

COURT FILE NUMBER

BE03-568045

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24-1568045

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

APPLICANT

IN THE MATTER OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c.B-3, AS AMENDED

AND IN THE MATTER OF THE PROPOSAL OF
JOHN KENNETH PURDY OTHERWISE KNOWN AS
JACK PURDY

DOCUMENT

**NINTH REPORT OF ALVAREZ AND MARSAL
CANADA INC.
IN ITS CAPACITY AS PROPOSAL TRUSTEE OF
JOHN (JACK) KENNETH PURDY**

MAY 15, 2013

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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INTRODUCTION

1. On December 2, 2011, Mr. John (Jack) Kenneth Purdy (“Purdy”) sought protection from his creditors through the filing of a Notice of Intention (the “NOI”) to Make a Proposal (the “Proposal”), under section 50.4(1) of the *Bankruptcy and Insolvency Act* (“BIA”), R.S.C. 1985, c.B-3, as amended. The NOI filing was accepted by the Office of the Superintendent of Bankruptcy Canada (“OSB”) and protection was obtained from Purdy’s creditors on the morning of December 2, 2011 (the “Filing Date”). Alvarez & Marsal Canada Inc. (the “Trustee”) was named as Trustee under the NOI.
2. On June 1, 2012, Purdy lodged a Proposal with the Trustee and the Trustee filed the Proposal with the Office of the Superintendent of Bankruptcy.
3. On June 22, 2012, the first meeting of creditors (the “FMOC”) was held to amongst other things consider the affairs of the debtor and vote on the proposal. A vote on the Proposal was not conducted at the FMOC and it has since been adjourned by the creditors three times for further investigation into the affairs of Purdy pursuant to s. 52(a) of the BIA. Most recently, the February 20, 2013 (the “February 20th Reconvened Meeting”) was further adjourned by the creditors and has now been set down on May 16, 2013.
4. The purpose of this ninth report of the Trustee (the “Trustee’s Ninth Report”) is to provide this Honourable Court and Purdy’s Creditors with an update in respect of the:
 - a) February 20th Reconvened Meeting;
 - b) proofs of claim received in these proposal proceedings;
 - c) affairs of Purdy and in particular the status of the CCAA proceedings;
 - d) actual cash collections and disbursements of Purdy for the period of January 25, 2013 to May 3, 2013 (the “Reporting Period”); and

- e) Trustee's recommendations.
5. Capitalized words or terms not defined or ascribed a meaning in the Trustee's Ninth Report are as defined or ascribed a meaning in the first report of the Trustee (the "Trustee's First Report"), the second report of the Trustee (the "Trustee's Second Report"), the third report of the Trustee (the "Trustee's Third Report"), the fourth report of the Trustee (the "Trustee's Fourth Report"), the fifth report of the Trustee (the "Trustee's Fifth Report"), the sixth report of the Trustee (the "Trustee's Sixth Report"), the seventh report of the Trustee (the "Trustee's Seventh Report"), the eighth report of the Trustee (the "Trustee's Eighth Report") and the Proposal.
 6. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

7. In preparing this Ninth Report, the Trustee has relied upon unaudited financial information, Purdy's records and discussions with various advisors of Purdy. The Trustee 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 Purdy's assumptions regarding future events and actual results achieved may vary from this information and the variations may be material.

LIMITATION IN SCOPE OF REVIEW

8. The Ninth Report has been prepared by the Trustee pursuant to the rules and regulations set out in the BIA. The BIA provides that the Trustee shall incur no liability for any act or omission pursuant to its appointment or fulfillment of its duties, save and except for gross negligence or wilful misconduct on its part.
9. This Ninth Report is not and should not be construed or interpreted as an endorsement, comment or recommendation to any creditor, prospective investor,

or any person to advance credit and/or goods and services or to continue to provide credit and/or goods and services or to lend monies to Purdy during these proceedings and/or at any other time.

10. The Trustee has not audited or reviewed the assets of Purdy, and with respect to such assets, has relied to a significant degree upon information provided by Purdy.
11. The Trustee is specifically not directed or empowered to take possession of the assets of Purdy or to manage any of the business and affairs of Purdy.

BACKGROUND

12. Purdy is a businessman who has been involved in the Alberta and British Columbia commercial real estate markets for many years. Purdy conducts his real estate development and related activities through a number of entities owned directly and indirectly, legally and beneficially, by Purdy.
13. The majority of Purdy's entities are currently operating under a stay of proceedings under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "CCAA") (collectively, these entities are referred to as the "Purdy Companies"), pursuant to an order of the Court of Queen's Bench of Alberta (the "Initial Order"), dated December 1, 2011. Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed monitor of the Purdy Companies (the "Monitor").
14. Further background on Purdy and the Purdy Companies is contained in the materials filed in support of the application for the Initial Order and extensions of the Initial Order, including various affidavits of Purdy, the Trustee's previous eight reports in these proceedings and the Monitor's eleven reports filed in the CCAA proceedings. These documents, together with other information regarding the NOI and proposal of Purdy have been posted by the Trustee on its website at: www.amcanadadocs.com/purdy.

