CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO

My Commission Expires: 03/12/2015

Carol Ealey

This is Exhibit "**M**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

Offering Memorandum

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8 Risk Factors.

Date: **August 27, 2010**

The Issuer: **Harbour View Landing Inc. (the "Corporation" or the "Issuer")**
Address: #18, 11410 – 27th Street SE
Calgary, AB T2Z 3R6
Phone #: (403) 253-5822
Fax #: (403) 253-5820
Email: info@foundationcapital.ca

Currently listed or quoted? **No. These securities do not trade on any exchange or market.**

Reporting Issuer? No.

SEDAR filer? No.

The Offering

Securities Offered	Class B Common Shares (referred to herein as the "Class B Shares," the "Shares," or the "securities")
Price Per Security	$0.10 per Class B Share
Minimum Offering	**This Offering is not subject to any minimum amount. You may be the only purchaser.**
Available Funds	**Funds available under the Offering may not be sufficient to accomplish our objectives.**
Maximum Offering	$3,991.80 (39,918 Shares)
Minimum Subscription Per Investor	$10 (100 Shares)
Payment Terms	Payment in full by cheque of the subscription price is to be made with the delivery of a duly executed and completed Subscription Agreement. **See Item 5.2 Subscription Procedures.**
Proposed Closing Date(s)	Closings will take place periodically at the Corporation's discretion.
Tax Consequences	There are important tax consequences to these securities. **See Item 6 Income Tax Consequences and Deferred Plan Eligibility.**
Purchaser's rights	**You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 11 Purchasers' Rights.**
Resale restrictions	**You will not be able to sell these securities except in very limited circumstances. You may never be able to resell these securities. See Item 10 Resale Restrictions.**
Selling Agents	The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help effect sale of the Class B Shares. No sales commissions of any kind will be payable out of the proceeds of this Offering with respect to the sale of the Class B Shares.

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NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements. These statements relate to future events or the Corporation's future performance. All statements other than statements of historical fact are forward-looking statements. Forward looking statements are often, but not always, identified by the use of words such as "may", "will", "should", "expect", "plan", "anticipate", "believe", "estimate", "predict", "potential", "targeting", "intend", "could", "might", "continue", or the negative of these terms or other comparable terminology. These statements are only predictions. In addition, this Offering Memorandum may contain forward-looking statements attributed to third party industry sources. Undue reliance should not be placed on these forward-looking statements as there can be no assurance that the plans, intentions or expectations upon which they are based will occur. By its nature, forward-looking information involves numerous assumptions, known and unknown risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and other forward-looking statements will not occur and may cause actual results or events to differ materially from those anticipated in such forward-looking statements. The forward-looking statements contained in this Offering Memorandum are expressly qualified by this cautionary statement. The Corporation is not under any duty to update any of the forward-looking statements after the date of this Offering Memorandum to conform such statements to actual results or to changes in the Corporation's expectations except as otherwise required by applicable legislation.

GLOSSARY OF TERMS

In this Offering Memorandum, unless the context otherwise requires, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms shall have corresponding meanings:

"0747618" means 0747618 B.C. Ltd. a private corporation related to the Corporation by common officers, directors and shareholders. **See Item 2.2.3 herein.**

"1252064" means 1252064 Alberta Ltd., a private corporation related to the Corporation by common officers, directors and shareholders. **See Item 2.2.3 herein.**

"ABCA" means the *Business Corporations Act* (Alberta).

"CRA" means Canada Revenue Agency.

"Deferred Plan" means an RRSP, RRIF, RESP and a TFSA as defined in the Tax Act.

"Foundation" means Foundation Capital Corporation, a party related to the Corporation by a common officer, director and shareholder. **See Item 2.2.3 herein.**

"HVC" means Harbour View Capital Inc., a party related to the Corporation by a common officer, director and shareholder. **See item 2.2.3 herein.**

"HVC Loan" or **"Loan"** means the loan by the HVC to the Corporation more particularly described in item 2.14.2 herein.

"HVC Offering Memorandum" means the offering memorandum of HVC dated August 27, 2010.

"HVC Offering" means an Offering of 6.0% bonds by HVC pursuant to the HVC Offering Memorandum.

"Lands" means those certain lands owned by the Corporation which are located near the City of Courtenay, British Columbia, which are more particularly described in item 2.4 herein.

"Maximum Offering Amount" means 39,918 Class B Shares ($3,991.80).

"Project" means the proposed development of the Lands by the Corporation into a seaside residential community as more particularly described in item 2.5 herein.

"Project Costs" means the costs to be incurred by the Corporation in the development of the Project as more particularly described in item 2.6 herein.

"Purchase Agreement" means the purchase agreement between the Corporation and 0747618 B.C. Ltd. with respect to the purchase of the Lands by the Corporation, which is more particularly referred to in item 2.3 herein.

"RESP" means Registered Education Savings Plan as defined under the Tax Act.

"RRIF" means Registered Retirement Income Fund as defined under the Tax Act.

"RRSP" means Registered Retirement Savings Plan as defined under the Tax Act.

"remaining balance of the Purchase Price" means the sum due and owing by the Corporation to 0747618 pursuant to the Purchase Agreement, which as of the date of this Offering Memorandum is $600,000. **See Item 2.3 The Purchase Agreement.**

"Regulations" means the Tax Act regulations.

"Subscriber" means a purchaser of Class B Shares of the Corporation pursuant to this Offering Memorandum.

"Tax Act" means the Income Tax Act [Canada].

In this Offering Memorandum, references to "dollars" and $ are to the currency of Canada, unless otherwise indicated.

ITEM 1 - USE OF NET PROCEEDS

1.1 Available Funds

The following table discloses the available funds of this Offering (the "Offering"):

		Assuming Minimum Offering	Assuming Maximum Offering
A	Amount to be raised by issuance of this Offering	$0	$3,991.80
B	Selling commissions and fees (1)	$0	Nil
C	Estimated Offering costs	$0	$0
D	Available Funds: D = A – (B + C)	$0	$3,991.80
E	Additional sources of funding, if required	$0	(2)
F	Working Capital Deficiency (3)	$0	Nil
G	Total: G = D + E – F	$0	$3,991.80

(1) No commission will be paid with respect to the sale of Class B Shares pursuant to this Offering.

(2) Funds from the offering will not be sufficient to allow the Corporation to proceed with the development of the Project. The Corporation will require financing from additional sources to fund the development of the Building. **See Item 2.9 Financing.**

(3) The Corporation does not have a working capital deficiency.

1.2 Use of Available Funds

The following table provides a detailed breakdown of how the Corporation will use the available funds of this Offering in the 12 months ensuing from the date of this Offering Memorandum:

Description of intended use of available funds listed in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
The Corporation intends to use the available funds of this Offering, together with proceeds received from the HVC Loan to: i) pay the remaining balance of the Purchase Price to 0747618. **See Item 2.3 The Purchase Agreement** ;and ii) as a working capital facility to be used by the Corporation in the development of the Project. **See Item 2.2 Our Business and Item 2.5 Development of the Lands.**	$0	$3,991.80
Total	**$0**	**$3,991.80**

1.3 Reallocation

The Corporation intends to use the available funds of this Offering as stated. The Corporation will reallocate the net proceeds only for sound business reasons.

1.4 Future Cash Calls

An investor in these securities will not be required to make any additional funds available to the Corporation in addition to their subscription amount.

ITEM 2 - BUSINESS OF THE CORPORATION

2.1 Structure

The Corporation is a corporation incorporated under the *Business Corporations Act* (Alberta) pursuant to a certificate of incorporation dated January 13, 2009. The Corporation's head and registered office is located at #18, 11410 – 27th Street SE, Calgary, Alberta, T2Z 3R6.

2.2 Our Business

2.2.1 Previous Business of the Corporation

Since the date of incorporation the Corporation has:

1. Entered into the Purchase Agreement and acquired the Lands. **See Item 2.3 The Purchase Agreement.**
2. Made a previous offering of Class B shares pursuant to an Offering Memorandum dated January 30, 2009 and to accredited investors between September 2009 and August 2010 (collectively the "Previous Offerings"). Pursuant to the Previous Offerings, the Corporation issued 120,082 Class B shares, raising an aggregate of $ 12,008.20. **See Item 4.3 Prior Sales.**
3. The Corporation has entered into a loan agreement with HVC pursuant to which HVC has advanced the Corporation the sum of $11,055,119 pursuant to the HVC Loan. **See Item 2.14.2 Loan Agreement with Harbour View Capital Inc.**
4. The Corporation has proceeded with the preliminary steps in the development of the Project as disclosed in Item 2.5 Development of the Lands.

2.2.2 Current Business of the Corporation

The Corporation intends to continue to raise funds pursuant to this Offering for the purposes of using funds from this Offering in conjunction with funds advanced to the Corporation pursuant to the HVC Loan to pay out the remaining balance of the Purchase Price due and owing to 0747618 and in developing the Project. **See Item 2.3 The Purchase Agreement and Item 2.5 Development of the Project.**

HVC is presently proceeding with an offering of fixed rate bonds (the "HVC Bonds") pursuant to the HVC Offering. The available funds from the HVC Offering will be advanced by HVC to the Corporation pursuant to the HVC Loan.

2.2.3 Related Party Matters

Ron Aitkens, the sole officer and director of the Corporation, is also the sole officer and director of HVC.

As of the date of this Offering, Mr. Aitkens owns 100% of the issued and outstanding Class A common shares of the Corporation and owns 40% of the issued and outstanding Class A Preferred shares of HVC.

Mr. Aitkens is the sole officer, director and the majority shareholder of Foundation.

Mr. Aitkens is an officer and director of 0747618.

Mr. Aitkens is the sole officer, director and shareholder of 1252064.

1252064 is the sole shareholder of 0747618.

As of the date of this Offering Memorandum the Corporation is indebted to 1252064 in the amount of $499.

As of the date of this Offering Memorandum 1252064 holds 51,464 Class B shares in the Corporation.

