD380],[PD480],PD521
Moroski, Ron	Box 126 Arborg, MB R0C 0A0	September 30, 1998		0	[PD52],[PD132],[PD167],[PD278],[PD347],[PD457],[PD492]
Moroski, Ron and Moroski, Denise, joint holders	Box 126 Arborg, MB R0C 0A0	May 1, 2008		39,875.97	PD569
NBC Clearing Services Inc. in trust for RRSP Account 4A-B089-T (John Koslowsky)		March 19, 2002	September 23, 2005	0	[PD161],[PD259]
NBC Clearing Services Inc. in trust for RRSP Account 4A-B090-T (Helen Koslowsky)		March 19, 2002		126,540.2	[PD162],[PD260],[PD335],[PD338],[PD411],[PD551]
NBCN Clearing Inc. in Trust for Burghard Wholers A/C4AF985S		May 1, 2003		26,583.98	[PD249],[PD331],[PD355],[PD413],PD552
NBCN Clearing Inc. in Trust for Gerald Sigvaldason A/C 4E5GH3S		August 8, 2002		17,558.37	[PD253],[PD306],[PD356],[PD414],PD555
NBCN Clearing Inc. in Trust for Gloria Wohlers A/C 4AT581S		May 1, 2003		26,583.98	[PD248],[PD261],[PD357],[PD415],PD553
NBCN Clearing Inc. in Trust for William Grimolfson Account No. 4AB788S		July 31, 2003		15,950.51	[PD252],[PD332],[PD354],[PD412],PD554
NBCN Inc. ITF Abe Reimer A/C 11XNHYA	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.995	PD586

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
NBCN Inc. ITF Barney Sigvaldason A/C 11XB3VT	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		47,851.55	PD574
NBCN Inc. ITF Claudia Hueging A/C 11XHNGS	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.99	PD584
NBCN Inc. ITF Dennis Friesen A/C 11XK26S	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		4,785.1	PD571
NBCN Inc. ITF Erna Friesen A/C 11XNGTR	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		3,189.86	PD577
NBCN Inc. ITF Glenn Hilmar Johnson A/C 11XHXXS	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		23,925.47	PD578
NBCN Inc. ITF Henry Hueging A/C 11XHNWS	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.99	PD583
NBCN Inc. ITF Irwin Kornelson and Rose Kornelson, jointly A/C 11XKKYA	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.995	PD575
NBCN Inc. ITF Jake Penner A/C 11XNB9A		August 22, 2008		13,291.995	PD585
NBCN Inc. ITF Jeff Barylski A/C 11XNNRS		August 22, 2008		8,506.9	PD570
NBCN Inc. ITF Leonard McKnight A/C 11XH6S		August 22, 2008		13,291.99	PD581
NBCN Inc. ITF Lydia Plett A/C 11XN53R	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.99	PD579

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
NBCN Inc. ITF Marino Sigvaldason A/C 11XFY7S	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		47,851.55	PD573
NBCN Inc. ITF Menno Plett A/C 11XFXQS	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.99	PD582
NBCN Inc. ITF Ron Barylski A/C 11XNB3S	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		4,785.1	PD572
NBCN Inc. ITF Shelly McKnight A/C 11XHYGS	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		13,291.99	PD580
NBCN Inc. ITF Wilmer Loewen A/C 11XBITS	904 - Securities Administration (Transfer) 1410 - 1010, de la Gauchetiere St. West Montreal, QC H3B 5J2	August 22, 2008		7,974.95	PD576
Nesbitt Burns I/t for Martha Dueck RRSP Account No. 550-25996-15	BMO Nesbitt Burns Inc. P.O. Box 150 - 35th Floor, 1 First Canadian Place Toronto, ON M5X 1H3	March 19, 2002		23,925.47	PD239,[PD240],[PD334],[PD387],[PD483],PD534
Nesbitt Burns Inc. in trust for RRSP Account 55601625-12 (Helen Koslowsky)		September 30, 1998	October 30, 2000	0	[PD42],[PD122]
Nesbitt Burns Inc. in trust for RRSP Account 55601626-11 (John Koslowsky)		September 30, 1998	October 15, 2000	0	[PD43],[PD123]
Northern Genetics Inc.	Box 54 Balmoral, MB R0C 0H0	September 30, 1998	May 19, 2007	0	[PD54],[PD134],[PD208],[PD288],[PD374],[PD455],[PD560]
Orbanski Ventures	Box 1081 Arborg, MB R0C 0A0	September 30, 1998		53,167.97	[PD55],[PD135],[PD207],[PD287],[PD346],[PD479],PD499