THE FEBRUARY 20TH RECONVENED MEETING

15. The February 20th Reconvened Meeting occurred at 10:00 a.m., at the office of Denton Canada LLP (“Dentons”), Suite 2900, 10180-101 Street, Edmonton, Alberta to advise the creditors on the further investigation of the affairs of Purdy and his Proposal as directed at the FMOC; to give direction to the Trustee as the creditors may see fit with reference to the administration of the estate; and to vote on the Proposal or any further adjournment of the meeting. Minutes of the February 20th Reconvened Meeting are attached as Appendix A. In addition, minutes of the January 25, 2013 reconvened meeting (the “January 25th Reconvened Meeting”) of creditors are also attached as Appendix B to this report.
16. At the February 20th Reconvened Meeting, the amended proposal of Purdy dated October 9, 2012 (the “Amended Proposal”) was also presented to the creditors in attendance at this meeting. The Amended Proposal reflected certain changes as voted and passed by the creditors at the October 9th Reconvened Meeting, amending clause 14 by changing the time period after the “Effective Date” from 15 months to 12 months. A copy of the Amended Proposal is attached as Appendix C to this report.
17. The vote on the Proposal by the creditors was not conducted as the creditors voted unanimously in favour to adjourn the meeting pursuant to s.52(a) of the BIA to enable further appraisal and investigation of the affairs and property of Purdy by the Trustee, without prejudice to further adjournment. The February 20th Reconvened Meeting was adjourned to May 16, 2013 at the office of Dentons at 4:00 pm.

INVESTIGATION OF AFFAIRS OF PURDY

18. Purdy continues to be cooperative and forthcoming with the Trustee during his Proposal proceedings. The Trustee is not aware of any change in the circumstances of Purdy’s activities and/or personal affairs, other than the updates discussed below.

19. On May 9, 2013, the Trustee obtained verbal confirmation from Purdy that all of his assets that were previously reported on his statement of affairs on December 1, 2011 with the Trustee and office of the superintendent of bankruptcy were still owned and in Purdy's possession (other than the certain assets that were previously sold and reported to this Court as outlined in the Trustee's prior reports).

CCAA Proceedings

20. On February 19, 2013, an order was granted by the Court of Queen's Bench of Alberta in the CCAA proceedings extending the stay of proceedings to May 24, 2013. In connection with this application, the Monitor has provided eleven reports to the Court regarding, amongst other things, an update on the Purdy Companies' operational and restructuring activities to date. A copy of the Monitor's last report filed on May 10, 2013 (the "Monitor's 11th Report") is available on the Monitor's website.

PROOFS OF CLAIM UPDATE

21. The Trustee is aware that the Court has rendered a number of decisions with respect to disallowed claims that were appealed and the appeals heard during the week of the Claims Hearing Dates. To date, the Court rejected the appeal of 10 claims totaling approximately \$18.9 million filed by claimants against Purdy. There are no appealed claims requiring determination by the Court at this time. In addition, total filed claims of approximately \$16.1 million have also been disallowed by the Trustee (and not disputed by the claimant) or have been completely withdrawn by the claimant in these Proposal proceedings.

**ACTUAL RECEIPTS & DISBURSEMENTS OF PURDY – JANUARY 25, 2013
TO MAY 10, 2013**

22. The Trustee was advised by Purdy that the only receipts collected by Purdy during January 25, 2013 to May 10, 2013 (the “Reporting Period”) were from management fees received from the Purdy Companies. The Trustee understands that these receipts were used for personal living expenses of Purdy. The Trustee requested, but has not received from Purdy, a copy of his bank statements during the Reporting Period. Purdy has advised that he is making arrangement with his bank to get us these bank statements forthwith.

Professional Fee Retainer

23. Below is a chart outlining the remaining retainer balance held by the Trustee that was received from the CCAA proceedings, invoices paid to date, outstanding invoices and accrued amounts outstanding and the total fees earned during the NOI proceedings:

| John (Jack) Kenneth Purdy Professional Fee Reconciliation December 2, 2011 to May 10, 2013 | | | | |
|---|---|--------------------------|--|--------------------------------------|
| | Remaining retainer balance | Invoices paid | Outstanding invoices and estimated accruals | Fees incurred to date |
| Proposal Trustee retainer | 9,500 | 100,407 | 30,000 | 130,407 |

24. As previously reported, the Trustee has been paid approximately \$100,400 to date on its professional fee invoices in these NOI proceedings. There is one outstanding invoice that has not been paid totalling \$24,939.62 (includes GST) that covers fees incurred between June 30, 2012 to April 30, 2013. It is also estimated that an additional \$5,000 will be incurred from May 1 to May 16, 2013 in professionals relating to the Trustee’s preparation of the Trustee’s Ninth

Report, communication with stakeholders' and creditors and attendance at the May 16, 2013 reconvened meeting. The Trustee's maintains a retainer of approximately \$9,500 to be applied against future fees and currently requires a payment of \$24,950 from Purdy to pay the current invoice as discussed above.

