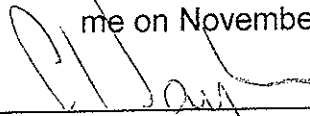


This is exhibit D referred to in the affidavit of JOHN KENNETH PURDY sworn before
me on November 25, 2011.



A Commissioner of Oaths for
the Province of Alberta

CONAN J. TAYLOR
Barrister and Solicitor

PRINT NAME AND EXPIRY/LAWYER

APPRAISAL REPORT

Valuation of Improved Property - Land, Buildings and Site Improvements.
HALF MOON LAKE RESORT

Portion S.E. 1/4 Section 6-52-21-W4,
containing 139 acres (56.3 hectares), more or less.

Excepting thereout all Mines and Minerals.

Registered Owner - Half Moon Lake Resort Ltd.

Location: Strathcona County - HALF MOON LAKE RESORT - 10 miles east of Edmonton, Alberta.

Effective Date: August 11, 2011 (Inspection Date).

Prepared at the request of the registered owner, Half Moon Lake Resort Ltd. (Attention: Jack Purdy)
to indicate the current market value as required for both internal and financial related matters.

ROBERT L. BOTTEN
B.Sc.(Agr.), P.Ag., AACI

RLB PROPERTY APPRAISALS LTD.
#204, 9605 - 41 Avenue
Edmonton, Alberta
T6E 5X7

OUR FILE: 11-8760 RLB

R L B Property Appraisals Ltd.

ACCREDITED APPRAISERS - PROPERTY MANAGERS
COMMERCIAL - INDUSTRIAL - RURAL

ROBERT L. BOTTEN
B.Sc., P.Ag., AACI
PRESIDENT

#204 - 9605 - 41 AVENUE
EDMONTON, ALBERTA
CANADA
T6E 5X7

PHONE (780) 461-7217

FAX (780) 461-8761

YOUR FILE:

OUR FILE:

August 23, 2011

HALF MOON LAKE RESORT LTD.
Strathcona County, Alberta
V1Y 9H2

ATTENTION: Jack Purdy

Dear Sir:

RE: APPRAISAL REPORT - VALUATION OF IMPROVED PROPERTY - LAND, BUILDINGS AND SITE IMPROVEMENTS - HALF MOON LAKE RESORT, PORTION S.E. 1/4 SECTION 6-52-21-W4 CONTAINING 139 ACRES (56.3 HECTARES), MORE OR LESS, EXCEPTING THEREOUT ALL MINES AND MINERALS, EFFECTIVE DATE: AUGUST 11, 2011 (INSPECTION DATE). CLIENT: HALF MOON LAKE RESORT LTD. (REGISTERED OWNER).

In accordance with your request, a market analysis and valuation of the above captioned property has been completed for the cited effective date, according to the current use as an improved property basis land, buildings and site improvements contained within Half Moon Lake Resort that provides all the amenities for that specific use. Subject Property to be valued basis that format of an improved property with specific reference noted to the current status and level of the development today. Reference is also made to the future proposed development with upgrades and expansion to the existing resort facility that will be noted herein. A marketing time period for such a property would be 6 months (minimum) to perhaps as great as 1 to 2 years or more, to permit for adequate market exposure, as required for that type of improved residential/recreational type property. Value of the Subject is basis financial arrangements common in the marketplace for that type of developable property, typically 25 to 50 percent down payment, the remaining 50 to 75 percent as a mortgage of either the purchase price or appraised value, whichever is lower. Report is prepared according to the requirements of the Appraisal Institute of Canada and reference made to the Canadian Uniform Standards of Professional Appraisal Practice referred to as "The Standards" (CUSPAP) effective January 1, 2010 as revised for completion of the cited Appraisal Report. Appraisal Report has been prepared as per the request of the client, Half Moon Lake Resort Ltd., the registered owner as it pertains to both internal and financial related matters.

Appraisal Report will provide a summation of the current market value for the property, basis the existing status of the development as to the number of RV sites complete with services and the extensive buildings with site improvements and the required amenities for the level of development at Half Moon Lake Resort Ltd. as of the effective date. Writer will acknowledge the proposed future development as increased number of RV sites with additional buildings and site improvements to be incorporated into the concept of an expanded resort facility to provide the specific amenities that relate to that specialized use. Market value will examine the specific

(ii)

proposed stages of development with consideration given to the real property value of the specific components as they relate to that development staged format and a submission of market value stated by the writer.

Writer provides a market review status of the Subject Property with reference noted herein as to a sale history that will be applied to the market valuation of the Subject Property, as it relates to that status of Leasehold Estate Interest that would be considered a component of the Subject Property. Writer provides confirmation as to the developed RV sites contained within the existing portfolio of Half Moon Lake Resorts, being sold basis a 30 year Lease, therefore, considered to be a Leasehold Interest format of value attributed to the Subject Property. Current Certificates of Title show confirmation as to presence of a 30 year Lease for the sites, basis the time of commencement as of July, 2007, as it applies to the valuation of Leasehold Estate Interest as the format of value attributed to the Subject Property. The stated consideration as to that value for purpose of the Lease would be considered a component of value for the respective Leasehold Estate Interest, therefore, acknowledgement applied is the exclusion in the overall value for the Subject Property, as a whole, being Half Moon Lake Resort. There is also ongoing marketing of property, the remaining serviced RV sites within the Half Moon Lake Resort as to a similar Leasehold Estate Interest value as it pertains to vacant serviced land sites. Writer will acknowledge status of marketing in the overall market value summation of the Subject Property, as applied herein. Writer provides an overall market value for the Subject Property, as a whole, with a stated value that excludes the RV sites within the Leasehold Estate Interest component of the Subject Property.

Subject is contained within a rural area, Strathcona County located to the east and southeast of both the Cities of Edmonton/Hamlet of Sherwood Park, east of Highway No. 216 and north of Highway No. 14 which provides for quality access to the Subject Property. Subject Property has a desirable location being in an area where there is ongoing and future development potential for perhaps country residential acreage subdivision, as evident of developed land to date within the immediate and expanded area. A reasonable demand exists for such vacant developable residential/recreational property due to the primary location being within close commuting distance to the City of Edmonton and the Hamlet of Sherwood Park. Current market conditions are noted by the writer and the status as to the demand and marketability of such developable land is considered in regard to the valuation of the Subject Property. Marketability and status according to an applied marketing time must also recognize the applied restrictions and conditions of the development and use of the Subject Property for a resort and the permitted development status of RV serviced sites, as they exist to date and future projected increased number of similar lots must be considered as to an overall market value summation of the Subject Property. Current demand and marketability of this type of property has consideration given to the immediate use as contained within the Half Moon Lake Resort which provides extensive buildings with site improvements and services for that special purpose use. Writer acknowledges the ongoing historical use for the Subject Property and it's current status being within that development of the Half Moon Lake Resort. There will be projected growth and development of this property that will be noted in the overall market value summation according to the staged development proposed by the registered owner and acknowledged in the overall Appraisal Report.

Subject Property total land area is 139 acres (56.3 hectares), more or less basis the development to date for Half Moon Lake Resort. Writer's reference will be noted for the specific site area of the 47 sites that are contained within the development for RV serviced sites that have a Leasehold Estate Interest value and will be excluded from the market value summation of the Subject Property, as a whole. Overall size variation of those specific 47 sites, estimated to be between 1,860 to 3,040 square feet are rectangular shaped sites with proper road access provided with the services and amenities for the RV use that is permitted within the development. Writer estimates the land area applied to this land component, basis the development density permitted by Strathcona County according to the designated zoning for the Subject Property, is the equivalent of an estimated 7.75 acres (3.13 hectares), more or less. This land area as estimated will be excluded from the overall market value summation for the Subject Property land area, as a whole.

