



NO. S115028 VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44

AND

IN THE MATTER OF PAKIT INC.

PETITIONER

AFFIDAVIT

I, DWAYNE YARETZ, Businessman, of 2250 – 1050 West Pender Street, Vancouver, British Columbia, SWEAR THAT:

- 1. I am the President of the Petitioner, and as such I have direct knowledge of the facts and matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I verily believe them to be true.
- 2. I am authorized to make this affidavit on behalf of the Petitioner in support of an application to extend the initial order.

- 3. This morning, the Petitioner has received two additional subscription agreements as follows:
 - (a) the first for CDN \$825,000 from Landmark Property Management Corporation; and
 - (b) a second for US \$175,000 from Zach Easton.

Attached and marked as Exhibits A and B respectively to this my affidavit are true copies of the subscription agreements.

4. The Petitioner has received this morning a purchase order from to purchase a machine for US \$2. Attached and marked as Exhibit B is a true copy of the purchase order. Attached and marked as Exhibit C is a true copy of the purchase order showing a deposit payable to the Petitioner of US \$101,250.00 which Robert Plowman (Director of Business Operations), has advised me will be paid forthwith if the Petitioner receives the extension sought later today.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 25th day of August, 2011.

A Commissioner for taking Affidavits for British Columbia

WARREN B. MILMAN
Barrister & Solicitor
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
(604) 643-7104

This is Exhibit "<u>A</u>" referred to in the Affidavit of DWAYNE YARETZ made before me on this 25th day of August, 2011.

A Commissioner for taking Affidavits in British Columbia

WARRELL D. E. Barrister & Solicitor 1300 - 777 DUNSMUIR STREET VANCOUVER, B.C. V7Y 1K2 (604) 643-7104 VBCE 120 - 800 West Pender St. Vancouver, BC V6C 2V6 Tel: 604-685-1008 Fax: 604-685-7923



Landmark Property Management Corp. Sabrina / James/lynden 618-1755 Robson Street Vancouver, B.C. V6B 3B7 Phone: 604-566-0566

Fax: 604-

604-608-3868

Aug 25, 2011

Inv#:1100190

Cust#: 52540

MM

customer will wire USD into our BMO acct

VBCE	Description		Cheque Details	Quantity	Rate	Total
BUY	USA	Chq / Tsf (M)		837,733.55	0.984800	\$825,000.00
SELL	CANADA	Chq / Tsf (M)		(825,000.00)	1.000000	(\$825,000.00)

SUBSCRIPTION FOR COMMON SHARES

TO: PAKIT Inc. (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of Common Shares in the capital of the Corporation (a "Common Share"), set forth below for the aggregate subscription price set forth below (the "Aggregate Subscription Price"), representing a subscription price of \$1.00 per Common Share, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Common Shares of PAKIT Inc." attached hereto (together with this page and the attached Schedule, the "Agreement"). In addition to this face page, the Subscriber must also complete the Schedule attached hereto, if applicable.

Notwithstanding the irrevocable nature of this Subscription Agreement, the Corporation agrees to deliver the Subscription Price, if received prior to August 25, 2011, to its solicitors with irrevocable instructions: (a) to hold the Subscription Price monies in trust pending the outcome of the Corporation's application for an extension of the order granted under the Companies Creditors Arrangement Act on July 28, 2011; (b) if the order is extended for a period of at least 20 days then to return the Subscription Price to the Corporation in which case the Corporation will complete the Subscription by issuing the Shares to the Subscriber as contemplated by this Subscription Agreement; (c) if the order is not so extended, to return the Subscription Price to the Subscriber in which case this Subscription Agreement will be considered null and void.

THE SUBSCRIBER ACKNOWLEDGES BEING ADVISED THAT THE CORPORATION IS OPERATING SUBJECT TO AN ORDER OF THE SUPREME COURT OF BRITISH COLUMBIA MADE JULY 28, 2011 UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT.

Landmark Property Management (Name of Subscriber - please pript) Corporation	Number of Common Shares: 825,000
	Aggregate Subscription Price: \$\\ \psi /. \(\O \) \.
Authorized Signatures Reserved to 1	
(Official Capacity or Title - please print)	If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to Ni 45- 108 (as defined herein) by virtue of being either (i) a trust
(Please print name of individual whose signature appears above if different than the name of the Subscriber printed	company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully
above.)	managed account managed by it, and in each case satisfying the criteria set forth in NI 45-108, complete the following and ensure that Schedule "A" is completed in
6/8-1755 Robson Street (Subscriber's Address)	respect of such principal ("Disclosed Beneficial Purchaser"):
(Subscriber's Address) Vancouver, BC V6G 3B7 (Subscriber's Address)	(Name of Principal)
(Telephone Number) (E-Mail Address)	(Principal's Address)
Register the Common Shares as set forth below:	Deliver the Common Shares as set forth below:
(Name)	(Name)
(Account reference, if applicable)	(Account reference, if applicable)
(Address)	(Address)
(Address)	(Address)

Please complete and sign this Agreement and the applicable Schedule and deliver them with a certified cheque or bank draft in the amount of the Aggregate Subscription Price payable to PAKIT Inc. at Suite 2250, 1050 West Pender Street, Vancouver, B.C. V6E 3S7, Attention: Daniel Byrne.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Agreement and the Corporation represents and warrants to the Subscriber that the representations and warranties made by the Corporation in this Agreement are true and correct in all material respects as of this date and that the Subscriber is entitled to rely thereon.

