

COURT FILE NUMBER

1103-18646

COURT

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,  
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 "Applicant's")

DOCUMENT

**FOURTH REPORT OF THE MONITOR**

**JUNE 25, 2012**

ADDRESS FOR SERVICE AND  
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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 Fourth report of the Monitor (the "Fourth Report") is to provide the Court with an update in respect of the following:
  - a) operational and restructuring activities since the Third report of the Monitor (the "Third Report");
  - b) the Applicants' arrangements to enter into listing agreements with a real estate agent for certain of its non-core properties;
  - c) status of the action commenced against the Purdy Group regarding the Lake Eden Funds since the date of the Second Report;
  - d) the actual to forecast cash flow results for the period from April 21, 2012 to June 15, 2012 (the "Reporting Period");
  - e) the revised cash flow projections (the "Updated Forecast") from June 16, 2012 through September 28, 2012 (the "Forecast Period");
  - f) the Applicants need and likely future request for approval of debtor-in-possession financing ("DIP Financing");
  - g) the claims process since the Third Report;
  - h) the Purdy Group's request for an extension to the Stay Period until, and including September 28, 2012; and

- i) the Monitor's recommendations.
- 4. Capitalized terms not defined in this Fourth Report are as defined in the Initial Order, the First Report, the Second Report, the Third Report and the Claims Procedure 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.
- 6. All references to dollars are in Canadian currency unless otherwise noted.

#### **TERMS OF REFERENCE**

- 7. In preparing this Fourth 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 is also the Proposal Trustee. The meeting of creditors to consider the proposal was held on June 22, 2012 and the meeting was adjourned until 10 days after the date of any further extension granted under the CCAA proceedings.
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 November 25, 2011 affidavit of Jack Purdy (the “November 25<sup>th</sup> Purdy Affidavit”) and in the First Report, Second Report and Third Report of the Monitor. These documents, together with other information regarding this CCAA proceeding, have been posted by the Monitor on its website at: [www.alvarezandmarsal.com/purdy](http://www.alvarezandmarsal.com/purdy) .

## **OPERATIONAL UPDATE**

### ***Consultant***

11. As discussed in the Third Report, the Applicants engaged an independent 3<sup>rd</sup> party consultant, Sam Sidhom of Panttera AB Holdings Inc., (the “Consultant”) to provide an independent “initial” assessment of the Hawkeye Group of Properties, the Half Moon Lake property and the Westridge property (the “Phase I Report”).
12. The Consultant’s preliminary engagement was to review the Hawkeye properties and advise on any strategic initiatives that might be undertaken to generate cash flow and enhance the value and or saleability of the properties.
13. The Phase I Report was presented recently to the Purdy Companies and the Monitor and it was recommended that the hospitality business of the Bamfield Trails Motel and related lodges should be continued and for certain improvements to be made. The estimated cost of these improvements is estimated to be in the

range of \$400,000 to \$500,000. The Applicants will require financing to undertake these improvements.

14. In addition, the Phase I Report recommended that the fuel business at the King Fisher Lodge and Ostroms Lodge be restarted, as it could generate cash flow almost immediately. The initial capital costs are estimated to be in the range of \$100,000, with a further \$75,000 to \$100,000 required for working capital. The Applicants will require financing to undertake these activities.
15. The Phase I Report also suggests that the Hawkeye Group of Properties has excellent potential and in order for these resort properties to achieve their maximum potential, the Consultant recommended that the Purdy Group hire an experienced resort management company to deal with the day-to-day management of operations in Bamfield in order to allow Purdy to concentrate his efforts in Half Moon. The Purdy Group is currently in discussions with the Consultant's resort management company to become its sole management company in short order, subject to the consent of the Monitor and this Honourable Court.
16. Now that the initial Phase 1 Report is complete, the Purdy Group has requested Panterra AB Holdings Inc. to complete a more fulsome report (the "Phase 2 Report"), which will present the Purdy Companies with a more comprehensive analysis of the remaining Hawkeye properties and recommendations thereon. The Phase 2 Report will be used and will be instrumental in completing a formal business plan for the Purdy Group in the context of preparing and presenting a plan of arrangement (the "Plan") for the Purdy Companies creditors and stakeholders. It is expected that the Phase 2 Report will be completed in approximately 60 days (end of August 2012).

***Fishpath Resorts Corporation (“Fishpath Resort”)***

**Bamfield Trails Motel**

17. Bamfield Trails Motel is now currently operating and accepting reservations from its customers to stay at this resort. Reservations and occupancy are expected to increase in the July and August months such that it will generate positive cash flow, as these are the busiest months for the resort (as is currently reflected in the Updated Forecast below). In addition, the Monitor has been advised that the motel’s pub and restaurant is open for business 3 days a week. Longer hours will occur as business dictates.
18. Bamfield Trails Motel did not achieve the net operating results in the Reporting Period as expected, largely due to withdrawal of funding provided by the Federal Government to fund a local science centre that was to provide housing accommodations to approximately 70 students for a 3-month period in summer 2012 at its other four lodging facilities this year. The Purdy Group is optimistic that it will achieve positive net cash flow results from its Bamfield resort properties. The majority of the preservation costs to repair the roof at the Bamfield Trails Motel have been spent in the Reporting Period and any remaining costs have been budgeted for in the Updated Forecast.

***Armac Investment Ltd. (BC)***

**Hawkeye & King Fisher Lodge & Marina**

19. The Monitor has been advised that the Hawkeye House, King Fisher Lodge & Marina have been repaired and are currently accepting and booking reservations for customers at these lodges. This has been included in the Updated Forecast.
20. In addition to the preservation costs already spent relating to the above properties, including the Bay Lodge and the 18-camper/RV site that is located just outside of the Hawkeye House, the Purdy Group also set up the locations with electricity so that it is available for renters.

### Port Alberni Properties

21. The Port Alberni Properties that consist of 5698 River Road, 7398 Rincon Road and 8335 Meshers Road are currently vacant and will be part of the Phase II Report, as discussed above.

### ***Half Moon Lake Resort Ltd. ("Half Moon")***

22. As discussed in the previous reports of the Monitor, Half Moon Lake is a 139 acre resort located in the County of Strathcona and operates 216 serviced customer RV sites, a general store and other recreational facilities for the enjoyment of its clients.
23. The resort was closed in 2010 due to Orders as discussed below. The Applicants have been working diligently in rectifying the issues and have now completed site preparation and repairs and maintenance sufficient to obtain a Consent Order (as attached as Appendix A to this report) from Alberta Health to open the resort. The Consent Order was granted on June 15, 2012 and since that time Half Moon has been fully operational.
24. The applicable estimated receipts and disbursements are set out in the Updated Forecast attached as Appendix D, as discussed further below. The resort is projecting to operate on a cash positive basis through the Reporting Period.

### ***Financial Statements***

25. The Purdy Group has recently completed in draft, two outstanding financial statements that were listed in the Third Report, namely:
  - a) Lake Eden Project Inc.; and
  - b) Cherry Blossom Park Development Corp.
26. The Monitor is currently reviewing these financial statements as the Monitor has questions and comments on their contents.



27. The Monitor has also been advised that the Purdy Group continues to work on completing a set of financial statements for the following Applicants’:
- a) Westridge Park Lodge Development Corp. (AB) (“WPLDC”);
  - b) Westridge Park Lodge and Golf Resort Ltd. (AB) (“WPLGR”);
  - c) Jubilee Mountain Holdings Ltd. (BC) (“Jubilee”); and
  - d) Giant Mountain Properties Ltd. (BC) (“Giant”);
28. The Purdy Companies continue to experience difficulty in obtaining and locating all of the financial records to complete the above missing financial statements. The contract accountant of the Purdy Companies has indicated that he needs additional time to complete the financial statements for WPLDC (a shell company that owns the shares of WPLGR), WPLGR (shell company), Jubilee and Giant (that each own one property and are non-operating entities).

### ***Insurance***

29. The Purdy Group advised the Monitor that it renewed its corporate liability insurance on Half Moon on May 15, 2012 and that it extends out to May 14, 2013. The Monitor further understands that the Purdy Group also has arranged for corporate liability insurance for Bamfield Trails Motel (226 Frigate Road).
30. The Monitor has been advised that the Purdy Group will continue to review the need/requirement of additional liability insurance to cover its other entire rental or operating properties if it decides to operate these properties in the near future.
31. As previously mention in the Third Report, the Purdy Group does not carry property insurance. We have discussed this with the Purdy Group and it does not feel the cost of the insurance is warranted in light of the coverage that could be obtained.

### ***Employees / Contractors***

32. The Purdy Group has been able to retain its core, but limited, contractors and has arranged for the continuation of services from its suppliers, allowing the Purdy Group to continue to operate in the normal course.

### **RESTRUCTURING UPDATE**

33. The Monitor has had numerous discussions with Jack Purdy regarding restructuring options available and the progress being made towards putting forth a viable Plan to creditors.
34. The Second Report, discussed that the Applicants, with the assistance of the Monitor segmented the properties into four groups based on the nature and preliminary intentions for each:
- a) Half Moon Lake Resort
  - b) Hawkeye Group of Properties
  - c) Non Core Properties; and
  - d) Alberta Properties in Foreclosure
35. The properties contained in each of the above groups are unchanged since the Second Report.
36. As discussed in previous reports, in order to put forward a Plan to creditors, the Applicants are making operational changes to enhance the value of their property and intend to restructure its balance sheet to reduce their secured debt. It is expected that the Purdy Group will have a clearer direction as to its restructuring and the Plan that will be presented to creditors and stakeholders once the Phase 2 Report will be completed in a couple of months.
37. The status of each of the property groups as set out in the report below.

### ***Half Moon Lake***

38. As discussed in the previous reports of the Monitor, Half Moon was closed at the beginning of the 2010 operating season due to Orders issued by Alberta Health and Alberta Environment. The Applicants have been working diligently in their efforts to open the resort this season. As advised in the Third Report, the Applicants received the necessary licenses and approvals from Alberta Environment and their Orders were closed in April. Certain enhancements were still however required to satisfy Alberta health. The Applicants completed these to the satisfaction of Alberta Health and on June 15, 2012 a Consent Order was granted allowing the resort to open.
39. One of the items Half Moon required was a fully operational wastewater system. Construction of this system is substantially complete and construction continues. Until that is complete Alberta Health will not fully discharge its Executive Order, but have agreed the resort can operate on a pump out system.
40. The value of Half Moon Lake will likely be substantially enhanced with the resort operational. This will also allow the Applicants to generate needed cash flow from the operation of the resort to help fund ongoing restructuring activities. The resort opening, will also allow the sale of the remaining 172 recreational vehicle rental/lease lots.
41. The Applicants' plan has been to commence marketing and selling the lots once the resort was operational and the term of the rental/lease agreement resolved as discussed below. The majority of the proceeds from the sale of lots would be utilized to fund a plan to creditors.
42. The rental/lease agreements that are currently available for sale have an initial term of 35 years and the remaining term is now less than 30 years. The Applicants believe, and the Monitor concurs, that the value of rental/lease agreements would be increased if the term could be extended beyond the initial term. The lease terms have been subject to an ongoing dispute with the County of

Strathcona. The Applicants' are applying to the Court to clarify that the rental/lease agreements can be extended for successive terms. The County of Strathcona is objecting to extending the term. The Applicants counsel is dealing with that matter and a court application is scheduled for June 29, 2012 to hopefully finally determine whether the rental/lease agreements can be extended or if the resort is entitled to the benefit a bare land strata title of the RV sites.