25. It is anticipated these funds will either be funded from the sale of real property owned by Purdy or through a re-advance of a portion of the "initial advance" authorized from the CCAA proceedings to the Proposal proceedings.

RECOMMENDATION

26. The Trustee recommends that the Unsecured Creditors support Purdy's Proposal (as later amended as the Amended Proposal) for the reasons set out in the Fifth Report.

All of which is respectfully submitted this 15th day of May, 2013.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as Trustee under the Notice
of Intention to Make a Proposal of
John (Jack) Kenneth Purdy**



Tim Reid, CA•CIRP
Senior Vice-President



Orest Konowalchuk, CA•CIRP
Senior Manager

APPENDIX A

| | | | | |
|---|---|-----------------------------|----------------|-----------------------------|
| <p style="text-align: center;">PROPOSAL</p> <p style="text-align: center;">MINUTES OF THE THIRD RECONVENED FIRST MEETING OF CREDITORS</p> | <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">PROVINCE Alberta</td> <td style="width: 33%;">DISTRICT #2</td> <td style="width: 33%;">JUDICIAL CENTRE Edmonton</td> </tr> </table> | PROVINCE Alberta | DISTRICT #2 | JUDICIAL CENTRE Edmonton |
| PROVINCE Alberta | DISTRICT #2 | JUDICIAL CENTRE Edmonton | | |
| <p>IN THE MATTER OF THE PROPOSAL OF John (Jack) Kenneth Purdy</p> | <p>ESTATE NUMBER 24-1568045</p> <p>TRUSTEE APPOINTED BY OFFICIAL RECEIVER: Alvarez & Marsal Canada Inc.</p> | | | |
| <p>LOCATION OF MEETING: Office of Fraser Milner Casgrain Suite 2900, 10180 – 101 Street, Edmonton, Alberta T5J 3V5</p> | <p><u>CHAIRMAN OF MEETING:</u> Orest Konowalchuk, CA-CIRP</p> <p><u>SECRETARY:</u> Orest Konowalchuk, CA-CIRP</p> <p>DATE OF MEETING: TIME OF MEETING: FEBRUARY 20, 2013 10:00 am</p> | | | |

1. INTRODUCTION

The Chairman introduced himself, the Secretary and Counsel to the Proposal Trustee. John (Jack) Kenneth Purdy (the "Debtor") and Counsel to the Debtor were unable to attend today's reconvened meeting.

The Chairman explained to the creditors that this meeting was the 3rd reconvened meeting from the original first meeting of creditors ("FMOC") that was held back on June 22, 2012. The FMOC was adjourned to October 9, 2012 (the "October 9th Reconvened Meeting") pursuant to s.52(a) of the BIA to enable further appraisal and investigation of the affairs and property of the Debtor by the Proposal Trustee. The October 9th Reconvened Meeting was held and adjourned by the creditors January 25, 2013 (the "January 25th Reconvened Meeting") at the offices of Fraser Milner Casgrain LLP in Edmonton. The January 25th Reconvened Meeting was held and further adjourned by the creditors to today's meeting (the "February 20th Reconvened Meeting").

2. PRESENT

☒ See attached attendance list.

3. QUORUM

The Chairman examined the Proofs of Claim and the meeting was duly convened. The Chairman indicated that it held the proxies for Axxess creditor groups (representing 131 creditors with an

accepted unsecured claim value for voting purposes of \$8,156,094). CRA, as represented by its proxy holder and Counsel Mr. George Body, was also present for this meeting and was holding an accepted unsecured claim value for voting purposes of \$2,573,653.

- ☒ There was a legally constituted quorum.

4. MEETING CALLED TO ORDER

- ☒ The Chairman called the meeting to order at 10:09 A.M
- ☒ Mr. Konowalchuk stated that the purpose of the meeting was to: a) advise the creditors on the further investigation of the affairs of the Jack Purdy and his Proposal as directed at the First Meeting of Creditors; b) give direction to the trustee as the creditors may see fit with reference to the administration of the estate; and c) vote on the Proposal or any further adjournment of the meeting.

5. DOCUMENTS TABLED

- ☒ The eighth report of the Trustee (the "Trustee's Eighth Report") on the further investigation of the affairs of the Debtor and his Proposal.
- ☒ Amended Proposal of John (Jack) Kenneth Purdy dated October 9, 2012

6. PRESENTATION OF TRUSTEE'S REPORT TO CREDITORS

- a. Mr. Konowalchuk delivered an overview of the Eighth Report and provided the following specific information to the creditors:
 - i. An update on the investigation of affairs of the Debtor
 - ii. An update on the status of the CCAA proceedings
 - iii. Claims update and status of the sale of 8335 Meshers Road
- b. Mr. Konowalchuk asked the creditors if there were any questions and/or comments relating the Eight Report and the Proposal Trustee's recommendation as indicated in this report.
 - i. No questions/concerns on the Eighth Report were addressed by the creditors.