DATE:			PAKIT INC.		
<u> </u>	August 25	, 2011	Per:		
	ν			Authorized Signatory	

TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES OF PAKIT INC.

Offering of Common Shares

- The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Common Shares subscribed for hereunder form part of a larger issuance and sale by the Corporation of Common Shares at an issue price of \$1.00 per Common Share (the "Offering"). The Subscriber further acknowledges that the Corporation has no set minimum or maximum in respect of the Offering.
- The Common Shares are being offered to qualified subscribers in reliance upon exemptions from the registration and prospectus requirements of applicable Canadian securities legislation.
- Closings of the Offering will commence on a date to be determined by the Corporation in the sole discretion of the Corporation and will continue until such date as the Corporation determines.
- 4. All monetary references in this Agreement and the Schedule are in Canadian dollars.
- 5. Words imparting the singular number or neutral gender shall include the plural number or the feminine or masculine gender, and vice versa.

Representations, Warranties, Acknowledgements and Covenants of Subscriber

- 6. By executing this Agreement, the Subscriber (and if applicable, the others for whom it is contracting hereunder) represents, warrants, acknowledges and covenants to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that both at the date hereof and at the Closing Date:
 - (a) it acknowledges that it is aware of the characteristics of the Common Shares and the risks relating to an investment in the Common Shares;
 - other than the Corporation's presentation entitled "Corporate Presentation March 2010" that may have been provided to the Subscriber (the "Corporate Presentation"), it has not received, nor has it requested, nor does it have any need to receive, any prospectus, sales or advertising literature, offering memorandum or any other document describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist them in making an investment decision in respect of the Common Shares;
 - (c) it acknowledges and agrees that the Corporate Presentation does not contain or purport to contain all information about the Corporation;
 - (d) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications (including electronic display, such as the Internet) with respect to the distribution of the Common Shares:
 - (e) it has not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation except as expressly set forth herein;
 - (f) it is resident in the jurisdiction set forth as the "Subscriber's Address" on the face page of this Agreement;
 - (g) unless paragraph 6(g) below applies, it is purchasing the Common Shares as principal for its own account, not for the benefit of any other person, for investment only and not with a view to resale or distribution of all or any of the Common Shares and is an "accredited investor" as such term is defined in National Instrument 45-106 Prospectus and Registration Exemptions ("NI 45-106") and has concurrently executed and delivered a Representation Letter in the form attached as Schedule "A" to this Agreement;

- (h) if it is acting on behalf of a Disclosed Beneficial Purchaser:
 - (i) it is duly authorized to enter into this Agreement and to execute and deliver all documentation in connection with the purchase on behalf of the Disclosed Beneficial Purchaser,
 - (ii) it acknowledges that the Corporation is required by law to disclose to certain regulatory authorities, the identity of the Disclosed Beneficial Purchaser.
 - the Disclosed Beneficial Purchaser is resident in the jurisdiction set forth on the face page of this Agreement as the "Principal's Address", and
 - (iv) the Disclosed Beneficial Purchaser is an "accredited investor" as such term is defined in NI 45-106 and has concurrently executed and delivered a Representation Letter in the form attached as Schedule "A" to this Agreement;
- (i) it is aware that the Common Shares have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**") or the securities laws of any state and that the Common Shares may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states or an exemption from such registration requirements is available;
- it is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Common Shares for the account or benefit of a U.S. Person or a person in the United States;
- (k) the Common Shares have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Common Shares and executing and delivering this Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Agreement was executed and delivered;
- (i) It undertakes and agrees that it will not offer or sell any of the Common Shares in the United States unless such Common Shares are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Common Shares, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders;
- (m) if an individual, it is of the full age of majority and is legally competent to execute this Agreement and take all action pursuant hereto;
- (n) if a corporation, partnership, limited liability partnership, unincorporated association or other entity, it was not created or established solely to acquire the Common Shares or to permit a purchase of the Common Shares without a prospectus; it has the legal capacity and competence to enter into and be bound by this Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained, and the entering into of this Agreement and the transactions contemplated hereby, will not result in a violation of any of the terms and provisions of any law applicable to it, or any of its constating documents, or of any agreement to which the Subscriber is a party or by which it is bound;
- (o) this Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (p) it has been advised and is aware that the Common Shares are not listed or quoted on any stock exchange or public market and that it may only be able to resell the Common Shares in accordance with limited exemptions under applicable securities legislation and regulatory policy and in compliance with other requirements of applicable law. The Subscriber further acknowledges that it has been

advised to consult its own legal counsel in its jurisdiction of residence for full particulars of applicable resale restrictions and agrees that it will not resell the Common Shares, except in accordance with the provisions of applicable securities legislation, regulations, rules or policies;

