LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0031 091 854	0522859;1;1	082 416 485

THIS IS EXHIBIT "K"
referred to in the Affidavit of
Ronald Aitkens.
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

LEGAL DESCRIPTION
PLAN 0522859
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 21.5 HECTARES (53.13 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;49;30;W

MUNICIPALITY: TOWN OF CALMAR

REFERENCE NUMBER: 052 270 580

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
082 416 485	22/09/2008	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

1330075 ALBERTA LTD..
OF 4, 4002-9 AVENUE
LETHBRIDGE
ALBERTA T1H 6T8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
912 290 253	23/10/1991	CAVEAT RE : DEFERRED RESERVE CAVEATOR - EDMONTON METROPOLITAN REGIONAL PLANNING COMMISSION.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		9TH FLOOR METROPOLITAN PLACE 10303 JASPER AVENUE EDMONTON ALBERTA
052 226 325	08/06/2005	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE TOWN OF CALMAR. P.O. BOX 750, CALMAR ALBERTA T0C0V0 AGENT - WILLIAM DAVID DOLMAN
052 270 581	06/07/2005	MORTGAGE MORTGAGEE - TODD HANCAR MORTGAGEE - AMANDA HANCAR BOTH OF: BOX 459 CALMAR ALBERTA T0C0V0 ORIGINAL PRINCIPAL AMOUNT: $557,519
082 393 027	10/09/2008	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CALMAR LANDS LTD.. SUITE 219, 6203-28 AVE EDMONTON ALBERTA AGENT - RON SCHULDHAUS
082 417 093	22/09/2008	MORTGAGE MORTGAGEE - CALMAR LANDS LTD.. #126, 11115-9 AVE EDMONTON ALBERTA T6J6Z1 ORIGINAL PRINCIPAL AMOUNT: $2,055,452
092 102 805	03/04/2009	AMENDING AGREEMENT AFFECTS INSTRUMENT: 082417093
092 227 357	07/07/2009	MORTGAGE MORTGAGEE - FOUNDATION MORTGAGE CORPORATION. 4, 4002 - 9 AVENUE NORTH LETHBRIDGE ALBERTA T1H6T8 ORIGINAL PRINCIPAL AMOUNT: $2,727,402

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
102 102 339	30/03/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 052270581
112 213 906	14/07/2011	BUILDER'S LIEN LIENOR - WEDLER ENGINEERING LLP. ATTN: BRUCE E. MINTZ C/O MINTZ LAW 400 THE DORCHESTER 10357 - 109 STREET EDMONTON ALBERTA T5J1N3 AGENT - JASON STREET AMOUNT: $18,676
112 290 399	14/09/2011	CERTIFICATE OF LIS PENDENS COURT FILE 1112000313
112 416 834	29/12/2011	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 112213906
122 021 110	19/01/2012	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 082417093

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 4 DAY OF JUNE, 2012 AT 10:45 A.M.

ORDER NUMBER:21365377

CUSTOMER FILE NUMBER: 284324/Eliza

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0031 091 861	0522859;1;2	082 416 486

LEGAL DESCRIPTION
PLAN 0522859
BLOCK 1
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 30.9 HECTARES (76.36 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;26;49;30;W

MUNICIPALITY: TOWN OF CALMAR

REFERENCE NUMBER: 052 270 604 +12

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
082 416 486	22/09/2008	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

1330075 ALBERTA LTD..
OF 4, 4002-9 AVENUE
LETHBRIDGE
ALBERTA T1H 6T8
AS TO AN UNDIVIDED 6.50/76.36 INTEREST

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
4591EI	26/10/1931	CAVEAT CAVEATOR - LACOMBE AND NORTHWESTERN RAILWAY COMPANY.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		" AFFECTS PART OF THIS TITLE "
912 290 253	23/10/1991	CAVEAT RE : DEFERRED RESERVE CAVEATOR - EDMONTON METROPOLITAN REGIONAL PLANNING COMMISSION. 9TH FLOOR METROPOLITAN PLACE 10303 JASPER AVENUE EDMONTON ALBERTA " AFFECTS PART OF THIS TITLE "
052 226 325	08/06/2005	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE TOWN OF CALMAR. P.O. BOX 750, CALMAR ALBERTA T0C0V0 AGENT - WILLIAM DAVID DOLMAN
052 271 397	06/07/2005	MORTGAGE MORTGAGEE - CANADIAN WESTERN TRUST COMPANY. SUITE 2200-666 BURRARD STREET VANCOUVER BRITISH COLUMBIA V6C2X8 ORIGINAL PRINCIPAL AMOUNT: $130,000
082 393 027	10/09/2008	CAVEAT RE : VENDOR'S LIEN CAVEATOR - CALMAR LANDS LTD.. SUITE 219, 6203-28 AVE EDMONTON ALBERTA AGENT - RON SCHULDHAUS
082 417 093	22/09/2008	MORTGAGE MORTGAGEE - CALMAR LANDS LTD.. #126, 11115-9 AVE EDMONTON ALBERTA T6J6Z1 ORIGINAL PRINCIPAL AMOUNT: $2,055,452
092 102 805	03/04/2009	AMENDING AGREEMENT AFFECTS INSTRUMENT: 082417093
092 227 357	07/07/2009	MORTGAGE MORTGAGEE - FOUNDATION MORTGAGE CORPORATION.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		4, 4002 - 9 AVENUE NORTH LETHBRIDGE ALBERTA T1H6T8 ORIGINAL PRINCIPAL AMOUNT: $2,727,402
112 213 906	14/07/2011	BUILDER'S LIEN LIENOR - WEDLER ENGINEERING LLP. ATTN: BRUCE E. MINTZ C/O MINTZ LAW 400 THE DORCHESTER 10357 - 109 STREET EDMONTON ALBERTA T5J1N3 AGENT - JASON STREET AMOUNT: $18,676
112 290 399	14/09/2011	CERTIFICATE OF LIS PENDENS COURT FILE 1112000313
112 416 834	29/12/2011	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 112213906
122 021 110	19/01/2012	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 082417093

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 4 DAY OF JUNE, 2012 AT 10:45 A.M.

ORDER NUMBER:21365377

CUSTOMER FILE NUMBER: 284324/Eliza

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0030 824 866	0414358;19	061 500 411

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0414358
UNIT 19
AND 672 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIS IS EXHIBIT "L"
referred to in the Affidavit of Ronald Aitkens
Sworn before me this 5 Day of June A.D. 2012.

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;21;9;4;NE

MUNICIPALITY: CITY OF LETHBRIDGE

REFERENCE NUMBER: 041 461 155 +3

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
061 500 411	02/12/2006	TRANSFER OF LAND	$250,000	$250,000

OWNERS

HARVEST CAPITAL MANAGEMENT INC..
OF 4,4002 9 AVE NORTH
LETHBRIDGE
ALBERTA T1H 6T8

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
041 461 156	06/12/2004	PARTY WALL AGREEMENT BETWEEN UNITS - SEE INSTRUMENT
061 500 412	02/12/2006	MORTGAGE

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		MORTGAGEE - ROYAL BANK OF CANADA. 180 WELLINGTON STREET WEST,3RD FLOOR TORONTO ONTARIO M5J1J1 ORIGINAL PRINCIPAL AMOUNT: $175,000

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL PLAN SHEET

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 4 DAY OF JUNE, 2012 AT 03:52 P.M.