2.2.4 Offering Structure

Subscribers pursuant to the HVC Offering will also be subscribers under this Offering. Subscribers to this Offering will be entitled to purchase one (1) Class B share of the Corporation for every HVC Bond purchased by them pursuant to the HVC Offering.

Subscribers pursuant to the HVC Offering will also be subscribers under this Offering. The purpose of creating two separate issuers (the Corporation and HVC) and two separate offerings (this Offering and the HVC Offering) is to allow subscribers to participate in an investment in the financing and development of the Project through holding Class B Shares in the Corporation and Bonds in HVC.

Funds from Deferred Plans may be used to purchase Bonds under the HVC Offering based on the advice of Collins Barrow Calgary LLP. See Item 6 Income Tax Consequences and Deferred Plan Eligibility within the HVC Offering Memorandum.

Participation of Subscribers in this Offering is to allow resulting profit, if any, from the development of the Project to be distributed to Class B shareholders of the Corporation after the Corporation has repaid to HVC all sums due and owing pursuant to the HVC Loan.

Shares held by the Corporation's Class B shareholders will be held outside of a subscriber's Deferred Plan, as such shares are not as of the date of this Offering Memorandum, an eligible investment for Deferred Plans.

No assurance can be given that changes in the Tax Act or future court decisions or the implementation of new taxes will not adversely affect the Corporation or fundamentally alter the income tax consequences to Class B shareholders with respect to acquiring, holding or disposing of the Class B shares of the Bonds of HVC.

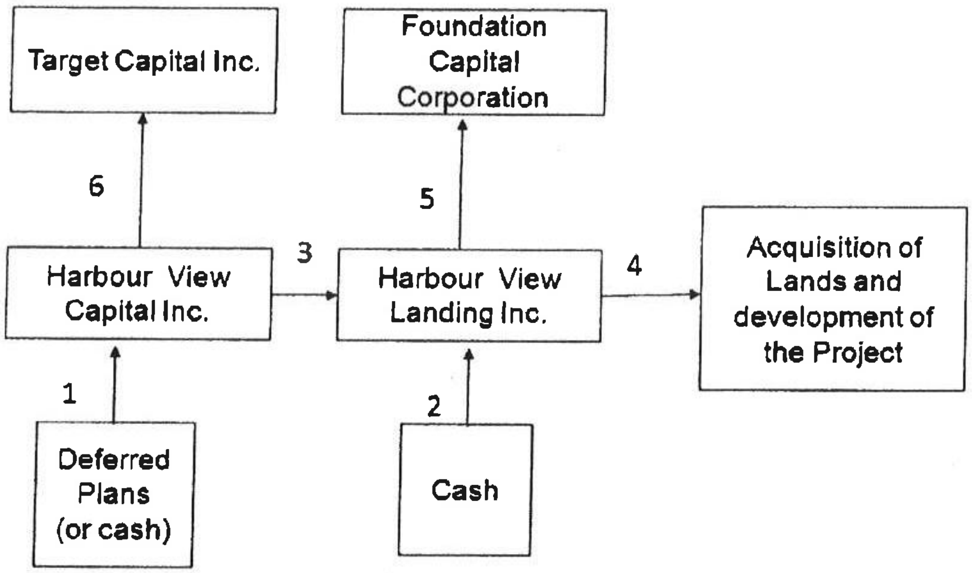
Subscribers are strongly encouraged to consult their tax advisors as to the tax consequences of acquiring, holding and disposing of the Class B shares purchased pursuant to this Offering and the Bonds of HVC purchased pursuant to the HVC Offering.

No advance income tax ruling has been applied for or received with respect to the income tax consequences described in this Offering Memorandum or the HVC Offering.

Subscribers should consult their own legal and tax advisors for advice with respect to this Offering and the HVC Offering.

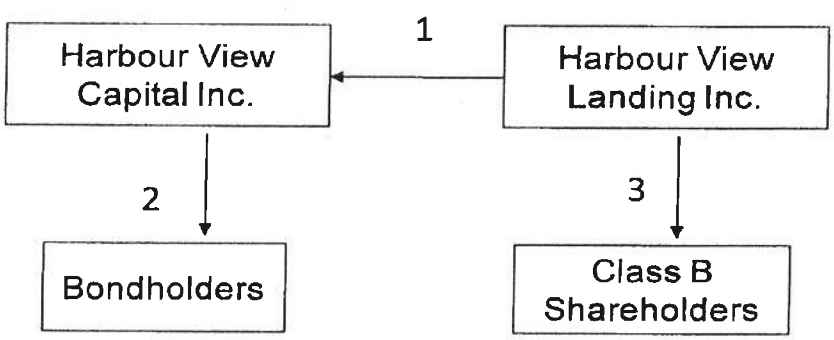
2.2.5 Investment Flow Chart

The following represents the distribution of funds from a Subscriber pursuant to this Offering and the HVC Offering after the costs and commissions with respect to this Offering and the HVC Offering have been paid.



1. Subscribers purchase Bonds in the Corporation.
2. Subscribers purchase Class B shares in HVL pursuant to the HVL Offering.
3. The Corporation lends net proceeds of this Offering to HVL pursuant to the HVL Loan.
4. HVL uses proceeds from the HVL Offering in conjunction with the HVL Loan to pay out the remaining balance of the Purchase Price and develop the Project.
5. HVL pays Foundation a management fee of 1% of the HVL Loan proceeds advanced to it, to a maximum of $200,000 per annum **See Item 2.14.3 of the HVL Offering Memorandum.**
6. The Corporation pays fees to Target **See Item 2.15.2 Agreement with Target Capital Inc.**.

The following represents the proposed distribution of funds by the Corporation and HVC upon development and sale of the Project by the Corporation:



1. Upon sale of the Project, the Corporation pays principal and interest due and owing pursuant to the HVC Loan to HVC.
2. HVC pays interest and principal owed to its bondholders.
3. Remaining profits, if any, are distributed to Class B shareholders of the Corporation by way of dividend.

2.3 The Purchase Agreement

The Corporation entered into the Purchase Agreement with 0747618 pursuant to which the Corporation agreed to purchase the Lands from 0747618 for the purchase price of $9,750,000 (the "Purchase Price").

The closing date of the Purchase Agreement was May 15, 2009 (the "Closing Date").

The Purchase Price was to be paid by the Corporation through the payment of cash on the Closing Date.

The Purchase Agreement provided that in the event that the Corporation did not have sufficient funds to advance the Purchase Price in full to 0747618 on the Closing Date, the Corporation would advance to 0747618 a minimum of $1,599,000 from funds obtained by the Corporation pursuant to the HVC Loan or other financing sources. 0747618 would then grant the Corporation a mortgage representing the balance of the Purchase Price up to $8,150,000 at an interest rate of 0% per annum, for a term of one year from the Closing Date (the "VTB"). The VTB, if granted, would be subordinate to the mortgage granted by the Corporation as security for the HVC Loan. **See Item 2.14.2 Loan Agreement with Harbour View Capital Inc.**

i.) The Corporation paid to 0747618 the sum of $1,600,000 on the Closing Date;

ii.) 0747618 has not requested that the Corporation grant the VTB and the Corporation does not expect that it will grant the VTB to 0747618;

iii.) $7,550,000, representing the payment of instalments with respect to the unpaid balance of the Purchase Price due and owing to 0747618 have been paid by the Corporation, at the direction of 0747618, to 1252064; and

iv.) As of the date of this Offering Memorandum the sum of $600,000 remains the due and owing by the Corporation to 0747618 pursuant to the Purchase Agreement. The Corporation intends to advance funds to 0747618 from the proceeds of the HVC Loan and this Offering as it receives such funds to pay the remaining balance of the Purchase Price. The Corporation may, at the direction of 0747618, pay some or all of the remaining balance of the Purchase Price to 1252064.

2.3.1 History of Ownership of the Lands

1252064 acquired all of the issued and outstanding shares of 0747618 from an arms-length party, for a purchase price of $4,600,000 in June of 2008. The principal purpose in 1252064's acquisition of the shares in 0747618 was to acquire the Lands.

The Subscription Agreement to be signed by Subscribers will contain a specific consent to the payment of the remaining balance of the Purchase Price to 0747618 and acknowledgment that the payment of the remaining balance of the Purchase Price to 0747618 is not a breach of fiduciary or other duty and will not give rise to any obligation by either of 0747618 or 1252064 or their respective officers, directors or shareholders nor Ron Aitkens to account to the Corporation for any profit made on the sale of the Lands by 0747618 and/or 1252064 to the Corporation.

2.4 The Lands

The parcel comprising the Lands consists of 9.68 hectares (23.92 acres), more or less, borders the City of Courtney boundary's along Anderton Road.

The area in which the Lands are located is predominantly a rural residential area with a mixture of small residential holdings and large residential and agricultural holdings. Jackson Drive, which forms a large portion of the Lands road frontage is a particularly desirable residential subdivision located opposite the subject with its mainly executive class custom homes on half acre lots offering ocean and Coastal Mountain views. The surrounding residential area along Wilkinson Road and below the Lands, in terms of topography, is comprised of waterfront sites which were originally constructed as holiday cottages, but the area is now in transition by way of redevelopment and upgrades with the residential influence remaining intact.

Other properties within the immediate area are larger acreage holdings, some of which are within the Agricultural Land Reserve. The Lands benefit from being in close proximity to the waterfront and are a short commute to Courtenay and Comox. The area is convenient to shopping and recreational facilities as well as schools and public transportation.

Topography and Site Description

The Lands occupy an elevated position overlooking Georgia Strait and the BC Ferries Little River Terminal. The majority of the site tends to be relatively level with only a modest slope downward from the west to the east where there is a bank located along the northeastern boundary of the property down to Wilkinson Road, and along the southeastern boundary down to Ellenor Road. The site has been logged over the past few years leaving the site interspersed with a small amount of tree cover and vegetation. Ocean views are available from the northeastern portion of the site boundary line.

Utilities and Street Improvements

The area has water service from the Comox-Strathcona Regional District Water Supply. There is a communal septic system that serves the existing residents on Jackson Drive; however the site would require individual and/or communal septic systems. Storm drainage is presently by way of open ditch system. Hydro, telephone and cablevision are available in the neighbourhood.