Writer notes the ongoing development of the Half Moon Lake Resort, inclusive of the Subject Property with a number of serviced sites being marketed and available for Lease as so desired. There is a large land component within Half Moon Lake Resort that would provide for the current status of services and amenities,

(iii)

in addition to possible expansion with additional proposed serviced site by the current registered owner. Good opportunity and optimism exists for future development and expansion of the Half Moon Lake Resort as it provides for the quality services with amenities that would be in demand for RV serviced lots. This status of the Subject Property coincides with the current ongoing marketing of serviced lots within that development for full occupancy as to a residential use. This is the scenario that will be detailed by the writer in the overall proposed staged development of the land component, which comprises Half Moon Lake Resort and will acknowledge the level of permitted development density for primarily RV sites within the total Subject Property.

Todate, the Subject Property has incurred development during years previously and by alternate ownership with the continuance by the current registered owner for the development and marketing of quality RV sites that are contained within the overall concept of the development referred to Half Moon Lake Resort. Todate, this development has extensive buildings with site improvements and services that permit for the amenities necessary for such typical RV development. This developed site has the serviced sites with those building improvements and extensive site improvements and amenities that are required for that use and also permit for future expansion. Writer acknowledges the current status of the Half Moon Lake Resort and the continued marketing of the serviced sites within that development as it pertains to an enhanced RV serviced site within close proximity to the City of Edmonton. Writer acknowledges potential for such an intensive development and use of a property with such a desirable location and quality road access. This status of the Half Moon Lake Resort development must be acknowledged as to a value submission for the Subject Property being serviced sites contained within that development under the stated 30 year Lease as of the effective date.

Subject Property land use designation by Strathcona County is C6 - Recreation Commercial District as stated in the Strathcona County Land Use Bylaw No. 8-2001 (As amended) as it permits the applicable land use designation for the Subject Property being acknowledged by the writer for the purpose of the Appraisal Report. This is an established land use designation that applies to the Subject Property within the Half Moon Lake Resort as it pertains to the full development of that land component for that stated use. There has been ongoing application by both the current and prior owners as to confirmation of such a land use designation that permits for the current utilization of the Subject Property, inclusive of the Half Moon Lake Resort and the intensive development of that major Resort land base.

Subject Property, as a whole, according to the stated land area of 139 acres (56.3 hectares), more or less would have a maximum development density of 844 sites, as would be permitted according to the Strathcona County designated Land Use C6 - Recreation Commercial District. This would apply to the stated level of serviced RV sites on a per acre/hectare basis of 37/15 applied to that land area. Writer will acknowledge the revised land area applied to the Subject Property as to the market value summation herein.

Proposed development density for the Subject Property, as detailed in the Appraisal Report, will be a maximum 746 serviced sites. This will consist of 696 serviced RV sites with an additional 50 serviced sites for cabins contained within the overall development of Half Moon Lake Resort. In addition to the stated density of developed sites, there will be completion of buildings with site improvements and upgrades to the existing buildings and site improvements to provide all the necessary amenities that are associated with such a quality Resort. Writer will observe and comment herein as to those stages of development, three specific stages being two additional development stages with expanded serviced sites, as compared to the current level of development as 216 serviced RV sites. There will be additional comments and a contributory value submission for all the buildings and site improvements, as a requirement for Half Moon Lake Resort.

Objective of the registered owner is for continued marketing of all the remaining serviced RV sites, with the additional 50 cabin sites at some future date, upon completion of the Half Moon Lake Resort development. These sites will continue to be marketed basis a Leasehold Estate Interest format of property acquisition, albeit some future change in format of ownership/subdivision can occur that would be suitable to Strathcona County. Market value of the Subject Property will acknowledge the status, as a whole, basis a Resort pursuant to the marketing of those specific serviced sites, according to a Leasehold Estate Interest format. The value for the

property would be attributed to the level of potential income that can be obtained from the operation of a Resort, in addition to the value of property sales for the entire 746 serviced sites to be contained thereon.

Writer applies the Direct Comparison Approach as the primary indicator of the market value for the Subject Property, as a whole, according to the current level of development, in addition to the proposed staged development for the maximum density permitted and to be acknowledged by the registered owner for Half Moon Lake Resort. This approach can also be an indicator of market value applied to the Leasehold Estate Interest that would be recognized for the current status of the Subject Property, namely 47 sites that are acknowledged under separate Leasehold Estate Interest status and the remaining 169 serviced RV sites applied to the Subject Property ownership and noted herein. Writer must examine the current status of the Subject Property, as a whole, namely the affect upon a value, if any, that relates to the existing 47 sites as a Leasehold Estate Interest status.

Market value will be provided for the completed level of density being the serviced RV/cabin sites proposed for the entire development. Consideration is given to the marketability of the Subject Property as supported by the comparables stated in the Direct Comparison Approach. This approach will provide market data as to similar quality of land parcels as serviced sites within RV developments within the various rural developments of Alberta that are ongoing with historical marketing of those land sites for that stated use. Comparables noted and detailed in the Appraisal Report require specific adjustments as to the characteristics possessed by the Subject Property and the writer's interpretation of the sale data to the current market status of the Subject Property. Writer indicates the comparables primarily relate to sales of serviced land sites, basis a fee simple interest as compared to the Subject Property, which is a Leasehold Estate Interest as an ongoing 35 year Lease. Adjustments must be noted and applied herein as to a market value of that portion as stated Leasehold Estate Interest in the Subject Property. Writer's interpretation of the marketing status for the Subject Property would recognize those sites that have been sold under Lease as Leasehold Estate Interest being excluded from the market value summation for the Subject Property, as a whole. There is an increment of value that relates to the potential income associated with the annual rental rate attributed to Half Moon Lake Resort from the Leasehold Estate Interest owners of the specific sites within the development.

Market value of the Subject Property will provide a value summation according to Scenario I "as is" being the current level of development and marketability of the existing serviced 169 RV sites, with the completed buildings, site improvements and amenities as they exist within Half Moon Lake Resort. Scenario II "as proposed development analysis" will apply to three stages of development, Phases I, II and III according to the proposed development of additional sites; Phase I - 147; Phase II - 143 and Phase III - 190 serviced RV and 50 additional serviced cabin sites for a specified time period of 5 years (minimum) up to a possible 8 year time period, as reasonable. Market value reflects the number of serviced sites with all the buildings, site improvements and amenities for that appropriate level of development density. In addition to the stated market value, the writer provides a contributory value that would be applied to each of the serviced sites, if marketed with the stated Leasehold Interest status that is prevalent as of the effective date. This is a value on a per serviced lot basis that must be considered as applied to the total number of serviced sites within that specific stage of development. Writer acknowledges the sale of these serviced sites, basis a Leasehold Interest maybe at a greater value than that stated within the market value summation, since the writer has applied a contributory value component of the total Subject Property development, basis that existing size according to the number of serviced sites with the completed buildings, site improvements and amenities for the stated use as Half Moon Lake Resort. It is most likely these serviced sites will be marketed by some means, primarily as a Leasehold Interest status as they become available for sale with the applied services. There will be a final value component to the Subject Property, which the writer considers as a residual value for the potential income stream as an operating Resort that would prevail following the full complete marketing of all the proposed serviced RV/cabin sites within the proposed development.

Direct Comparison Approach would make reference to market data examined to the Edmonton/Calgary/Red Deer MLS for such quality of serviced RV sites within the various rural areas of Alberta being applied to the Subject Property being contained within Strathcona County with the indicated amenities and characteristics of that development. These sales and possible listings of property will be examined under the criteria of the Direct Comparison Approach to provide for the adequate market summation of the Subject Property. Reference must be made to the quality of the serviced sites within the comparable market data as applied to the Subject Property to provide a value summation as it relates to land only, being a Leasehold Estate Interest.

Cost Approach would be considered a reasonable indicator of market value for the Subject as it relates to the land value, according to the density of development, with added contributory value of all buildings and site improvements that will comprise the development for the Subject Property, as a whole, being Half Moon Lake Resort. Writer acknowledges the current status as to the buildings and site improvements with further upgrades, additions and modifications to greatly enhance the contributory value aspect of those buildings and site improvements and to provide for an upgraded status as the operation being Half Moon Lake Resort.

