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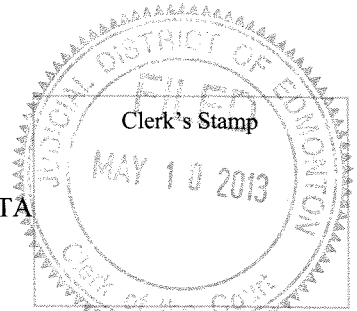
COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANTS

IN THE MATTER OF THE COMPANIES' CREDITORS'
ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS
AMENDED



AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGMENT OF ARMAC INVESTMENTS LTD.
(AB), LAKE EDEN PROJECTS INC. (AB), 1204583
ALBERTA INC. (AB), 1317517 ALBERTA INC. (AB),
WESTRIDGE PARK LODGE DEVELOPMENT CORP
(AB), and WESTRIDGE PARK LODGE AND GOLF
RESORT LTD. (AB), HALF MOON LAKE RESORT
LTD. (AB), NO. 50 CORPORATE VENTURES LTD.
(BC), FISHPATH RESORTS CORPORATION (BC),
ARMAC INVESTMENT LTD. (BC), OSTROM ESTATES
LTD. (BC), HAWKEYE MARINE GROUP LTD. (BC),
JUBILEE MOUNTAIN HOLDINGS LTD. (BC), GIANT
MOUNTAIN PROPERTIES LTD. (BC), and CHERRY
BLOSSOM PARK DEVELOPMENT CORP (BC)
(collectively, the "Purdy Group" or the "Applicants")

DOCUMENT

ELEVENTH REPORT OF THE MONITOR

MAY 10, 2013

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
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INTRODUCTION

1. On December 1, 2011, the Purdy Group sought and obtained protection from its creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36, as amended (the "CCAA") pursuant to an order of the Court of Queen's Bench of Alberta ("Court") (the "Initial Order").
2. Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed monitor of the Purdy Group (the "Monitor").
3. The purpose of this eleventh report of the Monitor (the "Eleventh Report") is to provide the Court with an update in respect of the following:
 - a) operational and restructuring activities since the tenth report of the Monitor (the "Tenth Report");
 - b) the claims process since the Tenth Report of the Monitor;
 - c) the actual to forecast cash flow results for the period from February 9, 2013 to May 3, 2013 (the "Reporting Period");
 - d) the revised cash flow projections (the "Updated Forecast") from May 4, 2013 through July 26, 2013 (the "Forecast Period");
 - e) the Purdy Group's request for an extension to the current stay period until, and including July 26, 2013 (the "Proposed Stay Extension"); and
 - f) the Monitor's recommendations.
4. Capitalized terms not defined in this Eleventh Report are as defined in the Initial Order, the First Report, the Second Report, the Third Report, the Fourth Report, the Fifth Report, the Sixth Report, the Seventh Report, the Eighth Report, the Ninth Report, the Tenth Report, the Claims Procedure Order and the Dispute Procedural Order.

5. The style of cause has either an (AB) or (BC) after each of the corporate Applicant company names. The Monitor understands this was done to indicate in which province the corporate applicants are located, and that those letters do not form a part of the legal name of the company. There are two different corporate entities with the name Armac Investments Ltd, one is a British Columbia (“B.C.”) corporation and the other is an Alberta corporation (“AB”).
6. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

7. In preparing this Eleventh Report, the Monitor has relied upon unaudited financial information, company records and discussions with management of the Purdy Group. The Monitor has not performed an audit, review or other verification of such information. An examination of the financial forecast as outlined in the Canadian Institute of Chartered Accountants (“CICA”) Handbook has not been performed. Future oriented financial information relied upon in this report is based on management’s assumptions regarding future events and actual results achieved will vary from this information and the variations may be material.

BACKGROUND

8. The Purdy Group is a group of privately-held companies engaged in the business of property acquisition, development and sale in the provinces of Alberta and British Columbia, as well as the management of operating businesses on the lands. The primary assets are geographically located mainly on the West Coast of Vancouver Island, British Columbia and in or around Edmonton, Alberta.
9. The Purdy Group entities are owned 100% by its sole owner, director and officer, Mr. John (Jack) Kenneth Purdy (“Jack Purdy”), either directly or through holding companies, legally and beneficially. Jack Purdy is operating under the proposal provisions of the BIA and has presented a proposal to his creditors. Alvarez and Marsal Canada Inc. is also the Proposal Trustee. The meeting of creditors to

consider the proposal was held on June 22, 2012 and the meeting was adjourned to October 9, 2012. At that meeting, the creditors voted to further adjourn the meeting to January 25, 2013 at the same time and place and at this meeting the creditors again adjourned the meeting for further investigation into the affairs of Jack Purdy to February 20, 2013 at 10:00 am at the offices Dentons Canada LLP (“Dentons”), formerly Fraser Milner Casgrain LLP. Lastly, the February 20, 2013 meeting was further adjourned until May 16, 2013 at 4:00 pm at the offices of Dentons.

10. Further background to the Purdy Group and its operations and description of the Purdy Group properties are contained in the materials filed relating to the Initial Order including the various affidavits of Jack Purdy and in the previous ten reports of the Monitor. These documents, together with other information regarding this CCAA proceeding, have been posted by the Monitor on its website at: www.amcanadadocs.com/purdy.

OPERATIONAL UPDATE

Fishpath Resorts Corporation (“Fishpath Resort”) & Armac Investments Ltd. (BC) (“Armac BC”) (collectively, the “Hawkeye Group Properties”)

LBVR Agreement

11. As previously reported, on September 17, 2012 (the “Effective Date”), LBVR took over management responsibility for the Hawkeye Group Properties. The assets of the Hawkeye Group Properties consist of three properties in Port Alberni, B.C. and 16 properties in Bamfield, B.C. (as are fully described in Schedule A to the Management Agreement, included as an appendix to the Seventh Report).
12. Since the Tenth Report, LBVR was advanced a further \$220,000 by the Applicants, which together with previous advances aggregates to a total advance since the Effective Date of \$650,000 (the “Set Aside Funds”), leaving \$NIL in the

Monitor's trust account that is reserved for LBVR pursuant to the Management Agreement.

13. With the initial Set Aside Funds reserved under the LBVR agreement now exhausted, the Applicants currently have no further funds available to allocate to LBVR for either capital or operating costs associated with the Hawkeye Group Properties. Any operating costs, LBVR management fees and property taxes for the Hawkeye Group Properties must be funded from its operations and any surplus cash flow will be utilized by LBVR for further capital improvements. Accordingly, no receipts and disbursements respecting the Hawkeye Group Properties are included in the actual to forecast cash flows attached as Appendix A.
14. To date, the monies advanced to LBVR have been utilized to fund operating costs, LBVR management fees, acquire fuel and store inventory and to improve the operations and the infrastructure of the Hawkeye Group Properties, which in particular includes upgrading the Bamfied Trails Hotel and Hawkeye Pub, the Kingfisher Marina and fuel system and resurrecting and finishing the marina and road-side fuel stations at the Ostrows property that became fully operational on or around April 11, 2013.
15. An analysis of the funds advanced has been provided by LBVR to the Monitor to March 31, 2013 and are summarized in Appendix B to this report. The months from September 2012 to May 2013 inclusive are considered the "off season" for the Hawkeye Group properties. Receipts are therefore limited (hotel and restaurant) during this period, while costs for management fees, other operating expenses and capital costs continue to be incurred. LBVR has not finalized its monthly financial reporting for April 2013, but it anticipates having this completed forthwith. LBVR indicated that as at April 30, 2013, ending cash balance for the Hawkeye Group Properties is \$95,460.
16. LBVR advises it will require additional funding to complete the high pressure fuel system it commenced constructing at the Kingfisher Marina and to complete some

of the remaining capital improvement it anticipated in its draft business plan. The high pressure fuel system was not included in the original business plan, but LBVR believes there is a very high demand for this service that will lead to significant operating income for the Hawkeye Group Properties and attract additional customers to its lodging, food and beverage facilities. To purchase fuel inventory for and facilitate the completion of the high pressure fuel system the Applicants have committed to advance a further \$200,000 to LBVR as funds become available from the sale of redundant and/or non-core properties. Such funding was contemplated in the LBVR Management Agreement. Funding for the remaining improvements are expected to come from operating profits generated by the Hawkeye Group Properties and supplemented, as necessary, from funding to be obtained through the implementation of a plan of arrangement by the Purdy Group to its creditors and stakeholders.

17. The draft business plan provided by LBVR forecast cash flow from operations in the range of \$600,000 during calendar 2013 before LBVR management fees and other administrative costs such as insurance and property tax. The forecast did not include any cash flow from the high pressure fuel system. It is expected that the majority of this cash flow will be generated during the main operating season of May through October. The Applicants and the Monitor have requested an updated forecast from LBVR as the Applicant believes greater cash flow is achievable.

Half Moon Lake Resort Ltd. (“Half Moon”)

18. Half Moon closed for the season on October 15, 2012 and expects to open on the May long weekend in 2013. As previously reported Half Moon was closed in 2010 and remained closed through 2011 due an Executive Officers Order issued by Alberta Health (“EOO”) and various Orders of the Court (the “Closure Orders”). The Applicants have worked to rectify the issues identified in the EOO and to have the Closure Orders vacated. The Closure Orders were rescinded pursuant to a June 15, 2012 Consent Order of the Court (“June Order”) attached

in Appendix C. Alberta Health maintains that the EOO still remains in place and prevents the resort from opening. The resort opened for the 2012 season under the June Order which allowed the resort to operate for the duration of the 2012 season under a pump and haul waste system as the required permanent waste water system was not in place. In order for Half Moon to re-open in May of 2013, the Applicants must complete the permanent waste water system. The Monitor was advised by the Purdy Group that the permanent waste water system was substantially complete during 2012 and that it is now finalizing completion of the waste water system, which it expects to complete by May 15, 2013 (i.e. just before the May long weekend on May 17). The Monitor understands completion of the permanent waste water system has been delayed due to extreme wet weather conditions in the later part of the 2012 and could not get started until recently because of the later than usual winter conditions in 2013.

19. The Monitor further understands that Alberta Health, in addition to requiring the waste water system to be completed, takes the position that further documentation is required to support the suitability of the resort's potable water system and waste water system. That did not appear to be contemplated in the June Order and the Applicants are of the view that the only matter outstanding is the waste water system and that the potable water system was resolved. Resolution of the potable water system issue may impact the timing of the vacating of the Closure Orders. A copy of an email sent to Alberta Health by counsel of the Purdy Group in response to Alberta Health's letter dated March 28, 2013 to Jack Purdy is attached to this report as Appendix C. The expenditures required to complete the remaining waste water system work contemplated is estimated at \$25,000 to \$35,000 and funds are available and have been allocated to pay for these expenditures.
20. The Monitor is of the view that the unresolved issues with Alberta Health may delay the scheduled opening of the resort, which will cause complications for Half Moon resort and its seasonal tenants and leaseholders (many whom have prepaid the fees for the 2013 season), which could in turn materially impact the

Applicants restructuring and their creditors if the resort does not open as scheduled. Accordingly, the Monitor has recommended to the Applicants that they again seek an order to open the resort if the permanent waste water system or necessary approvals are not going to be in place by May 17 to vacate the EOO.

21. Operating revenue and expenses are included in the Updated Forecast attached as Appendix D. The Updated Forecast indicates net positive operating cash flow of \$41,000 for Half Moon during the Forecast Period.
22. Half Moon has joined the Coast to Coast RV Association and expects membership in this organization will generate significant cash flow from the sale of memberships in Half Moon's own recently established "Half Moon Club" and from the sale of Coast to Coast memberships. Commission sales persons have been retained for this purpose. The timing and amounts of revenue are uncertain at this time and no receipts have been included in the Updated Forecast.
23. Property taxes of approximately \$40,000 for 2012 were forecast to be paid during the Reporting Period, but due to a lack of available funds, these costs remain unpaid. Additionally, the 2013 property are now due and the total outstanding taxes are now approximately \$80,000. Payment of property taxes has not been included in the Updated Forecast as funds to pay the property taxes will not be available unless receipts are received from the sale of memberships discussed in paragraph 22. If funds are not available from that source, the Applicants intend to fund payment of the property taxes through the refinancing it is seeking to sponsor a plan to its creditors.

Insurance

24. On February 19, 2013, an order was granted by this Honourable Court (the "May 24th Stay Extension Order") requiring the Applicants to put in place insurance coverage on their properties to the satisfaction of Axxess and that the Purdy Group provide a copy of such evidence of coverage to counsel for Axxess and Canada Revenue Agency ("CRA") by March 31, 2013.

25. Effective March 4, 2013, the Purdy Group, with the assistance of the Monitor, obtained insurance on a number of its properties. The Monitor understands that counsel of the Purdy Group sent a copy of the insurance policies to Axxess for its consideration and approval. On March 6, 2013, the Monitor was advised by email from counsel to the Purdy Group that Axxess considered the policies acceptable. On March 23, 2013, the Monitor also provided copies of the final insurance binders to the Purdy Group for circulation to both Axxess and CRA. The Monitor further understands that copies of the insurance coverage binders were submitted by the Purdy Group to Axxess and CRA before the stipulated time period.
26. The current annual premiums to insure all of the properties total approximately \$72,000, which are currently being financed and paid by the Purdy Group on monthly basis of approximately \$6,500/month.

RESTRUCTURING UPDATE

Status of Plan of Arrangement

27. In the Seventh Report, the Monitor advised that the Applicants' intentions for their Plan would likely require creditors to remain patient for at least a further six (6) months before a formal Plan is circulated. The Applicants have made significant progress with their restructuring efforts and have reviewed and addressed the various filed claims from their Claimants.
28. In the Tenth Report, the Monitor advised that the Applicants hoped to be able to return to Court prior to the next stay period expiring (being May 24, 2013) for authorization from this Honourable Court to circulate a Plan to its creditors of the Applicants. At the last stay extension application, the Court suggested, but did not order, that the Applicants present a draft Plan to the Court by May 10, 2013. The Monitor understands that the Applicants have not sought the authorization of this Honourable Court to circulate a Plan nor presented a draft plan to this Court as of May 10, 2013.

29. With the majority of the disputed claims now resolved as discussed below, the Applicants have a better understanding of the funding needed for a successful Plan. In this regard, the Applicants have been investigating a refinancing of their Hawkeye Group and Half Moon Lake Resort properties. To date, the Applicants had discussions with two parties who expressed interested in arranging such funding. The Monitor has been advised that one of the parties is no longer interested; however, the other party remains interested and has indicated that it will shortly provide a financing offer on the Half Moon and Hawkeye Group Properties. The Applicants are hopeful that the financing offer combined with sale proceeds from the Non Core For Sale Properties and other “non-core” properties will provide sufficient cash to fund a Plan to the Purdy Group’s creditors and stakeholders.
30. The Monitor has been advised by the Applicants that they expect to obtain a financing commitment from the interested party by May 17, 2013 and will then return to this Honourable Court shortly thereafter for approval to circulate a Plan.
31. The Monitor has been working with the Applicants in assessing the options available to the Applicants in providing for the best possible payout to their creditors. The Monitor, without the benefit of any formal appraisals, has prepared on a preliminary basis a confidential analysis, which compares a forced liquidation of all the Purdy Group properties to a refinancing and/or continuation of Half Moon Lake and the Hawkeye Group Properties. The Applicants intend to discuss the options with their two major creditors, Canada Revenue Agency and Axxess Capital before making any final decisions. In summary, the Monitor’s analysis indicates that in a forced liquidation scenario, substantially all net sale proceeds would likely only satisfy the secured claims of these creditors and minimal or no funds would be available for unsecured claims. In a restructuring scenario unsecured creditor claims will likely have to be compromised at less than 100 cents on the dollar, but some dividend should be available, depending on the level of financing that can be obtained. If so directed, the Monitor will provide this analysis to the Court on a confidential basis.

32. The Monitor is of the view that the majority of matters required to be dealt with under the stay of proceedings have been or will soon be completed and the Monitor has advised the Applicants that a Plan needs to be put in place forthwith.
33. The Monitor therefore recommends that the Applicants prepare and submit to the Monitor a draft Plan acceptable to the Monitor, by June 7, 2013, including a financing commitment to fund payments to creditors anticipated in the plan. If a financing commitment is not in place and a draft Plan not prepared and submitted to the Monitor by June 7, 2013, the Monitor is to be authorized by the Court to take such steps as are necessary to obtain appraisals to confirm the value of the properties and proposals for the orderly disposition of the properties and report to the Court its recommendations by the expiry of any stay period granted at this extension application.

Status or Restructuring

34. The Applicants' restructuring efforts continue to be consistent with what was outlined in previous reports of the Monitor except for the following:
 - a) Although the Applicants have spent some time and effort on the sale of the Half Moon lots and will continue to accept offers if they are presented to the Applicants, that sales process has not been successful to date and will likely not have any success in the near term until the lease issue has been resolved or a subdivision into bare land strata lots completed. The County of Strathcona has advised that it will not entertain a subdivision application submitted by the Applicant, as the resort is now part of the Beaver Hills Initiative conservation area. Additionally, the County of Strathcona continues to dispute that the existing leases can be renewed beyond the initial term of 35 years (now 25 years remaining). That matter has been before this Honourable Court for some time and is scheduled to be determined by Court applications on June 4 and 5, 2013.

- b) As discussed below, the attempts to sell the Non Core For Sale Properties have met with limited success and a new strategy is required for those properties.

Hawkeye Group Properties

- 35. The Hawkeye Group Properties consist of three properties in Port Alberni, B.C. and 16 properties in Bamfield, B.C. This group of properties represent the most significant asset of the Applicants. The Applicants have always been of the view that the Hawkeye Group Properties have the best value if maintained and developed as a whole with the vision of the Applicants being to develop the properties into an eco-tourism and fishing destination resort. To that end, the Applicants have, since the inception of the CCAA proceedings resisted disposing of any of these properties and spent significant time and resources in redeveloping and improving the properties. The Applicants are now seeking to refinance the Hawkeye Group Properties with the intent that proceeds be utilized from the financing to assist in funding a plan to their creditors.
- 36. As previously reported, in September of 2012, LBVR was engaged to take over the continued development and management of the Hawkeye Group Properties. In December 2012, the Purdy Group and the Monitor received a draft business plan from LBVR. The draft business plan included annual forecasts, sales, a marketing plan for the assets and a capital plan for the maintenance and development of those properties capable of generating operating cash flow. The Monitor and the Purdy Group reviewed the draft LBVR business plan and have provided their collective comments to LBVR. LBVR has been executing on parts of its business plan and has completed most of what can be accomplished with the funding that has been available. The Applicants and LBVR are now working together to finalize the business plan for the continued development of the properties, much of which will not occur until after a plan is in place.
- 37. LBVR has made substantial headway in renovating the main operating properties including the Bamfield Trails Motel and Pub, Hawkeye and Ostrows Lodges and

in re-establishing the Kingfisher and Ostroms' marina including facilities to provide marine fuel to commercial watercraft through a high pressure fuel delivery system and marine and road fuel to tourists and residents. This should significantly increase the potential cash flow of these properties and enhance their values either for refinancing or sale purposes.

38. In accordance with the LBVR Management Agreement the Applicants reserved an initial \$650,000 for use by LBVR in preserving, improving and operating the Hawkeye Group Properties and as discussed those funds are now exhausted. The Applicants also committed to provide LBVR further funding as it became available. In this regard, the Applicant's have accepted offers on the Giant Property and one Non-Core for Sale Property as discussed below for an aggregate net proceeds of approximately \$335,000. The Applicants plan to utilize \$200,000 of these proceeds to meet some of its commitments under the LBVR Management Agreement and has included that amount in the Updated Forecast.

Shore Leases

39. The Monitor previously advised the Court that Armac BC had five shore leases attached to its ocean front properties in Bamfield that were cancelled by the Ministry of Environment, Lands and Parks (Province of BC) ("MELP") in or around the Spring of 2011 for the non-payment of its lease and property tax payments. These shore leases are required for the proper operation of the properties and the Monitor has reminded and requested the Applicants take the proper steps to renew these leases.
40. The Monitor understands that the Applicants recently engaged McManus Development Planning Inc. ("McManus") to make an application to MELP to renew the leases and assist with other development activities of the Applicants' in Bamfield. The Monitor has been advised by the Purdy Group that the application and the appropriate application fee has now been submitted to MELP and that McManus does not foresee there being any issue in obtaining the approvals on

these leases. The Monitor will advise the status of the approval for these leases in its next report to Court.

41. The Applicants have advised the Monitor that it does not believe that operations will be impacted in Bamfield while it waits for the approval of the lease renewals.

Half Moon Lake Resort

42. The Applicants' restructuring strategy for Half Moon has and continues to be to retain and develop the resort into a fully owner occupied RV resort. The Applicants are now seeking to refinance Half Moon with the intent that they utilize the proceeds from the re-financing to assist in funding a plan to their creditors.
43. There are 216 RV lots which have been surveyed and approved for lease by the County (the "Leases"). The Leases had an initial term of 35 years and there are now approximately 25 years remaining. The terms of the Leases are subject to a Court Order obtained by the County some years ago. The Applicants have been litigating with the County for some years over whether Half Moon can grant leases with an initial term of 35 years and renewals of 35 years or whether the leases have a fixed term of 35 years. This is more fully discussed in the Seventh Report.
44. Justice Burrows, as case management Justice, is seized to hear all matters pertaining to this litigation. The matter will be heard by Justice Burrows at Court applications on June 4 and 5, 2013 and that should, subject to any appeal finalize this issue.
45. As previously reported, the Applicants' original strategy for lot sales was to wait to sell Leases until the length of lease issue with the County was resolved or a subdivision approved as it was believed this would significantly increase the value of the Leases. However, given the length of time it was taking to resolve matters with the County or to obtain subdivision approval, the Applicants decided

in February, 2013 to pursue the sale of Leases as they currently exist, with approximately 26 years left. The Applicants initiated their marketing efforts at the recent Edmonton RV show and retained a real estate agent to assist with the process.

46. The Applicants' forecast filed in connection with the last extension application projected lot sales aggregating \$350,000, however, the Applicants' have had no success in obtaining any sales. The Applicants' advise individual lot sales are difficult to achieve due to the uncertainties surrounding the operation of the resort from the Closure Orders in place, the litigation with the County and the CCAA proceedings.
47. The Applicants also continued to pursue the subdivision of the Half Moon land into bare land strata titles. The Applicants advise a further approximately 530 serviced sites could be developed and were applied for given the current zoning of the lands. However, the County has indicated through affidavits filed in the Lease litigation that the County will not approve any subdivision at Half Moon as it is now in the Beaver Hills Initiative conservation area and therefore it is unlikely any subdivision will occur at Half Moon. The Applicant advised the Monitor that in 2010 it formed the Half Moon Lake Wetland Enhancement Society under the Alberta Societies Act for purposes of recognizing the importance of the Beaver Hill Initiative conservation guidelines.

Non-Core For Sale Properties

48. The Non-Core For Sale Properties have been listed with Colliers MacAulay Nicolls Inc. ("Colliers" or the "Listing Agent") since June 22, 2012. The listing agreement was extended several times and will expire on May 30, 2013. Additionally, the listing price of the various properties was reduced during that time. A listing of the properties and the most recent listing price is included in the Tenth Report.

49. There was little interest received on the above properties at the latest reduced listing prices. Consequently, the Applicants, with the concurrence and assistance of the Monitor and Colliers, initiated an “Invitation for Offer” process to sell the Non-Core For Sale Properties in a manner which included a strict-bid deadline to attract serious buyers in competitive sale process. The process was handled and administered by the Applicant’s counsel and observed by the Monitor and the Proposal Trustee in the CCAA and Proposal (i.e. Jack Purdy’s personal proposal) proceedings, respectively. A copy of the Invitation for Offers packages (the “Sales Process Package”) is attached as Appendix E to this report.
50. The Invitation for Offers process (the “Sales Process”) required offers to be submitted to the Applicants by 3:00 p.m. (MST), Thursday, April 25, 2013 and the offers were to be in accordance with the materials outlined in the Invitation for Offers package (the “Sales Process Package”). The Sales Process invited offers to be made on an “as is where is” basis and reintroduced the Non-Core For Sale Properties to the market place on that basis with new advertisements and brochures being sent out to Colliers’ client database.
51. The Monitor was advised by Colliers that the Sales Process generated significant initial interest (i.e. phone calls and tours) from individuals; however, this interest was mainly limited to 8335 Meshers Road and 3203, 3211 - 2nd Avenue properties in Port Alberni.
52. On April 25, 2013, the Purdy Group received six (6) offers as part of the Sales Process. Two offers were for 3203, 3211-2nd Avenue, three offers on 8335 Meshers Road and one offer on 3620 3rd Avenue. The remaining three Non-Core For Sale Properties did not receive any offers.
53. The Monitor understands that the Purdy Group has accepted an offer on 3203, 3211-2nd Avenue for \$72,500 on an “as is where is” basis subject to Court approval. The Monitor has reviewed the offer and agrees that the purchase price accepted by the Applicants is reasonable in the circumstances. This property is subject to a mortgage and judgement registered by Her Majesty the Queen on

behalf of Canada Revenue Agency (“CRA”) and notwithstanding this sale is below the threshold required for Court approval, the Monitor understands that the Applicants may be seeking Court approval in order to discharge the CRA mortgage and judgement and direct that the net proceeds from the sale of approximately \$60,000 be available for general use in the CCAA proceedings. A copy of the accepted offer is attached as Appendix F to this report.