- (q) no person has made to the Subscriber any written or oral representations:
 - (i) that any person will re-sell or re-purchase any of the Common Shares;
 - (ii) that any person will refund the purchase price of the Common Shares; or
 - (iii) as to the future price or value of any of the Common Shares;
- (r) it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and it, or, where it is not purchasing as principal, the Disclosed Beneficial Purchaser, is able to bear the economic risk of loss of its investment;
- (s) the Subscriber is capable of assessing the proposed investment as a result of the Subscriber's financial experience or as a result of advice received from a registered person other than the Corporation or any affiliates thereof;
- (t) it is aware that no securities commission or similar regulatory authority has reviewed or passed on the merits of the Common Shares and that there is no government or other insurance covering the Common Shares:
- (u) the Corporation has advised the Subscriber that: (i) the Corporation is relying on an exemption from the requirements of filing and delivery of a prospectus under applicable securities legislation on the basis of representations made by the Subscriber and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber; (ii) the Subscriber may not receive information that might otherwise be required to be provided to the Subscriber under applicable securities legislation if the exemption were not being used; and (iii) the Corporation is relieved from certain obligations that would otherwise apply under the applicable securities legislation if the exemption were not being used;
- (v) it understands that the sale and delivery of the Common Shares are conditional upon such sale being exempt from the requirement to file a prospectus, or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus;
- (w) it will execute, deliver, file and otherwise assist the Corporation in filing all such reports, undertakings and other documents with respect to the issue of the Common Shares as may be required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission or other regulatory authority;
- (x) it acknowledges that the certificates representing the Common Shares will bear a restrictive legend in accordance with applicable securities legislation;
- (y) the Subscriber is not a "control person" of the Corporation as defined in the Securities Act (British Columbia), will not become a "control person" by virtue of the purchase of the Common Shares hereunder, and does not intend to act in concert with any other person to form a control group of the Corporation;
- (z) none of the funds the Subscriber is using to purchase the Common Shares are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities; and
- the Corporation's legal counsel is acting solely for the Corporation in connection with the Offering and the Subscriber acknowledges that it has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for Common Shares and accordingly,

has been independently advised as to the meanings of all terms contained herein relevant to the Subscriber for the purposes of giving representations, warranties and covenants under this Agreement.

- 7. The Subscriber agrees that the representations, warranties and covenants contained herein will be true and correct both as of the execution of this subscription and as of the Closing Time and will survive the completion of the issuance of the Common Shares.
- 8. The Subscriber, on its own behalf and, if applicable, on behalf of the others for whom it is contracting hereunder, agrees to indemnify and hold harmless the Corporation and its directors, officers, employees, agents, advisers (including its legal counsel) and shareholders from and against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation, warranty or acknowledgement of the Subscriber contained herein or in any document furnished by the Subscriber to the Corporation with the Offering being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber, on its own behalf and, if applicable, on behalf of the others for whom it is contracting hereunder, herein or in any document furnished by the Subscriber to the Corporation in connection herewith. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber or those for whom it is contracting, set forth herein which takes place prior to the Closing Time.

In making an investment decision, investors must rely on their own examination of the Corporation and the terms of the Offering, including the merits and risks involved. These Common Shares have not been recommended or approved or disapproved by any securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is an offence.

Representations and Warranties of the Corporation

- 9. The Corporation hereby represents and warrants to the Subscriber (and acknowledges that the Subscriber is relying thereon) that:
 - (a) the Corporation has the full corporate right, power and authority to execute and deliver this Agreement and to issue the Common Shares to the Subscriber; and
 - (b) this Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms.

Closing

- 10. Closing in respect of the sale of the Common Shares will be completed at the offices of the Corporation or its legal counsel. The closing date (the "Closing Date") and time (the "Closing Time") will be determined by the Corporation and the Corporation may have more than one closing. The Corporation expects that the Closing Date will be on or around ________, 2011, or such earlier or later date as the Corporation may determine in its sole discretion.
- 11. The Subscriber agrees to deliver to the Corporation as soon as possible, and, in any event, not later than 4:00 p.m. (Vancouver time) two business days before the Closing Date of which the Subscriber receives notice: (a) this duly completed and executed Agreement; (b) a duly executed Representation Letter (in the form attached hereto as Schedule "A"); (c) a certified cheque or bank draft payable to the Corporation for the Aggregate Subscription Price or payment of same in such other manner as acceptable to the Corporation; and (d) such other documents as may be requested by the Corporation.
- 12. This subscription may be accepted in whole or in part and the right is reserved to the Corporation to allot to any Subscriber less than the number of Common Shares subscribed for. If this subscription is rejected in whole, the cheque delivered by the Subscriber to the Corporation representing the principal amount of the Common Shares subscribed for herein will be promptly returned to the Subscriber, without interest or deduction. If this subscription is accepted only in part, a cheque representing the portion of the purchase price representing that