Income Approach is considered an indicator of market value for the Subject Property, as a whole, as it pertains to the potential sources of income that can be attributed to this intensive Resort development. Writer would recognize and provide estimates as to the sources of income that pertain to the current status and level of development to date. This approach could be extrapolated as to the staged development and the future projected income according to the level of maximum serviced sites incorporated into the Half Moon Lake Resort development. There will be acknowledgement of the increased level of income associated with the occupancy level of those marketed sites and the utilization of the amenities that are contained within the resort development that provide for a positive cash flow. This format of market analysis will require specific assumptions to be made as a means to provide a value associated with a potential future income stream.

Market analysis of the Subject Property recognizes the current status as to the level of development to date for Half Moon Lake Resort. There is currently 216 serviced RV sites; 47 sites are excluded as to the stated Leasehold Estate Interest with the remaining 169 sites noted within a market value summation. As referenced by the writer, the proposed staged development designated as Phases I, II and III for a projected 5 to 8 year time period will incorporate the additional 530 serviced sites, inclusive of 480 RV sites and 50 additional cabin sites into the land component of Half Moon Lake Resort. Proposed staged development as to the completion of the serviced sites with the additional buildings and site improvements within a 5 (minimum) up to an 8 year time period is considered reasonable and noted in the overall market value summation. There will be acknowledgement as to the continued marketing of these serviced sites according to the status to date as it relates to the Leasehold Estate Interest formatted into the development of Half Moon Lake Resort.

You are invited to read the following report in which is contained the data, analysis and conclusions upon which the estimate of value has been based. Since portions taken out of context can be misleading, the report should be read as a whole.

It was concluded from investigation and analysis that at the effective date, August 11, 2011 (Inspection Date), the market value, or most probable selling price of the Subject Property, as a whole, given appropriate exposure to the market for such a property and incorporated herein, exclusive of Mines and Minerals is summarized as follows:

Scenario I - Market Value Basis "As Is"

Current Status/Serviced Site Development - **EIGHT MILLION SIX HUNDRED AND SEVENTY FIVE THOUSAND (\$8,675,000) DOLLARS.** (Value estimate per serviced RV site as marketed for Leasehold Estate Interest is \$45,000 per site)

Scenario II - Market Value Basis "Proposed Stage Development"

Phase I - SEVEN MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$7,750,000) DOLLARS (Value estimate per serviced RV site as marketed for Leasehold Estate Interest is \$55,000 per site).

Phase II - EIGHT MILLION EIGHT HUNDRED THOUSAND (\$8,800,000) DOLLARS (Value estimate per serviced RV site as marketed for Leasehold Estate Interest is \$60,000 per site).

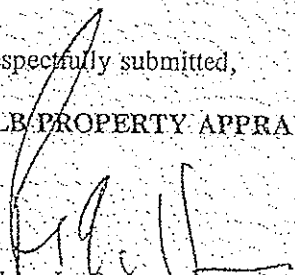
Phase III - EIGHTEEN MILLION FOUR HUNDRED AND FIFTY THOUSAND (\$18,450,000) DOLLARS (Value estimate per serviced RV site as marketed for Leasehold Estate Interest is \$70,000 per site);

in all a total market value according to Scenario II of FORTY THREE MILLION SEVEN HUNDRED AND SEVENTY FIVE THOUSAND (\$43,775,000) DOLLARS (An average value estimate per serviced RV site as marketed for Leasehold Estate Interest is \$62,000 per site).

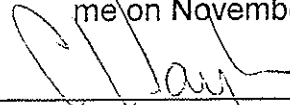
Writer has applied the current use and status of the Subject Property, a current market value for the Subject Property that excludes the 47 sites according to their Leasehold Estate Interest. Market value summation for the Subject Property, as a whole, being Scenario I "as is" and Scenario II "as proposed development" as to Phases I, II and III would acknowledge the development of additional serviced sites for subsequent marketing with a value stated as developed and the requirement of the writer for reference being made to the Extraordinary Contingent and Limiting Conditions/Extraordinary Assumptions and Limiting Conditions applied within the overall market value summation.

Respectfully submitted,

RLB PROPERTY APPRAISALS LTD.


Robert L. Botten
B.Sc.(Agr.), P.Ag., AACI

This is exhibit E referred to in the affidavit of JOHN KENNETH PURDY sworn before
me on November 25, 2011.



A Commissioner of Oaths for
the Province of Alberta

CONAN J. TAYLOR
Barrister and Solicitor

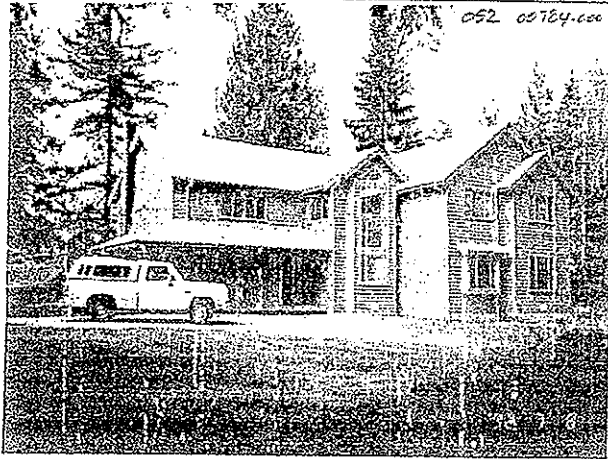
PRINT NAME AND EXPIRY/LAWYER

BC Assessment - Residential Property Value Summary

Roll # 04-770-00724.000

Location: 7379 RINCON Rd - Alberni Rural (770)

Lot Size: (effective) 3.58 Acres



Description: 2 Sty Sfd - After 1930 - Semicustom

Year Built: 1991

Effective Year: 1991

Bedrooms: 7

Bathrooms: 6 - Full

1 - Part

Foundation: Crawl Space

Total Finished Area: 4204sq.ft.

Parking Facility: No

Outbuilding: 1

Valuation

Buildings -

\$423,500

Land -

\$225,700

Actual Value as of July 1, 2010

\$649,200

Sales: (includes the last three transfers recorded at the Land Title Office and may include non-arms length or questionable sales)

#1 A SINGLE IMPROVED SALE occurred on 15-06-2011. This was a CASH SALE and the price was 860,000.

The document # is: CA2056200.

#2 A SINGLE IMPROVED SALE occurred on 19-12-2003. This was a CASH SALE and the price was 0.

The document # is: EV154917.

#3 A SINGLE IMPROVED SALE occurred on 03-11-2003. This was a CASH SALE and the price was 0.

The document # is: EV132578.

This information is obtained from various sources and is determined as of specific dates set out in the Assessment Act. As a result, BC Assessment cannot warrant that it is current or accurate, and provides it for your convenience only. Use of this information without verification from original sources is at your own risk.

Page 1 of 1

Run Date 10-6-2011 8:11 AM

Roll Year 2011

BC Assessment

Central Vancouver Island Area

300-125 Wallace St Nanaimo BC

V9R 5B2

Phone 250-753-6621

Toll Free in BC 1-800-977-2775

Fax 250-754-1890



Canada Revenue Agency
Agence du revenu
du Canada

Facsimile Cover Sheet

To: David Gamage
Company:
Phone:
Fax: 1-780-669-7057

From: J. Haynes
Canada Revenue Agency
Vancouver Tax Services Office
c/o 9755 King George Blvd.
Surrey, BC V3T 5E1
Phone: 604-691-4251
Fax: 604-691-4081

Date: February 11, 2011
Pages: 11 (Including cover)

Secure ☐

Public ☒

RE: Jack's River Lodge - Purchase

David, Attached is our counter offer of \$860,000.00 also with an increase to \$50,000 regarding the deposit. Note 5.3 is to be determined as once we've reached an accepted offer we will hire a conveyance lawyer who will hold the deposit in 'trust' until completion. Also Note that on page 6 where John has printed his name it MUST say Plaamen Industries (1978) Ltd. per authorized signatory John Frank Potestio.

Regards,
Judy Haynes

IMPORTANT - CONFIDENTIAL INFORMATION

This message is intended to be received by the individual or firm to whom it is addressed. It may contain information that is confidential or privileged. If you are not the intended recipient, please notify the sender immediately (by calling collect, if necessary) and arrangements will be made to have it returned at our expense. Thank you for your cooperation and assistance.