54. The Monitor further understands that the Purdy Group continues to negotiate an offer that was submitted with one of the prospective purchasers on 8335 Meshers. The offer on 3620-3rd avenue was rejected as it was too far below the already reduced listing price.
55. The Purdy Group, with the assistance of the Monitor and Colliers, is currently reviewing its options with respect to the remaining Non-Core For Sale Properties. In addition, the Monitor has been advised by the Purdy Group that the Purdy Group intends to sell certain of its other “non-core” BC properties forthwith, including one remaining Alberta property currently in foreclosure (as discussed below) and as reflected in the Updated Forecast.

Other Redundant Property Sales

56. Prior to the commencement of the CCAA proceedings Armac AB sold a condominium it owned in an arm’s length transaction to Mr. Corey Singh and Mr. Afiz Bharmal (the “Purchasers”). Armac AB also owned a tandem parking stall (the “Tandem Parking Stall”) in the same building. Subsequent to the closing of the sale of the condominium, a dispute arose between Armac AB and the Purchasers over whether the Tandem Stall was included in the sale of the condominium. The parties have now reached an agreement and the Applicants released their interest and sold the Tandem Parking Stalls to the Purchasers for \$50,000 (plus GST) (the “Tandem Stall Proceeds”). The Monitor commissioned and received an indication of value on the Tandem Stall from an independent realtor that supported the Tandem Stall Proceeds and on that basis agreed to the settlement and sale of the Tandem Stall.

57. As identified in the Second Report (Appendix A), the Applicants, Armac BC, Giant Mine Mountain Properties Ltd and Jubilee Mountain Properties collectively own three redundant parcels (225 acres) of land in Invermere, BC (the "Giant Properties") These Applicants have received and accepted an offer to purchase the Giant Properties for \$278,000. The offer is subject to financing and the Applicant advises the purchaser has confirmed it has been approved for the financing. Counsel to the Applicants hold a \$78,000 deposit . The offer is 81% of the 2013 property tax assessed value. The Monitor having regard to the lack of success in the process to sell the Non-Core For Sale Properties and the aggregate 2013 property tax assessed value of \$341,000 has no objection to the sale proceeding reviewed the offer in relation to the tax assessed value.

Alberta Properties in Foreclosure

58. As discussed in the Tenth Report, the Alberta properties in foreclosure at the commencement of the CCAA proceedings included the property at 15625 Stony Plain Road (the "Stony Plain Property") and the Westridge property west of Edmonton (the "Westridge Property").
59. The Purdy Group had been attempting to locate a purchaser for the Westridge Property for some time and during the last stay extension period began negotiating with two parties. The negotiations ended with the Purdy Group, with the concurrence of the Monitor accepting an offer for \$2.5 million, subject to Court approval. This amount was considerably less than the first mortgage held by Axxess Capital Partners as agent for a number of creditors ("Axxess"). Axxess agreed to the sale, but as opposed to obtaining Court approval through the CCAA process Axxess wished to complete its foreclosure process commenced prior to but stayed by the CCAA process.
60. On April 10, 2013, Axxess sought and obtained an Order from this Honourable Court to lift the stay of proceedings (partially) that permitted the secured lenders to proceed with an application to complete its foreclosure and obtain an Order Confirming Sale and Vesting Order. Both Orders were dated and filed on April

10, 2013. The Purdy Group and the Monitor did not object to the applications sought by Axxess on the Westridge Property for the reasons discussed above. The Order has been obtained and the sale closed.

61. The Stony Plain Property continues to be listed for sale with Trikon Properties. The Purdy Group received an offer to purchase this property during the Reporting Period, but the conditions were not fulfilled by the offeror. It is also unlikely there will be any equity over the first mortgage on this property. The Monitor has been advised by the Applicants that Axxess may take the property through completion of its foreclosure proceeding commenced prior to the CCAA proceedings.

UPDATE ON CLAIMS PROCESS

Overview

62. As discussed in the Tenth Report, a Claims Procedure Order was approved by this Honourable Court on February 15, 2012, which required Creditors to submit their Claims by the Claims Bar Date (April 2, 2012).
63. Since the Tenth Report, the Monitor (with the assistance of the Applicants) continued to review the remaining claims outstanding from the 201 filed POC's totalling (in aggregate) approximately \$191.9 million, many of which were considered duplicative in nature. The Eighth Report outlined all the POC's that were being contested and the process that the Monitor understood to be utilized by this Honourable Court to determine the claims in dispute during the Claims Hearing Date.
64. A breakdown of the claims received and the current status of these claims is summarized in the chart below:

| | | | |
|--|-----------------------|---------------------|--------------------|
| Purdy Companies | | | |
| Claims Summary Breakdown | | | |
| May 7, 2013 | | | |
| | | % of total | |
| | Values | Claims Filed | filed claim |
| <u>Accepted claims by Monitor and/or Court</u> | | | |
| Accepted claims in full | \$ 8,642,699.48 | 21 | 4.50% |
| Revised (not disputed by the claimant) | 693,910.40 | 14 | 0.36% |
| Revised (court) | 34,788.50 | 2 | 0.02% |
| | 9,371,398.38 | 37 | 4.88% |
| <u>Outstanding claims to be determined</u> | | | |
| Disallowed (disputed)* | 55,000.00 | 1 | 0.03% |
| Revised (disputed)* | 67,584.50 | 2 | 0.04% |
| Claims under review** | 5,280,255.51 | 31 | 2.75% |
| | 5,402,840.01 | 34 | 2.81% |
| <u>Disallowed claims by Monitor and/or Court</u> | | | |
| Disallowed (not disputed by the claimant) | 6,472,548.67 | 65 | 3.37% |
| Disallowed (court) | 161,067,836.89 | 58 | 83.89% |
| | 167,540,385.56 | 123 | 87.26% |
| <u>Intercompany / shareholder claims</u> | 9,678,772.37 | 7 | 5.04% |
| Proof of Claims Filed | 191,993,396.32 | 201 | 100% |
| *3 notice of disputes filed by claimants with respect to their claim being either revised or disallowed by the Applicants. These claims will either be brought before this Honourable Court to be resolved or will be resolved between the claimants and the Applicants. | | | |
| **30 of the 31 remaining claims to be reviewed relate to CRA claims. | | | |

65. The chart above indicates that of the approximate \$192 million POC's that were filed, the Monitor and/or the Court has accepted approximately \$9.37 million, disallowed approximately \$167.54 million and are currently deciding upon the validity of approximately \$5.40 million of 3rd party creditor claims. These claims do not take into consideration the remaining \$9.67 million in intercompany and/or shareholder claims that were filed by the Applicants that the Monitor is also currently reviewing. In addition to the filed POC's, there is an Administration Charge of \$500,000 and \$2.1 million in Interim Financing that are in priority to all other claims.

66. The Applicants, with the assistance of the Monitor, continue to review the remaining outstanding claims (the majority of which are outstanding CRA claims as discussed below) and should be completed its review within the next proposed stay extension period.
67. The description of the claims categories in the above chart has been fully described in the Tenth Report. Below is a brief discussion and status update on the more significant claims categories that have changed since the Tenth Report:

Outstanding claims to be determined

Claims under review

68. This category represents POC's that are currently being reviewed by the Monitor. There are 31 claims totalling approximately \$5.3 million represented in this category, of which, 30 claims totalling approximately \$5.18 million relate to CRA claims. The Monitor has not completed its review of these claims (due to the corporate tax returns not being completed by the Purdy Group as discussed further below), but believes the majority of the CRA claims are valid (with the exception of a possible duplicative claim totalling \$1.3 million that would adjust the total value of these claims in this category to approximately \$4.1 million).
69. As discussed further below, the Monitor has stressed to the Applicants the importance of completing all outstanding corporate returns in order to allow the Monitor to evaluate each of the CRA POC's. The Monitor believes that it will be able to complete its review of the remaining POC in this category once the corporate tax returns are completed and filed.

Disallowed claims by the Monitor and/or Court

Disallowed (court)

70. This category represents claims that have been disallowed by this Honourable Court at the Claims Hearing Date based upon the Courts review of the Claimants'

NOD's filed with respect to a NDA or NOR issued on claims during the claims process. The Monitor understands that this Honourable Court addressed and disallowed 58 claims during the Claims Hearing Date totaling approximately \$161 million, which includes four claims filed by S&D International Group Ltd. (the "S&D Claims") totalling \$8,980,000 (or \$2,245,000 per filed claim) against certain Applicants and the director of the Applicants (Jack Purdy).

ACTUAL TO FORECAST RESULTS – FEBRUARY 9, 2013 TO MAY 3, 2013

Actual to Forecast Summary Results

71. The actual to forecast cash flow presented at Appendix A to this report for the Reporting Period contains the actual cash receipts and disbursements relating to the Purdy Group as compared to the cash flow forecasts previously provided to this Court in the Tenth Report (the "Tenth Report Forecast").
72. The table below provides a summary of the actual to forecast cash flow for the Reporting Period:

| Purdy Group | Feb. 9/13 to | Feb. 9/13 to | Feb. 9/13 to |
|---|---------------------|---------------------|-----------------------|
| Actual to Budget Cash Flow Results | May 3/13 | May 3/13 | May 3/13 |
| | Budget | Actual | Variance |
| Operating receipts | \$ 28,000 | \$ 62,820 | \$ 34,820 |
| Funds from Monitor's trust account | 1,125,000 | 469,179 | \$ (655,821) |
| Total receipts | <u>\$ 1,153,000</u> | <u>\$ 531,998</u> | <u>\$ (621,002)</u> |
| Operating disbursements | 283,000 | 287,909 | (4,909) |
| Restructuring professional fees | 880,000 | 230,000 | 650,000 |
| Total operating disbursements | <u>\$ 1,163,000</u> | <u>\$ 517,909</u> | <u>\$ 645,091</u> |
| Net change in Applicant cash | \$ (10,000) | \$ 14,089 | \$ 24,089 |
| Applicant cash balance, opening | 14,855 | 14,855 | - |
| Applicant cash balance, ending | <u>4,855</u> | <u>28,944</u> | <u>24,089</u> |
| FUNDS HELD IN TRUST BY MONITOR | | | |
| Trust Opening Cash | \$ 344,051 | \$ 344,051 | \$ - |
| Collection of funds - other | 260,000 | 225,803 | (34,197) |
| Non Core Property Sale Receipts | 1,320,000 | - | (1,320,000) |
| Half Moon Lake Lot Sale Receipts | 350,000 | - | (350,000) |
| Release of funds to LBVR | (170,000) | (220,000) | (50,000) |
| Release of funds to Applicants | (955,000) | (249,179) | 705,821 |
| | <u>805,000</u> | <u>(243,376)</u> | <u>(1,048,376)</u> |
| Trust Ending cash | <u>\$ 1,149,051</u> | <u>\$ 100,675</u> | <u>\$ (1,048,376)</u> |
| TOTAL AVAILABLE CASH | | | |
| Applicant ending cash balance | \$ 4,855 | \$ 28,944 | \$ 24,089 |
| Trust cash balance | 1,149,051 | 100,675 | (1,048,376) |
| Less: cash not available per Court Order | (100,000) | (100,000) | - |
| Less: cash held for LBVR | (50,000) | - | 50,000 |
| | <u>999,051</u> | <u>675</u> | <u>(998,376)</u> |
| Available Cash | <u>\$ 1,003,906</u> | <u>\$ 29,619</u> | <u>\$ (974,287)</u> |

73. Receipts, including the release by the Monitor of previously received Interim Financing and other funds to the Applicant, for the Reporting Period totaled \$531,998, representing a negative variance of \$621,002 from the receipts set out in the Tenth Report Forecast. This variance was primarily due to:

- a) a positive variance of approximately \$34,800 relating mainly to higher than expected receipts from seasonal bookings at Half Moon than what was previously forecast;
- b) a negative timing and permanent variance of approximately \$655,821 relating to funds not received from the Monitor's trust account with respect to the collection of the sale of Non-Core For Sale Properties and the sale of Half Moon lots than was previously forecast. It is anticipated that Half Moon lot sales will not occur in the Forecast Period and approximately \$385,000 will be collected from the sale of Non-Core For Sale Properties and other redundant property sales in the Forecast Period. The Monitor recently became aware of this material difference in the cash flow of the Purdy Group after the Sales Process did not generate the expected interest on these properties, as discussed further below.

74. Operating disbursements for the Reporting Period totaled \$287,909 representing a negative variance of \$4,909. This variance was primarily due to:

- a) a negative variance of \$50,000 relating to the timing of capital costs incurred by LBVR for the preservation and development of the Hawkeye Group Properties' buildings, docks and marine fuel stations. This payment represented the last Set Aside Funds reserved for LBVR in the Monitor's trust account as discussed above;
- b) a positive timing variance of approximately \$11,608 relating primarily to insurance premiums on the BC properties that were

previously forecast to be paid in full, but now is being financed on a monthly basis;

c) a positive timing variance of approximately \$25,000 relating to the timing of certain repairs and maintenance costs required to be incurred to insure Half Moon is able to open by the May long-weekend and vacate the Closure Orders; and

d) a positive permanent variance of approximately \$6,300 relating to management fees that were expected to be paid to Jack Purdy in the Reporting Period due to cash constraints.

75. Restructuring fees of \$230,000 were paid for professional services rendered during the Reporting Period. Due the Purdy Group's cash constraints in these CCAA proceedings, the Purdy Group did not advance the remaining approximately \$650,000 forecast in the Reporting Period. Currently, the Monitor and its counsel have unpaid and unbilled invoices of approximately \$400,000 up to May 3, 2013 and the Purdy Group's counsel has unpaid invoices of approximately \$50,000.
76. The sale of Non-Core For Sale Properties of \$1.32 million did not materialize as originally forecast due to the limited offers received in the Sales Process as discussed above. It is expected; however, that approximately \$60,000 net proceeds will be collected in the coming weeks as reflected in the Updated Forecast for the sale of one of the Non-Core For Sale Properties. The Purdy Group is now looking at its options with respect to the remaining Non-Core For Sale Properties. Due to the uncertainty of being able to sell these remaining properties forthwith, they have not been included in the Updated Forecast.
77. Half Moon lot sale receipts of \$350,000 did not occur during the Reporting Period due to the reasons discussed above and no lots are anticipated to be sold in the Forecast Period.

78. The Applicant's ending cash balance as at May 3, 2013 was \$28,944 compared to the forecast cash balance amount of \$1,003,906, for the reasons discussed above. The combination of the ending available cash balance in the Monitor's trust account of \$675 and the Applicants' ending cash balance above, results in an overall ending available cash balance of \$29,619.

Material Adverse Change to the Cash Flow Statement

79. The Monitor recently became aware of a material adverse change to the cash flow statements (i.e. the Tenth Report Forecast) with respect to cash collections.
80. The Monitor understands that the Applicants did not achieve the intended and expected sale results for its Non-Core For Sale Properties and Half Moon, which would have resulted in forecast receipts within the Reporting Period of \$1.3 million and \$350,000, respectively.
81. Despite this material adverse change to the Applicants cash flow statements, the Purdy Group does expect to generate certain cash receipts from the sale of one of its Non-Core For Sale Properties and other redundant property sales in the Forecast Period that will generate approximately \$385,000 in cash receipts that will enable it to continue to restructure its affairs over the next proposed stay period (as discussed below).
82. The success of the Purdy Group's ability to continue its restructuring efforts will depend on its ability to collect upon the expected cash receipts as outlined in the Updated Forecast. The Monitor will continue to review the progress of the Applicants with respect to its cash flows and will advise this Honourable Court forthwith if there is a material adverse change to the cash flow statements that would significantly impair the Purdy Group's ability to continue within these CCAA proceedings.

UPDATED CASH FLOW FORECAST THROUGH JULY 26, 2013

83. The Purdy Group, with the assistance of the Monitor, has prepared an Updated Forecast for the Forecast Period, which is attached as Appendix D. Management has prepared the Updated Forecast based on the most current information available.
84. The table below summarizes cash flow for the Forecast Period:

| Purdy Group Projected Cash Flow Summary | | May 4/13 to July 26/13 Forecast |
|--|----|--|
| Operating receipts | \$ | 117,000 |
| Funds from Monitor's trust account | | 374,500 |
| Total receipts | \$ | 491,500 |
| Operating disbursements | | 156,000 |
| Release of funds to LBVR | | 200,000 |
| Restructuring professional fees | | 150,000 |
| Total operating disbursements | \$ | 506,000 |
| Net change in Applicant cash | \$ | (14,500) |
| Applicant cash balance, opening | | 28,944 |
| Applicant cash balance, ending | | 14,444 |
| FUNDS HELD IN TRUST BY MONITOR | | |
| Trust Opening Cash | \$ | 100,675 |
| Collection of funds - other | | 50,000 |
| Collection of funds - sale of non-core properties | | 335,000 |
| Release of funds to Applicants | | (374,500) |
| | | 10,500 |
| Trust Ending cash | \$ | 111,175 |
| TOTAL AVAILABLE CASH | | |
| Applicant ending cash balance | \$ | 14,444 |
| Trust cash balance | | 111,175 |
| Less: cash not available per Court Order | | (100,000) |
| Less: cash held for LBVR | | - |
| | | 11,175 |
| Available Cash | \$ | 25,619 |

85. As summarized above, the Purdy Group is projecting:
- a) total operating cash receipts of approximately \$117,000 from Half Moon Lake Resort. All Hawkeye Group Property receipts are retained by LBVR for use in operating and upgrading the Hawkeye properties as previously discussed.
 - b) funds distributed from the Monitor's trust account to the Applicants to be used in its operations and to fund LBVR for its purposes totaling approximately \$356,000;
 - c) cash disbursements for operations and the release of funds to LBVR of approximately \$156,000 and \$200,000, respectively; and
 - d) partial payment of outstanding restructuring fees and costs of approximately \$150,000.
86. The above results in a net decrease in cash of the Applicant's cash balance of approximately \$14,500 during the Forecast Period. The net decrease in cash from the Applicant's bank account will decrease the Applicants ending cash position to approximately \$14,400. The combination of the ending available cash balance in the Monitor's trust account of approximately \$11,500, results in an overall estimated ending available cash balance of approximately \$25,619. The Monitor has reviewed the assumptions supporting the Updated Forecast with Purdy Group management and believes the assumptions to be reasonable.
87. Significant assumptions made by Purdy Group management with respect to the Updated Forecast are:
- a) LBVR is operating the Hawkeye Group Properties and has completed an operating budget for the 2013 operating season that the Monitor is currently reviewing as part of the LBVR business plan. As discussed above, any operating costs, including payment of LBVR management fees, property taxes and insurance payments for the Hawkeye Group

Properties must be funded from its own operations and any surplus cash flow will be utilized by LBVR for further capital improvements. Accordingly, no operating receipts or disbursements for the Hawkeye Group Properties are included in the Updated Forecast.

- b) Lease fee collection and rental RV receipts from Half Moon Lake of approximately \$117,000;
- c) operating costs relating to the Hawkeye Group Properties of approximately \$7,000 for property and corporate liability insurance to cover the Hawkeye Group Properties for the month of May. It is expected that LBVR will be paying all future monthly insurance payments from its operating cash flows as discussed above;
- d) operating costs relating to Half Moon of approximately \$76,000, which does not include the payment of Half Moon's outstanding property taxes of approximately \$80,000;
- e) management fees and consultant fees of approximately \$36,000 relating to management fees paid to Jack Purdy and the tax consultant (as discussed below) of approximately \$13,500 and \$22,500, respectively;
- f) contingency costs of approximately \$12,000;
- g) The Purdy Group is projecting to advance an additional \$200,000 to LBVR (as discussed above). The funds will come from the sale of one of the Non Core For Sale Properties and other redundant property sales (as described below) and it is expect the funds will be utilized to improve the Hawkeye Group Properties and fund inventory purchases.

- h) restructuring costs for the Monitor, its counsel and the Applicants' counsel are based on the cash flow available and are not indicative of the outstanding fees as discussed above; and
 - i) anticipated sale of one Non-Core For Sale Properties, the Tandem Stall and the Giant Mine Properties that are expected to recover net proceeds of approximately \$385,000 as discussed previously in this report.
- 88. Based on the Purdy Group's assumptions, the Updated Forecast indicates that the Purdy Group will continue to have sufficient available cash to meet its current operating obligations through the Forecast Period but not to pay its entire outstanding and unbilled professional fees. The monitor and both counsels have an Administration Charge of \$500,000 to secure their fees. This, along with the forecast payment to these fees in the Updated Forecast, is currently sufficient to cover the outstanding fees incurred (but not paid) to date. The Purdy Group may be required to either sell certain other redundant assets or obtain the financing to fund the Plan during the next proposed Stay Extension in order to continue to fund its restructuring efforts.

FINANCIAL STATEMENT AND REGULATORY FILING REQUIREMENTS

Financial Statements, Regulatory Filings

- 89. During the Reporting Period, the Monitor assisted the Purdy Group in updating, preparing and completing its outstanding financial statements and GST remittances since the Filing Date (as in accordance with the order provided by this Honourable Court on August 10, 2012 regarding the Monitor's authority to oversee and assist in the preparation of the Purdy Group's financial statements and tax records).
- 90. In addition, the Monitor assisted the Purdy Group in identifying a professional chartered accounting firm to prepare and complete the Applicants' corporate tax

returns, along with Jack Purdy's tax return to fulfill regulatory obligations and to allow the Purdy Group, with the assistance of the Monitor, to complete its review of the 30 outstanding POC's filed by CRA (as discussed above). On March 22, 2013, the Purdy Group engaged the services of McCallum and Company, Chartered Accountants ("McCallum") as its tax consultant and advisor to complete 47 outstanding tax returns and two personal tax returns and the Monitor, at the request of the Purdy Group, provided all tax related information requested by McCallum to start its work, but the Purdy Group could not provide them with an appropriate retainer at that time due to cash constraints. As such, the tax work was not started by McCallum during the Reporting Period. A copy of the engagement letter is attached as Appendix G to this report.

91. On May 10, 2013, the Monitor, at the request of the Purdy Group, was able to send McCallum a retainer cheque amount of \$7,500 from the Monitor's trust account. The Monitor has been advised by McCallum that it will now start its engagement on May 13, 2013 and it is anticipated that it will take approximately 2-3 weeks to complete the work contemplated.

THE PURDY GROUP'S REQUEST FOR AN EXTENSION TO THE STAY PERIOD

92. Pursuant to the Initial Order, the Purdy's Group's stay period expires at midnight on May 24, 2013 (the "Stay Period"). The Purdy Group is seeking an extension of the Stay Period, until and including July 26, 2013 (the "Proposed Stay Extension").
93. The Proposed Stay Extension is necessary for the Purdy Group to complete and address the remaining claims in accordance with the Claims Procedure Order and its outstanding corporate tax returns, further its restructuring initiatives and develop a plan of arrangement and/or compromise.
94. In the Monitor's view, the Purdy Group, overall, is acting in good faith and with due diligence during this CCAA proceeding and no creditor will be materially

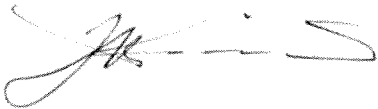
prejudiced by an extension of the stay. The Monitor is of the view that that Stay Extension is appropriate in the circumstances.

RECOMMENDATION

95. The Monitor recommends that this Honourable Court approve the Proposed Stay Extension.

All of which is respectfully submitted this 10th day of May, 2013.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as court-appointed Monitor of
the Purdy Group**

A handwritten signature in black ink, appearing to read 'Tim Reid', with a stylized flourish at the end.

Tim Reid, CA•CIRP
Senior Vice-President

A handwritten signature in black ink, appearing to read 'Orest Konowalchuk', with a large, sweeping loop at the end.