***The Hawkeye Group of Properties***

43. As previously discussed, certain of the Hawkeye Group of properties are now operational. In aggregate, the Hawkeye Properties consist of three properties in Port Alberni, B.C. and 16 properties in Bamfield, B.C. The Applicants continue to be of the view that the most value can be achieved from these properties if they are marketed on an en bloc basis and as discussed above, have engaged a Consultant to assist in developing a business plan for these properties.
44. The Purdy Group has done a considerable amount of work in preserving and protecting its most valuable properties and with the right resort management company in place, the Purdy Group believes that greater realizations can be achieved on these properties now that the majority of the preservation work has been completed and the resort properties are open for business and accepting customers.
45. As discussed further below, the Purdy Group has received interest from two potential lenders in providing possible DIP Financing (defined below) and/or possible financing that may be used as part of the Purdy Group's restructuring initiatives.
46. DIP Financing is necessary for the Purdy Group to redeem 15 of the 19 properties of the Hawkeye Group currently registered in the name of the B.C. Crown as a result of outstanding property tax arrears. The Applicants still have the ability to regain title by paying the property tax arrears which aggregate approximately \$445,000 plus approximately \$150,000 for 2012 taxes. As mentioned in prior

reports, substantially all of the Hawkeye Group properties have CRA mortgages and/or judgments against them. Many of the properties have other third party judgments registered against them. The Monitor has been able review many of the submitted proof of claims (as discussed further below).

47. The Monitor expects that a strategy for the Hawkeye Group of properties will be agreed to between management and the Monitor after the completion of the Phase 2 Report.

### ***Non-Core Properties***

48. As discussed in the Third Report, the Purdy Group received approval from this Honourable Court to enter into various listing agreements for its Non-Core Properties, subject to the Monitor's consent.
49. The selection of a listing agent (the "Listing Agent") was based on, but not limited to, the Listing Agent's:
  - a) industry experience;
  - b) credentials in selling real estate with a high degree of complexity and expertise in the resort property industry;
  - c) reputation within the local commercial and resort real estate industry;
  - d) pre-marketing preparation and general understanding of the Purdy Group properties;
  - e) marketing approach in selling the various properties;
  - f) proposed time line;
  - g) associated fees charged to complete the sales process; and
  - h) previous experience of selling assets owned by companies in insolvency proceedings.

50. On June 22, 2012, Cherry, Armac Investments Ltd. (BC) and Purdy (the “Vendor”) entered into an agreement (the “Exclusive Sale Listing Agreement”) with Colliers MacAulay Nicolls Inc. (“Colliers” or the “Listing Agent”) to act as its sole agent to sell the following non-core properties (“Non-Core For Sale Properties”) at listing price of:
- a) 5611 Culverton Road, Cowichan Valley, BC - \$1,100,000;
  - b) 3426 River Road, Chemainus, BC - \$975,000;
  - c) 8335 Meshers Road, Port Alberni, BC - \$460,000;
  - d) 3620-3<sup>rd</sup> Avenue, Port Alberni, BC - \$460,000;
  - e) 3203-2<sup>nd</sup> Avenue, Port Alberni, BC - \$99,000; and
  - f) 3211-2<sup>nd</sup> Avenue, Port Alberni, BC - \$99,000
51. The detailed terms of the Exclusive Sale Listing Agreement between Collier’s and the Vendor, proposed marketing strategy, timeline and the individual MLS listing agreements are summarized below and are listed in Appendix B to this report:
- a) Exclusive Listing Agreement commenced on June 22, 2012 and shall expire on November 10, 2012 (the “Term”);
  - b) In the event that the Non-Core For Sale Properties are conditionally sold on or before November 10, 2012 or the closing date for a sale of any of the Non-Core For Sale Properties extends beyond this date, the Term will be automatically extended on this particular property to include the conditional closing dates of the sales and the Term may also be extended for an additional 90-day period for any unsold Non-Core For Sale Properties as of November 10, 2012 with the approval of the Vendor;

- c) in connection with the sale process, the Agent will, without limitation:
  - i. consult with the Purdy Group's representatives on a periodic basis as required by the Vendor;
  - ii. provide current market data to the Vendor and erect signs where appropriate with the Vendor's approval;
  - iii. plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis;
  - iv. cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing; and
  - v. travel to head offices of potential purchasers as required to secure the sale commitment and negotiate the offer to purchase as required by the Vendor;
- d) the Vendor shall pay the Agent a commission of 5% of any property with a purchase price over \$200,000, 7% of any property with a purchase price under \$200,001 paid to the purchase the property and an additional 1% if the Non-Core For Sale Property is co-listed with another Realtor (the "Commission");
- e) if a transaction for which the Agent would have been entitled to a commission fails to close and the purchaser forfeits or otherwise pays all or any of the deposit to the Vendor without protest and the Vendor decides to keep the deposit, then the Vendor shall pay to the Agent the lesser of ½ of the amount by which such deposit exceeds the Vendor's legal costs in respect of the failed transaction or the

commission which the Agent would have earned in respect of such sale if it had closed;

- f) notwithstanding any other terms listed in the Exclusive Sale Listing Agreement, any sale will be subject to and conditional upon the approval of the Court of Queen's Bench of Alberta and the Monitor of the Vendor and no commissions shall be payable with respect to any sale absent the satisfaction of those conditions.

- 52. The remaining Non-Core Properties listed in the Third Report as properties to be sold are currently being reviewed by the Purdy Group and the Monitor as to the appropriate time to list these properties with the Agent.
- 53. Titles to the Non-Core Properties are subject to a number of caveats and encumbrances. The Monitor, in conjunction with the claims process, commenced at the last extension application has been assessing the validity and priority of the encumbrances. With the claims bar date of April 2, 2012 being past, that assessment will be completed shortly and an application may be made to discharge all caveats or encumbrances that are not considered valid.

#### ***Alberta Properties in Foreclosure***

- 54. With the exception of the Sherwood Park property, the foreclosure processes have all been stayed by the CCAA proceedings
- 55. With the consent of the Applicants and the concurrence of the Monitor, Royal Bank of Canada ("RBC") continued with its foreclosure over the Sherwood Park property. On April 10, 2012 an Order was granted in the foreclosure proceedings approving a sale at \$455,000. The sale closed on May 15, 2012. Counsel for RBC has now completed its accounting and paid into Court the approximate sum of \$194,000. An Order was previously issued in the CCAA proceedings directing the funds be paid to the Monitor and be available for the Applicants restructuring



activities. The funds are expected to be received by the Monitor in the first week of July, 2012.

56. The property at 15625 Stony Plain Road is listed for sale with Trikon Properties. However, as previously discussed, this property is the subject of an ownership dispute that is impeding the sale of the property. The Monitor is assessing this dispute in connection with the proof of claim review process.
57. The Westridge property will be listed for sale shortly.

## **LAKE EDEN FUNDS HELD IN TRUST**

### ***Campenhout Application***

58. Pursuant to a Consent Order dated December 13, 2011, the Monitor continues to hold \$100,000 in trust pending further Order of the Court. There have been no further steps taken by the parties to the Consent Order.

## **ACTUAL TO FORECAST RESULTS – APRIL 21, 2012 TO JUNE 15, 2012**

### ***Overview***

59. The actual to forecast cash flow presented at Appendix C 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 Second Report (the “Second Report Forecast”). The table below provides a summary of the actual to forecast cash flow:

<b>The Purdy Group</b> <b>Actual to Forecast Cash Flow Results</b> <b>for the period of April 21, 2012 to June 15, 2012</b>			
	<b>ACTUAL</b>	<b>FORECAST</b>	<b>VARIANCE</b>
	<b>Week 22 to Week 30</b>	<b>Week 22 to Week 30</b>	<b>Week 22 to Week 30</b>
	<b>Apr.21/12 - Jun.15/12</b>	<b>Apr.21/12 - Jun.15/12</b>	<b>Jan.28/12 - Apr.20/12</b>
<b>Receipts</b>	69,625	380,705	(311,080)
<b>Operating disbursements</b>	198,490	349,680	151,190
<b>Restructuring costs</b>	143,176	220,000	76,824
<b>Net change in cash flow</b>	(272,041)	(188,975)	(83,066)
<b>Opening cash</b>	353,320	353,320	-
<b>Net change in cash flow</b>	(272,041)	(188,975)	(83,066)
<b>Ending cash</b>	81,279	164,345	(83,066)

60. Receipts for the Reporting Period totalled \$69,625, representing a negative variance of \$311,808 from the receipts set out in the Third Report Forecast. This negative variance was primarily due to:
- negative timing variance of \$170,000 due to the timing of collection of proceeds from the sale of the Sherwood Park, as discussed above, that is scheduled to be collected in the Updated Forecast;
  - negative permanent of \$78,317 in Fishpath Resort due mainly to the loss of the previously forecast contract with a local science centre that was suppose to bring in approximately 70 students over a 3-month period;

- c) negative timing variance of \$72,763 in Half Moon relating relating to the day in opening its operations to the public from May 19, 2012 to June 15, 2012, as discussed above;
  - d) positive variance of \$10,000 from Purdy for the reimbursement of rental fees collected by Purdy personal for the Purdy Companies;
61. Operating disbursements for the Reporting Period totalled \$198,490 representing a positive variance of \$151,190. This variance was primarily due to the timing of:
- a) a negative variance of \$12,141 relating to higher than expected operating and general and administrative costs;
  - b) a positive timing variance of \$53,151 relating to lower than expected operating costs that are now incorporated and reflected in the Update Forecast;
  - c) a positive variance of \$8,350 due to the timing of management fees payable to Purdy;
  - d) a positive variance of \$11,472 due to lower than expected Consultant fees that are now reflected and revised in the Updated Forecast;
  - e) a positive variance of \$60,000 relating to the timing of the property tax arrears payments on the Non-Core Properties, but is now being anticipated to be paid in the Updated Forecast as the Non-Core Properties have now been listed with Collier's;
  - f) a positive variance of \$10,000 in lower than expected contingency payments made in the Reporting Period; and
  - g) a positive timing variance of \$20,358 relating to the timing of certain preservation costs expected to further occur at Half Moon Lake and Fishpath in the Reporting Period and have now been included in the Updated Forecast;

62. Restructuring fees of \$143,176 were paid for professional services rendered during the CCAA proceeding and the positive variance of approximately \$76,824 is considered a timing difference and has been included in the Updated Forecast.
63. The ending total cash balance as at June 15, 2012 was \$81,279 compared to the forecast cash balance amount of \$164,345, for the reasons discussed above.

**UPDATED CASH FLOW FORECAST THROUGH SEPTEMBER 28, 2012**

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

<b>Purdy Group Updated Forecast</b>	<b>Jun 15/12 to Sept 28/12</b>
<b>RECEIPTS</b>	
Fishpath trade sales and rental receipts	328,000
Half Moon Lake Resort receipts	296,300
Proceeds from sale of Sherwood Property	194,328
<b>Total receipts</b>	<b>818,628</b>
<b>DISBURSEMENTS</b>	
Fishpath operating disbursements	216,600
Half Moon Lake Resort disbursements	187,100
Management fees, wages and salaries	37,400
Property tax arrears	95,000
Contingency	15,000
Preservation, repair and marketing costs	115,000
<b>Total operating disbursements</b>	<b>666,100</b>
<b>Restructuring retainer fees</b>	<b>200,000</b>
<b>Total disbursements</b>	<b>866,100</b>
<b>NET CHANGE IN CASH FLOWS</b>	<b>(47,472)</b>
<b>OPENING CASH</b>	<b>81,279</b>
<b>NET CHANGE IN CASH FLOWS</b>	<b>(47,472)</b>
<b>ENDING CASH</b>	<b>33,807</b>

66. As summarized above, the Purdy Group is projecting total cash receipts of approximately \$818,600, cash disbursements for operations of approximately \$666,000 and restructuring fees and retainer payments of approximately \$200,000, resulting in a net decrease in cash of approximately \$47,400 during the Forecast Period.
67. The Monitor has reviewed the assumptions supporting the Updated Forecast with the Purdy Group management and believes the assumptions to be reasonable; however, it is difficult to assess the operating revenue and expense levels since

Bamfield Trails Motel and Half Moon Lake have been not fully operational for over a year.

