COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
COMPANIES	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED AND IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9 AND IN THE MATTER OF 1252064 ALBERTA LTD. 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC.
DOCUMENT	**EIGHTH REPORT OF THE MONITOR** **AUGUST 29, 2013**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MONITOR** 1000, 440 - 2nd Avenue SW Calgary, Alberta T2P 5E9 Attention: Neil Narfason / Cassie Riglin Telephone: 403-206-5067 / (403) 206-5139 Fax: 403-206-5075 Email: Neil.Narfason@ca.ey.com Cassie.Riglin@ca.ey.com **COUNSEL** McCarthy Tétrault LLP Suite 3300, 421 7th Avenue SW Calgary AB T2P 4K9 Attn: Sean Collins / Walker MacLeod Telephone: 403-260-3531 / 403-260-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca

TABLE OF CONTENTS OF THE EIGHTH REPORT

APPENDICIES TO THE EIGHTH REPORT

INTRODUCTION

1. On June 7, 2012, 1252064 Alberta Ltd. ("125"), 1330075 Alberta Ltd. ("133") and Harvest Capital Management Inc. ("HCMI") sought and obtained protection from their creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended, (the "CCAA") pursuant to an order of this Honourable Court (the "Initial Order").

2. Pursuant to the Initial Order, Ernst & Young Inc. was appointed monitor of 125, 133 and HCMI (the "Monitor").

3. Pursuant to an Order of this Honourable Court dated August 20, 2012, the Monitor's powers were expanded to assume sole conduct and management of any and all inter-company accounts receivable and payable as may exist with any of Related Parties (as defined in the Order granted by the Honourable Court dated July 5, 2012) including the power to take such steps as the Monitor may deem necessary or advisable to realize on such accounts receivable or effect payment of such accounts payable.

4. Pursuant to an Order of this Honourable Court dated August 24, 2012, the Monitor's powers were further expanded (the "Expanded Powers") to increase the involvement and ability of the Monitor to facilitate transactions and commence realization of the Companies' assets.

5. 125, 133 and HCMI are sometimes collectively referred to as the "Companies" or the "Debtors".

6. The purpose of this eighth report (the "Eighth Report") of the Monitor is to provide this Honourable Court with the Monitor's comments in respect of the following:

    a) 133's agreement to sell the Balsam Lake house and lands;

b) 125's agreement to enter into the ASI 17th Avenue Corp. ("ASI") Settlement (defined below);

c) 133's listing of the Calmar land;

d) 133's application for a UDI Mortgage Advice and Directions Protocol (defined below); and

e) the Monitor's recommendations.

7. Capitalized terms not defined in this Eighth Report are as defined in the Initial Order.

8. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

9. Background for the Companies and their operations is contained in the materials filed in support of the application for the Initial Order including the June 5, 2012 affidavit of Mr. Ron Aitkens (the "June 5 Aitkens Affidavit"). These documents, together with other information regarding these CCAA proceedings, have been posted by the Monitor on its website at: www.ey.com/ca/foundationgroup.

TERMS OF REFERENCE

10. In preparing this Eighth Report, the Monitor has relied upon unaudited financial information, company records and discussions with management of the Company. The Monitor has not performed an audit, review or other verification of such information.

BALSAM LAKE HOUSE AND LAND SALE

11. 133 owns seven adjacent parcels of land near Balsam Lake, Ontario. One parcel is a 2.93 acres site which has a house and tenant (the "Balsam House") and the other six parcels make up 668 acres which is vacant (the "Balsam Land"). A copy of the titles for the Balsam House and the Balsam Land are attached to this Second Report as Appendix A.

12. As a result of certain promissory notes issued by 133 to Legacy Communities Inc. ("Legacy"), in relation to the original purchase of the Balsam House and Balsam Land, Legacy has recently registered a notice on title for these properties. The proposed sale approval and vesting orders provide that the title would transfer to the purchasers free and clear of this registration. Legacy has asked that the Balsam House and Balsam Land sale proceeds, less a portion of the CCAA Administration costs, be held in trust pending resolution of the Legacy claim against the Balsam House and Balsam Land. The Monitor is seeking that the amount deducted for the CCAA Administration costs be $250,000.

13. EYI as co-manager of 133 contacted five Ontario based realtors to get proposals to sell the Balsam House and Balsam Land. Of the five realtors contacted, two submitted proposals. Based on the proposals received, the Monitor selected ReMax All-Star Realty Inc. based in Lindsay, Ontario as the listing agent (the "Listing Agent") for both the Balsam House and Balsam Land.

Balsam House

14. Based on the comparable transactions in the area, the Monitor and the Listing Agent agreed that the Balsam House be listed for sale for $199,900 ("House List Price"). The Balsam House was listed in May 2013.

15. The Listing Agent showed the Balsam House to approximately 12 interested parties. The Monitor attempted to negotiate a sale with one party, but due to timing and certain conditions within the offer was unable to finalize that agreement.

16. The Monitor has accepted, subject to court approval, a sale of the Balsam House for $170,000. A copy of the agreement of purchase and sale for the Balsam House ("Balsam House Agreement") is attached to this Second Report as Appendix B.

17. The Balsam House Agreements stipulates a closing date of October 1, 2013. The Monitor has given the appropriate notice, under the *Residential Tenancies Act*

(Ontario), to the current tenants of the Balsam House in order to accommodate an October 1, 2013 closing date.

Balsam Land

18. Based on the comparable transactions in the area, the Monitor and the Listing Agent agreed that the Balsam Land be listed for sale for $449,900 ("Land List Price"). The Balsam Land was listed in May 2013.

19. The Listing Agent showed the Balsam Land to approximately 8 interested parties.

20. The Monitor has accepted, subject to court approval, a sale of the Balsam Land for $435,000. A copy of the agreement of purchase and sale for the Balsam Land ("Balsam Land Agreement") is attached to this Second Report as Appendix C.

21. The Balsam Land Agreement stipulates a closing on September 16, 2013 and the Balsam House Agreement stipulates a closing date of October 1, 2013.

MONITOR'S ANALYSIS OF THE BALSAM SALES

22. The Monitor understands that the offers were received within an acceptable range of the House List Price and the Land List Price and these lands were listed for approximately two months

23. Based on the above analysis, the Monitor believes the Balsam House Agreement and the Balsam Land Agreement provide the best available recovery for 133 and its stakeholders. The Monitor believes the value is fair and reasonable taking into account the market value as established by the sales process, the comparable sales in the area and, in the Monitor's view, is likely greater than what would be recovered under liquidation.

24. The Monitor notes that 133 purchased the Balsam House and Balsam Land for $2.6 million 2008. The Monitor views this purchase price as an outlier to market comparables and is therefore not representative of market value.

25. The Monitor believes that the process that resulted in achieving the Balsam House Agreement and the Balsam Land Agreement meets the requirements under s. 36 of the CCAA.

26. As the Balsam Lake House and Balsam Lake Land is unencumbered, the sale proceeds any additional recoveries into 133 from further asset sales will be made available to 133 to assist in the restructuring and realization of its remaining assets and interests.

ASI SETTLEMENT

27. Through the Monitor's sources and uses analysis of 125's funds the Monitor determined that on September 25, 2008 125 advanced $2,865,000 to 1111692 Alberta Ltd. ("111") and 111 then used those funds to acquire 18,181 common shares of ASI. The 18,181 shares represented 50% of the common shares of ASI.

28. On September 25, 2008 111 issued a promissory note to 125 for $2.85 million.

29. 111 is wholly owned by Mr. Ron Aitkens and Mr. Aitkens is the sole director.

30. In the fall of 2012 EYI as co-manager of 125 entered into settlement discussions with Mr. Aitkens regarding the repayment of the promissory note.

31. On February 25, 2013 a settlement was reached between 125 and 111 whereby 111 agreed to repay the promissory note owing to 125 by transferring the 18,181 ASI shares to 125 (the "111 Settlement"). 125 agreed that if it received more than the $2.85 million for the ASI shares it would split the amount above $2.85 million equally as between 125 and 111. A copy of the 111 Settlement is attached at Appendix D.

32. ASI holds two parcels (the "ASI Parcels") of land being:

a) Parcel 1: 221 17 Avenue SE, Calgary, AB; and

b) Parcel 2: 229/235 17 Avenue SE & 1705 MacLeod Trail SE, Calgary, AB

33. ASI's properties have tenants paying lease/rental payments; however, these properties have not been generating sufficient cash flow to cover all the expenses and required secured loan payments. As such, they have had negative cash flow and ASI management has requested cash calls from its shareholders. As of August 14, 2013 the outstanding cash calls owed by 111, now 125, are approximately $380,000.

34. In addition, ASI's secured and unsecured obligations including outstanding shareholder cash calls to fund the working capital deficiency, which rank ahead of the ASI equity, totalled approximately $ 4,070,000.

35. Upon reaching the 111 Settlement, EYI as co-manager of 125 entered into discussions with the manager and other 50% common shareholder of ASI as to the possible monetization of 125's 18,181 ASI shares. The other 50% of the shares of ASI are owned collectively by Mr. Frank Lonardelli and Vincenti Enterprises Ltd., a company controlled by Mr. Lonardelli.

36. On August 14, 2013 125 and 1210560 Alberta Ltd. ("121") entered into a share purchase and release agreement (the "ASI Settlement") whereby 125 would sell its 18,181 shares of ASI to 121 for $450,000. A copy of the ASI Settlement is attached at Appendix E.