6. PRESENTATION OF THE AMENDED PROPSOAL

- a. Mr. Konowalchuk delivered an overview of the Amended Proposal and provided the following specific information to the creditors:
 - i. The amended Proposal reflects the request made by Axxess at the October 9, 2012 reconvened creditors meeting to clause 14 changing the time period after the "Effective Date" from 15 months to 12 months. This change was agreed to and

accepted by John (Jack) Kenneth Purdy and the respective amendments relating to this change were made throughout the Proposal.

- b. Mr. Konowalchuk asked the creditors if there were any questions and/or comments relating Amended Proposal.
 - i. No questions/concerns on the Amended Proposal were addressed by the creditors.

7. QUESTION PERIOD

No questions were asked by the creditors present during the question period.

A motion was put forward by CRA to accept the Eighth Report and January 25, 2013 minutes.

Motion:

“To accept the Eighth Report and January 25, 2013 minutes, as presented”

Second: Trustee, as proxy holder for the Axxess creditor group

☒ Motion moved by CRA – approved unanimously

A second motion was put forward by CRA to adjourn the creditors meeting to a later date.


Motion:

“To adjourn the creditor meeting for further investigation of the affairs of John (Jack) Kenneth Purdy and the claims filed by creditors and/or whether creditors wish to vote on the Amended Proposal and to be reconvened to May 16, 2013 at 4:00 PM at the offices of Fraser Milner Casgrain LLP in Edmonton, without prejudice to further adjournment”

Second: Trustee, as proxy holder for the Axxess creditor group

☒ Motion moved by CRA – approved unanimously

THE MEETING WAS ADJOURNED AT 10:24 AM



Orest Konowalchuk, CA-CIRP
Chairman and Secretary of the Meeting

APPENDIX B

| | | | |
|---|--|----------------|-----------------------------|
| PROPOSAL | PROVINCE Alberta | DISTRICT #2 | JUDICIAL CENTRE Edmonton |
| MINUTES OF THE SECOND RECONVENED FIRST MEETING OF CREDITORS | ESTATE NUMBER 24-1568045 | | |
| IN THE MATTER OF THE PROPOSAL OF John (Jack) Kenneth Purdy | TRUSTEE APPOINTED BY OFFICIAL RECEIVER: Alvarez & Marsal Canada Inc. | | |
| LOCATION OF MEETING: Office of Fraser Milner Casgrain Suite 2900, 10180 – 101 Street, Edmonton, Alberta T5J 3V5 | CHAIRMAN OF MEETING: Tim Reid, CA-CIRP SECRETARY: Tim Reid, CA-CIRP DATE OF MEETING: JANUARY 25, 2013 TIME OF MEETING: 11:00 am | | |

1. INTRODUCTION

Aside from the proxies held by Alvarez and Marsal Canada Inc., there were no other creditors in attendance at the meeting. The Chairman had previously discussed the meeting with counsel for CRA, counsel for creditors represented by Bruce Mintz and a representative of Axxess. Since the CCAA process for the Purdy Group Company's continue under creditor protection and many disputed claims have not yet been determined, the above-mentioned creditors acknowledged that a further adjournment to the first meeting of creditors would be preferred until after the next CCAA stay extension was heard on February 19, 2013.

2. PRESENT

☒ See attached attendance list.

3. QUORUM

The Chairman examined the Proofs of Claim and the meeting was duly convened.

☒ There was a legally constituted quorum.

4. MEETING CALLED TO ORDER

☒ The Chairman called the meeting to order at 11:05 A.M

☒ Mr. Reid stated that the purpose of the meeting was to: a) advise the creditors on the further investigation of the affairs of the Jack Purdy and his Proposal as directed at the

First Meeting of Creditors; b) give direction to the trustee as the creditors may see fit with reference to the administration of the estate; and c) vote on the Proposal or any further adjournment of the meeting.

5. DOCUMENTS TABLED

- ☒ Proposal of John (Jack) Kenneth Purdy and certificate of filing of Proposal by the official receiver;
- ☒ The eighth report of the Trustee (the "Trustee's Eighth Report") on the further investigation of the affairs of the Debtor and his Proposal.

6. PRESENTATION OF TRUSTEE'S REPORT TO CREDITORS

- a. There being no other creditors personally present, presentation of the Trustee's Report was dispensed with.

7. QUESTION PERIOD

There being no creditor personally present the question period was dispensed with.

A motion was then put forward by the Trustee, using the one of Axxcess' proxies to adjourn the meeting.