68. Significant assumptions made by the Purdy Group management with respect to the Revised Forecast are:

- a) collection of rental, beverage and food receipts from the Bamfield Trail Motel and other Armac Investment Ltd (BC) lodge properties as discussed above of approximately \$328,000;
- b) strata fee collection and rental RV receipts from Half Moon Lake of approximately \$296,300;
- c) proceeds from the sale of the Strathcona Project of approximately \$194,300;
- d) operating costs relating to Half Moon, Fish Path (Bamfield Trails Motel) and the remaining Armac Investment Ltd. (BC) properties of approximately \$403,700;
- e) payment of property tax arrears of the Non-Core Properties various Bamfield properties of approximately \$95,000;
- f) management, wages and salaries and contractor fees of approximately \$37,400;
- g) preservation costs of approximately \$115,000 anticipated to completed the remaining projects at Half Moon Lake property, Bamfield Trails Motel and remaining Armac Investment Ltd. (BC) lodge properties;
- h) contingency costs of approximately \$15,000; and
- i) restructuring costs of \$200,000.

69. Based on the Purdy Group's assumptions, the Revised Forecast indicates that the Purdy Group will continue to have sufficient available cash to meet its current obligations through the Forecast Period; however, DIP financing will be required, subject to approval by this Honourable Court (as discussed further below), to continue with the Purdy Group's plan of completing a comprehensive business plan, payment of the remaining and outstanding property taxes and other operational improvements at the Bamfield and Half Moon properties in order to increase the value of the properties.
70. The Purdy Group believes that there is sufficient value in the Applicants' properties to create a successful Plan that may have all creditors paid out in full. The ability of the Purdy Group to develop a Plan is dependent on there being sufficient cash flow to complete the reorganization.
71. At this stage, the Purdy Group continues to believe that creditors will have a greater recovery through CCAA than in a liquidation scenario.

#### **DEBTOR-IN-POSSESSION ("DIP") FINANCING**

72. The Purdy Group believes that in order to complete and present a viable plan of arrangement to its creditors, it will require additional funds in order to:
- a) engage the services of an external, independent resort property management company ("Management Company") to assist in the development of a comprehensive business plan and manage the day-to-day operations of the Hawkeye Properties;
  - b) pay the outstanding property tax arrears on all Hawkeye properties to prevent the properties from irrevocably reverting to the B.C. Crown; and
  - c) complete the operational improvements to certain of the Hawkeye Properties to further improve and preserve the properties and to properly equip the facilities for continued operations.

73. Pursuant to the Initial Order, the Purdy Companies may on further application to this Court, obtain and borrow under a credit facility from a lender (the “DIP Lender”) in order to finance the Purdy Companies’ working capital requirements and other general corporate purposes and capital expenditures as may become necessary.
74. The Purdy Companies, with the assistance of the Monitor, sought out and requested DIP financing from lending institutions and have received two term sheets that the Purdy Companies, with the assistance of the Monitor, are currently evaluating.
75. The Monitor understands that the Purdy Group intends to bring a separate application in the coming weeks to seek permission from this Honourable Court for DIP Financing once a suitable DIP Lender is decided upon.

#### **UPDATE ON CLAIMS PROCESS**

76. As discussed in the Third 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).
77. A breakdown of the claims received and the current status of these claims is summarized in the chart below:



<b>Purdy Companies</b> <b>Claims Summary Breakdown</b> <b>June 25, 2012</b>			
		<b>Values</b>	<b>Claims Filed</b>
Proof of Claims Filed		\$ 191,077,978.07	197
Less:			
Duplicative Claims		145,257,297.80	75
Intercompany / Shareholder claims		9,678,772.37	7
Total submitted creditors claims		<u>\$ 36,141,907.90</u>	<u>115</u>
Total Submitted Creditor Claims		\$ 36,141,907.90	
<b><u>Status of Submitted Claims</u></b>			<b><u>% of total claim</u></b>
Accepted	\$ 9,236,451.59		26%
Revised and accepted	110,448.32		0%
Disallowed	18,634,895.94		52%
Claims being disputed by company and expected to be disallowed	1,426,125.00		4%
Claims still under review	<u>6,733,987.05</u>		<u>19%</u>
	\$ 36,141,907.90	\$ 36,141,907.90	100%
		<u>\$ -</u>	

78. The Monitor has received 197 Proofs of Claims (“POC’s”) in respect of the Applicants totalling approximately \$191 million. Some of the POC’s are for significant amounts, that if valid, would greatly increase the claims the Applicants believe existed.
79. As shown in the above chart, of the \$191 million POC originally filed, the Monitor has determined that after taking into consideration duplicative claims and claims filed by the Applicant’s and shareholder claims, the true remaining claims filed in these proceedings total approximately \$36 million.

80. The POC's are currently being reviewed and reconciled by the Monitor and the Applicants. The Monitor will be shortly sending out Notices of Revision disallowing a number of the claims filed. Any such disallowances are subject to the right of the claimant to appeal the disallowance to the Court.
81. The Purdy Group, with the assistance of the Monitor, will continue to review and reconcile each submitted POC and will report further to this Honourable Court, at a later date, on the results of the claims process.

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

82. Pursuant to the Initial Order, the Purdy Group's stay period expires at midnight on June 29, 2012 (the "Stay Period"). The Purdy Group is seeking an extension of the Stay Period until, and including September 28, 2012 (the "Stay Extension").
83. The Stay Extension is necessary for the Purdy Group to complete the Claims Procedure Process, further its restructuring initiatives and develop a Plan of Arrangement.
84. In the Monitor's view, the Purdy Group is acting in good faith and with due diligence during this CCAA proceeding. The Monitor is of the view that the Stay Extension is appropriate in the circumstances.

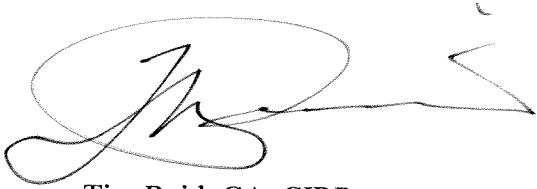
## **RECOMMENDATION**

85. The Monitor recommends that this Honourable Court approve and/or direct:

- a) the Stay Extension;

All of which is respectfully submitted this 25<sup>th</sup> day of June, 2012.

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

A handwritten signature in black ink, appearing to be 'Tim Reid', written in a cursive style.

Tim Reid, CA•CIRP  
Senior Vice-President

A handwritten signature in black ink, appearing to be 'Orest Konowalchuk', written in a cursive style.

Orest Konowalchuk, CA•CIRP  
Senior Manager

# APPENDIX A

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 15<sup>TH</sup>, 2012, IN EDMONTON

NAME OF JUSTICE WHO MADE THIS ORDER

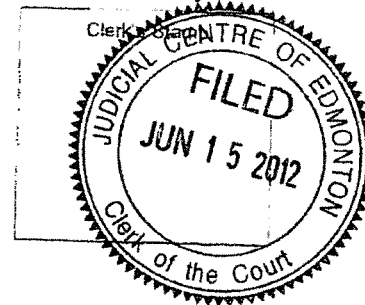
MR. JUSTICE R.P. BELZIL

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.

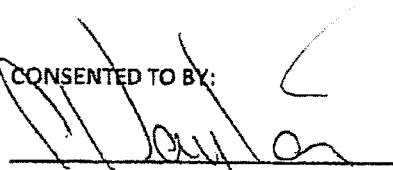
*[Signature]*  
for Clerk of the Court

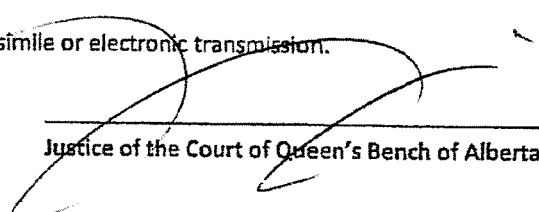
*C11*

✓ CP known as Half Moon Lake Resort CP TOP 1/9

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 B

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

COURT OF QUEEN'S BENCH OF ALBERTA

Judicial Centre: Edmonton

Court File number: 1103-18646

**EXCLUSIVE SALE LISTING AGREEMENT**

**BETWEEN**

**CHERRY BLOSSOM PARK DEVELOPMENT CORP.  
ARMAC INVESTMENTS LTD. (BC)  
JOHN (JACK) KENNETH PURDY**

**(VENDOR)**

**AND**

**COLLIERS MACAULAY NICOLLS INC.**

**(AGENT)**





## EXCLUSIVE SALE LISTING AGREEMENT

THIS AGREEMENT dated the 22 day of June, 2012 (the "Effective Date").

**Between:** CHERRY BLOSSOM PARK DEVELOPMENT CORP. (the "Vendor")  
ARMAC INVESTMENTS LTD. (BC)  
JOHN (JACK) KENNETH PURDY

**And:** COLLIERS MACAULAY NICOLLS INC. (the "Agent")  
Suite 207 -335 Wesley Street  
Nanaimo, BC  
V9R 2T5

In consideration of the services of the Agent, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Vendor and the Agent, the Vendor hereby authorizes the Agent to act as its exclusive Agent for the purposes of selling those lands municipally known as:

- 1) 5611 Culverton Road, Cowichan Valley, B.C.
- 2) 3426 River Road, Chemainus, B.C
- 3) 8335 Meshers Road, Port Alberni, B.C.
- 4) 3620 3<sup>rd</sup> Avenue, Port Alberni, B.C
- 5) 3203 2<sup>nd</sup> Avenue, Port Alberni, B.C.
- 6) 3211 2<sup>nd</sup> Avenue, Port Alberni, B.C.

and legally described as:

- 1) 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) Lot 2, Sections 14 & 15, Range 3, Chemainus District, Plan 31422, except part in Plan VIP69038; P.I.D. 001-160-141
- 3) The South ½ of District Lot 51, Alberni District; P.I.D. 008-428-565
- 4) (a) That part of Lot 1, Alberni District, shown outlined in red on Plan 795R; P.I.D. 000-522-546  
(b) That part of Lot 1, Alberni District, shown outlined in red on Plan 795R; P.I.D. 000-522-538
- 5) Lot 13, Block 74, District Lot 1, Plan 197, Alberni District, P.I.D. 009-278-923
- 6) (a) Lot 14, Block 74, District Lot 1, Plan 197, Alberni District, P.I.D. 009-278-940  
(b) Lot 15, Block 74, District Lot 1, Plan 197, Alberni District, P.I.D. 009-278-966



**(Each referred to herein as the "Property")**

at a purchase price of:

1) 5611 Culverton Road, Cowichan Valley, B.C.	\$1,100,000
2) 3426 River Road, Chemainus, B.C.	\$975,000
3) 8335 Meshers Road, Port Alberni, B.C.	\$460,000
4) 3620 3 <sup>rd</sup> Avenue, Port Alberni, B.C.	\$460,000
5) 3203 2 <sup>nd</sup> Avenue, Port Alberni, B.C.	\$99,000
6) 3211 2 <sup>nd</sup> Avenue, Port Alberni, B.C.	\$99,000

inclusive of commission, payable in full on the closing of the purchase of:

- (a) the Property; or
- (b) any other interest in the Property (including, without restricting the generality of the foregoing, an agreement for sale, option to purchase or lease) (collectively the "Other Interest");

and on the following terms and conditions:

**1. TERM AND EXTENSIONS**

This Agreement shall commence on the Effective Date and shall be irrevocable (except by Court Order) until it expires at one minute before midnight on ~~October 31st, 2012~~ <sup>November 10, 2012</sup> (the "Term"). In the event that any of the properties are conditionally sold on this date or the closing date for a sale of any of the properties extends beyond this date, the Term of the listing will be automatically extended on the Property to include the conditional and Closing dates of the sales. The Term of the Listing will also be extended for an additional 90 day period for any unsold properties as of ~~October 31st, 2012~~ <sup>November 10, 2012</sup> with the approval of the Vendor.

