22

Section A

Scotiabank

THE BANK OF NOVA SCOTIA 00018
BOX 1448 111-2ND AVENUE SOUTH
SASKATOON, SASKATCHEWAN, S7K 1K6
306-668-1400

RECEIVED JAN 2 1 2008

TOJYJ051-E/SDBNT 000001
METIS NATION-SASKATCHEWAN
SECRETARIAT INC
219 ROBIN CRESCENT
SASKATOON, SK
S7L 6M8

January 14, 2008

Safety Deposit Box:	No. 0001800928
Payment Arrangements:	Annual Billing
Due Date:	February 13, 2008
Amount Due:	$317.52 including applicable taxes*

Dear METIS NATION-SASKATCHEWAN
SECRETARIAT INC,

We are writing to remind you that your annual Safety Deposit Box rental payment is coming due.

For your convenience, payment can be made either by mail or directly at the branch. If you would like to establish an alternate method of payment now or for the future, please contact us at your earliest convenience.

If you've already made this payment or have made arrangements with us, please accept our thanks and disregard this notice.

We thank you for your business and look forward to hearing from you soon.

SASKATOON COMM.BKG. CENTRE & MAIN BRANCH
306-668-1400

* GST/HST registration #105 195598 RT

ch # 6551

Métis Nation
Saskatchewan

Year End Legal Bills

The following invoices are to be coded to HOLDCO - Due from Métis Nation Saskatchewan - Legal
No Payments to be issued at this time

	Invoice	Amount	Date
The W Law Group	95755	$ 9,689.67	31/05/2013
	96088	$ 465.15	28/06/2013
	97614	$ 8,975.60	30/10/2013
	98104	$ 396.32	03/12/2013
	98103	$ 3,434.39	03/12/2013
	98102	$ 7,499.29	03/12/2013
	98443	$ 6,449.21	31/12/2013
	98442	$ 5,156.29	31/12/2013
	98680	$ 339.45	28/01/2014
	98703	$ 198.00	30/01/2014
	98704	$ 123.76	30/01/2014
	98706	$ 233.10	30/01/2014
	98705	$ 8,409.05	30/01/2014
	98879	$ 11,649.45	12/02/2014
	99823	$ 1,780.42	02/05/2014
Total Owed To The W Law Group		$ 64,799.15	
WMCZ	61907	$ 8,964.56	15/05/2013
	62097	$ 543.09	31/05/2013
	62647	$ 321.86	30/06/2013
	62646	$ 321.86	30/06/2013
Total Owed To WMCZ		$ 10,151.37	

Approval _____
MNS President - Robert Doucette

Approval _____
MNS Treasurer - Louis Gardiner

Approval _____
MNS Secretary - May Henderson

Date: May 22/2014

231 Robin Crescent, Saskatoon SK S7L 6M8
Tel. (306) 343-8285 or 1-888-203-6959, Fax (306) 343-0171

McKERCHER LLP

RECEIVED 19 2015

March 4, 2015

Reply To: Douglas B. Richardson, Q.C.
Direct Dial: (306) 664-1338
Email: d.richardson@mckercher.ca

Assistant: Tanya Wiebe
Direct Dial: (306) 664-1323

Metis Nation of Saskatchewan
231 Robin Crescent
Saskatoon, SK S7L 6M8

ATTENTION: ROBERT DOUCETTE

Dear Sir

Re: Statement of Account

Please find enclosed herein our account for services rendered for the period ending February 28, 2015. We also enclose herein an additional report setting out the specifics of the work undertaken on this file.

We report this in accordance with our standard billing practices

Thank you for your instructions

Yours truly

McKercher LLP

Per:

Douglas B. Richardson, Q.C.

DBR/tmw
Enclosure

Our File Reference:
29920 2

McKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA

374 - Third Avenue South
Saskatoon, SK S7K 1M5
Phone # (306)653-2000
Fax # (306)653-2669
www.mckercher.ca

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

METIS NATION OF SASKATCHEWAN
231 Robin Crescent
Saskatoon SK S7L 6M8

Attention: President Robert Doucette

Date: February 28, 2015
Invoice No.: 208677
File Number: 29920.2/DBR
Client Number: 29920

GST NO.: R122399868

INVOICE SUMMARY

Total Fees	$825.00
Total Taxable Disbursements	3.12
Total GST	41.41
Total PST	41.25
Total Fees Disbursements & Taxes:	$910.78

IF PAYING BY CHEQUE PLEASE MAKE PAYABLE TO McKERCHER LLP.

YOU CAN NOW PAY YOUR INVOICE THROUGH ONLINE BANKING WITH MOST MAJOR BANKS. TO SET THIS UP ON YOUR BILL PAYMENTS, PLEASE USE THE CLIENT NUMBER, SHOWN ABOVE.

We prefer to receive payment by cheque or online banking, but if this is inconvenient, you can use MASTERCARD, VISA or AMERICAN EXPRESS to pay this invoice. Simply fill in the information below and return the same to our office.

CARD TYPE: VISA _____ MASTERCARD _____ AMEX _____

CARD NO: _____ EXPIRY DATE: _____

NAME OF CARDHOLDER (please print): _____

AMOUNT: _____ SIGNATURE: _____

PLEASE REMIT WITH CANADIAN FUNDS

A monthly late charge of 18% per annum will be applied to unpaid balance after 30 days.

McKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA

374 - Third Avenue South
Saskatoon, SK S7K 1M5
(306)653-2000
www.mckercher.ca

February 28, 2015

To: METIS NATION OF SASKATCHEWAN
231 Robin Crescent
Saskatoon SK S7L 6M8

Attention: President Robert Doucette

Invoice Number: 208677

Our File: 29920.2

RE: Gaming

Our Fee *(as per attached)*		$825.00
Taxable Disbursements		
Postage	$0.77	
Photocopies	$0.35	
Print Services	$0.30	
Telephone	$1.70	
		3.12
	Subtotal	$828.12
GST - 5.00% (# R122399868)		41.41
PST - 5.00%		41.25
Total		$910.78

This is our Account, per:

Douglas B. Richardson, Q.C.

A monthly late charge of 18% per annum will be applied to unpaid balance after 30 days.

McKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA

FEES

February 4, 2015	Telephone attendance with Senator Nora Cummings	
February 5, 2015	Meet with President Doucette/Senator Cummings	
February 5, 2015	Telephone attendance with Reeve Henry Gareaux	
February 20, 2015	Attend to reply/report to Minister on MP Clarke's attack	
TOTAL FEES		$825.00

McKERCHER LLP

RECEIVED FEB 0 5 2015

February 4, 2015

Reply To: Douglas B. Richardson, Q.C.
Direct Dial (306) 664-1338
Email d.richardson@mckercher.ca

Assistant Tanya Wiebe
Direct Dial: (306) 664-1323

Metis Nation of Saskatchewan
231 Robin Crescent
Saskatoon, SK S7L 6M8

ATTENTION: ROBERT DOUCETTE

Dear Robert:

Re: Statement of Account

Please find enclosed herein our account for services rendered for the period ending January 31, 2015. We also enclose herein an additional report setting out the specifics of the work undertaken on this file.

We report this in accordance with our standard billing practices.

Thank you for your instructions.

Yours truly,

McKercher LLP

Per:

Douglas B. Richardson, Q.C.

DBR/tmw
Enclosure

Our File Reference:
29920.2

PLEASE REPLY TO:

MCKERCHER LLP BARRISTERS & SOLICITORS
374 Third Avenue South Saskatoon, SK S7K 1M5 Canada
(306) 653-2000 (306) 653-2669
LEGAL OFFICES IN SASKATOON & REGINA

McKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA

374 - Third Avenue South
Saskatoon, SK S7K 1M5
Phone # (306)653-2000
Fax # (306)653-2669
www.mckercher.ca

REMITTANCE COPY
PLEASE REMIT WITH PAYMENT

METIS NATION OF SASKATCHEWAN
231 Robin Crescent
Saskatoon SK S7L 6M8

Attention: President Robert Doucette

Date: January 31, 2015
Invoice No.: 207606
File Number: 29920.2/DBR
Client Number: 29920

GST NO.: R122399868

INVOICE SUMMARY

Total Fees	$715.00
Total Taxable Disbursements	1.80
Total GST	35.84
Total PST	35.75
Total Fees Disbursements & Taxes:	$788.39

IF PAYING BY CHEQUE PLEASE MAKE PAYABLE TO McKERCHER LLP.

YOU CAN NOW PAY YOUR INVOICE THROUGH ONLINE BANKING WITH MOST MAJOR BANKS. TO SET THIS UP ON YOUR BILL PAYMENTS, PLEASE USE THE CLIENT NUMBER, SHOWN ABOVE.

We prefer to receive payment by cheque or online banking, but if this is inconvenient, you can use MASTERCARD, VISA or AMERICAN EXPRESS to pay this invoice. Simply fill in the information below and return the same to our office.

CARD TYPE: VISA _____ MASTERCARD _____ AMEX _____

CARD NO: _____ EXPIRY DATE: _____

NAME OF CARDHOLDER (please print): _____

AMOUNT: _____ SIGNATURE: _____

PLEASE REMIT WITH CANADIAN FUNDS

A monthly late charge of 18% per annum will be applied to unpaid balance after 30 days.

McKERCHER LLP

374 - Third Avenue South
Saskatoon, SK S7K 1M5
(306)653-2000
www.mckercher.ca

January 31, 2015

To: METIS NATION OF SASKATCHEWAN
231 Robin Crescent
Saskatoon SK S7L 6M8

Attention: President Robert Doucette

Invoice Number: 207606

Our File: 29920.2

RE: Gaming

Our Fee *(as per attached)*		$715.00
Taxable Disbursements		
Print Services	$0.30	
Postage	$1.15	
Photocopies	$0.35	
		1.80
	Subtotal	$716.80
GST - 5.00% (# R122399868)		35.84
PST - 5.00%		35.75
Total		$788.39

This is our Account, per:

Douglas B. Richardson, Q.C.

A monthly late charge of 18% per annum will be applied to unpaid balance after 30 days

McKERCHER LLP
LEGAL OFFICES IN SASKATOON & REGINA

To: METIS NATION OF SASKATCHEWAN
Invoice Number: 207606
Our File: 29920.2

FEES

03/12/14	Attend to direction/Louis Gardiner
03/12/14	Report to client
05/12/14	Report to client
05/12/14	Telephone attendance with Minister Reiter (2)
11/12/14	Attend to Ministerial call(s)/A. Currie
11/12/14	Report to client
21/01/15	Review published report

TOTAL FEES $715.00

MERCHANT LAW GROUP LLP

100 - 2401 Saskatchewan Dr
Regina Saskatchewan
Canada S4P 4H8

(306)359-7777
(306)522-3260

www.merchantlaw.com

Metis Nations of Saskatchewan
406 Jessop Ave.
Saskatoon, SK.

Date: February 02, 2015
Client No. 1001368
Bill Lawyer: George Balabanian

Account Reminder

Our records indicate that the following invoices are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice No.	Invoice Date	Invoice Amount	Amounts Applied to Date	Interest	Balance Owing
Re: (30410047) Litigation					
106428	September 18, 2013	$8,509.39	0.00	2,808.80	11,318.19
				Total Due :	**$11,318.19**

You need to contact our office and make payment arrangements. Please call (306) 359-7777.

MERCHANT
LAW GROUP LLP

100 - 2401 Saskatchewan Dr
Regina, Saskatchewan
Canada S4P 4H8

(306)359-7777
(306)522-3299

www.merchantlaw.com

Metis Nations of Saskatchewan
406 Jessop Ave.
Saskatoon, SK,

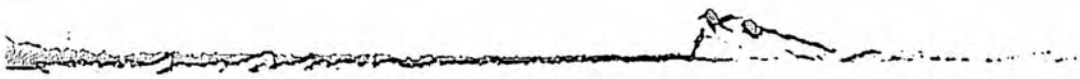
Date: September 03, 2014
Client No. 1001368
Bill Lawyer: George Balabanian

Account Reminder

Our records indicate that the following invoices are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice No.	Invoice Date	Invoice Amount	Amounts Applied to Date	Interest	Balance Owing
Re: (30410047) Litigation					
106428	September 18, 2013	$8,509.39	0.00	1,958.33	10,467.72
				Total Due :	**$10,467.72**

You need to contact our office and make payment arrangements. Please call (306) 359-7777.



MERCHANT
LAW GROUP LLP

2401 SASKATCHEWAN DRIVE REGINA CANADA S4P 4H8 TELEPHONE 306-359-7777 FACSIMILE 306-522-3299
VICTORIA • VANCOUVER • CALGARY • EDMONTON • REGINA • SASKATOON • MOOSE JAW • WINNIPEG • ST. CATHARINES • TORONTO • MONTREAL • NEW YORK

Toll Free: 1-877-359-7777

October 2, 2014

Metis Nations of Saskatchewan
231 Robin Cres.
Saskatoon, SK S7L 6M8

Dear Sir/Madam:

Re: File 30410047, Litigation

Your unpaid account with Merchant Law Group in the amount of $9,958.55 which includes accrued interest, has been outstanding since September 2013. Although we try to work with our clients and arrange orderly repayments, we are increasingly frustrated with your lack of cooperation. Your outstanding account is now twelve months overdue.

If you do not contact the writer by October 10, 2014 and arrange for payment, you will leave us with no choice but to forward your file to the Credit Bureau so as to commence formal collection proceedings.

Yours truly,

MERCHANT LAW GROUP LLP

Per:

Donald I.M. Outerbridge, B.A., B. Comm
Executive Director

cc: Jay Watson

MERCHANT
LAW GROUP LLP

100 - 2401 Saskatchewan Dr
Regina, Saskatchewan
Canada S4P 4H8

(306)359-7777
(306)522-3269

www.merchantlaw.com

REC

Metis Nations of Saskatchewan
406 Jessop Ave.
Saskatoon, SK.

Date: July 31, 2014
Client No. 1001368
Bill Lawyer: George Balabanian

Account Reminder

Our records indicate that the following invoices are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice No.	Invoice Date	Invoice Amount	Amounts Applied to Date	Interest	Balance Owing
Re: (30410047) Litigation					
106428	September 18, 2013	$8,509.39	0.00	1,768.09	10,277.48
				Total Due :	**$10,277.48**

You need to contact our office and make payment arrangements. Please call (306) 359-7777.

Rasmussen Rasmussen & Charowsky Legal Professional Corporation
barristers & solicitors
3301 College Avenue, Regina, SK S4T 1W3 tel: 306.525.8911 fax: 306.525.8912

March 10, 2015

Metis Nation – Saskatchewan
231 Robin Crescent
Saskatoon, Saskatchewan
S7L 6M8

Attention: Robert Doucette, President

Dear Sir:

Re: Outstanding Accounts – Demand for Payment

Beginning in September 2012, our office provided legal services with respect to acting as the complaints officer for the 2012 election. Our last invoice in this regard was provided on May 1, 2013. The total amount that remains outstanding is $13,472.80.

Past attempts to send reminder notices of these outstanding accounts to the registered office on file with ISC Corporate Registry have been returned to us marked "Moved/Unknown".

It is my hope that we can resolve this matter without the need for legal action. However, failure to respond to this letter will leave us no option but to pursue this matter in Court.