ORDER NUMBER:21371719

CUSTOMER FILE NUMBER: 284324/Eliza

END OF CERTIFICATE

Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z03761595

Transmitting Party

Norton Rose Canada LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332
Phone #: 403 267 9468
Reference #: 284324 EL/jm

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

THIS IS EXHIBIT "M"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Business Debtor Search For:

1252064 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Business Debtor Search For:

1252064 ALBERTA LTD.

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

Registration Number: 08020422354 Registration Type: SECURITY AGREEMENT

Registration Date: 2008-Feb-04 Registration Status: Current

Expiry Date: 2013-Feb-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1252064 ALBERTA LTD. SUITE 4, 4002 9 AVE N Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 Wellington St W BSC 3rd Fl Toronto, ON M5J 1J1	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

1252064 ALBERTA LTD.

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

Registration Number: 08020523254 Registration Type: LAND CHARGE

Registration Date: 2008-Feb-05 Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1252064 ALBERTA LTD. SUITE 4 4002 9 AVE N Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 Wellington St W BSC 3rd Fl Toronto, ON M5J 1J1	Current

Business Debtor Search For:

1252064 ALBERTA LTD.

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

Registration Number: 08092616098 Registration Type: SECURITY AGREEMENT
Registration Date: 2008-Sep-26 Registration Status: Current
Expiry Date: 2013-Sep-26 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

11071301661 Amendment 2011-Jul-13

Debtor(s)

Block		Status
1	1252064 ALBERTA LTD. #4, 4002 - 9 AVENUE NORTH LETHBRIDGE, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	FIRST CALGARY SAVINGS & CREDIT UNION LTD. 1100- 333 7 AVENUE SW CALGARY, AB T2P 2Z1 Phone #: 403 276 7571 Fax #: 403 269 5118	Deleted by 11071301661

Block		Status
2	FIRST CALGARY FINANCIAL CREDIT UNION LIMITED 1100- 333 7 AVENUE SW CALGARY, AB T2P 2Z1 Phone #: 403 276 7571 Fax #: 403 269 5118	Current by 11071301661

Collateral: General

Block	Description	Status

1	AN ASSIGNMENT AND POSTPONEMENT OF ALL PRESENT AND FUTURE INDEBTEDNESS AND LIABILITY OF LIBERTY CROSSING LIMITED PARTNERSHIP TO 1252064 ALBERTA LTD., LIMITED TO THE SUM OF $5,000,000.00	Current

Personal Property Registry Search Results Report

Search ID#: Z03761595

Business Debtor Search For:

1252064 ALBERTA LTD.

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

Registration Number: 10072210230 Registration Type: SECURITY AGREEMENT

Registration Date: 2010-Jul-22 Registration Status: Current

Expiry Date: 2015-Jul-22 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1252064 ALBERTA LTD. 4002 9 AVE N, SUITE 4 Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 Wellington St W 3rd Flr Toronto, ON M5J 1J1	Current

Collateral: General

Block	Description	Status
1	ALL MONEY OR AMOUNTS ON DEPOSIT FROM TIME TO TIME WITH ANY OF	Current
2	ROYAL BANK OF CANADA, ROYAL BANK MORTGAGE CORPORATION, ROYAL	Current
3	TRUST CORPORATION OF CANADA OR THE ROYAL TRUST COMPANY.	Current
4	PROCEEDS: A SECURITY INTEREST IS CLAIMED IN ALL PRESENT AND	Current
5	AFTER-ACQUIRED GOODS (INCLUDING TRADE-INS), CHATTEL PAPER,	Current
6	SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND	Current
7	INTANGIBLES OF EVERY ITEM OR KIND THAT MAY BE DERIVED FROM THE	Current
8	SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED ABOVE, ALL	Current
9	INSURANCE PROCEEDS AND ANY PROCEEDS OF ANY OF THE FOREGOING.	Current

Business Debtor Search For:

1252064 ALBERTA LTD.

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

Registration Number: 12030629395 Registration Type: SECURITY AGREEMENT
Registration Date: 2012-Mar-06 Registration Status: Current
Expiry Date: 2014-Mar-06 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	SANDERSON OF FISH CREEK (CALGARY) DEVELOPMENTS LTD. c/o 1807A - 6th Avenue S.W. MEDICINE HAT, AB T1A 7X5	Current

Block		Status
2	1252064 ALBERTA LTD. C/O 4, 4002 - 9 AVENUE N. LETHBRIDGE, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	IMOR CAPITAL CORP. SUITE, 220, 1040 WEST GEORGIA ST. VANCOUVER, BC V6E 4H1	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S RIGHT, TITLE, INTEREST AND CLAIM IN AND TO, AND ALL POWER OF DISPOSITION OVER CERTAIN AGREEMENTS AS ASSIGNED TO THE SECURED PARTY BY AN ASSIGNMENT OF CONTRACTS, ENTERED INTO BETWEEN THE DEBTOR AND THE SECURED PARTY ON OR ABOUT THE 25TH DAY OF FEBRUARY, 2010 ALL DEPOSITS PAID IN ACCORDANCE WITH SUCH AGREEMENTS AND ALL FUNDS DERIVED FROM THOSE AGREEMENTS.	Current

Particulars

Block	Additional Information	Status

1	This registration is a re-registration of registration 10030525847 pursuant to section 35 (7) of the Personal Property Security Act.	Current

Personal Property Registry
Search Results Report

Search ID#: Z03761595

Business Debtor Search For:

1252064 ALBERTA LTD.

Search ID #: Z03761595 **Date of Search:** 2012-May-29 **Time of Search:** 14:36:07

Registration Number: 12030629447 Registration Type: SECURITY AGREEMENT

Registration Date: 2012-Mar-06 Registration Status: Current

Expiry Date: 2014-Mar-06 23:59:59

Exact Match on: Debtor No: 2

Debtor(s)

Block		Status
1	SANDERSON OF FISH CREEK (CALGARY) DEVELOPMENTS LTD. C/O 1807A-6 Avenue SW Medcine Hat, AB T1A 7X5	Current

Block		Status
2	1252064 ALBERTA LTD. C/O 4, 4002-9 Avenue N Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	IMOR CAPITAL CORP. 220, 1040 West Georgia Street Vancouver, BC V6E 4H1	Current

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PROPERTY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PROCEEDS OF ANY NATURE, KIND OR DESCRIPTION WHATSOEVER THEREFROM.	Current

Particulars

Block	Additional Information	Status
1	This registration is a re-registration of registration 10030525455 pursuant to section 35 (7) of the Personal Property Security Act.	Current

Result Complete

Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z03761602

Transmitting Party

Norton Rose Canada LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332
Phone #: 403 267 9468
Reference #: 284324 EL/jm

Search ID #: Z03761602 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:01

THIS IS EXHIBIT "N"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Business Debtor Search For:

1330075 ALBERTA LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Government of Alberta

Personal Property Registry Search Results Report

Search ID#: Z03761602

Business Debtor Search For:

1330075 ALBERTA LTD.

Search ID #: Z03761602 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:01

Registration Number: 08051618195 Registration Type: SECURITY AGREEMENT
Registration Date: 2008-May-16 Registration Status: Current
Expiry Date: 2013-May-16 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1330075 ALBERTA LTD. 4 4002 9 AVENUE NORTH Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 Wellington St W BSC 3rd Fl Toronto, ON M5J 1J1	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Business Debtor Search For:

1330075 ALBERTA LTD.

Search ID #: Z03761602 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:01

Registration Number: 08051625705
Registration Date: 2008-May-16

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	1330075 ALBERTA LTD. 4 4002 9 AVENUE NORTH Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 Wellington St W BSC 3rd Fl Toronto, ON M5J 1J1	Current

Result Complete

Government of Alberta

Personal Property Registry
Search Results Report

Search ID#: Z03761607

Transmitting Party

Norton Rose Canada LLP

Suite 3700, 400- 3rd Avenue SW
Calgary, AB T2P 4H2

Party Code: 60003332
Phone #: 403 267 9468
Reference #: 284324 EL/jm

Search ID #: Z03761607 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:42

THIS IS EXHIBIT "O"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Business Debtor Search For:

HARVEST CAPITAL MANAGEMENT INC.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z03761607

Business Debtor Search For:

HARVEST CAPITAL MANAGEMENT INC.

Search ID #: Z03761607 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:42

Registration Number: 06121935347 Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Dec-19 Registration Status: Current

Expiry Date: 2016-Dec-19 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

11110425620	Renewal	2011-Nov-04

Debtor(s)

Block		Status
1	HARVEST CAPITAL MANAGEMENT INC. 535 13 ST N SUITE 220 LETHBRIDGE, AB T1H 2S6	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 WELLINGTON ST W BSC 3RD FL TORONTO, ON M5J 1J1	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY	Current

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z03761607

Business Debtor Search For:

HARVEST CAPITAL MANAGEMENT INC.

Search ID #: Z03761607 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:42

Registration Number: 06121935362
Registration Date: 2006-Dec-19

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	HARVEST CAPITAL MANAGEMENT INC. 535 13 ST N SUITE 220 LETHBRIDGE, AB T1H 2S6	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 180 WELLINGTON ST W BSC 3RD FL TORONTO, ON M5J 1J1	Current

Personal Property Registry Search Results Report

Search ID#: Z03761607

Business Debtor Search For:

HARVEST CAPITAL MANAGEMENT INC.