01/19/2011 07:45 FAX 804 691 4081

CRA/ARC

003/012

PAGE 1 of 7 PAGES

BRITISH COLUMBIA
REAL ESTATE
ASSOCIATIONTHE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE FOR COMMERCIAL REAL ESTATE

MLS® NO: _____ DATE: _____
 The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

PART 1 - INFORMATION SUMMARY

1. Prepared By _____	
1.1 Name of Brokerage	
1.2 Brokerage Address	
1.3 Licensee's Name	Phone No. _____
1.4 Personal Real Estate Corporation	
1.5 Licensee's Email Address	Fax No. _____
1.6 Brokerage Phone No.	Fax No. _____
2. Parties to the Contract	
2.1 Seller <u>Her Majesty the Queen in Right of Canada</u>	
Seller _____	
2.2 Seller's Address	
2.3 Seller's Phone No.	Fax No. _____
2.4 Seller's Email Address	
2.5 Seller's Incorporation No. <u>N/A</u>	2.6 Seller's HST No. <u>N/A</u>
2.7 Seller's Residency: <input checked="" type="checkbox"/> Resident of Canada <input type="checkbox"/> Non-Resident of Canada (as defined in the Income Tax Act)	
2.8 Buyer <u>PLAATEN INDUSTRIES (1978) LTD.</u>	
Buyer _____	
2.9 Buyer's Address <u>9544 - 118th AVENUE, EDMONTON AB</u>	
2.10 Buyer's Phone No. <u>780-471-1934</u>	Fax No. <u>780-477-5203</u>
2.11 Buyer's Email Address <u>plafank.potestio@hotmail.com</u>	
2.12 Buyer's Incorporation No. <u>201131364</u>	2.13 Buyer's HST No. <u>10421787 RT0001</u>
3. Property	
3.1 Civic Address of Property <u>7379 Rincon Road, Rural Port Alberni, B.C.</u>	
3.2 Legal Description of Property <u>Lot 7 District Lot 39 Alberni District Plan 1877</u>	PID <u>005-705-258</u>
4. Purchase Price	
Six Hundred & Fifty Thousand Dollars \$ <u>860,000</u> Dollars 14 (EIGHT HUNDRED & SIXTY THOUSAND)	

01/19/2011 07:47 FAX 604 691 4081

CRA/ARC

005/012

PROPERTY ADDRESS

Jack River

Lodge - 7379 LINDEN RD, RIVER

PAGE 3 of 7 PAGES

PART 2 - TERMS

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



INITIALS

7379 RINGAN ROAD, RURAL PORT ACADIA PAGE 2 of 10 PAGES
PROPERTY ADDRESS

Deposit		Clause
5.1	Deposit To Be Provided By The Following Date: <input checked="" type="checkbox"/> within 48 hours of acceptance of offer or counter-offer <input type="checkbox"/> Date _____ <input type="checkbox"/> other _____ <u>\$50,000</u>	15
5.2	Amount of Deposit <u>TEN THOUSAND DOLLARS</u> <u>\$10,500.00</u>	15
5.3	Deposit To Be Paid In Trust To <u>BE DETERMINED - PERSON APPOINTED</u>	15
6	Completion Date <u>BY VENDOR</u>	
6.1	Completion Date <u>MARCH 30th 2011</u>	17
7	Possession Date	
7.1	Possession Date <u>MARCH 30th 2011</u>	18
7.2	Vacant Possession Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
7.3	All Existing Tenancies Yes <input type="checkbox"/> No <input type="checkbox"/>	
8	Adjustment Date	
8.1	Adjustment Date <u>MARCH 30th 2011</u>	19
9	Viewing Date	
9.1	Viewing Date <u>N/A</u>	21
10	Agency Disclosure	
10.1	Seller's Brokerage Licensee <u>N/A</u> Licensee <u>N/A</u> Brokerage <u>N/A</u>	38A
10.2	Buyer's Brokerage Licensee <u>N/A</u> Licensee <u>N/A</u> Brokerage <u>N/A</u>	38B
10.3	Limited Dual Agency Brokerage Licensee <u>N/A</u> Licensee <u>N/A</u> Brokerage <u>N/A</u>	38C
10.4	Date of Limited Dual Agency Agreement <u>NA</u>	38C
11	Acceptance	
11.1	Offer Open Until - Date _____ Time _____	42
12	Schedules	
15	Deposit Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	15
16A	Buyer's Conditions Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	16
16B	Seller's Conditions <u>See Schedule A</u> Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	16
18	Accepted Tenancies <u>See Schedule A</u> Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18
20A	Additional Included Items Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	20
20B	Excluded Items <u>See Schedule A</u> Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	20
22	Additional Permitted Encumbrances Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	22
23	Additional Seller's Warranties and Representations Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	23
24	Additional Buyer's Warranties and Representations Attached Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	24
41	Additional Terms <u>See Schedule A</u> Attached Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	41

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7379 RUSCAN ROAD, RUSCAN PORT ARTHUR: BC PAGE 4 of 7 PAGES
 PROPERTY ADDRESS

~~20. INCLUDED ITEMS: The Purchase Price includes the Accepted Tenancies, any buildings, improvements, fixtures, appurtenances and attachments thereto, and all security systems, security bars, blinds, awnings, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, together with those items set out in Schedule 20A but excluding those items set out in Schedule 20B.~~

~~21. VIEWED: The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on the date specified in Clause 6.1.~~

22. TITLE: Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, the Accepted Tenancies and any additional permitted encumbrances set out in Schedule 22.

23. ADDITIONAL SELLER'S WARRANTIES AND REPRESENTATIONS: In addition to the representations and warranties set out in this Contract, the Seller makes the additional representations and warranties set out in Schedule 23 to the Buyer.

24. ADDITIONAL BUYER'S WARRANTIES AND REPRESENTATIONS: In addition to the representations and warranties set out in this Contract, the Buyer makes the additional representations and warranties set out in Schedule 24 to the Seller.

25. HST: In addition to the Purchase Price, the applicable Harmonized Sales Tax ("HST") imposed under the *Excise Tax Act* (Canada) (the "Act") will be paid by the Buyer. On or before the Completion Date, the Buyer may confirm to the Seller's Lawyer or Notary that it is registered for the purposes of Part IX of the Act and will provide its registration number. If the Buyer does not confirm that it is a registrant under Part IX of the Act on or before the Completion Date, then the Buyer will pay the applicable HST to the Seller on the Completion Date and the Seller will then remit the HST as required by the Act. All taxes payable pursuant to the *Social Service Tax Act* arising out of the purchase of the Property, will be paid by the Buyer and evidence of such payment will be provided to the Seller.

26. TENDER: Tender or payment of monies by the Buyer to the Seller will be by bank draft, certified cheque or Lawyer's/ Notary's or real estate brokerage's trust cheque.

27. DOCUMENTS: All documents required to give effect to this Contract will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

28. TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

29. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

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7379 RUSCON ROAD, LULAM BAY AREA, BC PAGE 5 of 7 PAGES
 PROPERTY ADDRESS

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


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7379 Rincon Road, Rural Port Alberni B.C.

SCHEDULE "A"
(Court Approved Sale)

Page 1 of 4



DATE: Jan 2011

CONTRACT OF PURCHASE AND SALE RE: 7379 Rincon Road, Rural Port Alberni, British Columbia, legally described as Parcel identifier 005-705-258, Lot 7, District Lot 39, Alberni District, Plan 1877 (hereinafter referred to as "the Property")

The following terms replace, modify and where applicable override the terms of the attached Contract of Purchase of Sale (the "Standard Contract"). Where a conflict arises between the terms of Schedule A and the Standard Contract, the terms of Schedule A shall apply.