Legal Description of the Lands

The legal description of the Lands is:

Lot 2, District Lot 216, Comox District

Plan 31808, except those parts in Plans 36029 and 39408

Containing 9.68 Hectares (23.92 Acres) more or less

Title to the Lands is currently held in the name of the Corporation and is subject to the following encumbrances:

REGISTRATION NUMBER AND PARTICULARS

RIGHT OF WAY – RESTRICTIVE COVENANT – 211002G – 1957/09/19 – BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

COVENANT – H29315 – 1979/04/05 – PROVINCIAL AGRICULTURAL LAND COMMISSION

STATUTORY RIGHT OF WAY – M30670 – 1983/03/18 – THE REGIONAL DISTRICT OF COMOX-STRATHCONA

COVENANT – M30675 – 1983/03/18 – HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

MORTGAGE – FB363800 – 2010/07/29 – HARBOUR VIEW CAPITAL INC.

It is not anticipated that these encumbrances will have any adverse effect on the proposed subdivision and sale of the Project.

The Lands are presently undeveloped.

There are no known environmental liabilities or hazards in relation to the Lands.

2.5 Development of the Lands

Upon acquisition of the Lands, the Corporation intends to develop the Lands into a residential subdivision to include up to approximately 150 multi-family and single family units. The overall design contemplated by the Corporation is a seaside residential resort which includes condominium apartments, townhomes, patio homes and some single family residences (the "Project").

Amenities of the Project may include an owner's club house, a pool, and fitness facilities. The property directly to south has now been converted into an estate winery. Some preliminary discussions regarding cross promotional opportunities have taken place, and further discussions will be required.

The Corporation may sell the units comprising the Lands on a fractional or whole basis.

Approvals

The Lands are presently zoned Country Residential Zone 1 (CR-1) based on the Comox-Strathcona Regional District Zoning Bylaw No. 2781, 2005. The principal allowable uses under this classification include residential use, and of any lot over 4,000 square meters (1 acre) agricultural use is permitted. Subdivision requirements under this current zoning also allow for a minimum lot area of 2.0 hectares or 4.94 acres.

The Corporation is presently proceeding to make the necessary applications to effect a land use re-designation of the Lands from Country Residential Zone 1 to a new land use which will accommodate the proposed development of the Project.

In order to allow for the development of the Lands to include both multi-family and single family units in a residential seaside resort setting, the regional District of Comox-Strathcona would have to approve a concept plan for the Lands and agree to a land use re-designation of the Lands.

In order to achieve above approvals, the Corporation has held various "open house" type community meetings. These meetings have engaged neighbours of the Lands who may be directly affected by the development as well as the approving authority. Through these sessions, the Corporation has evaluated the responses provided by the community with respect to the Project. These responses will then guide the various consultants (architects, planners, engineers) in the ultimate and final design of the concept plan which will be submitted to the Regional District of Comox/Strathcona for approval. The approval of the concept plan will require the current land use designation (zoning) to be amended to a new designation accommodating what the concept plan includes.

2.6 Capital Requirements of Development of the Project

The preliminary estimate of the capital costs for the development of the Lands (excluding the cost of purchasing the Lands pursuant to the Purchase Agreement) has been estimated as to be $38,312,500 (the "Project Costs") based on the following:

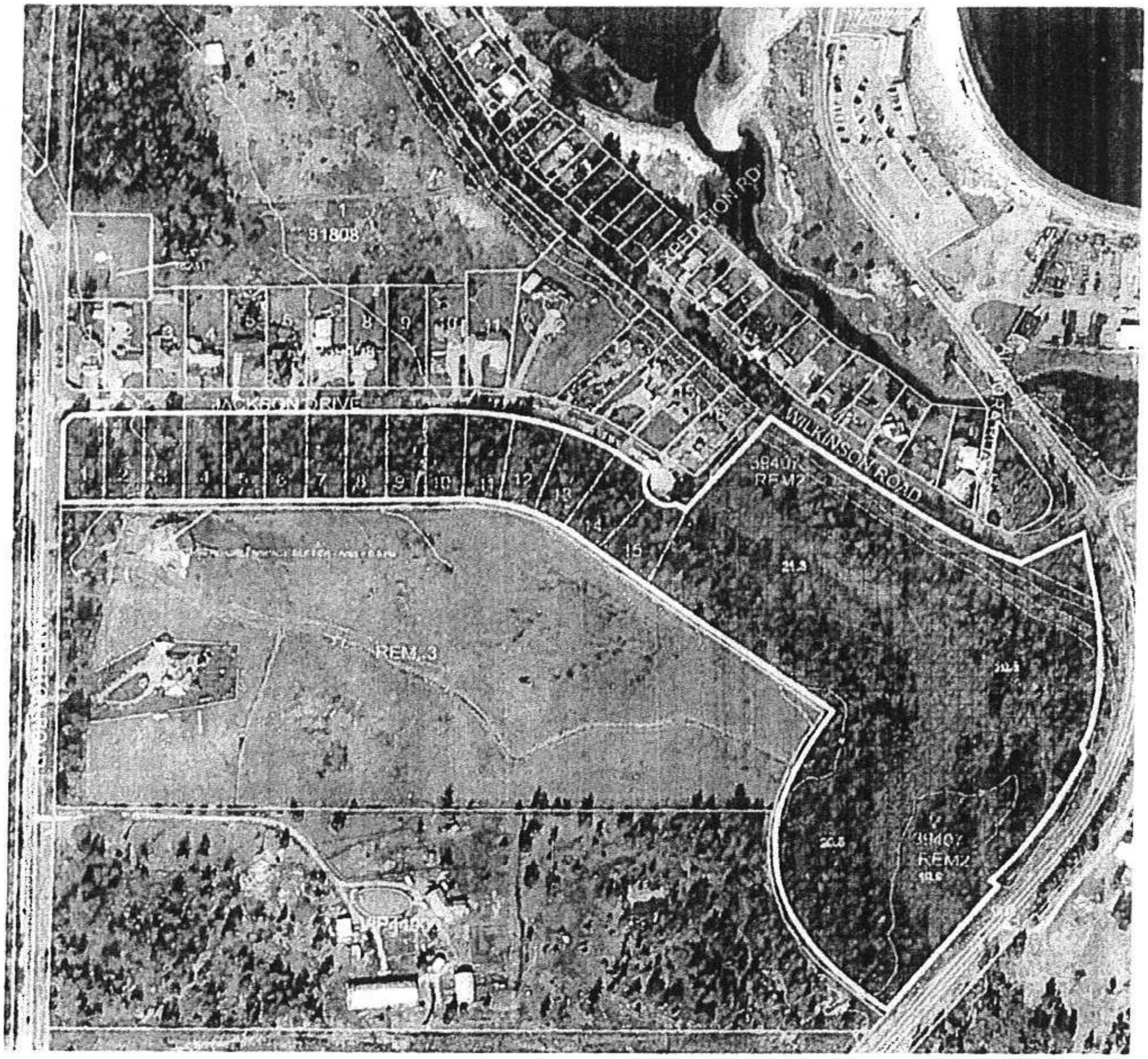
Servicing costs - 15 lots @ $30,000 per lot	$450,000
Building Costs:	
Hard Costs - $200 per square foot @ 1,000 square feet for 150 units	$30,000,000
Furniture design for the club house	$200,000
Soft costs	$7,662,500
Total	**$38,312,500**

The estimated Project Costs are subject to certain uncertainties and factors which could cause actual results or events to differ materially from these estimates. Although the Corporation believes that the estimates are reasonable, no assurance can be given that the estimates are in all material respects correct or that they will not be greater than anticipated. As such, the estimated Project Costs are expressly qualified in their entirety by this cautionary statement. **See Item 8 Risk Factors and the heading "Forward-Looking Statements" on page 3 of this Offering Memorandum.**

The final Project Costs will not be determined until after the necessary approvals have been obtained and the Project Costs are put to tender.

2.7 Photograph of the Lands

The following is an aerial view of the Lands taken from Google Earth with the Lands outlined in yellow.



2.8 Development Rendering

The following is a rendering of the proposed subdivision of the Lands.*

* The final development plan is expected to vary from this rendering. Subscribers should note that this representation was prepared on behalf of 0747618 with respect to a preliminary development plan of the Project. The final plan of the Project will not be determined until the applicable municipal and provincial authorities have provided final approval to the concept plan and subsequently the development plan for the Project.

2.9 Financing

The funds raised pursuant to this Offering will not be sufficient to allow the Corporation to pay the remaining balance of the Purchase Price and develop the Project.

The Corporation entered into a loan agreement with HVC in order to obtain the funds necessary to acquire the Lands. **See Item 2.14.2 Loan Agreement with Harbour View Capital Inc.**.

The amount of the HVC Loan is contingent upon the amount of proceeds HVC raises, if any, pursuant the HVC Offering.

The funds received pursuant to the HVC Loan will not be sufficient to fund the entire development of the Project. The Corporation intends to obtain institutional or other third party financing to fund the development of the Lands. The terms and conditions of any future financing are not presently known to the Corporation. The Corporation may also seek to raise funds for the development of the Lands from future issues of equity of the Corporation. In the event that the Corporation is unable to obtain financing in an amount sufficient to fund the Development Costs, the Corporation will not be able to proceed with the development of the Project and could be forced to sell the Lands as a whole rather than as individual lots which could result in the Corporation receiving less pursuant to the terms of such sale than if the Lands were subdivided and sold.

If the Corporation does not obtain all necessary financing and is required to sell the Lands as an undeveloped parcel, the revenues received from such a sale will not likely be sufficient to allow it to repay principal and interest due and owing pursuant to the Bonds issued under the HVC Offering.

2.10 Development of Business

To facilitate the acquisition of the Lands and the development of the Project, the Corporation has arranged to borrow funds from HVC. **See Item 2.14.2 Loan Agreement with Harbour View Capital Inc.**

The Corporation intends to acquire the financing and approvals necessary to proceed with the development of the Project.