Search ID #: Z03761607 **Date of Search:** 2012-May-29 **Time of Search:** 14:37:42

Registration Number: 11100609381 Registration Type: SECURITY AGREEMENT
Registration Date: 2011-Oct-06 Registration Status: Current
Expiry Date: 2012-Oct-06 23:59:59

Inexact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	HARVEST CAPITAL MANAGEMENT 4-4002 9TH AVE N Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	NISSAN CANADA FINANCE A DIVISION OF NISSAN CANADA INC. 5290 Orbitor Drive Mississauga, ON L4W 4Z5	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	JN8AZ08W87W657899	2007	NISSAN MURANO	MV - Motor Vehicle	Current

Result Complete

PROMISSORY NOTE

DATE: September 24, 2007 AMOUNT: $ 4, 924,880

FOR VALUE RECEIVED, the undersigned, HARVEST CAPITAL MANAGEMENT INC., a corporation incorporated under the laws of Alberta (the Debtor), promises to pay to LEGACY COMMUNITIES INC. (THE Holder), at 4 4002 9th Avenue North, Lethbridge, Alberta, T1H 6T8 the principal amount of FOUR MILLION NINE HUNDRED TWENTY FOUR THOUSAND EIGHT HUNDRED EIGHTY in Canadian dollars($4,924,880) (the "Principal Amount").

Interest rate shall be 7% per annum, simple interest or 20% of the net profits after expenses, whichever is greater. If the loan goes past the maturity date of December 31, 2011 then the profit participation goes to 30% net profits after expenses.

Capital invested is in a piece of property on Isla del Rey, Panama. The business plan calls for resort development or a buy and hold strategy.

This loan shall be for the express purpose of investing principal for Legacy Communities Inc.

The provisions of this promissory Note shall be governed by the laws of the province of Alberta, Canada.

Dated at the city of Lethbridge, Alberta this 24 day of September 2007.

HARVEST CAPITAL MANAGEMENT INC.

THIS IS EXHIBIT "P"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

PROMISSORY NOTE

DATE: December 20, 2007

AMOUNT: $ 2, 723,000

FOR VALUE RECEIVED, the undersigned, Harvest Capital Management Inc., through its affiliate, 1252064 Alberta Ltd., a corporation incorporated under the laws of Alberta (the Debtor), promises to pay to LEGACY COMMUNITIES INC. (THE Holder), at 4 - 4002 9th Avenue North, Lethbridge, Alberta, T1H 6T8 the principal amount of TWO MILLION SIX HUNDRED EIGHT THOUSAND SEVEN HUNDRED TWENTY THREE THOUSAND in Canadian dollars($2,723,000) (the "Principal Amount").

Interest rate shall be 7% per annum, simple interest or 20% of the net profits after expenses, whichever is greater. If the loan goes past the maturity date of December 31, 2011 then the profit participation goes to 30% net profits after expenses.

Capital is invested in property in Ontario known as Balsam Lake. The business plan calls for a mixed development consisting of medical and a 'green' technology facility.

This loan shall be for the express purpose of investing principal for Legacy Communities Inc.

The provisions of this promissory Note shall be governed by the laws of the province of Alberta, Canada.

Dated at the city of Lethbridge, Alberta this 20 day of DECEMBER 2007.

Harvest Capital Management Inc.

THIS IS EXHIBIT "Q"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

PROMISSORY NOTE

DATE: June 27, 2008

AMOUNT: $ 1, 350,000

FOR VALUE RECEIVED, the undersigned, Harvest Capital Management Inc., through its affiliate, 1252064 Alberta Ltd., a corporation incorporated under the laws of Alberta (the Debtor), promises to pay to LEGACY COMMUNITIES INC. (THE Holder), at 4 - 4002 9th Avenue North, Lethbridge, Alberta, T1H 6T8 the principal amount of ONE MILLION THREE HUNDRED FIFTY THOUSAND Canadian dollars($1,350,000) (the "Principal Amount").

Interest rate shall be 7% per annum, simple interest or 20% of the net profits after expenses, whichever is greater. If the loan goes past the maturity date of December 31, 2011 then the profit participation goes to 30% net profits after expenses.

This capital is to be invested in a shopping centre in Red Deer, Alberta, known as Liberty Crossing.

This loan shall be for the express purpose of investing principal for Legacy Communities Inc.

The provisions of this promissory Note shall be governed by the laws of the province of Alberta, Canada.

Dated at the city of Lethbridge, Alberta this 27 day of JUNE 2008.

1252064 Alberta Ltd.

THIS IS EXHIBIT "R"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

PROMISSORY NOTE

DATE: June 27, 2008 AMOUNT: $ 590,000

FOR VALUE RECEIVED, the undersigned, Harvest Capital Management Inc., through its affiliate, 1252064 Alberta Ltd., a corporation incorporated under the laws of Alberta (the Debtor), promises to pay to LEGACY COMMUNITIES INC. (THE Holder), at 4 - 4002 9th Avenue North, Lethbridge, Alberta, T1H 6T8 the principal amount of FIVE HUNDRED NINETY THOUSAND Canadian dollars($590,000) (the "Principal Amount").

Interest rate shall be 7% per annum, simple interest or 20% of the net profits after expenses, whichever is greater. If the loan goes past the maturity date of December 31, 2011 then the profit participation goes to 30% net profits after expenses.

This capital is to be invested in a shopping centre in Red Deer, Alberta, known as Liberty Crossing.

This loan shall be for the express purpose of investing principal for Legacy Communities Inc.

The provisions of this promissory Note shall be governed by the laws of the province of Alberta, Canada.

Dated at the city of Lethbridge, Alberta this 27 day of JUNE 2008.

1252064 Alberta Ltd.

THIS IS EXHIBIT "S"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

OFFER TO PURCHASE (REAL PROPERTY)

(the "Offer")

BETWEEN:	**1252064 ALBERTA LTD.** c/o #14, 11410 27 St SE Calgary AB T2Z 3V5 Email: Phone: 403-253-5822 (the "Seller")	Attention: Fax:	Noel Winter/Ron Aitkens 403-253-3820
AND	**HIGHFIELD STOCK FARMS INC. OR NOMINEE** #1, 4315 61 Ave SE Calgary AB T2C 1Z6 Email: Phone: 403-723-9103 (the "Buyer")	Attention: Fax:	Adrian Munroe 403-723-2109

THIS IS EXHIBIT "I"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 5
Day of June A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

THROUGH: **TARGET REALTY CORP.**
134, 6170 – 12th Street SE
Calgary, Alberta
T2H 2X2
Phone: 403.253.3060 Fax: 403.253.3221
Attention: Wayne Hill, Associate
Email: wayneh@target-realty.com
(the "Brokerage")

The Buyer hereby offers to purchase from the Seller the following Property as shown on the attached Schedule "B", municipally described as **Unit #14 11410 27 ST SE, Calgary, Alberta** and registered in the Land Titles Office for the Southern Alberta Land Registration District and legally described as :

Condominium Plan: 0712941
Unit: 10
And 190 undivided one ten thousandth shares in the common property

(Excepting thereout all mines & minerals)

together with all permanent fixtures and improvements situate thereon (the "Property"), subject to the terms and conditions set forth in this Offer.

2. PURCHASE PRICE

The Purchase Price for the Property shall be the sum of **One Million Five Hundred Thousand ($1,500,000.00) Dollars**, subject to the Adjustments for which provision is made in Clause 7 and paid in the following manner: (the "Purchase Price").

a) **$30,000.00** the sum of **Thirty Thousand Dollars** (the "Deposit") payable to **Target Realty Corp., - In Trust** shall be provided within two (2) business days of acceptance of this Offer and dealt with in accordance with the terms herein.

INITIALS
SELLER BUYER

b) **$1,200,000.00** the sum of **One Million Two Hundred Thousand Dollars** by way of new financing (the "Financing") to be arranged by the Buyer at interest rates and terms acceptable to the Buyer.

c) **$270,000.00** the balance of **Two Hundred Seventy Thousand Dollars**, subject to the Adjustment, shall be paid by the Buyer to the Seller by way of solicitor's trust cheque or bank draft delivered to the Seller's solicitor on or before the Closing Date.

d) **$1,500,000.00** Total Purchase Price is payable in Canadian Funds and is subject to the Goods and Services Tax (GST) as set out herein.