- portion of the subscription for the Common Shares which is not accepted will be promptly delivered to the Subscriber, without interest or deduction. The Corporation reserves the right to review and accept or reject any subscription.
- 13. The Corporation shall be entitled to rely on delivery of a facsimile copy of this executed Agreement, and acceptance by the Corporation of such Agreement shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. In addition, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

General

- 14. Time shall be of the essence hereof.
- 15. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the sale of the Common Shares to the Subscriber shall be borne by the Subscriber.
- 16. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent to the beneficial owner and as otherwise herein provided, this Agreement shall not be assignable by any party without prior written consent of the other party.
- 17. The Subscriber, on its own behalf and, if applicable, on behalf of the others for whom it is contracting hereunder, agrees that this offer is made for valuable consideration and, subject to Sections 20 and 21, may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of the others for whom it is contracting hereunder.
- 18. The Subscriber, on its own behalf and, if applicable, on behalf of the others for whom it is contracting hereunder, acknowledges that this Agreement and the Schedules hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Common Shares under applicable securities legislation, preparing and registering certificates representing Common Shares to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities, (b) the Corporation's current or future registrar and transfer agent, (c) any government agency, board or other entity; and (d) any of the other parties involved in this private placement, including the Corporation and its legal counsel, and may be included in record books in connection with this Offering. By executing this Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information.
- 19. If the Subscriber is resident in the Province of Ontario, the Subscriber is hereby notified by the Corporation that (i) the Corporation is required to provide information ("personal information") pertaining to the Subscriber required to be disclosed in Schedule I of Form 45-106F1 under NI 45-106 (including the Subscriber's name, address, telephone number and the number of Common Shares purchased), which Form 45-106F1 is required to be filed by the Corporation under NI 45-106, (ii) the personal information will be delivered to the Ontario Securities Commission ("OSC") in accordance with NI 45-106, (iii) such personal information is being collected indirectly by the OSC under the authority granted to it in securities legislation, (iv) such personal information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario, and (v) the public official in Ontario who can answer questions about the OSC's indirect collection of such personal information is the Administrative Assistant to the Director of Corporate Finance at the OSC, Suite 1903, Box 5520 Queen Street West, Toronto, Ontario M5H 3S8, Telephone: (416) 593-8086. By executing this Agreement, the Subscriber hereby authorizes the indirect collection of such personal information by the OSC.
- 20. The Corporate Presentation may be considered an "offering memorandum" within the meaning of the Securities Act (Ontario) and for the purposes of Ontario securities laws. Where an offering memorandum is delivered to an investor resident in Ontario to whom securities are distributed in reliance upon the "accredited investor"

prospectus exemption in NI 45-106, the right of action referred to in Section 130.1 of the Securities Act (Ontario) ("Section 130.1") is applicable, except with respect to distributions to certain sophisticated investors who, pursuant to Ontario Securities Commission Rule 45-501 — Ontario Prospectus and Registration Exemptions, are not entitled to such right of action. Such sophisticated investors include:

- (a) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act;
- (b) a bank named in Schedule I or II of the Bank Act (Canada), loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (c) an authorized foreign bank named in Schedule III of the Bank Act (Canada);
- (d) the bank incorporated under the Business Development Bank of Canada Act (Canada); or
- (e) a subsidiary of any person referred to in clauses (i) to (iv) above, if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.
- Section 130.1 provides purchasers who purchase securities offered by an offering memorandum, other than the sophisticated purchasers described above, with a statutory right of action against the issuer of securities and any selling securityholder for rescission or damages in the event that the offering memorandum or any amendment to it contains a "misrepresentation". "Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made. In the event that the Corporate Presentation is delivered to a prospective purchaser of Common Shares in connection with a trade made in reliance upon the "accredited investor" exemption, and the Corporate Presentation contains a misrepresentation which was a misrepresentation at the time of purchase of the Common Shares, such purchaser (other than a sophisticated purchaser described above) will have a statutory right of action against the Corporation for damages or, while still the owner of the Common Shares, for rescission, in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages, provided that:
 - (a) no action shall be commenced more than, in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or, in the case of any other action, the earlier of: (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) three years after the date of the transaction that gave rise to the cause of action;
 - (b) the defendant will not be liable if it proves that the purchaser purchased the Common Shares with knowledge of the misrepresentation;
 - (c) the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Common Shares as a result of the misrepresentation relied upon; and
 - in no case will the amount recoverable exceed the price at which the Common Shares were offered to the purchaser.

The foregoing is subject to the express provisions of the applicable securities laws, regulations and rules, and reference is made thereto for the complete text of such provisions. Such provisions may contain limitations and statutory defences on which the Corporation and other applicable parties may rely. The Subscriber should refer to the applicable provisions of the securities legislation for the particulars of these rights or consult with a legal advisor.