Motion:

"To adjourn the Proposal meeting and to be reconvened to February 20, 2013 at 10:00 AM at the offices of Fraser Milner Casgrain LLP, without prejudice to further adjournment"

Second: A second Axxcess Proxy held by the Proposal Trustee

- ☒ Motion moved by Axxcess – approved unanimously

THE MEETING WAS ADJOURNED AT 11:30 AM



Tim Reid, CA-CIRP
Chairman and Secretary of the Meeting

APPENDIX C

COURT FILE NUMBER BE03-568045

Clerk's Stamp

ESTATE NUMBER 24-1568045

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

APPLICANT IN THE MATTER OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c.B-3, AS
AMENDED

AND IN THE MATTER OF THE PROPOSAL OF
JOHN KENNETH PURDY OTHERWISE KNOWN
AS JACK PURDY

DOCUMENT **AMENDED PROPOSAL OF JOHN (JACK)
KENNETH PURDY**

OCTOBER 9, 2012

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT

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File: 3005-001

PROPOSAL

RECITALS

- A. John (Jack) Kenneth Purdy ("Purdy") is an individual residing in the City of Edmonton, in the Province of Alberta.
- B. On December 2, 2011 Purdy filed a Notice of Intention to File a Proposal ("NOI Proceedings"). The NOI Proceedings were extended until June 2, 2012 and no further extensions are available under the Act.
- C. The most significant property of Purdy is his 100% ownership of various corporations described in Schedule I ("Purdy Companies").
- D. The Purdy Companies are operating in proceedings under the CCAA ("CCAA Proceedings"). Alvarez and Marsal Canada Inc., is the Court appointed Monitor in the CCAA Proceedings. The CCAA Proceedings commenced on December 2, 2011. The stay under the CCAA Proceedings has been extended until June 29, 2012 and it is likely the Purdy Companies will seek a further extension before any plan is put forward to creditors under the CCAA Proceedings.
- E. The CCAA Proceedings and the NOI Proceedings are inextricably linked together and any proposal to Purdy's Creditors should consider and include the outcome of the CCAA Proceedings.
- F. John (Jack) Kenneth Purdy, the above-named debtor, hereby submits the following Proposal to his creditors pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3.

NOW THEREFORE Purdy hereby proposes and presents this Proposal under and pursuant to the Act:

PART I
INTERPRETATION

1. In this Proposal:
- (a) “**Act**” means the *Bankruptcy and Insolvency Act*, as it may be amended from time to time;
 - (b) “**Assets**” means all of the right title and interest of Purdy in the Purdy Companies as listed in Schedule “I” and property that Purdy is proposing to sell for the benefit of the Creditors, as listed in Schedule “II” to this Proposal;
 - (c) “**Business Day**” means a day, other than a Saturday or Sunday or a day observed as a holiday pursuant to the laws of the Province of Alberta or the federal laws of Canada, on which banks are generally open for business;
 - (d) “**CCAA Proceedings**” means proceedings taken up by the Purdy Companies under the Companies’ Creditors Arrangement Act.
 - (d) “**Claim**” means any indebtedness, liability, action, cause of action, suit, debt, due, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever of Purdy to any person whether liquidated, unliquidated, fixed, contingent, matured, legal, equitable, secured, unsecured, present, future, known or unknown, and whether by guarantee, surety or otherwise, incurred or arising or relating to the period prior to the Filing Date, or based in whole or in part on facts, contracts or arrangements which occurred or existed prior to the Filing Date, together with any other claims provable in bankruptcy had Purdy become bankrupt on the Filing Date, including without limitation, claims arising from the abandonment of any premises or the repudiation, disclaimer or termination of any lease, license, contract, arrangement or contract of employment prior to the Filing Date, providing that all such claims shall be allowed without allowance for interest after the Filing Date and without allowance for penalties and net of any normal discounts. All Claims must be converted to Canadian Dollars at the Bank of Canada Daily Foreign Exchange Rate at the Filing Date. The U.S. Dollar Daily Foreign Exchange Rate at the Filing Date for the conversion of US Dollars to Canadian Dollars was 1.0183;
 - (e) “**Claim Value**” means the value of a Creditor’s claim against Purdy, as at the Distribution Date: Claim Value shall be determined by deducting from a Creditor’s Proven Claim: (i) any amount actually received by the Creditor or anticipated or estimated to be received by the Creditor from any party who is jointly and severally liable with Purdy, including the Purdy Companies, with respect to the claim comprising the Proven Claim, including but not limited to amounts resulting from the realization on assets owned by parties other than

Purdy. The Trustee shall notify each Creditor with a Proven Claim of its Claim Value at least 45 days prior to the Distribution Date. If the Creditor objects to the Trustee's determination of its Claim Value, the Creditor or the Trustee can apply to the Court for a determination of the Creditor's Claim Value;