Orest Konowalchuk, CA•CIRP
Senior Manager

APPENDIX A

Purdy Group of Companies
Actual to Forecast Results
For the period of February 9, 2013 to May 3, 2013 (the "Forecast Period")
(in CDN dollars)

| | Forecast | Actual | Variance |
|--|-----------------------------------|-------------------------------|-------------------------------|
| | Week 65 to Week 76 | Week 65 to Week 76 | Week 65 to Week 76 |
| | February 9 to May 23, 2013 | | |
| <u>Operating receipts</u> | | | |
| Hawkeye Group Properties sales and rental receipts | - | 1,790 | 1,790 |
| Half Moon Lake Resort receipts | 28,000 | 60,030 | 32,030 |
| Other receipts | - | 1,000 | 1,000 |
| <i>Total operating receipts</i> | 28,000 | 62,820 | 34,820 |
| <u>Funds from Monitor's Trust Account</u> | 1,125,000 | 469,179 | (655,821) |
| Total receipts | 1,153,000 | 531,998 | (621,002) |
| <u>Operating Disbursements</u> | | | |
| Hawkeye Group Properties expenses | 30,000 | 18,392 | 11,608 |
| Half Moon Lake expenses | 68,000 | 42,317 | 25,683 |
| Management fees, wages and salaries | 13,500 | 7,200 | 6,300 |
| Half Moon Lake Capital Costs | - | - | - |
| Contingency - Non Bamfield | 1,500 | - | 1,500 |
| LBVR Managment agreement set aside funds | 170,000 | 220,000 | (50,000) |
| <i>Total operating disbursements</i> | 283,000 | 287,909 | (4,909) |
| <u>Restructuring professional fees</u> | | | |
| - Monitor | 525,000 | 150,000 | 375,000 |
| - Company Counsel | 190,000 | 40,000 | 150,000 |
| - Monitor Counsel | 165,000 | 40,000 | 125,000 |
| <i>Total restructuring professional fees</i> | 880,000 | 230,000 | 650,000 |
| Total disbursements | 1,163,000 | 517,909 | 645,091 |
| Net change in Applicant cash | (10,000) | 14,089 | 24,089 |
| APPLICANT CASH BALANCE | | | |
| Opening cash | 14,855 | 14,855 | - |
| Net change in operating cash | (10,000) | 14,089 | 24,089 |
| Ending Cash | 4,855 | 28,944 | 24,089 |

(continued...)

| FUNDS HELD BY MONITOR | | | |
|----------------------------------|-----------|-----------|----------|
| Opening Cash | 344,051 | 344,051 | - |
| Collection of funds - other | 260,000 | 225,803 | (34,197) |
| Non Core Property Sale Receipts | 1,320,000 | - | |
| Half Moon Lake Lot Sale Receipts | 350,000 | - | |
| Release of funds to LBVR | (170,000) | (220,000) | (50,000) |
| Release of funds to Applicants | (955,000) | (249,179) | 705,821 |
| | 805,000 | (243,376) | 621,624 |
| Ending cash | 1,149,051 | 100,675 | 621,624 |

| TOTAL AVAILABLE CASH FOR GENERAL RESTRUCTURING | | | |
|---|------------------|---------------|------------------|
| Applicant ending cash balance | 4,855 | 28,944 | 24,089 |
| Total Funds held by Monitor | 1,149,051 | 100,675 | (1,048,376) |
| Less: Funds held for LBVR Agreement | (50,000) | - | 50,000 |
| Cash held in trust per Court Order | (100,000) | (100,000) | - |
| | 999,051 | 675 | (998,376) |
| Cash available for general restructuring | 1,003,906 | 29,619 | (974,287) |


 Jack Purdy, President
 Purdy Group


 Date

APPENDIX B

BVR (Hawkeye Group Properties)

Actual Cash Flow
 for the period of September 8, 2012 to March 31, 2013
 in CDN dollars)

| | Sept 8 - Oct 31/12 | Nov 1 - Nov 30/12 | Dec 1 - Dec 31/12 | Jan 1 - Jan 31/13 | Feb 1 - Feb 28/13 | Mar 1 - Mar 31/13 | 7 month Total |
|---|--------------------|-------------------|--------------------|-------------------|-------------------|--------------------|-------------------|
| Operating receipts | | | | | | | |
| Units received from the Purdy Group | \$ 150,000 | \$ 100,000 | \$ - | \$ 100,000 | \$ 140,000 | \$ 60,000 | \$ 550,000 |
| Leasepath sales and rental receipts | 4,069 | 4,948 | (2,660) | (1,886) | (801) | 5,377 | 9,047 |
| Other miscellaneous receipts | 546 | 442 | 2,763 | 4,256 | 2,343 | 1,295 | 11,645 |
| Total operating receipts | \$ 154,615 | \$ 105,389 | \$ 103 | \$ 102,370 | \$ 141,542 | \$ 66,672 | \$ 504,020 |
| Operating Disbursements | | | | | | | |
| Management fees | \$ 33,300 | \$ 16,650 | \$ 16,650 | \$ 16,650 | \$ 16,650 | \$ 16,650 | \$ 116,550 |
| Restaurant food and beverage inventory | 4,906 | 1,604 | 4,260 | 2,937 | 5,480 | 7,292 | 26,479 |
| Operations labour | 4,319 | 4,051 | 7,889 | 8,630 | 6,857 | 9,068 | 40,813 |
| Utility costs | 4,738 | 1,976 | 7,215 | 12,021 | 7,400 | 9,451 | 42,801 |
| Fuel inventory | - | - | - | 6,904 | - | - | 6,904 |
| Travel expenses | 2,835 | 4,644 | 1,858 | 1,510 | (433) | 1,771 | 12,185 |
| Office, pub and cleaning supplies | 2,350 | 252 | 2,544 | 8,144 | 3,170 | 7,770 | 24,230 |
| Other misc | 298 | 458 | (106) | 86 | 654 | 38 | 1,428 |
| Bank service charges and other permit costs | 184 | 319 | 231 | 191 | 298 | 381 | 1,602 |
| Total operating disbursements | \$ 52,931 | \$ 29,954 | \$ 40,541 | \$ 57,073 | \$ 40,075 | \$ 52,420 | \$ 272,992 |
| Capital costs | | | | | | | |
| Furniture and equipment purchases | \$ 3,974 | \$ - | \$ 25,446 | \$ 13,521 | \$ 63,737 | \$ 2,330 | \$ 109,008 |
| Repairs and maintenance | 11,472 | 3,030 | 13,233 | 27,788 | 42,625 | 28,248 | 126,396 |
| Total capital costs | \$ 15,446 | \$ 3,030 | \$ 38,680 | \$ 41,309 | \$ 106,362 | \$ 30,577 | \$ 235,404 |
| Total operating and capital costs | \$ 68,377 | \$ 32,983 | \$ 79,220 | \$ 98,381 | \$ 146,437 | \$ 82,997 | \$ 508,396 |
| Net change in cash | \$ 86,239 | \$ 72,406 | \$ (79,117) | \$ 3,989 | \$ (4,895) | \$ (16,326) | \$ 62,296 |
| Opening cash | - | 86,239 | 158,645 | 79,528 | 83,517 | 78,622 | - |
| Ending Cash | \$ 86,239 | \$ 158,645 | \$ 79,528 | \$ 83,517 | \$ 78,622 | \$ 62,296 | \$ 62,296 |

APPENDIX C

Konowalchuk, Orest

From: Conan Taylor <ctaylor@taylorlawservices.com>
Sent: Friday, May 10, 2013 10:39 AM
To: Reid, Tim; Konowalchuk, Orest
Subject: Fwd: See attached letter of March 28, 2013 regarding HMLR
Attachments: March 28, 2013 Purdy-HMLR letter.pdf; ATT00001.htm

Begin forwarded message:

From: Conan Taylor <ctaylor@taylorlawservices.com>
To: Rob O'Neill <RO'Neill@ogilvielaw.com>
Subject: FW: See attached letter of March 28, 2013 regarding HMLR

Fw: See attached letter of March 28, 2013 regarding HMLR

Dear Rob:

With her letter of March 28th, 2013, attached, we seem to be heading around the mulberry bush again with your Ms. Emde.

With the continuing cooperation of Alberta Environment and our professional engineers, Becker , ElZein & Associates Ltd.,, we are in the process, as soon as weather and soil conditions permit, of completing the approved permanent waste water and sewage system, as contemplated in paragraph 3 of the Order of June 15th (I think), 2012 (I can't put my finger right now on a granted and filed copy of that Order, but I note that the form of Order I executed my consent upon and returned to you under cover of my email to you dated June 15th, 2012, was dated on that same date, and my recollection is that you in fact attended in Court and obtained the Order on that same date) (the "2012 AHS Order")

We understand that your client's support for the 2012 AHS Order and for the re-opening of the Resort last year was subject to the permanent approved waste water system being completed by the end the 2012 Resort Camping Season (the "Permanent Approved Waste Water System"). It was not, due in part to uncooperative weather. It is, however, intended to be complete before the opening of the 2013 Resort Camping Season. In the result, it is not our intention at this time to seek your client's support for an opening

of the 2013 Resort Camping Season on the basis of a temporary pump and haul sewage system, notwithstanding that such a system was in fact approved under a Code of Practice Registration with Alberta Environment.

Once the Permanent Approved Waste Water System is completed and certified by our project Engineers, and such certification duly provided to Alberta Environment as required, I see no basis whatsoever for your client's continuing objection to the lifting and permanent removal of the EOO. Your client's expressed concern about a continuing "lack of assessment information" is unsupportable. Any continuing apparent scepticism by your client in this regard, which is wholly without merit, was in any event fully and further answered by the on-going without-fault monitoring that was undertaken through-out the 2012 Resort Camping Season pursuant to paragraph 2 of the 2012 AHS Order, and as was required under the Resort's existing water treatment license.

If, notwithstanding evidence to be provided to your office in due course of the satisfactory completion of the Permanent Approved Waste Water System, it will still be your client's intention to obstruct the opening of the Resort thereafter, then we request confirmation of same, and request an immediate meeting with you and your client in order to understand the basis of AHS's continuing concerns.

-----Original Message-----

From: Karen Emde <Karen.Emde@albertahealthservices.ca>

Date: Thu, 28 Mar 2013 19:16:02

To: <jack.purdy@hotmail.com>; <hmlr@telus.net>

Cc: <RO'Neill@ogilvielaw.com>; <Terry.McGinn@gov.ab.ca>; <

Rasel.Hossain@gov.ab.ca>; <jeff.toering@gov.ab.ca>; <

linette.capcara@strathcona.ca>; <Lyla.Peter@strathcona.ca>; <

Phil.Callbeck@albertahealthservices.ca>; <treid@alvarezandmarsal.com>; <

okonowalchuk@alvarezandmarsal.com>

Subject: See attached letter of March 28, 2013 regarding HMLR

Karen Emde M.Sc. CPHI(C)

Supervisor, Risk Assessment,

Executive Officer,
Environmental Public Health
phone (780) 342 - 0131

This message and any attached documents are only for the use of the intended recipient(s), are confidential and may contain privileged information. Any unauthorized review, use, retransmission, or other disclosure is strictly prohibited. If you have received this message in error, please notify the sender immediately, and then delete the original message. Thank you.

Information from ESET Smart Security, version of virus signature database 8173 (20130328) _____

The message was checked by ESET Smart Security.

<http://www.eset.com>

Information from ESET Smart Security, version of virus signature database 8272 (20130426) _____

The message was checked by ESET Smart Security.

<http://www.eset.com>

March 28, 2013

Mr. Jack Purdy
21524 TWP Rd. 520
Sherwood Park, AB, T9E 1E5

Halfmoon Lake Resort Ltd.
21524 TWP Rd. 520
Sherwood Park, AB, T8E 1E5

Dear Mr. Purdy,

This letter is a reminder that **all** of the requirements of the November 17, 2010 Executive Officer's Order (EOO), as upheld by the April 2011 decision of the Alberta Public Health Appeal Board, the June 17, 2011 Court of Queen's Bench Order of Madam Justice Goss, the June 23, 2011 Order of Justice Michalyshyn, and the June 30, 2011 Order of Madam Justice Ross, have **not** yet been complied with. That includes a **permanent**, reliable potable water supply and water distribution to all sites at the Resort wherever potable water is required by legislation. That also includes a **permanent**, suitable, functional wastewater collection and treatment system, as required by the November 17, 2010 EOO.

In a detailed AHS file review conducted again in 2013, and as conducted previously in 2012 and 2011, of the information provided to date by Half Moon Lake Resort Ltd and yourself, there remains an information gap in required information and which has **NOT** been provided to AHS by the Resort or yourself.

The outstanding EOO requirements include:

- **lack** of assessment information about the Resort's existing potable water storage tanks and water distribution piping, including information to confirm that these critical infrastructure components are actually constructed of materials designed to be in constant contact with potable water, a statement of certification of the suitability of those materials for use with potable water systems, or construction details confirming the proper installation/operation and maintenance of those critical components (*i.e. are the existing above ground water storage and/or below ground water distribution infrastructure "fit for purpose" for potable water, within the meaning of regulatory requirements and capable of reliably delivering potable water at each and every water tap where legislation requires that to be delivered?*);
- **lack** of assessment information about the Resort's existing buried potable water distribution materials with respect to their suitability for use in the proposed potable water system upgrades (*i.e. are those structure "fit for purpose" for potable water, within the meaning of regulatory requirements*); and

- **lack of assessment information about the Resort's existing buried wastewater collection system, and the suitability of use of "fit for intended purpose and volume of wastewater generated" for the Resort's proposed new wetlands treatment wastewater system (i.e. are those existing infrastructure instalments still "fit for purpose" for wastewater collection and delivery to the constructed wastewater treatment infrastructure, and within the meaning of regulatory requirements);.**

The November 2010 EOO was upheld by the Alberta Public Health Appeal Board (PHAB) in April 2011. The Resort was ordered closed by the June 17, 2011 Court of Queen's Bench decision of Madam Justice Goss until such time that the November 17, 2010 EOO had been fully complied with. This closure was upheld by the Order of Justice Michalyshyn issued June 23, 2011 and further upheld by the Order of Madam Justice Ross issued June 30, 2011.

The June 15, 2012 Court of Queen's Bench Consent Order of Justice Belzil, rescinded the previous Court of Queen's Bench Closure Orders of June 2011, but was very specific to the **temporary operation of the Resort for the 2012 camping season only, to allow the Resort sufficient time** to complete the permanent constructed wet lands intended for wastewater sewage treatment to be built and be fully operational. Our understanding of "fully operational" would be within the confines of the regulatory monitoring and compliance requirements for discharge of treated sewage effluents from the Resort's wastewater system, as the Resort has an AE-SRD approval for that **permanent** wastewater treatment system as of April 2012.

At a meeting of March 29, 2012, we note that you personally very clearly indicated to us and our legal Counsel, Mr. Robert O'Neill (Ogilvie LLP), with your lawyer (Mr. Conan Taylor, Taylor Law LLP) present, that the Resort's proposed new permanent water and wastewater systems, as per the requirements of the April 2012 approvals from Alberta Environment and Water for those systems, would **be entirely completed and functional by approximately the middle of May 2012**. That has clearly not happened to date.

We further note that the Resort's **permanent wastewater system has NOT yet been completed** during the period specified in the June 15, 2012 Court of Queen's Bench Consent Order that temporarily allowed the Resort to open for a portion of the 2012 camping season.

Be reminded that on June 30, 2011 when Alberta Health Services (EHO Maria Precup and myself) with our legal counsel (Mr. Rob O'Neill of Ogilvie LLP) met during the break between sessions with yourself and your legal counsel (Mr. Norm Simons of Simons and Stephens LLP) you very clearly indicated to us, with Mr. Norm Simons present, that your **new permanent** water and wastewater systems would be approved, built, and fully operational within 2 weeks of the June 30, 2011 date. That has clearly not occurred to date.

Therefore the need for the Resort to provide adequate proof of a demonstrated, reliable permanent potable water system, and a demonstrated, reliable permanent wastewater treatment system to AHS, as required by the November 2010 EOO has continued from the time the EOO was issued in 2010, appealed to and upheld by PHAB in spring of 2011, upheld by the Court of Queen's Bench in 2011, terms of the 2012 temporary Court of Queen's Bench Consent Order of 2012, remains outstanding to this date.

We note that we have **not** received any further updates on the status of work, as required by the EOO, for the fall/winter 2012 to 2013 and which is required to comply with all of the requirements of the November 17, 2010 EOO at the Resort.

We have also very recently received reports from the Resort's contractors of record for 2012 for the potable water system that there will be issues arising with the potable water system for the 2013 camping season due to potential civil litigation issues between these contractors of record for 2012, as reported to AHS by yourself and the Resort for these two critical infrastructure systems as those relate to the outstanding requirements of the EOO. The issues being reported to AHS pertain to alleged issues with critical water treatment infrastructure, such as the chlorination and water treatment systems, as per the requirements of the 2012 Alberta Environment and Sustainable Resource Development (AE-SRD) approvals for the potable water system issued to the Resort in the spring of 2012.

We require immediate and further written documentation and substantiation of the Resort's compliance status for the permanent potable water system, as considered by the June 2012 Court of Queen's Bench Consent Order, as well as the permanent wastewater system, and which includes, without limitation, copies of **all AE-SRD (i.e. 2013, as well as 2012) written compliance records for that agency's compliance inspections of the Resort's potable water system** to properly assess the allegations now being made of the Resort's contractors of record for 2012 relative to the outstanding EOO issues. This shall be done prior to opening of the Resort for the 2013 season, and by the end of the business day of April 30, 2013.

The same information is required of the Resort for the permanent wetlands wastewater system, as described by the AE-SRD approval of April 2012. And where that documentation **shall be** provided to AHS before the end of the business day of April 30, 2013. As per the unfulfilled requirements of the November 2010 EOO issued to the Resort and yourself in November 2010, and where that EOO was upheld by the written decision of PHAB in April 2011.

Be advised that any **temporary** alternative water and wastewater operation, in the continued absence of **full** compliance to the requirements of the November 17, 2010 Executive Officer's Order, will **not be contemplated** for operation of the Resort **after the conclusion of the 2012** season, or any other time thereafter, as described by the June 15, 2012 Court of Queen's Bench Consent Order.

The November 17, 2010 EOO has not been rescinded to date.

The Resort is to remain closed until such time that all of the deficiencies noted in that outstanding EOO have been satisfactorily addressed and completed and that all work required to address those deficiencies has finally been completed, and have been inspected and approved by our office, as per the outstanding requirements of the November 2010 EOO.

COMPLIANCE WITH COURT ORDERS

You are once again reminded to ensure that this recreational area complies with ALL OF the requirements of the November 17, 2010 Executive Officer's Order, as upheld by the Alberta Public Health Appeal Board in April 2011, and prior to opening for the 2013 camping season.

Should the Resort choose to open without those still outstanding EOO conditions being duly fulfilled, we will bring an application to have you and the other Respondents held in contempt and in violation of the November 17, 2010 Executive Officers Order and various Court Orders, resulting in further action by this office.

You are once again reminded to rectify ALL outstanding violations listed in the November 17, 2010 Executive Officer Order, and as upheld by PHAB, and prior to opening for the 2013 camping season on the May 2013 long weekend, to obviate further regulatory action.

You are once again reminded to ensure that this recreational area shall comply with all regulatory requirements of the Public Health Act, the Recreation Area Regulation, the Nuisance and General Sanitation Regulation, the Food Regulation, the Housing Regulation, and the Swimming Pool, Spray Parks, Wading Pool Regulation once the Resort is allowed to re-open to the public for the 2013 camping season, and upon rescission of the November 17, 2010 EOO, pending successful written demonstration of all remaining and outstanding regulatory compliance requirements of the EOO by the Resort and/or yourself well prior to contemplation of opening for the 2013 camping season.

Sincerely,



Karen Emde M.Sc., CPHI(C)
Supervisor, Risk Assessment,
Executive Officer

cc. R. O'Neill
T. McGinn

R. Hossain
J. Toering
L. Capcara
L. Peter
T. Reid
O. Konowalchuk
P. Callbeck

Health Legislation, Regulations and Standards

Electronic versions of the Regulations can be found on the Alberta Health & Wellness website (Publications) www.health.gov.ab.ca.

Health Legislation and regulations are available for purchase. Please contact Alberta Queen's Printer Bookstore 10611 - 98 Avenue, Main Floor, Park Plaza, Edmonton, Alberta, T5K 2P7) or www.qp.gov.ab.ca.

Copies of standards are available by contacting the Legal and Legislative Services branch of Alberta Health & Wellness at (780) 427-6098.

*Environmental Public Health is empowered under the *Regional Health Authority Act* and the *Public Health Act* to promote and protect the health of the population through the enforcement of public health regulations within the Region.*

780-428-7775

09:46:29 a.m. 06-15-2012

2/3

COURT FILE NUMBER 1103 09097

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANT ALBERTA HEALTH SERVICES

RESPONDENTS HALF MOON LAKE RESORT LTD., JOHN PURDY also known as JACK PURDY, RONA GAYDA, HAZEL THOMPSON and PRARIE RESORT MANAGEMENT CORPORATION operating as HALF MOON LAKE RESORT and also operating as HALFMOOM LAKE RESORT

DOCUMENT CONSENT ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Ogilvie LLP
#1400, 10303 Jasper Avenue
Edmonton AB T5J 3N6
Attention: Rob O'Neill
Phone No.: 780.429.6224
Fax No.: 780.429.4453
*Service will be accepted by delivery or fax.
No other form of service will be accepted.*

FILE NO.: 5011.272/57

DATE ON WHICH ORDER WAS PRONOUNCED: FRIDAY, JUNE 15TH, 2012, IN EDMONTON

NAME OF JUSTICE WHO MADE THIS ORDER

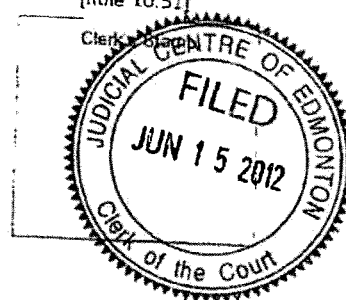
MR. JUSTICE R.P. BELZIL

UPON THE APPLICATION of the Applicant; AND UPON hearing Counsel for the Applicant; AND UPON NOTING the consent of counsel for the Respondents; AND UPON HAVING READ the Interim Order of Madam Justice Goss issued June 17, 2011; AND UPON HAVING READ the follow up Order of Justice Michalyshyn issued June 24, 2011; AND UPON HAVING READ the Orders of Madam Justice Ross issued June 30, 2011 and July 29, 2011; IT IS HEREBY ORDERED THAT:

Form 47

[Rule 10.51]

Clerk of the Court



I hereby certify this to be a
true copy of the original.

[Signature]
for Clerk of the Court

CW

780-428-7775

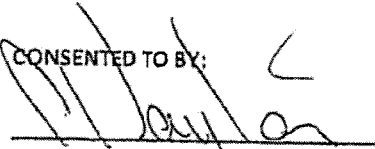
09:46:46 a.m. 06-15-2012

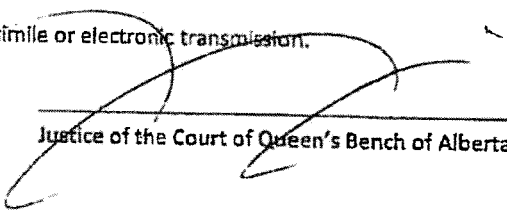
3/3

✓ CP known as Half Moon Lake Resort CP 10/1/12

1. The previous Closure Orders issued by the Court regarding 21524 Township Road 520, Sherwood Park, Alberta (the "Premises") including but not limited to the store "(once a Food Permit is received)", the office, all washrooms, the campsites, the tenting areas, the day use areas, the laundry complex, the conference center, the pavilion, the RV dump site and any other area of the facility accessible to the public are hereby rescinded. The Premises shall no longer have to remain closed as the Respondents have completed sufficient work such that Alberta Health Services has provided approval to reopen the Premises.
2. The Respondents shall provide Alberta Health Services with the following documents for the 2012 season:
 - a) a weekly summary of the chlorine readings regarding the potable water system;
 - b) the monthly results of the arsenic testing regarding the potable water system for both wells and the distribution system;
 - c) legible copies, on a weekly basis, of the septic hauling and disposable manifest for the sewer system.
3. Alberta Health Services will allow the Respondents to use a temporary pump and haul sewage system until such time as the constructed wet lands sewage system is built and operational "(but not past the end of the 2012 camping season without further Order of the Court)".
4. If there is any failure of the pump and haul sewage system such as to cause a risk to public health in contravention of the *Public Health Act*, and if the Respondents are unable to satisfy Alberta Health Services that the problem causing the failure has been adequately corrected and the risk to public health forthwith removed, then the Premises shall once again be closed until such time as Alberta Health Services can be so satisfied.
5. This Order may be consented to by facsimile or electronic transmission.