Sincerely,

Rasmussen Rasmussen & Charowsky
Legal Professional Corporation

per: MRasmussen

Merrilee Rasmussen, Q.C.

cc. MNS at 406 JESSOP AVENUE, SASKATOON, SK S7L6M8

Merrilee Rasmussen, QC, BA, LLB, MA, LLM merrilee@rrc-law.ca
Colin Rasmussen, BSc, MSc, PhD, LLB colin@rrc-law.ca
Zena Charowsky, BA (Hons), LLB, LLM zena@rrc-law.ca

Rasmussen Rasmussen & Charowsky Legal Professional Corporation
3301 College Avenue
Regina, Saskatchewan S4T 1W3 Canada

Telephone: (306) 525-8911 Fax: (306) 525-8912

Metis Nation - Saskatchewan
406 Jessop Avenue
Saskatoon, SK S7N 2S5 Canada

As at Aug 20, 2014
Interest Charge To Aug 20, 2014

REMINDER NOTICE

THIS ACCOUNT IS NOW OVERDUE

RE: MN-S 2012 Election complaints officer

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Feb -12-13	101984	1658	5,280.00	0.00	0.00	5,280.00	2.00%	> 120 days
May -01-13	101984	1763	8,192.80	0.00	0.00	8,192.80	2.00%	> 120 days
Totals			$13,472.80	$0.00	$0.00	$13,472.80		

Balance Due and Owing **$13,472.80**

the W LAW GROUP

Suite 300
110 - 21st Street East, Saskatoon, SK S7K 0B6
t.(306) 244-2242
f.(306) 652-0332

Metis Nation-Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK,
S7L 6M8
Attention: Mr. Robert Doucette

Printed: 10/19/2015

REMINDER STATEMENT

Our records indicated that the following invoice(s) are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice	Invoice Date	Invoice value	Paid to date	AR Write - Offs	Net Interest	Balance owing
(16555) Metis Nation-Saskatchewan Secretariat Inc.						
Re: (60) Advice - 2011						
95755	05/31/2013	9,689.67	0.00	0.00	2,679.13	12,368.80 CAD
Re: (74) Application for Injunction						
97614	10/30/2013	8,975.60	0.00	0.00	2,033.16	11,008.76 CAD
98103	12/03/2013	3,434.39	0.00	0.00	739.57	4,173.96 CAD
98705	01/30/2014	8,409.05	0.00	0.00	1,650.48	10,059.53 CAD
98879	02/12/2014	11,649.45	0.00	0.00	2,236.69	13,886.14 CAD
Re: (75) Application re: Bank of Nova Scotia and Royal Bank of Canada						
98102	12/03/2013	7,499.29	0.00	0.00	1,614.92	9,114.21 CAD
Re: (78) Application re: MNLA						
102008	10/31/2014	38,321.70	1,055.44	0.00	4,016.36	41,282.62 CAD
102391	11/28/2014	8,513.24	0.00	0.00	825.67	9,338.91 CAD
102727	12/29/2014	12,464.59	0.00	0.00	1,081.86	13,546.45 CAD
103521	02/28/2015	9,937.66	0.00	0.00	663.24	10,600.90 CAD
103871	03/31/2015	6,245.26	0.00	0.00	353.16	6,598.42 CAD
104282	04/30/2015	3,033.07	0.00	0.00	141.60	3,174.67 CAD
104685	05/29/2015	5,835.72	0.00	0.00	216.80	6,052.52 CAD
105234	06/30/2015	15,911.78	0.00	0.00	423.73	16,335.51 CAD
105587	07/28/2015	6,722.02	0.00	0.00	117.13	6,839.15 CAD
106079	08/31/2015	379.15	0.00	0.00	2.37	381.52 CAD
106503	09/30/2015	812.48	0.00	0.00	0.00	812.48 CAD
Re: (79) WMCZ Claim						
103525	02/28/2015	269.50	0.00	0.00	17.99	287.49 CAD
106078	08/31/2015	387.76	0.00	0.00	2.42	390.18 CAD
					Total due :	176,252.22 CAD

the W LAW GROUP

Suite 300
110 - 21st Street East, Saskatoon, SK S7K 0B6
t.(306) 244-2242
f.(306) 652-0332

RECEIVED JUL 22 2015

Robert Doucette
c/o 231 Robin Crescent
Saskatoon, SK,
S7L 6M8

Printed: 07/06/2015

REMINDER STATEMENT

Our records indicated that the following invoice(s) are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice	Invoice Date	Invoice value	Paid to date	AR Write - Offs	Net Interest	Balance owing
(20694) Robert Doucette						
Re: (1) Canada Student Loans						
87128	05/26/2011	2,402.36	400.00	0.00	1,143.67	3,146.03 CAD
88262	09/02/2011	348.35	0.00	0.00	157.24	505.59 CAD
90269	03/02/2012	177.54	0.00	0.00	69.52	247.06 CAD
					Total due :	3,898.68 CAD

For Credit Card payments, please complete and return:

Visa ____ MasterCard _____ Account Number _____ Security Code _____
Name _____ ExpiryDate _____
Invoices paying _____ Amount _____

Signature _____

If you require further information, please contact our office at t.306.244.2242/ f.306.652.0332/ email: info@wlawgroup.com.

Please disregard this notice if payment has already been made.

Thank you

The W Law Group

Suite 300
110 - 21st Street East, Saskatoon, SK S7K 0B6
t.(306) 244-2242
f.(306) 652-0332

The Metis Society of Saskatchewan Inc.
231 Robin Crescent
Saskatoon, SK,
S7L 6M8
Attention: Mr. Robert Doucette

Printed: 10/23/2015

REMINDER STATEMENT

Our records indicated that the following invoice(s) are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice	Invoice Date	Invoice value	Paid to date	AR Write - Offs	Net Interest	Balance owing
(21837) The Metis Society of Saskatchewan Inc.						
Re: (2) Corporate Matters						
103399	02/25/2015	401.30	0.00	0.00	27.71	429.01 CAD
					Total due :	429.01 CAD

For Credit Card payments, please complete and return:

Visa ____ MasterCard _____ Account Number _____ Security Code _____
Name _____ ExpiryDate _____
Invoices paying _____ Amount _____

Signature _____

If you require further information, please contact our office at t.306.244.2242/ f.306.652.0332/ email: info@wlawgroup.com.

Please disregard this notice if payment has already been made.

Thank you

The W Law Group

Suite 300
110 - 21st Street East, Saskatoon, SK S7K 0B6
t.(306) 244-2242
f.(306) 652-0332

RECEIVED MAR 16 2015

Provincial Metis Holdco Inc.
231 Robin Crescent
Saskatoon, SK,
S7L 6M8

Printed: 03/11/2015

REMINDER STATEMENT

Our records indicated that the following invoice(s) are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice	Invoice Date	Invoice value	Paid to date	AR Write - Offs	Net Interest	Balance owing
(26585) Provincial Metis Holdco Inc.						
Re: (1) Corporate Matters						
101415	09/12/2014	401.30	0.00	0.00	19.79	421.09 CAD
					Total due :	421.09 CAD

For Credit Card payments, please complete and return:

Visa ____ MasterCard ____ Account Number _____ Security Code _____
Name _____ ExpiryDate _____
Invoices paying _____ Amount _____

Signature _____

If you require further information, please contact our office at t.306.244.2242/ f.306.652.0332/ email: info@wlawgroup.com.

Please disregard this notice if payment has already been made.

Thank you

The W Law Group

the W LAW GROUP

Telephone: 306 244 [illegible]
Toll Free: 1 800 244 [illegible]
Facsimile: 306 [illegible]
Email: [illegible]

RECEIVED [illegible] 0 9 2015

Reply To: Randal C. Touet
rtouet@wlawgroup.com

May 5, 2015

Metis Nation-Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK S7L 6M8

Attention: President Robert Doucette

Dear Sir:

Re: Application re: MNLA
File No.: 16555.78-RCT

With reference to the above and in order to keep you fully apprised of your ongoing legal costs pertaining to the above-referenced matter, we take the liberty of enclosing herewith our Statement of Account for services rendered on the within file to May 29, 2015.

We trust that the enclosed Statement of Account will meet with your approval and we thank you for the continuing opportunity to be of service to you with respect to matters of this nature.

I remain,

Yours truly,

the W LAW GROUP

RANDAL C. TOUET
RCT/rj
Enclosure

Suite 300
110 - 21st Street East, Saskatoon, SK S7K 0B6
t 306.244.2242
f 306.652.0332
e info@wlawgroup.com
www.wlawgroup.com

SUMMARY
PLEASE REMIT WITH PAYMENT

29/05/15

Metis Nation-Saskatchewan Secretariat Inc.
231 Robin Crescent
Saskatoon, SK
Canada S7L 6M8

Invoice No.: 104685

Re: **Application re: MNLA**
Our File: 16555. 78- RCT

For professional services rendered up to and including 29/05/15:

Fees	$5,242.50
Taxable Disbursements	65.20
GST on Fees and Taxable Disbursements	265.39
PST on Fees and Taxable Disbursements	262.63
Total Invoice Amount	$5,835.72
Balance Forward from Previous Invoice(s) plus Interest	80,901.26
TOTAL AMOUNT NOW DUE	**$86,736.98**

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED

PAYMENTS MAY BE MADE BY VISA, MASTERCARD, INTERAC OR PLEASE MAKE CHEQUE PAYABLE TO THE W LAW GROUP
OUR REGISTRATION NUMBER IS 121614010RT001
OUR REGISTRATION NUMBER IS 1853761

30/04/15	Telephone Attendance President Doucette
07/05/15	Research re privileged communications and information in the workplace
07/05/15	Telephone Attendance Robert Doucette
08/05/15	Research litigation privilege
08/05/15	Consultation with Joanie Paquin
08/05/15	Telephone Attendance President Doucette
11/05/15	Telephone Attendance President Doucette
12/05/15	Telephone Attendance President Robert Doucette
18/05/15	Attendance on File Reviewed emails and issues related to non-quorum PMC meeting
19/05/15	Correspondence to QB
19/05/15	Attendance on File Reviewed emails from President Doucette et al
19/05/15	Telephone Attendance President Doucette & Treasurer Gardiner
20/05/15	Meeting with Randy, Jay
20/05/15	Consultation with Jay Seibel & Andrew Dickson
21/05/15	Document Preparation
22/05/15	Document Preparation
25/05/15	E-Mail to Robert
25/05/15	E-Mail to client
25/05/15	E-Mail from client
25/05/15	E-Mail to client
25/05/15	Document Amendment
25/05/15	Correspondence to client
25/05/15	Document Preparation
25/05/15	Document Amendment
25/05/15	Meeting with
25/05/15	Travel Time - filing and service
25/05/15	E-Mail from client

OUR FEE	**$5,242.50**	
Plus 5.00% GST	262.13	
Plus 5.00% PST	262.13	
TOTAL FEES PLUS TAX(ES)		**$5,766.76**

TAXABLE DISBURSEMENTS

Photocopying	55.20	
Court Run - Filing Fee	10.00	
TOTAL TAXABLE DISBURSEMENTS		**65.20**
Plus 5.00% GST on Taxable Disbursements		3.26
Plus 5.00% PST on Taxable Disbursements		0.50
TOTAL INVOICE AMOUNT		**$5,835.72**

Balance Forward from Previous Invoice(s) plus Interest	80,901.26
TOTAL AMOUNT NOW DUE	**$86,736.98**

THE W LAW GROUP

Randal C. Lonet

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

INTEREST WILL BE CHARGED AT THE RATE OF 12% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED

PAYMENTS MAY BE MADE BY VISA, MASTERCARD, INTERAC OR PLEASE MAKE CHEQUE PAYABLE TO THE W LAW GROUP
OUR TAX REGISTRATION NUMBER IS 121614010RT001
OUR TAX REGISTRATION NUMBER IS 1853761

Suite 300
110 - 21st Street East, Saskatoon, SK S7K 0B6
t.(306) 244-2242
f.(306) 652-0332

Provincial Metis Holdco Inc.
231 Robin Crescent
Saskatoon, SK,
S7L 6M8

Printed: 01/12/2015

REMINDER STATEMENT

Our records indicated that the following invoice(s) are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice	Invoice Date	Invoice value	Paid to date	AR Write - Offs	Net Interest	Balance owing
(26585) Provincial Metis Holdco Inc.						
Re: (1) Corporate Matters						
101415	09/12/2014	401.30	0.00	0.00	12.14	413.44 CAD
					Total due :	413.44 CAD

For Credit Card payments, please complete and return:

Visa ____ MasterCard _____ Account Number _____ Security Code _____
Name _____ ExpiryDate _____
Invoices paying _____ Amount _____

Signature _____

If you require further information, please contact our office at t.306.244.2242/ f.306.652.0332/ email: info@wlawgroup.com.

Please disregard this notice if payment has already been made.

Thank you

The W Law Group

Suite 500
110 - 21st Street East, Saskatoon, SK S7K 0B6
t.(306) 244-2242
f.(306) 652-0332

Provincial Metis Housing Corporation
231 Robin Crescent
Saskatoon, SK,
S7L 6M8

Printed: 09/12/2014

REMINDER STATEMENT

Our records indicated that the following invoice(s) are outstanding. As our invoices are due upon receipt, we kindly ask you to remit payment at this time.

Invoice	Invoice Date	Invoice value	Paid to date	AR Write - Offs	Net Interest	Balance owing
(28276) Provincial Metis Housing Corporation						
Re: (3) Corporate Matters						
100670	07/14/2014	411.30	0.00	0.00	4.06	415.36 CAD
					Total due :	415.36 CAD

For Credit Card payments, please complete and return:

Visa ____ MasterCard _____ Account Number _____ Security Code _____
Name _____ ExpiryDate _____
Invoices paying _____ Amount _____

Signature _____

If you require further information, please contact our office at t.306.244.2242/ f.306.652.0332/ email: info@wlawgroup.com.

Please disregard this notice if payment has already been made.

Thank you

The W Law Group

Statement of Account

LAWYERS

As at: Feb 19/15

Interest Charged to: Feb 19/15

Interest Rate: 19.56% per annum

To: Metis Nation - Saskatchewan

Address: 406 Jessop Ave
Saskatoon, SK S7N 2S5

Attention: Tyler Fetch

Dear Valued Client: We note that following invoices have an outstanding balance and are now overdue. We would appreciate receiving payment at your earliest convenience.