1. All references to Seller in the Standard Contract and in Schedule A will be read as references to Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue ("Her Majesty").
2. The acceptance of this offer by Her Majesty is pursuant to a Court Order for Conduct of Sale of the Property and not as vendor or owner of the property. The acceptance of this offer is subject to the approval of the British Columbia Supreme Court (the "Court") and will become effective from the time an order is made approving this offer. Her Majesty hereby advises the offeror that Her Majesty's obligation in connection with this offer, until it is approved by the Court, is limited to putting this offer before the Court. Thereafter, Her Majesty is subject to the jurisdiction and discretion to the Court to entertain other offers and to any further orders the Court may make regarding the Property. Given Her Majesty's position and Her Majesty's relationship to other parties in the proceeding, Her Majesty may be compelled to advocate that the Court consider other offers in order to obtain the highest price for the Property. Her Majesty gives no undertaking to advocate the acceptance of this offer. In that regard, the offeror must make its own arrangements to support this offer in Court.
3. This offer may be terminated at any time before the Court makes an order approving this sale, if the mortgage which is the subject of the Proceedings is redeemed pursuant to the terms of the Order Nisi pronounced in the Proceedings or is refinanced or if the Seller determines it is unadvisable to present the offer to the Court, and the Seller will have no further obligations or liability to the Buyer under this agreement. This condition is for the sole benefit of the Seller.
4. Clause 18 (Possession) of the Standard Contract is modified by adding that possession will be by operation of and pursuant to the terms of a Vesting Order of the Court, and the Buyer will assume all tenancies as may exist on the completion date and no adjustments, including but not limited to adjustments for rents or security deposits, will be made to the purchase price on account of such tenancies.
5. Her Majesty, as party having conduct of sale of the Property pursuant to a Court Order, is not and will not be liable to the Buyer nor to anyone claiming by, through or under the Buyer for any damages, costs or expenses for damage caused to the Property by the



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7379 REXSON ROAD, RURAL PORT ALBERTA, AL

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PAGE 2 OF 4

registered owner(s) of the Property or her tenants, guests, assigns, agents or by persons unknown.

6. Clause 21 (Viewed) of the Standard Contract is deleted and replaced by the following:

The Buyer is purchasing the lands and premises "as is, where is" as of the completion date and saves Her Majesty harmless from all claims resulting from or relating to the age, fitness, condition, zoning, lawful use, or circumstances and location of the Property, and agrees to accept the Property subject to any outstanding work orders or notices or infractions as of the date of closing and subject to the existing municipal or other government by-laws, restrictions or orders affecting its use, including subdivision agreement and easements.

7. The Buyer acknowledges and agrees that Her Majesty makes no representations or warranties whatsoever with respect to the Property. The Buyer acknowledges and agrees that he has relied entirely upon his own inspection and investigation with respect to quantity, quality and value of the Property.

8. Clause 22 (Title) of the Standard Contract is deleted and the following substituted therefore:

Title: Free and clear of all encumbrances of the parties to Supreme Court of British Columbia, Nanaimo Registry, Action No. 58443 (the "Proceedings") in accordance with a Vesting Order of the Court except: subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies, if any, and except as otherwise set out herein.

9. The Buyer acknowledges and agrees that the assets to be purchased under the Contract of Purchase and Sale do not include any personal property or chattels and that any personal property or chattels remaining in the premises on the Property which are taken by the Buyer are taken by him at his own risk completely, without representation or warranty of any kind from Her Majesty as to the ownership or state of repair of any such personal property or chattels.

10. No property condition disclosure statement concerning the Property shall form part of this agreement, whether or not such statement is attached to this agreement.

(Seller)

Her Majesty the Queen in right of Canada as represented by the Minister of National Revenue

Per: _____

(Buyer)

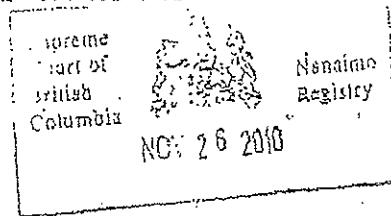
PLAASMAN INDUSTRIES (1976) LTD.

Per: _____

JOHN KRAK POTATO

01/19/2011 07:51 FAX 604 691 4081

CRA/ARC

7379 Queen Road, Nanaimo BC
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Page 3 & 4

NO. 58443
NANAIMO REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

ATTORNEY GENERAL OF CANADA
ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA

PETITIONER

AND:

HAWKEYE INDUSTRIES LTD.
JOAN ELIZABETH PURDY
KIM GALAVAN

RESPONDENTS

ORDER MADE AFTER APPLICATION
(Order for Conduct of Sale)

BEFORE) MASTER McCALLUM) Thursday, November 18, 2010
))

ON THE APPLICATION of

- ☒ coming on for hearing at Nanaimo on November 18, 2010 and on hearing Christine Matthews, counsel for the Petitioner, and no one else appearing
- ☐ without notice coming on for hearing at on and on hearing
- ☐ without a hearing and on reading the materials filed by and

THIS COURT ORDERS that:

1. The land and premises legally described as:

Parcel Identifier: 005-705-258
 Lot 7, District Lot 39, Alberni District, Plan 1877

(the "Mortgaged Property"),

be offered for sale, by private sale, free and clear of all encumbrances, save and except the reservations, provisos, exceptions and conditions expressed in the original grant therefrom the Crown.

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7379 LINCOLN ROAD, LUNenburg, Nova Scotia


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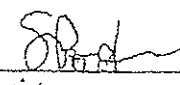
2. The Petitioner do have exclusive conduct of sale and be at liberty forthwith to list the Mortgaged Property for sale, with any licensed real estate agent or firm, and shall be at liberty to pay to any such real estate agent or firm who may arrange a sale of the Mortgaged Property a gross commission of not more than 7% of the first \$100,000 of the gross selling price and 3-1/2% of the remainder, if any, plus applicable goods and services tax, if any, to be paid from the proceeds of the gross selling price.
3. The sale shall be subject to the approval of this Honourable Court unless otherwise agreed by all parties of record.
4. The Respondents and any person or persons on behalf of the Respondents including tenants and any other person or persons in possession of the Property do forthwith and until further Order of the Court, permit any duly authorized agent on behalf of the Petitioner, to inspect, appraise, or show to any prospective purchaser or his agent the Mortgaged Property including the interior of any building thereon, at any time of day and on any day of the week, and to post signs on the Mortgaged Property indicating that the Mortgaged Property is offered for sale.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



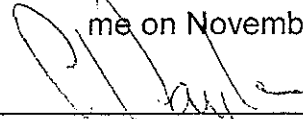
Signature of☐ party ☒ lawyer for the Attorney General of
Canada, Christine Matthews

By the Court



Registrar

This is exhibit F referred to in the affidavit of JOHN KENNETH PURDY sworn before
me on November 25, 2011.



A Commissioner of Oaths for
the Province of Alberta

CONAN J. TAYLOR
Barrister and Solicitor

PRINT NAME AND EXPIRY/LAWYER



APPRAISAL OF REAL PROPERTY

LOCATED AT:

7382 Rincon Road
Port Alberni, BC V9Y 9E9

LEGAL DESCRIPTION:

Lot 5, District Lot 39, Alberni District, Plan 1877 - PID No.: 000-286-885

FOR:

Piaamen Industries 1978 Ltd.
9544 118 Avenue
Edmonton, AB T5G 0P1

AS OF:

May 3, 2011

BY:

Garry Doucette, AACI, P. App

PCAG Property Advisors Inc.
www.pcag.net



Real Estate Valuation Consulting

3581 Bishop Crescent
Port Alberni, BC
V9Y 7W1

Phone: (250) 723-5099
Fax: (250) 723-8228
Email: info@pcag.net
Web site: www.pcag.net

May 17, 2011

Plaamen Industries 1978 Ltd.
9544 118 Avenue
Edmonton, AB
T5G 0P1

Property: 7382 Rincon Road
Port Alberni, BC V9Y 9E9

Legal: Lot 5, District Lot 39, Alberni District, Plan 1877 - PID No.: 000-286-885

ATTENTION: John Frank Polestio

In accordance with your request, an investigation, analysis and subsequent form appraisal report has been completed on the above described property for the purpose of estimating its current market value to assist in the negotiations for the purchase and sale of the property.

It is our opinion that the market value in fee simple as at May 3, 2011 was: \$635,000.