- (f) **"Court"** means the Court of Queen's Bench of Alberta, in Bankruptcy;
- (g) **"Creditor"** means any person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager or other person acting on behalf or in the name of such person;
- (h) **"Creditors' Meeting"** means the special meeting of the Creditors called for the purpose of considering and voting upon the Proposal;
- (i) **"Distribution Date"** means the earlier of the day that is twelve (12) months after the Effective Date, or a date to be established by Purdy within 50 days after the CCAA proceedings are concluded and any sales proceeds required from the final sale of the Schedule II property to be sold by Purdy have been received from the purchaser of such Asset;
- (j) **"Effective Date"** means the date on which this Proposal is approved by the Court, after being approved by the required majority of Purdy's Creditors;
- (k) **"Excluded Assets"** means the assets of Purdy that will be retained by Purdy under this Proposal, as listed in Schedule "III" to this Proposal;
- (l) **"Filing Date"** means the date on which Purdy filed his Notice of Intention to make a Proposal under the Act, namely December 2, 2011;
- (m) **"Final Order"** means an order of the Court approving this Proposal to be granted pursuant to the provisions of the Act, the appeal period having expired and no appeal having been filed, or any appeal therefrom having been dismissed and such dismissal having become final;
- (n) **"Official Receiver"** shall have the meaning ascribed thereto by the Act;
- (o) **"Net Proceeds"** means the net proceeds to which Purdy shall become entitled to receive from the Assets (which if from a sale of Assets shall represent the gross proceeds of sale, less only the transaction costs of the sale)
- (p) **"Preferred Claim"** means that portion of a Proven Claim of a Preferred Creditor which entitles the Preferred Creditor to receive payment in priority to other Creditors as provided in Section 136 of the Act;
- (q) **"Preferred Creditor"** means any Creditor entitled to receive payment of all or a portion of its Proven Claim in priority to other Creditors as provided in section 136 of the Act. For voting purposes Preferred Creditors fall into and form part of the class of Unsecured Creditors in respect of their Preferred Claim;

- (r) **“Proposal”** means this Proposal made pursuant to the Act, as further amended or supplemented from time to time;
- (s) **“Proven Claim”** means the Claim of a Creditor approved by the Trustee pursuant to Part 3 as owing to such Creditor by Purdy;
- (t) **“Secured Claim”** means that portion of a Proven Claim of a Secured Creditor that is secured by valid security against any asset of Purdy;
- (u) **“Secured Creditor”** means any Creditor who has valid security against any asset of Purdy with respect to its Proven Claim;
- (v) **“Trustee”** means Alvarez & Marsal Canada Inc., or its duly appointed successor or successors;
- (w) **“Unsecured Claim”** means that portion of a Proven Claim that is not a Preferred Claim or a Secured Claim;
- (x) **“Unsecured Creditor”** means a Creditor having a Proven Claim other than a Secured Creditor; and
- (y) **“Voting Letter”** shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Creditor prior to the Creditors’ Meeting.

Heading

2. The divisions of this Proposal into parts, paragraphs and subparagraphs, and the insertion of headings herein, is for convenience of reference only and is not to affect the construction of interpretation of this Proposal.

Numbers, etc.

3. In this Proposal, where the context requires, a word importing the singular number will include the plural and vice versa and a word or words importing gender will include all genders.

Date for Action

4. In the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day that is a Business Day.

Time

5. All times expressed herein are in local time in Edmonton, Alberta, Canada, unless otherwise stipulated. Where the time for anything pursuant to the Proposal on a particular date is unspecified herein, the time shall be deemed to be 5:00 p.m. local time in Edmonton, Alberta, Canada.

Currency

6. Unless otherwise stated herein, all references to currency in this Proposal are to lawful money of Canada ("Canadian Dollars").

Successors and Assigns

7. This Proposal will be binding upon and will enure to the benefit of the heirs, administrators, executors, personal representatives, successors and assigns of all persons named or referred to herein including, without limitation, all Creditors.

Accounting Principles

8. Accounting terms not otherwise defined have the meanings assigned to them in accordance with Canadian generally-accepted accounting principles.

Statutory References

9. Except as otherwise provided herein, any reference in the Proposal to a statute includes all regulations and amendments made under that status or regulation(s) in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation(s).

PART 2**TREATMENT OF CREDITORS****Purpose of Proposal**

10. The purpose of this Proposal is to allow a restructuring of the affairs of Purdy, for the benefit of the Creditors. It is expected that all Creditors will derive a greater benefit from the restructuring being conducted by Purdy and the Purdy Companies, than they would from a forced liquidation of Purdy's Assets and Excluded Assets.

Purdy Companies Distributions and Sale of Property

11. Purdy is a creditor and the direct or indirect 100% shareholder of the Purdy Companies. The Purdy Companies are restructuring their affairs under the CCAA. Under this Proposal, Purdy, as a creditor and/or shareholder expects to receive distributions from the CCAA Proceedings by or before the Distribution Date. All the Net Proceeds from the CCAA Proceedings shall be placed into trust with the Trustee, to be held for the sole and exclusive purpose of funding the distributions under this Proposal.

12. If the Net Proceeds received from the CCAA Proceedings are not sufficient to pay all Proven Claims, Purdy shall forthwith upon becoming aware of that fact sell the property listed in Schedule II in consultation with the Trustee, and shall obtain the consent of the Trustee prior to completing any such sale. All the Net Proceeds from the sale of the Schedule I property shall be placed into trust with the Trustee, to be held for the sole and exclusive purpose of funding the distributions under this Proposal

Distributions to Creditors

13. On the Distribution Date, the Trustee shall after paying its proper fees and expenses set out in paragraphs 27 and 28 and subject to paragraph 15 distribute the remaining Net Proceeds as follows:

- (a) first, the Trustee shall distribute to the Secured Creditors with Proven Claims, the Net Proceeds, up to 100% of their Claim Values as at the Distribution Date;
- (b) second, the Trustee shall after payments required under paragraph 26 distribute to the Unsecured Creditors with Proven Claims, the remaining balance of the Net Proceeds, *pari passu*, (but in no event shall a Creditor receive more than its Proven Claim) based on their respective Claim Values as at the Distribution Date.