Outstanding Accounts

Date	File #	Inv. #	Amt. Billed	Amt. Paid	Interest	Amt. Due
May 15/13	17943	61907	$8,964.56	$0.00	-2,954.47	$11,919.03
May 31/13	17945	62097	$543.09	$0.00	$174.33	$717.42
Jun 30/13	17941	62646	$321.86	$0.00	$98.14	$420.00
Jun 30/13	17942	62647	$321.86	$0.00	$98.14	$420.00
		Totals:	$10,151.37	$0.00	$3,325.08	$13,476.45

Total Amount Outstanding: $13,476.45

WMCZ Legal Professional Corporation

Per: *Gary A. Meschishnick*

Please Return this Portion with Payment

Metis Nation - Saskatchewan Client Number: 8486 17942

Payment Amount: _____

Cheque Number: _____

VISA Number: _____ Expiry Date: _____
3 digit security number from back of credit card _____

Master Card Number: _____ Expiry Date: _____
3 digit security number from back of credit card _____

Signature: _____

RBC Royal Bank

E-FORM 203 (07/2007)
RETENTION-M

(FOR BANK USE ONLY)

S.R.F. No. 978-661-676
1031442

RESOLUTION REGARDING BANKING AND SECURITY

METIS NATION - SASKATCHEWAN SECRETARIAT INC. (the "Company")

Head Office: 219 ROBIN CRES
SASKATOON SK S7L 6M8

INCORPORATING STATUTE: The Metis Act

RESOLVED: _____

1. That ROYAL BANK OF CANADA (the "Bank") is appointed banker for the Company.

2. That Treasurer to sign with either the President or Vice-President is (are) authorized on behalf of the Company from time to time:

   (a) to withdraw or order transfers of funds from the Company's accounts by any means including the making, drawing, accepting, endorsing or signing of cheques, promissory notes, bills of exchange, other orders for the payment of money or other instruments or the giving of other instructions;

   (b) to borrow money and obtain other credit from the Bank in such amounts and on such terms as may be deemed appropriate, whether by loan, advance, overdraft or by any other means;

   (c) to mortgage, hypothecate, charge, pledge, convey, assign, transfer or create a security interest in any or all of the property, real and personal, immoveable and moveable, undertaking and rights of the Company, present and future, to secure the payment and performance of any or all of the present and future liabilities and obligations of the Company to the Bank;

   (d) to sign any agreements or other documents or instruments with or in favour of the Bank, including the Bank's general financial services agreement and contracts relating to products or services provided by the Bank to the Company;

   (e) to do, or to authorize any person or persons to do, any one or more of the following:

      (i) to receive from the Bank any cash or any securities, instruments or other property of the Company held by the Bank, whether for safekeeping or as security, or to give instructions to the Bank for the delivery or other transfer of any such cash, securities, instruments or other property to any person named in those instructions;

      (ii) to deposit with or negotiate or transfer to the Bank, for the credit of the Company, cash or any security, instrument or other property, and for those purposes to endorse (by rubber stamp or otherwise) the name of the Company, or any other name under which the Company carries on business, on any security or instrument;

      (iii) to instruct the Bank, by any means, to debit the accounts of third parties for deposit to the credit of the Company;

      (iv) to receive statements, instruments and other items (including paid cheques) and documents relating to the Company's accounts with or any service of the Bank (including any revisions to the Bank's rules and manuals of operation), and to settle and certify the Company's accounts with the Bank;

(v) to receive from the Bank any software and any security devices, including security cards, codes, and passwords, relating to electronic banking services or electronic communications between the Company and the Bank, and to determine and set the levels and limits of authority applicable to individual security devices; and

(f) generally to exercise all rights, powers and authorities which the board of directors of the Company may exercise under the authority of the Company's charter and by-laws and the laws governing the Company.

3. That the provisions contained in the Bank's general financial services agreement including, without limitation, the provisions concerning the binding effect of electronic communications received by the Bank from or in the name of the Company, are expressly approved.

4. That all instruments, instructions, agreements and documents made, drawn, accepted, endorsed or signed (under the corporate seal or otherwise) as provided in this Resolution and delivered to the Bank by any person, shall be valid and binding on the Company, and the Bank is hereby authorized to act on them and give effect to them.

5. That the Bank be furnished with:

(a) a copy of this Resolution; and

(b) a list of the names of the persons authorized by this Resolution to act on behalf of the Company, and with written notice of any changes which may take place in such list from time to time, and with specimens of the signatures of all such persons;

each certified by the **President** of the Company; and

(c) in writing, any authorization made under paragraph 2(e) of this Resolution.

6. That any document furnished to the Bank as provided for in paragraph 5 of this Resolution shall be binding upon the Company until a new document repealing or replacing the previous one has been received and duly acknowledged in writing by the branch or agency of the Bank where the Company has its account.

CERTIFICATE

The undersigned **President** of the Company hereby certifies that:

(a) the foregoing Resolution was duly passed by the directors of the Company and is still in full force and effect; and

(b) there are no provisions in the Memorandum of Association, Articles of Incorporation or other constating documents of the Company or in any of its by-laws or resolutions or in any unanimous shareholders's agreement that restrict or limit the powers of the Company, or the powers of the directors on behalf of the Company, to borrow money, to issue, reissue, sell or pledge debt obligations of the Company, to guarantee the obligations of others, to mortgage, charge, hypothecate, pledge or otherwise create a security interest in all or any of the property of the Company now owned or subsequently acquired to secure any obligations of the Company (including obligations under a guarantee), present or future, or that restrict or limit the power of the directors to delegate the powers referred to in the foregoing Resolution to one or more directors, officers or other persons.

DATED at Saskatoon, Sask., July 5, 2007
Month, Day, Year

President

SIGNATURE CARD

E-FORM 01791 (10/2006)

(FOR BANK USE ONLY)

Account No./S.R.F. No. 978-661-676
1031442

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

NAME OF ACCOUNT

SUNDRY INFORMATION

Gabriel Lafond to sign with one other

INSTRUCTIONS RE SIGNING OF CHEQUES

☐ Any to sign ☐ All to sign

NAME & TITLE	SIGNATURE
Gabriel Lafond **Treasurer**	
Robert Doucette **President**	
Allan Morin **Vice-President**	

BRANCH **MAIN BR - SASKATOON**
154 1ST AVE S
SASKATOON
SK S7K 1K2

DATE **July 5, 2007**
MONTH/DAY/YEAR

(FOR BANK USE ONLY)

INITIALS
Prepared By
smm

RBC Royal Bank

E-FORM 218 (2003/01)

(FOR BANK USE ONLY)

S.R.F. No.	978-661-676
1031442	

COMPANIES
LIST OF OFFICERS AND DIRECTORS

To: Royal Bank of Canada

I, the undersigned, President of

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

hereby certify that the following are its officers and directors, namely:

OFFICERS (Titles and Names)

President	Robert Doucette
Treasurer	Gabriel Lafond
Vice-President	Allan Morin

DIRECTORS

please see attached

Dated July 5, 2007

President Robert Doucette

(FOR BANK USE ONLY)

INITIALS	
Prepared By	Checked by
smm	

Form 218
Metis Nation – Saskatchewan Secretariat Inc.

COMPANIES
LIST OF OFFICES AND DIRECTORS

DIRECTORS

Robert Doucette
Louis Gardiner
Marlene Hansen
Helene Johnson
Billy Dean Kennedy
Pat Knudsen
Gabe Lafond
John Lafontaine
Karen Larocque
Darlen McKay
Bob McLeod
Allan Morin
Lennard Morin
Mavis Taylor
Bev Worsley

RBC Royal Bank

FORM 460 (Rev November/08)

ROYAL BANK OF CANADA LOAN AGREEMENT

DATE: April 23, 2009

BORROWER: METIS NATION - SASKATCHEWAN SECRETARIAT INC.	SRF: 978661676
ADDRESS(Street, City/Town, Province, Postal Code) 219 ROBIN CRES SASKATOON SK, S7L6M8	

Royal Bank of Canada (the **"Bank"**) hereby confirms to the undersigned (the **"Borrower"**) the following credit facilities (the **"Credit Facilities"**), banking services and other products subject to the terms and conditions set forth below and in the standard terms provided herewith (collectively the **"Agreement"**). The Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time.

CREDIT FACILITIES

Revolving demand facility in the amount of $20,000.00, available by way of Overdraft.
Business account # 1031442 Transit # 07378
Interest rate: RBP + 1.500% per annum. Interest payable monthly, in arrears, on the same day each month as determined by the Bank.

Variable rate term facility in the amount of $138,000.00. Interest payable monthly, in arrears, on the same day each period as determined by the Bank. All outstanding principal and interest is payable in full August 31, 2009. Interest rate: RBP + 1.650% per annum.

VISA business to a maximum of $20,000.00 governed by this Agreement and separate agreement(s) with the Bank. In the event of a conflict between agreements, the separate agreement(s) will govern.

SECURITY

Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the **"Security"**), shall include:

- Security agreement (chattel mortgage) signed by the Borrower constituting a first ranking security interest in revenues due or accruing due from funding agreement.

- Guarantee and postponement of claim in the amount of $20,000.00, signed by Provincial Metis Holdco. Inc., supported by assignment of cash collateral, certificates of deposits and/or marketable securities in the amount of $20,000.00, signed by Provincial Metis Holdco. Inc.

FEES

- Annual renewal fee of $100.00.
- Arrangement fee of $1,500.00 payable upon acceptance of this Agreement.
- Administration fee of $50.00 payable in arrears on the same day each month.

REPORTING REQUIREMENTS

The Borrower will provide to the Bank:
- Annual audited financial statements not later than 90 days after each fiscal year end.
- Such other financial operating statements and reports as and when the Bank may reasonably require.

OTHER INFORMATION REQUIREMENTS

a) Resolution authorizing redirection of all funding due from the Department of Indian Affairs and Northern Development, both under DIAND and designated as the Federal Interlocutor for Métis and Non-Status Indians, to the Bank with acknowledgements.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each Event of Default shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security. The term Event of Default has the meaning set out in the Loan Agreement Standard Terms (Form 472) and includes, without limitation, each of i) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement, ii) failure of the Borrower to observe any covenant, condition or provision contained in this Agreement or in any documentation relating hereto or to the Security and iii) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable.

BUSINESS LOAN INSURANCE PLAN

This group creditor insurance program, underwritten by Sun Life Assurance Company of Canada, is offered to borrowers and provides life and disability insurance on eligible owner(s)/partner(s)/management of the Borrower for the Borrowings. To apply for this insurance, a Business Loan Insurance Plan Application (form 3460) must be completed for each proposed insured. This plan is subject to terms, conditions, exclusions and eligibility restrictions. Please see the Business Loan Insurance Plan Certificate of Insurance for full details. Business Loan Insurance Plan premiums, if applicable, are taken with your scheduled loan payments. In the case of blended payments of principal and interest, as premiums fluctuate based on various factors such as, by way of example, the age of the insured and changes to the insured loan balance, a part of the premium payment may be deducted and taken from the scheduled blended loan payment with the result that the amortization period may increase in the case of any such loan to which this coverage applies. Refer to the Business Loan Insurance Plan application (form 3460) for further explanation and disclosure.

The Borrower(s), by signing below, acknowledges that life and disability insurance for Borrowings was offered under the Business Loan Insurance Plan, and that:

( ) Any applications for this Insurance have been made and may be subject to approval, as outlined in the Certificate of Insurance which the Borrower has received
(X) The offer of insurance has been waived
( ) The owner(s)/partner(s)/management of the Borrower(s) are ineligible for this insurance (under 18 or over age 64), or the credit facilities, banking services or other products provided for in this Agreement are not eligible for this insurance.
( ) The Borrowings currently have Business Loan Insurance Plan coverage, and no increase in coverage has been requested.

If there are any discrepancies between the insurance information above, and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

STANDARD TERMS

The following standard terms have been provided to the Borrower:

[X] Form 472 (11/2008) Royal Bank of Canada Loan Agreement - Standard Terms
[ ] Form 473 (10/2008) Royal Bank of Canada Loan Agreement - Margined Account Standard Terms
[ ] Form 475 (09/2006) Royal Bank of Canada Loan Agreement - Financial Covenants Standard Terms
[ ] Form 476 (09/2006) Royal Bank of Canada Loan Agreement - FEF Contract Standard Terms

ACCEPTANCE

This Agreement is open for acceptance until May 22, 2009, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: _____
Name: Chris Sicotte
Title: Account Manager
Phone: (306) 933-3509

CONFIRMATION & ACCEPTANCE

The Borrower (i) confirms that it has received a copy of the Royal Bank of Canada Loan Agreement Standard Terms, form 472 (11/2008), as well as all other standard terms which are hereinabove shown as having been delivered to the Borrower, all of which are incorporated in and form an integral part of this Agreement; and (ii) accepts and agrees to be bound by the terms and conditions of this Agreement including all terms and conditions contained in such standard terms. Confirmed, accepted and agreed this 29th day of April, 2009.

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

Per: _____
Name: Gabe Lafond
Title: Treasurer

Per: _____
Name: Allan Morin
Title: Vice President

Per: _____
Name: Robert Doucette
Title: President

Rene Thomson

ROYAL BANK OF CANADA LOAN AGREEMENT – STANDARD TERMS FORM 472 (Rev Nov /08)

The following set of standard terms is deemed to be included in and forms an integral part of the Royal Bank of Canada Loan Agreement which refers to standard terms with this document version date, receipt of which has been duly acknowledged by the Borrower. Terms defined elsewhere in this Agreement and not otherwise defined below have the meaning given to such terms as so defined. The Borrower agrees with the Bank as follows:

GENERAL

This Agreement replaces, without novation, any existing credit or loan agreement between the Borrower and the Bank and any amendments thereto, (other than existing agreements for Other Facilities). Any credit facility existing under any such credit or loan agreement which is secured by security under section 427 of the *Bank Act* (Canada) (or any successor to such provision) is deemed to be continued and renewed, without novation, under the Credit Facilities Any amount owing by the Borrower to the Bank under any such credit or loan agreement is deemed to be a Borrowing under this Agreement. This Agreement is in addition to, and not in replacement of, agreements for Other Facilities. Any and all Security that has been delivered to the Bank in connection with any credit or loan agreement that is replaced hereby and which is included as Security in this Agreement shall remain in full force and effect, is expressly reserved by the Bank and shall apply in respect of all obligations of the Borrower under the Credit Facilities. The Bank expressly reserves all Security granted to the Bank by the Borrower to secure the Borrower's existing debt towards the Bank, should the execution of this Agreement effect a novation of said debt. Unless otherwise provided, all dollar amounts are in Canadian currency.

CONDITIONS PRECEDENT

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

a) a duly executed copy of this Agreement;
b) the Security provided for herein, in form and substance, and executed and registered to the satisfaction of the Bank;
c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

AVAILABILITY

Revolving demand facilities: The Borrower may borrow, convert, repay and reborrow up to the amount of each revolving demand facility (subject to Margin where applicable) provided each facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time.

Term facilities: The Borrower may borrow up to the amount of each term facility provided these facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of these facilities at any time and from time to time.

LOAN REVOLVEMENT

If the Credit Facilities include a revolving demand facility by way of RBP and/or RBUSBR based loans, the Borrower authorizes the Bank daily or otherwise as and when determined by the Bank to ascertain the position of any account herein specified, and:

a) if such position is a debit balance the Bank may, subject to the revolving increment requirement and minimum retained balance specified in this Agreement, make available a Borrowing under the applicable facility in the applicable currency and the proceeds of such Borrowing shall be applied to such debit balance;
b) if such position is a credit balance, the Bank may, subject to the revolving increment requirement and minimum retained balance specified in this Agreement apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding under the applicable facility in the applicable currency;
c) if such position is a credit balance, where this facility is indicated to be Borrower revolved, the Bank will apply repayments on such facility only if so advised and directed by the Borrower.

REPAYMENT

a) Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in or pursuant to this Agreement and shall be paid in the currency of the Borrowing. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day.
b) Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.
c) In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand including, without limitation, an amount equal to the face amount of all LCs and LGs, if applicable, which are unmatured or unexpired, which amount shall be held by the Bank as security for the Borrower's obligations to the Bank in respect of such Borrowings.
d) Where any Borrowings are repayable by scheduled blended payments of principal and interest, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding with any balance of such Borrowings being due and payable as and when specified in this Agreement. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be.
e) Borrowings repayable by way of scheduled payments of principal plus interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement.
f) Without limiting the right of the Bank to terminate or demand payment of or to cancel or restrict availability of any unused portion of any revolving demand tender loan facility, Borrowings by way of tender loans shall be repaid (i) if the tender is not accepted, by returning the relevant certified cheque to the Bank for cancellation or (ii) if the tender is accepted, by returning the relevant certified cheque once performance bonds are arranged. In the event such certified cheque is presented for payment, the amount of the certified cheque will be converted to an RBP based loan with an interest rate of RBP plus 5% per annum.
g) Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.
h) Any amount that is not paid when due hereunder shall bear interest until paid at the rate of RBP plus 5% per annum or, in the case of an amount in US currency if applicable, RBUSBR plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity, demand and judgement.
i) In the case of any Variable rate term facility or any Fixed rate term facility ("Term Facility"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("Renewal Letter") to the Borrower setting out the terms upon which the Bank is prepared to extend the Term Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Term Facility is not repaid on or before the maturity date, then at the Bank's option the Term Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings under any term facility are by way of RBP and/or RBUSBR based loans, the Borrower may prepay such Borrowings in whole or in part at any time without fee or premium. Where Borrowings under any term facility are at a fixed interest rate, provided an Event of Default shall not

have occurred and be continuing, the Borrower may prepay such Borrowings on a non-cumulative basis up to the percentage indicated in this Agreement of the outstanding principal balance on the day of prepayment, without fee or premium, once per year during the 12 month period from each anniversary date of the Borrowing. Prepayments greater than the amounts provided for herein may be made only with the prior written consent of the Bank and will be subject to a prepayment fee determined by the Bank, in its sole discretion. The prepayment of any Borrowings under a term facility will be made in the reverse order of maturity.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "Accounts") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

CALCULATION AND PAYMENT OF INTEREST AND FEES

a) The Borrower shall pay interest on each Overdraft, RBP and/or RBUSBR based loan monthly in arrears on the same day of each month as determined by the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
b) The Borrower shall pay interest on each fixed and/or variable rate term facility in arrears at the applicable rate on such date as agreed upon between the Bank and the Borrower. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days.
c) The Borrower shall pay a LC and/or LG fee on the date of issuance of any LC and/or LG calculated on the face amount of the LC and/or LG issued, based upon the number of days in the term and a year of 365 days. If applicable, fees for LCs and/or LGs issued in US currency shall be paid in US currency.
d) Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity, demand and judgement.
e) The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.
f) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

EXPENSES, ETC.