This estimate of current market value is subject to the certification and limiting conditions attached to this appraisal report and to which your attention is specifically directed.

Regardless of who commissioned or pays for this report the attached appraisal has been prepared exclusively for the client above. The scope of work in this appraisal has been customized for the intended user. It may be inappropriate for use by any other users and may put them in jeopardy. Therefore, regardless of the means of possession of this report, this appraisal may not be used or relied on by anyone other than the stated intended user. The appraiser, PCAG Property Advisors Inc. and related parties assume no obligation, liability, or accountability to any third party. If you are not the stated intended user please contact our office to have an appraisal customized for your needs.

The attached report presents the basis of all opinions expressed herein and should be sufficient for your purposes. However should you require further information or clarification on any portion of this report, please contact the writer.

Yours truly,

PCAG Property Advisors Inc.

A handwritten signature in black ink, appearing to read 'G. Doucette'.

Garry R. Doucette, AACI, P.App
Consulting Appraiser

REFERENCE:

RESIDENTIAL APPRAISAL REPORT

FILE NO.:

CLIENT: Plasmen Industries 1978 Ltd. ATTENTION: John Frank Potesio ADDRESS: 9544 118 Avenue Edmonton, AB T5G 0P1 E-MAIL: johnfrankpotesio@hotmail.com PHONE: (780) 471-1934 FAX:	APPRAISER: Garry Doucette, AACI, P. App. COMPANY: PCAG Property Advisors Inc. ADDRESS: 3581 Bishop Crescent Port Alberni, BC V9Y 7W1 E-MAIL: garry@pcag.net PHONE: (250) 723-5099 FAX: (250) 723-8228
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NAME: John Frank Potesio PROPERTY ADDRESS: 7382 Rincon Road CITY: Port Alberni PROVINCE: BC POSTAL CODE: V9Y 9E9 LEGAL DESCRIPTION: Lot 5, District Lot 39, Alberni District, Plan 1877 - PID No.: 000-285-885 PURPOSE OF APPRAISAL: To estimate market value or <input type="checkbox"/> Other INTENDED USE OF APPRAISAL: To assist in the negotiations for the purchase and sale of the subject property. INTENDED USERS (by name or type): the client above REQUESTED BY: <input checked="" type="checkbox"/> Client above <input type="checkbox"/> Other THIS APPRAISAL REPORT REPRESENTS THE FOLLOWING VALUE (if not current, see comments): <input checked="" type="checkbox"/> Current <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective <input type="checkbox"/> Update of original report completed on _____ with an effective date of _____ File No. _____ PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Cooperative <input type="checkbox"/> Condominium <input type="checkbox"/> Santa <input type="checkbox"/> Mortgages Fee S: <input type="checkbox"/> See comments IS THE SUBJECT A FRACTIONAL INTEREST, PHYSICAL SEGMENT OR PARTIAL HOLDING? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, see comments) MUNICIPALITY AND DISTRICT: Regional District of Alberni/Clayoquot; BC Assessment Authority Roll No.: 04-770-000722500 ASSESSMENT: Land \$ _____ Imps \$ _____ Total \$ 462,000 Assessment Date: July 1, 2010 Taxes \$: 2,612.27 Year: 2010 EXISTING USE: A single family residential dwelling. OCCUPIED BY: Tenant HIGHEST AND BEST USE OF SUBJECT PROPERTY: <input checked="" type="checkbox"/> As improved, or <input type="checkbox"/> Other (State if highest and best use is not the existing use, or for the use reflected in the report, see addendum comments).	AGE RANGE OF PROPERTIES: New _____ to 90 years MARKET OVERVIEW: Supply <input checked="" type="checkbox"/> Good <input type="checkbox"/> Average <input type="checkbox"/> Poor Demand <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Poor PRICE TRENDS: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining PRICE RANGE OF PROPERTIES: \$ 125,000 to \$ 900,000
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NATURE OF DISTRICT: <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Rural <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial TREND OF DISTRICT: <input checked="" type="checkbox"/> Improving <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Transition <input type="checkbox"/> Deteriorating BUILT-UP: Over 75% <input type="checkbox"/> 25 - 75% <input type="checkbox"/> Under 25% <input type="checkbox"/> CONFORMITY: Age: <input type="checkbox"/> Newer <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Older Condition: <input type="checkbox"/> Superior <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Inferior Size: <input type="checkbox"/> Larger <input checked="" type="checkbox"/> Similar <input type="checkbox"/> Smaller	SUMMARY: INCLUDES VALUE TRENDS, MARKET APPEAL, APPARENT ADVERSE INFLUENCES IN THE AREA, IF ANY (e.g. railroad tracks, unimproved properties, major noise sources, hydro facilities, anticipated public or private improvements, commercial/industrial sites, landfill sites, etc.). The subject neighbourhood is located northwest of the City of Port Alberni in an area around the Somass River known locally as McCoy Lake. The area is primarily residential with a mix of housing ranging from mainstream houses and manufactured homes to upscale executive type houses on the riverfront. There are some heavy industrial uses such as small sawmill operations. Amenities such as schools, churches, and shopping facilities are within typical, market expected proximity.
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SITE DIMENSIONS: 783.5' road frontage x 572' depth (effective) SITE AREA: 9.7 acres Source: LTO Plan TOPOGRAPHY: Generally level at road grade, then steeply sloped to river. CONFIGURATION: Irregular ZONING: Rural District (A2) - Agricultural Land Reserve DOES EXISTING USE CONFORM TO ZONING? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (see comments) EASEMENTS: <input type="checkbox"/> Utility <input type="checkbox"/> Access <input checked="" type="checkbox"/> Other Title not searched.	UTILITIES: <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Sanitary Sewer <input checked="" type="checkbox"/> Septic System <input type="checkbox"/> Municipal Water <input type="checkbox"/> Well FEATURES: <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Open Ditch <input checked="" type="checkbox"/> Water supply: River <input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights <input type="checkbox"/> Gravel Road <input type="checkbox"/> Curb <input checked="" type="checkbox"/> Cablevision <input type="checkbox"/> Lane ELECTRICAL: <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> Underground DRIVEWAY: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Mutual <input type="checkbox"/> None <input checked="" type="checkbox"/> Single <input type="checkbox"/> Double Surface: Asphalt paving. PARKING: <input type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> Driveway <input type="checkbox"/> Street LANDSCAPING: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor CURB APPEAL: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor
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COMMENTS: (includes any positive and negative features such as conformity with zoning, effects of known easements, known restrictions on title, such as judgments or liens, effects of assessments, any known documentation of environmental contamination, etc.) The subject property is located on the south side of Rincon Road and has approximately 205 feet of frontage on the Somass River. The site has been improved with a guest lodge that generally conforms to the neighbourhood. There is a partially complete structure above the wine cellar that has little nominal value.