2.11 Long Term Objectives

The Corporation's long-term goal is to pay out the remaining balance of the Purchase Price, acquire the financing and approvals necessary to proceed with the development of the Project and then to proceed with the development of the Project in order to provide a return to purchasers of Class B Shares pursuant to this Offering.

The following are the development milestones of the Corporation with respect to the development of the Project and the estimated costs associated with the completion these matters:

Critical Project Milestones:

Event:	Anticipated Time Period for completion:	*Estimated Cost:
Rezoning Application Development Process	September 2009 - January 2011	$203,000 in Architectural and Consultants Fees, Public Information Meetings and Application Submission Fees.
Rezoning Application Submission	February 2011 - June 2011	$100,000 in Architectural and Consultants Fees.
Rezoning Development Agreement and Bylaw Adoption	July 2011 - January 2012	$ 1,730,000 in Direct Cost Charges, Amenity Package to City of Courtenay, Testing and Reports, and all Architectural and Consultant Fees.
Development Permit Application and Approval	January 2012 - May 2012	$186,000 in application submission fees and Architectural, Engineering and Consultant Fees.
Construction Start of Stage 1 of the Project	June 2012 - June 2014	$15,000,000 in Building Permit Fees, infrastructure, site servicing, and building construction containing approx. 75 suites and amenity areas.
Construction Start of Stage 2 of the Project	Start/Mid 2014 - Mid/End 2015	$15,000,000 in construction of remaining building containing approximately 75 suites and amenity areas.

*All costs are expressed in September 2010 dollars and do not include construction cost escalation.

2.12 Short Term Objectives and How the Corporation Intends to Achieve Them

The Corporation's goal for the next 12 months is to raise up to $3,991.80, obtain further funding of the HVC Loan, pay out the remaining balance of the Purchase Price and to proceed with the development steps set out below with respect to the Project.

The following outlines the Corporation's short term objectives and the methods and costs associated with the achievement thereof.

What we must do and how we will do it	Target completion date or, number of months to complete	Our cost to complete
Raise the Maximum Offering under this Offering and obtain the advance of HVC Loan. Payout the remaining balance of the Purchase Price	12 months	*
Rezoning Application Development Process	September 2009 - January 2011	$203,000 in Architectural and Consultants Fees, Public Information Meetings and Application Submission Fees.
Rezoning Application Submission	February 2011 - June 2011	$100,000 in Architectural and Consultants Fees.
Rezoning Development Agreement and Bylaw Adoption	July 2011 - January 2012	$1,730,000 in Direct Cost Charges, Amenity Package to City of Courtenay, Testing and Reports, and all Architectural and Consultant Fees.

* Will be all costs associated with the HVC Offering, all interest payable pursuant to the HVC Loan and the Management Fee. See Item 1.1 Available Funds in the HVC Offering Memorandum and Item 2.14.2 Loan Agreement with Harbour View Capital Inc. and Item 2.14.3 Management Agreement with Foundation Capital Corporation herein.

2.13 Insufficient Proceeds and Cash Reserves

All monies raised will be committed to payment of the remainder of the Purchase Price, in the development of the Project and payment of the Management Fee. The proceeds of the Offering will not be sufficient to accomplish all of the Corporation's proposed objectives and there is no assurance that the HVC Loan or alternative financing will be available. There is no assurance that the Corporation will be able to finance its proposed business objectives. **See Item 2.9 Financing.**

2.14 Material Agreements

The following are the key terms of all material agreements which the Corporation has entered into or expects to enter into and which can reasonably be regarded as presently being material to the Corporation or a prospective purchaser of the Class B Shares being offered pursuant to this Offering.

2.14.1 The Purchase Agreement

See Item 2.3 The Purchase Agreement.

2.14.2 Loan Agreement with Harbour View Capital Inc.

The Corporation has entered into a loan agreement with HVC dated March 17, 2009. Some of the material terms of that Agreement are summarized below:

(a) **Loan Amount:** $1,800,000 to $16,000,000. The final Loan amount will be contingent upon the amount of funds raised pursuant to this Offering.

(b) **Interest Rate:** 6.5% per annum.

(c) **Maturity Date:** April 30, 2014.

(d) **Payments:** There shall be no payments of principal or interest made by the Corporation during the term of the Loan. The Corporation shall make a lump sum payment of the principal amount and all accrued interest on April 30, 2014.

(e) **Prepayment:** The HVC Loan may be repaid by the Corporation in part or in full at anytime without notice or penalty.

(f) **Security:** As of the date of this Offering Memorandum, the HVC Loan is secured by way of a first mortgage against title to the Lands (the "HVC Mortgage"). The HVC Mortgage will be subordinated to development financing obtained by the Corporation with respect to development of the Project.

(g) **Additional Terms:** All fees, costs, interest and commissions incurred by HVC with respect to the HVC Offering and the HVC Loan shall be payable by the Corporation to HVC and shall form part of the principal of the HVC Loan.

2.14.3 Management Agreement with Foundation Capital Corporation

The Corporation has entered into a management agreement with Foundation, (the "Management Agreement"), some of the material terms of which are summarized below:

(a) Foundation will provide management services to the Corporation with respect to this Offering and with respect to the day to day business of the Corporation.

(b) In addition to reimbursing Foundation for it's out of pocket expenses in relation to day to day operations of the Corporation, Foundation will be paid an annual fee of 1% of the aggregate of the loan proceeds received by the Corporation pursuant to the HVC Loan to a maximum of $200,000 per annum (the "Management Fee").

(c) The Management Fee will be payable in monthly installments of 1/12 of the estimated annual fee.

(d) The term of the Management Agreement shall be for a minimum of 2 years and will be renewable upon the mutual agreement of the Corporation and Foundation. It is intended that the Management Agreement will continue for as long as the Corporation holds an interest in the Lands.

2.14.4 Stock Option Agreement with 1252064 Alberta Ltd.

The Corporation entered into a stock option agreement with 1252064 pursuant to which the Corporation granted 1252064 the option to purchase three (3) Class B Shares of the Corporation at a price of $0.10 per share for every seven (7) Class B Shares of the Corporation issued pursuant to the Previous Offerings (the "First 1252064 Option"). As of the date of this Offering Memorandum the Corporation has issued 51,464 Class B shares to 1252064 pursuant to the First 1252064 Option.

The Corporation intends to enter into a second stock option agreement with 1252064 pursuant to which the Corporation will grant 1252064 the option to purchase three (3) Class B Shares of the Corporation at a price of $0.10 per share for every seven (7) Class B Shares of the Corporation issued pursuant to this Offering (the "Second 1252064 Option").

ITEM 3 – DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

The following table provides the specified information about each officer, director and Promoter of the Issuers and each person who directly or indirectly beneficially owns or controls 10% or more of any class of voting securities of the Issuers (a "Principal Holder"). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly, beneficially owns or controls more than 50% of the voting rights of the principal holder.

Name and municipality of principal residence	Position held	Compensation paid by the Corporation since inception and the compensation anticipated to be paid in current financial year	Number, type and percentage of securities held as of the date of this Offering Memorandum	Number, type and percentage of securities held after the completion of the Maximum Offering
Ron Aitkens (1) Lethbridge, Alberta	President and Director	Nil (1)	1 Class A Common Share (100%)	1 Class A Common Share (100%)
Foundation Capital Corporation Calgary, Alberta	Manager	$60,200 (2) $200,000 (3)	Nil	Nil
1252064 Alberta Ltd. Lethbridge, Alberta	Shareholder	Nil	51,464 Class B Shares (4) (30% rounded)	68,572 Class B Shares (5) (30% rounded)

(1) Ron Aitkens, the officer, director and shareholder of the Corporation, is also an officer, director and sole shareholder of Foundation and is the officer, director and sole shareholder of 1252064.

(2) Represents amounts paid to the date of this Offering Memorandum pursuant to the Management Agreement. See Item 2.14.3 Management Agreement with Foundation Capital Corporation.

(3) Assuming the maximum amount payable pursuant to the Management Agreement.

(4) Represents Class B Shares acquired pursuant to the First Option See Item 2.14.4 Stock Option Agreement with 1252064 Alberta Ltd..

(5) Assuming the maximum exercise of the Second 1252064 Option. See Item 2.14.4 Stock Option Agreement with 1252064 Alberta Ltd..

3.2 Management Experience

The name and principal occupations of the director and officer of the Corporation over the past five years is as follows:

Name and position	Principal occupations and related experience
Ron Aitkens President and Director	Ron Aitkens has held his Certified Financial Planner (CFP) designation since 2001. In 1994, Mr. Aitkens founded Harvest Financial Services, the first company in the Harvest Group of Companies, all of which have been involved in the offering of investment products to its clients. In 2000, Mr. Aitkens formed Harvest Capital Management Inc., which offers commercial real estate syndications to investors by way of limited partnerships. In 2005, Mr. Aitkens founded Foundation Capital Corporation which has actively been involved in the offering of multiple Alberta based real estate investments. Since inception, Foundation Capital Corporation has and is involved in the syndication of the following investment offerings to its clients: Legacy Communities Inc. – Holding and potential development of 503 acres of raw land in the Elbow Valley area of Calgary, AB. Airdrie Country Estates Inc. - Holding and potential development of 160 acres of raw land located Southeast of the City of Airdrie, AB. Rocky View Estates Corp. - Holding and potential development of 150 acres of raw land located Southwest of the City of Airdrie, AB. Spruce Ridge Estates Inc. - Acquisition, holding and development of a master planned community of 923 acres of raw land near the town of Priddis, AB. Foundation Place Inc. - Development of a commercial building on 17th Avenue/Macleod Trail S. in Calgary, AB. Railside Industrial Park Inc. – Development of an industrial park adjacent to the town of Millet, AB Stoney View Crossing Inc. – Proposed development of 815 residential lots in a newly annexed area in the City of Calgary, AB Stoney View Crossing Inc. – Acquisition and development of certain vacant lands located south of Highway #1 and immediately southeast of Prince of Peace Village in a newly annexed area in Calgary, AB.