14. If all the Net Proceeds have not been received by the date that is twelve (12) months after the Effective Date, the Trustee shall make a distribution of all Net Proceeds received to that time as set out in paragraphs 13 and 15. Purdy shall transfer all Assets remaining at that time to Purdy Holdco. The Inspectors shall determine the manner in which the Creditors shall realize the value in Purdy Holdco whether by a distribution of the shares of Purdy Holdco in the same manner as the distribution of Net Proceeds set out in paragraph 13 hereof, or otherwise.

Superintendent's Levy

15. The Superintendent's levy shall be paid to the Superintendent at the same time any distributions of Net Proceeds or shares of Purdy Holdco are made under this Proposal.

PART 3

PROCEDURE FOR VALIDATION OF CLAIMS

Allowance or Disallowance of Claims by the Trustee

16. Upon receipt of a completed proof of claim, the Trustee shall examine the proof of claim and shall allow or disallow same, in whole or in part, and shall notify each Creditor whose claim is disallowed in whole or in part of the amount of its Proven Claim, as applicable. The Creditors will have the right to appeal to the Court and obtain a Court determination of the Creditor's Proven Claims, in accordance with the Act. The Proven Claim of a Creditor will be the amount accepted by the Trustee or determined by the Court, as the case may be, all in accordance with the provisions of the Act.

PART 4

MEETING OF CREDITORS

Creditors' Meeting

17. On June 22, 2012, Purdy shall hold the Creditors' Meeting for the Creditors to consider and vote upon the Proposal.

Time and Place of Meeting

18. The Creditors' Meeting shall be held at a time and place to be established by the Official Receiver, or the nominee thereof and confirmed in the notice of meeting to be mailed pursuant to the Act. All proofs of claims shall be delivered in accordance with the provisions of the Proposal, the Act and any order which may be issued by the Court in respect of the procedure governing the Creditors' Meeting.

Voting by Creditors

19. Each Creditor shall be entitled to vote to the extent of the amount which is equal to the Creditors' Proven Claim.

Approval by Creditors

20. In order that the Proposal is binding on all of the Creditors of Purdy in accordance with the Act, it must first be accepted by each class of Creditors by a majority in number of the Creditors who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter and representing two-thirds in value of the Proven Claims of the Creditors of each class who actually vote upon the Proposal (in person or by proxy) at the Creditors' Meeting or by a Voting Letter.

Inspectors

21. At the Creditors' Meeting, the Creditors may appoint one or more, but not more than five, inspectors under this Proposal, who will have no personal liability to Purdy or to the Creditors, and whose power shall be limited to:

- (a) the power to advise the Trustee in respect of such matters as may be referred to the inspectors by the Trustee;
- (b) the power to advise the Trustee concerning any dispute that may arise to the validity or quantum of claims of Creditors under this Proposal, where the Trustee requests such assistance;
- (c) the power to determine the manner in which the value in Purdy Holdco shall be realized by the Creditors under this Proposal;
- (d) the power to approve on behalf of the Creditors of Purdy any decision of the Trustee relating to any matter not contained in this Proposal which the Trustee may refer to them from time to time, including any extension of time of payment required under this Proposal;
- (e) the power to waive any default in the performance of this Proposal. The Trustee shall notify the Inspectors of any default of which the Trustee becomes aware and the Trustee shall hold a meeting of Inspector following such notice for the purpose of obtaining the instructions of the Inspectors with respect to such a default and the steps to be taken.

Decisions of Inspectors

22. Any decision, direction or act of the Inspectors may be referred to the Court by the Trustee and the Court may confirm, revoke or vary the decision, direction or act of the Inspectors and make such other order as it thinks just.

Valuation of Claims

23. The procedure for valuing Claims of Creditors and resolving disputes with respect to such Claims will be as set forth in Part 3 and in the Act. Purdy or the Trustee or both reserve the right to seek the assistance of the Court in determining the Claim Value of any Creditor if required to ascertain the result of any vote on the Proposal or the amount payable or to be distributed to such Creditor under the Proposal, as the case may be.

PART 5

DISTRIBUTIONS

Implementation of Proposal

24. If the Proposal is approved as provided for in Part 4, then the Trustee shall make the Distributions as set out in paragraphs 13, 14 and 15.

Crown Claims

25. Her Majesty in Right of Canada and in Right of Alberta will be paid in full by Purdy, within 6 months after Court approval of this Proposal, of all amounts that were outstanding at the time of filing the notice of intention, and are of a kind that could be subject to demand under:

- (a) subsections 224(1.2) of the *Income Tax Act*;
- (b) any provision of the *Canada Pension Plan* or of the *Employment Insurance Act* that refers to subsection 224(1.2) of the *Income Tax Act* and provides for the collection of a contribution, as defined in the *Canada Pension Plan*, or an employee's premium, or employer's premium, as defined in the *Employment Insurance Act*, and of any related interest, penalties or other amounts; or
- (c) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the *Income Tax Act*, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum
 - (i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the *Income Tax Act*; or
 - (ii) is of the same nature as a contribution under the *Canada Pension Plan* if the province is a "province providing a comprehensive pension plan" as

defined in subsection 3(1) of the *Canada Pension Plan* and the provincial legislation establishes a “provincial pension plan” as defined in that subsection.