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Palsson, Victor B.	Box 789 Arborg, MB R0C 0A0	September 30, 1998		53,167.97	[PD56],[PD136],[PD174],[PD292],[PD372],[PD459],PD528
Persoage, Michael E.	Box 213 Teulon, MB R0C 3B0	September 30, 1998		26,583.98	[PD57],[PD137],[PD172],[PD268],[PD336],[PD469],PD516
RAM Farms	Box 95 Arborg, MB R0C 0A0	September 30, 1998		53,167.97	[PD61],[PD141],[PD201],[PD285],[PD382],[PD438],PD525
RMD Holdings		September 30, 1998		53,167.97	[PD64],[PD144],[PD224],[PD266],[PD365],[PD485],PD500
Robert Green & Betty Green, jointly	Box 339 Fisher Branch, MB R0C 0Z0	September 30, 1998		53,167.97	[PD28],[PD108],[PD232],[PD276],[PD353],[PD463],PD495
Robert Martin and Ellen Martin		December 13, 2002		53,167.97	[PD242],[PD279],[PD369],[PD465],PD513
Saluki Holdings Ltd.	P.O. Box 88 Balmoral, MB R0C 0H0	September 30, 1998		26,583.98	[PD65],[PD145],[PD204],[PD258],[PD373],[PD458],PD533
Sarkei Ventures Inc.	Box 207 Teulon, MB R0C 3B0	September 30, 1998		26,583.98	[PD66],[PD146],[PD220],[PD295],[PD385],[PD452],PD496
SBD Holdings		September 30, 1998		26,583.98	[PD67],[PD147],[PD178],[PD301],[PD370],[PD477],PD515
Scotia Capital ITF Lyle Cook	The Bank of Nova Scotia 40 King Street West, Lower Concourse Toronto, ON M5H 1H1	September 22, 2008		26,584.07	PD587
Sigvaldason Bros.		December 30, 1999		0	[PD79],[PD148],[PD217],[PD299],[PD348],[PD434],[PD520]

FULL NAME	RESIDENTIAL ADDRESS	DATE BECAME A SHAREHOLDER	DATE CEASED TO BE SHAREHOLDER	NUMBER OF ISSUED SHARES	SHARE CERTIFICATE NO(S)
Sigvaldason, Barney	Box 127 Arborg, MB R0C 0A0	September 30, 1998		5,317.06	[PD68],[PD149],[PD218],[PD302],[PD349],[PD442],PD514
Sigvaldason, Barney and Sigvaldason, Ethel, joint holders	Box 127 Arborg, MB R0C 0A0	March 1, 2008		12,886.2375	PD567
Sigvaldason, Gerald	Box 628 Arborg, MB R0C 0A0	September 30, 1998		9,025.62	[PD70],[PD151],[PD159],[PD179],[PD262],[PD345],[PD447],PD524
Sigvaldason, Grant and Sigvaldason, Tannis, joint holders	Box 73 Arborg, MB R0C 0A0	March 1, 2008		12,886.2375	PD568
Sigvaldason, Marino	Box 73 Arborg, MB R0C 0A0	September 30, 1998		5,317.06	[PD72],[PD153],[PD214],[PD300],[PD389],[PD435],PD509
Sigvaldson, Marino and Sigvaldason, Colleen, joint holders	Box 73 Arborg, MB R0C 0A0	March 1, 2008		25,772.475	PD566
The Puratone Corporation	P.O. Box 460 Niverville, MB R0A 1E0	September 30, 1998		947,629.73	[PD60],[PD80],[PD140],[PD160],[PD198],[PD251],[PD284],[PD383],[PD471],PD503
Victor Eyolfson, Pat Eyolfson, Tracy Eyolfson, Michelle Eyolfson & Owen Eyolfson, jointly	Box 899 Arborg, MB R0C 0A0	September 30, 1998		53,167.97	[PD20],[PD100],[PD231],[PD269],[PD390],[PD436],PD489