**2. AGENT'S RESPONSIBILITIES**

The Agent shall:

- (a) provide experienced representative(s) who will devote themselves diligently to the sale of the Property. The representative(s) shall be Jason Winton and Richard Schwann.
- (b) consult with the Vendor's representatives on a periodic basis as required by the Vendor;
- (c) provide current market data to the Vendor;
- (d) erect site signs with the Vendor's approval;

- (e) plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis;
- (f) cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing. In the event that a purchase transaction is consummated involving a cooperating realtor, the total commission payable by the Vendor shall be paid by the Vendor to the Agent and the Vendor shall not be obligated to pay such cooperating realtor;
- (g) travel to head offices of potential purchasers as required to secure the sale commitment;
- (h) negotiate the offer to purchase as required by the Vendor, present such offer to purchase to the Vendor along with recommendations for acceptance, rejection or counter-offer and assist with the documentation and execution of the final agreement;
- (i) ensure that all offers are in writing and are submitted promptly to the Vendor through the Agent, including offers received from other real estate companies or cooperating realtors. The Agent acknowledges that it has no authority to accept any offers on behalf of the Vendor.
- (j) endeavour to prolong all offers for an adequate period of time in order to facilitate review by the Vendor;
- (k) provide liaison between the purchaser and the Vendor as required;
- (l) provide personalized attention to the purchaser to create the best possible continuing relationship with the Vendor; and
- (m) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated.

### **3. VENDOR'S RESPONSIBILITIES**

- (a) The Vendor will make such inquiries as the Agent may reasonably direct of any parties holding mortgages, agreements for sale or other charges on the Property, their agents or representatives and civic or municipal officers and employees to obtain particulars relating to the Property;
- (b) The Vendor covenants and agrees with the Agent to refer all enquiries regarding the purchase of the Property to the Agent as soon as practicable;
- (c) The Vendor covenants and agrees with the Agent to bring to the Agent's attention all offers submitted to it before considering acceptance or rejection.
- (d) The Vendor will provide such documents as the Vendor may have available (i.e. plans, surveys, blueprints, environmental reports, structural reports, HVAC service reports, mechanical reports, service contracts and the like) to the Agent as the Agent may reasonably require to effectively market the Property;



- (e) The Vendor will allow the Agent to show prospective purchasers the Property during reasonable hours, and with approval and notice to the tenant;
- (f) The Vendor covenants and agrees to provide a direction to pay for the benefit of the Agent to accommodate the payment of the commission from the purchase price proceeds as defined in Section 4.(a).

#### **4. AGENT'S COMMISSION**

The Vendor shall pay the Agent a commission of five percent (5%) percent of any property with a purchase price over Two Hundred Thousand dollars (\$200,000), seven percent (7%) of any property with a purchase price under Two Hundred Thousand and One dollar (\$200,001) paid to purchase the Property and an additional one percent (1%) if the Property is co-listed with another Realtor; plus applicable taxes (including, but not limited to Harmonized Sales Tax/VAT). The Vendor shall pay the Agent the aforementioned commission in the event of a purchase of any Other Interest, plus applicable taxes (including, but not limited to Harmonized Sales Tax). Provided however that such commission shall be earned and due only if and when:

- (a) either:
  - (i) the Vendor accepts a binding offer to purchase the Property, or any Other Interest during the Term, whether or not the purchaser was introduced to the Vendor or the Property by the Agent, or
  - (ii) within six (6) months after the expiration of the Term, the Vendor accepts an offer to purchase the Property, or any Other Interest from a party who was introduced to the Vendor or the Property by the Agent during the Term in accordance with Section 7 (a).

and the Vendor receives any of the consideration due to it at the closing of the sale of the Property, the shares of the Vendor (if a company) or any Other Interest and that such consideration is not subject to restriction on availability, release or use; or

- (b) the Vendor at any time during the term, or within six (6) months following the Term where the Agent introduced the purchaser to the Vendor or the Vendor should have referred the purchaser to the Agent in accordance with Sections 3(b) or 3(c).

#### **5. AGENT'S COMMISSION IF TRANSACTION DOES NOT CLOSE**

If a transaction for which the Agent would have been entitled to a commission under Section 4 fails to close:

- (a) And the Purchaser forfeits or otherwise pays all or any of the deposit to the Vendor without protest and the Vendor decides to keep the deposit then the Vendor shall pay to the Agent the lesser of :
  - (i) One-Half (1/2) of the amount by which such deposit exceeds the Vendor's legal



- costs in respect of the failed transaction; or,
- ii) the Commission which the Agent would have earned in respect of such sale if it had closed; or

- (b) Owing to the actions or default of the Vendor, then the Vendor shall pay to the Agent the full amount of the Commission which the Agent would have been entitled to under Section 4.

## **6. ENVIRONMENTAL MATTERS**

- (a) The Vendor acknowledges that the Agent has not and will not express any opinion and not provide any advice on any environmental issue arising from or in relation to the Property unless otherwise agreed in writing.
- (b) The Vendor hereby indemnifies and saves harmless the Agent against all damages, losses, costs, charges, claims, actions, liabilities and penalties whatsoever which the Agent may sustain, incur or be liable for or which may be made against the Agent by virtue of its agency to the Vendor and arising from or by reason of the environmental condition of the Property, except where such liability arises from the Agent's own negligence.

## **7. MISCELLANEOUS**

- (a) The Agent will notify the Vendor in writing within ten (10) days after the expiration of the Term of all those potential purchasers who were introduced to the Property by the Agent during the Term and in respect of whom the Agent is entitled to a commission pursuant to Section 4(a)(ii) of this Agreement.
- (b) Any amendments to this Agreement are to be in writing signed by both parties.
- (c) There are no representations, warranties, guarantees, promises or agreements other than made herein.
- (d) Notwithstanding any other terms of this Agreement, any sale will be subject to and conditional upon the approval of the Court of Queen's Bench of Alberta and the Court Appointed monitor of the Vendor and no commissions shall be payable with respect to any sale absent the satisfaction of those conditions.

## **8. DISCLOSURE**

The Vendor acknowledges and agrees that although the Agent has the exclusive listing as described herein, the Agent and its licensees are entitled to represent a purchaser for the Property, or other lands, and to pass information it has received from the Vendor or from any other source that is not confidential or will not compromise the position of the Vendor to such purchaser.

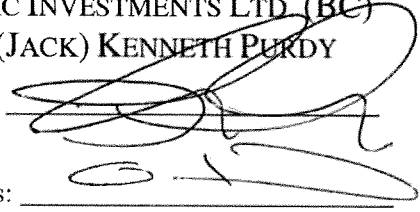


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year on page one.

CHERRY BLOSSOM PARK DEVELOPMENT CORP.

ARMAC INVESTMENTS LTD. (BC)

JOHN (JACK) KENNETH PURDY



Witness: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

COLLIERS MACAULAY NICOLLS INC.

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

(Authorized Signatory)

\_\_\_\_\_

(Name & Title)

BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION

PAGE 1 of \_\_\_\_\_ PAGES

**MULTIPLE LISTING CONTRACT****MULTIPLE LISTING SERVICE®****MLS® OFFICE USE ONLY**

DATE	LISTING MLS® NO
------	-----------------

BETWEEN: Cherry Blossom Park Development Corp.  
OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

5611 Culverton Road

UNIT ADDRESS

DuncanBCV9L 6H4

CITY

PROV

PC

TELEPHONE NUMBER

CELL NUMBER

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐as defined under the *Income Tax Act***1. LISTING AUTHORITY AND TERM:**

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from  
June 25 2012 (Effective Date) until 11:59 pm on October 31 2012 (Expiry Date) unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. **PROPERTY:** 5611 Culverton Road  
UNIT NO. HOUSE NO STREET NAME STREET TYPE STREET DIRECTION  
Duncan V9L 6H4  
CITY/TOWN/MUNICIPALITY POSTAL CODE  
003-851-168  
PID OTHER PID(S)  
LOT 1, SECTION 8, RANGE 6, SAHTLAM DISTRICT, PLAN 12309, EXCEPT THOSE PARTS  
LEGAL DESCRIPTION  
IN PLANS 22890, 23708, 25003 AND 29157

3. **TERMS OF SALE:** \$1,100,000.00  
LISTING PRICE TERMS

**4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

**5. LISTING BROKERAGE'S REMUNERATION:** The Seller agrees:

- A. To pay to the Listing Brokerage a gross commission of 5.0% of the sale price of the Property, plus applicable Harmonized Sales Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:
  - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
  - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
    - (a) within sixty (60) days after the expiration of the term of this Contract; or
    - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
  - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;
- B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and
- C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of 1.0%

of the sale price of the Property, plus applicable Harmonized Sales Tax and other applicable tax in respect of that portion of the commission

  
INITIALS

ADDRESS

- D. The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.
6. **ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:
- Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
  - Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
  - Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.
7. **DESIGNATED AGENCY:**
- Subject to Clause 12A and 7C(ii) the Listing Brokerage designates Jason Winton (the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;
  - Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
  - Subject to Clause 12A the Seller agrees that:
    - subject to (iii) an agency relationship will exist only with the Designated Agent;
    - information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
    - the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
    - for the purposes of Clauses 1B and 4, the term Listing Brokerage shall include the Designated Agent.
8. **THE DESIGNATED AGENT WILL:**
- Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);
  - Provide information about the Property to Cooperating Brokerages;
  - Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
  - At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
  - Fulfill the duties set out in *Real Estate Services Act* Rule 3-3 (1) as modified or made inapplicable by agreement between the Listing Brokerage and the Seller;
  - Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
  - Exercise reasonable care and skill in their performance under this Contract;
9. **THE LISTING BROKERAGE AGREES:**
- That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
  - To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents; and
  - To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.
10. **THE SELLER AGREES:**
- To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
  - To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract;
  - That the Seller has the authority to sell the Property and to enter into this Contract;
  - That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
  - That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
  - That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
  - That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
  - That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
  - That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
  - That the Property is not currently the subject of any other exclusive listing contract.
11. **THE SELLER ACKNOWLEDGES AND AGREES THAT:**
- The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
  - It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list property of, or the Designated Agent to show property of, or to have agency relationships with, other sellers;
  - It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to be engaged by buyers and for the Designated Agent to have agency relationships with buyers;
  - The Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
  - A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.



INITIALS



12. LIMITED DUAL AGENCY:

- A. If the Designated Agent (or where the Designated Agent is comprised of more than one licensee, one of those licensees) is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage:
- (i) will seek the written consent of the Seller and the prospective buyer for the Designated Agent to continue to act as their limited dual agent to facilitate a sale of the Property; or
  - (ii) if the parties do not consent to (i), may designate another licensee of the Listing Brokerage to act as the designated agent for that buyer in which case neither the Designated Agent nor the Listing Brokerage will be required to disclose to the Seller confidential information obtained by the Designated Agent through the Designated Agent's agency relationship with that buyer;
- B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as their limited dual agent, the Designated Agent's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
- (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board 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 the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

14. TERMINATION: The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
- (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
  - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
  - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
  - (ii) cease all marketing activities on behalf of the Seller;
  - (iii) remove all signs from the Property; and
  - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

15. MISCELLANEOUS PROVISIONS:

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED AND DELIVERED THIS 25 OF June, yr. 2012.