3.3 Penalties, Sanctions and Bankruptcy

Other than as set forth below, there are no penalties or sanctions that have been in effect during the last ten (10) years against an officer, director or control person of the Corporation or against a company of which any of the foregoing was an officer, director or control person:

Mr. Ronald J. Aitkens, Mr. Roy J. Beyer, Foundation, Spruce Ridge Capital Inc. ("SRC"), a private Alberta company, Spruce Ridge Estates Inc., ("SRI") a private Alberta company and Beyer Consulting Ltd. ("Beyer"), a private Alberta company, entered into a settlement agreement (the "Settlement Agreement") with the Alberta Securities Commission on August 20, 2009 admitting they had breached securities law by authorizing, permitting or acquiescing in the making of misleading statements to potential investors at two presentations in 2008 about a real estate development project known as Spruce Ridge Estates (the " SRE Project"). At the time of the settlement, Mr. Aitkens was the president and director of Foundation, SRC and SRI and he was a major shareholder of all three entities. Foundation contracted Beyer to provide Foundation with marketing services relating to raising capital for the SRE Project. At the time of the settlement, Mr. Beyer and his spouse were the only directors and shareholders of Beyer.

Foundation, Foundation Mortgage Corporation, Railside Industrial Park Inc., Railside Capital Inc., and Ronald J. Aitkens are subject to a cease trade order ("SKCTO") from the Saskatchewan Financial Services Commission dated July 8, 2009 for failure to file: (a) copies of the offering memorandum used in connection with the distribution of securities under the offering memorandum exemption (the "OM Exemption") in section 2.9 of the National Instrument 45-106 Prospectus and Regulation Exemptions ("NI 45-106") on or before the 10th day after the distribution as required under subsection 2.9 (16) of NI 45-106; and (b) reports of the distribution of their securities under the OM Exemption on or before the 10th day after the distribution. At the time of the SKCTO, Mr. Aitkens was the president, director and owner of approximately 75% of the voting shares of Foundation and was the sole officer and director of Foundation Mortgage Corporation, Railside Industrial Park Inc. and Railside Capital Inc. The SKCTO has not been revoked as of the date of this Offering Memorandum.

Legacy Communities Inc., of which Mr. Aitkens is one of the directors, is subject to a cease trade order ("BCCTO") from the British Columbia Securities Commission dated September 18, 2009, for distributing securities under an offering memorandum that did not adhere to the form requirements of the offering memorandum as required by section 2.9 of NI 45-106. The BCCTO has not been revoked as of the date of this Offering Memorandum.

No declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, has been in effect during the last ten (10) years with regard to those individuals or any companies of which any of those individuals was a director, officer or control person at that time.

ITEM 4 – CAPITAL STRUCTURE

4.1 Share Capital

The following table sets out information about the Corporation's outstanding Shares, including any options, warrants and other securities convertible into Class A Common Shares and Class B Common Shares of the Corporation:

Description of Securities	Number authorized to be issued	Number outstanding as of August 27, 2010	Number outstanding after Maximum Offering
Class A Common Shares	Unlimited	1	1
Class B Common Shares	Unlimited	171,546 [(1)]	228,572 [(3)]
Class B Stock Options	Unlimited	17,108 [(2)]	0 [(3)]

(1) Includes the exercise of the First 1252064 Option. **See Item 2.14.4 Stock Option Agreement with 1252064 Alberta Ltd.**

(2) Represents the Second 1252064 Option. **See Item 2.14.4 Stock Option Agreement with 1252064 Alberta Ltd.**

(3) Assuming the maximum exercise of the Second 1252064 Option. **See Item 2.14.4 Stock Option Agreement with 1252064 Alberta Ltd.**

Class A Common Shares and Class B Common Shares

(1) The Corporation is authorized to issue an unlimited number of Class A Common shares having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

(a) The right to vote at any meeting of the shareholders of the Corporation.

(b) The Class A shareholders shall not be entitled to receive dividends.

(c) In the event of a reduction of capital or the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs (a "Winding-Up Event"):

(i) The holders of the Class A Shares shall be entitled, in priority to all other classes of shares, to receive an amount equal to the aggregate amount paid up capital on the Class A Shares held by them respectively and in the event that there is not sufficient property or assets to return the entire amount of paid up capital thereon to all Class A shareholders, the amount available for distribution shall be distributed to the Class A shareholders on a pro rata basis according to the number of Class A Shares owned by each shareholder.

(2) The Corporation is also authorized to issue an unlimited number of Class B Common shares having attached thereto, as a class, the following, rights, privileges, restrictions and conditions:

(a) No right to notice of, to attend, or to vote at meetings of the shareholders of the Corporation.

(b) The right, subject to any preferential rights attaching to any other class or series of shares of the

Corporation, to receive dividends as, when and if declared on the Class B Common shares by the Corporation.

(c) After the Corporation has made the distribution contemplated in paragraph 1(c) (i) above, the holders of the Class B Shares shall be entitled to receive all remaining amounts distributable or which become distributable by the Corporation pursuant to a Winding Up Event.

Any amount to be distributed to holders of any class of shares pursuant to paragraphs (1) and (2) above shall be distributed pari passu among all holders of shares of that class.

4.2 Long Term Debt

As of August 27, 2010, the Corporation owes the principal amount of $12,008,200 to HVC pursuant to the HVC Loan. In the event that HVC issues all of it bonds pursuant to the HVC Offering and advances the net proceeds of that offering to the Corporation, the Corporation will have a principal obligation of $16,000,000 together with interest thereon pursuant to HVC pursuant to the terms of the HVC Loan. See **Item 2.14.2 Loan Agreement with Harbour View Capital Inc.**

The Corporation also has a debt of $600,000 due and owing to 0747618 representing the remaining balance of the Purchase Price as of the date of this Offering Memorandum. **See Item 2.3 The Purchase Agreement.**

The Corporation expects to incur additional long term debt to finance the Project Costs of the Project. The terms and conditions of this financing are not presently known to the Corporation. **2.6 Capital Requirements of Development of the Project.**

4.3 Prior Sales

As of August 27, 2010, there is one Class A Common Share of the Corporation issued and outstanding.

Date of Issuance	Type of security Issued	Number of securities Issued	Price per security	Total funds received
January 13, 2009	Class A Common Share	1	$1.00	$1.00

As of August 27, 2010, 171,546 Class B Shares of the Corporation have been issued pursuant to the Previous Offerings and the First 1252064 Option. This figure does not include the Class B Shares represented by the Second 1252064 Option.

Date of issuance	Type of Security Issued	Number of Shares Issued	Price per Share	Total funds Received
March 17, 2009	Class B Shares	19,387	$0.10	$1,938.70
March 24, 2009	Class B Shares	5,741	$0.10	$574.10
April 1, 2009	Class B Shares	5,235	$0.10	$523.50
April 8, 2009	Class B Shares	4,071	$0.10	$407.10
April 17, 2009	Class B Shares	6,838	$0.10	$683.80
April 28, 2009	Class B Shares	2,827	$0.10	$282.70
May 1, 2009	Class B Shares	3,100	$0.10	$310.00
May 11, 2009	Class B Shares	2,523	$0.10	$252.30
May 21, 2009	Class B Shares	1,938	$0.10	$193.80
May 22, 2009	Class B Shares	3,698	$0.10	$369.80
June 4, 2009	Class B Shares	2,814	$0.10	$281.40
June 10, 2009	Class B Shares	1,661	$0.10	$166.10
June 17, 2009	Class B Shares	3,374	$0.10	$337.40
June 26, 2009	Class B Shares	2,284	$0.10	$228.40
July 3, 2009	Class B Shares	3,136	$0.10	$313.60
July 10, 2009	Class B Shares	2,780	$0.10	$278.00
July 24, 2009	Class B Shares	2,903	$0.10	$290.30
August 18, 2009	Class B Shares	3,030	$0.10	$303.00
September 4, 2009	Class B Shares	1,858	$0.10	$185.80
September 25, 2009	Class B Shares	2,228	$0.10	$222.80
October 6, 2009	Class B Shares	5,523	$0.10	$552.30
November 9, 2009	Class B Shares	37,264 (1)	$0.10	$3,726.40
November 20, 2009	Class B Shares	3,564	$0.10	$356.40
December 8, 2009	Class B Shares	2,670	$0.10	$267.00

December 17, 2009	Class B Shares	2,323	$0.10	$232.30
January 22, 2010	Class B Shares	3,500	$0.10	$350.00
February 1, 2010	Class B Shares	1,096	$0.10	$109.60
March 2, 2010	Class B Shares	2,504	$0.10	$250.40
March 30, 2010	Class B Shares	3,351	$0.10	$335.10
April 15, 2010	Class B Shares	3,681	$0.10	$368.10
May 26, 2010	Class B Shares	4,050	$0.10	$405.00
June 14, 2010	Class B Shares	3,260	$0.10	$326.00
August 4, 2010	Class B Shares	12,857 (1)	$0.10	$1,285.70
August 17, 2010	Class B Shares	3,134	$0.10	$313.40
August 18, 2010	Class B Shares	1,343 (1)	$0.10	$134.30

(1) Represents the Class B Shares acquired by 1252064. See Item 2.14.4 Stock Option Agreement with 1252064 Alberta Ltd.

ITEM 5- SECURITIES OFFERED

This Offering is not subject to any minimum amount and as such you may be the only Subscriber.

5.1 Terms of Securities

The securities being offered pursuant to this Offering are Class B Common Shares of the Corporation. The price of each Class B Share is $0.10.

No maximum number of Class B Shares has been allocated to any Subscriber. See Item 4.1 Share Capital for the rights of the Class B Shares.

5.2 Subscription Procedures

(a) Subscription Documents

Subscribers wishing to subscribe for Class B Shares will be required to enter into a Subscription Agreement with the Corporation which will contain, among other things, representations, warranties and covenants by the subscriber that it is duly authorized to purchase the Class B Shares, that it is purchasing the Class B Shares as principal and for investment and not with a view to resale, and as to its corporate or other status to purchase the Shares, and that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under applicable securities laws, and, as a consequence of acquiring the Class B Shares pursuant to this exemption, certain protections, rights and remedies, provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber.