The Borrower agrees to pay the Bank all fees, as stipulated in this Agreement. The Borrower also agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with preparation, negotiation and documentation of this Agreement and any Security and the operation, enforcement or termination of this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its maturity date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

a) will pay all sums of money when due under the terms of this Agreement;
b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security, or in the case of any term facility, an Event of Default;
c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
d) if a corporation or partnership, will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
e) will comply with all Applicable Laws, including, without limitation, all Environmental Laws;
f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower;
g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under this Agreement;
h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
i) will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
j) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
k) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
l) if a corporation or partnership will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;
m) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets;
n) will permit the Bank or its representatives, from time to time, to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information and discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower.
o) will accelerate the repayment of Borrowings under any term facility used for the purpose of purchasing quota and/or any such Borrowings supported by an assignment of quota as Security, to match the remaining period of the operation of the quota system in the event the World Trade Organization or other governing body rule to force a significant reduction or elimination of the quota system as presently structured
p) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

GENERAL INDEMNITY
The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any Event of Default or breach of any term or condition of this Agreement or any Security by the Borrower (whether or not constituting an Event of Default), ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower and iv) the breach of or non compliance with any Applicable Law by the Borrower.

AMENDMENTS AND WAIVERS
No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security shall operate as a waiver thereof.

SUCCESSORS AND ASSIGNS
This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank.

GAAP
Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles in effect from time to time, applied on a consistent basis from period to period. Any change in accounting principles or the application of accounting principles, including, without limitation, the use of differential reporting (or any changes to the selection of differential reporting options) is only permitted with the prior written consent of the Bank.

SEVERABILITY
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

DEFAULT BY LAPSE OF TIME
The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower in default thereof.

SET-OFF
The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

CONSENT OF DISCLOSURE
The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

JOINT AND SEVERAL / SOLIDARY
Where more than one Person is liable as Borrower, for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidary) with each other such Person.

EVENTS OF DEFAULT
Each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
b) failure of the Borrower to observe any covenant, condition or provision contained in this Agreement or in any documentation relating hereto or to the Security;
c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership structure or composition or operation of the Borrower, or any Guarantor if applicable;
f) if any representation or warranty made by the Borrower in any document relating hereto or under any Security shall be false in any material respect; or
g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

LETTERS OF CREDIT AND/OR LETTERS OF GUARANTEE
Borrowings made by way of LCs and/or LGs will be subject to the following terms and conditions:

a) each LC and/or LG shall expire on a Business Day and shall have a term of not more than 365 days;
b) at least 2 Business Days prior to the issue of an LC and/or LG, the Borrower shall execute a duly authorized application with respect to such LC and/or LG and each LC and/or LG shall be governed by the terms and conditions of the relevant application for such contract. If there is any inconsistency at any time between the terms of this Agreement and the terms of the application for LC and/or LG, the terms of the application for the LC and/or LG shall govern; and
c) an LC and/or LG may not be revoked prior to its expiry date unless the consent of the beneficiary of the LC and/or LG has been obtained
d) LC and/or LG fees and drawings will be charged to the Borrower's accounts.

EXCHANGE RATE FLUCTUATIONS
If, for any reason, the amount of Borrowings outstanding under any facility, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

LANGUAGE
The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT
This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the Province in which the branch of the Bank, which is the Borrower's branch of account, is located, and the laws of Canada applicable therein, as the same may from time to time be in effect. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

NOTICES
Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

ELECTRONIC MAIL AND FAX TRANSMISSION
The Bank is entitled to rely on any report or certificate provided to the Bank by the Borrower by way of electronic mail or fax transmission as though it were an originally signed document. The Bank is further entitled to assume that any communication from the Borrower received by email or fax transmission is a reliable communication from the Borrower.

DEFINITIONS
For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility and all such usages outstanding at any time are "Borrowings";

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday in Canada or any Province thereof, or a day on which banking institutions are closed throughout Canada;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Letter of Credit" or **"LC"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of paying suppliers of goods;

"Letter of Guarantee" or **"LG"** means a documentary credit issued by the Bank on behalf of the Borrower for the purpose of providing security to a third party that the Borrower or a person designated by the Borrower will perform a contractual obligation owed to such third party;

"Margin" or **"Margined"** means that the availability of Borrowings under the credit facilities will be based on the Borrower's level of accounts receivable, inventory and Potential Prior Ranking Claims as determined by reference to regular reports provided to the Bank by the Borrower;

"Overdraft" means advances of credit by way of debit balances in the Borrower's current account;

"Other Facilities" means credit facilities that the Borrower has with the Bank other than and in addition to as provided under this Agreement. Other Facilities are constituted under separate agreements between the Borrower and the Bank and are governed by this Agreement and such separate agreements. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will prevail. Other Facilities may include but are not limited to Canada Small Business Financing Loans, Farm Improvement and Marketing Cooperative Loans, Leases and Royfarm Mortgage Loans. Other Facilities do not include Visa even though Visa facilities are constituted under separate agreements;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"RBUSBR" and **"Royal Bank US Base Rate"** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"US" means United States of America.

RBC Royal Bank®

M. J. (Marlene) Starenky
Manager, Special Loans and Advisory Services
Ph: (403) 292-3023
Fax: (403) 292-3019

Lower Plaza, 339 - 8th Ave., SW
Calgary, Alberta
T2P 1C4

February 17, 2016

METIS NATION - SASKATCHEWAN SECRETARIAT INC.
231 Robin Crescent
Saskatoon, SK
S7L 6M8

Email: lgardiner@mn-s.ca
Email : rdoucette@mn-s.ca

Attention: Mr. Robert Doucette and Mr. Louis Gardiner

Dear Robert and Louis,

Re: Transfer of Account Management to Special Loans Group
METIS NATION - SASKATCHEWAN SECRETARIAT INC. File # 978661676

It appears to the Bank that the Company is experiencing financial difficulties. The Bank's impression is based on Company's inability to meet the conditions to which form part of the Companies agreement with the bank.

To the extent these difficulties exist, the Company's risk profile has deteriorated. Accordingly, management of your account has been re-assigned to Special Loans and Advisory Services and an **Agent of the Bank** who will contact you shortly to discuss full repayment of all credit facilities in short order.

Due to the higher risk and additional administration now attached to your account the Bank will be reviewing the rates and fees being charged.

Any costs incurred by the Bank on account of its professional advisors will be for the Company's account and will be charged to the Company's Current Account from time to time. We will provide you with copies of these invoices upon request.

We remind you that your account(s) and/or loans are to continue to operate and repay as agreed and any cheques or debits presented on account(s) will be returned NSF, without notice to you, if such cheques and/or debits may cause an excess.

Yours truly,

M. J. (Marlene) Starenky
Manager, Special Loans and Advisory Services

AGENCY APPOINTMENT

The Royal Bank of Canada, (hereinafter called the "Bank"), as the holder of a Security Agreement (Accounts Receivable) dated April 5, 2004 and a General Security Agreement dated January 5, 2010, of Metis Nation – Saskatchewan Secretariat Inc., hereinafter called the ("Company"), and pursuant to the powers conferred by the Security Agreement and General Security Agreement and all other powers it so enabling does hereby appoint BDO Canada Limited ("BDO") to the Bank's agent with power, inter alia, to take possession of the undertaking property and assets of the Company Charged by the said Security Agreement and General Security Agreement and to sell, concur in selling or otherwise realize on the whole or any part of such undertaking and property and assets. and to exercise all or any of the rights or powers of the Bank as the Holder of the Security Agreement and General Security Agreement.

DATED at Toronto, Ontario this 29 Day of February, 2016

Royal Bank of Canada

By
Carmen Ng-Tang, Manager Special Loans

BDO hereby consents to the foregoing appointment as Agent of the Bank for the purpose of realizing on the undertaking and property of Metis Nation – Saskatchewan Secretariat Inc., and hereby agrees to act as such Agent in accordance with the terms thereof.

DATED at Hamilton, Ontario this 29 Day of February, 2016.

BDO CANADA LIMITED

By
Christopher Mazur, Senior Vice President

METIS NATION – SASKATCHEWAN SECRETARIAT INC

LOAN AGREEMENT

DATED APRIL 23 2012

DATE SIGNED MAY 3 2012

SIGNED BY ROBERT DOUCETTE &

LOUIS GARDINER

FOR

METIS NATION – SASKATCHEWAN SECRETARIAT INC

Royal Bank of Canada
Commercial Financial Services
2010 11th Ave - 2nd Floor
Regina, Saskatchewan S4P 0J3
Tel.: 306-780-2500
Fax: 306-780-2523

April 23, 2012

Private and Confidential

METIS NATION - SASKATCHEWAN SECRETARIAT INC.
406 Jessop Avenue
Saskatoon, Saskatchewan
S7N2S5

We refer to the agreement dated June 25, 2010 and any amendments thereto, between Metis Nation - Saskatchewan Secretariat Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the **"Agreement"**).

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or event of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Credit Facilities section, Facility #1 is amended by deleting "$200,000.00" and by substituting "$300,000.00".

CONDITIONS PRECEDENT
The effectiveness of this amending agreement is conditional upon receipt of a duly executed copy of this amending agreement;

COUNTERPART EXECUTION
This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until May 25, 2012, after which date it will be null and void, unless extended in writing by the Bank.

SRF # 978661676

ROYAL BANK OF CANADA

Per: _____
Name: Thomas Benjoe
Title: Account Manager

/mh

Agreed to and accepted this 3 day of May, 2012.

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

Per: _____
Name: ROBERT DOUCETTE
Title: PRESIDENT

Per: _____
Name: Louis Gardner
Title: Treasurer

I/We have the authority to bind the Borrower

Section B

Please put
colored sheet
in
between each
and on
cover sheet like this
itemize each sheet

ex: 1) MNP- INVOICE 2012 election

RECD 2014

MNP LLP

August 31, 2014

00001280+
Dusty Ernewein
Metis Nation Saskatchewan
406 Jessop Avenue
Saskatoon, SK S7N 2S5

Statement of Account

Dear Allan Morin:

Client Account #0468685 Total Due $ 80,380.11

November 26, 2012	Invoice #6598939-Fifth progress bill post elect	$47,892.50
December 12, 2012	Invoice #6610095 Judicial Recount	$32,487.61
August 31, 2014	Balance Due	$80,380.11

Please note that this statement reflects payments received up to and including August 31, 2014. Any payment(s) received after this date will be reflected on your next statement. Payment can be made online at most financial institutions. Please reference client #0468685 when making your payment.

If you have any questions concerning this statement or need copies of any listed invoices, please contact us at the number below.

Yours truly,

MNP

ROYAL BANK OF CANADA
705 CENTRAL AVE
SASKATOON SK
S7N 3A4 09902

TEL: (800) 769-2520
FAX: (306) 933-3512

Investment Account
Withdrawal Confirmation

January 21, 2009

000247

METIS NATION - SASKATCHEWAN
219 ROBIN CRES
SASKATOON SK
S7L 6M8

Account Number:	00900150662
Investment Number:	0001
Ownership:	Sole Owner

Withdrawal Details

Royal Bank of Canada

The Prime-Linked Cashable GIC

Date Withdrawn	21 Jan 2009
Amount Withdrawn	200,000.00
Interest Rate	Variable
Interest Paid	297.26
Net Amount: Credit Account 07378-1031442	200,297.26
Remaining Balance	300,000.00

Additional Investment Holders/Special Instructions/Other Information

RECEIVED FEB 0 3 2009

METIS NATION – SASKATCHEWAN SECRETARIAT INC

LOAN AGREEMENT

DATED APRIL 15 2011

DATE SIGNED MAY 2 2011

SIGNED BY ROBERT DOUCETTE &

ALLAN MORIN

FOR

METIS NATION – SASKATCHEWAN SECRETARIAT INC

Royal Bank of Canada
Commercial Financial Services
2010 11th Avenue
Regina, SK S4P 0J3
Tel.: 306-780-2500
Fax: 306-780-2523

April 15, 2011

Private and Confidential

METIS NATION - SASKATCHEWAN SECRETARIAT INC.
406 Jessop Avenue
Saskatoon, SK
S7N 2S5

We refer to the agreement dated June 25, 2010 and any amendments thereto, between Metis Nation - Saskatchewan Secretariat Inc., as the Borrower, and Royal Bank of Canada, as the Bank, (the "**Agreement**").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or events of default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or event of default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Under the Credit Facilities section, Facility #1 is amended by deleting "$50,000.00" and by substituting "$200,000.00".

2. Under the Security section, paragraph (d) is added as follows:

   d) Letter of undertaking signed by the Borrower confirming that all funding payments will be remitted to the Bank until all Borrowings owing the Bank are paid in full.

3. Under the Terms and Conditions, the Repayment section is amended by adding the following and inserting it at the end of the first paragraph:

   For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

CONDITIONS PRECEDENT
The effectiveness of this amending agreement is conditional upon receipt of:

a) a duly executed copy of this amending agreement;
b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;

* Registered Trademark of Royal Bank of Canada

c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;
e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

AMENDMENT FEE
A non-refundable amendment fee of $150.00 is payable by the Borrower upon acceptance of this amending agreement.

COUNTERPART EXECUTION
This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

This amending agreement is open for acceptance until May 20, 2011, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per:
Name: Thomas Benjoe
Title: Account Manager

/aa

Agreed to and accepted this 2 day of May 2011.

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

Per: x
Name: ROBERT G. DOUCETTE
Title: PRESIDENT.

Per: x
Name: Louis Gardiner
Title: TREASURER.

I/We have the authority to bind the Borrower

METIS NATION – SASKATCHEWAN SECRETARIAT INC

LOAN AGREEMENT

DATED JUNE 25 2010

DATE SIGNED JULY 7 2010

SIGNED BY ROBERT DOUCETTE &

ALLAN MORIN

FOR

METIS NATION – SASKATCHEWAN SECRETARIAT INC

Royal Bank of Canada
Commercial Financial Services
705 Central Avenue - #12
Saskatoon, Saskatchewan S7N 3A4
Tel.: 306-933-3509
Fax: 306-933-3512

June 25, 2010

Private and Confidential

METIS NATION - SASKATCHEWAN SECRETARIAT INC.
406 Jessop Avenue
Saskatoon, Saskatchewan
S7N 2S5

ROYAL BANK OF CANADA (the "**Bank**") hereby confirms the credit facilities described below (the "**Credit Facilities**") subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). This Agreement amends and restates without novation, the existing agreement dated April 23, 2009 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches defaults or events of default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach default or event of default.