37. 121 will advance a $45,000 deposit which is expected to be received by September 3, 2013 and closing is to occur on November 1, 2013. The deposit is refundable is Court approval of the ASI Settlement is not achieved.

MONITOR'S ANALYSIS OF THE ASI SETTLEMENT

38. In October 2012 ASI listed the ASI Parcels for sale, unpriced, with Coldwell Banker Commercial for a period of 90 days. Coldwell advised that it directly contacted 30 development/JV Investment companies and provided them with an

offering package. Coldwell advised that they held meetings with approximately 15 of these parties. Coldwell further advised that no bona fide offers were received during the listing period.

39. EYI as co-manager of 125 retained Colliers International to perform an appraisal of the ASI Parcels. A final appraisal was received on July 16, 2013 which valued the ASI Parcels at $5.16 million. The Monitor notes that this appraisal is for 100% of the ASI Parcels and, as such, did not reflect any discount for 125 only owing 50% of the ASI Parcels.

40. The Monitor calculated 125's ASI share value as $5.16 million less $4.07 million multiplied by 50% being $545,000. The Monitor then applied a discount to that $545,000 amount to reflect that 125 does not own 100% of the ASI shares, 125 did not have the funds to meet the outstanding cash calls owing to ASI and 125 was not managing ASI in order to arrive at the settlement amount of $450,000.

41. The Monitor considers the $450,000 to be a reasonable settlement in the circumstances and believes the ASI Settlement maximizes the recovery to 125's stakeholders.

42. The Monitor believes that the process that resulted in achieving the ASI Settlement meets the requirements under s. 36 of the CCAA.

CALMAR LAND

43. The Calmar land consists of two adjacent parcels of land in the Town of Calmar, Alberta. "Lot 1" (Block 1 Lot 1 Plan 0522859) is 53.13 acres; "Lot 2" is 76.36 acres (the "Calmar Land").

44. The Calmar Land was purchased by 133 on September 3, 2008 for $7.2 million. Cash of $2.7 million was paid and 133 assumed a first mortgage of $329,000 (the Hancar mortgage), undivided interest ("UDI") mortgages of $2.038 million and gave a Vendor Take-back ("VTB") mortgage to Calmar Lands Ltd. (the vendor) for $2.1 million.

45. The $2.7 million of cash advanced was funded by Foundation Mortgage Corporation ("FM1"), a company owned by Ron Aitkens, however, FM1 was financed by approximately 325 bond holders.

46. The Monitor understands that a development plan in place with the Town of Calmar for residential development. The Harvest Group referred to this project as 'Sunrise Estates'.

47. The Calmar Land is currently appraised at approximately $5.1 million. The total secured debt (i.e. mortgages) and accrued interest along with a builder's lien on title, at July 31, 2013 was $9.741 million. Not all of the mortgage debt is registered on both Lots. Specifically, the Hancar mortgage is registered in first place on Lot 1 while the UDI mortgages are registered only on Lot 2. The mortgages held by Calmar Lands Ltd. and FM1 are registered on both Lots.

48. Based on the current value of the Calmar Land there is no equity expected to be available to 133.

49. The UDI mortgages consist of 49 mortgages registered as a first charge on Lot 2. Each mortgage was secured by an undivided interest in the Lot 2. The UDI mortgages are held by individuals 42 of which are held through self-directed RRSPs administered by Canadian Western Trust ("CWT"), and 7 are held outside of RRSPs. The Monitor understands that these mortgages were sold by Ron Aitkens in 2005 in his capacity as agent for Calmar Lands Ltd. Most of the mortgages carried a 12% interest rate, although some had a 10% rate. For all but two of the 12% mortgages, interest of 2% per annum was paid in quarterly payments while the remaining 10% was accrued. For two of the 12% mortgages, no interest was paid and the full 12% was accrued. For all of the 10% mortgages, the full amount of interest was paid in quarterly installments. There were no payments of principal made on any of the mortgages. The UDI mortgages matured on December 31, 2010. None of the UDI mortgages were paid out.

50. The Monitor understands that the last interest payment to the UDI mortgagees was made in January 2011 and was distributed by 133 and that no other payments of any kind were made on the UDI mortgages after this date.

51. There is no trust indenture in place. CWT is administrator of the RRSP's and the Monitor is not been able to locate any document or agreement giving rise to an obligation, for CWT or any other party, to communicate the UDI mortgage default to the UID mortgagees or enforce the UDI mortgages when in default.

52. To our knowledge, the UDI mortgages were administered / serviced by Calmar Lands Ltd. until June 30, 2009, notwithstanding the mortgages was assumed by 133 in September 2008.

53. Administration and servicing of the UDI mortgages included making quarterly interest payments in accordance with the terms of the individual mortgages, maintaining an accounting for the principal and interest amounts outstanding for each UDI mortgage and communicating the status of the UDI mortgages to the UDI mortgage holders. The last known communication to the UDI mortgage holders before these CCAA proceedings was sent by 133 and was dated December 12, 2011.

54. Harvest CCAA Operations which has been retained by certain entities within the Harvest Group reached out to a number of the UDI mortgage holders to gain a better understanding of who was administering the UDI mortgages. Based on the UDI mortgage holder feedback to Harvest CCAA Operations and from a review of the accounting information within the Harvest Group that 133 was functioning in a dual role as both borrower and UDI mortgage administrator.

CALMAR LAND LISTING

55. All the mortgages against the Calmar Land are in default and the Calmar Lands VTB mortgage holder has requested that the Calmar Land be listed for sale as opposed to having to though the foreclosure route.

56. The Monitor as co-manager of 133 has agreed to list the Calmar Land to allow for an orderly sale and for the ultimate distribution of the sale proceeds to the secured creditors.

57. After a review of various available listing agents in the area and considering the listing agent's credentials and pricing structure, the Monitor as co-manager of 133 retained Colliers Macaulay Nicolls Inc.

58. The Calmar listing agreement is attached at Appendix F.

UDI MORTGAGE ADVICE AND DIRECTIONS PROTOCOL

59. An issue has arisen with respect to the enforceability of the UDI mortgages given the passage of time as the UDI mortgages came due December 31, 2010 and that no payments have been made on any kind against the UDI mortgages since January 2011 yet no type of enforcement or collection action was taken by the UDI mortgage holders.

60. 133 and the Monitor require the advice and direction of this Court with respect to the enforceability of the UDI Mortgages in order to determine the appropriate distribution of sale proceeds from the Calmar Land.

61. In order to ensure that the UDI mortgage holders' interests are represented before this Court in the 133 application for advice and directions with respect to the enforceability of the UDI mortgages, 133 and the Monitor wish to ensure that counsel has been appointed to represent these interests.

62. To allow for the retention of UDI mortgage holder counsel and to set parameters for the application for advice and directions with respect to the enforceability of the UDI mortgages, 133 has made an application for a UDI Mortgage Advice and Directions Protocol.

63. The UDI Mortgage Advice and Directions Protocol allows for, *inter alia*:

a) The retention of Blake, Cassels & Graydon LLP as counsel to the UDI mortgage holders in the UDI Mortgage Advice and Directions Application;

b) Blakes' reasonable fees and expenses in connection with their representation of the UDI mortgage Holders in connection with the UDI Mortgage Advice and Directions Application shall, to a maximum of $25,000 (which amount shall be inclusive of all fees, expenses, other charges, and taxes), be paid out of the sales proceeds of Lot 2 and shall be secured by a first charge (the "UDI Mortgage Application Charge") against Lot 2 and its sale proceeds; and

c) The UDI Mortgage Application Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise in favour of any person, including any charges created by the Initial Order, and the provisions of paragraphs 39 to 42 of the Initial Order shall apply to the UDI Mortgage Application Charge with such changes as may be necessary in the circumstances.

64. The Monitor has reviewed the UDI Mortgage Advice and Directions Protocol and believes it is a reasonable and fair process for the 133 stakeholders and, specifically the UDI mortgage holders.

MONITOR'S RECOMMENDATIONS

65. The Monitor recommends that this Honourable Court approve the:

a) Balsam Lake House Sale;

b) Balsam Lake Land Sale;

c) ASI Settlement; and

d) UDI Mortgage Advice and Directions Protocol.

Dated at Calgary, this 29th day of August, 2013.