For the purposes of this Offer, the term "GST" means the goods and services tax for which provision is made in the *Excise Tax Act (Canada).* The Buyer is a GST registrant and will be a GST registrant at the time of closing, in accordance with the *Excise Tax Act (Canada)*, and will, upon the request of the Seller, provide its GST registration number to the Seller on the Closing Date. The Buyer shall account to Canada Customs and Revenue Agency with respect to GST payable on the purchase of the Property in the next filing due by the Buyer to Canada Customs and Revenue Agency following the Closing Date by filing a GST return.

3. DELIVERY OF DOCUMENTS

OM Within ~~Ten (10)~~ Five (5) calendar days after acceptance of this Offer to Purchase, the Seller shall deliver to the Buyer all of the following documentation pertaining to the Subject Property and any other documents required pertaining to Section 12 and 13 of the Alberta Condominium Property Act:

a) survey, site and building plans of the Property including specifications, available to or in the Seller's possession;

b) all management, service, operating, maintenance and any other contracts including all guaranties and warranties affecting the Property;

c) copy of title, registered condominium plan, additional plan sheet with a copy of all encumbrances registered thereon,

d) latest amended registered By-Laws, most recent budget, certificate of insurance, most recent financial statements (including reserves), minutes and proceedings of the last six (6) general meetings of the condominium board;

e) a statement setting forth the amount of any contributions due and payable in respect of the subject condominium unit;

f) all existing environmental reports and appraisals respecting the Property available to or in the Seller's possession;

g) particulars of any action commenced against the corporation and served on the corporation, any unsatisfied judgment or order for which the corporation is liable, any written demand made on the corporation, which if not satisfied, may result in an action being brought against the corporation;

h) The Buyer may, without incurring any liability for doing so, cancel this Agreement if within ~~Ten (10)~~ Five 5 calendar days of acceptance of the Offer by the parties, the documentation as outlined in Article 3 of the Offer has not been delivered to nor received by the Buyer. OM

i) list of all furniture included in purchase price.

INITIALS
SELLER BUYER

4. BUYER'S CONDITIONS PRECEDENT

This Offer is subject to the following Conditions Precedent. Each Condition Precedent is inserted for the sole benefit of the Buyer and may be unilaterally waived by the Buyer by notice in writing delivered to the Seller by the Buyer within **14 calendar days** of the Acceptance of this Offer.

a) The Buyer arranging at the Buyer's sole cost and expense new financing in an amount and on terms satisfactory to the Buyer.

b) The Buyer obtaining at the Buyer's sole cost and expense a report as to the structural soundness and overall condition of the lands, buildings, roof, heating, plumbing, electrical equipment and architectural installations. The contents of such report being satisfactory to the Buyer.

c) A review of documents and plans provided to the Buyer pursuant to Clause 3. Such review to be satisfactory to the Buyer.

d) The Buyer being permitted to occupy the premises on May 15 2012 by way of a Tenancy at Will Agreement.

e) The Seller providing to the Buyer at the Seller's sole cost and expense, a current and valid Environmental Report and the contents of the report being satisfactory to the Buyer.

f) The Seller providing to the Buyer, at the Seller's sole cost and expense a current and valid Real Property Report prepared by a Licensed Alberta land Surveyor showing the location of the building on the site, accompanied by a certificate of the surveyor certifying that the improvements do not encroach on any adjoining property and that there are no encroachments on the site and shall have affixed thereto a compliance stamp from the City of Calgary indicating compliance with City of Calgary land use bylaws. All documents and contents being satisfactory to the Buyer.

In any case where a matter is required or contemplated by this Offer to be satisfactory to a party, such satisfaction is within such party's sole unfettered discretion.

The foregoing Conditions Precedent shall be deemed to have been waived only when the Buyer personally delivers or delivers by fax or courier a notice to that effect to the Seller within the conditional time period outlined. In the event of failure to deliver such notice to the Seller within this time period, the Agreement formed by the Acceptance of this Offer shall terminate and be of no further force and effect, neither party shall have any claim against the other party arising out of this Offer or its' Acceptance and any Deposit paid pursuant to Clause 2 shall be returned to the Buyer without deduction.

5. VENDOR'S CONDITION PRECEDENT

a) The vendor completing a satisfactory release Agreement from the existing mortgage company (Imor Capital Group) of Vancouver BC for the Vendor to complete the sale and transfer of the Subject Property named herein.

b) Completion of a Shared Occupancy Agreement in between the Vendor and Purchaser for a term of 12 months in total on terms mutually agreed upon shown in Schedule "C" of this Offer to Purchase.

INITIALS
SELLER BUYER

6. ACCEPTANCE

This Offer shall remain open for Acceptance by the Seller in writing until 4:00 o'clock p.m. local Calgary time on the **17th day of April , 2012**.

7. ADJUSTMENTS

Adjustments shall be made as at 12:00 o'clock noon on the Closing Date for (including but not limited to) all taxes, levies, rates and charges, utilities and all other adjusted items, including property taxes and any local improvement assessment.

If, at the time of closing, there are any items which cannot be finally adjusted until a later date, all adjustments for such items shall be made on a estimated basis at the time of closing, and the Seller and the Buyer shall undertake at the time of closing to adjust such items respectively as soon as the necessary information is available to permit final adjustments.

8. CLOSING DATE

a) Subject to compliance with the terms and conditions of this Offer, possession of the Property shall be granted to the Buyer at 12:00 o'clock noon on the **1st day of June, 2012** ("the Closing Date"). On the Closing Date the Property shall be delivered:

   i) free of all tenancies with the Property vacant and ready for occupancy by the Buyer.

   ii) with all warehouse and shop areas free of all spills and in broom clean condition and all offices in vacuum clean condition and with the building and yard area clear of all refuse, debris and foreign material.

   iii) all washroom facilities cleaned.

b) All money owing to the Seller shall be paid to the Seller's lawyer on or before the Possession Date; PROVIDED, HOWEVER that if the Seller agrees to accept monies after the Closing Date, the Buyer shall pay interest at the rate of **Prime plus Four (4%) percent** per annum on any monies owing to the Seller at the Closing Date, from the Closing Date until that money has been paid.

9. ACQUISITION INCLUSIONS

The Property purchased pursuant to the accepted Offer, shall include:

a) all permanent fixtures and equipment presently located on the Property and owned by the Seller. The fixtures and equipment shall be free and clear of any and all liens, charges and encumbrances and shall be in sound working order on the Closing Date.

b) All window coverings.

c) **All furniture within premises**. presently with the exception of the Presidents office.

10. ENCUMBRANCES

On the Closing Date, the title to the Property shall be free and clear of all encumbrances except those encumbrances which are" Permitted Encumbrances" as outlined on Schedule "A". The Buyer covenants and agrees that the Buyer will not encumber the Property in any manner whatsoever or cause or permit any instrument to be registered against title to the Property without first obtaining the prior written approval of the Seller, subject to the provisions of paragraph 14.a).

INITIALS
SELLER BUYER

11. SELLER'S COVENANTS

The Seller covenants as follows:

a) to operate, maintain and manage the Property to the Closing Date and to carry on the operation, maintenance and management thereof to the same standard as would a prudent owner of a property comparable in type, age, class and location.

b) the Property will not be further encumbered in any manner whatsoever nor will any instrument be permitted to be registered against title to the Property without obtaining the prior written approval of the Buyer.

12. BUYER'S INSPECTION

The Seller shall permit the Buyer, its agents or representatives to have access to the Property at reasonable times during business hours to inspect and to conduct such tests as may be required to verify the building and site conditions. The Buyer, its agents or representatives shall not interfere with the current use of the Property and shall make good any damage caused thereby at the Buyer's expense.

The Buyer shall indemnify the Seller in respect of any damage or injury caused to the Property or any person, firm or corporation as a result of the right of entry and inspection.