CONSTRUCTION COMPLETE: Yes YEAR BUILT (extrapolated): Circa 1950 FLOOR AREA: <input type="checkbox"/> Sq. ft. <input checked="" type="checkbox"/> Sq. ft. MAIN: 1,196 SECOND: 378 THIRD: FOURTH: TOTAL: 1,574 Source: Measured	PERCENTAGE COMPLETE: 100% EFFECTIVE AGE: 25 years REMAINING ECONOMIC LIFE (estimated): 35 years BUILDING TYPE: Detached single family dwelling. DESIGN/STYLE: 1 1/2 Storey CONSTRUCTION: Wood frame BASEMENT: Full-finish BASEMENT AREA: 991 <input type="checkbox"/> Sq. ft. <input checked="" type="checkbox"/> Sq. ft. 100 % finished WINDOWS: Wood sash, single pane glazing. FOUNDATION WALLS: Poured concrete	ROOFING: Asphalt shingles Condition: <input type="checkbox"/> Good <input type="checkbox"/> Average <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor EXTERIOR FINISH: Wood siding Condition: <input type="checkbox"/> Good <input type="checkbox"/> Average <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor HEAT APPARATUS: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Removed
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BEDROOMS (#): Large 2-Piece 1 Good BATHROOMS (#): Average 1 3-Piece 1 Average Small: 1 4-Piece Fair 5-Piece: Poor Interior Finish: Walls: Drywall <input checked="" type="checkbox"/> Plaster <input type="checkbox"/> Painting <input type="checkbox"/> Acoustic Tile <input type="checkbox"/> Ceilings: <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> CLOSETS: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor INSULATION: <input type="checkbox"/> Ceiling <input type="checkbox"/> Walls <input type="checkbox"/> Basement <input type="checkbox"/> Crawlspace Source: The existence of insulation could not be confirmed.	PLUMBING LINES: Copper FLOORPLAN: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor BUILT-IN/EXTRAS: <input type="checkbox"/> Garbage Disposal <input type="checkbox"/> Central Air <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Fireplace(s) <input type="checkbox"/> Oven <input type="checkbox"/> Air Cleaner <input type="checkbox"/> Sauna <input type="checkbox"/> Garage Opener <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Vacuum <input type="checkbox"/> Silestone <input type="checkbox"/> Security System <input type="checkbox"/> Stove <input type="checkbox"/> Whirlpool <input type="checkbox"/> Skylights <input type="checkbox"/> HR Ventilator <input checked="" type="checkbox"/> Wood stove OVERALL INT. COND.: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Average <input type="checkbox"/> Fair <input type="checkbox"/> Poor
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FLOORING: Hardwood, vinyl tile, wall to wall carpet, ceramic tile.
ELECTRICAL: ☐ Fuses ☒ Breakers
Estimated capacity of main panel: 200 amps
HEATING SYSTEM: Forced Air
WATER HEATER: Type Electric - 60 gallon capacity.
BASEMENT FINISHES/UTILITY: A full basement, fully finished with good ceiling height.

GARAGES/CARPORTS: No covered parking.
DECKS, PATIOS, OTHER IMPROVEMENTS: Wooden deck, (see addendum for description of additional buildings).
COMMENTS: (building, appearance, quality, condition, services, extras, anticipated public or private improvements, etc.) Quality and finish are standard grade construction. Overall maintenance and condition are average. Recent upgrades include: some flooring, bathroom, basement finish, painting, etc. Some deferred maintenance was evident: exterior requires painting, older roof, evidence of roof leak in dining room, some dated/worn flooring, it has been reported that there are some perimeter drain issues, etc.

RESIDENTIAL APPRAISAL REPORT

LEVEL	MAIN	SECOND	THIRD	BASMENT
ENTRANCE				
LIVING	1			
DINING	1			
KITCHEN	1			1
FULL BATH	1			1
PART BATH				
BEDROOM	1	2		2
FAMILY				1
LAUNDRY				1
OTHER				
TOTAL ROOMS	4	2		4

COST APPROACH

SOURCE OF COST DATA: <input checked="" type="checkbox"/> MANUAL <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> OTHER Office files	
LAND VALUE	Determined by Direct Comparison Approach \$ 405,000
BUILDING	COST NEW DEPRECIATED COST
COST	1,574 @ \$ 152 \$ 239,248
GARAGE	Not applicable \$ \$
BASEMENT FINISH	Included in building cost \$ \$
OTHER EXTRAS	Landscaping, driveway, etc. \$ \$ 10,000
Other buildings (see addendum)	\$ \$ 140,000
TOTAL REPLACEMENT COST	\$ 239,248
LESS: ACCRUED DEPRECIATION 62 %	\$ 148,334 \$ 90,914
INDICATED VALUE	\$ 645,914
VALUE BY THE COST APPROACH (rounded):	\$ 646,000

NOTE: The construction cost estimates contained herein were not prepared for separate purposes and are invalid for that use. The Cost Approach is not applicable when appraising individual single-family detached units.

SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Description	\$ Adjustment	Description	\$ Adjustment	Description	\$ Adjustment
7382 Rincon Road Port Alberni, BC V9Y 9E9	6801 Bignmore Road Port Alberni, BC V9Y 3T6		7000 Swanson Road Port Alberni, BC V9Y 8L7		7463 Hector Road Port Alberni, BC V9Y 7L7	
MILS No.	296816		270378		301917	
DATE OF SALE	Not applicable		4/30/2009		9/11/2010	
SALE PRICE	\$900,000		\$475,000		\$397,500	
DAYS ON MARKET	37		88		39	
LOCATION	McCoy Lake		Beaver Crk - River		Riverfront	
SITE SIZE	9.7 acres	-103,000	22.58	-129,000	9.04	+7,000
BUILDING TYPE	Detached		Detached		Detached	
DESIGN/STYLE	1 1/2 Storey		One Storey		Manufact'd Home	
AGE/CONDITION	61 Avg	-125,000	15 Fair	+115,000	34 Avg	+125,000
LIVABLE FLOOR AREA	1,574 Sq.Ft.	+6,000	1,128	+33,000	1,248	+24,000
ROOM COUNT	Total: 11 Bdrms: 5 Baths: 2		Total: 7 Bdrms: 2 Baths: 2		Total: 6 Bdrms: 2 Baths: 2	
BASEMENT	Full-f-in	+10,000	None-c/s	+50,000	None-c/s	+50,000
PARKING	Open	-2,000	Open		Carport-2	
RIVER FRONTAGE	205	-142,500	800	-178,500	325	-36,000
EXTRAS	Other buildings	+120,000		+140,000	Barn	+120,000
ADJUSTMENTS (Gross/Net)	56.5 % 26.3 % \$ -236,500		135.9 % 6.4 % \$ +30,500		91.1 % 73.0 % \$ +290,000	
ADJUSTED VALUES	\$ 663,500		\$ 505,500		\$ 687,500	

CONCLUSIONS: Due to the limited size of the riverfront market this market segment is very thinly traded. As a result, there are no recent sales comparable to the subject property. The above data are the most recent, and considered the most relevant of the sales available for analysis. Some of the data is dated however, no adjustment for the passage of time appears warranted. Comparable No. 1 is superior in lot size, age-condition, and river frontage, but inferior in extras. Comparable No. 2 is superior in lot size, and river frontage, but inferior in liveable floor area, quality of construction and condition and extras. Comparable No. 3 inferior in liveable floor area, inferior in quality of construction and condition and extras. All sales required considerable adjustment with none of them standing out as most comparable. Equal weight has been given to all sales in the value conclusion by the Direct Comparison Approach.

SALES HISTORY - ANALYSIS OF KNOWN CURRENT AGREEMENTS FOR SALE, PRIOR SALES, LISTINGS, OPTIONS OR MARKETING OF THE SUBJECT: (minimum of three years) A search of the Vancouver Island Real Estate Board Multiple Listing Service did not reveal any recent listings for the property. According to B.C. Assessment Authority records there were no transfers of the subject property within the past three years.

VALUE BY DIRECT COMPARISON APPROACH (rounded) \$ 635,000

COMMENT ON REASONABLE EXPOSURE TIME: Exposure time is defined as the estimated length of time that the property interest being appraised would have to be offered for sale in the market prior to the hypothetical consummation of a sale at its market value on the effective date of this appraisal; it is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. It should be noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort, assuming a realistic asking price. A reasonable exposure time for the kind of real estate similar to the subject in a similar value range would be 90 to 110 days.

RECONCILIATION AND FINAL ESTIMATE OF VALUE: The Cost Approach is not typically used by purchasers or vendors in the market place, particularly with respect to older buildings. Further, there is little or no empirical evidence to support the rates of depreciation used in the approach other than indicated by the Direct Comparison Approach. The Direct Comparison Approach best reflects the actions of buyers and sellers in the market place. However, due to a lack of good market comparisons for the subject, the Direct Comparison Approach, in this case, is weak. This estimate of market value is a subjective opinion based on limited market evidence.