CONSENTED TO BY:


CONAN TAYLOR – Taylor Law Office
Counsel for the Respondents


Justice of the Court of Queen's Bench of Alberta

APPENDIX D

Hardy Group of Companies
Updated Forecast Cash Flow
for the period of May 4 to July 26, 2013 (the "Forecast Period")
in CDN dollars)

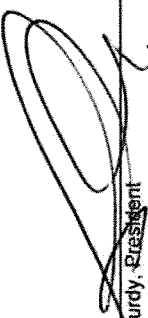

| | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | Forecast | TOTAL Forecast Week 77 to Week 88 |
|---|----------------------|----------------------|----------------------|----------------------|---------------------|----------------------|----------------------|----------------------|---------------------|----------------------|----------------------|----------------------|----------|----------|----------|----------|----------|----------|--|
| | Week 77 10-May-13 | Week 78 17-May-13 | Week 79 24-May-13 | Week 80 31-May-13 | Week 81 7-Jun-13 | Week 82 14-Jun-13 | Week 83 21-Jun-13 | Week 84 28-Jun-13 | Week 85 5-Jul-13 | Week 86 12-Jul-13 | Week 87 19-Jul-13 | Week 88 26-Jul-13 | | | | | | | |
| Operating receipts | | | | | | | | | | | | | | | | | | | |
| lawkeye Group Properties trade sales and | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| rental receipts | 7,000 | 20,000 | 10,000 | 10,000 | 7,500 | 7,500 | 7,500 | 7,500 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 117,000 |
| half Moon Lake Resort receipts | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| other receipts | 7,000 | 20,000 | 10,000 | 10,000 | 7,500 | 7,500 | 7,500 | 7,500 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 117,000 |
| total operating receipts | 14,500 | 40,000 | 20,000 | 20,000 | 15,000 | 15,000 | 15,000 | 15,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 374,500 |
| funds from Monitor's Trust Account | | | | | | | | | | | | | | | | | | | |
| total receipts | 21,500 | 60,000 | 40,000 | 40,000 | 30,000 | 30,000 | 30,000 | 30,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 491,500 |
| Operating Disbursements | | | | | | | | | | | | | | | | | | | |
| lawkeye Group Properties expenses | 7,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 7,000 |
| half Moon Lake expenses | 10,000 | 12,000 | 6,000 | 6,000 | 3,000 | 5,000 | 5,000 | 5,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 76,000 |
| management fees, wages and consultants | 7,500 | - | - | 4,500 | 15,000 | - | 4,500 | - | - | - | 4,500 | - | - | - | - | - | - | - | 36,000 |
| half Moon Lake Capital Costs | - | 25,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 25,000 |
| contingency | - | 4,000 | - | - | 4,000 | - | - | - | - | 4,000 | - | - | - | - | - | - | - | - | 12,000 |
| total operating disbursements | 24,500 | 41,000 | 6,000 | 10,500 | 22,000 | 5,000 | 9,500 | 5,000 | 6,000 | 10,000 | 10,500 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 156,000 |
| BVR management agreement disbursements | | | | | | | | | | | | | | | | | | | |
| release of funds to LBVR | - | - | - | - | 100,000 | - | - | 100,000 | - | - | - | - | - | - | - | - | - | - | 200,000 |
| total operating & LBVR disbursements | 24,500 | 41,000 | 6,000 | 10,500 | 122,000 | 5,000 | 9,500 | 105,000 | 6,000 | 10,000 | 10,500 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 356,000 |
| Restructuring professional fees | | | | | | | | | | | | | | | | | | | |
| Monitor | - | - | - | - | 70,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | 70,000 |
| Company Counsel | - | - | - | - | 40,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | 40,000 |
| Monitor Counsel | - | - | - | - | 40,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | 40,000 |
| total restructuring professional fees | - | - | - | - | 150,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | 150,000 |
| total disbursements | 24,500 | 41,000 | 6,000 | 10,500 | 272,000 | 5,000 | 9,500 | 105,000 | 6,000 | 10,000 | 10,500 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | 506,000 |
| at change in Applicant cash | (3,000) | (21,000) | 4,000 | (500) | (4,500) | 2,500 | (2,000) | 2,500 | 4,000 | - | (500) | 4,000 | (500) | (500) | (500) | (500) | (500) | (500) | (14,500) |

| | | | | | | | | | | | | | | | | | | | |
|-------------------------------|---------|----------|-------|-------|---------|-------|---------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------|
| APPLICANT CASH BALANCE | | | | | | | | | | | | | | | | | | | |
| opening cash | 28,944 | 25,944 | 4,944 | 8,944 | 8,444 | 3,944 | 6,444 | 4,444 | 6,944 | 10,944 | 10,944 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 28,944 |
| at change in operating cash | (3,000) | (21,000) | 4,000 | (500) | (4,500) | 2,500 | (2,000) | 2,500 | 4,000 | - | (500) | 4,000 | (500) | (500) | (500) | (500) | (500) | (500) | (14,500) |
| ending Cash | 25,944 | 4,944 | 8,944 | 8,444 | 3,944 | 6,444 | 4,444 | 6,944 | 10,944 | 10,944 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 10,444 | 14,444 |

EXHIBIT D

| FUNDS HELD BY MONITOR | | | | | | | | | | | | | |
|---|----------|---------|---------|---------|-----------|---------|---------|---------|---------|-----------|---------|---------|-----------|
| Opening Cash | 100,675 | 136,175 | 136,175 | 136,175 | 136,175 | 136,175 | 211,175 | 211,175 | 211,175 | 211,175 | 111,175 | 111,175 | 100,675 |
| Collection of funds - other | 50,000 | - | - | - | - | - | - | - | - | - | - | - | 50,000 |
| Jon Core Property Sale Receipts | - | - | - | - | 335,000 | - | - | - | - | - | - | - | 335,000 |
| Half Moon Lake Lot Sale Receipts | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Release of funds to Applicants (for LBVR) | - | - | - | - | (100,000) | - | - | - | - | (100,000) | - | - | (200,000) |
| Release of funds to Applicants (for operations) | (14,500) | - | - | - | (160,000) | - | - | - | - | - | - | - | (174,500) |
| | 35,500 | - | - | - | 75,000 | - | - | - | - | (100,000) | - | - | 10,500 |
| Ending cash | 136,175 | 136,175 | 136,175 | 136,175 | 211,175 | 211,175 | 211,175 | 211,175 | 111,175 | 111,175 | 111,175 | 111,175 | 111,175 |

| TOTAL AVAILABLE CASH FOR GENERAL RESTRUCTURING | | | | | | | | | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Applicant ending cash balance | 25,944 | 4,944 | 8,944 | 8,444 | 3,944 | 6,444 | 4,444 | 6,944 | 10,944 | 10,944 | 10,444 | 14,444 | 14,444 |
| Total Funds held by Monitor | 136,175 | 136,175 | 136,175 | 136,175 | 211,175 | 211,175 | 211,175 | 211,175 | 111,175 | 111,175 | 111,175 | 111,175 | 111,175 |
| Less: Funds held for LBVR Agreement | - | - | - | - | (100,000) | (100,000) | (100,000) | (100,000) | - | - | - | - | - |
| Cash held in trust per Court Order | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| | 36,175 | 36,175 | 36,175 | 36,175 | 11,175 | 11,175 | 11,175 | 11,175 | 11,175 | 11,175 | 11,175 | 11,175 | 11,175 |
| Cash available for general restructuring | 62,119 | 41,119 | 45,119 | 44,619 | 15,119 | 17,619 | 15,619 | 18,119 | 22,119 | 21,619 | 25,619 | 25,619 | 25,619 |

Jack Purdy, President
 Purdy Group

Date

APPENDIX E

INVITATION FOR OFFERS
SALE OF PROPERTIES OF THE PURDY GROUP
Under the *Companies' Creditors Arrangement Act* ("CCAA")

Introduction

On December 1, 2011, Cherry Blossom Park Development Corp. ("**Cherry**"), Armac Investments Ltd. (BC) ("**Armac BC**"), and certain other applicant companies (collectively, the "**Purdy Group**" or "**Applicants**") sought and obtained protection from its creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.C-36, as amended (the "**CCAA**") pursuant to an order of the Court of Queen's Bench of Alberta ("**Court**") (the "**Initial Order**"). Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed monitor of the Purdy Group (the "**Monitor**").

On December 2, 2011, Mr. John (Jack) Kenneth Purdy ("**Purdy**") sought protection from his creditors through the filing of a Notice of Intention (the "**NOI**") to Make a Proposal (the "**Proposal**"), under section 50.4(1) of the Bankruptcy and Insolvency Act ("**BIA**"), R.S.C. 1985, c.B-3, as amended. The NOI filing was accepted by the Office of the Superintendent of Bankruptcy Canada ("**OSB**") and protection was obtained from Purdy's creditors on the morning of December 2, 2011 (the "**Filing Date**"). Alvarez & Marsal Canada Inc. (the "**Proposal Trustee**") was named as Proposal Trustee under the NOI.

Properties

On May 2, 2012, the Court granted an Order (the "**Sales Listing Order**") that allowed the Applicants to enter into listing agreements with an agent to sell certain of its properties.

On June 22, 2012, Cherry, Armac (BC) and Purdy entered into several listing agreements with Collier's MacAulay Nicolls Inc. ("**Collier's**" or the "**Listing Agent**") to act as its representative to sell certain of its properties (the "**Properties**") in a manner that would best maximize realizations in the CCAA and Proposal proceedings.

The Opportunity

The Applicants, with the consent of the Monitor, have now instructed Collier's to undertake a sales process to solicit offers on the following Properties:

1. 5611 Culverton Road, Cowichan Valley, B.C. – Appendix A
 - a. Registered owner: Cherry Blossom Park Development Corp.
 - i. Lot 1, Section 8, Range 6, Sahtlam District; Plan 12309, except those parts in plans 22890, 23708, 25003, and 29157; P.I.D. 003-851-168
2. 3425 River Road, Chemainus, B.C. – Appendix B
 - a. Registered owner: Armac Investments Ltd. (BC)
 - i. Lot 2, Sections 14 & 15, Range 3, Chemainus District, Plan 31422, except part in Plan VIP69038; P.I.D. 001-160-141
3. 3620 3rd Avenue, Port Alberni, B.C. – Appendix C
 - a. Registered Owner: Armac Investments Ltd. (BC)
 - i. That part of Lot 1, Alberni District, shown outlined in red on Plan 795R; P.I.D. 000-522-546
 - ii. That part of Lot 1, Alberni District, shown outlined in red on Plan 795R; P.I.D. 000-522-538
4. 3203 2nd Avenue, Port Alberni, B.C. – Appendix D
 - a. Registered Owner: Armac Investments Ltd. (BC)
 - i. Lot 13, Block 74, District Lot 1, Plan 197, Alberni District, P.I.D. 009-278-923
5. 3211 2nd Avenue, Port Alberni, B.C. – Appendix D
 - a. Registered Owner: Armac Investments Ltd. (BC)
 - i. Lot 14, Block 74, District Lot 1, Plan 197, Alberni District, P.I.D. 009-278-

940

- ii. Lot 15, Block 74, District Lot 1, Plan 197, Alberni District, P.I.D. 009-278-966
- 6. 8335 Meshers Road, Port Alberni, B.C. – Appendix E
 - a. Registered Owner: John (Jack) Kenneth Purdy
 - i. The South ½ of District Lot 51, Alberni District; P.I.D. 008-428-565

Sales Process

Taylor Law Office, the Applicants' legal counsel, will oversee the process and advises interested buyers that there is a strong desire on the part of the Applicants to sell the Properties to assist the Applicants as they restructure their affairs in the CCAA and Proposal proceedings. **Taylor Law Office, and the Applicants, are eager and motivated to sell the Properties, with a priority focus on "clean" offers with early closing dates.** Financing is available to qualified purchasers.

Taylor Law Office is now initiating an "invitation for offers" process to sell the Properties in a manner, which includes a strict bid-deadline to attract serious buyers in a competitive sale process. This process will be observed by the Monitor and Proposal Trustee in the CCAA and Proposal proceedings, respectively.

To be considered, offers must be received at the offices of Taylor Law Office, with copy to the Monitor and Proposal Trustee, by **3:00pm (MST), Thursday, April 25, 2013**. Taylor Law Office, with the assistance of the Monitor and Proposal Trustee, reserves the right to negotiate and to accept any offer prior to this deadline and is not required to accept the highest or any offer. All offers are subject to Court approval.

This document has been distributed to a number of prospective purchasers. Under no circumstances should any party make direct contact with the shareholders, management, employees or customers of the Purdy Group unless invited to do so by Taylor Law Office, the Monitor, the Proposal Trustee and/or its Listing Agent.

Taylor Law Office, with the assistance of the Monitor and Proposal Trustee, has compiled this document and the offer to purchase package from information supplied by Cherry, Armac (BC) and Purdy and/or other publicly available information. Taylor Law Office, the Monitor, the Proposal Trustee, Cherry, Armac (BC) and Purdy do not make any representations or warranties as to the accuracy or completeness of this material and shall have no liability for any representations (express or implied) contained herein. Nothing contained herein is or shall be relied upon as a promise or representation of future developments.

The information contained in this package and any other Property information available during this "invitation for offers" process (collectively, the "**Property Information**") has been compiled from the records of Cherry, Armac (BC) and Purdy and from other available data. This information has not been reviewed, audited, or otherwise verified by Taylor Law Office, the Monitor, the Proposal Trustee and Collier's for accuracy or completeness. The Property Information has been prepared solely to assist interested parties in making their own evaluation of the Properties being offered for sale and does not purport to contain all of the information that a prospective purchaser may require. Accordingly, prospective purchasers should conduct their own investigation and analysis of the Properties offered for sale.

All offers must be submitted on an "as is, where is" basis, in the format enclosed herein.

Dated at Edmonton, this 27th day of March, 2013.

TAYLOR LAW OFFICE

Legal counsel for Cherry, Armac (BC)
and Purdy

Conan Taylor
Partner

SCHEDULE I

TO: Taylor Law Office
 c/o Mr. Conan Taylor
 Suite 401, 10722 – 103rd Avenue NW
 Edmonton, Alberta T5J 5G7
 Email: ctaylor@taylorlawservices.com
 Phone: (780) 428-7770 ext#224
 Fax: (780) 428-7775

COPY TO:

Alvarez & Marsal Canada Inc.
 c/o Tim Reid / Orest Konowalchuk
 Monitor of the Purdy Group
 Proposal Trustee of John (Jack) Kenneth Purdy
 Bow Valley Square I
 570, 202-6th Avenue SW
 Calgary, Alberta T2P
 2R9
 Email: treid@alvarezandmarsal.com / okonowalchuk@alvarezandmarsal.com
 Phone: (403) 538-4756 / (403) 538-4736

1. _____
 Name of Offeror

2. _____

 Address of Offeror

3. The Offeror hereby offers to purchase from the Vendor, subject to the Terms and Conditions, the Properties indicated below, which are more particularly described in Appendices A through F attached hereto and forming part of this Offer:

SCHEDULE I**PROPERTIES****PURCHASE PRICE****Excluding GST****DESCRIPTION****APPENDIX****EN BLOC OFFER****Appendix A-E.**

*(*if you intend to make an "en block" offer, you must allocate the total purchase amongst the Properties listed below)*

OR Offer on Individual Property (s)**5611 Culverton Road****Appendix A.****3425 River Road****Appendix B.****3620 – 3rd Avenue****Appendix C.****3203 – 2nd Avenue****Appendix D****3211 – 2nd Avenue****Appendix D.****8335 Meshers Road****Appendix E.**

4. The Offeror hereby acknowledges and agrees that the Definitions and the Terms and Conditions attached hereto as **Schedule I** and **Schedule II** are incorporated by reference and made a part of this Offer and made a part of any Agreement constituted by the acceptance of this Offer.

DATED at _____, this _____ day of _____, 2013.

Print Name of Offeror

Print Name of Witness

Per: _____

Per: _____

Per: _____

Per: _____

ACCEPTED:

Print Name of Vendor

Per Name of Witness

Per: _____

Per: _____

Per: _____

Per: _____

SCHEDULE I

DEFINITIONS OF OFFER TO PURCHASE Cherry Blossom Park Development Corp. Armac Investments Ltd. (BC) John (Jack) Kenneth Purdy

In this Offer and in the Agreement constituted by acceptance hereof, including the Terms and Conditions of this Offer contained in Schedule II hereof, the following words and phrases shall have the following meanings:

"Agreement" means the agreement constituted by the acceptance of the Offer;

"Closing Date" means, transaction approved pursuant to the Vesting Order and shall occur on the first business day after the Vesting Order is issued or such other business day as may be agreed to by the Vendor and the Offeror acquiring one, some and/or all the Properties; ;

"Court Approval" means, the day in which the court approves the transaction of the Properties and grants the Vesting Order;

"Deposit" means an amount to be delivered to the Vendor coincident with the delivery of the Offer and shall be in an amount equal to ten (10%) percent of the amount of the Offer and payable by way of **certified cheque** to "Alvarez & Marsal Canada Inc. - In Trust";

"Effective Date" means, unless otherwise agreed to between the parties, 12:01 a.m., Mountain daylight time, on the closing date;

"Offer" means the OFFER TO PURCHASE – Cherry Blossom Park Development Corp., Armac Investments Ltd. (BC), and John (Jack) Kenneth Purdy when duly completed and executed by the Offeror;

"Offeror" and **"Purchaser"** means the person described as Offeror in the Offer.

"Properties" means, 5611 Culverton Road, 3425 River Road, 3620-3rd Avenue, 3203-2nd Avenue 3211-2nd Avenue and 8335 Meshers Road and other items as stipulated in paragraph 3 of the Offer

"Purchase Price" means the amount set forth in the Offer, adjusted only for property taxes, plus applicable HST payable in lawful money of Canada and unconditionally releasable and payable in cash (or by certified cheque or bank draft drawn on a Canadian Chartered Bank) by the Purchaser to the Vendor on the Closing Date;

"Terms and Conditions" means all of the terms and conditions contained in Schedule II to the Offer;

"Vendor" means Cherry Blossom Park Development Corp., Armac Investments Ltd. (BC) and John (Jack) Kenneth Purdy, as represented by its legal counsel Taylor Law Office.

SCHEDULE II

TERMS AND CONDITIONS OF
OFFER TO PURCHASE
Cherry Blossom Park Development Corp.
Armac Investments Ltd. (BC)
John (Jack) Kenneth Purdy

1. The Offeror acknowledges and agrees that acceptance of the Offer by the Taylor Law Office is made by it solely in its capacity as its legal representative of Cherry Blossom Park Development Corp. and Armac Investments Ltd. (BC) and John (Jack) Kenneth Purdy and not in any personal or corporate capacity, and that the Vendor and its respective employees, servants and agents shall have no personal or corporate liability whatsoever with respect to any matter(s) relating to or arising out of the Offer, the Agreement or the advertisement or sale of the Properties. Any suit, claim, demand or cause of action of the Offeror, in any way arising out of or related to the Offer, the Agreement or the advertisement or sale of the Properties, shall be restricted solely to the Properties and the Deposit.
2. Nothing herein shall be construed as a warranty, agreement or representation that the Vendor as Taylor Law Office is the owner of the Properties or that there are or will be no restrictions, encumbrances, burdens or obligations against the Properties.
3. The Vendor, in its sole discretion, may waive any or all of the Terms and Conditions of the Agreement which are for the benefit of the Vendor, provided however that any waiver shall only be effective if in writing and any such waiver shall not apply to waive any other provisions unless expressly stated in writing.
4. The Vendor has specified certain details respecting the Properties described above. The descriptions therein contained are not warranted to be complete or accurate, and the Offeror has had full opportunity to and has conducted such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Properties, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose, and with any other attributes which the Offeror considers relevant.
5. The Properties are being sold on an "**as is and where is**" without recourse basis.
6. The Offeror acknowledges that it was entitled to and had the opportunity to consult with its own independent legal counsel prior to making the Offer.
7. The Offeror, with this Offer, delivered to the Vendor the Deposit. If the Offer is accepted, then subject to Paragraph 8 hereof, the Deposit shall be applied to the Purchase Price.

8. If the Offer is accepted and the Offeror fails to comply with any of the Agreement, or if the Offeror is unable or unwilling to complete this transaction for any reason whatsoever, the Deposit and all payments made on account of the Purchase Price shall be forfeited to the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty.
9. In the event that this Offer is not accepted, the Deposit accompanying this Offer shall be returned to the Offeror without interest as soon as reasonably practicable.
10. The Offeror acknowledges that Vendor is not obligated to accept this Offer or the highest or any offer received by the Vendor. Any offer accepted by the Vendor is subject to Monitor consent and Court Approval.
11. If the Offer is accepted, then notification of such acceptance shall be made effective upon delivery of such notification in writing to the address of the Offeror set forth in the Offer and shall be deemed to have been received by the Offeror on the day on which such delivery is made. Subject to the satisfaction of the condition precedent in favour of the Vendor at Paragraph 20 B of this Schedule II, upon acceptance as aforesaid, the accepted Offer shall constitute a binding agreement of purchase and sale. Unless otherwise agreed between the parties, the closing of this transaction shall take place on the Closing Date.
12. Time shall be of the essence of this Offer, any acceptance thereof and the Agreement constituted by such acceptance.
13. This Offer and the Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Offeror irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.
14. In consideration of the Vendor making available to the Offeror information relating to the Properties and the opportunity of inspection of such information, and in consideration of the Vendor receiving offers, the Offeror agrees that its Offer is irrevocable prior to the expiration of May 2, 2013.
15. The Offeror shall, after the Purchase Price has been paid in full, take delivery and possession of the Properties on an "as is and where is" basis on the Closing Date, without recourse to the Vendor or their respective employees, servants and agents. The Purchase Price shall be paid to the Vendor on the Closing Date in cash or by certified cheque or bank draft drawn on a Canadian Chartered Bank by the Offeror.

16. The Vendor will, up to the Closing Date, maintain its existing insurance in place with respect to the Properties. Existing insurance is limited to liability insurance on the Culverton Road and River Road Properties. In the event of any damage occurring prior to Closing Date, the Offeror shall not have the right to rescind, but, rather, shall have all of the rights of the insured party under the terms of the insurance policy under which the Properties are insured. The Offeror shall arrange for its own insurance as at and from the Closing Date.
17. At the Closing Date, the Vendor shall execute and deliver a Transfer of Land or any other documentation necessary to give effect to this transaction.
18. There are no representations, warranties, collateral agreements, or conditions whatsoever by the Vendor, and the Offeror, having been afforded all reasonable opportunity to examine the Properties and all documents and information pertaining to or affecting the Properties insofar as such documents and information are in the Vendor's possession, acknowledges and agrees that there are no representations, collateral agreements, conditions or warranties, expressed or implied, by statute, custom or otherwise, on the part of the Vendor or their respective agents, servants or employees, affecting the rights of the Offeror hereunder, and that, without restricting the generality of the foregoing, there are no representations regarding the Properties as to title, location, existence, fitness for particular purpose, condition, quality, quantity, merchantability or suitability for intended purpose, or as to any other attributes which the Offeror considers relevant. The Offeror further acknowledges and agrees that it is not relying upon any representations made by the Vendor or their respective agents, servants or employees and that the Agreement is and shall be the entire agreement between the parties.
19. The Offeror (if a corporation) represents and warrants to the Vendor that as of the date hereof, to and including the Closing Date:
 - A. the Offeror is and will be a corporation duly incorporated, validly subsisting and in good standing under the laws of the Province of Alberta or is and will be a corporation duly incorporated, validly subsisting and in good standing under the laws of the jurisdiction of its incorporation and duly qualified and registered in the province of Alberta, and the Offeror has the full legal right, power, capacity and authority to acquire and own the PropertiesProperties;
 - B. the Offeror has and had at the time of execution, all requisite corporate power, authority and capacity to execute and deliver this Offer to the Vendor and to make and fully observe and perform all terms, covenants, conditions, agreements, representations and warranties contained in this Offer;

- C. the execution and delivery of this Offer has been duly authorized by all necessary corporate action of the Offeror and all necessary resolutions have been taken or passed by the Offeror and its shareholders, directors and officers in order to authorize the execution and delivery of this Offer and the carrying out of the transaction contemplated hereunder, and this Offer together with the acceptance thereof shall constitute a legal, valid and binding agreement for sale enforceable against the Offeror in accordance with its terms, with respect to those obligations of the Offeror set forth herein;
 - D. the Offeror has duly executed and delivered this Offer and the execution, delivery and performance by the Offeror of this Offer does not and will not violate or conflict with the constituting documents and by-laws (if any) of the Offeror, nor any resolution of the directors or shareholders of the Offeror nor with any agreements, instruments, injunctions, judgments, decrees or writs to which the Offeror is a party or is bound, nor result in a violation of any law, statute, regulation, ordinance or rule to which the Offeror is subject;
 - E. no registration with, giving of notice to, or consent or approval of, any governmental or public bodies or authorities, or any other parties, is necessary for the execution and delivery by the Offeror of the Offer or for the performance by the Offeror of the terms and conditions contained herein;
 - F. the Offeror is not a non-Canadian as defined in the Investment Canada Act or if the Offeror is such a non-Canadian, then either the transaction herein is not notifiable or reviewable under such Act or the Offeror has satisfied the requirements of such Act such that the transaction herein provided for may be completed without contravention of such Act.
20. The obligation of the Vendor to complete the sale of the Properties pursuant hereto is subject to the following conditions precedent:
- A. the Offeror shall cause to be paid and delivered to the Vendor on the Closing Date the Purchase Price plus any applicable goods and services tax.
 - B. that a Court Order is obtained authorizing the sale of the Properties and vesting title of the Properties in the Offeror.

21. The foregoing conditions precedent in Paragraph 20 shall be for the benefit of the Vendor and Purchaser and may not be waived, in whole or in part, at any time on or before the Closing Date.
22. No amendment or variation of the Agreement shall be of any force or effect unless the same is reduced to writing and duly executed by the Vendor and the Offeror.
23. Interest on the Deposit and all other funds paid to the Vendor pursuant to this Offer shall accrue to the benefit of Vendor.
24. The Offeror and the Vendor mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the Agreement.
25. This Agreement shall endure to the benefit of and be binding upon the Offeror and Vendor and their respective successors and assigns.
26. The Listing Agent shall be paid sales commission with respect to the sales arising upon the acceptance of any Offer, in accordance with the Exclusive Sale Listing Agreement between Cherry, Armac (BC) and Purdy and Collier's dated June 22, 2012.

APPENDIX A

FOR SALE > 18.37 ACRE DEVELOPMENT SITE

Bare Land Residential Strata

5611 CULVERTON ROAD, DUNCAN, BC



INVITATION FOR OFFERS

SALE OF PROPERTIES OF THE PURDY GROUP
Under the Companies' Creditors Arrangement Act ("CCAA")

"Bid Date" 3:00pm (MST), Thursday, April 25, 2013

All offers are subject to Court approval. Contact Listing Agent for Offer Template. Favourable financing is available for qualified purchasers.