BORROWER: Metis Nation - Saskatchewan Secretariat Inc. (the "**Borrower**")

CREDIT FACILITIES

Facility #1 $275,000.00 revolving demand facility, reducing to $20,000.00 on August 31, 2010, by way of:

a) RBP based loans ("**RBP Loans**")

Revolve in increments of:	$5,000.00	Minimum retained balance:	$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 1.50%

b) Overdrafts in Canadian currency ("**Overdrafts**")

Overdrafts in Canadian currency	Interest rate (per annum):	RBP + 1.50%

AVAILABILITY
The Borrower may borrow, convert, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

Provided the Bank has not cancelled this facility or issued a demand for repayment, the available amount of this facility shall reduce to $20,000.00 on August 31, 2010. The Borrower shall make all payments necessary to ensure that outstanding Borrowings under this facility do not exceed the reducing amount available at any time.

REPAYMENT
Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

GENERAL ACCOUNT
The Borrower shall establish a current account with the Bank (the **"General Account"**) for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility; and
c) Overdrafts and Bank revolved facilities by way of RBP Loans are not available on the same General Account.

OTHER FACILITIES:
The Credit Facilities are in addition to the following facilities (the **"Other Facilities"**). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

a) VISA Business to a maximum amount of $20,000.00.

FEES:

One Time Fee:
Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Renewal Fee: $1,000.00

Monthly Fee:
Payable in arrears on the same day of each month.

Management Fee: $50.00

SECURITY
Security for the Borrowings and all other obligations of the Borrower to the Bank (collectively, the **"Security"**), shall include:

a) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;

b) Security agreement (accounts receivable) on the Bank's form 925 signed by the Borrower constituting a first ranking security interest in all accounts receivable of the Borrower; and

c) Guarantee and postponement of claim on the Bank's form 812 in the amount of $20,000.00 signed by Provincial Metis Holdco Inc., supported by a cash collateral agreement on the Bank's form 610 signed by Provincial Metis Holdco Inc., assigning term deposits and/or guaranteed investment certificates in the amount of $20,000.00.

REPORTING REQUIREMENTS
The Borrower will provide the following to the Bank:

a) annual audited financial statements for the Borrower, within 120 days of each fiscal year end;

b) such other financial and operating statements and reports as and when the Bank may reasonably require.

CONDITIONS PRECEDENT
In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

a) a duly executed copy of this Agreement;
b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally;
e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

GOVERNING LAW JURISDICTION
Province of Saskatchewan.

ACCEPTANCE
This Agreement is open for acceptance until July 23, 2010, after which date it will be null and void, unless extended in writing by the Bank.

ROYAL BANK OF CANADA

Per: _____
Name: Chris Sicotte
Title: Account Manager

We acknowledge and accept the terms and conditions of this Agreement on this 7th day of July ,2010.

METIS NATION - SASKATCHEWAN SECRETARIAT INC.

Per: _____
Name: ALLAN H. MORIN
Title: VICE-PRES MN-S

Per: _____
Name: ROBERT G. DOUCETTE
Title: PRESIDENT, MN-S

I/We have the authority to bind the Borrower

\nhb

\attachments:
Terms and Conditions
Schedules:
- Definitions
- Calculation and Payment of Interest and Fees

TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations.

In the case of any reducing term loan and/or reducing term facility (**"Reducing Term Loan/Facility"**), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter (**"Renewal Letter"**) to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the **"Accounts"**) evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

a) will pay all sums of money when due under the terms of this Agreement;
b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security;
c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking

Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;

d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure and it will not make or facilitate any such changes without the prior written consent of the Bank;

e) will comply with all Applicable Laws, including, without limitation, all Environmental Laws;

f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;

g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;

h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;

i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;

j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;

k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;

l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;

m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of business combination with any other Person;

n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and

o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

EXPENSES, ETC.

The Borrower agrees to pay the Bank all fees, as stipulated in this Agreement. The Borrower also agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with preparation, negotiation and documentation of this Agreement and any Security and the operation, enforcement or termination of this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used

by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

AMENDMENTS AND WAIVERS
No amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

SUCCESSORS AND ASSIGNS
This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

GAAP
Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles in effect from time to time, applied on a consistent basis from period to period. Any change in accounting principles or the application of accounting principles, including, without limitation, the use of differential reporting (or any changes to the selection of differential reporting options) is only permitted with the prior written consent of the Bank.

SEVERABILITY
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW
This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME
The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

SET-OFF
The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES
Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

CONSENT OF DISCLOSURE
The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

NON-MERGER
The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL
Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

COUNTERPART EXECUTION
This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION
The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

REPRESENTATIONS AND WARRANTIES
The Borrower, represents and warrants to the Bank that:

a) it is duly incorporated, validly existing and duly registered or qualified to carry on business in each jurisdiction in which its business or assets are located;
b) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary actions and do not violate its constating documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank;
d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder.

LANGUAGE
The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT
This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

Schedule "A" to the Agreement dated June 25, 2010, between Metis Nation - Saskatchewan Secretariat Inc., as Borrower, and Royal Bank of Canada, as the Bank.

DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction;

"Borrowing" means each use of a Credit Facility and all such usages outstanding at any time are **"Borrowings"**;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Guarantor" means any Person who has guaranteed the obligations of the Borrower under this Agreement;

"Maturity Date" means the date on which a facility is due and payable in full;

Overdrafts" means advances of credit by way of debit balances in the Borrower's current account;

"Permitted Encumbrances" means, in respect of the Borrower:

a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof including Canada Revenue Agency, and any other incorporated or unincorporated entity;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"RBP" and **"Royal Bank Prime"** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning.

Schedule "B" to the Agreement dated June 25, 2010, between Metis Nation - Saskatchewan Secretariat Inc., as Borrower, and Royal Bank of Canada, as the Bank.

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST
The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law.

OVERDUE PAYMENTS
Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES
The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT
Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS
The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

OVERDRAFTS
The Borrower shall pay interest on Overdrafts, monthly in arrears, on the 17th day of each month. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

METIS NATION – SASKATCHEWAN SECRETARIAT INC

GENERAL SECURITY AGREEMENT –

DATED SIGNED JANUARY 5 2010

SIGNED BY GABE LAFOND &

ROBERT DOUCETTE

FOR

METIS NATION – SASKATCHEWAN SECRETARIAT INC

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to ROYAL BANK OF CANADA ("RBC"), a security interest (the "Security Interest") in the undertaking of Debtor and in all of Debtor's present and after acquired personal property including, without limitation, in all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities and all other Investment Property now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and in all proceeds and renewals thereof, accretions thereto and substitutions therefore (hereinafter collectively called "Collateral"), and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

(i) all inventory of whatever kind and wherever situate;

(ii) all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;

(iii) all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");

(iv) all lists, records and files relating to Debtor's customers, clients and patients;

(v) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;

(vi) all contractual rights and insurance claims;

(vii) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively "Intellectual Property"); and

(viii) all property described in Schedule "C" or any schedule now or hereafter annexed hereto.

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of the Security Interest, Debtor shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security", "Investment Property", "proceed", "Inventory", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in Clause 14(s), as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Goods" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A., the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such within one year of execution of this Security Agreement and the term "Investment Property", if not defined in the P.P.S.A., shall be interpreted according to its meaning in the Personal Property Security Act (Ontario). Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements by third parties, encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations; and

(e) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free from all Encumbrances, except for the Security Interest, licenses which are compulsory under federal or provincial legislation and those shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption, and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any loss or damage to Collateral,

(v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral, and

(vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure collateral in such amounts and against such risks as would customarily be insured by a prudent owner of similar Collateral and in such additional amounts and against such additional risks as RBC may from time to time direct, with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor and deliver copies of policies and evidence of renewal to RBC on request;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest;

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business,

(iv) all policies and certificates of insurance relating to Collateral, and

(v) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES, INVESTMENT PROPERTY

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

Where any Investment Property is held in or credited to an account that has been established with a securities intermediary, RBC may, at any time after default, give a notice of exclusive control to any such securities intermediary with respect to such Investment Property.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement, shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

(i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly;

(ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor and to hold any such payment or distribution as part of Collateral.

(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if distress or analogous process is levied upon the assets of Debtor or any part thereof;

h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution

12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, license, lease or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A..

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to,

perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13(g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clauses 13(g) and 14(k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto, and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby

(i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and

(ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of the amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, except if such branch of RBC is located in Quebec then, this Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

15. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario).

16. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY		PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY		PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
METIS NATION-SASKATCHEWAN SECRETARIAT INC.			
ADDRESS OF BUSINESS DEBTOR 406 JESSOP AVENUE	CITY SASKATOON	PROVINCE SK	POSTAL CODE S7N 2S5

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 5th day of January, 2010

METIS NATION-SASKATCHEWAN SECRETARIAT INC.

WITNESS _____ _____ Seal

WITNESS _____ _____ Seal

BRANCH ADDRESS

ABORIGINAL MARKETS SASK-RESP REPORT
705 CENTRAL AVE
SASKATOON SK
S7N 3A4

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. **Locations of Debtor's Business Operations**

   406 JESSOP AVENUE
   SASKATOON, SK
   S7N 2S5

2. **Locations of Records relating to Collateral (if different from 1. above)**

   SAME AS ABOVE

3. **Locations of Collateral (if different from 1. above)**

   SAME AS ABOVE

SCHEDULE "C"
(DESCRIPTION OF PROPERTY)

METIS NATION – SASKATCHEWAN
SECRETARIAT INC

SECURITY AGREEMENT –

(ACCOUNTS RECEIVABLE)

DATED APRIL 5 2004

SIGNED BY GUY BOUVIER &

ALLAN MORIN

FOR

METIS NATION – SASKATCHEWAN
SECRETARIAT INC

SECURITY AGREEMENT
(ACCOUNTS RECEIVABLE)

1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor"), hereby grants to **ROYAL BANK OF CANADA** ("RBC"), a security interest (the "Security Interest") in the following:

- all Intangibles now owned or hereafter owned or acquired by Debtor including, without limitation, all accounts, debts (including book debts), dues, claims, choses in action and demands of every nature and kind howsoever arising or secured, which are now due, owing, or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor,

(hereinafter called "Debts"), and in all proceeds and renewals thereof and substitutions therefor and in the following described property of the Debtor namely:

- all lists, records and files relating to Debtor's customers, clients and patients,
- all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts or the proceeds thereof or by which Debts or the proceeds thereof are or may hereafter be secured, evidenced, acknowledged or made payable (including Chattel Paper, Securities and Instruments), now owned or hereafter owned or acquired by or on behalf of Debtor, and
- all Money (other than trust money lawfully belonging to others) hereafter received by or on behalf of Debtor in payment or satisfaction of Debts,

all of the foregoing being hereinafter collectively called "Collateral".

(b) Unless otherwise limited herein, the terms "Chattel Paper", "Instrument", "Intangible", "Security", "proceeds", "Money", "Account", "financing statement" and "financing change statement", whenever used herein, shall be interpreted pursuant to their respective meanings when used in The Personal Property Security Act of the province referred to in clause 12 (r) as amended from time to time, which Act, including amendments thereto and any Act substituted therefor and amendments thereto, is herein referred to as the "P.P.S.A.". Any reference hereto to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "Collateral or any part thereof".

2. INDEBTEDNESS SECURED

The Security Interest granted by Debtor to RBC secures payment and performance of any and all obligations, indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, liens, claims, charges or other encumbrances or other adverse claims or interests (hereinafter collectively called "Encumbrances") save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC prior to their creation or assumption;

(b) Debtor is authorized to enter into this Security Agreement;

(c) each debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, setoff, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise; and

(d) the locations specified in Schedule "B" are accurate and complete.

4. COVENANTS OF DEBTOR

So long as this Security Agreement remains in effect, Debtor covenants and agrees:

(a) to defend Collateral against the claims and demands of all other parties claiming the same or an interest therein;to keep Collateral free from all Encumbrances, except for the Security Interest and those shown on Schedule "A or hereafter approved in writing by RBC prior to their creation or assumption, and not to sell, exchange, transfer, assign or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC and, in any event, Debtor shall deposit with RBC all Money received constituting Collateral with the right, until default and subject to Clause 7 hereof, to use such Money in the ordinary course of Debtor's business;

(b) to notify RBC promptly of:

(i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral,

(ii) the details of any significant acquisition of Collateral,

(iii) the details of any claims or litigation affecting Debtor or Collateral,

(iv) any default by any Account Debtor in payment or other performance of his/her obligations with respect to Collateral; and

(v) the return to or repossession by Debtor of any goods underlying Collateral and hold the same in trust for RBC and dispose of the same as RBC may direct;

(c) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(d) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(e) to carry on and conduct the business of Debtor in a proper and efficient manner, and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and

(f) to deliver to RBC from time to time promptly upon request:

(i) any instruments, Securities and Chattel Paper constituting, representing or relating to Collateral,

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same,

(iii) all financial statements prepared by or for Debtor regarding Debtor's business, and

(iv) such information concerning Collateral, the Debtor and Debtor's business and affairs as RBC may reasonably request.

5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, collect, use and enjoy and deal with the Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

6. SECURITIES

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

8. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A., all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

9. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

(a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, convenant, term, provision or condition containded in this Security Agreement or any other agreement between Debtor and RBC;

(b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;

(c) the bankruptcy or insolvency of Debtor, the filing against Debtor of petition in bankruptcy, the making of an assignment for the benefit of creditors by Debtor, the appointment of a receiver or trustee for Debtor or for any assets of Debtor, or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;

(d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up affairs of Debtor;

(e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;

(f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets without complying with applicable law or commits or threatens to commit an act of bankruptcy;

(g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof;

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor, or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

10. ACCELERATION

RBC, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC, considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

11. REMEDIES

(a) RBC may, either directly or through its agents or nominees, take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, may sell or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(b) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. Provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper, whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(c) Debtor acknowledges that RBC may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC to assemble and deliver possession of Collateral at such place or places as directed.

(d) Debtor agrees to be liable for and to pay all costs, charges and expenses reasonably incurred by RBC, whether directly or for services rendered (including reasonable solicitors and auditors costs and other legal expenses), in operating Debtor's accounts, in preparing or enforcing this Security Agreement, taking and maintaining custody of, preserving, processing and disposing of Collateral and in enforcing or collecting Indebtedness and all such costs, charges and expenses shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(e) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made, as may be required by the P.P.S.A.

12. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable, or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right of set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred unitl it is paid at the rate of 15% per annum.

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other of further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 11 (e) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several.

(h) RBC may provide any financial and other information it has about Debtor, the Security Interest and the Collateral to any one acquiring or who may acquire an interest in the Security Interest or the Collateral from the Bank or any one acting on behalf of the Bank.

(i) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(j) Subject to the requirements of Clause 11 (e) and 12 (k) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(k) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC, and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and notwithstanding such notice, shall remain in full force and effect thereafter until all indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(l) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(m) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(n) In the event any provision of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(o) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(p) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(q) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company, and (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the

amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(r) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the even that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(s) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province in which the herein branch of RBC is located, as those laws may from time to time be in effect, including, where applicable, the P.P.S.A..