22. This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof.

- 23. Except as set forth herein, neither this Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.
- 24. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
- 25. The contract arising out of this Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the Subscriber irrevocably attorns to the jurisdiction of the Courts of the Province of British Columbia.
- 26. The parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up on the English language. Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention de souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.

SCHEDULE "A"

REPRESENTATION LETTER FOR ACCREDITED INVESTORS

TO: PAKIT Inc. (the "Corporation")

In connection with the purchase of Common Shares of the Corporation under the attached Subscription Agreement (the "Agreement") by the undersigned (the "Subscriber" for the purposes of this Schedule "A"), the undersigned hereby represents, warrants, covenants and certifies to the Corporation that:

- 1. The Subscriber is a resident of ______ or is subject to the laws of such jurisdiction.
- 2. The Subscriber (a) is purchasing the Common Shares as principal for its own account for investment only, not for the benefit of any other person, and not with a view to resale or distribution of all or any of the Common Shares; or (b) complies with the provisions of paragraph 6(g) of the Agreement.
- 3. The Subscriber is an "accredited investor" within the meaning of National Instrument 45-106 Prospectus and Registration Exemptions by virtue of satisfying the indicated criteria as set out in Appendix "1" to this Representation Letter.
- 4. The Subscriber acknowledges and has been advised that:
 - (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Common Shares;
 - (b) there is no government or other insurance covering the Common Shares;
 - (c) there are risks associated with the purchase of the Common Shares;
 - (d) there are restrictions on the Subscriber's ability to resell the Common Shares and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Common Shares;
 - the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the Securities Act (British Columbia) and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by such Act, including statutory rights of rescission or damages, will not be available to the Subscriber; and
 - (f) the certificate representing the Common Shares will be endorsed with a legend specifying that such Common Shares are subject to a restriction on resale.
- 5. The delivery of this subscription, the acceptance hereof by the Corporation and the issuance of the Common Shares to the Subscriber complies with all applicable laws of the Subscriber's jurisdiction of residence and domicile and will not cause the Corporation or any of its officers or directors to become subject to, or require, any disclosure, prospectus, registration or other reporting requirement.
- 6. The foregoing representations, warranties and covenants will be true and correct both as of the execution of this Representation Letter and as of the Closing Time and will survive the completion of the issuance of the Common Shares.

- 7. The foregoing representations, warranties and covenants are made by the undersigned with the intent that they may be relied upon in determining its suitability as a subscriber of Common Shares and the undersigned agrees to indemnify the Corporation and its affiliates, shareholders, directors, officers, partners, employees and agents (including its legal counsel) against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. The undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.
- 8. Capitalized terms not defined in this Representation Letter shall have the meanings ascribed in the Agreement.

By:

Dated: _	August	25	, 2011

Print name of Subseriter

Signature of Subscriber or Authorized Signatory

Tames B. Law
Print Name of Signatory (If different from

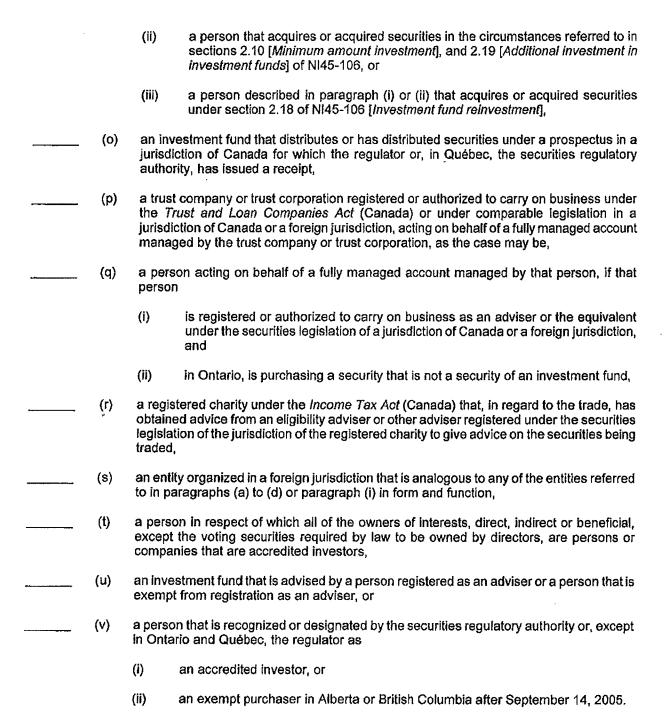
Subscriber)

<u>FILSIOL</u>

IMPORTANT: PLEASE INITIAL EACH OF THE APPLICABLE CRITERIA ON APPENDIX "1" ON THE NEXT PAGE

APPENDIX "1" TO SCHEDULE "A"

Accredi	ted Inv	estor (defined in NI 45-106) means:
	(a)	A Canadian financial institution, or a Schedule III bank,
	(b)	the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada),
	(c)	a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
	(d)	a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador),
	(e)	an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
· · · · · · · · · · · · · · · · · · ·	(f)	the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
	(g)	a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
-	(h)	any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
	(i)	a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada,
	(j)	an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,
	(k)	an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
	(i)	an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,
Jh.	(m)	a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,
	(n)	an investment fund that distributes or has distributed its securities only to
		(i) a person that is or was an accredited investor at the time of the distribution,



NOTE: The investor must initial beside the applicable portions of the above definition.