SELLER'S SIGNATURE

SELLER'S SIGNATURE

WITNESS TO SELLER(S) SIGNATURE(S)

SEAL

BY SIGNING THIS CONTRACT THE SELLER  
ACKNOWLEDGES HAVING RECEIVED, READ AND  
UNDERSTOOD THE BROCHURE PUBLISHED BY THE  
BRITISH COLUMBIA REAL ESTATE ASSOCIATION  
ENTITLED *WORKING WITH A REALTOR®*.

SEAL

BROKERAGE APPROVAL  
FOR OFFICE USE ONLY

COLLIERS INTERNATIONAL  
LISTING BROKERAGE (PRINT)

SEAL

Per: DESIGNATED AGENT'S SIGNATURE

DESIGNATED AGENT (PRINT)

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

## MULTIPLE LISTING CONTRACT SCHEDULE "A"

5611 Culverton Road  
ADDRESS

Duncan

V9L 6H4

PAGE 4 of \_\_\_\_\_ PAGES

The Agent shall:

- a) provide experienced representatives who will devote themselves diligently to the sale of the Property;
- b) consult with the Vendor or Vendor's representatives on a periodic basis as required by the Vendor;
- c) provide current market data to the Vendor;
- d) erect site signs with the Vendor's approval;
- e) feature the Property in the Agent's website, [www.colliers.com](http://www.colliers.com);
- f) plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis as required;
- g) cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing;
- h) negotiate the offer to purchase as required by the Vendor, present such offer to purchase to the Vendor along with recommendations for acceptance, rejection or counter-offer, and assist with the documentation and execution of the final agreement;
- i) ensure that all offers are in writing and are submitted promptly to the Vendor through the Agent, including offers received from other real estate companies or cooperating realtors. The Agent acknowledges that it has no authority to accept offers on behalf of the Landlord;
- j) provide liaison between the Purchaser and the Vendor as required; and
- k) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated

  
INITIALS



BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION

PAGE 1 of \_\_\_\_\_ PAGES

# **MULTIPLE LISTING SERVICE®**

**MLS® OFFICE USE ONLY**

DATE	LISTING MLS® NO
------	-----------------

## **MULTIPLE LISTING CONTRACT**

BETWEEN: Armac Investments Ltd. (BC)  
OWNER(S) ("SELLER")

OWNER(S) ("SELLER")  
1250 West Hastings Street  
UNIT ADDRESS  
Vancouver BC V6C 2T7  
CITY PROV PC

TELEPHONE NUMBER CELL NUMBER

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐

as defined under the *Income Tax Act*

### **1. LISTING AUTHORITY AND TERM:**

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from  
June 25 2012 (Effective Date) until 11:59 pm on October 31 2012 (Expiry Date) unless renewed in writing.

B. The Seller hereby:  
(i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;  
(ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;  
(iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;  
(iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and  
(v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. PROPERTY: 3426 River Road  
UNIT NO HOUSE NO STREET NAME STREET TYPE STREET DIRECTION  
Chemainus V0R 1K4  
CITY/TOWN/MUNICIPALITY POSTAL CODE  
001-160-141  
PID OTHER PID(S)  
LOT 2, SECTIONS 14 AND 15, RANGE 3, CHEMAINUS DISTRICT, PLAN 31422  
LEGAL DESCRIPTION  
EXCEPT PART IN PLAN VIP69038

3. TERMS OF SALE: \$975,000.00  
LISTING PRICE TERMS

### **4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:

A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");  
B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and  
C. To make agency disclosures required of the Listing Brokerage.

### **5. LISTING BROKERAGE'S REMUNERATION:** The Seller agrees:

A. To pay to the Listing Brokerage a gross commission of 5.0% of the sale price of the Property, plus applicable Harmonized Sales Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:  
(i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or  
(ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:  
(a) within sixty (60) days after the expiration of the term of this Contract; or  
(b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or  
(iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;  
B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and  
C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of 1.0%

of the sale price of the Property, plus applicable Harmonized Sales Tax and other applicable tax in respect of that portion of the commission.

INITIALS

- D. The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.
6. **ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:
- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
  - B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
  - C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.
7. **DESIGNATED AGENCY:**
- A. Subject to Clause 12A and 7C(iii) the Listing Brokerage designates Jason Winton (the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;
  - B. Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
  - C. Subject to Clause 12A the Seller agrees that:
    - (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
    - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
    - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
    - (iv) for the purposes of Clauses 1B and 4, the term Listing Brokerage shall include the Designated Agent.
8. **THE DESIGNATED AGENT WILL:**
- A. Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);
  - B. Provide information about the Property to Cooperating Brokerages;
  - C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
  - D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
  - E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3 (1) as modified or made inapplicable by agreement between the Listing Brokerage and the Seller;
  - F. Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
  - G. Exercise reasonable care and skill in their performance under this Contract;
9. **THE LISTING BROKERAGE AGREES:**
- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
  - B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents; and
  - C. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.
10. **THE SELLER AGREES:**
- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
  - B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
  - C. That the Seller has the authority to sell the Property and to enter into this Contract;
  - D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
  - E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
  - F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
  - G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
  - H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
  - I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
  - J. That the Property is not currently the subject of any other exclusive listing contract.
11. **THE SELLER ACKNOWLEDGES AND AGREES THAT:**
- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
  - B. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list property of, or the Designated Agent to show property of, or to have agency relationships with, other sellers;
  - C. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to be engaged by buyers and for the Designated Agent to have agency relationships with buyers;
  - D. The Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
  - E. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

  
INITIALS

ADDRESS

**12. LIMITED DUAL AGENCY:**

- A. If the Designated Agent (or where the Designated Agent is comprised of more than one licensee, one of those licensees) is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage:
- (i) will seek the written consent of the Seller and the prospective buyer for the Designated Agent to continue to act as their limited dual agent to facilitate a sale of the Property; or
  - (ii) if the parties do not consent to (i), may designate another licensee of the Listing Brokerage to act as the designated agent for that buyer in which case neither the Designated Agent nor the Listing Brokerage will be required to disclose to the Seller confidential information obtained by the Designated Agent through the Designated Agent's agency relationship with that buyer;
- B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as their limited dual agent, the Designated Agent's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
- (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board 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 the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

**14. TERMINATION:** The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
- (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
  - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
  - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
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- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
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  - (iii) remove all signs from the Property; and
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- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

- 16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER):** Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED AND DELIVERED THIS 25 OF June, yr. 2012.

SELLER'S SIGNATURE

SELLER'S SIGNATURE

WITNESS TO SELLER(S) SIGNATURE(S)

SEAL

SEAL

BY SIGNING THIS CONTRACT THE SELLER  
ACKNOWLEDGES HAVING RECEIVED, READ AND  
UNDERSTOOD THE BROCHURE PUBLISHED BY THE  
BRITISH COLUMBIA REAL ESTATE ASSOCIATION  
ENTITLED *WORKING WITH A REALTOR®*.

BROKERAGE APPROVAL  
FOR OFFICE USE ONLY

COLLIERS INTERNATIONAL  
LISTING BROKERAGE (PRINT)

SEAL

Per: DESIGNATED AGENT'S SIGNATURE

DESIGNATED AGENT (PRINT)

\*PREC represents Personal Real Estate Corporation

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BC2040 NEW DA JUN 2012

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WEBForms™ Jun/2012

## MULTIPLE LISTING CONTRACT SCHEDULE "A"

3426 River Road

Chemainus

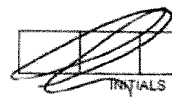
V0R 1K4

PAGE 4 of \_\_\_\_\_ PAGES

ADDRESS

The Agent shall:

- a) provide experienced representatives who will devote themselves diligently to the sale of the Property;
- b) consult with the Vendor or Vendor's representatives on a periodic basis as required by the Vendor;
- c) provide current market data to the Vendor;
- d) erect site signs with the Vendor's approval;
- e) feature the Property in the Agent's website, [www.colliers.com](http://www.colliers.com);
- f) plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis as required;
- g) cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing;
- h) negotiate the offer to purchase as required by the Vendor, present such offer to purchase to the Vendor along with recommendations for acceptance, rejection or counter-offer, and assist with the documentation and execution of the final agreement;
- i) ensure that all offers are in writing and are submitted promptly to the Vendor through the Agent, including offers received from other real estate companies or cooperating realtors. The Agent acknowledges that it has no authority to accept offers on behalf of the Landlord;
- j) provide liaison between the Purchaser and the Vendor as required; and
- k) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated

  
INITIALS

BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION

PAGE 1 of 3 PAGES

**MULTIPLE LISTING CONTRACT****MULTIPLE LISTING SERVICE®****MLS® OFFICE USE ONLY**

DATE

LISTING MLS® NO

BETWEEN: John Kenneth Purdy

OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

1250 West Hastings Street

UNIT

ADDRESS

VancouverBCV6E 2M4

CITY

PROV

PC

TELEPHONE NUMBER

CELL NUMBER

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐as defined under the *Income Tax Act***1. LISTING AUTHORITY AND TERM:**

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from

June252012(Effective Date) until 11:59 pm on October312012

(Expiry Date) unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

**2. PROPERTY:**8335MeshersRoad

UNIT NO.

HOUSE NO

STREET NAME

STREET TYPE

STREET DIRECTION

Port Alberni

CITY/TOWN/MUNICIPALITY

POSTAL CODE

008-428-565

PID

OTHER PID(S)

Part S 1/2, District Lot 51, Land District 1

LEGAL DESCRIPTION

**3. TERMS OF SALE:**\$460,000.00

LISTING PRICE

TERMS

**4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

**5. LISTING BROKERAGE'S REMUNERATION:** The Seller agrees:

- A. To pay to the Listing Brokerage a gross commission of 5% of the sale price of the Property, plus applicable Harmonized Sales Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:
- (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
- (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
- (a) within sixty (60) days after the expiration of the term of this Contract; or
- (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
- (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;
- B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and
- C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of 1.0%

of the sale price of the Property, plus applicable Harmonized Sales Tax and other applicable tax in respect of that portion of the commission.



INITIALS

ADDRESS

- D. The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.
6. **ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:
- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
  - B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
  - C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.
7. **DESIGNATED AGENCY:**
- A. Subject to Clause 12A and 7C(iii) the Listing Brokerage designates Jason Winton (the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;
  - B. Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
  - C. Subject to Clause 12A the Seller agrees that:
    - (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
    - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
    - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
    - (iv) for the purposes of Clauses 1B and 4, the term Listing Brokerage shall include the Designated Agent.
8. **THE DESIGNATED AGENT WILL:**
- A. Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);
  - B. Provide information about the Property to Cooperating Brokerages;
  - C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
  - D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
  - E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3 (1) as modified or made inapplicable by agreement between the Listing Brokerage and the Seller;
  - F. Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
  - G. Exercise reasonable care and skill in their performance under this Contract;
9. **THE LISTING BROKERAGE AGREES:**
- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 5A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
  - B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents; and
  - C. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.
10. **THE SELLER AGREES:**
- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
  - B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
  - C. That the Seller has the authority to sell the Property and to enter into this Contract;
  - D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
  - E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
  - F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
  - G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
  - H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
  - I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
  - J. That the Property is not currently the subject of any other exclusive listing contract.
11. **THE SELLER ACKNOWLEDGES AND AGREES THAT:**
- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
  - B. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list property of, or the Designated Agent to show property of, or to have agency relationships with, other sellers;
  - C. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to be engaged by buyers and for the Designated Agent to have agency relationships with buyers;
  - D. The Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
  - E. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.