ERNST & YOUNG INC.
in its capacity as
Monitor of 125, 133 and HCMI

Neil Narfason, CA•CIRP, CBV
Senior Vice-President

Cassie Riglin, CA
Manager

APPENDIX A

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #57

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

63114-0057 (LT)

PREPARED FOR SFedyniak
ON 2013/08/20 AT 12:13:09

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 9 CON 8 BEXLEY; KAWARTHA LAKES

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/08/20

OWNERS' NAMES
1330075 ALBERTA LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2007/08/20 **						
A4724	1970/01/02	ORDER				C
KL12581	2008/04/30	TRANSFER	$2,600,000	YEALLAND, ERIC	1330075 ALBERTA LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
KL68911	2012/11/01	APL COURT ORDER		COURT OF QUEEN'S BENCH OF ALBERTA	ERNST & YOUNG INC.	C
KL77598	2013/08/08	NOTICE	$2	LEGACY COMMUNITIES INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

LAND REGISTRY OFFICE #57

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

63114-0077 (LT)

PREPARED FOR SFedyniak
ON 2013/08/20 AT 12:14:05

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 9 CON 9 BEXLEY; KAWARTHA LAKES

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/08/20

OWNERS' NAMES
1330075 ALBERTA LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2007/08/20 **						
A4724	1970/01/02	ORDER				C
KL12581	2008/04/30	TRANSFER	$2,600,000	YEALLAND, ERIC	1330075 ALBERTA LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
KL77598	2013/08/08	NOTICE	$2	LEGACY COMMUNITIES INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

LAND REGISTRY OFFICE #57

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

63114-0078 (LT)

PREPARED FOR SFedyniak
ON 2013/08/20 AT 12:14:24

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 10-11 CON 9 BEXLEY; KAWARTHA LAKES

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/08/20

OWNERS' NAMES
1330075 ALBERTA LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2007/08/20 **						
A4724	1970/01/02	ORDER				C
KL12581	2008/04/30	TRANSFER	$2,600,000	YEALLAND, ERIC	1330075 ALBERTA LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
KL77598	2013/08/08	NOTICE	$2	LEGACY COMMUNITIES INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #57

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

63114-0273 (LT)

PREPARED FOR SFedyniak
ON 2013/08/20 AT 12:14:43

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PART OF LT 10 CON 8, BEXLEY, DESIGNATED PART 1 PL 57R-9722; CITY OF KAWARTHA LAKES

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT KL32874.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 63114-0056

PIN CREATION DATE:
2010/02/08

OWNERS' NAMES
1330075 ALBERTA LTD.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLES: 2007/08/20 **						
A4724	1970/01/02	ORDER				C
57R9722	2009/04/29	PLAN REFERENCE				C
KL32874	2010/02/04	TRANSFER	$2	1330075 ALBERTA LTD.	1330075 ALBERTA LTD.	C
KL77598	2013/08/08	NOTICE	$2	LEGACY COMMUNITIES INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

LAND
REGISTRY
OFFICE #57

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

63114-0274 (LT)

PREPARED FOR SFedyniak
ON 2013/08/20 AT 12:13:43

* CERTIFIED BY LAND REGISTRAR IN ACCORDANCE WITH LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 10 CON 8 BEXLEY; EXCEPT PART 1 PL 57R9722; CITY OF KAWARTHA LAKES

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 63114-0056

PIN CREATION DATE:
2010/02/08

OWNERS' NAMES
1330075 ALBERTA LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2007/08/20 **						
A4724	1970/01/02	ORDER				C
KL12581	2008/04/30	TRANSFER	$2,600,000	YEALLAND, ERIC	1330075 ALBERTA LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
57R9722	2009/04/29	PLAN REFERENCE				C
KL77598	2013/08/08	NOTICE	$2	LEGACY COMMUNITIES INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Properties

PIN	63114 – 0057 LT
Description	LT 9 CON 8 BEXLEY; KAWARTHA LAKES
Address	LINDSAY
PIN	63114 – 0077 LT
Description	LT 9 CON 9 BEXLEY; KAWARTHA LAKES
Address	LINDSAY
PIN	63114 – 0078 LT
Description	LT 10-11 CON 9 BEXLEY; KAWARTHA LAKES
Address	LINDSAY
PIN	63114 – 0273 LT
Description	PART OF LT 10 CON 8, BEXLEY, DESIGNATED PART 1 PL 57R-9722; CITY OF KAWARTHA LAKES
Address	LINDSAY
PIN	63114 – 0274 LT
Description	LT 10 CON 8 BEXLEY; EXCEPT PART 1 PL 57R9722; CITY OF KAWARTHA LAKES
Address	LINDSAY

Consideration

Consideration $2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name LEGACY COMMUNITIES INC.

Address for Service #2 5215-49th Ave.
Innisfail, AB
T2G 1B3

I, Daryl Hillman, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar after 2013/10/07

Schedule: The Applicant has an equitable interest in the land.

Signed By

Robert Jonathan Shore	610-4100 Yonge St. Toronto M2P 2B5	acting for Applicant(s)	Signed	2013 08 08

Tel 416-250-5800

Fax 416-250-5300

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

HARRIS, SHEAFFER LLP	610-4100 Yonge St. Toronto M2P 2B5	2013 08 08

Tel 416-250-5800

Fax 416-250-5300

Fees/Taxes/Payment

Statutory Registration Fee $60.00

Fees/Taxes/Payment

Total Paid $60.00

APPENDIX B

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 8th day of August 20 13

BUYER, Christopher James Fisher (Full legal names of all Buyers), agrees to purchase from

SELLER, Ernst and Young Inc. in its capacity as Monitor of 1330075 Alberta Ltd. (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 240 French Settlement Road, Coboconk ON, K0M 1K0

fronting on the East side of French Settlement

in the City of Kawartha Lakes

and having a frontage of 308.40' more or less by a depth of 413.39' (2.93 A) more or less

and legally described as PART OF LT 10 CON 8, BEXLEY, DESIGNATED PART 1 PL 57R-9722; CITY OF KAWARTHA LAKES (Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE: Dollars (CDN$) 170,000.00

One hundred and seventy thousand Dollars

DEPOSIT: Buyer submits as otherwise described in this Agreement (Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN$) 5000.00

by negotiable cheque payable to RE/MAX ALL-STARS REALTY INC., BROKERAGE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S)A B, C attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by ~~Seller~~ Buyer (Seller/Buyer) until 6:00pm a.m./p.m. on the 14th ~~9th~~ day of August 20 13, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 1 day of October, 20 13. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

Real Forms™ 2013

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 705-799-6242 (For delivery of Documents to Seller) FAX No.: .... (For delivery of Documents to Buyer)

Email Address: jmcguire176@gmail.com (For delivery of Documents to Seller) Email Address: .... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:** ....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** ....

6. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: Propane Tank

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized SalesTax (HST), then such tax shall be Included in (Included in/in addition to) the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.

INITIALS OF BUYER(S): INITIALS OF SELLER(S): NJ

 Form 100 Revised 2012

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ....24th.......... day of ....September......., 20..13.., (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.................................single family residential...) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. ~~If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.~~

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. ~~**PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.~~

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. ~~If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.~~

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.

23. ~~**UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) Harold Hull (Buyer) Christopher James Fisher (Seal) DATE 08/08/13

(Witness) (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller) Ernst and Young Inc. (Seal) DATE 12/08/13

(Witness) (Seller) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 3:00 a.m./p.m. this 14th day of AUGUST, 20 13.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage RE/MAX ALL-STARS REALTY INC, BROKERAGE Tel.No.(705) 324-6153

22 Lindsay St. N., Lindsay ON, K9V 1T5

Co-op/Buyer Brokerage Tel.No.( )

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) Ernst and Young Inc. DATE Aug 10/13

(Seller) DATE

Address for Service

Tel.No.( )

Seller's Lawyer

Address

( ) Tel.No. ( ) FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Christopher James Fisher DATE 08/14/13

(Buyer) DATE

Address for Service

Tel.No.( )

Buyer's Lawyer

Address

( ) Tel.No. ( ) FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A
Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Christopher James Fisher, and

SELLER, Ernst and Young Inc. in its capacity as Monitor of 1330075 Alberta Ltd.

for the purchase and sale of 240 French Settlement Road, Coboconk ON., K0M 1K0

dated the ~~21~~ 28nd day of August ~~July~~, 20 13

Buyer agrees to pay the balance as follows:
The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Agreement shall supercede a previous agreement, now null and void, for the property between the Buyer and Seller dated the 22 day of July, 2013.

The Buyers Deposit from the aforementioned agreement will remain in the Remax trust account as per Schedule B and apply to this transaction as such.

~~This Offer is conditional upon the Buyer determining, at the Buyer's own expense, the feasibility and the cost of the Installation of a new Hydro Pole line to serve the property. It is acknowledged that said installation will occur after completion of this agreement and will be at the sole expense of the Buyer. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m. on the 29th day of August 2013, that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition. The Seller agrees further, to authorize the Buyer to make any inquiries, if necessary for the fulfillment of this condition, with Hydro One, on their behalf. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.~~

The Buyer acknowledges and the Seller makes no representation and/or warranties with respect to the state of repair of the premises, inclusions of chattels or fixtures, or ownership of fixtures or appliances, and the Buyer agrees to accept the premises 'as is'. Chattels and fixtures on the premises may or may not be included with the premises but the Seller shall not be obliged to remove any chattels or fixtures. ~~All provisions of the Mortgages Act shall supersede any part of this agreement which may be in variance thereof, or in conflict therewith.~~

Not to supercede the previous clause in any way other than stated herein, the Seller agrees to Purchase from the existing tenant and include in this purchase agreement, the existing water treatment system within the agreed purchase price, as per the mls listing.

Buyer is aware that there is an assessment error on the property, which, when corrected, will likely increase taxes significantly.

Buyer is aware that the corrected property address is 240 French Settlement Road.

The Buyer agrees to relocate the power line on the adjacent road allowance after Completion of this Agreement, at the buyer's expense.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): ( ) **INITIALS OF SELLER(S):** ( )

OREA Ontario Real Estate Association

Schedule A
Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Christopher James Fisher, and

SELLER, Ernst and Young Inc. in its capacity as Monitor of 1330075 Alberta Ltd.

for the purchase and sale of 240 French Settlement Road, Coboconk ON, K0M 1K0

dated the ~~23~~ 8th day of ~~July~~ August, 20 13

Buyer agrees to pay the balance as follows:
...(continued from page 6)

The Buyer shall have the right to view the property one further time prior to completion, at a mutually agreed upon time, provided that notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this viewing.