FOR SALE > 18.37 ACRE DEVELOPMENT SITE

Bare Land Residential Strata

5611 CULVERTON ROAD, DUNCAN, BC

Opportunity

Colliers International is pleased to offer a unique opportunity to acquire a strategically located bare land residential strata development site. The current zoning allows for 50 bare land strata units together with a community building and various amenities as per an approved plan. Contact the listing agent for further details. The property also contains a deep well drilled on site.

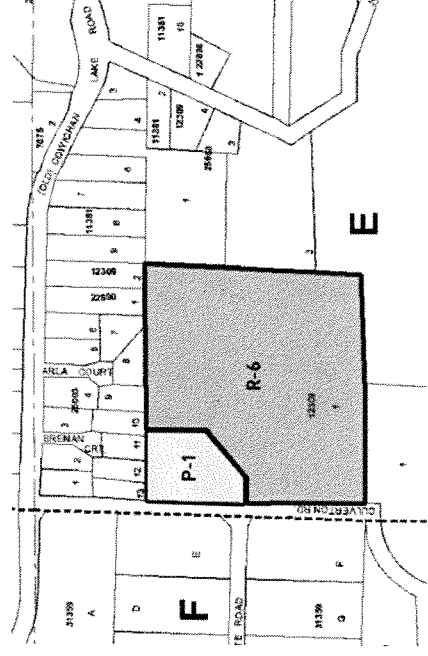
Location

The subject property is located just 18 km east of the Town of Lake Cowichan and 11 km west of the City of Duncan. In addition to the subject property's central location, the surrounding area offers spectacular scenery and a wide range of year round sporting and recreational opportunities. The area is dominated by forests and predominately low density residential acreages. A wide band of mature evergreen trees surround the exterior of the property providing for privacy and separation from the neighbouring properties. The subject property features convenient access, via the Cowichan Lake Highway and the Trans Canada Highway, to a wide variety of services and amenities located in the City of Duncan including a Wal-mart, the Cowichan Community Centre, and Vancouver Island University.

Legal Description

LOT 1, SECTION 8, RANGE 6, SAHTLAM DISTRICT, PLAN 12309, EXCEPT THOSE PARTS IN PLANS 22890, 23708, 25003 AND 29157

PARCEL IDENTIFIER: 003-851-168



Zoning

The property is split into two separate zones:

P-1 (Parks and Institutional) area is approximately 2 acres and permits the following uses: assembly, civic use, transportation facility including airport, ecological reserve, public park, greenbelt, institution, religious facility, personal care facility, public botanical garden, public school, private school including boarding facilities and accessory staff accommodation etc.

R-6 (Bare Land Strata) area is approximately 16 acres and permits the following uses: modular homes, single family dwelling, daycare or nursery school accessory to a residential use, home occupation, and horticulture.

Purchase Price

One Million, One Hundred Thousand Dollars (\$1,100,000.00)

Eight Hundred and Seventy-Five Thousand Dollars (\$875,000.00)

Contact Us

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TITLE SEARCH PRINT

2013-03-26, 13:52:54

Requestor: PA51135

Folio/File Reference:

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

FB462298

From Title Number

FB325479

Declared Value

437000

Application Received

2012-09-25

Application Registered

2012-10-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

CHERRY BLOSSOM PARK DEVELOPMENT CORP., INC.NO.
487978
C/O SUITE 401, 10722 - 103RD AVE
EDMONTON, AB
T5J 5G7

Taxation Authority

NANAIMO/COWICHAN ASSESSMENT AREA

Description of Land

Parcel Identifier:

003-851-168

Legal Description:

LOT 1, SECTION 8, RANGE 6, SAHTLAM DISTRICT, PLAN 12309, EXCEPT THOSE PARTS
IN PLANS 22890, 23708, 25003 AND 29157

Legal Notations

NONE

Charges, Liens and Interests

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

INTER ALIA

A.F.B. 9.693.7434A

58048G

SECTION 172(3)

FOR ACTUAL DATE AND TIME OF REGISTRATION SEE
ORIGINAL GRANT FROM E & N RAILWAY COMPANY

TITLE SEARCH PRINT

2013-03-26, 13:52:54

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|---|
| Nature: | MORTGAGE |
| Registration Number: | EW44357 |
| Registration Date and Time: | 2004-04-16 11:02 |
| Registered Owner: | ARMAC INVESTMENTS LTD. INCORPORATION NO. BC0040671 |
| Remarks: | RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION (RURAL AREA) ACT |

| | |
|-----------------------------|---|
| Nature: | MORTGAGE |
| Registration Number: | EX13734 |
| Registration Date and Time: | 2005-02-09 09:39 |
| Registered Owner: | TARMAC MANAGEMENT LTD. INCORPORATION NO. 0496408 |
| Remarks: | RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION (RURAL AREA) ACT |

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

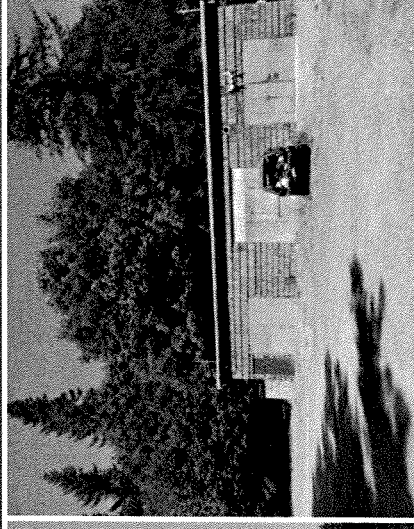
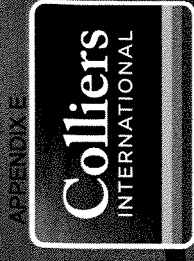
NONE

APPENDIX B

FOR SALE > CHEMAINUS HEAVY INDUSTRIAL PROPERTY

Industrial Land with Highway Frontage

3425 RIVER ROAD, CHEMAINUS, BC



INVITATION FOR OFFERS

SALE OF PROPERTIES OF THE PURDY GROUP
Under the Companies' Creditors Arrangement Act ("CCAA")

"Bid Date" 3:00pm (MST), Thursday, April 25, 2013

All offers are subject to Court approval. Contact Listing Agent for Offer Template. Favourable financing is available for qualified purchasers.

FOR SALE > CHEMAINUS HEAVY INDUSTRIAL PROPERTY

Industrial Land with Highway Frontage

3425 RIVER ROAD, CHEMAINUS, BC

Opportunity

3425 River Road is comprised of a single family dwelling and warehouse building with mechanic pit on 7.51 acres of heavy industrial land. The subject property has direct frontage onto the Trans Canada Highway in Chemainus' established industrial/service commercial enclave and features exceptional visibility and access to Vancouver Island's main traffic artery via River Road. Chemainus is approximately 80 km north of Victoria, 17 km north of Duncan, and 35 km south of Nanaimo. Downtown Chemainus is within 3 kilometres of the subject property.

Legal Description

Plan 31422, Lot 2, Sections 14 & 15, Range 3, Chemainus District

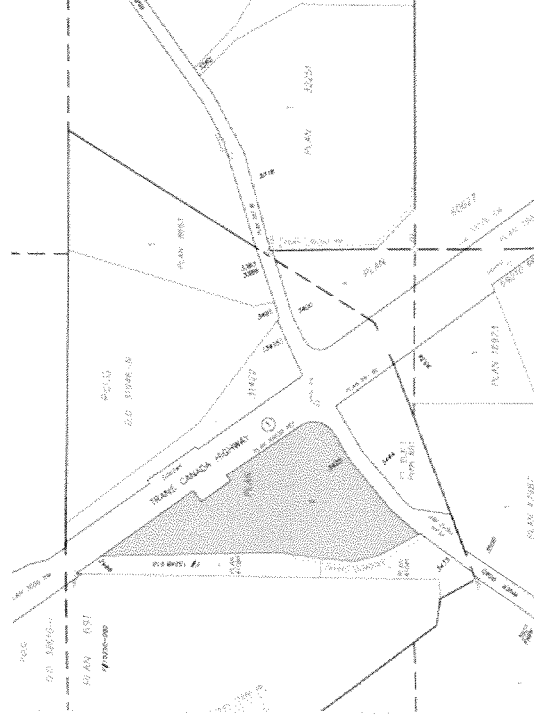
PID #001-160-141

Zoning

I2 - Heavy Industrial Zone, District of North Cowichan Permitted uses include but are not limited to: auto body repair, commercial cardlock facility, custom workshop, food and beverage processing, fueling installations, industrial use, machine shop, mini warehousing, motor vehicle repair, recycling, lumber and building supply, storage, resource use, service industry, truck depot, warehousing, automobile wrecking or salvage yard, recycling yard, sawmills, pulp mills, slaughterhouse, works yard etc.

Site Information

According to BC Assessment the site is 7.51 acres. The property is triangular in shape bordered by River Road to the southeast and the Trans Canada Highway to the northeast. The property possesses approximately 1000 feet of frontage onto the Trans Canada Highway and 640 feet on River Road. Furthermore, the site contains a sand point well.



Purchase Price

| Nine | Hundred | Seventy-Five | Thousand | Dollars |
|----------------|---------|--------------|-------------|------------------|
| (\$975,000.00) | | | | |
| Eight | Hundred | and | Thirty-Five | Thousand Dollars |
| (\$835,000.00) | | | | |

AS IS, WHERE IS

Contact Us

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TITLE SEARCH PRINT

2013-03-26, 14:02:32

Requestor: PA51135

Folio/File Reference:

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

ET41931

From Title Number

ES77109

Declared Value

222500

Application Received

2002-04-19

Application Registered

2002-05-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 40671
 1250 WEST HASTINGS STREET
 VANCOUVER, BC
 V6C 2T7

Taxation Authority

MUNICIPALITY OF NORTH COWICHAN

Description of Land

Parcel Identifier:

001-160-141

Legal Description:

LOT 2, SECTIONS 14 AND 15, RANGE 3, CHEMAINUS DISTRICT, PLAN 31422
 EXCEPT PART IN PLAN VIP69038

Legal Notations

NONE

Charges, Liens and Interests

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

A.F.B. 9.693.7434A

SECTION 172(3)

FOR ACTUAL DATE AND TIME OF REGISTRATION SEE
 ORIGINAL GRANT FROM E & N RAILWAY COMPANY

Nature:

COVENANT

Registration Number:

EB43033

Registration Date and Time:

1988-05-26 13:08

Registered Owner:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
 BRITISH COLUMBIA

Remarks:

SECTION 215 LAND TITLE ACT

TITLE SEARCH PRINT

2013-03-26, 14:02:32

Requestor: PA51135

Folio/File Reference:

Nature: EASEMENT
 Registration Number: EN28842
 Registration Date and Time: 1999-04-08 09:48
 Remarks: PART IN PLAN VIP68782, APPURTENANT TO LOT 1
 PLAN 41085

Nature: JUDGMENT
 Registration Number: EV94884
 Registration Date and Time: 2003-08-20 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY EX99057

Nature: MORTGAGE
 Registration Number: EX13734
 Registration Date and Time: 2005-02-09 09:39
 Registered Owner: TARMAC MANAGEMENT LTD.
 INCORPORATION NO. 0496408
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: EX99057
 Registration Date and Time: 2005-08-09 12:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV94884
 RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: FA113294
 Registration Date and Time: 2006-09-19 09:57
 Registered Owner: KIM GALAVAN
 Remarks: INTER ALIA
 RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
 (RURAL AREA) ACT

Nature: JUDGMENT
 Registration Number: FB193758
 Registration Date and Time: 2008-07-18 10:22
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: RENEWED BY FB359734

Nature: CLAIM OF BUILDERS LIEN
 Registration Number: FB210163
 Registration Date and Time: 2008-09-10 14:56
 Registered Owner: RONALD DUDLEY DURRANCE

TITLE SEARCH PRINT

2013-03-26, 14:02:32

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|---|
| Nature: | JUDGMENT |
| Registration Number: | FB314787 |
| Registration Date and Time: | 2009-11-24 10:04 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWED BY FB440888 |
| Nature: | PROPERTY TRANSFER TAX ACT CHARGE |
| Registration Number: | FB334737 |
| Registration Date and Time: | 2010-03-09 10:05 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |
| Remarks: | INTER ALIA SECTION 28 |
| Nature: | JUDGMENT |
| Registration Number: | LB381165 |
| Registration Date and Time: | 2010-04-23 11:27 |
| Registered Owner: | BYRON LOEWEN |
| Remarks: | INTER ALIA |
| Nature: | JUDGMENT |
| Registration Number: | FB359734 |
| Registration Date and Time: | 2010-07-13 14:50 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | RENEWAL OF FB193758 RENEWED BY FB457819 |
| Nature: | JUDGMENT |
| Registration Number: | FB421840 |
| Registration Date and Time: | 2011-07-06 09:58 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB281646 (FB74761, EX99057 AND EV94884) |
| Nature: | JUDGMENT |
| Registration Number: | FB440888 |
| Registration Date and Time: | 2011-10-28 11:29 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB314787 |

TITLE SEARCH PRINT

2013-03-26, 14:02:32

Requestor: PA51135

Folio/File Reference:

Nature:

JUDGMENT

Registration Number:

FB457819

Registration Date and Time:

2012-06-28 14:00

Registered Owner:

THE CROWN IN RIGHT OF CANADA

Remarks:

RENEWAL OF FB359734

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

APPENDIX C

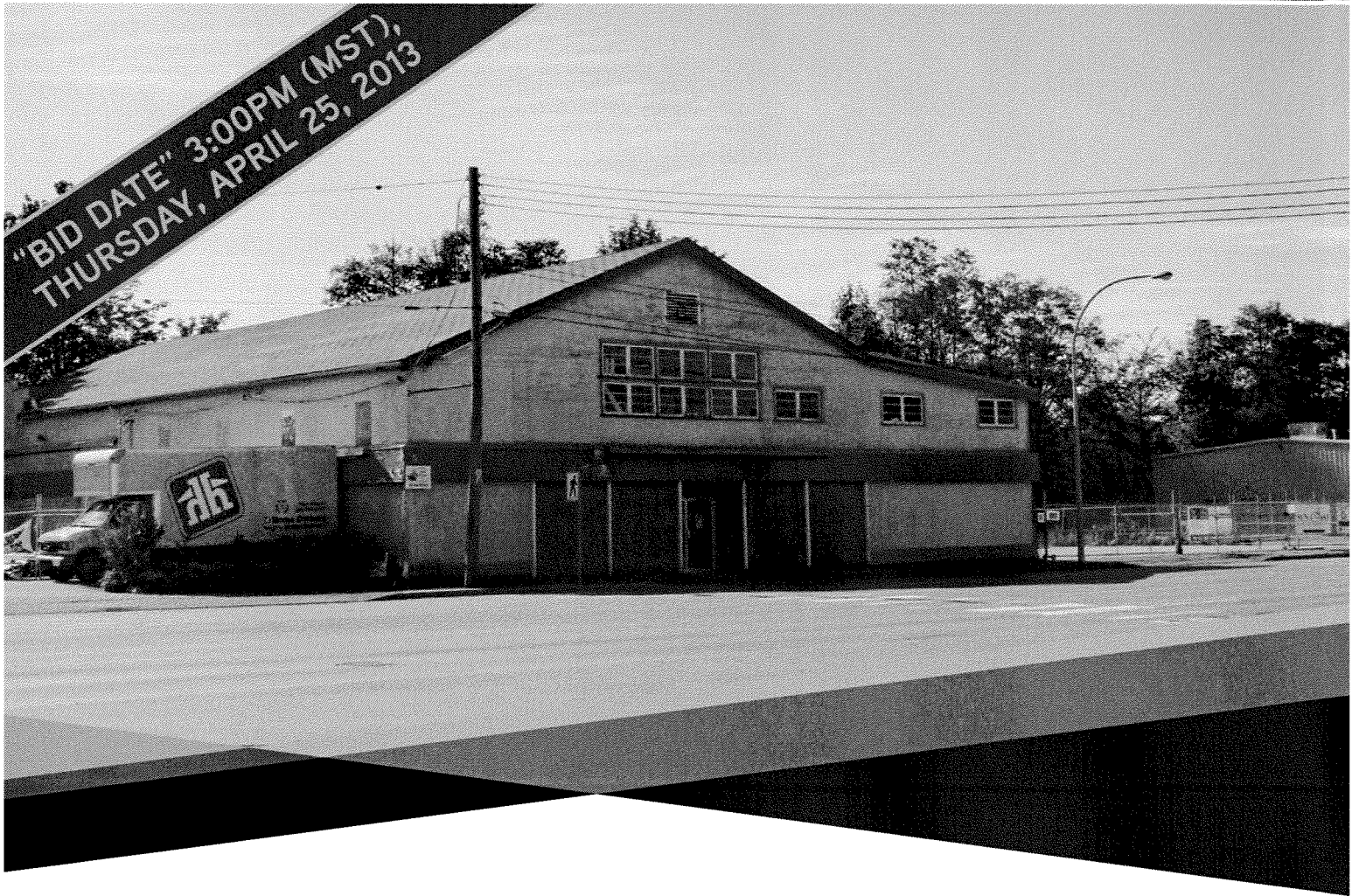
FOR SALE > SERVICE COMMERCIAL BUILDING & LAND

Service Commercial Property

3620 3RD AVENUE, PORT ALBERNI, BC

APPENDIX E

Colliers
INTERNATIONAL



INVITATION FOR OFFERS

SALE OF PROPERTIES OF THE PURDY GROUP

Under the Companies' Creditors Arrangement Act ("CCAA")

"Bid Date" 3:00pm (MST), Thursday, April 25, 2013

All offers are subject to Court approval. Contact Listing Agent for Offer Template.
Favourable financing is available for qualified purchasers.

Contact Us

JASON WINTON

+1 250 740 1060 Ext. 2223
jason.winton@colliers.com

BRAD BAILEY

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BRAD ARCHIBALD

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Colliers International
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Nanaimo, BC V9R 2T5
MAIN: +1 250 740 1060
FAX: +1 250 740 1067
www.collierscanada.com/nanaimo

FOR SALE > SERVICE COMMERCIAL BUILDING & LAND

Service Commercial Property

3620 3RD AVENUE, PORT ALBERNI, BC

APPENDIX E

Colliers
INTERNATIONAL



Opportunity

Colliers is pleased to offer for sale a ±12,000-square-foot service commercial building centrally located along 3rd Street, one of Port Alberni's main commercial arteries connecting downtown to the northern portion of city.

Location

The property is located on 3rd Avenue at the bottom of Burde Street, directly adjacent to Home Hardware retail store, Big O Tires and peripheral to the downtown core area of the City of Port Alberni. The Property represents an opportunity to purchase land and building, on the major traffic corridor of 3rd Avenue, and in immediate proximity to the industrial and commercial waterfront operations.

The subject property is considered well located in relation to the majority of downtown amenities and is situated in a developed area of retail, industrial, and service commercial uses. Main traffic arteries are nearby and access and exposure are very good.

Land and Improvements

The subject property comprises a relatively flat, rectangular land parcel. The building is approximately 12,000 SF partially tenanted by Sun Coast Waste Services who occupy 4,000 SF leaving 6,000 SF vacant. Tenant pays \$2,800 per month gross rent.

Zoning

C3 - Service Commercial (To establish and maintain areas for retail and service operations that are vehicle oriented or require large storage areas.)

Permitted Uses include: Bakeries, Printing Industry, Woodworking, Lumber Wholesalers, Storage & Warehousing, Hardware Stores, Automotive Supply Stores, Motor Vehicle Dealers & Repair Shops, Garden Supply shops, Furniture Stores, Restaurants, Mini Storage, Fitness Centres, Gas Stations and many more.

Total Building Size

±12,000 SF

Total Land Area

±19,218 SF or 0.44 acre

Legal Description

THAT PART OF LOT 1, ALBERNI DISTRICT, SHOWN OUTLINED IN RED ON PLAN 795R (PID: 000-522-546)

THAT PART OF LOT 1, ALBERNI DISTRICT, SHOWN OUTLINED IN RED ON PLAN 721R (PID: 000-522-538)

Gross Taxes (2012)

\$10,527.44

Price

Four Hundred and Sixty Thousand Dollars (\$460,000)

Three Hundred and Sixty-Nine Thousand Dollars (\$369,000.00)

AS IS, WHERE IS

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TITLE SEARCH PRINT

2013-03-26, 14:01:27

Requestor: PA51135

Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

EN41303

From Title Number

EG153431

Declared Value

60000

Application Received

1999-05-14

Application Registered

1999-05-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 343240,
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4.

Taxation Authority

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

000-522-546

Legal Description:

THAT PART OF LOT 1, ALBERNI DISTRICT, SHOWN OUTLINED IN RED ON
PLAN 795R

Legal Notations

NONE

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

242295G

Registered Owner:

ALBERNI LAND COMPANY LIMITED AND ESQUIMALT AND
NANAIMO RAILWAY
CO.

Remarks:

AFB 36.402.19651F; DD 18162, 33879N AND 35991

Nature:

MORTGAGE

Registration Number:

EN41304

Registration Date and Time:

1999-05-14 10:47

Registered Owner:

JOHN KENNETH PURDY

Transfer Number:

ET37405

Remarks:

INTER ALIA

TITLE SEARCH PRINT

2013-03-26, 14:01:27

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|--|
| Nature: | MORTGAGE |
| Registration Number: | ET96390 |
| Registration Date and Time: | 2002-08-22 09:25 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA |
| | |
| Nature: | JUDGMENT |
| Registration Number: | EV52158 |
| Registration Date and Time: | 2003-05-23 13:20 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA AS TO THE INTEREST OF JOHN KENNETH PURDY RENEWED BY EX47387 RENEWED BY FB37693 |
| | |
| Nature: | JUDGMENT |
| Registration Number: | EV94884 |
| Registration Date and Time: | 2003-08-20 11:47 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWED BY EX99057 |
| | |
| Nature: | JUDGMENT |
| Registration Number: | EX47387 |
| Registration Date and Time: | 2005-04-29 12:23 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF EV52158 |
| | |
| Nature: | JUDGMENT |
| Registration Number: | EX99057 |
| Registration Date and Time: | 2005-08-09 12:23 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF EV94884 RENEWED BY FB74761 |
| | |
| Nature: | CERTIFICATE OF PENDING LITIGATION |
| Registration Number: | FA113294 |
| Registration Date and Time: | 2006-09-19 09:57 |
| Registered Owner: | KIM GALAVAN |
| Remarks: | INTER ALIA RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION (RURAL AREA) ACT |

TITLE SEARCH PRINT

2013-03-26, 14:01:27

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: FB37693
 Registration Date and Time: 2007-04-18 13:12
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV52158

Nature: JUDGMENT
 Registration Number: FB74761
 Registration Date and Time: 2007-07-19 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EX99057
 RENEWED BY FB281646

Nature: JUDGMENT
 Registration Number: FB281646
 Registration Date and Time: 2009-07-10 10:35
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB74761
 RENEWED BY FB386647
 RENEWED BY FB421840

Nature: JUDGMENT
 Registration Number: FB292039
 Registration Date and Time: 2009-08-19 10:09
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 OF EN41304 (SEE ET37405)

Nature: JUDGMENT
 Registration Number: FB295834
 Registration Date and Time: 2009-09-02 10:15
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF JOHN PURDY IN MORTGAGE
 EN41304
 RENEWED BY FB422812

Nature: JUDGMENT
 Registration Number: FB314787
 Registration Date and Time: 2009-11-24 10:04
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440888

TITLE SEARCH PRINT

2013-03-26, 14:01:27

Requestor: PA51135

Folio/File Reference:

Nature: PROPERTY TRANSFER TAX ACT CHARGE
 Registration Number: FB334737
 Registration Date and Time: 2010-03-09 10:05
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
 Remarks: INTER ALIA
 SECTION 28

Nature: JUDGMENT
 Registration Number: LB381165
 Registration Date and Time: 2010-04-23 11:27
 Registered Owner: BYRON LOEWEN
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: FB421840
 Registration Date and Time: 2011-07-06 09:58
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB281646
 (FB74761,EX99057 AND EV94884)

Nature: JUDGMENT
 Registration Number: FB422812
 Registration Date and Time: 2011-07-12 13:52
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB295834
 AS TO THE INTEREST OF JOHN PURDY IN MORTGAGE
 EN41304

Nature: JUDGMENT
 Registration Number: FB440888
 Registration Date and Time: 2011-10-28 11:29
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB314787

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

TITLE SEARCH PRINT

2013-03-26, 14:00:12

Requestor: PA51135

Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

EN41302

From Title Number

EG153430

Declared Value

140000

Application Received

1999-05-14

Application Registered

1999-05-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 343240,
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4.**Taxation Authority**

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

000-522-538

Legal Description:

THAT PART OF LOT 1, ALBERNI DISTRICT, SHOWN OUTLINED IN RED ON
PLAN 721R**Legal Notations**

NONE

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

242295G

Registered Owner:

ALBERNI LAND COMPANY LIMITED AND ESQUIMALT AND
NANAIMO RAILWAY
CO.