13. SELLER'S REQUIREMENTS ON CLOSING

No less than **Ten (10) business days** prior to the Closing Date, the Seller at his expense shall deliver to the Buyer's solicitor the following:

a) a duly executed, registrable transfer of land for the Property [pursuant to the *Land Titles Act (Alberta)*], which, when registered, shall result in the issuance of a certificate of title for the Property in the name of the Buyer, free and clear of all mortgages, charges, liens and all other encumbrances whatsoever, subject only to "permitted encumbrances" and any encumbrances placed by or through the Buyer pursuant to the agreement created by the acceptance of this Offer.

b) assignments of all assignable operating and maintenance agreements relating to the Property.

c) a statement of adjustments.

d) all master keys and duplicate keys in the Seller's possession.

e) if appropriate, evidence satisfactory to the Buyer's Solicitor that the Seller is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.

The items to be delivered to the Buyer's solicitor may be delivered to the Buyer's solicitor by the Seller's solicitor on trust conditions, but only if such trust conditions enable the Buyer's solicitor to register the transfer of land for the Property on or before the Closing Date and only to the extent that they assure the Seller that the Purchase Price will be paid in full to the Seller on the Closing Date.

14. INSURANCE AND RISK

a) The Seller shall maintain insurance coverage on the Property, at its sole cost and expense, in such amount as would normally be carried by prudent owners of property of similar kind and nature until the Closing Date.

INITIALS
SELLER BUYER

b) The Property shall remain at the risk of the Seller until the Closing Date and all insurance policies and the proceeds thereof will be held in trust for the parties, subject to:

i) if, prior to the Closing Date, all or any part of the Property is destroyed or damaged due to any cause to the extent of not more than FIFTY THOUSAND ($50,000.00) DOLLARS, then the Buyer shall proceed with the purchase of the Property on the Closing Date without reduction of the Purchase Price, provided the insurance proceeds are sufficient to cover 100% of the damage or destruction, in which event all proceeds of any insurance shall be payable to the Buyer who shall have all rights and claims to such amounts; or

ii) if, prior to the Closing Date, all or any part of the Property is destroyed or damaged due to any cause to the extent of more than FIFTY THOUSAND ($50,000.00) DOLLARS, then, the Buyer shall have the option exercisable by giving notice in writing within five (5) business days of receiving actual notice of such destruction or damage; to:

(a) proceed with the purchase of the Property on the Closing Date without reduction of the Purchase Price thereof, in which event all proceeds of any insurance shall be payable to the Buyer who shall have all rights and claims to such amounts; or

(b) cancel the agreement arising from the acceptance of this Offer.

15. REPRESENTATION

It is agreed there is no representation, warranty, collateral agreement or other provision in respect of zoning, municipal permit or license, environmental condition or code affecting the Property or this Offer, except as otherwise provided in this Offer.

16. ASSIGNMENT

The Buyer shall have the right to assign its interest in this agreement, without the Seller's consent. However the Buyer shall remain liable for the Buyer's covenants and obligations under this agreement.

17. SELLERS' REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants to the Buyer that:

a) the Seller is and will be on the Closing Date the owner of the Property and has full power and authority to enter into the agreement created by the acceptance of this Offer and to execute and deliver any and all documents resulting from the sale of the Property to the Buyer and to perform its obligations arising from acceptance of this Offer.

b) neither the Seller nor any agent or trustee for anyone with an interest in the Property is (or will be, within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of such term under the *Income Tax Act (Canada).*

c) no person, firm or corporation (other than the Buyer) has any agreement or option or any right capable of becoming an agreement or option for the purchase of all or any part of the Property.

d) there are not any expropriation proceedings nor land use reclassification of which the Seller is aware with respect the Property and there are no actions, suits or proceedings pending or threatened against or affecting the Seller at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency, domestic or foreign, which might affect the Property.

INITIALS
SELLER BUYER

e) there are no leases, offers to lease, agreements to lease, tenancy agreements, lease amendments, license agreements or any other agreements granting or creating any rights of occupancy or use with respect to or affecting any portion of the Property whatsoever which could extend beyond the Closing Date.

f) the acceptance of this Offer and the completion of the transactions herein contemplated will not result in the violation of any of the terms and provisions of the governing documents of the Seller or any indenture or other agreement, written or oral, to which the Seller may be a party or by which it is bound.

g) There are no outstanding assessments, levies, fees or amounts for which the Buyer will be liable to the City of Calgary, or any other authority, person, firm or corporation for sanitary sewers, storm sewers, water mains, roads, transportation, sidewalks, retaining walls, curbs, paving or for any other services, subdivisions, acreage assessments or improvements whatsoever affecting the Property other than those outlined herein.

h) the Property conforms in all respects with the current by-laws and zoning requirements of the City of Calgary and the land use classification for the Property.

18. REFUND OF DEPOSIT

All Deposits paid shall be refunded to the Buyer forthwith without deduction if:

a) this Offer is not accepted.

b) a Condition Precedent or Subsequent is not satisfied or waived in writing within the time period outlined.

c) the Seller fails to perform any of its obligations under the agreement created by the acceptance of this Offer.

d) This Offer and subsequent agreement is cancelled because of Clause 14.b)ii)(b).

19. DEFAULT BY BUYER

In the event the Buyer fails to pay the Deposit(s) monies as required by this contract, the Seller may at the Seller's option, terminate this contract and take such other legal remedies as the Seller has at law relating to this agreement.

If this Offer is accepted and all Conditions Precedent are waived and if the Buyer then fails to perform its obligations under the agreement created by the acceptance of this Offer, the Deposit(s) shall be forfeited and the Seller may take any other legal remedies as the Seller has at law relating to this Agreement.

20. MISCELLANEOUS AND GENERAL

a) Time is of the essence of this Offer.

b) This Offer shall be binding upon and shall enure to the benefit of the parties hereto and their successor and assigns.

c) Each party acknowledges to the other that each will be solely responsible for all amounts payable to any contractor, consultant, person or corporation which a party has retained on their behalf .

INITIALS
SELLER BUYER

d) Each of the parties to this Offer shall do all such further acts and shall execute all such further documents and assurances as the other party reasonably requires in order to carry out the terms of this Offer.

e) Any notice or other communication contemplated or authorized by this Offer shall be deemed to have been given by a party and received by the party to whom it is addressed only if delivered personally or by facsimile to the party to whom it is addressed at it's address for service. Otherwise, such notice or other communication shall be deemed not to have been given by a party or received by the party to whom it is addressed until actually received by the addressee. Any notice or other communication delivered by facsimile shall be deemed to be received on the day following the day on which it was transmitted by facsimile. Until a party notifies the other party in writing of a change of the notifying party's address for service, the parties' respective addresses for service are as indicated on page 1 of this Offer.

f) This Offer 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.

g) If this Offer provides that a time period expires on, or an action is to be taken by or on, a day that is not a business day, the period shall be extended to expire on, or the action may be taken by or on, the next following business day. The term "business day" means a day on which The Royal Bank of Canada's main branch in Calgary, Alberta is open for business to the general public. It is agreed that the time for doing or completing any matter provided for in this Offer may be extended by an agreement in writing signed by the Seller and the Buyer or by their respective solicitors who are hereby expressly appointed in this regard, but failing such agreement, the expiry of any such time period shall render this Offer (and the Agreement of Purchase and Sale arising therefrom) null and void and of no further force and effect.

h) This Offer contains the entire agreement of the parties in respect of the Property and no addition, deletion or variation of this Offer is valid or effective unless in writing and signed by the parties to this Offer.

i) In the event this transaction does not proceed to closing the Buyer shall promptly return to the Seller all documentation, drawings and all other materials provided to the Buyer by the Seller pursuant to the terms of this Offer.

21. PROFESSIONAL ADVICE

The parties to this Offer acknowledge that the Brokerage have recommended they obtain advice from their professional advisers regarding this Offer. The parties further acknowledge that any information provided by the Brokerage is not to be construed as expert legal, accounting, tax or environmental advice.

22. EXECUTION BY FACSIMILE OR ELECTRONIC MAIL

The parties named herein agree that the execution of this Offer by facsimile transmission or electronic mail is acceptable and shall be binding on the parties as if the documents transmitted or sent electronically were original executed documents.

INITIALS
SELLER BUYER

23. AGENCY

The Buyer and Seller acknowledge that Wayne Hill ("Associate") of the Brokerage is representing the interests of both the Buyer and Seller as a facilitator to assist the Buyer and the Seller to complete this real estate transaction with consent of all parties to this transaction.