Notwithstanding the completion date set out in this Agreement, the Seller may extend the Completion Date of the transaction by not more than 60 days by giving written notice of the amended completion date to the Buyer or the Buyer's Solicitor at least 30 days in advance of the earlier of the completion date set out herein and the amended completion date.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

OREA Ontario Real Estate Association

Schedule
Agreement of Purchase and Sale

This Schedule B is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, CHRISTOPHER JAMES FISHER

SELLER, ERNST and YOUNG INC. IN ITS CAPACITY AS MONITOR OF 1350075 ALBERTA LTD

for the property known as 340 FRENCH SETTLEMENT RD COBOCONK ON K0M1K0

Agreement of Purchase and Sale dated ~~JULY 22, 2013~~ August 8, 2013

The Parties to this Agreement, hereby acknowledge and agree that the Deposit Holder shall place the deposit in its interest bearing real estate trust account, which earns interest at a variable rate, calculated using the Bank of Canada prime rate, minus 3% per annum. The Deposit Holder shall pay any interest it earns on the deposit to the beneficial owner of the trust money, provided the amount of the interest earned or received on the Deposit is equal to or greater than $75.00. The Parties to the Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned on the deposit, which is less than $75.00.

Any interest cheques issued by the deposit holder not negotiated within 6 months following completion of the herein transaction should be forfeited to the deposit holder.

The beneficial owner of the trust money acknowledges and understands that the deposit holder is obligated to issue a T5 which requires the Social Insurance Number of the payee, for any interest earned and to submit a copy to Canada's Revenue Agency. ~~The Parties to the Agreement, hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned if the beneficial owner of the trust money does not provide his/her Social Insurance Number herein or within 10 days of acceptance of this offer.~~

NAME: ______________________ SIN: ______________________

For all purposes of this Agreement, the terms "banking days" or "business days" shall mean any day, other than a Saturday, Sunday or Statutory Holiday in the Province of Ontario.

The Buyer and the Seller hereby agree to allow the Listing and Selling Brokerages to distribute and use sale related information regarding this property, including sale price in future marketing materials.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

SCHEDULE "C"

This schedule is attached to and forms part of the Agreement of Purchase and Sale between:
Buyer: ~~David Gestion~~ CHRISTOPHER JAMES FISHER
Seller: Ernst & Young Inc. in its capacity as Monitor of 1330075 Alberta Ltd.
For the property known as ~~220~~ 240 French Settlement Rd. Formerly Twp of Bextley

Representation: Possession
The Buyer represents and warrants to the Seller that, upon completion of the sale agreement, he will move onto and occupy the property.

Condition: Termination of tenancy
This obligation of the parties to complete this Agreement is conditional upon the Seller being able to terminate the tenancy of the tenants that currently lease the property from the Seller in accordance with the provisions of the *Residential Tenancies Act* (Ontario) on or before the day that is immediately prior to the Closing Date. In the event that this condition is not fulfilled, this Offer shall be null and void and the Deposit shall be returned to the Buyer in full and without deduction.

Condition: Court Approval
This obligation of the parties to complete this Agreement is conditional upon the issuance of an order by a court of competent jurisdiction authorizing the Seller to enter into this Agreement and convey title to the property to the Buyer on or before the day that is immediately prior to the Closing Date. In the event that this condition is not fulfilled, this Offer shall be null and void and the Deposit shall be returned to the Buyer in full and without deduction.

Covenant: As is, where is
The Buyer acknowledges and agrees to purchase the property, all buildings and improvements located on the property, and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in this Agreement "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the property, any buildings or improvements located on the property, or any Attached Goods or Unattached Goods included in the sale of the property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:

(a) the condition of any buildings or improvements located on the Property;
(b) the condition of any Attached Goods or Unattached Goods included in this Agreement or otherwise sold with the Property;
(c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
(d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
(e) whether or not any buildings or improvements located on the property encroach onto any neighbouring lands or any easements or rights of way;
(f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
(g) the size and dimensions of the Property or any buildings or improvements located thereon;
(h) whether or not the Property is contaminated with any hazardous substances or materials;
(i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

In the event of a conflict with this section of the Agreement and any other section of the Agreement the terms of this section shall prevail to the extent of such conflict.

APPENDIX C

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 10 day of July 20 13

BUYER, DAVID CATION (Full legal names of all Buyers), agrees to purchase from

SELLER, ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF 1350075 ALBERTA INC. (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 220 FRENCH SETTLEMENT RD

fronting on the east side side of French Settlement Road

in the Former Tsp of Bexley

and having a frontage of 1.2 kilometres more or less by a depth of more or less

and legally described as LOT 9, PART L. 10, C. 8, LOT 9, 10, 11, C. 9, BEXLEY, KAWARTHA LAKES

ARNs: 165134001003300; 165134001003900; 165134001004000; 165134001004100 (Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE: Dollars (CDN$) ~~425,000.00~~ 435,000 ~ DC

Four Hundred ~~Twenty~~ Thirty ~ DC Five Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN$) 5,000.00

by negotiable cheque payable to RE/MAX ALL-STARS REALTY INC., BROKERAGE - 131 "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A and B **attached hereto form(s) part of this Agreement.**

1. **IRREVOCABILITY:** This offer shall be irrevocable by ~~Buyer~~ Seller ~ DC (Seller/Buyer) until 7:00 p.m. on the ~~12~~ 23rd DC day of July 20 13, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 15 day of August, 20 13. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): DC **INITIALS OF SELLER(S):** [initials]

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 705-799-1242 (For delivery of Documents to Seller) FAX No.: 705-799-1242 (For delivery of Documents to Buyer)

Email Address: jmcguire176@gmail.com (For delivery of Documents to Seller) Email Address: jmcguire176@gmail.com (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in (included in/in addition to) the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): DC **INITIALS OF SELLER(S):**

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 7 day of August, 20 13, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.......) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. ~~If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.~~ ✓ DC

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S): DC **INITIALS OF SELLER(S):** AJ

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. ~~If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.~~

DC

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.

23. ~~UFFI: Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~

DC

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): DC INITIALS OF SELLER(S):

28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [signature] (Buyer) David Caton (Seal) DATE July 10, 13

(Witness) (Buyer) (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [signature] (Seller) [signature] (Seal) DATE July 19/13

(Witness) (Seller) (Seal) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 2 a.m./p.m. this 23 day of JULY, 2013.

(Signature of Seller or Buyer) David Caton

INFORMATION ON BROKERAGE(S)

Listing Brokerage RE/MAX ALL-STARS REALTY INC., BROKERAGE - 131 Tel.No. (705)324-6153
22 LINDSAY ST. N. LINDSAY K9V 1T5

Co-op/Buyer Brokerage RE/MAX ALL-STARS REALTY INC., BROKERAGE - 131 Tel.No. (705)324-6153
22 LINDSAY ST. N. LINDSAY K9V 1T5

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) [signature] DATE J-24/13

(Seller) DATE

Address for Service 1000 440 2nd Ave SW Calgary AB T2P 5E9 Tel.No. 403-206-5067

Seller's Lawyer McCarthy Tetrault

Address 3300 421 7th Ave SW Calgary AB T2P 4K9

403-260 3710 FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) David Caton DATE July 23 · 13

(Buyer) DATE

Address for Service 96 Navigators Tr. Bobcaygeon ON KOM1AO Tel.No. 705-738-4733

Buyer's Lawyer R. Walker

Address 705 738 3588 FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: RE/MAX ALL-STARS REALTY INC., BROKERAGE - 131
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

JOE MCGUIRE
(Authorized to bind the Listing Brokerage) [signature] (Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, DAVID CATION, and

SELLER, ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF 1330075 ALBERTA INC.

for the purchase and sale of 220 FRENCH SETTLEMENT RD

Former Tsp of Bexley dated the 10 day of July 20 13.

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer acknowledges that the property is owned by 1330075 Alberta Ltd. and that the seller is authorized to sell the property as a court appointed officer of 1330075 Ltd. The Seller will provide to the Buyer copies of the court orders authorizing Ernst and Young Inc. in its capacity as monitor/co-manager of 1330075 Alberta Ltd. to sell the assets of 1330075 Alberta Ltd. by Title Search Date.

The Buyer acknowledges that the Seller makes no representation and/or warranties with respect to the state of the premises. ~~All provisions of the Mortgages Act shall supercede any part of this agreement which may be in variance thereof, or in conflict therewith.~~ DC

This offer ~~is conditional until 5:00 PM July 17, 2013, upon the approval of the Buyer's solicitor, failing which, this offer, shall be null and void and Buyer's deposit returned in full, without penalty.~~ DC DC

The obligation of the parties to complete this Agreement is conditional upon the issuance of an order by a court of competent jurisdiction authorizing the Seller to enter into this Agreement and convey title to the property to the Buyer on or before the day immediately prior to the Closing Date. In the event that this condition is not fulfilled, this offer shall be null and void and the Deposit shall be returned to the Buyer in full and without deduction. DC

The Buyer acknowledges and agrees to purchase the property, all buildings and improvements located on the property, and any and all fixtures ("Attached Goods") and chattles ("Unattached Goods") including in this Agreement "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the property, any buildings or improvements located on the property, or any Attached Goods or Unattached Goods included in the sale of the property. Without limiting the generality of the foregoing, the Buyer agrees that neither the seller nor its agents have made any representations or warranties with respect to: (a) the condition of any building or improvement located on the property; (b) the condition of any Attached Good or Unattached Good included in this Agreement or otherwise sold with the property; (c) whether the property complies with any existing land use or zoning bylaws or regulations or municipal development agreement or plans; (d) the location of any building or other improvements on the property and whether such location complies with any applicable municipal bylaws or regulations (e) whether or not any building or improvements located on the property encroach onto any neighbouring lands or any easement or right of way; (f) whether or not any building or improvements located on neighbouring lands encroach onto the property; (g) the size and dimension of the property or any buildings or improvements located thereon;

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): DC INITIALS OF SELLER(S):

(h) whether or not the Property is contaminated with any hazardous substance or materials; and (i) whether or not any of the building or other improvements located on the property have been insulated with Urea formaldehyde insulation.