13. COPY OF AGREEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of any financing statement or financing change statement registered by RBC, or of any verification statement with respect to any financing statement or financing change statement registered by RBC. (Applies in all P.P.S.A. Provinces except Ontario)

14. Debtor represents and warrants that the following information is accurate:

INDIVIDUAL DEBTOR

SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR	CITY		PROVINCE	POSTAL CODE
SURNAME (LAST NAME)	FIRST NAME	SECOND NAME		BIRTH DATE YEAR MONTH DAY
ADDRESS OF INDIVIDUAL DEBTOR (IF DIFFERENT FROM ABOVE)	CITY		PROVINCE	POSTAL CODE

BUSINESS DEBTOR

NAME OF BUSINESS DEBTOR			
Metis Nation - Saskatchewan Secretariat Inc.			
ADDRESS OF BUSINESS DEBTOR 219 Robin Cr	CITY Saskatoon	PROVINCE SK	POSTAL CODE S7L 6M8

TRADE NAME (IF APPLICABLE)

TRADE NAME OF DEBTOR			
PRINCIPAL ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	PROVINCE	POSTAL CODE

IN WITNESS WHEREOF Debtor has executed this Security Agreement this 5 day of April, 2004

Metis Nation - Saskatchewan Secretariat Inc.

Sandra Witten
WITNESS

ALLAN MORIN

Seal

Sandra Witten
WITNESS

GUY BOUVIER

Seal

BRANCH ADDRESS
MAIN BR - SASKATOON
154 1ST AVE S
SASKATOON SK
S7K 1K2

SCHEDULE "A"

(ENCUMBRANCES AFFECTING COLLATERAL)

SCHEDULE "B"

1. **Locations of Debtor's Business Operations**

   219 Robin Cr.
   Saskatoon, SK
   S7L 6M8

2. **Locations of Records relating to Collateral (If different from 1. above)**

3. **Locations of Collateral (if different from 1. above)**

SCHEDULE "C"

(DESCRIPTION OF INTANGIBLES)

Date: _____

client initial

METIS NATION – SASKATCHEWAN
SECRETARIAT INC

VISA AGREEMENT –

DATED SIGNED DECEMBER 12 2007

SIGNED BY GABE LAFOND &

ROBERT DOUCETTE

FOR

METIS NATION – SASKATCHEWAN
SECRETARIAT INC

PLEASE FAX TO APPROPRIATE BUSINESS SERVICE CENTRE (BSC)

E-FORM 3194 (04/2007)

*VISA** BUSINESS CARDS - NEW ACCOUNTS/ADDITIONAL CREDIT *

CAMPAIGN CODE/ASC

Fields labeled with asterisks (**) are mandatory

TO: Business Service Centre

RE: BUSINESS APPLICANT NAME (LEGAL REGISTERED BUSINESS NAME)** METIS NATION - SASKATCHEWAN

BUSINESS NAME TO APPEAR ON CARDS Max. 19 characters ** Metis Nation -Sask

BUSINESS ADDRESS**
219 ROBIN CRES
SASKATOON SK S7L 6M8

COMPANY'S CLIENT NUMBER** (BUSINESS SRF) 01 978-661-676

BUSINESS PHONE NUMBER (306) 343-8285 0000

Please effect the following additions to the *Visa* Business Cards Accounts issued to the above company:

STATEMENT DATE**	This is the date the statement(s) will be printed. Must be between the 3rd and 27th day of the month. This date will be the same for all accounts below.	

CARDS FOR BUSINESS OWNERS / AUTHORIZED SIGNING OFFICERS:

CARDHOLDER NAME** (first name, surname) Maximum 19 characters	CARD TYPE**	CREDIT LIMIT** (Business min. $1000 Business Avion min. $5000)	OWNER CODE**
Robert Doucette	Business Classic	$ 1,500	CORP
Allan Morin	Business Classic	$ 1,000	CORP
		$	

CARDS FOR ALL OTHER CARDHOLDERS:

CARDHOLDER NAME** (first name, surname) Maximum 19 characters	CARD TYPE**	CREDIT LIMIT** (Business min. $1000 Business Avion min. $5000)	EMPLOYEE CODE**
Max Morin	Business Classic	$ 1,000	EMPL
Brian Kembel	Business Avion	$ 6,500	EMPS
		$	
		$	
		$	
		$	

JAN 1 1 2008

Douglas Sherman

I AM AN AUTHORIZED SIGNING OFFICER OF THE BUSINESS APPLICANT WITH AUTHORITY TO BIND THE BUSINESS APPLICANT

NAME** Gabe Lafond

TITLE Treasurer

SIGNATURE**

NAME** Robert Doucette

TITLE President

SIGNATURE**

DATE January 8, 2007

Cards will be delivered to business address above. Complete the following only if cards are to be redirected to branch or alternate address

Location Transit (if applicable):

Full Location Address (mandatory):

WE CERTIFY THAT THE TOTAL CREDIT EXTENDED, INCLUDING THESE LIMITS IS APPROVED UNDER AUTHORIZED CREDIT FACILITY DATED December 7, 2007

RESPONSIBILITY TRANSIT ** 09902

BANK OFFICER NAME Chris Sicotte

BANK OFFICER PHONE NO. (306) 933-3509

BANK OFFICER FAX NO. (306) 668-3893

* For maintenance items such as name changes, card cancellation etc. please use FORM 15615 - *VISA** BUSINESS CARDS - EXISTING ACCOUNT MAINTENANCE

RBC Royal Bank *VISA** Business Card
LIABILITY WAIVER INSURANCE
CERTIFICATE OF INSURANCE

This certificate is a valuable source of information. Please keep it in a safe place.
This insurance is provided by Royal and Sun Alliance Insurance.

What is RBC Royal Bank *VISA* Liability Waiver Insurance?

The RBC Royal Bank *VISA* Liability Waiver program allows Companies that have established one or more RBC Royal Bank *VISA* Business Card accounts (the "Company") to request Royal Bank of Canada ("Royal Bank") to waive the Company's liability for certain unauthorized charges made by Cardholders.

The RBC Royal Bank *VISA* Liability Waiver program will waive the Company's liability for Unauthorized Charges up to $50,000 per RBC Royal Bank *VISA* Business Card provided that the Company complies with the terms outlined below.

Who Provides this Insurance?

This program is insured by Royal and Sun Alliance Insurance. The policy number is VC500500.

Definitions

"Affidavit of Waiver" shall mean a written request sent to Royal Bank by mail, telegram, fax or telex from the Company requesting Royal Bank to waive the Company's Unauthorized Charges in accordance with the terms and conditions of this program.

"Cardholder" is an employee over age 18 of the Company authorized to use the RBC Royal Bank *VISA* Business Card for Company business purposes only.

"Charges" are amounts, billed or unbilled including purchases and cash advances, charged to the Cardholder's RBC Royal Bank *VISA* Business Card.

"Company" shall mean a corporation, partnership, sole proprietorship or any other entity which has signed a RBC Royal Bank *VISA* Business Card Agreement with Royal Bank and for which Royal Bank subsequently issues Royal Bank *VISA* Business Cards and accounts for use by those Cardholders designated by the Company.

"Date of Notification of Termination" of a Cardholder's employment shall mean the date the Company gives or receives a written notice of immediate or pending termination or the date the Cardholder leaves the Company's service whichever is earlier, or if the Cardholder is a member of a Bargaining unit of a union and the employer contract includes grievance procedures, the date the Company files a grievance with the labour arbitrator recommending the Cardholder's employment be terminated.

"RBC Royal Bank *VISA* Business Card" shall mean a RBC Royal Bank *VISA* Business Card issued by the RBC Royal Bank to a Cardholder.

"Waiver Date" is the date on the Request for Waiver Letter sent from the Company to RBC Royal Bank.

What are Unauthorized Charges?

A. **"Unauthorized Charges"** are charges to a Cardholder's RBC Royal Bank *VISA* Business Card incurred by a Cardholder:

(a) which do not benefit the Company directly or indirectly in whole or in part; or

(b) for which the Company has reimbursed the Cardholder but the Cardholder has not paid Royal Bank.

Provided that such charges:

(i) are billed within the seventyfive (75) days preceding the Notification of Termination of the Cardholder, or preceding the date Royal Bank receives the request from the Company to cancel the RBC Royal Bank *VISA* Business Card account on which Unauthorized Charges were incurred;

(ii) are incurred but unbilled up to fourteen (14) days after Royal Bank has received a request to cancel the Cardholder's RBC Royal Bank *VISA* Business Card however the Company must have notified Royal Bank within two (2) business days of the Notice of Termination, if any;

(iii) are discovered not later than 75 days after the termination of

(a) the insurance policy; or

(b) the insurance in respect of the Company whichever occurs first.

B. Auditors fees incurred with the insurer's consent solely to substantiate the amount of the claim.

What are Not Waivable Charges?

The following charges whether Unauthorized Charges or authorized Charges are not covered by this policy:

1. Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, or persons who are not employees of the Company at the time charges were incurred.
2. Interest or fees imposed by Royal Bank on outstanding unpaid Charges.
3. In cases where Royal Bank invoices the Cardholder, any amount on a cheque submitted by a Cardholder which is not paid by the Cardholder's financial institution, if the Cardholder has, within the last twelve (12) months, submitted any other cheque to Royal Bank which was not paid by the Cardholder's financial institution.
4. Charges to purchase goods or services for the Company or bought for someone else if instructed by the Company will not be covered. However, these charges would be covered if Royal Bank bills the Cardholder directly, and the Company has reimbursed the Cardholder and the Cardholder has not paid Royal Bank.
5. Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or more than fourteen (14) days after Royal Bank receives the request by the Company to cancel the RBC Royal Bank *VISA* Business Card, or immediately on the Date of Notification of Termination if the Notification of Termination was not sent to Royal Bank within two (2) business days of the Date of Notification of Termination.

6. Charges resulting from either a lost or stolen RBC Royal Bank *VISA* Business Card or charges to a RBC Royal Bank *VISA* Business Card account which is closed, frozen or ninety (90) or more days delinquent.
7. Cash advances, after the Date of Notification of Termination or immediately after Royal Bank receives the request by the Company to cancel the RBC Royal Bank *VISA* Business Card, in excess of $300.00 per day per Cardholder, or a maximum of $1,000.00 per Cardholder, whichever is less.
8. Any interest on money owing.

What are the Responsibilities of the Company?

The Company may request Royal Bank to waive the Company's liability for Unauthorized Charges only if the Company meets all of the following requirements:

1. The Company must use its best efforts to retrieve the Cardholder's RBC Royal Bank *VISA* Business Card from the employee and must notify Royal Bank in writing to cancel the RBC Royal Bank *VISA* Business Card within two (2) business days of the Date of Notification of Termination or its intention to cancel the Cardholder's RBC Royal Bank *VISA* Business Card.
2. The Company must notify Royal Bank in writing to cancel the RBC Royal Bank *VISA* Business Card within two (2) business days of the Date of Notification of Termination or immediately of its intention to cancel the Cardholder's RBC Royal Bank *VISA* Business Card. The letter must state:
   (a) That the Company requests the waiver of Unauthorized Charges;
   (b) The Cardholder's name, RBC Royal Bank *VISA* Business Card number, and last known business and home address
   (c) If applicable, that the Cardholder's employment has terminated and the Date of Notification of Termination;
   (d) In cases where Royal Bank sends its statements to the Cardholder directly, that the Company has contacted the Cardholder in writing and directed the Cardholder to immediately pay all outstanding Charges to Royal Bank;
   (e) Whether the RBC Royal Bank *VISA* Business Card was retrieved from the Cardholder and, if so, confirmation that such card is in its possession or is enclosed therein.

   Failure to notify Royal Bank in writing within two (2) business days of the Date of Notification of Termination or immediately of its intention to cancel the Cardholder's RBC Royal Bank *VISA* Business Card will exclude coverage for any Charges incurred after the request to cancel the RBC Royal Bank *VISA* Business Card.
3. The Company must deliver to the Cardholder or send by firstclass mail, fax or telegram, a written notice stating that the Cardholder's RBC Royal Bank *VISA* Business Card has been cancelled, that the Cardholder should immediately discontinue all use of that RBC Royal Bank *VISA* Business Card, that the Cardholder must immediately pay any outstanding amounts owed to Royal Bank, and that the Cardholder must immediately return the RBC Royal Bank *VISA* Business Card to the Company.
4. An officer, or other authorized official of the Company must send an Affidavit of Waiver to Royal Bank by mail, fax or telegram within thirty (30) days of a Cardholder's Notification of Termination date or the date of the Company's intention to cancel the Cardholder's RBC Royal Bank *VISA* Business Card and all claim documents must be filed with the Insurance underwriter within six (6) months from the Cardholder's Date of Notification of Termination.
5. The Company must promptly give written notice to Royal Bank in cases where Royal Bank invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying Royal Bank for those Charges.
6. If the Company recovers any amounts for Unauthorized Charges from any source after the Company has filed an Affidavit of Waiver with Royal Bank, the Company will remit all such amounts to Royal Bank. The Company agrees to assign any rights it may have to collect such amounts from the Cardholder to Royal Bank. The Company agrees to assign any rights it may have to collect such amounts from the Cardholder to the Insurer.
7. The Company will not name any person to receive a RBC Royal Bank *VISA* Business Card on any of its present or future accounts if that person has been named at any time by the Company in an Affidavit of Waiver or has been found guilty by a court of competent jurisdiction.

Other Insurance

This program does not cover losses that are covered by other insurance, and/or, losses that would have been paid if this program did not exist. Losses that are above those covered by other insurance as noted, but less than the limit of this coverage are eligible for payment. This certificate is not a contract of insurance. It contains only a summary of the principal provisions of the policy. In the event of any conflict between the description of coverage in this certificate and the policy, the policy will govern.

Termination

Coverage under this policy will automatically terminate on the earliest of the following:

1) the date the Company's RBC Royal Bank *VISA* Business Card Agreement with Royal Bank is cancelled; or
2) the date the Policy terminates, or;
3) thirty (30) days after Notice of Termination by Royal Bank.

Misstatement

Any fraud, misstatement or concealment by the Company either in regard to any matter affecting this insurance or in connection with the making of a claim shall render this insurance null and void.

Currency

All claims will be paid in Canadian dollars.

Inquiries

Please direct any claim inquiries to:

Royal and Sun Alliance Insurance Company of Canada
Attention: Claims Management Services
Sheridan Insurance Center
2225 Erin Mills Parkway, Suite 1000
Mississauga, Ontario
L5K 2S9

Within the Toronto Region telephone (905) 403-2283
Outside the Toronto Region telephone 1-800-544-2971
Please refer to the program and the policy number: VC500500.

11-May-2009 11:01 RBC CENTRAL AVE 306-933-3512

Recall 80,450 ΔΨ 1/3 MAY 11 2009

PLEASE FAX TO APPROPRIATE BUSINESS SERVICE CENTRE (BSC)

E-FORM 91 94 (03/2009)

VISA* BUSINESS CARDS - NEW ACCOUNTS/ADDITIONAL CREDIT*

NOTE: Only typed submission accepted. Handwritten forms will be returned.
Fields labeled with asterisks (**) are mandatory

CAMPAIGN CODE/ASC

TO: Toronto BSC Small Business Fax to 1-~~888-974-4238~~ 877-974-4238

REI: BUSINESS GRP** 01 978-661-676 W	BUSINESS APPLICANT NAME (LEGAL REGISTERED BUSINESS NAME)** METIS NATION - SASKATCHEWAN
BUSINESS ADDRESS** P.O. BOX TO BE USED ONLY IN RURAL AREAS WHERE NO STREET ADDRESS IS AVAILABLE 219 ROBIN CRES SASKATOON SK S7L0M8	BUSINESS NAME TO APPEAR ON CARDS Max. 24 Characters** Metis Nation Sask BUSINESS PHONE NUMBER (306) 343-8285 EXT: 0000
HOME BRANCH TRANSIT NUMBER (Obtain from Business SRF profile)** 07378	

AUTHORIZED ALTERNATE CONTACT PERSON FOR BUSINESS (optional)

Name (first name, surname)	Title:	Phone Number & Ext:

RBC CONTACT OFFICER INFORMATION** (ALL FIELDS MUST BE COMPLETED)

We certify that the total credit extended, including these limits, is approved under Authorized Credit Facility dated (mm/dd/yy):

BANK OFFICER NAME Chris Slootte	RESPONSIBILITY TRANSIT 09902
BANK OFFICER PHONE NUMBER (306) 933-3509	BANK OFFICER FAX NUMBER (306) 933-3512

Please add the following people to the VISA Business Card Accounts issued to the above company

STATEMENT DATE** This is the date the statement (s) will be printed. All cards must have the same statement date as the card where points roll up to (between the 3rd and the 27th day of the month).