It is acknowledged by both Buyer and Seller that any real estate commission due and payable on this Purchase/Sale transaction shall be the sole responsibility of the Seller.

DATED at the City of Calgary, in the Province of Alberta, on the 13th day of April, 2012.

HIGHFIELD STOCKFARMS INC.
OR NOMINEE
The Buyer

Authorized Signature

Witness

INITIALS
SELLER BUYER

ACCEPTANCE

We, the undersigned Seller of the Property hereby accept the above Offer and agree to complete the sale on the terms and conditions set forth in the Offer and should we fail to do so, the Buyer, at his option, may cancel the agreement created by the acceptance of the Offer and withdraw its Deposit and the Buyer may take such other remedies as the Buyer has at law.

The Seller hereby irrevocably assigns out of the proceeds of the sale all or any unpaid balance of the real estate commissions payable to the Brokerage on the sale of the Property (the "Commissions"). The Seller hereby authorizes and directs it's solicitor to pay the Commissions to the Brokerage. In the event the deposit is forfeited, the Brokerage is authorized to retain one half of the amount of deposit up to a sum equivalent to a full commission plus G.S.T. depending on the amount of deposit. If the deposit is shared between the Seller and the Brokerage on an equal basis such amounts to each party shall be inclusive of G.S.T.

The Brokerage is hereby authorized to deduct the full amount of Commissions from the Deposit(s). The Brokerage shall hold the Commissions in their trust account until receipt of notification from the Seller's solicitor that commission are releasable. The Brokerage is authorized to remit any balance of the Deposit to the solicitor for the Seller upon the written waiver of the Buyer's Conditions Precedent outlined in Clause 4, who shall hold such amount in trust subject to the terms of this Agreement.

We hereby notify both the Buyer and our solicitor of this assignment and authorization.

DATED at the City of Calgary , in the Province of Alberta, on the _____ day of April, 2012.

1252064 ALBERTA LTD.
The Seller

_____________________________ Witness

_____________________________ Authorized Signature

DATE OF ACCEPTANCE

This contract was made (finalized) on _______________, 2012

(the "Date of Acceptance")

(Initials of the person(s) who signed last. ______)

INITIALS
SELLER BUYER

SCHEDULE "A"

Permitted Encumbrances

This Schedule forms part of the Offer between **1252064 ALBERTA LTD.** as Seller and **HIGHFIELD STOCK FARMS INC. OR NOMINEE** as Buyer on the Property located at **Unit #14 11410 27 ST SE, Calgary, Alberta.**

ENCUMBRANCES, LIENS & INTERESTS

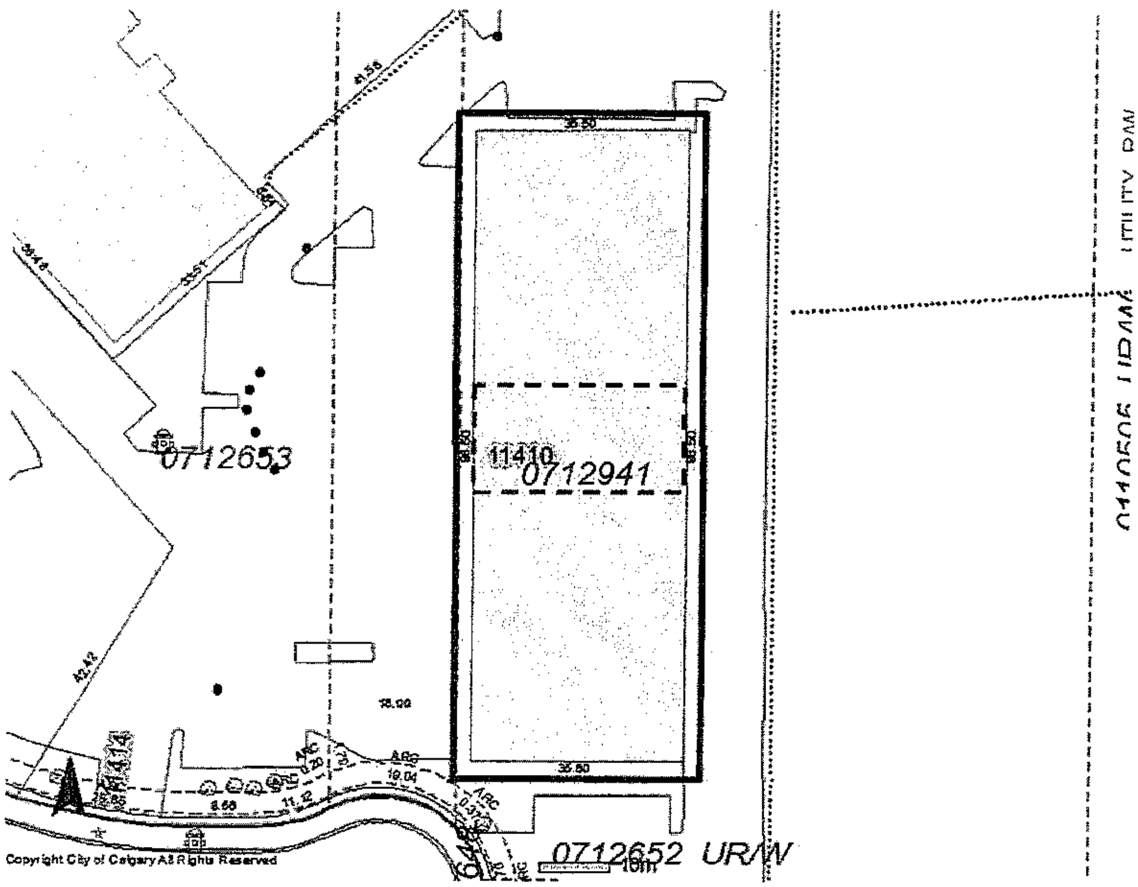
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
981 401 728	22/12/1998	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:9813649
981 401 729	22/12/1998	RESTRICTIVE COVENANT
981 401 730	22/12/1998	CAVEAT RE : RESTRICTIVE COVENANT
991 039 532	10/02/1999	CAVEAT RE : SEE CAVEAT CAVEATOR - DOUGLASDALE ESTATES INC.. C/O ROGERS & CO 400,1010-8 AVE SW CALGARY ALBERTA T2P1J2 AGENT - B SHAUN PARTRIDGE
991 099 581	15/04/1999	CAVEAT RE : EASEMENT
011 043 045	14/02/2001	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:0110505
071 033 203	22/01/2007	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN:0710346
071 102 705	02/03/2007	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD..
071 244 394	18/05/2007	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:0712652
071 271 156	01/06/2007	RESTRICTIVE COVENANT
071 271 158	01/06/2007	PARTY WALL AGREEMENT SEE INSTRUMENT

INITIALS
SELLER BUYER

SCHEDULE "B"

PROPERTY DESCRIPTION
(Site Plan)

This Schedule forms part of the Offer between **1252064 ALBERTA LTD.** as Seller and **HIGHFIELD STOCK FARMS INC. OR NOMINEE** as Buyer on the Property located at **Unit #14 11410 27 ST SE, Calgary, Alberta.**



INITIALS
SELLER BUYER

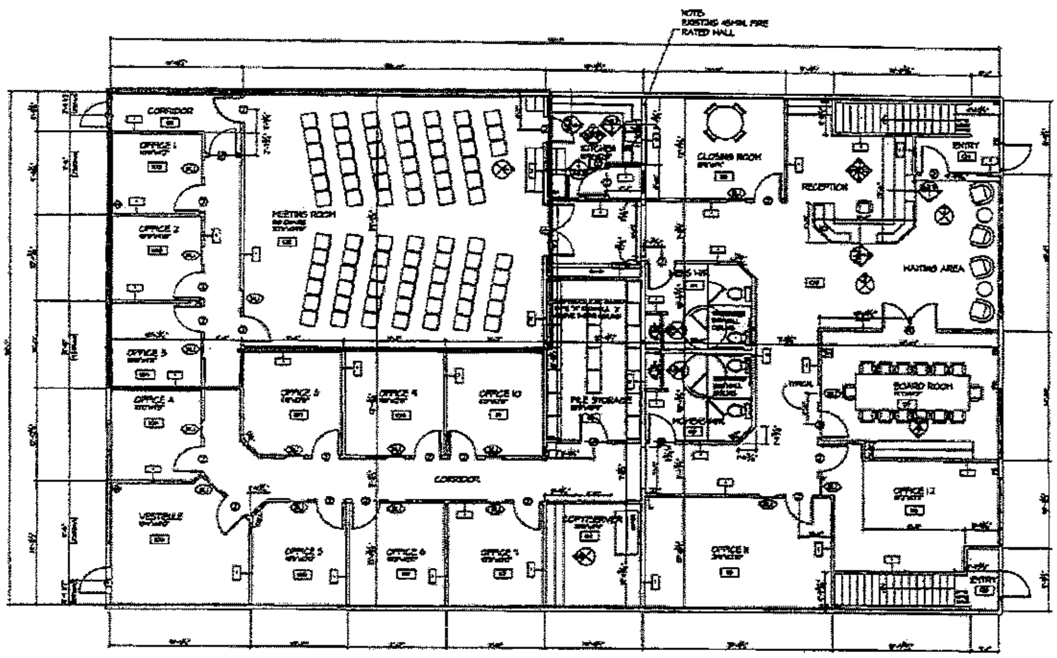
SCHEDULE "C"