For the purposes hereof:

"accredited investor" means a person who meets the criteria in any of the above categories.

[&]quot;Canadian financial institution" means

- (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.

"eligibility adviser" means

- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of a jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practising member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person or company that has acted for or been retained by the issuer or any of its directors, senior officers, founders or control persons within the previous 12 months.

"financial assets" means

- (i) cash;
- (ii) securities; or
- (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation.
- "fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction.
- "Investment fund" has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure.
- "non-redeemable investment fund" has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure.

"person" includes

- (I) an individual;
- (ii) a corporation;
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

"related liabilities" means

- liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or
- (ii) liabilities that are secured by financial assets.

"subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

For the purpose of this Instrument, an issuer is an affiliate of another issuer if

- (i) one of them is the subsidiary of the other, or
- (ii) each of them is controlled by the same person.

All monetary references are in Canadian Dollars.

This is Exhibit "<u>B</u>" referred to in the Affidavit of DWAYNE YARETZ made before me on this 25th day of August, 2011.

A Commissioner for taking Affidavits in British Columbia

SUBSCRIPTION FOR COMMON SHARES (United States Residents)

TO:	PAKIT Inc., a corporation inc "Corporation")	orporated under the Canada Business Corporation Act (the
Co. "Subscription	mmon Shares ("Shares") for an Price"), representing a subscription	ably subscribes for and agrees to purchase from the Corporation aggregate consideration of CBN\$ 105, 200 (the price of CDN\$1.00 per Share, out the terms and conditions set ption Agreement"). The Shares are referred to herein as the
Subscription P Subscription P granted under of at least 20 complete the S (c) if the order	Price, if received prior to August 25, 2 Price monies in trust pending the outco the Companies Creditors Arrangement days then to return the Subscription Subscription by issuing the Shares to	ubscription Agreement, the Corporation agrees to deliver the 2011, to its solicitors with irrevocable instructions: (a) to hold the come of the Corporation's application for an extension of the order at Act on July 28, 2011; (b) if the order is extended for a period in Price to the Corporation in which case the Corporation will the Subscriber as contemplated by this Subscription Agreement; scription Price to the Subscriber in which case this Subscription
OPERATING	I UNDER THE COMPANIES' CR	HE SUPREME COURT OF BRITISH COLUMBIA MADE EDITORS ARRANGEMENT ACT.
DATED this_	25 day of Azz.	20.11 10679 & Fanfol Con
Name of Subscrit	ber (please print)	Subscriber's Address, Including Zip Code X OTTS - Like A & F5 2 ST
Authorized S	ignatory / Signature	180 415 0093
(N)		Subscriber's Telephone Number Fax Number
appears above if a Subscriber printed	e of individual whose signature different than the name of the d above.)	Zeoston & Corruele Cap. Co. Subscriber's Brazil Address
Official Capacity (please print)	or Title, if authorized signatory	Witness (if Subscriber is an individual)
		Print Name of Witness
Registration Inst	ructions;	Delivery Instructions:
Nanie		Name
		- CALICO
Account reference, i	fapolicable .	Account reference in applicable
Address	V	Address
Telephone Number	Fax Number	Telephone Number Fax Number
Contact Name		Contact Name
	nes to take title to the Securities as follows:	Collect Idalike
[] Individual, as ser		
•	e, as community property	
[] Joint Tenants		
[] Tenants in Comm	non	
	n, partnership, LLC etc): Please	
specify		

A completed and duly executed Schedule "A" and Schedule "B" must accompany this Subscription Agreement.

	(f)	the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;	[] (q)	a person acting on behalf of a fully manager account managed by that person, if that person (i is registered or authorized to carry on business a an adviser or the equivalent under the securitie legislation of a jurisdiction of Canada or a foreign jurisdiction, and (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
	(g)	a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;	□ (r)	a registered charity under the <i>Income Tax Ac</i> (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
	(h)	any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;	□ (s)	an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) and paragraph (i) in form and function;
	(i)	a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;	□ (I)	a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons or companies that are accredited investors;
B	(j)	an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds Cdn\$1,000,000;	□ (u)	an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
	(k)	an individual whose net income before taxes exceeded Cdn\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded Cdn\$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;	□ (v)	a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as (i) an accredited investor, or (ii) an exempt purchaser in Alberta or British Columbia.
Por th	ւе քաղ	poses of this certificate:		

- A trust company or trust corporation described in paragraph (p) above, other than a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the Trust and Loan Companies Act (Canada) or under comparable legislation in (a) another jurisdiction of Canada, is deemed to be purchasing as principal; and
- (b) A person described in paragraph (q) above is deemed to be purchasing as principal.