In the event of a conflict with this section of the Agreement and any other section of the agreement the terms of this section shall prevail to the extent of such conflict. DC

OREA Ontario Real Estate Association

Schedule B
Agreement of Purchase and Sale

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, DAVID CATION, and

SELLER, ERNST Y YOUNG INC IN ITS CAPACITY AS MONITOR OF 1330075 ALBERTA INC.

for the property known as 720 FRENCH SETTLEMENT ROAD BEXLEY dated the 12 day of JULY, 2013.

The Parties to this Agreement, hereby acknowledge and agree that the Deposit Holder shall place the deposit in its interest bearing real estate trust account, which earns interest at a variable rate, calculated using the Bank of Canada prime rate, minus 3% per annum. The Deposit Holder shall pay any interest it earns on the deposit to the beneficial owner of the trust money, provided the amount of the interest earned or received on the Deposit is equal to or greater than $75.00. The Parties to the Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned on the deposit, which is less than $75.00.

Any interest cheques issued by the deposit holder not negotiated within 6 months following completion of the herein transaction should be forfeited to the deposit holder.

The beneficial owner of the trust money acknowledges and understands that the deposit holder is obligated to issue a T5 which requires the Social Insurance Number of the payee, for any interest earned and to submit a copy to Canada's Revenue Agency. The Parties to the Agreement, hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned if the beneficial owner of the trust money does not provide his/her Social Insurance Number herein or within 10 days of acceptance of this offer.

NAME: ____________ SIN: ____________

For all purposes of this Agreement, the terms "banking days" or "business days" shall mean any day, other than a Saturday, Sunday or Statutory Holiday in the Province of Ontario.

The Buyer and the Seller hereby agree to allow the Listing and Selling Brokerages to distribute and use sale related information regarding this property, including sale price in future marketing materials.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): DC INITIALS OF SELLER(S):

Confirmation of Co-operation and Representation

Form 320
for use in the Province of Ontario

BUYER: DAVID CATION

SELLER: ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF 1330075 ALBERTA INC.

For the transaction on the property known as: 220 FRENCH SETTLEMENT RD Former Tsp of Boxley

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

1. LISTING BROKERAGE

a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☑ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

☐ by the Seller in accordance with a Seller Customer Service Agreement

or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

LISTING BROKERAGE	CO-OPERATING/BUYER BROKERAGE	SELLER	BUYER
			DC

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.

b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.

c) ☐ The Co-operating Brokerage is not representing or providing Customer Service to the Buyer in this transaction.

CO-OPERATING BROKERAGE- COMMISSION:

a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property .... from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

RE/MAX ALL-STARS REALTY INC., BROKERAGE - (Name of Listing Brokerage)	RE/MAX ALL-STARS REALTY INC., BROKERAGE - (Name of Co-operating/Buyer Brokerage)
22 LINDSAY ST. N. LINDSAY	22 LINDSAY ST. N. LINDSAY
Tel.: (705)324-6153 Fax: (705)324-3673	Tel.: (705)324-6153 Fax: (705)324-3673
(Authorized to bind the Listing Brokerage) Date: July 10/13	(Authorized to bind the Co-operating/Buyer Brokerage) Date:
JOE MCGUIRE (Print Name of Broker/Salesperson Representative of the Brokerage)	JOE MCGUIRE (Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Seller/Buyer consent with their initials to their Brokerage representing more than one client for this transaction.

SELLER'S INITIALS | BUYER'S INITIALS DC

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

(Signature of Seller) Date: July 10/13 | (Signature of Buyer) David Cotton Date: July 10, 13

(Signature of Seller) Date: | (Signature of Buyer) Date:

OREA Ontario Real Estate Association

Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: DAVID CATION

AND SELLER: ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF 1330075 ALBERTA INC.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 10 day of July, 20 13

concerning the property known as 220 FRENCH SETTLEMENT RD

Former Tsp of Bexley Kawartha Lakes as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Legal Description Clarification:

The Agreement of Purchase and Sale includes Part L. 10, C.8, Bexley, Kawartha Lakes.

That part of L.10, C. 8, Bexley is more specifically defined as ARN # 165134001003300

INITIALS OF BUYER(S): DC INITIALS OF SELLER(S):

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 7:00 PM on the 7 day of August, 20 13, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.
All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) .... (Buyer/~~Seller~~) .... (Seal) DATE 30/07/13

(Witness) .... (Buyer/Seller) .... (Seal) DATE ....

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

X (Witness) .... X (~~Buyer~~/Seller) .... (Seal) X DATE 30/07/13

(Witness) .... (Buyer/Seller) .... (Seal) DATE ....

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness) .... (Spouse) .... (Seal) DATE ....

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at X Calgary, AB this X 30th day of July, 20 X 13.

X .... (Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

X (Seller) .... X DATE 30/07/13

(Seller) .... DATE ....

Address for Service ....

.... Tel.No. ....

Seller's Lawyer ....

Address ....

.... Tel.No. .... FAX No.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) .... DATE ....

(Buyer) .... DATE ....

Address for Service ....

.... Tel.No. ....

Buyer's Lawyer ....

Address ....

.... Tel.No. .... FAX No.

OREA Ontario Real Estate Association Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: DAVID CATION

AND SELLER: ERNST & YOUNG INC. IN ITS CAPACITY AS MONITOR OF 1330075 ALBERTA INC.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 10 day of July, 20 13,

concerning the property known as 220 FRENCH SETTLEMENT RD

Former Tsp of Bexley Kawartha Lakes as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Delete:

Completion date: August 15, 2013

Title Search Date: August 7, 2013

Insert:

Completion Date: September 16, 2013.

Title Search Date: September 5, 2013.

INITIALS OF BUYER(S): DC **INITIALS OF SELLER(S):**

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 7:00 p.m. on the 15 day of August, 20 13, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

A. VanOudenaren (Witness)	[signature] (Buyer/Seller)	(Seal)	DATE Aug. 13, 2013
(Witness)	(Buyer/Seller)	(Seal)	DATE

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

[signature] (Witness)	[signature] (Buyer/Seller)	(Seal)	DATE Aug 13/2013
(Witness)	(Buyer/Seller)	(Seal)	DATE

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness)	(Spouse)	(Seal)	DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at .... this .... day of ...., 20.........

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.
[signature] (Seller) DATE Aug 13/13	[signature] (Buyer) DATE Aug. 13, 2013
(Seller) DATE	(Buyer) DATE
Address for Service	Address for Service
Tel.No.	Tel.No.
Seller's Lawyer	Buyer's Lawyer
Address	Address
Tel.No. FAX No.	Tel.No. FAX No.

APPENDIX D

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "**Agreement**") is dated effective as of the 25th day of February, 2013.

BETWEEN:

1111692 ALBERTA LTD. ("1111")

- and -

1252064 ALBERTA LTD., by its court-appointed Monitor Ernst & Young Inc. and not in its personal or corporate capacity ("125")

RECITALS:

A. 1111 is the registered and beneficial holder of 18,181 common shares in the capital of the Corporation (the "**Shares**").

B. 1111 wishes to sell and 125 wishes to purchase the Shares upon the terms contained herein.

NOW THEREFORE in consideration of the sum of 1.00 and the mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, 1111 and 125 agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Defined terms.** In this Agreement and in the Schedules hereto, unless there is something in the subject-matter or context inconsistent therewith, the following terms and expressions will have the following meanings:

(a) "**Business Day**" means any day other than a day which is a Saturday, a Sunday or a statutory holiday in the Province of Alberta;

(b) "**Closing Date**" means 12:00 (noon) (Mountain Time) on [•], 2013, or such other time and/ or date as the 1111 and 125 may agree upon in writing;

(c) "**Corporation**" means ASI 17th Avenue Corp.; and

(d) "**Solicitor for 125**" means Norton Rose Canada LLP.

1.2 **Time of essence.** Time shall be of the essence hereof.

ARTICLE 2
PURCHASE AND SALE

2.1 **Purchase and Sale.** 1111 hereby sells, assigns, transfers, conveys and sets over unto 125 all of its estate, right, title and interest in and to the Shares on the terms and conditions set forth herein and 125 hereby purchases and accepts the conveyance of the Shares on the terms and conditions set forth herein.

2.2 **Consideration.** The consideration payable by 125 to 1111 for the Shares shall be the full and final settlement of all claims by 125 against 1111 pursuant to that certain promissory note granted by 1111 to 125 in the amount of $2,865,000.00 and dated September 25, 2008 (the "**Promissory Note**").