SHARED OCCUPANCY AND TERMS

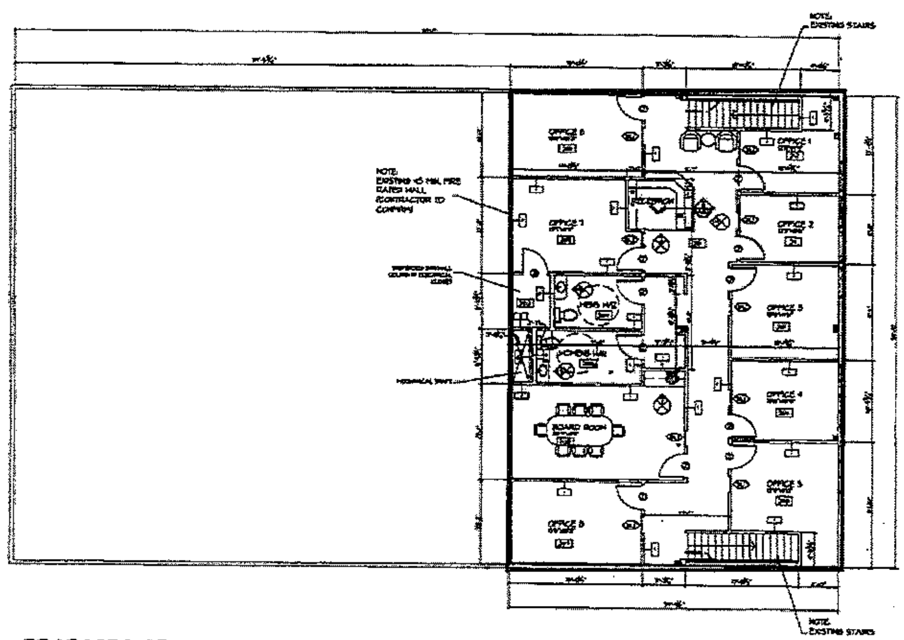
This Schedule forms part of the Offer between **1252064 ALBERTA LTD.** as Seller and **HIGHFIELD STOCK FARMS INC. OR NOMINEE** as Buyer on the Property located at **Unit #14 11410 27 ST SE, Calgary, Alberta.**

Terms: 12 months

Rates: first six months gross rent free
second six months: main floor @ $14 psf absolute net
second floor @ $12 psf absolute net



PROPOSED MAIN FLOOR OFFICE LAYOUT - FOUNDATION CAPITAL



PROPOSED SECOND FLOOR OFFICE LAYOUT - FOUNDATION CAPITAL

INITIALS
SELLER BUYER

CONDITION WAIVER/SATISFACTION AGREEMENT

THIS AGREEMENT MADE effective the 7th day of May, 2012.

BETWEEN:

1252064 ALBERTA LTD. (the "**Seller**")

- and -

HIGHFIELD STOCK FARM INC. (the "**Buyer**")

WHEREAS:

A. By Offer to Purchase (Real Property) (the "**Original Offer**") by the Buyer dated April 13, 2012 and accepted by the Seller on April 23, 2012 the Seller agreed to sell and the Buyer agreed to purchase that property municipally describe as Unit #14, 11410 – 27 Street SE Calgary, Alberta (the "**Property**") subject to the terms and conditions set out therein.

B. Pursuant to section 4 of the Original Offer, the Original Offer is conditional on Buyer's waiver or satisfaction of the Buyer's conditions precedent set out therein (the "**Buyer's Conditions Precedent**"), which the Buyer is prepared to waive.

C. Pursuant to section 5 of the Original Offer, the Original Offer is conditional on Seller's waiver or satisfaction of the Seller's conditions precedent set out therein (the "**Seller's Conditions Precedent**"), which the Seller is prepared to waive.

D. The Original Offer and this Agreement are hereafter collectively referred to as the "**Offer**".

E. Concurrent with execution of this Agreement, the Buyer and the Seller agree to execute the Tenancy-at-Will Agreement dated May 7, 2012, a copy of which is attached hereto as Schedule "B".

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions herein contained, the parties agree as follows:

DEFINITIONS:

1. All words and expressions used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, shall have the same meaning ascribed to them in the Original Offer.

WAIVER/SATISFACTION OF CONDITIONS PRECEDENT:

2. The Buyer hereby waives the Buyer's Conditions Precedent.

3. The Seller hereby confirms that the Seller's Condition Precedent respecting a satisfactory release from IMOR Capital Corp., as set out in Section 5(a) of the Original Offer, is satisfied by the Consent to Partial Discharge dated May 3, 2012 from IMOR Capital Corp., a copy of which is attached as Schedule "A" hereto.

4. The Seller hereby waives the remaining Seller's Conditions Precedent.

5. The Buyer and the Seller agree that the Shared Occupancy Agreement shall incorporate the terms set out in the Original Offer, and shall be prepared by the Buyer's solicitor, subject to such reasonable amendments that the Seller's solicitor may request, and be executed on Closing.

GENERAL:

6. The recitals and the schedule are incorporated into and form a part hereof.

7. Time remains of the essence.

8. This Agreement may be executed by the parties in separate counterparts and delivered by facsimile or PDF electronic transmission, each of which when so executed and delivered will be an original, but all such counterparts and facsimiles or electronic transmissions will together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement by the hands of their authorized officers who warrant that they have the authority to bind their respective corporations as of the day and year first above written.

1252064 ALBERTA LTD.

Per: ______________________

HIGHFIELD STOCK FARM INC.

Per: ______________________

SCHEDULE "A"

iMOR
OUR BUSINESS IS BUILDING SUCCESS

iMor Capital Corp.
Suite 220 - 1040 West Georgia St.
Vancouver BC Canada V6E 4H1
Tel. 604.687.2020
Fax 604.687 2070

By e-mail: ron@harvestcmi.com
Noel.Winter@theharvestgroup.ca
rsorokin@wittenlaw.com
sohayon@wittenlaw.com

Thursday, May 03, 2012

1252064 Alberta Ltd.
#4, 4002 – 9th Avenue North
Lethbridge, Alberta

ATTN: Mr. Ron Aitkens

Ronald A. Sorokin and Sharon A. Ohayon
Witten LLP
Suite 2500, Canadian Western Bank Place
10303 Jasper Avenue
Edmonton, AB T5J 3N6

CONSENT TO PARTIAL DISCHARGE

Dear Sirs/Madams:

RE:

IMOR Capital Corp. Loan #:	**#I-340**
Loan Description:	**$5,000,000.00 Mortgage Loan as outlined in MORTGAGE COMMITMENT LETTER issued by InstaFund Financial (Commercial) dated Thursday, February 25, 2010**
Partial Description of Mortgaged Property(s):	**6,400 sq.ft. of office-condominium space located at Units 14 & 18 – 11410 27 Street SE, Calgary AB, as described in the Letter of Transmittal dated February 22, 2010 and the Appraisal Report prepared by Wernick Omura Real Estate Advisory Services dated March 2, 2010. (referred to herein as the "Calgary Strata Properties")**

This letter is to respond to the request of 1252064 Alberta Ltd. to receive a partial discharge of the Mortgage #101 078 082, Caveat #101 078 083 and Certificate of Lis Pendens #101 272 038 (the "IMOR Purchase Lands Registrations"), registered in favour of IMOR Capital Corp. over the Calgary Strata Properties.