CARD LANGUAGE PREFERENCE**

PRIMARY CARD FOR OWNERS &/OR EMPLOYEES & SUPPLEMENTARY CARD FOR OWNERS

CARDHOLDER NAME** (first name, surname) Maximum 24 characters	CARD TYPE**	CREDIT LIMIT** Business Classic min $1000 Business Avion min $5000	FEE CODE (Determines annual fee & points)
Gabe Lafond	BUSINESS AVION	$5,000	JN2S

OPEN ADDITIONAL NEW BUSINESS ACCOUNTS (SUPPLEMENTARY)

CARDHOLDER NAME** (first name, surname) Maximum 24 characters	CARD TYPE**	CREDIT LIMIT** Business Classic min $1000 Business Avion min $5000	FEE CODE (Determines annual fee & points)

10/20 N=5 7N=5

S-FORM 0194 (02/2009)

CARD DELIVERY ADDRESS** (Only select one destination by placing an X beside preferred option)

[X] Deliver card(s) to Business Address P.O. BOX TO BE USED ONLY IN RURAL AREAS WHERE NO STREET ADDRESS IS AVAILABLE

Cards will be delivered to the address indicated on Page 1

[ ] Deliver card(s) to branch

BRANCH TRANSIT #	BRANCH TRANSIT NAME ATTENTION	
STREET ADDRESS		
CITY		PROVINCE
COUNTRY (if foreign)		POSTAL CODE

I AM AN AUTHORIZED SIGNING OFFICER OF THE BUSINESS WITH THE AUTHORITY TO BIND THE BUSINESS APPLICANT

NAME Gabe Lafond	NAME ROBERT G. DOUCETTE
TITLE Treasurer	TITLE PRESIDENT
SIGNATURE	SIGNATURE
DATE (mm/dd/yy) May 4/09	DATE (mm/dd/yy) May 4/09

COMMENTS: (OPTIONAL)

This section is NOT to be used for changes on existing cards. For maintenance items such as name changes, card cancellations, etc. use form 15615 - VISA BUSINESS CARDS - EXISTING ACCOUNT MAINTENANCE

PLEASE FAX TO APPROPRIATE BUSINESS SERVICE CENTRE (BSC)

BFORM 15016 (04/2009)

VISA BUSINESS CARDS - EXISTING ACCOUNT MAINTENANCE*

Fields labeled with asterisks (**) are mandatory

Report lost or stolen cards immediately to 1-800-769-2512

Campaign Code/ASC

TO: Toronto BSC 1-877-974-4238 / 416-974-4238

RE: BUSINESS APPLICANT NAME (Legal Registered Business Name)**: METIS NATION - SASKATCHEWAN

COMPANY'S CLIENT NUMBER (BUSINESS SAP)**: 01 978-661-676

BUSINESS NAME TO APPEAR ON CARDS Maximum 24 characters

AUTHORIZED ALTERNATE CONTACT NAME FOR BUSINESS:

BUSINESS ADDRESS**: 219 ROBIN CRES SASKATOON SK S7L6M8

BUSINESS PHONE NUMBER: (306) 343-8285 0000

Please effect the following changes/additions to the *Visa* Business Cards for Associate issued to the above company:

PRODUCT CHANGE / INCREASING OR DECREASING CREDIT LIMIT / CHANGING STATEMENT DATE:

CARDHOLDER NAME** (first name, surname) Maximum 24 characters	EXISTING VISA ACCOUNT NUMBER**	TRANSFER TO NEW PRODUCT	OWNER/ EMPLOYEE CODE**	NEW CREDIT LIMIT (business min. $1000 Sup. Avion min. $10000)	NEW STATEMENT DATE
Robert Doucette	4516050002810012			$2,000	
Allan Morin	4516050002810046			$2,000	
Brian Kembel	4516070003093871			$10,000	

By signing below when transferring to a new product type, I/WE agree and acknowledge the following:
- I/WE have discussed and are aware of any/all changes in insurance and/or fees as a result of this product change.
- I/WE are aware the account number will change and therefore any Pre-authorized merchants must be advised once the new card is received.
- If transferring from a points card to a non- points card, the points must be redeemed or transferred to another business points card within 90 days of the product transfer.

Comments

I AM AN AUTHORIZED SIGNING OFFICER OF THE BUSINESS APPLICANT WITH AUTHORITY TO BIND THE BUSINESS APPLICANT.

NAME** Gabe Lafond
TITLE Treasurer
SIGNATURE**

NAME** Robert Ba. Doucette
TITLE President
SIGNATURE** Robert C. Doucette
DATE May 11/09

WE CERTIFY THAT THE TOTAL CREDIT EXTENDED, INCLUDING THESE LIMITS IS: (Tick (x) One)

☐ WITHIN THE BRANCH LOANING LIMIT ☒ APPROVED UNDER AUTHORIZED CREDIT FACILITY DATED April 13, 2009

BANK OFFICER NAME: Chris Sicotte BANK OFFICER PHONE (306) 933-3509

BANK OFFICER FAX NO. (306) 933-3512

* For requesting new accounts please use FORM 3184 - VISA BUSINESS CARDS - NEW ACCOUNT/ADDITIONAL CREDIT

RBC Royal Bank *VISA** Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. What the Words Mean: In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and **"us"** mean the person or entity which has signed or submitted the Application and/or this Agreement, and;

"you" and **"your"** mean Royal Bank of Canada and companies under RBC Financial Group®.

Please also remember that in this Agreement and the Disclosure Statement;

"Account" means the RBC Royal Bank *VISA* Business Card account you have opened in a Cardholder's name to which Debt is charged;

"Account Statement" means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

"Aggregate Credit Limit" means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

"Agreement" means this *VISA* Business Card Agreement and all annexes attached to this *VISA* Business Card Agreement;

"Application" means the request made to you for the Account and each Card.

"Authorized Person" means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

"Card" means any *VISA* Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

"Cardholder" means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at our the request of an Authorized Person under this Agreement;

"Cash Advance" means an advance of cash that is charged to a Cardholder's Account with, or in connection with their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, *VISA* Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

"Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

"Debt" means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

"Disclosure Statement" means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

"Fee" means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time.

"Interest-Bearing Balance" means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

"Interest-Bearing Purchase and Interest-Bearing Fee" means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

"Interest Rate (Cash Advances including *VISA* Cheques)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)" means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

"Interest Rates" mean, collectively, the Interest Rate (Cash Advances including *VISA* Cheques) and the Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees);

"Liability Waiver Program" means the RBC Royal Bank *VISA* Liability Waiver program in force from time to time, a current copy of which is annexed to this Agreement;

"Minimum Payment" means the amount indicated as such on an Account Statement;

"New Balance" means the amount indicated as such on an Account Statement;

"Payment Due Date" means the date indicated as such on an Account Statement;

"Personal Identification Number" means the personal identification number that a Cardholder has selected in your prescribed manner;

"Purchase" means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card; and

"Statement Date" means the last date of the Statement period for which an Account Statement is produced.

2. General Terms of Agreement: This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior *VISA* Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our *VISA* Business Accounts. It together with our *VISA* Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We must promptly give you up-to-date credit and financially-related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. Account Opening/Card Issuance and Renewal: You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, occupation and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. Account and Card Use: A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose. You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. Account and Card Ownership: You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.

6. Lost or Stolen Card: We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

a. all Debt on the Cardholder's Account, up to a maximum of $1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions, and
b. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions. Account Statement to the Cardholder on which that excess appears.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

7. Card Cancellation/Revocation or Suspension of Use: We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 6, we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

8. Limits: You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit fo all accounts. You will tell us what the Initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period.

9. Liability for Debt: Subject to Sections 6. and 7., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

10. Making Payments: It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, a banking machine, by telephone or on the Internet,. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. This generally occurs within one to three business days following receipt of a Cardholder's payment, depending on how payment is made.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at www.cdnpay.ca.

11. Payment of Debt:

a. Subject to sub-Sections 11(b), 11(c) and Section 20., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.
b. Subject to sub-Section 11(c) and Section 20., we must make a payment of $10.00 or 3% of our New Balance as shown on the current Account Statement, whichever is higher, by the Payment Due Date shown in order to keep the Account up-to-date. If our New Balance is less than or equal to $10.00, then we are required to pay the New Balance in full. Any past-due amounts will continue to be included in our Minimum Payment Amount.
c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.
d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card

Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order for us to comply with our obligations under this Section.

e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 14. and Card privileges may be revoked or suspended by you under Section 7.

12. Interest Charges:

a. *Interest-Free Purchase and Interest-Free Fee:* We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.

b. *Interest-Bearing Balance:* We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in sub-Section 12.(c):

You will charge us interest:

i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and

ii) on the amount of each Cash Advance (including *VISA* Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. *Interest Calculation:* The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and *VISA* Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing Balance for that period can only be calculated and included on the Account Statement that shows the payment.

13. Payment Allocation: You will apply each payment of the Debt in respect to a Cardholder's Account in the following order: Interest charges, Fees, Cash Advances and Purchases. If we have paid more than the New Balance in respect to a Cardholder's Account, you will apply the extra payment to amounts that have not yet appeared on the Account Statement, in the following order: Fees, Cash Advances and Purchases. In any category of charges, those amounts which bear the lowest Interest Rate will be paid first. We are not permitted to make a payment in respect to a Cardholder's Account exceeding the Credit Limit for the Account unless the Debt at the time of payment is more than the Credit Limit. Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

14. Fees: We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.

15. Banking Machines: A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.

16. Debt Incurred Without a Card: If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.

17. Transfer of Your Rights: You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.

18. Changes to Disclosure Statement: You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

19. Changes to Agreement: You may change this Agreement periodically. Subject to Section (8), we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

20. Termination:

a. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

b. The occurrence of any one of the following events has the effect of putting us in default and you may terminate this Agreement at once without giving us any notice, if:

i. we become insolvent or bankrupt,
ii. someone files a petition in bankruptcy against us,
iii. we make an unauthorized assignment for the benefit of our creditors,
iv. we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
v. we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
vi. we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws or we commit an act of bankruptcy,
vii. we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
viii. we make any statement or representation to you that is untrue in any material respect when made, or
ix. there is, in your opinion, a material adverse change in our financial condition.

c. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused *VISA* Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

i. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
ii. all costs and expenses you incur in reclaiming any Card.

21. Special Offers: You may make special offers to us or any Cardholder from time to time, including offers that may lower the Interest rate (Cash Advances including *VISA* Cheques) for a period of time. If you do make such offers they shall be subject to the terms and conditions of this Agreement together with any additional terms and conditions which will be included with the offer. Use of any *VISA* Cheques or otherwise taking advantage of the special offer by us or any Cardholder shall constitute acceptance to the terms and conditions of this Agreement and of any additional terms and conditions provided with the offer. At the end of the special offer or if the Minimum Payment is not made by us by the Payment Due Date, the terms and conditions of the special offer shall be terminated and the terms and conditions of this Agreement, including those related to Interest Rate (Cash Advances, including VISA Cheques) shall continue to apply.

22. Problems With a Purchase: You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

23. Account Statements, Verification and Disputes: You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

24. Authorized Person: Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

25. Exchange of Information Between You and Us: Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

26. Protecting Our Privacy: You may from time to time,

a. *collect financial and other information about us such as:*
   i. information establishing our identity (for example: name, address, phone number, date of birth, etc.) and our personal background;
   ii. information related to transactions arising from our relationship with and through you, and from other financial institutions;
   iii. information we provide on an application for any of your products and services;
   iv. information for the provision of products and services; and
   v. information about financial behaviour such as our payment history and credit worthiness.

You may collect and confirm this information during the course of your relationship. You may obtain this information from a variety of sources, including from us; from service arrangements we make with or through you; from credit reporting agencies and other financial institutions; from registries; from references we provide to you, and from other sources, as you deem appropriate.

We acknowledge receipt of notice that from time to time reports about us may be obtained by you from credit reporting agencies.

b. *This information may be used from time to time for the following purposes:*
   i. to verify our identity and investigate our personal background;
   ii. to open and operate our account(s) and provide us with products and services we may request;
   iii. to better understand our financial situation;
   iv. to determine our eligibility for products and services you offer;
   v. to help you better understand the current and future needs of your clients;
   vi. to communicate to us any benefit, feature and other information about products and services we have with you;
   vii. to help you better manage your business and your relationship with us;
   viii. to operate the *Visa* Card System;
   ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
   x. as required or permitted by law.

c. For the purposes outlined in (b) above, you may:
   i. make this information available to your employees, your agents and service providers, who are required to maintain the confidentiality of this information;
   ii. share this information with other financial institutions; and
   iii. give credit, financial and other related information to credit reporting agencies who may share it with others.

Upon our request, you may give this information to other persons.

You may also use this information and share it with other companies under RBC Financial Group (i) to manage your risks and operations and those of other companies under RBC Financial Group, (ii) to comply with valid requests for information about us from regulators and other persons whohave a right to issue such requests, and (iii) to let other companies under RBC Financial Group know our choices under subsection (d) "Other Uses of Our Personal Information" for the sole purpose of honouring our choices.

If you have our Social Insurance Number, you may use it for tax related purposes if we hold a product generating income and share it with the appropriate government agencies, and you may also share it with credit reporting agencies as an aid to identify us.

d. *Other Uses of Our Personal Information*
   i. You may use this information to promote your products and services, and promote products and services of third parties you select, which may be of interest to us.
   ii. You may also, where not prohibited by law, share this information with other companies under RBC Financial Group for the purpose of referring us to them or promoting to us products and services which may be of interest to us. We acknowledge that as a result of such sharing they may advise us of those products or services provided.
   iii. If we also deal with other companies under RBC Financial Group, you may, where not prohibited by law, consolidate this information with information they have about us to allow you and any of them to manage our relationship with companies under RBC Financial Group and your business.

We understand that you and each company under RBC Financial Group are separate, affiliated corporations. Other companies under RBC Financial Group include your affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

We may choose not to have this information shared or used for any of these other uses by contacting you as set out below, and in this event, we will not be refused credit or other services just for that reason. You will respect our choices and as mentioned above, our choices will be communicated to companies under RBC Financial Group to ensure that they are respected.

e. *Our Right to Access Our Personal Information:* We may obtain access to the information you hold about us at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about your privacy policies or to request that the information not be used for any or all of the purposes outlined in subsection (d) "Other Uses of Our Personal Information" we may do so now or at any time in the future by:

i. contacting your branch; or
ii. calling us toll-free at 1-800-ROYAL® 1-1(1-800-769-2511).

f. *Our Privacy Policies:* We may obtain more information about your privacy policies by asking for a copy of your Straight Talk® brochure about privacy, by calling you at the toll-free number shown above or by visiting your web site at www.rbc.com/privacy

27. Liability Waiver Program: The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 9. for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.

28. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.