Reference is made to the Subscription Agreement attached as Schedule A to this Offering Memorandum for the terms of these representations, warranties and covenants.

In order to subscribe for Class B Shares, a purchaser must complete, execute and deliver the following documentation to Foundation Capital Corporation at #18, 11410 – 27th Street SE, Calgary, Alberta T2Z 3R6:

1. one (1) completed and signed copy of the Subscription Agreement (including any schedules attached thereto); and
2. a cheque or bank draft in an amount equal to the Aggregate Subscription Amount (as set forth in the Subscription Agreement), payable to "Douglas Alger Law in Trust"; and
3. completed and executed copies of the appropriate investor qualification form(s). The appropriate form(s) to be completed depend on your place of residence and on the amount of your investment:
   (i) if you are resident in British Columbia, Alberta, Saskatchewan or Manitoba you must submit two (2) completed and signed copies of the Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B (you may retain one copy for your records);
   (ii) if you are resident in Ontario and you are purchasing Class B Shares as an "accredited investor", as such term is defined in NI 45 – 106, you must submit one (1) completed and signed copy of the Accredited Investor Representation Letter attached to the Subscription Agreement as Schedule C.

Subject to applicable securities laws and the Purchaser's two-day cancellation right, a subscription for Class B Shares, evidenced by a duly completed Subscription Agreement delivered to the Corporation, shall be irrevocable by the Subscriber. **See Item 11 Purchasers' Rights.**

Subscriptions for Class B Shares will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Corporation to close the subscription books at any time, without notice. If a subscription for Shares is not accepted, all subscription proceeds will be promptly returned to the Subscriber without interest.

The subscription funds will be held in trust until midnight of the second business day subsequent to the date that each Subscription Agreement is signed by a Subscriber.

(b) Distribution

The Offering is being conducted:

(i) in the Provinces of British Columbia, Alberta, Saskatchewan and Manitoba pursuant to the exemptions from the prospectus requirements afforded by Section 2.9 of NI 45-106; and

(ii) in the Province of Ontario pursuant to the exemption from the prospectus requirements afforded by Section 2.3 of NI 45-106.

The exemption pursuant to Section 2.9 of NI 45-106 is available for distributions to investors in British Columbia, Alberta, Saskatchewan and Manitoba purchasing as principals, who receive this Offering Memorandum prior to signing the Subscription Agreement and who sign a Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B.

The exemption pursuant to Section 2.3 of NI 45-106 is available for distributions to investors in the Province of Ontario purchasing as principal and who are "accredited investors" as defined in NI 45-106 and that sign the Accredited Investor Representation Letter attached to the Subscription Agreement as Schedule C.

The foregoing exemptions relieve the Corporation from the provisions of the applicable securities laws of each of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario which otherwise would require the Corporation to file and obtain a receipt for a prospectus. Accordingly, prospective investors for Class B Shares will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario allow the Corporation to offer the Class B Shares for sale directly to the investors.

ITEM 6 - INCOME TAX CONSEQUENCES AND DEFERRED PLAN ELIGIBILITY

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.

Not all securities are eligible for Investment in a Deferred Plan. You should consult your own professional advisers to obtain advice on the Deferred Plan eligibility of these securities.

ITEM 7 - COMPENSATION PAID TO SELLERS AND FINDERS

As allowed by applicable securities legislation, the Corporation may retain selling agents to assist in selling these securities. No sales commissions of any kind will be payable out of the proceeds of this Offering with respect to the sale of the Class B Shares.

ITEM 8 - RISK FACTORS

Purchase of Class B Shares pursuant to this Offering should only be made after consulting with independent and qualified sources of investment and tax advice. Investment in the Shares at this time is highly speculative due to the stage of the Corporation's development and requirement to raise financing to carry out the long-term business plan of the Corporation. Investors must rely on management of the Corporation. Any investment in the Corporation at this stage involves a high degree of risk.

An investment in the Class B Shares is appropriate only for investors who are prepared to invest money for a long period of time and who have the capacity to absorb a loss of some or all of their investment. The following is a summary only of some of the risk factors involved in an investment in the Class B Shares. In addition to the risks of purchasing Class B Shares of the Corporation found elsewhere in this Offering Memorandum, are the following:

Issuer and Investment Risk

1. Subscribers under this Offering will not have the benefit of a review of this Offering Memorandum by any regulatory authorities.

2. The Corporation has not carried on and does not intend to carry on any business operations other than in the development of the Lands. Its short and long term objectives are to acquire and develop the Lands. Any return on investment in the Class B Shares and the Bonds of HVC is wholly dependent on profits earned, if any, by the Corporation in the development of the Lands. As a result, there is no assurance or guarantee that the Corporation and, correspondingly, the purchasers of Class B Shares pursuant to this Offering of bonds pursuant to the HVC Offering will earn a return of their investment in the Class B Shares or bonds of HVC.

3. The Corporation will have a limited amount of working capital, as the majority of the proceeds from this Offering will be used to develop the Lands.

4. There can be no assurance that the financing required by the Corporation for the development of the Lands, will be available on terms attractive to the Corporation, or at all.

5. Subject to the ABCA, holders of Class B Shares will have no right to vote on any matters affecting the Corporation, other than with respect to those matters specified by the ABCA. Exclusive authority and responsibility for controlling and managing the Corporation rests with management of the Corporation and those persons, consultants and advisors retained by management on behalf of the Corporation. Accordingly, the Corporation will continue to be controlled by the directors elected by 1256024 or the holder(s) of the Class A Common Shares of the Corporation. Investors should appreciate that they will be relying on the good faith, experience, expertise and ability of directors and officers of the Corporation and other parties for the success of the business of the Corporation.

6. The director and officer of the Corporation will not be devoting all of his time to the affairs of the Corporation, but will be devoting such time as required to effectively manage the Corporation. The director and officer of the Corporation are engaged and will continue to be engaged in the search for business prospects on his own behalf and on behalf of others.

7. The director and officer of the Corporation is also the director and officer of HVC. As a result there may be an inherent conflict of interest with respect to the officer and director of the Corporation in the event of a default by the Corporation under the HVC Loan.

8. There are additional potential conflicts of interest to which the director and officer of the Corporation will be subject in connection with the operations of the Corporation. Situations may arise where the director and officer will be in direct competition with the Corporation. Conflicts, if any, will be subject to the procedures and remedies under the ABCA.

9. An investment in the Class B Shares of the Corporation is an illiquid investment. **There is currently no market through which the Class B Shares of the Corporation may be sold.** The Corporation is not a "reporting issuer" in any jurisdiction, and a prospectus has not qualified the issuance of the securities. Accordingly, investors will be unable to sell the securities of the Corporation, subject to some exceptions. **See Item 10 Resale Restrictions.**

10. The offering price for the Class B Shares was determined arbitrarily by the directors of the Corporation. The offering price is not an indication of the value of the Class B Shares or that any of the Shares could be sold for an amount equal to the offering price or for any amount.

11. To date, the Corporation has not paid any dividends on its Class B Shares and does not anticipate the payment of any dividends on its Class B Shares for the foreseeable future.

12. The Corporation has a limited operational history and no history of earnings. Accordingly, there is a limited operating history upon which to base an evaluation of the Corporation and its business and prospects. The Corporation is in the early stages of its business and therefore is subject to the risks associated with early stage companies, including start-up losses, uncertainty of revenues, markets and profitability, the need to raise additional funding, the evolving and unpredictable nature of the Corporation's business and the ability to identify,

attract and retain qualified personnel. There can be no assurance that the Corporation will be successful in doing what it is required to do to overcome these risks. No assurance can be given that the Corporation's business activities will be successful.

13. The success of the Corporation is dependent upon, among other things, the services of key personnel. The loss of any of these individuals, for any reason, could have a material adverse affect on the prospects of the Corporation. Failure to retain or to attract additional key employees with necessary skills could have a material adverse impact upon the Corporation's growth and profitability. The Corporation does not maintain key man insurance for any of its directors, officers or employees. The contributions of these individuals to the immediate future operations of the Corporation is likely to be of central importance and the loss of any one of these individuals could have a material adverse affect on the business of the Corporation.

Industry Risk

The following are general risks associated with ownership of real estate and apply to the acquisition and proposed development of the Lands by the Corporation:

1. Risks of Real Property Ownership

Real estate investments are generally subject to varying degrees of risk depending on the nature of the property. Such risks include changes in general economic conditions (such as the availability and cost of mortgage funds), local conditions (such as the supply of other properties in the area), government regulation (such as taxation of property and environmental legislation) and the attractiveness of properties to potential purchasers. In addition, each segment in the real estate industry is capital intensive and is typically sensitive to interest rates. Any income generated by the sale of the Lands is dependent upon general economic conditions and, accordingly, the ability of the Corporation to repay its financing may be affected by changes in those conditions. The Corporation will be required to make certain significant expenditures with respect to the Lands including, but not limited to, the payment of property taxes, mortgage payments, insurance costs and related charges which must be made regardless of whether or not the Lands are producing sufficient income to service such expenses. In addition, the Lands will be used as security to obtain financing for the acquisition and development of the Lands. If the Corporation is unable or unwilling to meet the payment obligations on such loans, losses could be sustained as a result of the exercise by the lenders of their rights of foreclosure or sale.

2. Investment Not Liquid

Real property investments tend to be relatively illiquid, with the degree of liquidity generally fluctuating in relation to demand for and for the perceived desirability of the investment. Such illiquidity may tend to limit the Corporation's ability to vary its asset base promptly in response to changing economic or investment conditions.

3. Environmental Matters

Under various environmental laws, ordinances and regulations, the current or previous owner or operator of real property may be liable for the costs of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws could impose liability whether or not the Corporation knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of hazardous or toxic substances, or the failure to remove or remediate such substances, if any, could adversely affect the Corporation's ability to sell the Lands or to borrow using the Lands as collateral and could potentially also result in claims against the Corporation. The Corporation is not aware of any material non-compliance with environmental laws with respect to the Lands. The Corporation is also not aware of any claims in connection with the breach of environmental laws involving the Lands.