Remarks:

AFB 36.402.19651F; DD 18162, 33879N AND 35991

Nature:

MORTGAGE

Registration Number:

EN41304

Registration Date and Time:

1999-05-14 10:47

Registered Owner:

JOHN KENNETH PURDY

Transfer Number:

ET37405

Remarks:

INTER ALIA

TITLE SEARCH PRINT

2013-03-26, 14:00:12

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: EV52158
 Registration Date and Time: 2003-05-23 13:20
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF JOHN KENNETH PURDY
 RENEWED BY EX47387
 RENEWED BY FB37693

Nature: JUDGMENT
 Registration Number: EV94884
 Registration Date and Time: 2003-08-20 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY EX99057

Nature: JUDGMENT
 Registration Number: EX47387
 Registration Date and Time: 2005-04-29 12:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV52158

Nature: JUDGMENT
 Registration Number: EX99057
 Registration Date and Time: 2005-08-09 12:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV94884
 RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: FA113294
 Registration Date and Time: 2006-09-19 09:57
 Registered Owner: KIM GALAVAN
 Remarks: INTER ALIA
 RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
 (RURAL AREA) ACT

Nature: JUDGMENT
 Registration Number: FB37693
 Registration Date and Time: 2007-04-18 13:12
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV52158

TITLE SEARCH PRINT

2013-03-26, 14:00:12

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: FB74761
 Registration Date and Time: 2007-07-19 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EX99057
 RENEWED BY FB281646

Nature: JUDGMENT
 Registration Number: FB281646
 Registration Date and Time: 2009-07-10 10:35
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB74761
 RENEWED BY FB386647
 RENEWED BY FB421840

Nature: JUDGMENT
 Registration Number: FB292039
 Registration Date and Time: 2009-08-19 10:09
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 OF EN41304 (SEE ET37405)

Nature: JUDGMENT
 Registration Number: FB295834
 Registration Date and Time: 2009-09-02 10:15
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF JOHN PURDY IN MORTGAGE
 EN41304
 RENEWED BY FB422812

Nature: JUDGMENT
 Registration Number: FB314787
 Registration Date and Time: 2009-11-24 10:04
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440888

Nature: PROPERTY TRANSFER TAX ACT CHARGE
 Registration Number: FB334737
 Registration Date and Time: 2010-03-09 10:05
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
 Remarks: INTER ALIA
 SECTION 28

TITLE SEARCH PRINT

2013-03-26, 14:00:12

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|------------------|
| Nature: | JUDGMENT |
| Registration Number: | LB381165 |
| Registration Date and Time: | 2010-04-23 11:27 |
| Registered Owner: | BYRON LOEWEN |
| Remarks: | INTER ALIA |

| | |
|-----------------------------|--|
| Nature: | JUDGMENT |
| Registration Number: | FB421840 |
| Registration Date and Time: | 2011-07-06 09:58 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB281646 (FB74761,EX99057 AND EV94884) |

| | |
|-----------------------------|--|
| Nature: | JUDGMENT |
| Registration Number: | FB422812 |
| Registration Date and Time: | 2011-07-12 13:52 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB295834 AS TO THE INTEREST OF JOHN PURDY IN MORTGAGE EN41304 |

| | |
|-----------------------------|-----------------------------------|
| Nature: | JUDGMENT |
| Registration Number: | FB440888 |
| Registration Date and Time: | 2011-10-28 11:29 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB314787 |

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

APPENDIX D

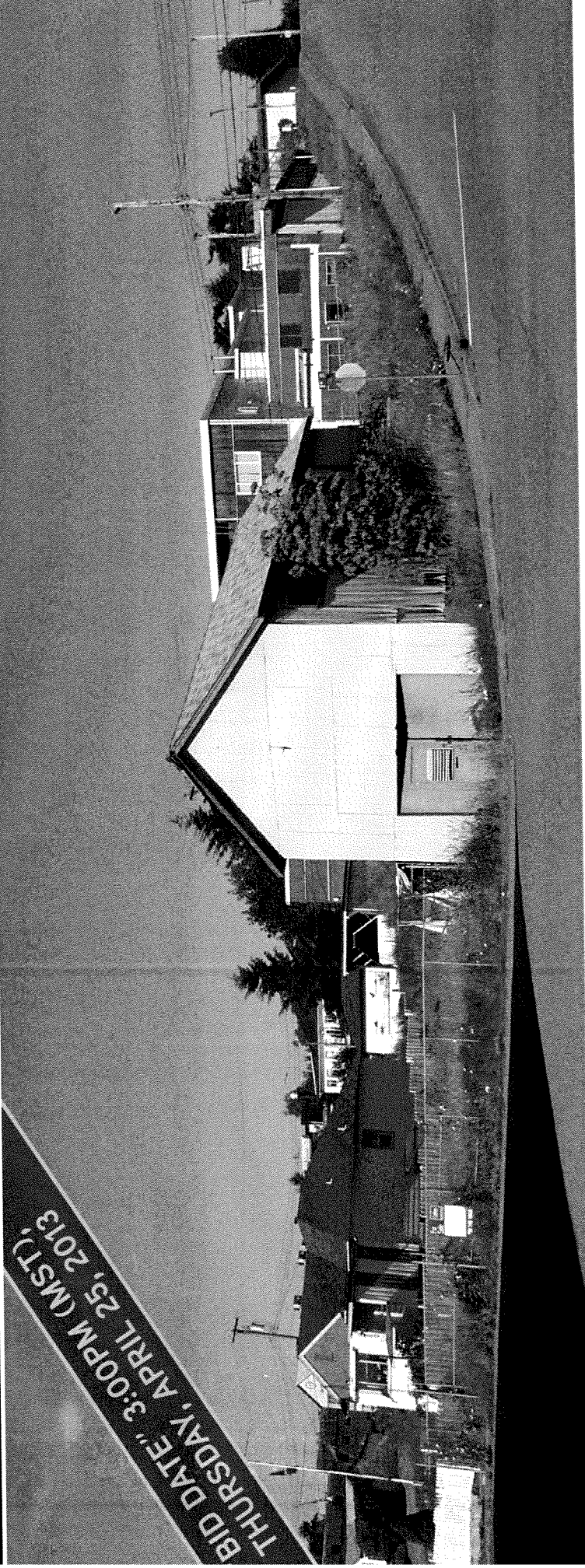
FOR SALE > DOWNTOWN PORT ALBERNI

Commercial Land & Building

3203-3211 2ND AVENUE, PORT ALBERNI, BC

APPENDIX E

Colliers
INTERNATIONAL



INVITATION FOR OFFERS

SALE OF PROPERTIES OF THE PURDY GROUP

Under the Companies' Creditors Arrangement Act ("CCAA")

"Bid Date" 3:00pm (MST), Thursday, April 25, 2013

All offers are subject to Court approval. Contact Listing Agent for Offer Template.
Favourable financing is available for qualified purchasers.

Contact Us

JASON WINTON

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jason.winton@colliers.com

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BRAD ARCHIBALD

+1 250 740 1060 Ext. 2224

brad.archibald@colliers.com

FOR SALE > DOWNTOWN PORT ALBERNI

Commercial Land & Building

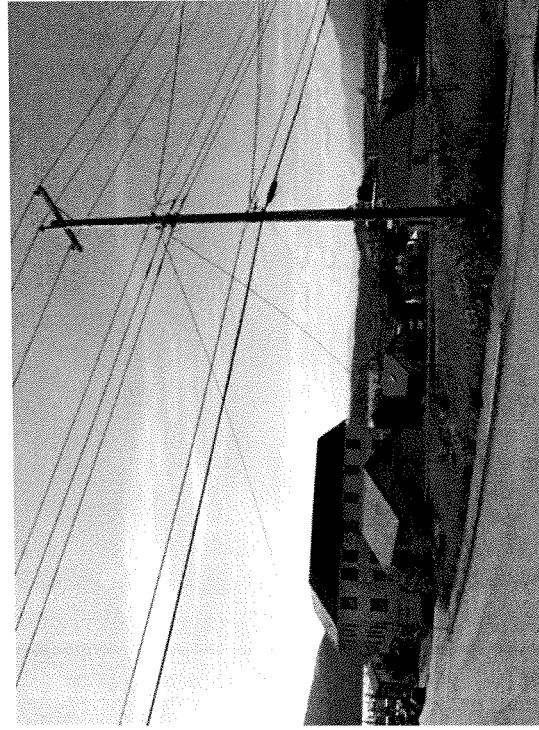
3203-3211 2ND AVENUE, PORT ALBERNI, BC

Opportunity

Colliers International is pleased to offer for sale a 0.28 acre development site along 2nd Avenue in downtown Port Alberni. The property is located on the corner of 3rd Avenue and Athol Street, one block west of 3rd Avenue, Port Alberni's main downtown commercial artery, and two blocks from Port Alberni's waterfront. The Property represents an opportunity to purchase land and building in immediate proximity to the industrial and commercial waterfront operations.

Land and Improvements

The subject property comprises three legal lots that are relatively flat and rectangular in shape. The building onsite is approximately 1,600 SF and consists of two floors, each 40'x20'. The entire property is cleared and fenced.



Total Building Size

±1,600 SF

Total Land Area

±12,375 SF or 0.28 acre

Zoning

CMX2 -Southport Downtown Core District

Permitted Uses include but are not limited to: automotive supply stores, banks & financial institutions, clubs & lodges, convenience stores, department stores, fitness centres, gas stations, hardware stores, hotels/motels, medical clinics, motor vehicle repair shops, parking lots etc.

Legal Description

Lot 13-15, Block 74, District Lot 1, Plan 197, Alberni District (PID: 009-278-923, 009-278-940 & 009-278-966)

Property Assessment (2012)

\$72,300.00

Gross Taxes (2012)

\$1,654.27

Price

One Hundred Ninety-eight Thousand Dollars (\$198,000.00)

One Hundred and Nine Thousand Dollars (\$109,000.00)

As is where is

Contact Us

JASON WINTON

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jason.winton@colliers.com

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brad.bailey@colliers.com

BRAD ARCHIBALD

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brad.archibald@colliers.com

Colliers International

335 Wesley Street, Suite 105
Nanaimo, BC V9R 2T5

MAIN: +1 250 740 1060

FAX: +1 250 740 1067

www.collierscanada.com/nanaimo

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TITLE SEARCH PRINT

2013-03-26, 13:55:44

Requestor: PA51135

Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

EM10067

From Title Number

EM5634

Declared Value

20000

Application Received

1998-02-02

Application Registered

1998-02-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 40671
 1250 WEST HASTINGS STREET
 VANCOUVER, BC
 V6E 2M4

Taxation Authority

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

009-278-923

Legal Description:

LOT 13, BLOCK 74, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
 ACT, SEE EJ13903

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

393172G

Registered Owner:

ALBERNI LAND COMPANY LIMITED, AND
 ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

AFB 36.381.19590F
 DD 18683 DD 12230F
 DD 11395I

Nature:

RESTRICTIVE COVENANT

Registration Number:

EK64439

Registration Date and Time:

1996-06-13 09:37

Registered Owner:

CITY OF PORT ALBERNI

Remarks:

INTER ALIA
 PURSUANT TO SECTION 215 LAND TITLE OFFICE.

TITLE SEARCH PRINT

2013-03-26, 13:55:44

Requestor: PA51135

Folio/File Reference:

Nature: MORTGAGE
 Registration Number: ET96391
 Registration Date and Time: 2002-08-22 09:26
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: EV94884
 Registration Date and Time: 2003-08-20 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY EX99057

Nature: JUDGMENT
 Registration Number: EX99057
 Registration Date and Time: 2005-08-09 12:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV94884
 RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: FA113294
 Registration Date and Time: 2006-09-19 09:57
 Registered Owner: KIM GALAVAN
 Remarks: INTER ALIA
 RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
 (RURAL AREA) ACT

Nature: JUDGMENT
 Registration Number: FB74761
 Registration Date and Time: 2007-07-19 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EX99057
 RENEWED BY FB281646

Nature: JUDGMENT
 Registration Number: FB281646
 Registration Date and Time: 2009-07-10 10:35
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB74761
 RENEWED BY FB386647
 RENEWED BY FB421840

TITLE SEARCH PRINT

2013-03-26, 13:55:44

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: FB314787
 Registration Date and Time: 2009-11-24 10:04
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440888

Nature: PROPERTY TRANSFER TAX ACT CHARGE
 Registration Number: FB334737
 Registration Date and Time: 2010-03-09 10:05
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
 Remarks: INTER ALIA
 SECTION 28

Nature: JUDGMENT
 Registration Number: LB381165
 Registration Date and Time: 2010-04-23 11:27
 Registered Owner: BYRON LOEWEN
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: FB421840
 Registration Date and Time: 2011-07-06 09:58
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB281646
 (FB74761, EX99057 AND EV94884)

Nature: JUDGMENT
 Registration Number: FB440888
 Registration Date and Time: 2011-10-28 11:29
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB314787

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

TITLE SEARCH PRINT

2013-03-26, 13:56:53

Requestor: PA51135

Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

EM10068

From Title Number

EM5635

Declared Value

60000

Application Received

1998-02-02

Application Registered

1998-02-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 40671,
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4,

Taxation Authority

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

009-278-940

Legal Description:

LOT 14, BLOCK 74, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE EJ13903

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

393172G

Registered Owner:

ALBERNI LAND COMPANY LIMITED, AND
ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

AFB 36.381.19590F
DD 18683 DD 12230F
DD 11395I

Nature:

RESTRICTIVE COVENANT

Registration Number:

EK64439

Registration Date and Time:

1996-06-13 09:37

Registered Owner:

CITY OF PORT ALBERNI

Remarks:

INTER ALIA
PURSUANT TO SECTION 215 LAND TITLE OFFICE.

TITLE SEARCH PRINT

2013-03-26, 13:56:53

Requestor: PA51135

Folio/File Reference:

Nature: MORTGAGE
 Registration Number: ET96391
 Registration Date and Time: 2002-08-22 09:26
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: EV94884
 Registration Date and Time: 2003-08-20 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY EX99057

Nature: JUDGMENT
 Registration Number: EX99057
 Registration Date and Time: 2005-08-09 12:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV94884
 RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: FA113294
 Registration Date and Time: 2006-09-19 09:57
 Registered Owner: KIM GALAVAN
 Remarks: INTER ALIA
 RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
 (RURAL AREA) ACT

Nature: JUDGMENT
 Registration Number: FB74761
 Registration Date and Time: 2007-07-19 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EX99057
 RENEWED BY FB281646

Nature: JUDGMENT
 Registration Number: FB281646
 Registration Date and Time: 2009-07-10 10:35
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB74761
 RENEWED BY FB386647
 RENEWED BY FB421840

TITLE SEARCH PRINT

2013-03-26, 13:56:53

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: FB314787
 Registration Date and Time: 2009-11-24 10:04
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440888

Nature: PROPERTY TRANSFER TAX ACT CHARGE
 Registration Number: FB334737
 Registration Date and Time: 2010-03-09 10:05
 Registered Owner: THE CROWN IN RIGHT OF BRITISH COLUMBIA
 Remarks: INTER ALIA
 SECTION 28

Nature: JUDGMENT
 Registration Number: LB381165
 Registration Date and Time: 2010-04-23 11:27
 Registered Owner: BYRON LOEWEN
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: FB421840
 Registration Date and Time: 2011-07-06 09:58
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB281646
 (FB74761, EX99057 AND EV94884)

Nature: JUDGMENT
 Registration Number: FB440888
 Registration Date and Time: 2011-10-28 11:29
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB314787

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

TITLE SEARCH PRINT

2013-03-26, 13:57:58

Requestor: PA51135

Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

EM10069

From Title Number

EM5636

Declared Value

Application Received

1998-02-02

Application Registered

1998-02-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 40671,
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4,

Taxation Authority

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

009-278-966

Legal Description:

LOT 15, BLOCK 74, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE EJ13903

Charges, Liens and Interests

Nature:

UNDERSURFACE RIGHTS

Registration Number:

393172G

Registered Owner:

ALBERNI LAND COMPANY LIMITED, AND
ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

AFB 36.381.19590F
DD 18683 DD 12230F
DD 11395I

Nature:

RESTRICTIVE COVENANT

Registration Number:

EK64439

Registration Date and Time:

1996-06-13 09:37

Registered Owner:

CITY OF PORT ALBERNI

Remarks:

INTER ALIA
PURSUANT TO SECTION 215 LAND TITLE OFFICE.

TITLE SEARCH PRINT

2013-03-26, 13:57:58

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: EV94884
 Registration Date and Time: 2003-08-20 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY EX99057

Nature: JUDGMENT
 Registration Number: EX99057
 Registration Date and Time: 2005-08-09 12:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EV94884
 RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: FA113294
 Registration Date and Time: 2006-09-19 09:57
 Registered Owner: KIM GALAVAN
 Remarks: INTER ALIA
 RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
 (RURAL AREA) ACT

Nature: JUDGMENT
 Registration Number: FB74761
 Registration Date and Time: 2007-07-19 11:47
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF EX99057
 RENEWED BY FB281646

Nature: JUDGMENT
 Registration Number: FB281646
 Registration Date and Time: 2009-07-10 10:35
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB74761
 RENEWED BY FB386647
 RENEWED BY FB421840

Nature: JUDGMENT
 Registration Number: FB314787
 Registration Date and Time: 2009-11-24 10:04
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440888

TITLE SEARCH PRINT

2013-03-26, 13:57:58

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|--|
| Nature: | PROPERTY TRANSFER TAX ACT CHARGE |
| Registration Number: | FB334737 |
| Registration Date and Time: | 2010-03-09 10:05 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |
| Remarks: | INTER ALIA SECTION 28 |

| | |
|-----------------------------|------------------|
| Nature: | JUDGMENT |
| Registration Number: | LB381165 |
| Registration Date and Time: | 2010-04-23 11:27 |
| Registered Owner: | BYRON LOEWEN |
| Remarks: | INTER ALIA |

| | |
|-----------------------------|---|
| Nature: | JUDGMENT |
| Registration Number: | FB421840 |
| Registration Date and Time: | 2011-07-06 09:58 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB281646 (FB74761, EX99057 AND EV94884) |

| | |
|-----------------------------|-----------------------------------|
| Nature: | JUDGMENT |
| Registration Number: | FB440888 |
| Registration Date and Time: | 2011-10-28 11:29 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB314787 |

| | |
|-------------------------------------|------------------|
| Duplicate Indefeasible Title | NONE OUTSTANDING |
|-------------------------------------|------------------|

| | |
|------------------|------|
| Transfers | NONE |
|------------------|------|

| | |
|-----------------------------|------|
| Pending Applications | NONE |
|-----------------------------|------|

APPENDIX E

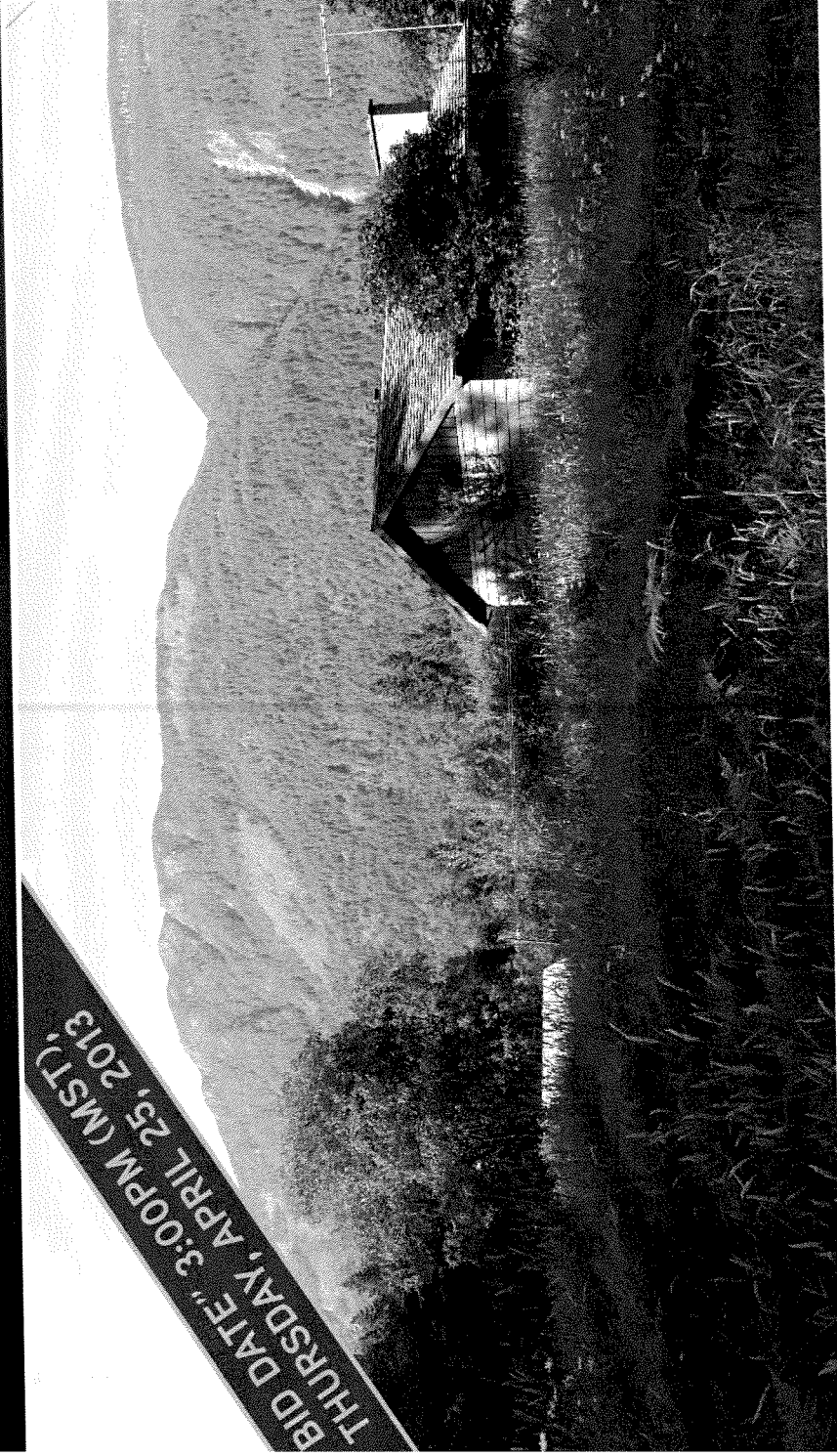
FOR SALE > RURAL ACREAGE WITH RESIDENCE & DEVELOPMENT POTENTIAL

80-Acre Parcel

8335 MESHERS ROAD, PORT ALBERNI, BC

APPENDIX E

Colliers
INTERNATIONAL



BID DATE" 3:00PM (MST),
THURSDAY, APRIL 25, 2013



INVITATION FOR OFFERS

SALE OF PROPERTIES OF THE PURDY GROUP
Under the Companies' Creditors Arrangement Act ("CCAA")

"Bid Date" 3:00pm (MST), Thursday, April 25, 2013

All offers are subject to Court approval. Contact Listing Agent for Offer Template. Favourable financing is available for qualified purchasers.

FOR SALE > RURAL ACREAGE WITH RESIDENCE & DEVELOPMENT POTENTIAL

80-Acre Parcel

8335 MESHERS ROAD, PORT ALBERNI, BC

APPENDIX E

Colliers
INTERNATIONAL

Opportunity

Colliers International is pleased to offer this 80-acre parcel with residence and development potential located in Port Alberni on Vancouver Island. The property represents an opportunity to purchase the aforementioned land, a ±2,528-square-foot single family dwelling (includes partial basement), a large barn, covered shelter, and chicken coop.

The parcel is currently zoned A2 (Urban Agriculture District) and can be subdivided allowing for minimum lot sizes of 4.94 acres. The vendor had previously received PLA approvals for seven 5-acre lots on the eastern portion of the lot. Significant timber is available on site, including abundant water and gravel. Of the 80 acre parcel, 40 acres are located in the ALR and 40 acres are not. Current zoning allows for single family dwellings, greenhouses, farming, orchards, greenhouses, kennels, aviaries, forest management, home occupations, bed and breakfasts, etc.

Location

The property is located on Meshers Road, 14.9 km northwest of downtown Port Alberni, in a rural area known as Beaver Creek.

The subject property is considered well-located in relation to the majority of downtown amenities and is situated in a mature agricultural and residential area.

Site

The subject property is gently undulating, partly fenced and includes a portion of Fawn Creek which runs directly through the property.

Improvements

The subject dwelling is a three bedroom bungalow style single family residence constructed in the 1960s. The main floor is comprised of 1,352 square feet and the partial basement is comprised of 1,176 square feet. There is one 4-piece bathroom, 100 amp electrical service, 38.5 gallon water tank, and forced air oil heating system.

Zoning

A2 - (Urban Agriculture District)

Permitted uses under the zoning bylaw include but are not limited to: single family dwellings, guesthouses, farming, orchards, greenhouses, kennels, aviaries, forest management, home occupations, bed and breakfasts, etc.