2.3 **Tax Liabilities.** 1111 shall be responsible for and 1111 shall indemnify and save the Corporation and 125 harmless from any and all liability for taxes of the Corporation, income or otherwise, which arise prior to the Closing Date, including, liability for income tax, recapture, goods and services tax and any and all taxes of whatsoever nature or kind.

2.4 **Director of the Corporation.** The parties agree that in connection with the transaction contemplated herein, 1111 shall cause Ron Aitkens to resign as director of the Corporation and Neil Narfason, in his capacity as court-appointed monitor of 125 and not in his personal capacity, shall be appointed as director of the Corporation, both effective as of the Closing Date.

ARTICLE 3
CLOSING

3.1 **Closing Arrangements.** Subject to the terms and conditions hereof, the transactions contemplated herein shall be closed at the Closing Date at the offices of the Solicitor for 125.

3.2 **Documents to be delivered by 1111.** On or before the Closing Date, 1111 shall execute, or cause to be executed, and shall deliver, or cause to be delivered, to 125 the following:

(a) share certificates representing the Shares duly endorsed for transfer to 125;

(b) certified copy of the resolution of the board of directors of the Corporation approving the transfer of the Shares from 1111 to 125, cancelling the share certificates standing in the name of 1111 and issuing new share certificates in the name of 125 for the Shares;

(c) copy of the resolution of the board of directors of 1111 approving the entering into and completion of the transactions contemplated by this Agreement;

(d) written resignations from Ron Aitkens as officer and director of the Corporation, in form and substance satisfactory to 125; and

(e) all other documents required to be entered into or delivered by 1111, or as may be reasonably required by 125, at closing pursuant to the terms of this Agreement.

3.3 **Documents to be delivered by 125.** On or before the Closing Date, 125 shall deliver, or cause to be delivered, to 1111 the following:

(a) a release of the Promissory Note in favour of 1111;

(b) copy of the resolution of the board of directors of 125 approving the entering into and completion of the transactions contemplated by this Agreement; and

(c) all other documents required to be entered into or delivered by 125, or as may be reasonably required by 1111, at closing pursuant to the terms of this Agreement.

3.4 **Closing.** The documents and other instruments to be delivered by the 1111 and 125 in accordance with sections 3.2 and 3.3 hereof shall be delivered by their respective solicitors to the other party's solicitors in trust on such reasonable trust conditions as would customarily be imposed in a similar transaction in Calgary, Alberta.

ARTICLE 4
TRANSFER OF SHARES

4.1 **Priority of Payment.** Notwithstanding anything to the contrary, the sales proceeds from any sale, exchange, transfer, assignment, gift, pledge, mortgage, charge, encumbrance, hypothecation, grant of a security interest, alienation or other transaction by which the legal title or beneficial ownership of the Shares or any of them passes to another person, whether or not for value or any redemption of the Shares, shall be paid in the following priority:

(a) the first $2,865,000.00 shall be paid to the account of 125; and

(b) any sale proceeds exceeding $2,865,000.00 shall be split and paid equally to 125 and to 1111.

4.2 **Survival.** The provisions of this Article 4 shall survive the closing of the purchase and sale of the Shares and continue after the Closing Date in full force and effect, except to the extent expressly waived in writing.

ARTICLE 5
GENERAL PROVISIONS

5.1 **Further assurances.** Each of 1111 and 125 hereby covenants and agrees that at any time and from time to time after the Closing Date it will, on the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.

5.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta without regard to the substantive laws of such jurisdiction relating to conflicts of laws.

5.3 **Assignment.** No party hereto may transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

5.4 **Enurement.** This Agreement shall enure for the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 **Amendments.** No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

5.6 **Successors and assigns.** This Agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.7 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. This Agreement may be delivered by fascimile transmission or email in PDF and if so delivered, shall be deemed to be an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

1111692 ALBERTA LTD.

Per: ______________________
Name: RON AITKENS
Title:

1252064 ALBERTA LTD., by its court-appointed Monitor Ernst & Young Inc. and not in its personal or corporate capacity

Per: ______________________
Name: Neil Narfason
Title: S.V.P.

APPENDIX E

SHARE PURCHASE, UNANIMOUS SHAREHOLDER TERMINATION AND RELEASE AGREEMENT

THIS AGREEMENT made effective as of the 14th day of August, 2013.

AMONG:

> **1210560 Alberta Ltd.**, a corporation incorporated pursuant to the laws of the Province of Alberta (the "**Purchaser**")
>
> \- and -
>
> **1252064 ALBERTA LTD.**, a corporation incorporated pursuant to the laws of the Province of Alberta (the "**Vendor**") by Ernst & Young Inc., in its capacity as court-appointed Monitor of 1252064 Alberta Ltd., and not in its personal or corporate capacity
>
> \- and -
>
> **ASI 17th AVENUE CORP.**, a corporation incorporated pursuant to the laws of the Province of Alberta ("**ASI 17th Avenue**")
>
> \- and -
>
> **VINCENTI ENTERPRISES LTD.**, a corporation incorporated pursuant to the laws of the Province of Alberta ("**Vincenti**")
>
> \- and -
>
> **FRANK L. LONARDELLI**, an individual residing in the City of Calgary, in the Province of Alberta ("**Lonardelli**")

WHEREAS the Vendor is the beneficial and legal owner of the ASI 17th Avenue Shares;

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the ASI 17th Avenue Shares on the terms and conditions set out herein;

AND WHEREAS the Vendor, ASI 17th Avenue, Vincenti and Lonardelli are party to the Unanimous Shareholder Agreement;

AND WHEREAS the Vendor, ASI 17th Avenue, Vincenti and Lonardelli wish to terminate the Unanimous Shareholder Agreement at the Closing Time;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, the following shall have the following meanings:

(a) "**Agreement**" means this Share Purchase Agreement and all instruments supplemental to or in amendment or confirmation of this Agreement;

(b) "**Approval and Vesting Order**" has the meaning ascribed thereto in Article 5.3 hereof;

(c) "**ASI 17th Avenue Shares**" means the 18,181 common shares in the capital stock of ASI 17th Avenue that are legally and beneficially owned by the Vendor;

(d) "**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada), as amended from time to time;

(e) "**Closing**" means the consummation of the transactions referred to in this Agreement;

(f) "**Closing Date**" means November 1, 2013 or such other date as the parties agree to in writing;

(g) "**Closing Time**" means 2:00 p.m. Calgary time on the Closing Date or such other time as the parties may agree to in writing;

(h) "**Initial Order**" means the order issued under the CCAA in Court File No. 1201-06934 in respect of the Vendor on June 7, 2012, as subsequently amended, modified, supplemented or restated;

(i) "**Monitor**" has the meaning ascribed to it in the Initial Order;

(j) "**Purchase Price**" has the meaning ascribed thereto in Article 2.2 hereof; and,

(k) "**Unanimous Shareholder Agreement**" means the undated unanimous shareholder agreement made between the Vendor, Vincenti, Lonardelli and ASI 17th Avenue.

1.2 Construction

In this Agreement, unless otherwise expressly stated:

(a) references to a "party" or "parties" are references to a party or parties to this Agreement, and references to "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Agreement and not to any particular section or subsection;

(b) references to an "Article", "section", "subsection" or "clause" are references to an Article, section, subsection or clause of or to this Agreement;

(c) references to dollar amounts are references to Canadian dollar amounts;

(d) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders, and references to a "person" or "persons" shall include individuals, corporations, partnerships, associations, bodies politic and other entities, all as may be applicable in the context;

(e) the use of headings is for convenience of reference only and shall not affect the construction or interpretation hereof; and

(f) time is of the essence.

1.3 **Entire Agreement**

This Agreement expresses and constitutes the entire agreement between the parties hereto with respect to the matters addressed herein and supersedes any previous agreements or understandings with respect thereto. This Agreement may be amended only by written instrument executed by the Vendor and the Purchaser.

ARTICLE 2
PURCHASE AND SALE

2.1 **Purchase and Sale**

The Vendor hereby agrees to sell and transfer all of its right, title, estate and interest in and to the ASI 17th Avenue Shares to the Purchaser, and the Purchaser hereby agrees to purchase and accept all of the Vendor's right, title, estate and interest in and to the ASI 17th Avenue Shares from the Vendor, on the terms and conditions set forth in this Agreement.

2.2 **Purchase Price**

The parties agree that the purchase price payable by the Purchaser to the Vendor for the ASI 17th Avenue Shares shall be the aggregate amount of four hundred and fifty thousand Canadian dollars (CAD $450,000) (the "**Purchase Price**"), payable by the Purchaser to the Vendor at the Closing Time.

2.3 **Deposit**

The Purchaser shall pay to the Vendor's solicitor, by certified cheque, bank draft or electronic transfer of funds, a deposit of forty-five thousand Canadian dollars (CAD $45,000) on the date that this Agreement has been executed by all of the parties hereto (referred to hereinafter as the "**Deposit**"). The Deposit shall be received by the Vendor's solicitor pursuant to this Article 2.3 and shall be held in trust by the Vendor's solicitor and shall be releasable in accordance with this Agreement.

If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit received by the Vendor's solicitor shall be paid to the Vendor at Closing and credited against the Purchase Price in partial satisfaction of the Purchaser's obligation to pay the Purchase Price at Closing.