4. Market Risks

The economic performance and value of the Lands will be subject to all of the risks associated with investing in real estate, including, but not limited to:

- changes in the national, regional and local economic climate;
- local conditions, including an oversupply of properties like the Lands, or a reduction in demand for properties like the Project;
- the attractiveness of all or parts of the Project to purchasers;
- competition from other available properties; and
- changes in laws and governmental regulations, including those governing usage, zoning, the environment and taxes.

5. Operating History

The Corporation is newly formed and does not have a record of achievement to be relied upon. The Corporation's operations are subject to all the risks inherent in the establishment of a new business enterprise, including a lack of operating history. The Corporation cannot be certain that its investment strategy will be successful. The likelihood of the success of the Corporation must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business and real estate investment. If the Corporation fails to address any of these risks or difficulties adequately, its business will likely suffer. Future profits, if any, will depend upon various factors, including the marketability of the Development, government regulations and enforcement and general economic conditions. There is no assurance that the Corporation will ultimately develop and sell the Project for a profit.

6. Reliance on Management

Decisions regarding the management of the Corporation's affairs will be made exclusively by its officer and director. Accordingly, investors must carefully evaluate the personal experience and business performance of the officer and director of the Corporation. The Corporation may retain independent contractors to provide services to the Corporation. These contractors will have no fiduciary duty to the Corporation.

7. Major Asset

The Lands represents the major asset of the Corporation and therefore the Corporation's financial performance is directly tied to the value of this particular asset. The Corporation does not have a large portfolio of diverse real estate assets, therefore, its success is dependent on the success of the development and sale of the Lands for profit.

8. Debt Financing

If the Corporation obtains debt financing, it will be subject to the risks associated with debt financing, including the risk that mortgage indebtedness secured by the Lands will not be able to be refinanced or that the terms of refinancing will not be as favourable as the terms of existing indebtedness.

9. Interest Rate Fluctuations

Financing by the Corporation may include indebtedness with interest rates which may fluctuate over time and which will result in fluctuations in the Corporation's cost of borrowing.

10. Permits and Approvals

If any of the required permits for the Project are not obtained, the Corporation may be unable to complete development of the Project and may be forced to sell the Lands. Failure by the Corporation to obtain such approvals may result in the sale price of Lands being substantially less than the aggregate amount of the HVC Loan, resulting in a reduced return (or loss) of a Subscriber's investments in the Bonds offered by the HVC Offering.

11. Financial Markets

The recent unprecedented events in the global financial markets have had a profound impact on the global economy. Virtually all economic sectors are impacted by these market conditions. Some of the key impacts of the current market turmoil include: sharp contradictions in the credit markets resulting in a widening of credit risk spreads and higher costs of funding; a deterioration in the credit ratings of a number of large financial institutions; devaluations and high volatility in global equity, commodity, foreign exchange and precious metals markets and a corresponding lack of market liquidity; and a slowdown in economic activity that is affecting major global economies. These market conditions may have a significant affect on the ability of the Corporation to develop and/or maximize the development of the Project so as to be able to repay the HVC Loan.

ITEM 9 - REPORTING OBLIGATIONS

9.1 Reporting to Shareholders

The Corporation is not a reporting issuer in any jurisdiction. It is therefore not required to disclose material changes which occur in its business and affairs, nor is it required to file with the securities regulatory authorities or to provide shareholders with audited interim financial statements or audited year end financial statements.

The Corporation is not a reporting issuer in any jurisdiction. It is therefore not required as such to disclose material changes which occur in its business and affairs nor is it required to file with any securities regulatory authorities or to provide to shareholders interim financial statements.

The Corporation is required to place before the shareholders of a Corporation every annual meeting of the Corporation the financial statements of the Corporation. The Corporation shall, not less than 21 days before each annual meeting of the shareholders or before the signing a resolution in lieu of an annual general meeting, provide a copy of the financial statements of the Corporation to each shareholder.

Financial or other information relating to the Corporation and provided to you in the future may not by itself be sufficient for you to assess the performance of your investment.

ITEM 10 - RESALE RESTRICTIONS

The Class B Shares are subject to a number of resale restrictions under securities legislation, including a restriction on trading. Unless or until the restriction on trading expires, you will not be able to trade the Class B Shares unless you are eligible to rely on and comply with an exemption from the prospectus and registration requirements under securities legislation. For information about these resale restrictions you should consult a lawyer.

The certificates representing Class B Shares issued pursuant to this Offering will be inscribed with the following legend:

Unless permitted under securities legislation, the holder of this security cannot trade these securities before the date that is four (4) months and a day after the date the Corporation became a reporting issuer in any province or territory of Canada.

The Corporation has no intention of becoming a reporting issuer in any province or territory of Canada.

For Manitoba residents, you must not trade the securities without the prior written consent of the regulator in Manitoba unless:

- the Corporation has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus; or
- you have held the securities for at least 12 months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

ITEM 11 - PURCHASERS' RIGHTS

If you purchase these securities, you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

Two Day Cancellation Right for a Subscriber

You can cancel your agreement to purchase the Class B Shares. To do so, you must send a notice to the Corporation before midnight on the second business day after you sign the Subscription Agreement in respect of the Class B Shares.

Rights of Action in the Event of a Misrepresentation

Applicable securities laws in the Offering Jurisdictions provide you with a remedy to sue to cancel your agreement to buy these securities or for damages if this Offering Memorandum, or any amendment thereto, contains a misrepresentation. Unless otherwise noted, in this section, a "misrepresentation" means an untrue statement or omission of a material fact that is required to be stated or that is necessary in order to make a statement in this Offering Memorandum not misleading in light of the circumstances in which it was made.

These remedies are available to you whether or not you relied on the misrepresentation. However, there are various defences available to the Persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In addition, these remedies, or notice with respect thereto, must be exercised or delivered, as the case may be, by you within the strict time limit prescribed in the applicable securities laws.

The applicable contractual and statutory rights are summarized. By its execution of the Subscription Agreement, the Corporation will be deemed to have granted these rights to you. Subscribers should refer to the applicable securities laws of their respective Offering Jurisdiction for the particulars of these rights or consult with professional advisors.

Rights for Subscribers in the Provinces of Alberta and British Columbia

A Subscriber of Class B Shares pursuant to this Offering Memorandum who is a resident in Alberta or British Columbia has, in addition to any other rights the Subscriber may have at law, a right of action for damages or rescission against the Corporation if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation. In Alberta and British Columbia, a Subscriber has additional statutory rights of action for damages against every director of the Corporation at the date of this Offering Memorandum and every Person or company who signed this Offering Memorandum.

If this Offering Memorandum contains a misrepresentation, which was a misrepresentation at the time the Class B Shares were purchased, the Subscriber will be deemed to have relied upon the misrepresentation and will, as provided below, have a right of action against the Corporation for damages or alternatively, while still the owner of any of the Class B Shares purchased by that Subscriber, for rescission, in which case, if the Subscriber elects to exercise the right of rescission, the Subscriber will have no right of action for damages against the Corporation, provided that:

(a) no Person or company will be liable if it proves that the Subscriber purchased the securities with knowledge of the misrepresentation;

(b) in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation;

(c) in no case will the amount recoverable in any action exceed the price at which the securities were purchased by the Subscriber under this Offering Memorandum; and

(d) in the case of a Subscriber resident in Alberta, no Person or company, other than the Corporation, will be liable if such Person or company is entitled to rely upon certain statutory provisions set out in subsections 204(3)(a) — (e) of the *Securities Act* (Alberta).

In British Columbia and Alberta, no action may be commenced more than:

(a) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any other action, other than an action for rescission, more than the earlier of (i) 180 days after the Subscriber first had knowledge of the facts giving rise to the cause of action; or (ii) three (3) years after the date of the transaction that gave rise to the cause of action.

Subscribers should refer to the applicable provisions of the securities legislation for particulars of the rights or consult with a lawyer.

Statutory Rights of Action for Subscribers in the Province of Saskatchewan

In the event that this Offering Memorandum and any amendment thereto or advertising or sales literature used in connection therewith delivered to a purchaser of the securities resident in Saskatchewan contains an untrue statement of a fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the securities (herein called a "**material fact**") or omits to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made (herein called a "**misrepresentation**"), a purchaser will be deemed to have relied upon that misrepresentation and will have a right of action for damages against the Corporation, the promoters and "directors" (as defined in *The Securities Act, 1988* (Saskatchewan) of the Corporation, every person or company whose consent has been filed with this Offering Memorandum or amendment thereto but only with respect to reports, opinions or statements that have been made by them, every person who signed this Offering Memorandum or any amendment thereto, and every person who, or company that, sells the securities on behalf of the Corporation under this Offering Memorandum or amendment thereto.

Alternatively, where the purchaser purchased the securities from the Corporation, the purchaser may elect to exercise a right of rescission against the Corporation.

In addition, where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the securities and the verbal statement is made either before or contemporaneously with the purchase of the securities, the purchaser has a right of action for damages against the individual who made the verbal statement.

No persons or company is liable, nor does a right of rescission exist, where the persons or company proves that the purchaser purchased the securities with knowledge of the misrepresentation. In an action for damages, no persons or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied on.

No action shall be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action, other than an action for rescission, the earlier of one year after the purchaser first had knowledge of the facts giving rise to the cause of action or six years after the date of the transaction that gave rise to the cause of action.

These rights are (i) in addition to, and do not derogate from, any other right the purchaser may have at law; and (ii) subject to certain defences as more particularly described in *The Securities Act, 1988* (Saskatchewan).