We confirm that IMOR Capital Corp. (the "Lender") will agree to provide a partial discharge of the IMOR Purchase Lands Registrations registered against the Calgary Strata Properties ONLY (the "Calgary Strata Properties Discharge") subject to the following conditions:

a) Lender to receive a copy of the $1,500,000 Contract of Purchase and Sale and Seller's Statement of Adjustments.
b) On or before June 15, 2012, Lender's solicitor to receive the greater of a) the net sales proceeds from the $1,500,000 sale of the Calgary Strata Properties or b) $1,450,000.

c) Deductions from net sale proceeds may include legal costs, adjustment for property taxes and utilities, unpaid condo fees, but not real estate commissions.

d) On or before June 15, 2012, solicitor for 1252064 Alberta Ltd to prepare the Calgary Strata Properties Partial Discharge documents and forward them to the Lender's solicitor for execution along with certified funds referred to in b), above.

e) All costs incurred by the Lender and its solicitor in connection with this Calgary Strata Properties Partial Discharge are for the account of 1252064 Alberta Ltd.

f) This *Consent to Partial Discharge* is valid until June 15, 2012 and expires thereafter.

Contact information for the Lender's solicitor is as follows:

Heather M.B. Ferris

LAWSON LUNDELL LLP
BARRISTERS AND SOLICITORS
Suite 1600 Cathedral Place
925 West Georgia Street
Vancouver, B.C. V6C 3L2
(604) 631-9145 Direct
(604) 694-2957 Direct Fax

Yours truly,

IMOR Capital Corp.

PER: Alexander, Hayne, Director

cc: Heather M.B. Ferris

THIS AMENDING AGREEMENT made effective the 7th day of May, 2012.

BETWEEN:

1252064 ALBERTA LTD.
(the "Seller")

- and -

HIGHFIELD STOCK FARM INC.
(the "Buyer")

AMENDING AGREEMENT

WHEREAS:

A. By Offer to Purchase (Real Property) by the Buyer dated April 13, 2012 and accepted by the Seller on April 23, 2012 (the "**Original Offer**"), the Seller agreed to sell and the Buyer agreed to purchase the Property more particularly described in the Original Offer.

B. The Original Offer incorrectly described the Property that is subject to the transaction of purchase and sale contemplated therein.

C. The Buyer and the Seller have now agreed to further amend the Original Offer on the terms and conditions set out below.

D. The Original Offer and this Amending Agreement are hereafter collectively referred to as the "Offer".

NOW THEREFORE in consideration of the sum of Ten Dollars ($10.00) paid by each party to the other party, other good and valuable consideration and the respective covenants and agreements contained herein, the parties hereto covenant and agree as follows:

GENERAL

1. The recitals hereinbefore set forth form part of this Amending Agreement.

2. The capitalized terms used in this Amending Agreement shall have the meanings attributed to them in the Original Offer unless otherwise defined herein.

AMENDMENTS

3. The definition of the "Property" is hereby amended by deleting the definition from the Original Offer and the definition which follows is substituted therefor, namely:

"property municipally described as Unit #14 and #18, 11410 – 27 Street SE Calgary and legally described as:

CONDOMINIUM PLAN 0712941
UNIT 10
AND 190 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and

CONDOMINIUM PLAN 0712941
UNIT 9
AND 190 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS"

GENERAL

4. Except where hereby amended, the parties hereto confirm and ratify all provisions of the Original Offer.

5. Time remains of the essence.

6. This Amending Agreement may be executed by the parties in separate counterparts and delivered by facsimile or PDF electronic transmission, each of which when so executed and delivered will be an original, but all such counterparts and facsimiles or electronic transmissions which will together constitute one and the same instrument.

IN WITNESS WHEREOF the Seller and the Buyer hereto has executed this Amending Agreement by the hands of their authorized officers who warrant that they have authority to bind their respective corporations as of the date first above written.

1252064 ALBERTA LTD.

Per: ____________________________

Per: ____________________________

HIGHFIELD STOCK FARM INC.

Per: ____________________________

Per: ____________________________

and

CONDOMINIUM PLAN 0712941
UNIT 9
AND 190 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS"

GENERAL

4. Except where hereby amended, the parties hereto confirm and ratify all provisions of the Original Offer.

5. Time remains of the essence.

6. This Amending Agreement may be executed by the parties in separate counterparts and delivered by facsimile or PDF electronic transmission, each of which when so executed and delivered will be an original, but all such counterparts and facsimiles or electronic transmissions which will together constitute one and the same instrument.

IN WITNESS WHEREOF the Seller and the Buyer hereto has executed this Amending Agreement by the hands of their authorized officers who warrant that they have authority to bind their respective corporations as of the date first above written.

1252064 ALBERTA LTD.

Per: ______________________________

Per: ______________________________

HIGHFIELD STOCK FARM INC.

Per: ______________________________

Per: ______________________________

Schedule "B"

TENANCY-AT-WILL AGREEMENT

THIS TENANCY AT WILL AGREEMENT made effective the 7th day of May, 2012.

BETWEEN:

1252064 ALBERTA LTD.
(the "**Seller**")

- and -

HIGHFIELD STOCK FARM INC.
(the "**Buyer**")

WHEREAS:

A. By Offer to Purchase (Real Property) by the Buyer dated April 13, 2012 and accepted by the Seller on April 23, 2012 (the "**Offer**"), the Seller agreed to sell and the Buyer agreed to purchase that property municipally describe as Unit #14, 11410 – 27 Street SE Calgary, Alberta and legally described as:

   CONDOMINIUM PLAN 0712941
   UNIT 10
   AND 190 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
   EXCEPTING THEREOUT ALL MINES AND MINERALS

   (the "**Property**") subject to the terms and conditions set out therein;

B. Pursuant to section 4(d) of the Offer, the Buyer is permitted to occupy the Property on May 15, 2012 as a tenant at will;

C. The Seller and Buyer have now agreed to sign a Condition Waiver/Satisfaction Agreement dated effective May 7, 2012 to waive/satisfy all conditions precedent under the Offer.

NOW THEREFORE, in consideration of the Seller granting possession of the Property to the Buyer, prior to the Buyer paying the Purchase Price in compliance with the Offer, and in consideration of the premises and the mutual covenants, agreements and conditions herein contained, the parties agree as follows:

1. All words and expressions used in this Agreement, unless there is something in the subject matter or context inconsistent therewith, shall have the same meaning ascribed to them in the Offer.

2. The Seller hereby consents to grant possession of the Property to the Buyer from May 15, 2012, at no charge to the Buyer, in accordance with the terms and conditions set out herein.

3. Until such time as the entire cash to close is unconditionally paid and released by the Buyer for the purchase of the Property in compliance with the Offer, the Buyer shall be deemed to have taken possession thereof as a tenant-at-will only.

4. No rent shall be payable if the cash to close is unconditionally released by the Buyer in compliance with the Offer.

5. If, by June 15, 2012 and provided that the Seller has fully complied with the terms and conditions of the Offer, all of the cash to close has not been unconditionally paid by the Buyer in compliance with the Offer, then the Buyer shall:

   a. deliver, at its cost, vacant possession of the Property to the Seller within seventy two (72) hours after written demand by the Seller to the Buyer or its solicitor;

   b. pay for all damages to the Property caused by the Buyer's use thereof and which occurred prior to the delivery of vacant possession to the Seller;

   c. pay for all utilities consumed during the Buyer's possession of the Property;

   d. pay the cost of registration of a transfer of land back into the name of the Seller and any and all other costs and expenses incurred by the Seller in regaining vacant possession and restoring the title and Property to its prior condition.

6. The recitals are incorporated into and form a part hereof.

7. Time remains of the essence.

8. This Agreement may be executed by the parties in separate counterparts and delivered by facsimile or PDF electronic transmission, each of which when so executed and delivered will be an original, but all such counterparts and facsimiles or electronic transmissions which will together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement by the hands of their authorized officers who warrant that they have the authority to bind their respective corporations as of the day and year first above written.

1252064 ALBERTA LTD.

Per: ______________________

HIGHFIELD STOCK FARM INC.

Per: ______________________