INITIALS



12. LIMITED DUAL AGENCY:

- A. If the Designated Agent (or where the Designated Agent is comprised of more than one licensee, one of those licensees) is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage:
- (i) will seek the written consent of the Seller and the prospective buyer for the Designated Agent to continue to act as their limited dual agent to facilitate a sale of the Property; or
  - (ii) if the parties do not consent to (i), may designate another licensee of the Listing Brokerage to act as the designated agent for that buyer in which case neither the Designated Agent nor the Listing Brokerage will be required to disclose to the Seller confidential information obtained by the Designated Agent through the Designated Agent's agency relationship with that buyer;
- B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as their limited dual agent, the Designated Agent's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
- (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board 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 the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

14. TERMINATION: The Listing Brokerage and the Seller agree that:


- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
- (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
  - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
  - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
  - (ii) cease all marketing activities on behalf of the Seller;
  - (iii) remove all signs from the Property; and
  - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

15. MISCELLANEOUS PROVISIONS:

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED AND DELIVERED THIS 25 OF June, yr. 2012

SELLER'S SIGNATURE 

SELLER'S SIGNATURE \_\_\_\_\_

WITNESS TO SELLER(S) SIGNATURE(S) \_\_\_\_\_

SEAL BY SIGNING THIS CONTRACT THE SELLER  
ACKNOWLEDGES HAVING RECEIVED, READ AND  
UNDERSTOOD THE BROCHURE PUBLISHED BY THE  
SEAL BRITISH COLUMBIA REAL ESTATE ASSOCIATION  
ENTITLED *WORKING WITH A REALTOR®*.

BROKERAGE APPROVAL  
FOR OFFICE USE ONLY

COLLIERS INTERNATIONAL SEAL  
LISTING BROKERAGE (PRINT)

Per: DESIGNATED AGENT'S SIGNATURE \_\_\_\_\_

DESIGNATED AGENT (PRINT) \_\_\_\_\_

\*PREC represents Personal Real Estate Corporation

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## MULTIPLE LISTING CONTRACT SCHEDULE "A"

8335 Meshers Road

Port Alberni

PAGE 4 of 3 PAGES

ADDRESS

The Agent shall:

- a) provide experienced representatives who will devote themselves diligently to the sale of the Property;
- b) consult with the Vendor or Vendor's representatives on a periodic basis as required by the Vendor;
- c) provide current market data to the Vendor;
- d) erect site signs with the Vendor's approval;
- e) feature the Property in the Agent's website, [www.colliers.com](http://www.colliers.com);
- f) plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis as required;
- g) cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing;
- h) negotiate the offer to purchase as required by the Vendor, present such offer to purchase to the Vendor along with recommendations for acceptance, rejection or counter-offer, and assist with the documentation and execution of the final agreement;
- i) ensure that all offers are in writing and are submitted promptly to the Vendor through the Agent, including offers received from other real estate companies or cooperating realtors. The Agent acknowledges that it has no authority to accept offers on behalf of the Landlord;
- j) provide liaison between the Purchaser and the Vendor as required; and
- k) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated

  
INITIALS

BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION

PAGE 1 of \_\_\_\_\_ PAGES

**MULTIPLE LISTING CONTRACT****MULTIPLE LISTING SERVICE®****MLS® OFFICE USE ONLY**

DATE	LISTING MLS® NO
------	-----------------

BETWEEN: Armac Investments Ltd. (BC)  
OWNER(S) ("SELLER")AND: COLLIERS INTERNATIONAL  
("LISTING BROKERAGE")

OWNER(S) ("SELLER")  
1250 West Hastings Street  
 UNIT ADDRESS  
Vancouver BC V6E 2M4  
 CITY PROV PC

#207 - 335 Wesley Street  
 UNIT ADDRESS  
NANAIMO BC V9R2T5  
 CITY PROV PC  
250-740-1060  
 TELEPHONE NUMBER CELL NUMBER

TELEPHONE NUMBER CELL NUMBER

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐as defined under the *Income Tax Act***1. LISTING AUTHORITY AND TERM:**

A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from  
June 15 2012 (Effective Date) until 11:59 pm on October 31 2012 (Expiry Date) unless renewed in writing.

B. The Seller hereby: 4D November 10 2012 4D  
 (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;  
 (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;  
 (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;  
 (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and  
 (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

2. **PROPERTY:** 3620 3rd Ave  
 UNIT NO. HOUSE NO. STREET NAME STREET TYPE STREET DIRECTION  
Port Alberni V9Y 4E8  
 CITY/TOWN/MUNICIPALITY POSTAL CODE  
000-522-546 000-522-538  
 PID OTHER PID(S)  
That part of Lot 1, Alberni District, shown outlined in red on Plan 795R  
 LEGAL DESCRIPTION

3. **TERMS OF SALE:** \$460,000.00  
 LISTING PRICE TERMS

**4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:

A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");  
 B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and  
 C. To make agency disclosures required of the Listing Brokerage.


**5. LISTING BROKERAGE'S REMUNERATION:** The Seller agrees:

A. To pay to the Listing Brokerage a gross commission of 5.0% of the sale price of the Property, plus applicable Harmonized Sales Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:  
 (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or  
 (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:  
 (a) within sixty (60) days after the expiration of the term of this Contract; or  
 (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or  
 (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;  
 B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and  
 C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of 1.0%

of the sale price of the Property, plus applicable Harmonized Sales Tax and other applicable tax in respect of that portion of the commission.

INITIALS
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- D. The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.
6. **ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:
- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
  - B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
  - C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.
7. **DESIGNATED AGENCY:**
- A. Subject to Clause 12A and 7C(iii) the Listing Brokerage designates Jason Winton (the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;
  - B. Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
  - C. Subject to Clause 12A the Seller agrees that:
    - (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
    - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
    - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
    - (iv) for the purposes of Clauses 1B and 4, the term Listing Brokerage shall include the Designated Agent.
8. **THE DESIGNATED AGENT WILL:**
- A. Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);
  - B. Provide information about the Property to Cooperating Brokerages;
  - C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
  - D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
  - E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3 (1) as modified or made inapplicable by agreement between the Listing Brokerage and the Seller;
  - F. Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
  - G. Exercise reasonable care and skill in their performance under this Contract;
9. **THE LISTING BROKERAGE AGREES:**
- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10C, 10D, 10E, 10G and 10H;
  - B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents; and
  - C. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.
10. **THE SELLER AGREES:**
- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
  - B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract;
  - C. That the Seller has the authority to sell the Property and to enter into this Contract;
  - D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
  - E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
  - F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
  - G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
  - H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
  - I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
  - J. That the Property is not currently the subject of any other exclusive listing contract.
11. **THE SELLER ACKNOWLEDGES AND AGREES THAT:**
- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
  - B. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list property of, or the Designated Agent to show property of, or to have agency relationships with, other sellers;
  - C. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to be engaged by buyers and for the Designated Agent to have agency relationships with buyers;
  - D. The Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
  - E. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

  
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ADDRESS

## 12. LIMITED DUAL AGENCY:

- A. If the Designated Agent (or where the Designated Agent is comprised of more than one licensee, one of those licensees) is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage:
- (i) will seek the written consent of the Seller and the prospective buyer for the Designated Agent to continue to act as their limited dual agent to facilitate a sale of the Property; or
  - (ii) if the parties do not consent to (i), may designate another licensee of the Listing Brokerage to act as the designated agent for that buyer in which case neither the Designated Agent nor the Listing Brokerage will be required to disclose to the Seller confidential information obtained by the Designated Agent through the Designated Agent's agency relationship with that buyer;
- B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as their limited dual agent, the Designated Agent's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

## 13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
- (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board 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 the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

## 14. TERMINATION: The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
- (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
  - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
  - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
  - (ii) cease all marketing activities on behalf of the Seller;
  - (iii) remove all signs from the Property; and
  - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

## 15. MISCELLANEOUS PROVISIONS:

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER): Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED AND DELIVERED THIS 15 OF June, yr. 2012.

SELLER'S SIGNATURE

SELLER'S SIGNATURE

WITNESS TO SELLER(S) SIGNATURE(S)

SEAL

SEAL

BY SIGNING THIS CONTRACT THE SELLER  
ACKNOWLEDGES HAVING RECEIVED, READ AND  
UNDERSTOOD THE BROCHURE PUBLISHED BY THE  
BRITISH COLUMBIA REAL ESTATE ASSOCIATION  
ENTITLED *WORKING WITH A REALTOR®*.

BROKERAGE APPROVAL  
FOR OFFICE USE ONLY

COLLIERS INTERNATIONAL

LISTING BROKERAGE (PRINT)

Per: DESIGNATED AGENT'S SIGNATURE

DESIGNATED AGENT (PRINT)

\*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

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WEBForms™ Jun/2012

## MULTIPLE LISTING CONTRACT SCHEDULE "A"

3620 3rd Ave  
ADDRESS

Port Alberni

V9Y 4E8

PAGE 4 of \_\_\_\_\_ PAGES

The Agent shall:

- a) provide experienced representatives who will devote themselves diligently to the sale of the Property;
- b) consult with the Vendor or Vendor's representatives on a periodic basis as required by the Vendor;
- c) provide current market data to the Vendor;
- d) erect site signs with the Vendor's approval;
- e) feature the Property in the Agent's website, [www.colliers.com](http://www.colliers.com);
- f) plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis as required;
- g) cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing;
- h) negotiate the offer to purchase as required by the Vendor, present such offer to purchase to the Vendor along with recommendations for acceptance, rejection or counter-offer, and assist with the documentation and execution of the final agreement;
- i) ensure that all offers are in writing and are submitted promptly to the Vendor through the Agent, including offers received from other real estate companies or cooperating realtors. The Agent acknowledges that it has no authority to accept offers on behalf of the Landlord;
- j) provide liaison between the Purchaser and the Vendor as required; and
- k) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated

  
INITIALS

BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION

PAGE 1 of \_\_\_\_\_ PAGES

**MULTIPLE LISTING SERVICE®**

MLS® OFFICE USE ONLY

DATE

LISTING MLS® NO

**MULTIPLE LISTING CONTRACT**BETWEEN: Armec Investments Ltd. (BC)

OWNER(S) ("SELLER")

OWNER(S) ("SELLER")

1250 West Hastings Street

UNIT

ADDRESS

VancouverBCV6E 2M4

CITY

PROV

PC

TELEPHONE NUMBER

CELL NUMBER

RESIDENT OF CANADA ☒ NON-RESIDENT OF CANADA ☐as defined under the *Income Tax Act***1. LISTING AUTHORITY AND TERM:**A. The Seller hereby lists exclusively with the Listing Brokerage the property described in Clause 2 ("Property") from  
June 25 2012 (Effective Date) until 11:59 pm on October 31 2012 (Expiry Date) unless renewed in writing.

B. The Seller hereby:

- (i) authorizes the Listing Brokerage to obtain information concerning the Property from any person, corporation or governmental authority, including any mortgagee and British Columbia Assessment, and to share this information with other parties, including members of any real estate board;
- (ii) authorizes the Listing Brokerage to advertise the Property and to show it to prospective buyers during reasonable hours;
- (iii) restricts the advertising of the Property to the Listing Brokerage only except where the advertising of the Property by other members of the real estate board of which the Listing Brokerage is a member (hereinafter referred to as the "Board") or any other real estate board has been permitted by the Listing Brokerage;
- (iv) agrees to allow the Listing Brokerage to place "For Sale" and "Sold" signs upon the Property; and
- (v) agrees to allow Cooperating Brokerages (as hereinafter defined) to show the Property to prospective buyers.

**2. PROPERTY:**3203 & 32112ndAve

UNIT NO.