For the purposes of this certificate, the following definitions apply:

[&]quot;Additional Investment in Investment Funds exemption" refers to the following exemption:

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate as of the Acceptance Date of the attached Subscription Agreement. If any such representation or warranty shall not be true and accurate prior to the acceptance on the Acceptance Date, the undersigned shall give immediate written notice of such fact to the Corporation.

Dated: \$-25-11	Signed: 12.5
Witness (If Subscriber is an Individual)	Print Name of Subscriber
Print Name of Witness	If Subscriber is a Corporation, Print Name and Title of Authorized Signing Officer

SCHEDULE "B" TO U.S. SUBSCRIPTION AGREEMENT

US ACCREDITED INVESTOR FORM

"A	ccredited Investor" means any entity which comes within any of the following categories. The Subscriber must
pla	ce their initials next to the category or categories that apply:
	A bank, as defined in Section 3(a)(2) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the 1933 Act, whether acting in its individual or fiduciary capacity; or
	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange Act of 1934; or
	An insurance company as defined in Section 2(13) of the 1933 Act; or
	An investment company registered under the United States Investment Company Act of 1940; or
	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940; or
	A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the United States Small Business Investment Act of 1958; or
	A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S. \$5,000,000; or
	An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974 in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of U.S. \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
	A private business development company as defined in Section 202(a)(22) of the United States Investment Advisers Act of 1940; or
	An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. \$5,000,000; or
*****	Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer; or
Χ̈́	A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds U.S.\$1,000,000; or
	A natural person who had an individual income in excess of U.S.\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S.\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or
-	A trust, with total assets in excess of U.S.\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the 1933 Act; or
-	Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

Letter of Authorization Form for International Wire Transfers

For use by International Services

- Do not use this form for retirement and Schwab Bank accounts.
 Visit schwab.com for IRA distribution and Schwab Bank wire request forms.
- Please complete this form to wire funds from your Schwab account to a bank/financial institution outside the U.S.
- We may need to confirm your instructions prior to processing your request. To avoid delay, complete all required fields and provide all telephone numbers requested in Section 2.
- For same-day processing, we must receive your request before 2:00 p.m. U.S. Eastern time AND be able to reach you and verify your information before 4:00 p.m. U.S. Eastern time if verification is required. (Verification cannot be conducted between 11:00 p.m. and 9:00 a.m. U.S. Eastern time.)

charles schwab

www.schwab-global.com
Fax your request to +1-602-355-3266
Wire questions? Call +1-602-355-3426
or 1-877-853-1801
(Wire team operating hours:
9:00 a.m.-7:00 p.m.
U.S. Eastern time, Monday-Friday)
Page 1 of 4

.1. Type of Lett	er of Authoriza	tion Select one	e. This information is re	equired.					
2 One-time	Stending I your Instru	Standing Instructions (By selecting "standing instructions," you are authorizing Schwab to act on future fund-wiring requests until your instructions are changed or revoked according to the terms described in Section 6.) Note: Custodial accounts are not eligible for standing instructions.							
2. Schwab Acc	ount Informati	on			 				
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				Laction	2 Easter	1			
(180) (G/Y	ountry Code) (City Cod	fe)		Alternate Telephone Ruy () ()	fiber Whele You Ca	n Be Reached immediately (Country Code) (City Co			
3. U.S. Corresp	ondent Bank ir	iformation* (f	or a U.Sdollar wire tra	nsfer to outside the U.S	S. only)				
Correspondent Bank N	lame		Federal ABA Number		Account N	umber (if applicable)			
*Please contact y	our financial insti	tution for accur	ate information.						
4. Receiving Ba	nk Information	† (For examples	s, see Section 7.)			······································			
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Inal Beneficiary Account	Number (if applicable)		Relationship to Final Benef	iclary (if applicable)			
isine of Final Beneficiary	(if applicable)	***************************************		Wike Reference (if applicable)					
ddress of Final Benefick	νγ (if applicable; requ	ired if Final Benefici	ary is different from Schwab a	ocount registration)					



^{&#}x27;To avoid delay, please contact receiving financial institution for accurate routing information.

^{*}If an intermediary bank is used, an additional fee may be charged by the intermediary bank.

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3.	ж	CC	оп	m	51	ati	19

If you request to wire out the entire balance from your Schwab account, please indicate below whether you want your account to remain open or be closed,

🕰 Account to remain open

Account to be closed

6. Please Read and Sign

Please note: Schwab cannot guarantee that the receiving bank will post the wired funds for same-business-day credit. However, in most Instances within the U.S., transfers are received by the receiving bank on the same business day that Schwab wires them. Funds must be cleared on date of the proposed transfer, or my wire may be delayed. In order to withdraw funds within the first 90 days after the account was opened, I may be required to provide additional information. I understand that wiring funds outside of the U.S. may take longer to initiate and three to five business days to complete.