AS A RESULT OF MY APPRAISAL AND ANALYSIS OF ALL APPLICABLE DATA AND RELEVANT FACTORS, IT IS MY CONCLUSION THAT THE MARKET VALUE OF THE INTEREST IN THE SUBJECT PROPERTY AS AT May 3, 2011 (Effective Date of the Appraisal) IS \$ 635,000

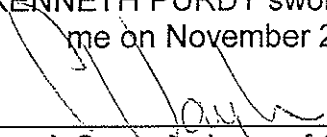
THIS REPORT WAS COMPLETED ON: May 16, 2011

APPRAISAL INSTITUTE OF CANADA

AIC FULL LEGAL 04/04

ANALYSIS OF PROPERTY TAX AND LEASE ACCOUNTS AS AT OCTOBER 11, 2011								
TAX ROLL NUMBER	LEGAL DESCRIPTION	PROPERTY	OWNER	NOTES	Property Value As Per B.C. Assessment - 2010			
British Columbia Property								
03 765 03588.055	Lot 1	5611 Culverton Rd.	Cherry Blossom Park D.					
16472-000	Lot 2, Pl. 31422, Sec. 14 & 15	3425 River Road, Chemainus	Armac Investments Ltd.		1,000,000.00		Estimate	
29 704 05450.000	Kootenay DL 8199	4070 Giant Mine Rd. Invermere	Armac Investments Ltd.		746,400.00			
29 704 02102.000	Kootenay DL 136	Giant Mine Rd. Invermere	Giant Mtn Properties Ltd.		305,000.00			
29 704 03107.000	Kootenay DL 1109	Giant Mine Rd. Invermere	Jubilee Mtn. Hldgs. Ltd.	153 Acres	45,600.00			
05 770 00722.500	Alberti Lot 5, Plan 1877 DL 39	Sprout Lodge 7382 Rincon Rd	Armac Investments Ltd.	50 Acres	31,800.00			
05 770 02769.110	Bl. C, Pl. NW1/4 S. 17, Twp. 1	598 Bamfield Rd. MHR #B14340	Armac Investments Ltd.		447,000.00		Listed for Sale	
05 770 02769.111	Barkley L.D. Imp. Folio	1 Bamfield Rd. MHR #39397	Dennis Craig O'Keefe		341,500.00			
05 770 02770.000	Pl. NE 1/4, Sec. 17, Twp. 1	Binnacle Road	Armac Investments Ltd.	Mill Site	23,500.00			
05 770 02770.010	Pl. SE 1/4 of NE 1/4 S. 17, Twp. 1	Airport - Binnacle Road	Armac Investments Ltd.		1,037,000.00			
05 770 02771.000	Barclay Lot 1, Plan 38260	200 South Bamfield	Armac Investments Ltd.		314,000.00			
05 770 02776.002	Barclay Lot 2, Plan Vp59185	469 Bamfield Inlet	Armac Investments Ltd.	Waterfront Lots	2,873,000.00			
05 770 02830.005	Barclay Lot 3, Plan 36032	Bamfield Inn	John K Purdy	Burfo Island	442,600.00			
05 770 02879.000	Barclay Bl A Sec. 20 Pl 19909	Ostruans 448 Seaboard Rd.	Armac Investments Ltd.		696,000.00			
05 770 02879.010	Barclay Lot 1 Plan 19909	Lot 1, Seaboard Road	Armac Investments Ltd.		830,500.00			
05 770 02880.000	Barclay Improvmt. Only	Hull Road	Armac Investments Ltd.		144,000.00			
05 770 02881.000	Barclay Lot 1 Pl 3077 Sec. 20	450 Rance Island	Armac Investments Ltd.		63,600.00			
05 770 02882.300	Barclay Lot C Pl 38547 Sec. 20	Upper Bayhouse	Armac Investments Ltd.	Bay House	713,000.00			
05 770 02882.310	Barclay Lot 1 Pl VIP54368	452 Seaboard Rd.	Armac Investments Ltd.	Bay House	709,900.00			
05 770 00885.000	Alberti DL 51 Part S 1/2	8335 Meshers Road	John K Purdy		585,100.00			
05 770 02886.050	Barclay Lot 1, Pl 22579 Sec. 20	251 Frigate Road (LP 5)	Armac Investments Ltd.	Salmon Outfitters	378,600.00		Listed for Sale	
05 770 02890.000	Barclay Lot 1, Pl 16439 Sec. 20	216 Frigate Rd. (LP 3)	Armac Investments Ltd.	Hawkeye House	273,000.00			
05 770 02890.005	Barclay Lot 2, Plan 34316	226 Frigate Road	Fishpath Resorts Corp.	Trails Motel	345,800.00			
05 770 02898.000	Barclay Lot A, Pl 49089 DL782	331 Bamfield/221 Nuthatch Rd	Armac Investments Ltd.	Kingfisher Marina	817,000.00			
05 770 02899.015	Barclay Lot 2, Pl 23308 Sec. 20	Grappler Road	Armac Investments Ltd.	Storage Yard	801,000.00			
05 770 02902.010	Barclay Lot 1, Pl 20233 Sec. 20	420 Pachena Road	Armac Investments Ltd.	H.M. Group Office	260,000.00			6 Acres
000 287 296	Lot 1, 10, 11, 12, Blk. 4A DL 1	4356 Gertrude St. Port Alberni	Armac Investments Ltd.		413,000.00			
000 522 546	Lot PT1, DL 1 721R	3620 3rd Ave. Port Alberni	Armac Investments Ltd.		258,900.00		Listed for Lease	
007 175 698	Lot 23, Blk. 18 DL 9 Plan 1585	5968 River Rd. Port Alberni	Armac Investments Ltd.		276,000.00			
009 278 923	Lot 13, Blk. 74 DL 1 Plan 197	3203 2nd Ave. Port Alberni	Armac Investments Ltd.	Somass Lodge	220,000.00			
009 278 966	Lot 14-15 Blk. 74 DL 1 Plan 197	3211 2nd Ave. Port Alberni	Armac Investments Ltd.		29,000.00		Listed for Sale	
					43,300.00		Listed for Sale	
British Columbia Land & Foreshore Lease(s)								
05 770 02770.010	Barclay Sec. 20 Lease	Airport	Armac Investments Ltd.					
05 770 42000.325	Barclay Lot 763 Lease	Marina/Fish Station (Ostroms)	Armac Investments Ltd.		245,700.00			
05 770 42000.345	Barclay Lot 743 Lease	Marina (Hawkeye)	Armac Investments Ltd.		134,900.00			
05 770 42000.380	Dist. Lot 110, Lease#104221	Kingfisher	Armac/Peter Brown					
05 770 42000.390	Barclay Lot 47 Lease#102042	Bamfinn	Armac Investments Ltd.		107,700.00			
					15,943,400.00			
Alberta Property								
21 065 00008	SE-6-52-21-4 (139 Acres)	15625 Stony Plain Road	Armac Investments Ltd.		850,000.00		Estimate	
		21524 Twp. 520	Halfmoon Lake Resort L.		8,675,000.00		Appraisal (R. Bollen) Aug. 11, 2011	

This is exhibit 6 referred to in the affidavit of JOHN KENNETH PURDY sworn before
me on November 25, 2011.



A Commissioner of Oaths for
the Province of Alberta

CONAN J. TAYLOR
Barrister and Solicitor

PRINT NAME AND EXPIRY/LAWYER

ESTIMATED LIABILITIES AS AT NOVEMBER 15, 2011

CREDITOR	ESTIMATED AMOUNTS OWING	
Axcess Capital (Mortgage)	\$ 8,000,000.00	\$
Property Taxes (Alberta/BC)	\$ 650,000.00	
Canada Revenue Agency (G.S.T.)	\$ 69,000.00	
Canada Revenue Agency (H.S.T.)	\$ 15,000.00	
Provincial Sales Tax - B.C.	\$ 10,000.00	
Canada Revenue Agency (Payroll)	\$ 780,000.00	\$
Canada Revenue Agency (G.S.T.)	\$ 220,000.00	
Bank of Montreal	\$ 60,000.00	\$
Ladysmith Credit Union	\$ 246,000.00	\$
Kimberly Galavan	\$ 450,000.00	
Contingency for miscellaneous other unsecured/contingent creditors, penalties, interest, etc.	\$ 350,000.00	
TOTAL	\$ 10,850,000.00	