If Closing does not occur:

(a) for any reason other than the breach by the Purchaser of its obligations under this Agreement, then the Deposit received by the Vendor's solicitor shall be returned by the Vendor's solicitor to the Purchaser, this Agreement shall thereupon terminate, and each Party shall be released from all obligations and liabilities under or in connection with this Agreement; or

(b) due to the breach by the Purchaser of any of its obligations under this Agreement, then the Vendor shall be entitled to the Deposit, the Deposit shall be forfeited to the Vendor, and the Vendor shall be entitled to terminate this Agreement.

The Purchaser and the Vendor hereby acknowledge and agree that, should Closing not occur due to the breach by the Purchaser of any of its obligations under this Agreement, the Vendor will suffer and incur damages that cannot be precisely calculated, and will therefore be entitled to retain the Deposit as liquidated damages, and not as a penalty, the Deposit being a genuine pre-estimate of the damages that will be suffered by the Vendor as contemplated by this Article.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Vendor's Representation

The Vendor represents and warrants to the Purchaser that, pursuant to the terms of the Initial Order and subject to the making of the Approval and Vesting Order, it has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions contemplated hereby.

3.2 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that:

(a) this Agreement has been duly and validly executed and delivered by the Purchaser and constitutes a valid and binding agreement of the Purchaser enforceable in accordance with its terms; and

(b) the execution, delivery and performance of this Agreement and the performance by the Purchaser of its obligations hereunder does not require the authorization, consent, approval or licence of any third person.

3.3 Limitation on Representations

Neither the Vendor nor the Purchaser make any representation or warranty whatsoever except as and to the extent expressly set forth in this Article 3. In particular and without limitation, the Purchaser hereby waives any right it may have to make any claim against the Vendor for loss or damages in relation to its acquisition of the ASI 17th Avenue Shares from the Vendor, except to the extent such loss or damages is a direct result of a breach of the Vendor's representations and warranties hereunder.

ARTICLE 4
RELEASE UPON CLOSING

4.1 Release in favour of Vendor and Monitor

Upon completion of the Closing, the Purchaser and ASI 17th Avenue, on their behalf as well as on behalf of all of their respective directors, officers, employees, agents, representatives, successors, affiliates, securityholders, insurers, heirs and assigns hereby release and forever discharge the Vendor, the Monitor and all of their directors, officers, employees, agents, representatives, successors, affiliates, securityholders, insurers, heirs and assigns from any and all liabilities, causes of action, claims, proceedings, demands, suits, debts, duties, losses, damages, injuries, interest, costs and legal costs of any nature or kind whatsoever whether known or unknown, presently existing or which hereafter may exist, which either has or hereafter can, shall, or may have in any way result from, arise out of or relate to ASI 17th Avenue or the ASI 17th Avenue Shares.

4.2 Release in favour of Purchaser and ASI 17th Avenue

Upon completion of the Closing, the Vendor, on its behalf as well as on behalf of all of its respective directors, officers, employees, agents, representatives, successors, affiliates, securityholders, insurers, heirs and assigns hereby release and forever discharge the Purchaser, ASI 17th Avenue and all of their directors, officers, employees, agents, representatives, successors, affiliates, securityholders, insurers, heirs and assigns from any and all liabilities, causes of action, claims, proceedings, demands, suits, debts, duties, losses, damages, injuries, interest, costs and legal costs of any nature or kind whatsoever whether known or unknown, presently existing or which hereafter may exist, which either has or hereafter can, shall, or may have in any way result from, arise out of or relate to ASI 17th Avenue or the ASI 17th Avenue Shares.

4.3 Limitation of Release

Notwithstanding the terms of this Article 4, it is expressly understood and agreed that this Article 4 does not release or discharge any party from the performance of any of its respective obligations or with respect to the accuracy or truthfulness of its representations or warranties pursuant to this Agreement.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 Vendor's Conditions

The obligation of the Vendor to close this Agreement and complete the transactions contemplated herein is subject to all of the representations and warranties of the Purchaser contained in this Agreement being true at the Closing Time.

5.2 Purchaser's Conditions

The obligation of the Purchaser to close this Agreement and complete the transactions contemplated herein is subject to all of the representations and warranties of the Vendor contained in this Agreement being true at the Closing Time.

5.3 Mutual Conditions

The obligations of both parties to close this Agreement and complete the transactions contemplated herein is subject to the approval of this Agreement and the transactions contemplated thereby, and the issuance of an order that vests all of the Vendor's right, title, estate and interest in and to the ASI 17th Avenue Shares in the Purchaser, free and clear of all liens, charges, pledges, mortgages and encumbrances, by the Court of Queen's Bench of Alberta (an "**Approval and Vesting Order**"), which Approval and Vesting Order shall be in form and substance satisfactory to the Vendor and the Purchaser and shall be obtained on or before the Closing Date.

ARTICLE 6
CLOSING

6.1 Closing Time

Subject to the terms and conditions of this Agreement, the Closing shall take place at the Closing Time.

6.2 Closing Obligations of the Vendor

At the Closing Time:

(a) the Vendor shall tender in trust for the Purchaser the share certificate(s) evidencing the ASI 17th Avenue Shares duly endorsed for transfer in the form required by ASI 17th Avenue's registrar; and

(b) the Vendor shall deliver any other documents, instruments or certificates as may be required of the Purchaser pursuant to this Agreement, or as may be reasonably requested by the Purchaser or the Purchaser's legal counsel.

6.3 Closing Obligations of the Purchaser

At the Closing Time:

(a) the Purchaser shall deliver to the Monitor in trust for the Vendor certified cheques or bank drafts in the aggregate amount of the Purchase Price (less the amount of the Deposit); and

(b) the Purchaser shall deliver any other documents, instruments or certificates as may be required of the Purchaser pursuant to this Agreement, or as may be reasonably requested by the Vendor or the Vendor's legal counsel.

6.4 Termination of Unanimous Shareholder Agreement

At the Closing Time, the Unanimous Shareholder Agreement shall be terminated and no longer in force. Each of the Vendor, ASI 17th Avenue, Lonardelli and Vincenti shall, from time to time and at all times on and after the date hereof, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances, notices, releases and other documents and instruments, at their own expense, as may reasonably be required to more fully assure the termination of the Unanimous Shareholder Agreement in accordance with the provisions of this Agreement.

ARTICLE 7
GENERAL

7.1 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.2 Costs and Expenses

All profits and receipts in respect of the ASI 17th Avenue Shares and all costs, expenses and outgoings in respect thereof up to the Closing Time shall belong to, or as the case may be, be paid and discharged by the Vendor. From and after the Closing Time, all profits and receipts in respect of the ASI 17th Avenue Shares and all costs, expenses and outgoings in respect thereof shall belong to, or as the case may be, be paid and discharged by the Purchaser except to the extent that said costs, expenses and outgoings are related to or arising from events or circumstances occurring prior to the Closing Time, in which case the costs, expenses and outgoings shall remain the full responsibility of the Vendor.

7.3 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Alberta. Each party hereto irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta.

7.4 Further Assurances

Each of the parties shall from time to time and at all times on and after the date hereof, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances, notices, releases and other documents and instruments, at their own expense, as may reasonably be required to more fully assure the transfer of the ASI 17th Avenue Shares to the Purchasers in accordance with the provisions of this Agreement, and otherwise to assure the carrying out of the intent and purpose of this Agreement.

7.5 Waiver

No waiver by either party shall be effective unless in writing, and a waiver shall affect only the matter, and the occurrence thereof, specifically identified in the writing granting such waiver and shall not extend to any other matter or occurrence.

7.6 Non-Merger

The provisions contained in this Agreement shall survive the closing of the transactions contemplated hereby and shall not merge upon any transfer or other document or instrument issuing pursuant hereto or in connection herewith. Without limiting the generality of the foregoing, the liability of a party for any breach of any of its representations, warranties, covenants, agreements or other obligations hereunder prior to the completion of the purchase and sale contemplated hereby shall not be extinguished or in any manner diminished by such completion.

7.7 Counterpart Execution

This Agreement may be executed in separate counterparts by facsimile or other electronic means with the same effect as if all signatories to the counterparts had signed one document and the executed counterparts shall together constitute one instrument and have the same force and effect as if both of the parties had executed the same instrument.

Remainder of page intentionally left blank

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date first above written.

1210560 ALBERTA LTD.

Per: ______________________________
Frank Lonardelli
President

1252064 ALBERTA LTD., by Ernst & Young Inc., in its capacity as Court-appointed Monitor of 1252064 Alberta Ltd.

Per: ______________________________
Neil Narfason
Senior Vice President

ASI 17th AVENUE CORP.

Per: ______________________________
Frank Lonardelli
President

VINCENTI ENTERPRISES LTD.

Per: ______________________________
Frank Lonardelli

____
Witness

____
Frank L. Lonardelli

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date first above written.

1210560 ALBERTA LTD.

Per: ______________________________
Frank Lonardelli
President

1252064 ALBERTA LTD., by Ernst & Young Inc., in its capacity as Court-appointed Monitor of 1252064 Alberta Ltd.

Per: ______________________________
Neil Narfason
Senior Vice President

ASI 17th AVENUE CORP.

Per: ______________________________
Frank Lonardelli
President

VINCENTI ENTERPRISES LTD.