HOUSE NO

STREET NAME

STREET TYPE

STREET DIRECTION

Port AlberniV9Y 4C5

CITY/TOWN/MUNICIPALITY

POSTAL CODE

009-278-923009-278-940; 009-278-966

PID

OTHER PID(S)

Lot 13, 14 & 15, Block 74, District Lot 1, Plan 197, Alberni District

LEGAL DESCRIPTION

**3. TERMS OF SALE:**\$198,000.00

LISTING PRICE

TERMS

**4. LISTING SERVICE AND COOPERATING BROKERAGES:** The Seller authorizes the Listing Brokerage:

- A. To list the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to and to cooperate with other brokerages and their designated agents acting for a prospective buyer or, with the written consent of the Seller, as a sub-agent of the Listing Brokerage ("Cooperating Brokerages");
- B. To publish in the Multiple Listing Service® of the Board, the Multiple Listing Service® of any other real estate board, Internet, or anywhere else that the Listing Brokerage selects and has access to, and to share with other parties, including British Columbia Assessment, the information contained in this Contract, the information contained in the Data Input Form and the Seller's Property Disclosure Statement, if applicable, and the sale price of the Property once an unconditional accepted offer exists; and
- C. To make agency disclosures required of the Listing Brokerage.

**5. LISTING BROKERAGE'S REMUNERATION:** The Seller agrees:

- A. To pay to the Listing Brokerage a gross commission of 7.0% of the sale price of the Property, plus applicable Harmonized Sales Tax and any other applicable tax in respect of the commission (commission + tax = remuneration) if:
  - (i) a legally enforceable contract of sale between the Seller and a Buyer is entered into during the term of this Contract; or
  - (ii) a legally enforceable contract of sale between the Seller and a Buyer who is introduced to the Property or to the Seller, by the Listing Brokerage, the Designated Agent (as hereinafter defined) a Cooperating Brokerage or any other person including the Seller during the term of this Contract is entered into:
    - (a) within sixty (60) days after the expiration of the term of this Contract; or
    - (b) any time after the period described in (a) where the efforts of the Listing Brokerage, the Designated Agent (as hereinafter defined) or the Cooperating Brokerage were an effective cause; provided, however, that no such commission is payable if the Property is listed with another licensed brokerage after the expiration of the term of this Contract and sold during the term of that listing contract; or
  - (iii) an offer to purchase is obtained from a prospective buyer during the term of this Contract who is ready, willing and able to pay the Listing Price and agrees to the other terms of this Contract, even if the Seller refuses to sign the offer to purchase;
- B. The remuneration due to the Listing Brokerage shall be payable on the earlier of the date the sale is completed, or the completion date, or where no contract of sale has been entered into seven (7) days after written demand by the Listing Brokerage; and
- C. That to assist in obtaining a buyer for the Property, the Listing Brokerage will offer to Cooperating Brokerages a portion of the Listing Brokerage's commission in the amount of 1.0%

of the sale price of the Property, plus applicable Harmonized Sales Tax and other applicable tax in respect of that portion of the commission.


  
INITIALS

- D. The Listing Brokerage and Designated Agent will advise the Seller of any remuneration, other than that described in Clause 5A, to be received by the Listing Brokerage in respect of the Property.
6. **ASSIGNMENT OF REMUNERATION:** The Seller hereby irrevocably:
- A. Assigns to the Listing Brokerage from the proceeds of sale of the Property, the amount of remuneration due to the Listing Brokerage and authorizes the Listing Brokerage to retain from the deposit monies the amount of the Listing Brokerage's remuneration;
  - B. Acknowledges that the Listing Brokerage may assign to a Cooperating Brokerage all or part of the remuneration due to the Listing Brokerage; and
  - C. Directs, or agrees to sign such documents as may be required by the Listing Brokerage irrevocably directing a Lawyer or Notary Public acting for the Seller or a buyer, to pay the remuneration due to the Listing Brokerage, or the net amount remaining after the deposit monies held in trust have been credited against the remuneration due to the Listing Brokerage, to the Listing Brokerage and a Cooperating Brokerage, where applicable, by separate cheques to the Listing Brokerage and the Cooperating Brokerage.
7. **DESIGNATED AGENCY:**
- A. Subject to Clause 12A and 7C(iii) the Listing Brokerage designates Jason Winton (the "Designated Agent") to act as the sole agent of the Seller in respect of the Property and will designate one or more licensees of the Listing Brokerage to act as the sole agents of all buyers and other sellers also represented by the Listing Brokerage. If for any reason the license of the Designated Agent (or where the Designated Agent is comprised of more than one licensee, the licenses of all of those licensees) is suspended, cancelled or becomes inoperative under the Real Estate Services Act or the Designated Agent (or where the Designated Agent is comprised of more than one licensee, all of those licensees) is temporarily unavailable or ceases to be engaged by the Listing Brokerage, the Listing Brokerage will designate another licensee of the Listing Brokerage to act as the sole agent of the Seller;
  - B. Subject to Clause 12A the Designated Agent will not disclose to other licensees, including licensees of the Listing Brokerage who represent buyers or other sellers, any confidential information of the Seller obtained through the Designated Agent's agency relationship with the Seller unless authorized by the Seller or required by law.
  - C. Subject to Clause 12A the Seller agrees that:
    - (i) subject to (iii) an agency relationship will exist only with the Designated Agent;
    - (ii) information obtained by the Designated Agent through the Designated Agent's agency relationship with the Seller will not be attributed to the Listing Brokerage or to other licensees of the Listing Brokerage who represent buyers or other sellers;
    - (iii) the Listing Brokerage's agency relationship is limited to listing the Property with the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage selects and has access to; and
    - (iv) for the purposes of Clauses 1B and 4, the term Listing Brokerage shall include the Designated Agent.
8. **THE DESIGNATED AGENT WILL:**
- A. Act as the agent of only the Seller with respect to the Property except where the Seller consents to limited dual agency (see Clauses 7 and 12);
  - B. Provide information about the Property to Cooperating Brokerages;
  - C. Subject to Clause 9A use reasonable commercial efforts to market the Property and to promote the interests of the Seller;
  - D. At the earliest reasonable opportunity, advise any buyer interested in the Property that the Designated Agent is the agent of the Seller;
  - E. Fulfill the duties set out in *Real Estate Services Act* Rule 3-3 (1) as modified or made inapplicable by agreement between the Listing Brokerage and the Seller;
  - F. Obey all lawful instructions of the Seller that are consistent with the *Real Estate Services Act* and the Rules and the Bylaws and Code of Ethics of the Board; and
  - G. Exercise reasonable care and skill in their performance under this Contract;
9. **THE LISTING BROKERAGE AGREES:**
- A. That the services set out in Schedule "A" will be provided. Where the Listing Brokerage and the Designated Agent have chosen or agreed not to provide services to the Seller other than submitting the listing for posting with the Multiple Listing Services® of the Board and any other real estate board that the Listing Brokerage selects and has access to, Schedule "A" may include modifications to Clauses 5A, 5B, 6A, 6B, 6C, 8B, 8C, 8D, 8E, 10A, 10B, 10D, 10E, 10G and 10H;
  - B. To monitor and supervise the activities of the Designated Agent to ensure compliance by the Designated Agent with the provisions of this Contract and with the Listing Brokerage's policies and procedures governing designated agents; and
  - C. To hold all monies received by the Listing Brokerage in trust in accordance with the *Real Estate Services Act*.
10. **THE SELLER AGREES:**
- A. To promptly advise the Designated Agent of, and refer to the Designated Agent, all inquiries for the purchase of the Property, and to deliver to the Designated Agent all offers to purchase which may be received during the term of this exclusive Contract or arising by reason of it;
  - B. To accept an offer made during the term of this Contract by a person ready, willing and able to purchase on the terms set out in this Contract.
  - C. That the Seller has the authority to sell the Property and to enter into this Contract;
  - D. That the Seller will disclose to the Designated Agent all third party claims and interests in the Property known to the Seller;
  - E. That the Seller will disclose to the Designated Agent all material latent defects affecting the Property known to the Seller and that the Designated Agent may provide that information to prospective buyers;
  - F. That all information provided to the Listing Brokerage and the Designated Agent by the Seller is and will be accurate to the best of the Seller's knowledge;
  - G. That the Seller will immediately advise the Designated Agent of any material changes in the physical condition or status of the Property or the information provided by the Seller;
  - H. That the Seller will provide the Designated Agent with all information necessary for the listing and marketing of the Property;
  - I. That the Designated Agent is being retained solely to provide real estate services and not as a lawyer, tax advisor, lender, certified appraiser, surveyor, structural engineer, home inspector or other professional service provider; and
  - J. That the Property is not currently the subject of any other exclusive listing contract.
11. **THE SELLER ACKNOWLEDGES AND AGREES THAT:**
- A. The information relating to the Property may be disclosed to persons interested in the Property including prospective buyers, agents of prospective buyers, appraisers, financial institutions, governments and governmental departments and agencies;
  - B. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to list property of, or the Designated Agent to show property of, or to have agency relationships with, other sellers;
  - C. It is not a conflict or a breach of duty to the Seller for the Listing Brokerage to be engaged by buyers and for the Designated Agent to have agency relationships with buyers;
  - D. The Listing Brokerage and the Designated Agent will not be required to disclose to the Seller confidential information obtained through any agency relationship; and
  - E. A Seller, who is a non-resident of Canada, must comply with the *Income Tax Act* of Canada before the sale of the Seller's property can be completed.

   
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**12. LIMITED DUAL AGENCY:**

- A. If the Designated Agent (or where the Designated Agent is comprised of more than one licensee, one of those licensees) is also the agent of a prospective buyer who becomes interested in the Property, the Listing Brokerage:
- (i) will seek the written consent of the Seller and the prospective buyer for the Designated Agent to continue to act as their limited dual agent to facilitate a sale of the Property; or
  - (ii) if the parties do not consent to (i), may designate another licensee of the Listing Brokerage to act as the designated agent for that buyer in which case neither the Designated Agent nor the Listing Brokerage will be required to disclose to the Seller confidential information obtained by the Designated Agent through the Designated Agent's agency relationship with that buyer;
- B. Where the Seller and the prospective buyer have consented to the Designated Agent acting as their limited dual agent, the Designated Agent's duties will be modified by the limitations described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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- A. The Seller hereby consents to the collection, use and disclosure by the Listing Brokerage and by the managing broker(s), associate broker(s) and representative(s) of the Listing Brokerage (collectively the "Licensee") noted below, the Board and any other real estate board, of personal information about the Seller:
- (i) for all purposes consistent with the listing, marketing and selling of the Property;
  - (ii) for placement in the database of the Multiple Listing Service® of the Board and of any other real estate board that the Listing Brokerage selects and has access to;
  - (iii) for the purpose of the Board and other real estate boards marketing the Property in any medium including but not limited to posting the personal information on publicly accessible websites and distributing the personal information to any persons including the public, members of the Board, members of other real estate boards governments and governmental departments and agencies, appraisers and others;
  - (iv) for compilation, retention and publication by the Board 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 the Board and other real estate boards;
  - (v) for enforcing codes of professional conduct and ethics for members of the Board and other real estate boards;
  - (vi) for all other purposes authorized in this Contract including but not limited to those described in Clauses 1B, 4A, 4B, 8B and 11A; and
  - (vii) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

**14. TERMINATION:** The Listing Brokerage and the Seller agree that:

- A. Without prejudice to the acquired rights of the Seller or the Listing Brokerage, including without limitation the rights and obligations under Clause 5, this Contract will terminate:
- (i) upon the expiration of the term of this Contract as specified in Clause 1A;
  - (ii) upon an earlier date than that specified in Clause 1A if mutually agreed to by the Seller and the Listing Brokerage in writing;
  - (iii) upon a completed sale of the Property prior to the expiration of the term of this Contract;
  - (iv) immediately if the Listing Brokerage's licence is suspended, cancelled or rendered inoperative under the *Real Estate Services Act*; and
  - (v) upon the bankruptcy or insolvency of the Listing Brokerage or if it is in receivership.
- B. Immediately upon the termination of this Contract the Listing Brokerage and the Designated Agent will:
- (i) remove the Property as an active listing of the Multiple Listing Service® of the Board and any other real estate board that the Listing Brokerage has selected;
  - (ii) cease all marketing activities on behalf of the Seller;
  - (iii) remove all signs from the Property; and
  - (iv) if requested by the Seller, return all documents and other materials provided by the Seller.