Legal Description

Part S 1/2, District Lot 51, Land District 1; PID: 008-428-565

Assessed Value (2012)

\$386,200.00

Property Taxes (2012)

\$1,342.97

Price

Four Hundred and Sixty Thousand Dollars (\$460,000.00)

Four Hundred and Fifteen Thousand Dollars (\$415,000.00)

AS IS WHERE IS

Contact Us

BRAD BAILEY
+1 250 740 1060 Ext. 2222
brad.bailey@colliers.com

BRAD ARCHIBALD
+1 250 740 1060 Ext. 2224
brad.archibald@colliers.com

JASON WINTON
+1 250 740 1060 Ext. 2223
jason.winton@colliers.com

Colliers International
335 Wesley Street, Suite 105
Nanaimo, BC V9R 2T5
MAIN: +1 250 740 1060
FAX: +1 250 740 1067
www.collierscanada.com/nanaimo

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TITLE SEARCH PRINT

2013-03-26, 13:54:19

Requestor: PA51135

Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

EP50081

From Title Number

EK116252

Declared Value

375000

Application Received

2000-06-20

Application Registered

2000-06-21

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

JOHN KENNETH PURDY, BUSINESSMAN
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4**Taxation Authority**

PORT ALBERNI ASSESSMENT AREA

Description of Land

Parcel Identifier:

008-428-565

Legal Description:

THE SOUTH 1/2 OF DISTRICT LOT 51, ALBERNI DISTRICT

Legal NotationsTHIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND
COMMISSION ACT; SEE AGRICULTURAL LAND RESERVE PLAN NO. 1, DEPOSITED
26.04.1974**Charges, Liens and Interests**

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

A.F.B. 9.693.7434A
67606G;
SECTION 172(3)
FOR ACTUAL DATE AND TIME OF REGISTRATION
SEE ORIGINAL GRANT FROM E & N RAILWAY COMPANY

Nature:

MORTGAGE

Registration Number:

EP50082

Registration Date and Time:

2000-06-20 14:01

Registered Owner:

LADYSMITH & DISTRICT CREDIT UNION

TITLE SEARCH PRINT

2013-03-26, 13:54:19

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|---|
| Nature: | MORTGAGE |
| Registration Number: | EP50083 |
| Registration Date and Time: | 2000-06-20 14:02 |
| Registered Owner: | ARMAC INVESTMENTS LTD. INCORPORATION NO. 40671 |
| Transfer Number: | ET37403 |
| | |
| Nature: | JUDGMENT |
| Registration Number: | ET58782 |
| Registration Date and Time: | 2002-05-30 12:26 |
| Registered Owner: | HER MAJESTY THE QUEEN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWED BY EW38663 RENEWED BY FA30643 RENEWED BY FB153862 |
| | |
| Nature: | JUDGMENT |
| Registration Number: | ET124218 |
| Registration Date and Time: | 2002-10-31 11:54 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA |
| | |
| Nature: | JUDGMENT |
| Registration Number: | EW38663 |
| Registration Date and Time: | 2004-04-01 12:56 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF ET58782 |
| | |
| Nature: | JUDGMENT |
| Registration Number: | EW141571 |
| Registration Date and Time: | 2004-10-21 09:42 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA |
| | |
| Nature: | JUDGMENT |
| Registration Number: | FA30643 |
| Registration Date and Time: | 2006-03-13 11:26 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF ET58782 |

TITLE SEARCH PRINT

2013-03-26, 13:54:19

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: FA122979
 Registration Date and Time: 2006-10-12 09:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: FB153862
 Registration Date and Time: 2008-03-12 11:46
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF ET58782
 RENEWED BY FB333587

Nature: JUDGMENT
 Registration Number: FB211243
 Registration Date and Time: 2008-09-15 11:57
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA

Nature: JUDGMENT
 Registration Number: FB292038
 Registration Date and Time: 2009-08-19 10:08
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INTEREST OF ARMAC INVESTMENTS LTD.
 OF EP50083 (SEE ET37403)

Nature: JUDGMENT
 Registration Number: FB295832
 Registration Date and Time: 2009-09-02 10:14
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 AS TO THE INT. OF ARMAC INVESTMENTS LTD.
 IN MORTGAGE EP50083
 RENEWED BY FB422811

Nature: JUDGMENT
 Registration Number: FB314269
 Registration Date and Time: 2009-11-20 12:13
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440886

TITLE SEARCH PRINT

2013-03-26, 13:54:19

Requestor: PA51135

Folio/File Reference:

Nature: JUDGMENT
 Registration Number: FB321721
 Registration Date and Time: 2009-12-30 09:19
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWED BY FB440887

Nature: JUDGMENT
 Registration Number: FB333587
 Registration Date and Time: 2010-03-02 11:24
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB153862
 RENEWED BY FB450574

Nature: JUDGMENT
 Registration Number: FB351185
 Registration Date and Time: 2010-06-03 12:21
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB193760

Nature: JUDGMENT
 Registration Number: FB369983
 Registration Date and Time: 2010-08-31 15:23
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB211243
 RENEWED BY FB460762

Nature: JUDGMENT
 Registration Number: FB422811
 Registration Date and Time: 2011-07-12 13:52
 Registered Owner: THE CROWN IN RIGHT OF CANADA
 Remarks: INTER ALIA
 RENEWAL OF FB295832
 AS TO THE INT. OF ARMAC INVESTMENTS LTD.
 IN MORTGAGE EP50083

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: FB425654
 Registration Date and Time: 2011-07-26 14:57
 Registered Owner: LADYSMITH AND DISTRICT CREDIT UNION

TITLE SEARCH PRINT

2013-03-26, 13:54:19

Requestor: PA51135

Folio/File Reference:

| | |
|-----------------------------|-----------------------------------|
| Nature: | JUDGMENT |
| Registration Number: | FB440886 |
| Registration Date and Time: | 2011-10-28 11:29 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB314269 |

| | |
|-----------------------------|-----------------------------------|
| Nature: | JUDGMENT |
| Registration Number: | FB440887 |
| Registration Date and Time: | 2011-10-28 11:29 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | INTER ALIA RENEWAL OF FB321721 |

| | |
|-----------------------------|------------------------------|
| Nature: | JUDGMENT |
| Registration Number: | FB450574 |
| Registration Date and Time: | 2012-02-03 14:01 |
| Registered Owner: | THE CROWN IN RIGHT OF CANADA |
| Remarks: | RENEWAL OF FB333587 |

| | |
|-----------------------------|--|
| Nature: | JUDGMENT |
| Registration Number: | FB460762 |
| Registration Date and Time: | 2012-08-15 14:09 |
| Registered Owner: | THE CROWN IN RIGHT OF BRITISH COLUMBIA |
| Remarks: | RENEWAL OF FB369983 |

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

APPENDIX F



723-1800
coastrealty.com

4213 Princess Road
Port Alberni, BC V9Y 5R2
Toll Free: 1-888-723-1800
Fax: (250) 723-1809
Res: (250) 723-6159
Email: coastpa@shaw.ca



Jon Van Bergen

APPENDIX F



Coast
Realty
GROUP
People. Above all.

Fax: 723-1809
coastrealty.com

Toll Free: 1-888-723-1800
Tel: (250) 723-1800

Coast Realty Group Ltd.
4213 Princess Road
Port Alberni, BC V9Y 5R2

Date: MAY 7/13
Time: _____
Company Name: COLLIERS
Attention: BRAD
Fax Number: BRAD.ARCHIBALD@COLLIERS.COM
From: JOP.
Number of Pages (incl. cover): 9

Comments

Hi BRAD - HERE IT IS NOW WE
CAN HAVE LUNCH.

Please Confirm Receipt
AND SELLER RECEIPTANCE SIGNATURE

WE HAVE \$55,000 IN OUR TRUST A/c

[Signature] [Signature]

We respect your privacy and have adopted a Privacy Code that manages the way in which we hold, use and protect your personal information. This code can be viewed in our office or via the internet at www.coastrealty.com. If you wish to limit how we use your information or our relationship with you, please contact our Privacy Officer at 1-800-779-4966.



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 2 PAGES

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: 338898

DATE: April 22/2013

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

PART 1 - INFORMATION SUMMARY

| | |
|---|--|
| 1. Prepared By | |
| 1.1 Name of Brokerage | <u>CONST REALTY GROUP</u> |
| 1.2 Brokerage Address | <u>4213- PRINCESS RD</u> |
| 1.3 Licensee's Name | <u>JOE VAN BERGEN</u> Phone No. |
| 1.4 Personal Real Estate Corporation | |
| 1.5 Licensee's Email Address | <u>JOE.V12@SHAW.CA</u> Fax No. <u>250-723-1809</u> |
| 1.6 Brokerage Phone No. | <u>250-723-1800</u> Fax No. <u>250-723-1809</u> |
| 2. Parties to the Contract | |
| 2.1 Seller | <u>ARMAC INVESTMENTS LTD INC NO 40671</u> |
| Seller | |
| 2.2 Seller's Address | <u>1250- WEST HASTINGS ST-VANCOUVER BC-V6E2M4</u> |
| 2.3 Seller's Phone No. | Fax No. |
| 2.4 Seller's Email Address | |
| 2.5 Seller's Incorporation No. | <u>40671</u> |
| 2.6 Seller's GST No. | <u>?</u> |
| 2.7 Seller's Residency: <input checked="" type="checkbox"/> Resident of Canada <input type="checkbox"/> Non-Resident of Canada (as defined in the Income Tax Act) | |
| 2.8 Buyer | <u>DANIEL BIERGEROW</u> |
| Buyer | |
| 2.9 Buyer's Address | <u>2225-14TH AV PORT ALBERN</u> |
| 2.10 Buyer's Phone No. | <u>604-314-1159</u> Fax No. |
| 2.11 Buyer's Email Address | <u>DANIEL.BIERGEROW@GMAIL.COM</u> |
| 2.12 Buyer's Incorporation No. | |
| 2.13 Buyer's GST No. | <u>851-975-300</u> |
| 3. Property | |
| 3.1 Civic Address of Property | <u>3203 AND 3211 2ND AVE PORT ALBERN BC</u> |
| 3.2 Legal Description of Property | <u>LOT 13-15 BLOCK 74 DL 1 PLAN 197</u> <u>ALBERNI DISTRICT</u> |
| PID <u>009-278-923</u> <u>009-278-940</u> <u>009-278-966</u> | |
| 4. Purchase Price | <u>\$55,000</u> Clause <u>14</u> |
| <u>Seventy Two Thousand Five Hundred Dollars</u> | |
| Dollars | |

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clauses 6.1 and 17) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - a. The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
 - b. The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - c. The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - d. The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday or Sunday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.
4. **POSSESSION:** (Clauses 7.1 and 18) The Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **ADJUSTMENT:** (Clauses 8.1 and 19) The Buyer and Seller should consider any additional adjustments that are necessary given the nature of the Property and how any costs are payable by tenants and whether the Seller holds any of the tenant's funds with respect to such costs.
6. **TITLE:** (Clause 22) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 22 and Schedule 22, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the Seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
7. **CUSTOMARY COSTS:** (Clause 31) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

| Costs to be Borne by the Seller | Costs to be Borne by the Buyer |
|--|-------------------------------------|
| Lawyer or Notary Fees and Expenses: | Lawyer or Notary Fees and Expenses: |
| - attending to execution documents. | - searching title, |
| Costs of clearing title, including: | - investigating title, |
| - discharge fees charged by encumbrance holders, | - drafting documents. |
| - prepayment penalties. | Land Title Registration fees. |
| Real Estate Commission. | Survey Certificate (if required). |
| Goods and Services Tax. | Costs of Mortgage, including: |
| | - mortgage company's Lawyer/Notary. |
| | - appraisal (if applicable). |
| | Land Title Registration fees. |
| | Fire Insurance Premium. |
| | Sales Tax (if applicable). |
| | Property Transfer Tax. |
| | Goods and Services Tax. |
8. **RISK:** (Clause 32) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Buyer pays the balance of the funds into trust. The Seller should maintain the Seller's insurance in effect until the later of the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold commercial real estate. If your transaction involves:

| | |
|---|---|
| - a building under construction | - an operating business with or without employees being hired |
| - a sale and purchase of shares in the owner of the Property | - the purchase of a leasehold interest |
| additional provisions, not contained in this form, may be needed, and professional advice should be obtained. | |

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE

VIREB

THE CANADIAN
REAL ESTATE
ASSOCIATIONTHE CANADIAN
BAR ASSOCIATION
British Columbia Branch

MLS® NO.: 338898

DATE: ~~APRIL 22, 2013~~ MAY 7/2013

PAGE ____ of ____ PAGES

RE: ADDRESS 3203 AND 3211 5TH AVE PORT ALBERNI BC
LEGAL DESCRIPTION: LOTS 13-14-15 BLOCK 74 DL1 PLAN 197
ALBERNI DISTRICT

PID: 009-278-923 AND 009-278-966
009-278-940

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED APRIL 22 - 2013

MADE BETWEEN DANIEL BERGERON

ANNA INVESTMENTS INC

AS BUYER, AND

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

① FINAL AMENDED SALE PRICE SHALL BE 72,500
SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS

DATES AMENDED COMPLETION POSSESSION
ADJUSTMENT

② COMPLETION MAY 23 - 2013
POSSESSION MAY 23 - 2013 - NOON
ADJUSTMENTS MAY 23 - 2013 -

③ SELLER TO REMOVE ALL CHATTELS FROM PROPERTY
BY MAY 22 - 2013

④ BUYERS GST NUMBER - 851-975-300-RT0001

| | | | | | | |
|---|---------|---|--------|------|-----------------|------------|
| X | WITNESS | X | BUYER | SEAL | DANIEL BERGERON | PRINT NAME |
| X | WITNESS | | BUYER | SEAL | | PRINT NAME |
| X | WITNESS | | SELLER | SEAL | Jack Parry | PRINT NAME |
| X | WITNESS | | SELLER | SEAL | | PRINT NAME |

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PROPERTY ADDRESS 3203-3211 2ND AVE PORT ALBERN BC PAGE 2 of 22 PAGES

| | | | |
|------------------------------|--|--|---------------|
| 5. Deposit | <u>\$5500 FIVE THOUSAND FIVE HUNDRED DOLLARS</u> | | Clause |
| 5.1 | Deposit To Be Provided By The Following Date: <input type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input checked="" type="checkbox"/> Date <u>APRIL 22 - 2013</u> <input type="checkbox"/> other _____ | | 15 |
| 5.2 | Amount of Deposit <u>\$5500 - FIVE THOUSAND FIVE HUNDRED DOLLARS</u> | | 15 |
| 5.3 | Deposit To Be Paid In Trust To <u>COAST REALTY GROUP</u> | | 15 |
| 6. Completion Date | <u>WITHIN 14 DAYS AFTER COURT APPROVAL</u> | | |
| 6.1 | Completion Date | | |
| 7. Possession Date | <u>SAME AS COMPLETION</u> | | 17 |
| 7.1 | Possession Date | | |
| 7.2 | Vacant Possession Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | | 18 |
| 7.3 | All Existing Tenancies Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | 18 |
| 8. Adjustment Date | <u>SAME AS COMPLETION</u> | | |
| 8.1 | Adjustment Date | | |
| 9. Viewing Date | <u>APRIL 18 - 2013</u> | | 19 |
| 9.1 | Viewing Date | | |
| 10. Agency Disclosure | | | 21 |
| 10.1 | Seller's Designated Agent Licensee <u>BRAD ARCHIBALD</u> Licensee _____ Brokerage <u>COLLIERS INTERNATIONAL</u> | | 38A |
| 10.2 | Buyer's Designated Agent Licensee <u>JOE VAN BERGEN</u> Licensee _____ Brokerage <u>COAST REALTY GROUP</u> | | 38B |
| 10.3 | Limited Dual Agency Designated Agent Licensee _____ Licensee _____ Brokerage _____ | | 38C |
| 10.4 | Date of Limited Dual Agency Agreement | | |
| 11. Acceptance | | | 38C |
| 11.1 | Offer Open Until - Date <u>APRIL 26 - 2013</u> Time <u>23:00 HOURS</u> | | |
| 12. Schedules | | | 42 |
| 15 | Deposit <u>CERTIFIED CHEQUE</u> | | |
| 16A | Buyer's Conditions | Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 15 |
| 16B | Seller's Conditions | Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 16 |
| 18 | Accepted Tenancies | Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 16 |
| 20A | Additional Included Items | Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 18 |
| 20B | Excluded Items | Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 20 |
| 22 | Additional Permitted Encumbrances | Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 20 |
| 23 | Additional Seller's Warranties and Representations | Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 22 |
| 24 | Additional Buyer's Warranties and Representations | Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | 23 |
| 41 | Additional Terms | Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | 24 |

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 PROPERTY ADDRESS PAGE 3 of 22 PAGES

PART 2 - TERMS

- 13. INFORMATION SUMMARY:** The Information Summary being Part 1 to this Contract of Purchase and Sale for Commercial Real Estate and the Schedules attached to this Contract of Purchase and Sale for Commercial Real Estate, form an integral part of this offer. The Seller and Buyer acknowledge that they have read all of Part 1 and Part 2 and the Schedules to this Contract of Purchase and Sale for Commercial Real Estate.
- 14. PURCHASE PRICE:** The purchase price of the Property will be the amount set out in Clause 4.1 (Purchase Price).
- 15. DEPOSIT:** A deposit in the amount set out in Clause 5.2 which will form part of the Purchase Price, will be paid in accordance with Clause 26 except as otherwise set out in Schedule 15 and on the terms set out in Schedule 15. All monies paid pursuant to this Clause (the "Deposit") will be delivered in trust to the party identified in Clause 5.3 and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.
- 16. CONDITIONS:** The obligations of the Buyer described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16A, if any (the "Buyer's Conditions"). The Buyer's Conditions are inserted for the sole benefit of the Buyer. The satisfaction or waiver of the Buyer's Conditions will be determined in the sole discretion of the Buyer and the Buyer agrees to use reasonable efforts to satisfy the Buyer's Conditions. The Buyer's Conditions may only be satisfied or waived by the Buyer giving written notice (the "Buyer's Notice") to the Seller on or before the time and date specified for each condition. Unless each Buyer's Condition is waived or declared fulfilled by delivery of the Buyer's Notice to the Seller on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- The obligations of the Seller described in this Contract are subject to the satisfaction or waiver of the conditions precedent set out in Schedule 16B, if any (the "Seller's Conditions"). The Seller's Conditions are inserted for the sole benefit of the Seller. The satisfaction or waiver of the Seller's Conditions will be determined in the sole discretion of the Seller and the Seller agrees to use reasonable efforts to satisfy the Seller's Conditions. These conditions may only be satisfied or waived by the Seller giving written notice (the "Seller's Notice") to the Buyer on or before the time and date specified for each condition. Unless each Seller's Condition is waived or declared fulfilled by delivery of the Seller's Notice to the Buyer on or before the time and date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.
- 17. COMPLETION:** The sale will be completed on the date specified in Clause 6.1 (Completion Date) at the appropriate Land Title Office.
- 18. POSSESSION:** The Buyer will have possession of the Property at the time and on the date specified in Clause 7.1 (Possession Date) with vacant possession if so indicated in Clause 7.2, or subject to all existing tenancies if so indicated in Clause 7.3; or subject to the specified tenancies set out in Schedule 18, if so indicated in Clause 12 (if Clause 7.3 or 12 is selected, such tenancies shall be the "Accepted Tenancies").
- 19. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, insurance, rents, tenant deposits including interest, prepaid rents, and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the date specified in Clause 8.1 (the "Adjustment Date").

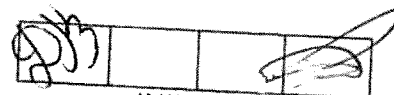
INITIALS

PROPERTY ADDRESS

3203-3211-2ND AVE PORT ALBERNI BC

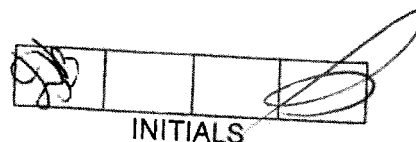
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- 20. INCLUDED ITEMS:** The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.
- 21. VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 9.1.
- 22. TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.
- 23. ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.
- 24. ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS:** In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.
- 25. GST:** In addition to the Purchase Price, the applicable Goods and Services Tax ("GST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable GST to the Seller on the Completion Date and the Seller will then remit the GST as required by the Act. All taxes payable pursuant to the *Social Service Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.
- 26. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by bank draft, certified cheque or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 27. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 28. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 29. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").



INITIALS

- 30. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 31. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 32. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.
- 33. GOVERNING LAW:** This Contract will be governed by the laws of the Province of British Columbia. The parties submit to the exclusive jurisdiction of the courts in the Province of British Columbia regarding any dispute that may arise out of this transaction.
- 34. CONFIDENTIALITY:** Unless the transaction contemplated by this Contract is completed, the Buyer and the Seller will keep all negotiations regarding the Property confidential, and the Buyer will not disclose to any third party the contents or effect of any documents, materials or information provided pursuant to or obtained in relation to this Contract without the prior written consent of the Seller, except that each of the Buyer and the Seller may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that the Buyer and the Seller may disclose the same as required by law or in connection with any regulatory disclosure requirements which must be satisfied in connection with the proposed sale and purchase of the Property.
- 35. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 36. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and any attached Schedules. All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Date, unless otherwise agreed in writing.
- 37. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 38, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.



INITIALS

38. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

- A. the Seller has an agency relationship with the licensee specified in Clause 10.1 who is licensed in relation to the brokerage specified in Clause 10.1;
- B. the Buyer has an agency relationship with the licensee specified in Clause 10.2 who is licensed in relation to the brokerage specified in Clause 10.2;
- C. the Buyer and the Seller have consented to a limited dual agency relationship with the licensee specified in Clause 10.3 who is licensed in relation to the brokerage specified in Clause 10.3 having signed a Limited Dual Agency Agreement having the date specified in Clause 10.4;
- D. if only Clause 10.1 has been completed, the Buyer is acknowledging no agency relationship. If only Clause 10.2 has been completed, the Seller is acknowledging no agency relationship.

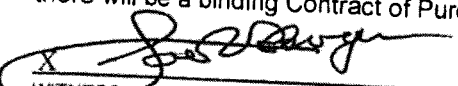
39. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified, for the Buyer to either:


- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

40. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.



41. ADDITIONAL TERMS: The additional terms set out in Schedule 41 are hereby incorporated into and form a part of this Contract.

42. OFFER: This offer, or counter-offer, will be open for acceptance until the time and date specified in Clause 11.1 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.


 WITNESS
X
 WITNESS


 BUYER

 BUYER

 Daniel Bergeron
 PRINT NAME

 PRINT NAME



43. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested, forthwith after completion.

Seller's acceptance is dated _____, yr. _____

X
 WITNESS
X
 WITNESS


 SELLER

 SELLER

 Sarah Pardey
 PRINT NAME

 PRINT NAME

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CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE SCHEDULE



REALTOR®
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

MLS® NO: 338898

DATE: April

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RE: ADDRESS 3203 AND 3211 - 27th AVE Port Alberni BC

LEGAL DESCRIPTION: LOT 13-15 - BLOCK 74 S L 1 PLAN 197
ALBERNI DISTRICT

PID: 009-278-923 // 009-278-940 // 009-278-966

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

ARMAC INVESTMENTS LTD INC NO 40671

AS BUYER, AND

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

① BUYER HAS RECEIVED AND ACCEPTS COLLIER'S LISTING INFORMATION AS PER EXHIBIT A ATTACHED.

② BUYER REQUESTS ALL CHATELLETS PRESENTLY STORED ON SECOND FLOOR OF BUILDING BE REMOVED PRIOR TO COMPLETION AND ARE NOT INCLUDED IN SALE PRICE - To be removed by Jan 7th/2013

③ SCHEDULE II - TERMS AND CONDITIONS OF OFFER TO PURCHASE IS ATTACHED AND FORMS A PART OF THE CONTRACT EXHIBIT B

④ TITLE SEARCHES ARE ATTACHED WHICH BUYER ACCEPTS AS EXHIBIT C

⑤ BUYER HAS RECEIVED COPY OF CITY ZONING REGULATION FOR PROPERTY ABOVE EXHIBIT D

⑥ Seller has until Jan 7th/2013 to remove possessions (furniture, equipment) from the 800 sqm food shop located on site

X WITNESS

BUYER

SEAL

PRINT NAME

X

WITNESS

BUYER

SEAL

PRINT NAME

X

WITNESS

SELLER

SEAL

PRINT NAME

X

WITNESS

SELLER

SEAL

PRINT NAME

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8/22

EXHIBIT B

SCHEDULE II

TERMS AND CONDITIONS OF
OFFER TO PURCHASE
Cherry Blossom Park Development Corp.
Armac Investments Ltd. (BC)
John (Jack) Kenneth Purdy

1. The Offeror acknowledges and agrees that acceptance of the Offer by the Taylor Law Office is made by it solely in its capacity as its legal representative of Cherry Blossom Park Development Corp. and Armac Investments Ltd. (BC) and John (Jack) Kenneth Purdy and not in any personal or corporate capacity, and that the Vendor and its respective employees, servants and agents shall have no personal or corporate liability whatsoever with respect to any matter(s) relating to or arising out of the Offer, the Agreement or the advertisement or sale of the Properties. Any suit, claim, demand or cause of action of the Offeror, in any way arising out of or related to the Offer, the Agreement or the advertisement or sale of the Properties, shall be restricted solely to the Properties and the Deposit.
2. Nothing herein shall be construed as a warranty, agreement or representation that the Vendor as Taylor Law Office is the owner of the Properties or that there are or will be no restrictions, encumbrances, burdens or obligations against the Properties.
3. The Vendor, in its sole discretion, may waive any or all of the Terms and Conditions of the Agreement which are for the benefit of the Vendor, provided however that any waiver shall only be effective if in writing and any such waiver shall not apply to waive any other provisions unless expressly stated in writing.
4. The Vendor has specified certain details respecting the Properties described above. The descriptions therein contained are not warranted to be complete or accurate, and the Offeror has had full opportunity to and has conducted such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Properties, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose, and with any other attributes which the Offeror considers relevant.
5. The Properties are being sold on an "**as is and where is**" without recourse basis.
6. The Offeror acknowledges that it was entitled to and had the opportunity to consult with its own independent legal counsel prior to making the Offer.
7. The Offeror, with this Offer, delivered to the Vendor the Deposit. If the Offer is accepted, then subject to Paragraph 8 hereof, the Deposit shall be applied to the Purchase Price.