Preferred Creditors

26. Preferred Claims are to be paid in full in priority to all Proven Claims of Unsecured Creditors.

Payment of Fees and Expenses

27. All proper fees and expenses of the Trustee and reasonable legal and other professional fees of and incidental to the proceedings and transactions arising out of this Proposal and in connection with the preparation of this Proposal, and in the administration of this Proposal, including advice to Purdy in connection therewith, will be paid in priority to all Claims. The Net Proceeds shall be used to pay such fees and the expenses of Purdy.

28. The proper fees and expenses of the Trustee and its counsel shall be determined based on the Trustee’s standard rate times hours spent, as agreed to with Purdy in the NOI Proceedings.

PART 6

EVENTS OF DEFAULT

29. The following event will constitute an event of default for the purpose of section 63 of the Act and otherwise under this Proposal:

- (a) the failure of Purdy to sell and/or transfer all the Assets on or before the day that is 12 months after the Effective Date.

PART 7
TRUSTEE

Confirmation of Appointment

30. The Trustee is acting in its capacity as Trustee and not in its personal capacity and no officer, director, employee or agent of the Trustee shall incur any obligations or liabilities in connection with this Proposal or in connection with the business or liabilities of Purdy.

Discharge of Trustee

31. Upon making the distributions contemplated in Part 5, the Proposal shall be fully performed and the Trustee shall be entitled to apply for its discharge as Trustee hereunder. For greater certainty, the Trustee will not be responsible or liable for any obligations of Purdy and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful or wrongful act or default.

Trustee's Report

32. The Trustee shall report to the Creditors and the Court on a 60 day basis, within fifteen days following the end of each 60 day period, during the period between the Effective Date and the Distribution Date.

PART 8
CONDITIONS PRECEDENT

33. The performance of this Proposal by Purdy shall be conditional upon the fulfillment or satisfaction of the following conditions within thirty (30) Business Days following the issuance of the Final Order:

- (a) all approvals and consents to the Proposal that may be required have been obtained;
- (b) the Final Order has issued and it is efficacious in accordance with paragraph 1(m) of this Proposal; and

- (c) no order or decree restraining or enjoining the consummation of the transactions contemplated by this Proposal has been issued.

PART 9

RELEASE

34. Upon the Effective Date, Purdy shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action as of the Filing Date.

35. This release shall have no force or effect if Purdy becomes bankrupt before the terms of the Proposal are performed. After Purdy has performed his obligations to sell and/or transfer the Assets to Purdy Holdco, this release shall become unconditionally and irrevocably effective.

36. Sections 91 to 101 of the Act shall not apply to any dealings by Purdy having taken place during the period prior to or after the Filing Date.

PART 10

MISCELLANEOUS

Consents, Waivers and Agreements

37. On the Effective Date, all Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Creditor will be deemed to have waived any default by Purdy in any provision, express or implied, in any agreement existing between the Creditor and Purdy that has occurred on or prior to the Filing Date, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

Further Actions

38. Purdy and the Creditors will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Proposal and to give effect to the transactions contemplated hereby.

Performance

39. All obligations of Purdy under this Proposal will commence as of the Effective Date. All obligations of Purdy under this Proposal will be fully performed for the purposes only of section 65.3 of the Act upon Purdy having sold all the Assets and paid the Net Proceeds of such sales to the Trustee provided for herein.

Binding Effect

40. The provisions of this Proposal will be binding on the Creditors and Purdy, and their respective heirs, executors, administrators, successors and assigns, upon issuance of the Final Order and it being efficacious in accordance with paragraph 1(m) of this Proposal.

PART 11

ANNULMENT OF PROPOSAL

Annulment

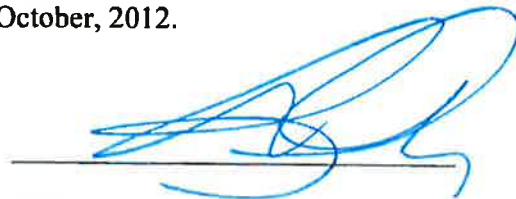
41. If this Proposal is annulled by an order of the Court, all payments on account of Claims made pursuant to the terms of this Proposal will reduce the Claims of Creditors.

PART 12

MODIFICATION

42. Purdy may propose amendments to the Proposal at any time prior to the conclusion of the Creditors' Meeting provided that any such amendment does not reduce the rights and benefits given to the Creditors pursuant to the Proposal before such amendment and that any and all amendments shall be deemed to be a part of and incorporated into the Proposal.

DATED at Calgary, this 9th day of October, 2012.



JOHN (JACK) KENNETH PURDY