Per: ______________________________
Frank Lonardelli

______________________________ ______________________________
Witness Frank L. Lonardelli

APPENDIX F

EXCLUSIVE SALE LISTING AGREEMENT

BETWEEN:

COLLIERS MACAULAY NICOLLS INC.
Suite 3555, Manulife Place
10180 -101 Street
Edmonton, AB
T5J 3S4
Phone: (780) 420-1585 Fax: (780) 424-7830

Attention: Jeff Grobman & Steven Pearson
(hereinafter referred to as "Colliers")

AND:

1330075 ALBERTA LTD.
4, 4002-9 Avenue
Lethbridge, AB

Attention: Gary Bentham/Noel Winter
Phone: (403) 217-4592

(Hereinafter referred to as the **"Vendor"**)

RE:

THE PROPERTY MUNICIPALLY DESCRIBED AS:

50th Avenue and 46th Street Calmar, Alberta

AND LEGALLY DESCRIBED AS:

PLAN 052 2859 BLOCK 1 LOTS 1 and 2
Area 129.49 Acres more or less
(Hereinafter referred to as the **"Property"**)
Excepting thereout all mines and minerals

In consideration of Colliers agreeing to act as exclusive agents for the sale of the Property, **1330075 ALBERTA LTD.** (the "Vendor") hereby authorizes and empowers Colliers as its Exclusive Agent to sell the Property for the sum of **FIVE MILLION ONE HUNDRED EIGHTY THOUSAND ($5,180,000.00) DOLLARS, ($40,000.00/acre)** or on such other terms as may be agreed upon between the Vendor and any Purchaser. Colliers shall act as Exclusive Agent for the sale of the Property on the following terms and conditions:

1. This is an **EXCLUSIVE LISTING** and should a sale made by persons, including the Vendor, during the currency hereof, or should a sale be made as a result of negotiations originating during such currency, whether or not Colliers takes part in such negotiations, the Vendor agrees to pay Colliers a Commission as stated herein.
2. The Vendor agrees to refer to Colliers all enquiries received by the Vendor from persons interested in purchasing the Property.

[illegible] three 3 [illegible]

3. The Commission shall be based upon ~~Four~~ three per cent (~~4~~3%) of the Purchase Price plus G.S.T. The commission shall be due and payable upon Closing. The Vendor grants to Colliers a security interest in the gross sale proceeds including any deposit relating thereto in respect of the commission due to Colliers. Without limiting the generality of the foregoing, the Vendor irrevocably assigns to Colliers from the gross sale proceeds including any deposit relating thereto the commission due to Colliers.

4. Closing shall mean the time when the title to the Property is registered in the name of the purchaser, or in the case of a purchase involving an agreement for sale, when the agreement for sale is signed by all parties and is registered on the property protecting the purchaser's interest in the Property. The Vendor hereby irrevocably directs and authorizes the Vendor's solicitor to pay the commission to Colliers out of the proceeds of the sale and charges the Property with any commissions due hereunder.

5. The Vendor does hereby charge, mortgage and grant a security interest in and to the Vendor's estate and interest in the Property to and in favour of Colliers in respect of the Commission and the Vendor acknowledges and confirms that Colliers is entitled to register and maintain a caveat against the Property in respect to the commission.

6. Unless otherwise agreed to, any deposit tendered with an offer to purchase accepted by the Vendor shall be made payable to Colliers Macaulay Nicolls Inc. in trust. Colliers shall be entitled to set off its entitlement to commission from such deposit upon completion of the agreement of purchase and sale.

7. For the purpose of showing and marketing the Property, the Vendor agrees to grant and provide as required, Colliers with:

   a. access to the Property;
   b. financial and environmental information on the Property as required by Colliers; if available.
   c. site drawings, building information, lease information, and all other contracts related to the sale of the Property; if available

   Permission to:

   d. erect "For Sale" and "Sold By" signs;
   e. produce brochures showing interior, exterior, and site pictures;
   f. set up Virtual tours at Colliers's option;
   g. use client photos and / or logos in the brochure;
   h. post the Property information on Colliers's web site;
   i. advertise the Property in flyers and other promotional materials produced by Colliers; and
   j. collect and retain personal information as identified in Schedule A.

8. Any amendments to this agreement are to be in writing, signed by both parties.

9. All closing documentation shall be prepared at the Vendor's expense.

10. The Vendor acknowledges and agrees that Colliers has no obligation or duty to the Vendor or any purchaser concerning environmental problems or liability related to the Property or adjacent lands and the Vendor does hereby indemnify and save harmless Colliers of and from all manner of actions, causes of action, proceedings, fines, penalties, demands, losses, costs, damages and expenses whatsoever which may be

[illegible]

brought or made against Colliers or which Colliers may sustain, pay or incur as a result of or in connection with environmental problems or liability related to the Property or adjacent lands.

The Vendor also acknowledges that Colliers is not a law, engineering, accounting, zoning, planning, development, nor architectural firm, and that matters pertaining specifically to these fields should be directed to the appropriate authoritative body.

11. The laws of the Province of Alberta shall govern this agreement.

12. In the event the Purchaser fails to complete the purchase of the Property (via an unconditional contract), the Vendor agrees to pay Colliers fifty (50%) percent of any deposit forfeit made by the Purchaser to the maximum of the agreed commission stated herein.

13. Within five (5) business days after the expiry of this agreement, Colliers shall have the opportunity to register in writing to the Vendor, any qualified applicants Colliers is dealing with. Should an unconditional sales contract be effected with any of the listed applicants within ninety (90) days of the expiry of this Listing Agreement, Colliers shall be irrevocably entitled to the full commission referred to in clause 3 of this Listing Agreement.

    Any conditional contracts or continued negotiations with applicants on the Registration past the ninety (90) day period shall be deemed an automatic extension with the specific applicant for a further period of ninety (90) days. No further extensions shall be granted unless agreed to in writing.

14. This Exclusive Listing Agreement shall remain in full force and effect until 5:00 p.m., Mountain Standard Time on the 31st day of January 2014. Unless written notice is received from the Vendor, this Listing Agreement shall continue on a month-to-month basis until the Vendor so chooses to terminate via said written notice.

Dated in the City of Edmonton in the Province of Alberta, this 6th day of ~~July~~ August 2013

1330075 ALBERTA LTD. by Ernst & Young Inc. in its capacity as co-manager

Per: ______________________

ACCEPTED AND AGREED, at the City of Edmonton, in the Province of Alberta, this 7th day of ~~July~~ 2013.

August

COLLIERS MACAULAY NICOLLS INC.

Per: ______________________
John Frederickson – Regional Vice President

Per: ______________________
Ross Logan Vice President - Broker

13/08/07

Please see accompanying "Schedule A – Privacy Protection Notice"

Schedule A – Privacy Protection Notice

Colliers is committed to protecting the privacy of all client personal information that is collected and maintained in the course of carrying out our business. The following is our Privacy Protection Notice, which explains how we collect, hold, use, and when necessary, disclose your personal information when we do business with you and prospective purchasers of your Property. Please feel free to contact us if you have any questions.

Client Record and Personal Information
The personal information collected about you for the purposes identified in this Privacy Protection Notice is held in a record called the "client record". The personal information in your client record may include your name, position, email address, business address, telephone number (business and occasionally personal), address of your properties or portfolio, and financial information on these properties. Depending on the service requested, additional information may be requested – e.g. if a Landlord requires a credit check, we may collect the information on their behalf.

Providing Your Information to Colliers
You or your agent will provide Colliers with your personal information including, where applicable, personal information concerning your associates when enlisting Colliers to assist you in either a search for a property requirement, or market your real estate or business. Colliers collects this information, holds it in your client record and when needed, discloses it for the purposes identified in this Privacy Protection Notice.

Collecting, Holding, Using, and Disclosing Personal Information on Your Client Record
Colliers may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified below for the following purposes:

1. Identifying you and ensuring the accuracy of information contained in your client record;
2. establishing your client record and maintaining , recording, and storing transaction information in it;
3. executing transactions with or through Colliers;
4. providing you and your accountant / lawyer / financial advisor with the necessary documentation required by them as they request in order to service your account;
5. protecting its own business interests including collecting debt owed to Colliers or allowing the performance of a transaction;
6. meeting legal and regulatory requirements; and
7. verifying information previously given by you with any other organization when necessary for the purposes provided in this Privacy Protection Notice.

Third Parties
Colliers will not share your personal information with individuals outside of Colliers.

Employees and Agents Who Have Access To Your Client Record
Colliers employees and agents may have access to your client record provided they have a specific need to know in connection with the purposes identified in this Privacy Protection Notice and access is permitted only to the extent necessary for such purposes.

Location of Your Client Record
Your client record, in electronic or paper format, is kept at the offices of COLLIERS International in Edmonton. Paper records forming part of your client record may also be kept in offsite storage in Edmonton. Your client record may be transferred to other locations for disaster recovery purposes.

Right to Access and Rectify Personal Information
Except in limited circumstances prescribed by the Protection of Personal Information and Electronic Documents Act (Canada) and similar provincial privacy protection legislation, you are entitled to access, through a written request, the personal information contained in your client record. You may verify this personal information and request that any inaccurate information be corrected. Please contact us at our office in Edmonton.

Changes to Your Personal Information
Please inform COLLIERS promptly of any change in the personal information that you have provided by contacting us at one of our offices.

COLLIERS appreciates your business and promises to handle any queries or input you may have regarding personal information in a prompt and courteous manner.