

PROMISSORY NOTE

Date: April 17, 2009

\$150,000.00 ("Principal Sum") FOR VALUE RECEIVED the undersigned Borrower promises to pay to STURGEON COUNTY (the "Lender") the Principal Sum and interest thereon calculated from the date hereof as follows:

The Borrower will pay the Principal Sum ON DEMAND and will pay interest at the rate of two (2.0%) per cent per annum calculated monthly not in advance, by annual payments of principal and interest commencing on the 1st day of May, 2010 and on the 1st of May in each consecutive year until the 1st day of May, 2018 and the balance of the Principal Sum and interest is to be due and payable on the 1st day of May, 2019.

If any instalment of interest is not made on its due date, the whole of the Principal Sum and accrued interest thereon shall forthwith become due and payable at the option of the Lender. The Borrower shall be entitled to prepay the whole or any part of the Principal Sum outstanding hereunder without bonus or penalty.

MORINVILLE MUNICIPAL SEED CLEANING
CO-OP LIMITED

Per: Gilbert Sactant

Per: Joan Boole

(corporate seal)