29. Governing Law: This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.

30. Complete Agreement, etc.: This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 10th day of December (Month), 2007 (Year)

Metis Nation - Saskatchewan Secretariat Inc.
Customer Legal Name

Per: *X
Name: Gabe Lafond
Title: Treasurer

Per: *X
Name Robert Doucette
Title: President

Per:
Name:
Title

Per:
Name:
Title:

(*I /WE have authority to bind the Corporation.)

*VISA** DISCLOSURE STATEMENT

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.

2. **Interest Rates:** The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.

3. **Annual Fee**:**

VISA Business: $12.00 for each *VISA* Business Card.

VISA Business Gold: $40.00 for each *VISA* Business Gold Card.

VISA Business Platinum Avion: $120.00 for the first *VISA* Business Platinum Avion Card opened by you and $50.00 for each supplementary *VISA* Business Platinum Avion card opened by you.

** Annual fees are not refundable

4. **Other Fees:** The following schedule of fees applies to the Account:

a. ***Cash Advance Fee:*** When we obtain a cash advance on our Account in Canada at a banking machine, at one of your branches in Canada or by using RBC Royal Bank Online or Telephone Banking, a $2.50 fee for each transaction will be charged to our Account. If the transaction occurs outside Canada, a $5.00 fee will be charged each time. Cash Advance Fees apply to cash-like transactions.

b. ***Dishonoured Cheque Fee:*** $25.00 for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn. (This charge is in addition to any dishonoured cheque fee charged by that financial institution on the dishonoured cheque or other instrument.)

c. ***Statement Update Fee:*** No charge for a copy of Account Statement for a current statement period; $2.00 for a copy of Account Statement for any other statement period. A $1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

d. ***Sales/Cash Advance Draft Copy Fee:*** No change for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; $2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

e. ***Overlimit Fee:*** $20.00 if the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement.

5. **Foreign Currency Transaction:** You will bill us in Canadian currency. If any Debt or other transaction is not incurred in Canadian dollars you will convert our charges into Canadian dollars at your exchange rate which is 2.5% over the exchange rate set by *Visa* International, in effect at the time you post the converted Debt or other transaction to the Account.

You will show the exchange rate for each transaction on our Account. If we are paying interest on our Account, interest will also be charged on the full value of our foreign Debt or other transaction, as determined using our exchange rate.

METIS NATION – SASKATCHEWAN
SECRETARIAT INC

GUARANTEE AND POSTPONEMENT OF CLAIM

$20,000.00

DATED SIGNED NOVEMBER 30 2004

SIGNED BY DWAYNE ROTH &

RAY LALIBERTE FOR

FOR

PROVINCIAL METIS HOLDCO INC

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E-FORM B12 (12/2003)
RETENTION : M

GUARANTEE AND POSTPONEMENT OF CLAIM

TO: ROYAL BANK OF CANADA

FOR VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, the undersigned and each of them (if more than one) hereby jointly and severally guarantee(s) payment on demand to Royal Bank of Canada (hereinafter called the "Bank") of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by **METIS NATION - SASKATCHEWAN SECRETARIAT INC.** (hereinafter called the "customer") to the Bank or remaining unpaid by the customer to the Bank, heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Bank and the customer or by or from any agreement or dealings with any third party by which the Bank may be or become in any manner whatsoever a creditor of the customer or however otherwise incurred or arising anywhere within or outside the country where this guarantee is executed and whether the customer be bound alone or with another or others and whether as principal or surety (such debts and liabilities being hereinafter called the "liabilities"); the liability of the undersigned hereunder being limited to the sum of **$ 20,000.00 Twenty Thousand AND 00/100 Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Bank's Prime Interest Rate per annum in effect from time to time plus 1.500 One AND One Half** percent per annum as well after as before default and judgement.

AND THE UNDERSIGNED AND EACH OF THEM (IF MORE THAN ONE) HEREBY JOINTLY AND SEVERALLY AGREE(S) WITH THE BANK AS FOLLOWS:

(1) The Bank may grant time, renewals, extensions, indulgences, releases and discharges to, take securities (which word as used herein includes securities taken by the Bank from the Customer and others, monies which the Customer has on deposit with the Bank, other assets of the Customer held by the Bank in safekeeping or otherwise, and other guarantees) from and give the same and any or all existing securities up to, abstain from taking securities from, or perfecting securities of, cease or refrain from giving credit or making loans or advances to, or change any term or condition applicable to the liabilities, including without limitation, the rate of interest or maturity date, if any, or introduce new terms and conditions with regard to the liabilities, or accept compositions from and otherwise deal with, the customer and others and with all securities as the Bank may see fit, and may apply all moneys at any time received from the customer or others or from securities upon such part of the liabilities as the Bank deems best and change any such application in whole or in part from time to time as the Bank may see fit, the whole without in any way limiting or lessening the liability of the undersigned under this guarantee, and no loss of or in respect of any securities received by the Bank from the customer or others, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this guarantee.

(2) This guarantee shall be a continuing guarantee and shall cover all the liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.

(3) The Bank shall not be bound to exhaust its recourse against the customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the liabilities. The undersigned renounce(s) to all benefits of discussion and division.

(4) The undersigned or any of them may, by notice in writing delivered to the Manager of the branch or agency of the Bank receiving this instrument, with effect from and after the date that is 30 days following the date of receipt by the Bank of such notice, determine their or his/her liability under this guarantee in respect of liabilities thereafter incurred or arising but not in respect of any liabilities theretofore incurred or arising even though not then matured, provided, however, that notwithstanding receipt of any such notice the Bank may fulfil any requirements of the customer based on agreements express or implied made prior to the receipt of such notice and any resulting liabilities shall be covered by this guarantee; and provided further that in the event of the determination of this guarantee as to one or more of the undersigned it shall remain a continuing guarantee as to the other or others of the undersigned.

(5) All indebtedness and liability, present and future, of the customer to the undersigned or any of them are hereby assigned to the Bank and postponed to the liabilities, and all moneys received by the undersigned or any of them in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the

whole without in any way limiting or lessening the liability of the undersigned under the foregoing guarantee; and this assignment and postponement is independent of the said guarantee and shall remain in full effect notwithstanding that the liability of the undersigned or any of them under the said guarantee may be extinct. The term "Liabilities", as previously defined, for purposes of the postponement feature provided by this agreement, and this section in particular, includes any funds advanced or held at the disposal of the customer under any line(s) of credit.

(6) This guarantee and agreement shall not be affected by the death or loss or diminution of capacity of the undersigned or any of them or by any change in the name of the customer or in the membership of the customer's firm through the death or retirement of one or more partners or the introduction of one or more other partners or otherwise, or by the acquisition of the customer's business by a corporation, or by any change whatsoever in the objects, capital structure or constitution of the customer, or by the customer's business being amalgamated with a corporation, but shall notwithstanding the happening of any such event continue to apply to all the liabilities whether theretofore or thereafter incurred or arising and in this instrument the word "customer" shall include every such firm and corporation.

(7) This guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Bank, and all dividends, compositions, proceeds of security valued and payments received by the Bank from the customer or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of the undersigned to claim in reduction of the liability under this guarantee the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Bank or proceeds thereof, and the undersigned shall have no right to be subrogated in any rights of the Bank until the Bank shall have received payment in full of the liabilities.

(8) All monies, advances, renewals, credits and credit facilities in fact borrowed or obtained from the Bank shall be deemed to form part of the liabilities, notwithstanding any lack or limitation of status or of power, incapacity or disability of the customer or of the directors, partners or agents of the customer, or that the customer may not be a legal or suable entity, or any irregularity, defect or informality in the borrowing or obtaining of such monies, advances, renewals, credits or credit facilities, or any other reason, similar or not, the whole whether known to the Bank or not. Any sum which may not be recoverable from the undersigned on the footing of a guarantee, whether for the reasons set out in the previous sentence, or for any other reason, similar or not, shall be recoverable from the undersigned and each of them as sole or principal debtor in respect of that sum, and shall be paid to the Bank on demand with interest and accessories.

(9) This guarantee is in addition to and not in substitution for any other guarantee, by whomsoever given, at any time held by the Bank, and any present or future obligation to the Bank incurred or arising otherwise than under a guarantee, of the undersigned or any of them or of any other obligant, whether bound with or apart from the customer; excepting any guarantee surrendered for cancellation on delivery of this instrument.

(10) The undersigned and each of them shall be bound by any account settled between the Bank and the customer, and if no such account has been so settled immediately before demand for payment under this guarantee any account stated by the Bank shall be accepted by the undersigned and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the customer to the Bank or remains unpaid by the customer to the Bank.

(11) This guarantee and agreement shall be operative and binding upon every signatory thereof notwithstanding the non-execution thereof by any other proposed signatory or signatories, and possession of this instrument by the Bank shall be conclusive evidence against the undersigned and each of them that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Bank each signatory thereof obtains from the Manager of the branch or agency of the Bank receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

(12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of the death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

(13) This instrument covers all agreements between the parties hereto relative to this guarantee and assignment and postponement, and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein.

(14) This guarantee and agreement shall extend to and enure to the benefit of the Bank and its successors and assigns, and every reference herein to the undersigned or to each of them or to any of them, is a reference to and shall be construed as including the undersigned and the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned or of each of them or of any of them, as the case may be, to and upon all of whom this guarantee and agreement shall extend and be binding.

(15) Prime Interest Rate is the annual rate of interest announced from time to time by Royal Bank of Canada as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada.

(16) This Guarantee and Postponement of Claim shall be governed by and construed in accordance with the laws of the **Province of Saskatchewan** ("Jurisdiction"). The undersigned irrevocably submits to the courts of the Jurisdiction in any action or proceeding arising out of or relating to this Guarantee and Postponement of Claim, and irrevocably agrees that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defense of an inconvenient forum. The undersigned agrees that a judgment or order in any such action or proceeding may be enforced in other jurisdictions in any manner provided by law. Provided, however, that the Bank may serve legal process in any manner permitted by law or may bring an action or proceeding against the undersigned or the property or assets of the undersigned in the courts of any other jurisdiction.

(Applicable in all P.P.S.A. Provinces except Ontario.)

(17) The Undersigned hereby acknowledges receipt of a copy of this agreement.

(18) The Undersigned hereby waives Undersigned's right to receive a copy of any Financing Statement or Financing Change Statement registered by the Bank.

GIVEN UNDER SEAL at SASKATOON, SK this November 30, 2004 (MONTH) (DAY) (YEAR).

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

PROVINCIAL MEATS HOLDCO INC.

Witness

Dwayne Roth
President

Seal

Witness

Ray Laliberte
Treasurer

Seal

Witness

Seal

Witness

Seal

(To be completed when the guarantee is stated to be governed by the laws of the Province of Alberta, the loan is repayable in Alberta, the guarantee is executed in Alberta, the customer carries on business in Alberta, or the guarantor is resident or owns assets in Alberta.)

(To be completed only where the guarantor is not a corporation)

THE GUARANTEES ACKNOWLEDGEMENT ACT, (ALBERTA)
CERTIFICATE OF NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) _____ of in the Province of , the guarantor in the guarantee dated _____ made between ROYAL BANK OF CANADA and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at _____ _____ this _____ under my hand and seal of office

(SEAL OF NOTARY PUBLIC)

_____
A NOTARY PUBLIC IN AND FOR

_____

(Guarantor to sign in presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____
Signature of Guarantor

(To be completed when the guarantee is stated to be governed by the laws of the Province of Saskatchewan and the Borrower or Guarantor is a farmer in Saskatchewan, or the farmer or Guarantor owns farm assets in Saskatchewan.)

THE SASKATCHEWAN FARM SECURITY ACT ACKNOWLEDGEMENT OF GUARANTEE (SECTION 31)
CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

(1) of in the Province of , the guarantor in the guarantee dated made between ROYAL BANK OF CANADA and , which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

(2) I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

(3) I have not prepared any documents on behalf of the creditor, Royal Bank of Canada, relating to the transaction and I am not otherwise interested in the transaction;

(4) I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at this under my hand and seal of office

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

_____
A LAWYER OR A NOTARY PUBLIC IN AND FOR

_____

STATEMENT OF GUARANTOR

I am the person named in the certificate _____
Signature of Guarantor

(FOR BANK USE ONLY)

Account Number	
File Name	

FORM 222 (12/2003)
RETENTION - M

PROVINCIAL METIS HOLDCO INC. (the "Guarantor")

RESOLUTION OF DIRECTORS

Whereas it is deemed expedient and in the best interests of the Guarantor that it lend assistance to **METIS NATION - SASKATCHEWAN SECRETARIAT INC.** (the "Customer") in connection with its borrowings, both present and future, from ROYAL BANK OF CANADA (the "Bank").

NOW THEREFORE BE IT DULY RESOLVED

1. THAT the Guarantor guarantee payment to the Bank of all present and future debts and liabilities, including interest due at any time by the Customer to the Bank; provided that the liability of the Guarantor shall be limited to the sum of **Twenty Thousand AND 00/100** Dollars (**$20,000.00**) together with interest from the date of demand for payment at the **Prime Interest Rate of the Bank plus 1.500** per cent per annum;

For the purposes hereof (where applicable), Prime Interest Rate means the annual rate of interest announced from time to time by the Bank as a reference rate then in effect for determining interest rates on Canadian Dollar commercial loans in Canada.

2. THAT the Guarantor further secure the Bank by postponing all debts and claims, present and future, of the Guarantor against the Customer to the debts and claims of the Bank against the Customer.

3. THAT the Guarantee and Postponement of Claim on the form attached, be and is hereby approved as containing a correct statement of the terms and conditions upon which the said guarantee and postponement are to be made and that the said Guarantee/Suretyship and Postponement of Claim be duly executed for and in the name of the Guarantor (under the corporate seal where required)

by **Dwayne Roth President**

and **Ray Laliberte Treasurer**

with such alterations, additions, amendments and deletions as they may approve; and that the Guarantee/Suretyship and Postponement of Claim so executed is the Guarantee and Postponement of Claim authorized by this resolution.

4. THAT for the purpose of securing this Guarantee, or any present or future debts or liabilities, including interest due at any time, by the Customer to the Bank, the Guarantor shall provide to the Bank any security, including accommodation endorsements, which the Bank may request, and that for such purpose the officers of the Guarantor mentioned in paragraph 3 hereof be and they are hereby empowered for and on behalf of the Guarantor to provide such security and to execute such further documents as the Bank may require.

5. That a copy of this Resolution, certified by the Secretary of the Guarantor (under the corporate seal where required) be given to the Branch of the Bank where the customer has its account, and that the designation of the officers under Section 3 of this Resolution shall be binding upon the Guarantor until a Resolution, certified by the Secretary of the Guarantor, changing the officers is received by that branch of the Bank.

CERTIFICATE

It is hereby certified by the undersigned that the foregoing is a Resolution of the Directors of the Guarantor in accordance with the Guarantor's By-laws, constating documents, any unanimous shareholders' agreements made by the shareholders of the Guarantor and all other laws governing the Guarantor, all as amended from time to time, which Resolution is now in full force and effect.

It is hereby further certified that there are no provisions in the articles or by-laws of the Guarantor or in any unanimous shareholder agreement which restrict or limit the powers of the Guarantor or of its directors to borrow money upon the credit of the Guarantor, to issue, reissue, sell or pledge debt obligations of the Guarantor, to give a guarantee on behalf of the Guarantor to secure the performance of an obligation of any person, to mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Guarantor, owned or subsequently acquired, to secure any obligation of the Guarantor and to delegate the powers referred to above to a director, officer or committee of directors.

CERTIFIED this November 30, 2004 (MONTH) (DAY) (YEAR), as witness, where required by law, under the corporate seal of the Guarantor.

(FOR BANK USE ONLY)

INITIALS	
Prepared by	Checked by
dgr	

(Corporate Seal where required by law)

~~Secretary~~ President