I authorize Charles Schwab & Co., Inc. to wire funds from my Schwab account pursuant to the above instructions and to verify those instructions with the receiving bank. I understand that Schwab, at its discretion, may not process the wire if i cannot be contacted for verification of instructions or if the instructions are not complete. For standing instructions only: I understand that Schwab may accept future requests to wire

funds from my account according to the above instructions. Such requests may be made by any person with signing authority with respect to my Schwab account and may be delivered orally, in person or by telephone, or may be transmitted by facsimile or delivered in a signed writing. I hereby agree to Indemnify and hold Schwab harmless from and against any loss, claim, damage or liability arising out of or resulting from any action taken by Schwab in reliance upon instructions provided under this Letter of Authorization that Schwab in good faith believes

I understand that these instructions are permanent unless changed or revoked by any person with signing authority with respect to my Schwab account and that Schwab reserves the right to decline to act on these instructions at eny time without prior notice. If I change the above instructions, I understand that Schwab may require the new instructions in writing.

to be genuine.

If a request for a transfer involves a currency other than U.S. dollars, my funds will be exchanged for such other currency at the current rate of exchange on or before the transfer date in accordance with normal Schwab procedure. Currency exchange rates fluctuate over time, and I acknowledge and accept the risks of such fluctuations between the time | initiate a request for a transfer and the time the transfer is either completed or is unwound due to a cancellation. an amendment, a rejection or a return.

i acknowledge and am responsible for the additional fees that may be applied to the transfer by the receiving bank or an intermediary bank. Schwab has no control over the Intermediary or receiving bank's fee structure.

Please note: If this is a Custodial account, I acknowledge and agree that any funds or securities transferred out of the account, and Into the account of the custodian or other account, shall be used or applied solely for the benefit of the minor.

Signature(s) and Date(s) Required

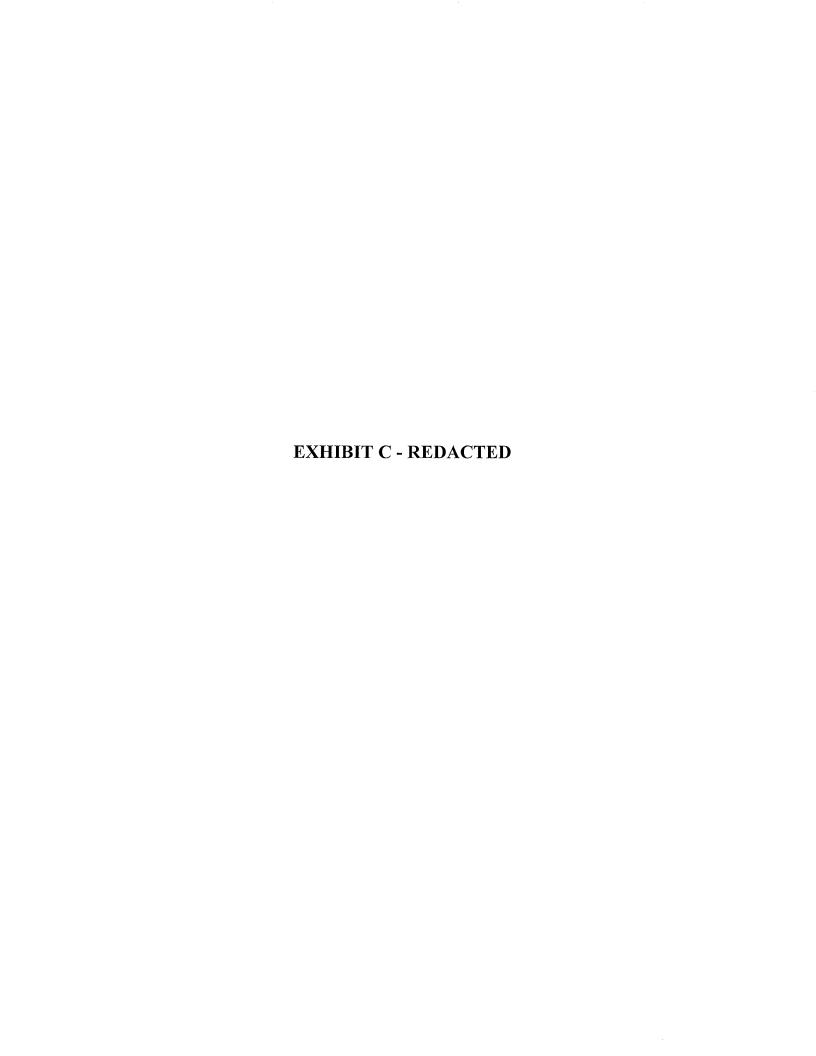
Print Name Wealy Easter

FOR CHARLES SCHWAB USE DNLY:

Contimation Call Request 🔲

This is Exhibit "<u>C</u>" referred to in the Affidavit of DWAYNE YARETZ made before me on this 25th day of August, 2011.

A Commissioner for taking Affidavits in British Columbia



This is Exhibit "<u>D</u>" referred to in the Affidavit of DWAYNE YARETZ made before me on this 25th day of August, 2011.

A Commissioner for taking Affidavits in British Columbia