QB File No. CI 12-01-79231

**THIS IS EXHIBIT "8" REFERRED TO IN THE
AFFIDAVIT OF RAYMOND ALAN HILDEBRAND
SWORN BEFORE ME AT THE CITY OF WINNIPEG
IN THE PROVINCE OF MANITOBA
THIS 6TH DAY OF NOVEMBER, 2012**



A NOTARY PUBLIC
in and for the Province of Manitoba

Handwritten scribbles

Certificate of Registration	
Registered this date	JUL 24 1996
as No.	965933
I certify that the within instrument was registered in the	
MORDEN Land Titles Office and entered on	
Certificate of Title No.	A61663 , A61664
78507 <i>[Signature]</i>	For District Registrar
New Certificate of Title No.	

965933

Consent

LAND TITLES OFFICE
(MORDEN)
JUL 24 1996
MORDEN, MAN.

Handwritten signature

Handwritten note



Caveat

District of MORDEN

L T O U S E O N L Y	L.T. OFFICE
	PRE-CHECK
	FEE CHARGED
	DOCUMENT NUMBER

1. CAVEATOR(S) (include address and postal code)
 I (We), **HENRY EDWARD FUNK and LOIS FUNK, Box 100, Rosenfeld, MB. ROG IXO**
 claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting this interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED
 pursuant to the lease agreement dated July 15, 1996 for a period of ten years from January 1, 1997 with a right of renewal thereafter

(as set forth in an instrument hereto attached)

3. LAND (description)
 W 1/2 NW 1/4 23-3-1 WPM exc. thereout Public Drain Plan Nos. 293 MLTO, 338 MLTO and 1320 MLTO
 N 1/2 SE 1/4 22-3-1 WPM exc. thereout all mines and minerals as in Transfer No. 84147

TITLE NUMBER(S) A61663 and A61664 MORTGAGE NUMBER(S)
 * If additional room required, attach schedule

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE (include postal code)
3418295 MANITOBA LTD.
 P.O. Box 1450, Winkler, Manitoba R6W 4B4

* If additional room required, attach schedule

5. ADDRESS OF CAVEATOR(S) FOR SERVICE (include postal code)
 c/o Box 1150, Winkler, MB.

6. SIGNATURES OF CAVEATOR(S)
 1. That I (we) am (are) the within (Agent of or) Caveators) and the statements herein are true in substance and in fact.
 2. The said Caveator(s) ~~xxx~~ (have) a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarrassing any person.

Bruce D. Gregory
 Barrister & Solicitor
 Box 811 (Name)
 Morris, MB. ROG IXO
 (Name)

(Signature)
 (Signature)

DATE		
Y	M	D
96	07	15

7. EVIDENCE — FARM LANDS OWNERSHIP ACT S.M. 1992-83-84 C. 22 where applicable
 BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase

1. Declaration under the Farm Lands Ownership Act enclosed; or
~~2. THIS INSTRUMENT IS A VALID INSTRUMENT UNDER THE FARM LANDS OWNERSHIP ACT.~~
~~3. THIS INSTRUMENT IS A VALID INSTRUMENT UNDER THE FARM LANDS OWNERSHIP ACT.~~
~~4. THIS INSTRUMENT IS A VALID INSTRUMENT UNDER THE FARM LANDS OWNERSHIP ACT.~~
~~XXXXXX~~

* strike out inappropriate statement(s) and initial
 Bruce D. Gregory
 Barrister & Solicitor (Name)
 Box 811
 Morris, MB. ROG IXO
 (Name)
 Caveator or Agent

(Signature)
 (Signature)

DATE		
Y	M	D
96	07	15

8. INSTRUMENT PRESENTED FOR REGISTRATION BY, include address and postal code
GARY R. GILMOUR 325-8807
WIENS GILMOUR & Co.,
 564 Mountain Ave., Box 1150, Winkler, Manitoba R6W 4B2

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any instrument set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

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