Buyer

JB




9/22

8. If the Offer is accepted and the Offeror fails to comply with any of the Agreement, or if the Offeror is unable or unwilling to complete this transaction for any reason whatsoever, the Deposit and all payments made on account of the Purchase Price shall be forfeited to the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty.
9. In the event that this Offer is not accepted, the Deposit accompanying this Offer shall be returned to the Offeror without interest as soon as reasonably practicable.
10. The Offeror acknowledges that Vendor is not obligated to accept this Offer or the highest or any offer received by the Vendor. Any offer accepted by the Vendor is subject to Monitor consent and Court Approval.
11. If the Offer is accepted, then notification of such acceptance shall be made effective upon delivery of such notification in writing to the address of the Offeror set forth in the Offer and shall be deemed to have been received by the Offeror on the day on which such delivery is made. Subject to the satisfaction of the condition precedent in favour of the Vendor at Paragraph 20 B of this Schedule II, upon acceptance as aforesaid, the accepted Offer shall constitute a binding agreement of purchase and sale. Unless otherwise agreed between the parties, the closing of this transaction shall take place on the Closing Date.
12. Time shall be of the essence of this Offer, any acceptance thereof and the Agreement constituted by such acceptance.
13. This Offer and the Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Offeror irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.
14. In consideration of the Vendor making available to the Offeror information relating to the Properties and the opportunity of inspection of such information, and in consideration of the Vendor receiving offers, the Offeror agrees that its Offer is irrevocable prior to the expiration of May 2, 2013.
15. The Offeror shall, after the Purchase Price has been paid in full, take delivery and possession of the Properties on an "as is and where is" basis on the Closing Date, without recourse to the Vendor or their respective employees, servants and agents. The Purchase Price shall be paid to the Vendor on the Closing Date in cash or by certified cheque or bank draft drawn on a Canadian Chartered Bank by the Offeror.

Boyer
DB

10/22

16. The Vendor will, up to the Closing Date, maintain its existing insurance in place with respect to the Properties. Existing insurance is limited to liability insurance on the Culverton Road and River Road Properties. In the event of any damage occurring prior to Closing Date, the Offeror shall not have the right to rescind, but, rather, shall have all of the rights of the insured party under the terms of the insurance policy under which the Properties are insured. The Offeror shall arrange for its own insurance as at and from the Closing Date.
17. At the Closing Date, the Vendor shall execute and deliver a Transfer of Land or any other documentation necessary to give effect to this transaction.
18. There are no representations, warranties, collateral agreements, or conditions whatsoever by the Vendor, and the Offeror, having been afforded all reasonable opportunity to examine the Properties and all documents and information pertaining to or affecting the Properties insofar as such documents and information are in the Vendor's possession, acknowledges and agrees that there are no representations, collateral agreements, conditions or warranties, expressed or implied, by statute, custom or otherwise, on the part of the Vendor or their respective agents, servants or employees, affecting the rights of the Offeror hereunder, and that, without restricting the generality of the foregoing, there are no representations regarding the Properties as to title, location, existence, fitness for particular purpose, condition, quality, quantity, merchantability or suitability for intended purpose, or as to any other attributes which the Offeror considers relevant. The Offeror further acknowledges and agrees that it is not relying upon any representations made by the Vendor or their respective agents, servants or employees and that the Agreement is and shall be the entire agreement between the parties.
19. The Offeror (if a corporation) represents and warrants to the Vendor that as of the date hereof, to and including the Closing Date:
 - A. the Offeror is and will be a corporation duly incorporated, validly subsisting and in good standing under the laws of the Province of Alberta or is and will be a corporation duly incorporated, validly subsisting and in good standing under the laws of the jurisdiction of its incorporation and duly qualified and registered in the province of Alberta, and the Offeror has the full legal right, power, capacity and authority to acquire and own the Properties Properties;
 - B. the Offeror has and had at the time of execution, all requisite corporate power, authority and capacity to execute and deliver this Offer to the Vendor and to make and fully observe and perform all terms, covenants, conditions, agreements, representations and warranties contained in this Offer;

Buyer
Page 3


10/22

- C. the execution and delivery of this Offer has been duly authorized by all necessary corporate action of the Offeror and all necessary resolutions have been taken or passed by the Offeror and its shareholders, directors and officers in order to authorize the execution and delivery of this Offer and the carrying out of the transaction contemplated hereunder, and this Offer together with the acceptance thereof shall constitute a legal, valid and binding agreement for sale enforceable against the Offeror in accordance with its terms, with respect to those obligations of the Offeror set forth herein;
 - D. the Offeror has duly executed and delivered this Offer and the execution, delivery and performance by the Offeror of this Offer does not and will not violate or conflict with the constituting documents and by-laws (if any) of the Offeror, nor any resolution of the directors or shareholders of the Offeror nor with any agreements, instruments, injunctions, judgments, decrees or writs to which the Offeror is a party or is bound, nor result in a violation of any law, statute, regulation, ordinance or rule to which the Offeror is subject;
 - E. no registration with, giving of notice to, or consent or approval of, any governmental or public bodies or authorities, or any other parties, is necessary for the execution and delivery by the Offeror of the Offer or for the performance by the Offeror of the terms and conditions contained herein;
 - F. the Offeror is not a non-Canadian as defined in the Investment Canada Act or if the Offeror is such a non-Canadian, then either the transaction herein is not notifiable or reviewable under such Act or the Offeror has satisfied the requirements of such Act such that the transaction herein provided for may be completed without contravention of such Act.
20. The obligation of the Vendor to complete the sale of the Properties pursuant hereto is subject to the following conditions precedent:
- A. the Offeror shall cause to be paid and delivered to the Vendor on the Closing Date the Purchase Price plus any applicable goods and services tax.
 - B. that a Court Order is obtained authorizing the sale of the Properties and vesting title of the Properties in the Offeror.

Buyer



11/22

21. The foregoing conditions precedent in Paragraph 20 shall be for the benefit of the Vendor and Purchaser and may not be waived, in whole or in part, at any time on or before the Closing Date.
22. No amendment or variation of the Agreement shall be of any force or effect unless the same is reduced to writing and duly executed by the Vendor and the Offeror.
23. Interest on the Deposit and all other funds paid to the Vendor pursuant to this Offer shall accrue to the benefit of Vendor.
24. The Offeror and the Vendor mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the Agreement.
25. This Agreement shall endure to the benefit of and be binding upon the Offeror and Vendor and their respective successors and assigns.
26. The Listing Agent shall be paid sales commission with respect to the sales arising upon the acceptance of any Offer, in accordance with the Exclusive Sale Listing Agreement between Cherry, Armac (BC) and Purdy and Collier's dated June 22, 2012.

Page 5

BUYER
QJB

17/11/22

FOR SALE > DOWNTOWN PORT ALBERNI

Commercial Land & Building

3203-3211 2ND AVENUE, PORT ALBERNI, BC

Colliers
INTERNATIONAL

Opportunity *MLS # 338898*

Colliers International is pleased to offer for sale a 0.28 acre development site along 2nd Avenue in downtown Port Alberni. The property is located on the corner of 3rd Avenue and Athol Street, one block west of 3rd Avenue, Port Alberni's main downtown commercial artery, and two blocks from Port Alberni's waterfront. The Property represents an opportunity to purchase land and building in immediate proximity to the industrial and commercial waterfront operations.

Land and Improvements

The subject property comprises three legal lots that are relatively flat and rectangular in shape. The building onsite is approximately 1,600 SF and consists of two floors, each 40'x20'. The entire property is cleared and fenced.

Total Building Size

±1,600 SF

Total Land Area

±12,375 SF or 0.28 acre

Zoning

CMX2 - Southport Downtown Core District

Permitted Uses include but are not limited to: automotive supply stores, banks & financial institutions, clubs & lodges, convenience stores, department stores, fitness centres, gas stations, hardware stores, hotels/motels, medical clinics, motor vehicle repair shops, parking lots etc.

Legal Description

Lot 13-15, Block 74, District Lot 1, Plan 197, Alberni District (PID: 009-278-923, 009-278-940 & 009-278-966)

Property Assessment (2012)

\$72,300.00

Gross Taxes (2012)

\$1,654.27

Price

~~One Hundred Ninety-eight Thousand Dollars (\$198,000.00)~~

One Hundred and Nine Thousand Dollars (\$109,000.00)

As is, where is

Contact Us

JASON WINTON

+1 250 740 1060 Ext. 2223
jason.winton@colliers.com

BRAD BAILEY

+1 250 740 1060 Ext. 2222
brad.bailey@colliers.com

BRAD ARCHIBALD

+1 250 740 1060 Ext. 2224
brad.archibald@colliers.com

Colliers International

335 Wesley Street, Suite 105
Nanaimo, BC V9R 2T5

MAIN: +1 250 740 1060

FAX: +1 250 740 1067

www.collierscanada.com/nanaimo

Exhibit A

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APPENDIX F



EXHIBIT C

13/22

TITLE SEARCH PRINT

2013-03-26, 13:55:44

Requestor: PA51135

Folio/File Reference:

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

EM10067

From Title Number

EM5634

Declared Value

20000

Application Received

1998-02-02

Application Registered

1998-02-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 40671
1250 WEST HASTINGS STREET
VANCOUVER, BC
V6E 2M4**Taxation Authority**

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

009-278-923

Legal Description:

LOT 13, BLOCK 74, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197

Legal NotationsTHIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE EJ13903**Charges, Liens and Interests**

Nature:

UNDERSURFACE RIGHTS

Registration Number:

393172G

Registered Owner:

ALBERNI LAND COMPANY LIMITED, AND
ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

AFB 36.381.19590F
DD 18683 DD 12230F
DD 11395I

Nature:

RESTRICTIVE COVENANT

Registration Number:

EK64439

Registration Date and Time:

1996-06-13 09:37

Registered Owner:

CITY OF PORT ALBERNI

Remarks:

INTER ALIA
PURSUANT TO SECTION 215 LAND TITLE OFFICE.

14/22

TITLE SEARCH PRINT

2013-03-26, 13:57:58

Requestor: PA51135
Folio/File Reference:

Nature: JUDGMENT
Registration Number: EV94884
Registration Date and Time: 2003-08-20 11:47
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWED BY EX99057

Nature: JUDGMENT
Registration Number: EX99057
Registration Date and Time: 2005-08-09 12:23
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWAL OF EV94884
RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: FA113294
Registration Date and Time: 2006-09-19 09:57
Registered Owner: KIM GALAVAN
Remarks: INTER ALIA
RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
(RURAL AREA) ACT

Nature: JUDGMENT
Registration Number: FB74761
Registration Date and Time: 2007-07-19 11:47
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWAL OF EX99057
RENEWED BY FB281646

Nature: JUDGMENT
Registration Number: FB281646
Registration Date and Time: 2009-07-10 10:35
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWAL OF FB74761
RENEWED BY FB386647
RENEWED BY FB421840

Nature: JUDGMENT
Registration Number: FB314787
Registration Date and Time: 2009-11-24 10:04
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWED BY FB440888

BUYER


15/22

TITLE SEARCH PRINT

2013-03-26, 13:57:58

Requestor: PA51135
Folio/File Reference:Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:PROPERTY TRANSFER TAX ACT CHARGE
FB334737
2010-03-09 10:05
THE CROWN IN RIGHT OF BRITISH COLUMBIA
INTER ALIA
SECTION 28Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:JUDGMENT
LB381165
2010-04-23 11:27
BYRON LOEWEN
INTER ALIANature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:JUDGMENT
FB421840
2011-07-06 09:58
THE CROWN IN RIGHT OF CANADA
INTER ALIA
RENEWAL OF FB281646
(FB74761, EX99057 AND EV94884)Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:JUDGMENT
FB440888
2011-10-28 11:29
THE CROWN IN RIGHT OF CANADA
INTER ALIA
RENEWAL OF FB314787**Duplicate Indefeasible Title**


NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

Buyen


16/22

TITLE SEARCH PRINT

2013-03 26, 13:56:53

Requestor: PA51135

Folio/File Reference:

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

VICTORIA

Land Title Office

VICTORIA

Title Number

EM10068

From Title Number

EM5635

Declared Value

60000

Application Received

1998-02-02

Application Registered

1998-02-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

ARMAC INVESTMENTS LTD., INC.NO. 40671,
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4,**Taxation Authority**

CITY OF PORT ALBERNI

Description of Land

Parcel Identifier:

009-278-940

Legal Description:

LOT 14, BLOCK 74, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197

Legal NotationsTHIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE EJ13903**Charges, Liens and Interests**

Nature:

UNDERSURFACE RIGHTS

Registration Number:

393172G

Registered Owner:

ALBERNI LAND COMPANY LIMITED, AND
ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

AFB 36.381.19590F
DD 18683 DD 12230F
DD 11395I

Nature:

RESTRICTIVE COVENANT

Registration Number:

EK64439

Registration Date and Time:

1996-06-13 09:37

Registered Owner:

CITY OF PORT ALBERNI

Remarks:

INTER ALIA
PURSUANT TO SECTION 215 LAND TITLE OFFICE.

17/22

TITLE SEARCH PRINT

Requestor: PA51135

2013-03-26, 13:55:44

Folio/File Reference:

Nature:
 Registration Number:
 Registration Date and Time:
 Registered Owner:
 Remarks:

JUDGMENT
 FB314787
 2009-11-24 10:04
 THE CROWN IN RIGHT OF CANADA
 INTER ALIA
 RENEWED BY FB440888

Nature:
 Registration Number:
 Registration Date and Time:
 Registered Owner:
 Remarks:

PROPERTY TRANSFER TAX ACT CHARGE
 FB334737
 2010-03-09 10:05
 THE CROWN IN RIGHT OF BRITISH COLUMBIA
 INTER ALIA
 SECTION 28

Nature:
 Registration Number:
 Registration Date and Time:
 Registered Owner:
 Remarks:

JUDGMENT
 LB381165
 2010-04-23 11:27
 BYRON LOEWEN
 INTER ALIA

Nature:
 Registration Number:
 Registration Date and Time:
 Registered Owner:
 Remarks:

JUDGMENT
 FB421840
 2011-07-06 09:58
 THE CROWN IN RIGHT OF CANADA
 INTER ALIA
 RENEWAL OF FB281646
 (FB74761, EX99057 AND EV94884)

Nature:
 Registration Number:
 Registration Date and Time:
 Registered Owner:
 Remarks:

JUDGMENT
 FB440888
 2011-10-28 11:29
 THE CROWN IN RIGHT OF CANADA
 INTER ALIA
 RENEWAL OF FB314787

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE



1/8/22

TITLE SEARCH PRINT

2013-03-26, 13:57:58

Requestor: PA51135
Folio/File Reference:

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District VICTORIA
Land Title Office VICTORIA
Title Number EM10069
From Title Number EM5636
Declared Value

Application Received 1998-02-02
Application Registered 1998-02-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address: ARMAC INVESTMENTS LTD., INC.NO. 40671,
1250 WEST HASTINGS STREET,
VANCOUVER, BC
V6E 2M4,

Taxation Authority CITY OF PORT ALBERNI

Description of Land

Parcel Identifier: 009-278-966
Legal Description:
LOT 15, BLOCK 74, DISTRICT LOT 1, ALBERNI DISTRICT, PLAN 197

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE MUNICIPAL
ACT, SEE E)13903

Charges, Liens and Interests

Nature: UNDERSURFACE RIGHTS
Registration Number: 393172G
Registered Owner: ALBERNI LAND COMPANY LIMITED, AND
ESQUIMALT AND NANAIMO RAILWAY COMPANY
Remarks: AFB 36.381.19590F
DD 18683 DD 12230F
DD 11395I

Nature: RESTRICTIVE COVENANT
Registration Number: EK64439
Registration Date and Time: 1996-06-13 09:37
Registered Owner: CITY OF PORT ALBERNI
Remarks: INTER ALIA
PURSUANT TO SECTION 215 LAND TITLE OFFICE.

DJB
Buyer

19/22

TITLE SEARCH PRINT

Requestor: PA51135

2013-03-26, 13:55:44

Folio/File Reference:

Nature: MORTGAGE
Registration Number: ET96391
Registration Date and Time: 2002-08-22 09:26
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA


Nature: JUDGMENT
Registration Number: EV94884
Registration Date and Time: 2003-08-20 11:47
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWED BY EX99057

Nature: JUDGMENT
Registration Number: EX99057
Registration Date and Time: 2005-08-09 12:23
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWAL OF EV94884
RENEWED BY FB74761

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: FA113294
Registration Date and Time: 2006-09-19 09:57
Registered Owner: KIM GALAVAN
Remarks: INTER ALIA
RE-INSTATED PURSUANT TO SECTION 40(3), TAXATION
(RURAL AREA) ACT

Nature: JUDGMENT
Registration Number: FB74761
Registration Date and Time: 2007-07-19 11:47
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWAL OF EX99057
RENEWED BY FB281646

Nature: JUDGMENT
Registration Number: FB281646
Registration Date and Time: 2009-07-10 10:35
Registered Owner: THE CROWN IN RIGHT OF CANADA
Remarks: INTER ALIA
RENEWAL OF FB74761
RENEWED BY FB386647
RENEWED BY FB421840


BUYER

DATA 604-314-1154
723

22/22

Bylaw 4395

6.24 CMX2 - SOUTHPORT DOWNTOWN CORE DISTRICT

6.24.1 General Purpose

To establish and maintain a vibrant and healthy mixed use area in the Southport downtown core with the primary focus of the area as the community centre containing office, retail, government, cultural, and institutional services, as well as a location in which to live.

6.24.2 Permitted Uses

Accessory Buildings and Uses
Animal Grooming Facilities
Antique Stores
Art Galleries
Automotive Supply Stores
Bakeries
Banks and other Financial Institutions
Business Management Services
Clubs and Lodges
Computer and Electronic Stores including repairs
Convenience Stores
Daycare Facilities
Dentists Offices
Department Stores
Drugstores
Dry Cleaners, Laundries and Pressers
Engineers, Architects or Planners Offices

Facilities for Charitable, Philanthropic, Fraternal or Religious Organizations

Financial Services Offices
Fitness Centres
Food Stores
Gasoline Service Stations
General Service Offices
Hostels
Hotels and Motor Hotels
Household Appliance and Furniture Stores
Insurance Offices
Lawyers and Notaries Offices

QJB
BUYER

21/22

Bylaw 4395

6.24.3 Bulk and Site Regulations

| | | |
|--|--------------------|-------------------------|
| Minimum Lot Area | 545 m ² | (5867 ft ²) |
| Minimum Frontage | 15 m | (49.2 ft) |
| Maximum Coverage | 90% | |
| Minimum Setbacks: | | |
| Front Yard | 0 m | |
| Rear Yard | 3 m | (9.8 ft) |
| Side Yard | 0 m | |
| Maximum Building Height | | |
| Hotels | 24.5 m | (80 ft) |
| Other Uses | 14 m | (45.9 ft) |
| Maximum Floor Area Ratio | 3.0 | |
| Maximum Number of Principal Building Storeys | | |
| Hotels | 8 | |
| Other Uses | 4 | |

6.24.4 Conditions of Use

Notwithstanding the provisions of 6.24.3,

(i) General Provisions

- (a) All business activity shall be conducted within a completely enclosed building, except for patios associated with restaurants and the like, display facilities, activities normally done at a gasoline pump and parking and loading facilities.
- (b) Residential uses shall be located above the first storey, except as provided in (e).
- (c) A shared public access to any residential dwelling units shall be provided separate from any other use from ground floor entrance.

22/22

- (d) Where a minimum of ten percent (10%) of the dwelling units are designated as affordable, as specified in a Housing Agreement and where the owners enter into a Housing Agreement with the City, and where this Agreement is filed with the Land Title Office, the maximum permitted height may be 18 m (60 ft) and 6 storeys and the maximum floor area ratio may be increased by 0.25;
- (e) Where any density bonusing is provided, a common meeting room or amenity room for residents of the building shall be provided with a minimum floor area of 22 m² (235 ft²); and
- (f) Notwithstanding (b), (c), and (d), the total increase to the maximum permitted floor area ratio deriving from density bonusing shall not exceed 1.0, and the maximum permitted height deriving from density bonusing shall be 18 m (60 ft) and 6 storeys.

APPENDIX G

TELEPHONE (403) 208-0159
FAX (403) 228-3854

SUITE 507, 8820 - 1A STREET SW
CALGARY, ALBERTA T2H 0G3

McCallum and Company

Chartered Accountants

March 22, 2013

Attention: Orest Konowalchuk

Alvarez & Marsal Canada ULC
Box Valley Square I
#570, 202 - 5th Avenue SW
Calgary, Alberta
T2P 2R9

Dear Sir:

RE: Jack Purdy and related corporations per list attached.

Further to our meeting of Wednesday, March 20, 2013, with respect to Jack Purdy and his corporations, we are pleased to provide a quote and the structure of the work to be undertaken.

Corporate Tax Returns


Attached is the list of corporate tax returns that require to be filed. This list was provided by your office. It was advised by your office that financial statements have been prepared "in-house" for these corporations, unless dormant. Reliance will be placed on these financial statements and our work on them will be limited to ensuring that our office is not associated with obvious discrepancies. However, it has been advised by you that property title searches have been completed for each property by Corporation and this is confirmed as useful data to cover this aspect as well as advising of any secured debt.

Personal Tax

We will review prior year individual tax returns of Mr. Jack Purdy, at least with respect to extracting details from the CRA web-site. It is assumed that Mr. Purdy will provide the appropriate authorization. Any outstanding tax returns will be completed. This is based on your advisement that 2010 and 2011 were not filed.

Issues

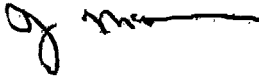
A letter will be subsequently provided with respect to the issues "going forward" including determining consistencies and inconsistencies with respect to the Corporate tax returns to be filed and the personal tax returns filed and to be filed.



Since we are accepting this engagement as accountants, not as auditors, we request that you do not record this as an auditing engagement in the minutes of your shareholders' meetings. Our services will not result in the expression of an audit opinion or any other form of assurance on the financial statements nor the fulfilling of any statutory or other audit requirement. You may wish to obtain legal advice concerning statutory (or contractual) audit requirements.

As requested, our quote, subject to any substantial matters that may arise in the course of the engagement is anticipated to be in the range of \$12,500 - \$17,500.

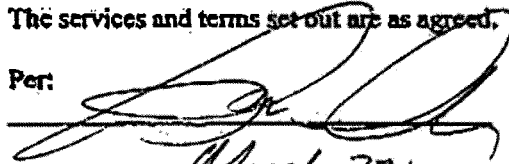
Yours truly,



JIM McCALLUM, CA

The services and terms set out are as agreed.

Per:


DATE March 27 / 2013

JM/ym

Encls.

Purdy Group of Company
Checklist of Financial Statements, Tax Returns
January 29, 2013

| | <u>Year End Date</u> | <u>Business Number</u> | <u>Tax returns to be prepared and filed</u> | |
|--|----------------------|------------------------|---|----|
| Fishpath Resort Corp | May 31 | 138272935 RC0001 | 2010 and 2011 | 2 |
| Armac Investments Ltd. (BC) | January 31 | 136629573 RC0001 | 2010 to 2012 | 3 |
| Lake Eden Projects Inc. | July 31 | 867560815 RC0001 | Completed | 0 |
| 1204583 AB Ltd (wildrose) | August 31 | 814631545 RC0001 | 2008 to 2011 | 4 |
| 1317517 AB Inc | December 31 | 856933619 RC0001 | 2007 to 2011 | 5 |
| Westridge Park Lodge Development Corp. | August 31 | 854111077 RC0001 | 2009 to 2011 | 3 |
| Westridge Park Lodge & Golf Resort | August 31 | 872935002 RC0001 | 2007 to 2011 | 5 |
| Half Moon Lake Resort | December 31 | 102248630 RC0001 | 2009 to 2011 | 3 |
| Armac Investments Ltd. (AB) | December 31 | 861974905 RC0001 | 2009 to 2011 | 3 |
| Jubilee Mountain | December 31 | 850231158 RC0001 | 2007 to 2011 | 5 |
| Giant Mountain | December 31 | 860680016 RC0001 | 2007 to 2011 | 3 |
| Cherry Blossom | December 31 | 139995542 RC0001 | Completed | 0 |
| No. 50 Corporate Ventures Inc. | July 31 | 875104267 RC0001 | 2006 to 2011 | 6 |
| Ostrom Estates Ltd. | December 31 | 104023304 RC0001 | 2007 to 2011 | 5 |
| Hawkeye Marine Group | August 15 | 130864945 RC0001 | Completed | |
| | | | | 47 |