**15. MISCELLANEOUS PROVISIONS:**

- A. "Sale" includes an exchange and "sale price" includes the value of property exchanged.
- B. The "term" of this Contract includes the period of any written extension.
- C. Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of British Columbia.
- D. The parties acknowledge that this Contract fully sets out the terms of the agreement between them.
- E. This Contract shall be binding upon and benefit not only the parties but also their respective heirs, executors, administrators, successors and assigns.
- F. "Property" may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it, or a manufactured home, plus any other property designated by the Seller in the Data Input Form or addendum attached.
- G. In consideration of the Board or any other real estate board disseminating information about the Property, the Seller and Listing Brokerage each assign to the Board or other real estate board all their rights and interests in and to the information related to the Property contained in this Contract, including all copyright, rights ancillary to copyright and all other proprietary rights.

- 16. ENTIRE AGREEMENT - THIS LISTING CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE SELLER'S PROPERTY DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER):** Seller acknowledges having read and understood this Contract; that it accurately describes the agreement with the Listing Brokerage; and that a copy of it has been received by the Seller this date. Where the Seller is comprised of more than one party, the obligations under this Contract of each and every party comprising the Seller shall be joint and several.

SIGNED, SEALED AND DELIVERED THIS 25 OF June, yr. 2012

SELLER'S SIGNATURE

SELLER'S SIGNATURE

WITNESS TO SELLER(S) SIGNATURE(S)

SEAL

SEAL

BY SIGNING THIS CONTRACT THE SELLER  
ACKNOWLEDGES HAVING RECEIVED, READ AND  
UNDERSTOOD THE BROCHURE PUBLISHED BY THE  
BRITISH COLUMBIA REAL ESTATE ASSOCIATION  
ENTITLED *WORKING WITH A REALTOR®*.

BROKERAGE APPROVAL  
FOR OFFICE USE ONLY

COLLIERS INTERNATIONAL

LISTING BROKERAGE (PRINT)

Per: DESIGNATED AGENT'S SIGNATURE

DESIGNATED AGENT (PRINT)

\*PREC represents Personal Real Estate Corporation

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## MULTIPLE LISTING CONTRACT SCHEDULE "A"

3203 & 3211 2nd Ave

Port Alberni


V9Y 4C5

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ADDRESS

The Agent shall:

- a) provide experienced representatives who will devote themselves diligently to the sale of the Property;
- b) consult with the Vendor or Vendor's representatives on a periodic basis as required by the Vendor;
- c) provide current market data to the Vendor;
- d) erect site signs with the Vendor's approval;
- e) feature the Property in the Agent's website, [www.colliers.com](http://www.colliers.com);
- f) plan, administer and implement a direct solicitation program to cover a broad cross-section of potential purchasers on a local, national and international basis as required;
- g) cooperate with all realtors and real estate companies and share commissions, for bona fide introductions made by such realtors of potential purchasers with whom the Agent is not already dealing;
- h) negotiate the offer to purchase as required by the Vendor, present such offer to purchase to the Vendor along with recommendations for acceptance, rejection or counter-offer, and assist with the documentation and execution of the final agreement;
- i) ensure that all offers are in writing and are submitted promptly to the Vendor through the Agent, including offers received from other real estate companies or cooperating realtors. The Agent acknowledges that it has no authority to accept offers on behalf of the Landlord;
- j) provide liaison between the Purchaser and the Vendor as required; and
- k) devote as much time to its duties pursuant to this Agreement as shall be requisite to achieve the objectives herein contemplated

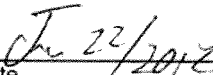
  
INITIALS

# APPENDIX C

**Purdy Group of Companies**  
**Actual to Forecast Cash Flow Results**  
**For the period of April 21, 2012 to June 15 (the "Reporting Period")**  
**(in CDN dollars)**

	<b>ACTUAL</b>	<b>FORECAST</b>	<b>VARIANCE</b>
	<b>Week 22 to Week 30</b>	<b>Week 22 to Week 30</b>	<b>Week 22 to Week 30</b>
<b>Week ending:</b>	<b>Apr.21/12 to Jun 15/12</b>	<b>Apr.21/12 to Jun 15/12</b>	<b>Apr.21/12 to Jun 15/12</b>
<b>RECEIPTS</b>			
Fishpath trade sales and rental receipts	34,903	113,220	(78,317)
Half Moon Lake Resort receipts	24,722	97,485	(72,763)
Proceeds from sale of foreclosed property	-	170,000	(170,000)
Funds held in trust	10,000	-	10,000
<b>Total receipts</b>	<b>69,625</b>	<b>380,705</b>	<b>(311,080)</b>
<b>DISBURSEMENTS</b>			
Fishpath operating disbursements	60,091	47,950	(12,141)
Half Moon Lake operating disbursements	29,249	82,400	53,151
Management fees, wages and salaries	6,450	14,800	8,350
Contractor fees and expenses	13,528	25,000	11,472
Property tax arrears	-	60,000	60,000
Contingency	-	10,000	10,000
Preservation, repair and marketing costs	89,172	109,530	20,358
<b>Total operating disbursements</b>	<b>198,490</b>	<b>349,680</b>	<b>151,190</b>
<b>Restructuring fees</b>	<b>143,176</b>	<b>220,000</b>	<b>76,824</b>
<b>NET CHANGE IN CASH</b>	<b>(272,041)</b>	<b>(188,975)</b>	<b>(83,066)</b>
<b>OPENING CASH</b>	<b>353,320</b>	<b>353,320</b>	<b>-</b>
Net change in cash	(272,041)	(188,975)	(83,066)
<b>ENDING CASH</b>	<b>81,279</b>	<b>164,345</b>	<b>(83,066)</b>

  
 Jack Purdy  
 President & Chief Executive Officer

  
 Date June 22/2012

# APPENDIX D

Purdy Group of Companies  
 Projected Cash Flow Statement\*  
 For the period of June 16, 2012 to September 28, 2012 (the "Forecast Period")  
 (in CDN dollars)

Week ending:	Week 31 22-Jun-12	Week 32 29-Jun-12	Week 33 6-Jul-12	Week 34 13-Jul-12	Week 35 20-Jul-12	Week 36 27-Jul-12	Week 37 3-Aug-12	Week 38 10-Aug-12	Week 39 17-Aug-12	Week 40 24-Aug-12	Week 41 31-Aug-12	Week 42 7-Sep-12	Week 43 14-Sep-12	Week 44 21-Sep-12	Week 45 28-Sep-12	Total
<b>RECEIPTS</b>																
Fishpath trade sales and rental receipts	17,100	17,100	17,100	17,100	24,800	24,800	24,800	24,800	24,800	22,600	22,600	22,600	22,600	22,600	22,600	328,000
Half Moon Lake Resort receipts	25,200	25,200	25,200	25,200	21,100	21,100	21,100	21,100	21,100	15,000	15,000	15,000	15,000	15,000	15,000	296,300
Proceeds from sale of Sharwood property	-	-	194,328	-	-	-	-	-	-	-	-	-	-	-	-	194,328
<b>Total receipts</b>	<b>42,300</b>	<b>42,300</b>	<b>236,628</b>	<b>42,300</b>	<b>45,900</b>	<b>45,900</b>	<b>45,900</b>	<b>45,900</b>	<b>45,900</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>818,628</b>
<b>DISBURSEMENTS</b>																
Fishpath cost of sales and disbursements	14,300	14,300	14,300	14,300	15,200	15,200	15,200	15,200	15,200	13,900	13,900	13,900	13,900	13,900	13,900	216,600
Half Moon Lake Resort disbursements	14,000	14,000	14,000	14,000	11,700	11,700	11,700	11,700	11,700	12,100	12,100	12,100	12,100	12,100	12,100	167,100
Management fees, wages and salaries	-	-	-	5,000	-	4,500	-	-	5,000	4,500	-	-	5,000	4,500	4,500	37,400
Property tax arrears non core	-	-	95,000	-	-	-	-	-	-	-	-	-	-	-	-	95,000
Contingency	-	-	-	-	5,000	-	-	-	5,000	-	-	20,000	5,000	-	-	15,000
Preservation, repairs and marketing costs	-	-	75,000	-	-	-	26,900	26,900	20,000	30,500	26,000	46,000	36,000	30,500	30,500	588,100
<b>Total operating disbursements</b>	<b>28,300</b>	<b>32,700</b>	<b>198,300</b>	<b>33,300</b>	<b>31,900</b>	<b>31,400</b>	<b>26,900</b>	<b>26,900</b>	<b>56,900</b>	<b>30,500</b>	<b>26,000</b>	<b>46,000</b>	<b>36,000</b>	<b>30,500</b>	<b>30,500</b>	<b>866,100</b>
<b>Restructuring retainer fees</b>	-	-	100,000	-	-	-	-	100,000	-	-	-	-	-	-	-	200,000
<b>Total disbursements</b>	<b>28,300</b>	<b>32,700</b>	<b>298,300</b>	<b>33,300</b>	<b>31,900</b>	<b>31,400</b>	<b>26,900</b>	<b>126,900</b>	<b>56,900</b>	<b>30,500</b>	<b>26,000</b>	<b>46,000</b>	<b>36,000</b>	<b>30,500</b>	<b>30,500</b>	<b>866,100</b>
<b>NET CHANGE IN CASH</b>	<b>14,000</b>	<b>9,600</b>	<b>(61,672)</b>	<b>9,000</b>	<b>14,000</b>	<b>14,500</b>	<b>19,000</b>	<b>(81,000)</b>	<b>(11,000)</b>	<b>7,100</b>	<b>11,600</b>	<b>(8,400)</b>	<b>1,800</b>	<b>7,100</b>	<b>7,100</b>	<b>(47,472)</b>
<b>OPENING CASH</b>	<b>81,278</b>	<b>95,278</b>	<b>104,879</b>	<b>43,207</b>	<b>52,207</b>	<b>66,207</b>	<b>80,707</b>	<b>99,707</b>	<b>18,707</b>	<b>7,707</b>	<b>14,807</b>	<b>26,407</b>	<b>18,007</b>	<b>19,607</b>	<b>26,707</b>	<b>81,278</b>
<b>Net change in cash</b>	<b>14,000</b>	<b>9,600</b>	<b>(61,672)</b>	<b>9,000</b>	<b>14,000</b>	<b>14,500</b>	<b>19,000</b>	<b>(81,000)</b>	<b>(11,000)</b>	<b>7,100</b>	<b>11,600</b>	<b>(8,400)</b>	<b>1,800</b>	<b>7,100</b>	<b>7,100</b>	<b>(47,472)</b>
<b>ENDING CASH</b>	<b>95,278</b>	<b>104,879</b>	<b>43,207</b>	<b>52,207</b>	<b>66,207</b>	<b>80,707</b>	<b>99,707</b>	<b>18,707</b>	<b>7,707</b>	<b>14,807</b>	<b>26,407</b>	<b>18,007</b>	<b>19,607</b>	<b>26,707</b>	<b>33,807</b>	<b>33,807</b>

  
 Jack Purdy  
 President & Chief Executive Officer  
 Date: Jun 22/2012