Statutory Rights of Action for Subscribers in the Province of Manitoba

In the event that this Offering Memorandum (including any amendment hereto) delivered to a purchaser of Class B Shares resident in Manitoba, contains a misrepresentation and it is a misrepresentation at the time of purchase, the purchaser shall be deemed to have relied upon the misrepresentation and shall have, in addition to any other rights they may have at law: (a) a right of action for damages against (i) the Corporation, (ii) every director of the Corporation at the date of this Offering Memorandum (collectively, the "**Directors**"), and (iii) every person or company who signed this Offering Memorandum (collectively, the "**Signatories**"); and (b) a right of rescission against the Corporation.

If a misrepresentation is contained in a record incorporated by reference in, or is deemed to be incorporated into this Offering Memorandum, the misrepresentation is deemed to be contained in this Offering Memorandum.

A purchaser may elect to exercise a right of rescission against the Corporation, in which case the purchaser will have no right of action for damages against the Corporation, Directors or Signatories.

The Corporation, the Directors and Signatories will not be liable if they prove that the purchaser purchased Class B Shares with knowledge of the misrepresentation.

All persons or companies referred to above that are found to be liable or accept liability, are jointly and severally liable. A person or company who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person who is jointly and severally liable to make the same payment in the same cause of action unless, in all the circumstances of the case, the court is satisfied that it would not be just and equitable.

A Director or Signatory will not be liable:

(c) if they prove this Offering Memorandum was sent or delivered to the purchaser without their knowledge or consent and, on becoming aware of its delivery, gave reasonable notice to the Corporation that it was delivered without their knowledge and consent;

(d) if they prove that, after becoming aware of a misrepresentation in this Offering Memorandum, they withdrew their consent to this Offering Memorandum and gave reasonable notice to the Corporation of their withdrawal and the reasons therefore;

(e) if, with respect to any part of this Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert ("**Expert Opinion**"), such person proves they did not have any reasonable grounds to believe and did not believe that there was a misrepresentation or that the relevant part of this Offering Memorandum did not fairly represent the Expert Opinion or was not a fair copy of, or an extract from, such Expert Opinion; or

(f) with respect to any part of this Offering Memorandum not purporting to be made on an expert's authority, or not purporting to be a copy of, or an extract from an Expert Opinion, unless the Director or Signatory (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or (ii) believed there had been a misrepresentation.

In an action for damages, the Corporation, the Directors and Signatories will not be liable for all or any part of the damages that they prove do not represent the depreciation in value of the Class B Shares as a result of the misrepresentation relied upon. The amount recoverable under the right of action shall not exceed the price at which the Class B Shares were offered for sale.

A purchaser of Class B Shares to whom this Offering Memorandum was not delivered prior to such purchase in circumstances where such Offering Memorandum was required to be delivered has a right of rescission or a right of action for damages against the Corporation or any dealer who failed to deliver the Offering Memorandum within the prescribed time.

A purchaser of Class B Shares to whom the Offering Memorandum is required to be sent may rescind the contract to purchase the Class B Shares by sending a written notice of rescission to the Corporation not later than midnight on the second day, excluding Saturdays and holidays, after the purchaser signs the agreement to purchase the Class B Shares.

Unless otherwise provided under applicable securities legislation, no action shall be commenced to enforce a right of action unless the right is exercised:

(a) in the case of rescission, not later than 180 days from the day of the transaction that gave rise to the cause of action; or

(b) in the case of an action, other than an action for rescission, the earlier of (i) 180 days from the day the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) two years from the day of the transaction that gave rise to the cause of action.

The rights discussed above are in addition to, and without derogation from, any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of *The Securities Act* (Manitoba) and are subject to the defences contained therein.

Statutory Rights of Action of Purchasers in Ontario in the Event of a Misrepresentation

Section 130.1 of the *Securities Act* (Ontario) provides that in the event that this Offering Memorandum, together with any amendments thereto, is delivered to an investor in Class B Shares resident in Ontario and contains a misrepresentation, the investor will have a right of action against the Corporation for damages or rescission as follows. For these purposes a "misrepresentation" means an untrue statement of a material fact or omits to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made:

(a) the right of action for rescission or damages will be exercisable by an investor resident in Ontario only if the investor gives written notice to the Corporation, not later than 180 days after the date on which payment was made for the securities (or after the initial payment was made for the securities, where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to or concurrently with the initial payment), that the investor is exercising this right, or alternatively, in an action for damages, the right of action will be exercisable by an investor only if the investor gives notice to the Corporation not later than the earlier of:

   (i) 180 days after the investor first had knowledge of the facts giving rise to the cause of action; or

   (ii) three years after the date of the transaction giving rise to the cause of action.

(b) the Corporation will not be liable if it proves that the investor purchased the securities with knowledge of the misrepresentation;

(c) in the case of an action for damages, the Issuer will not be liable for all or any portion of such damages that it proves does not represent the depreciation in value of the securities as a result of the misrepresentation relied upon;

(d) in no case will the amount recoverable in any action exceed the price at which the securities were sold to the investor; and

(e) the rights of action for rescission or damages are in addition to and without derogation from any other right the investor may have at law.

Reference is made to the *Securities Act* (Ontario) for the complete text of the provisions under which these rights are conferred and this summary is subject to the express provisions of the *Securities Act* (Ontario).

Subscribers should consult their own legal advisers with respect to their rights and the remedies available to them.

The rights discussed above are in addition to and without derogation from any other rights or remedies, which subscribers may have at law.

ITEM 12 - FINANCIAL STATEMENTS

12.1 Interim Financial Statements

Harbour View Landing Inc.

Interim Financial Statements
(Unaudited)
March 31, 2010
(expressed in Canadian dollars)

Harbour View Landing Inc.

Balance Sheet
(Unaudited)

(expressed in Canadian dollars)

	March 31, 2010 $	September 30, 2009 $
Assets		
Land held for development (note 4)	9,750,000	9,750,000
Land improvement costs (note 5)	706,682	296,018
Cash	24,585	236,222
GST receivable	18,017	8,207
	10,499,284	10,290,447
Liabilities		
Accounts payable and accrued liabilities	8,000	110,003
Due to related parties (note 6)	11,765,542	11,116,158
	11,773,542	11,226,161
Shareholders' Deficiency		
Share capital (note 8)	15,515	8,144
Contributed surplus (note 9)	49	1,170
Deficit	(1,289,822)	(945,028)
	(1,274,258)	(935,714)
	10,499,284	10,290,447

Approved By: ***SIGNED "RON AITKENS"*****, Director**

Harbour View Landing Inc.

Statement of Loss, Comprehensive Loss and Deficit
(Unaudited)

(expressed in Canadian dollars)

	For the period from October 1, 2009 ending March 31, 2010 $	For the period from January 13, 2009 ending March 31, 2009 $
Expenses		
Professional fees	15,319	-
Sales and marketing expenses	48,989	-
Commissions (note 6)	246,404	-
Borrowing costs (note 6)	34,011	-
Stock-based compensation (note 9)	71	-
	344,794	-
Net loss, comprehensive loss and accumulated loss for the period	(344,794)	-
Deficit – beginning of period	(945,028)	-
Deficit – End of period	(1,289,822)	-

Harbour View Landing Inc.

Statement of Cash Flows
(Unaudited)

(expressed in Canadian dollars)

	For the period from October 1, 2009 ending March 31, 2010 $	For the period from January 13, 2009 ending March 31, 2009 $
Cash (used in) provided by		
Operating activities		
Net loss for the period	(344,794)	-
Item not involving cash		
Stock-based compensation	71	-
Changes in working capital items		
GST payable	(9,810)	-
Accounts payable and accrued liabilities	(102,003)	-
Land improvement costs	(410,664)	-
	(867,200)	-
Investing activity		
Purchase of land held for development	(1,900,000)	(2,300,000)
Financing activities		
Advances from related party	2,549,384	2,320,000
Issuance of shares	6,179	2,514
	2,555,563	2,322,514
(Decrease) increase in cash	(211,637)	22,514
Cash – Beginning of period	236,222	-
Cash– End of period	24,585	22,514
Supplemental information		
Non-cash investing activities		
Amount due to related party for purchase of land held for development	1,700,000	7,450,000

Harbour View Landing Inc.
Notes to Interim Financial Statements
(Unaudited)
March 31, 2010

(expressed in Canadian dollars)

1 Nature of business

Harbour View Landing Inc. (the "Company") was incorporated on January 13, 2009 pursuant to the Business Corporations Act (Alberta).

The Company acquired approximately 23.92 acres of land, bordering the City of Courtney, British Columbia, along Anderton Road, (the "Land") and is engaged in the development of the Land into a residential subdivision to include up to approximately 150 multi-family and single family units. The Company's overall liquidity is dependent on future land development and the Company is currently seeking approval from the relevant municipality regarding the Company's ability to further develop these lands. The lack of these approvals would have a negative impact on the overall land value and the Company's liquidity.

During 2009, the net proceeds raised from the offering of 6% redeemable bonds in Harbour View Capital Inc. ("HVC") were used by the Company to acquire the Land. The Company does not intend to hold any significant cash reserves, other than those amounts necessary to pay for all administration and operating expenses incurred by the Company in the conduct of its business. The funds raised were not sufficient to fund the entire development of the Land and the Company intends to obtain institutional or other third party financing to fund the development of the Lands. The terms and conditions of any future financing are not presently known to the Company. The Company may also seek to raise funds for the development of the Lands from future issues of equity of the Company. There is no assurance that such financing will be available and if available, on reasonable terms. These financial statements do not reflect adjustments to carrying values and classifications of assets and liabilities that would be necessary should the Company not be able to continue operations. Such adjustments could be material.

2 Accounting policies

Basis of presentation

The financial statements have been prepared in accordance with Canadian generally accepted accounting principles ("GAAP").

The accompanying unaudited interim financial statements are prepared in accordance with Canadian generally accepted accounting principles ('GAAP'). The accounting principles used in these financial statements are consistent with those used in the annual consolidated financial statements for the period ended September 30, 2009. These financial statements do not include all the information and disclosure required by GAAP for annual financial statements, and should be read in conjunction with the annual consolidated financial statements for the period September 30, 2009.

Harbour View Landing Inc.

Notes to Interim Financial Statements
(Unaudited)
March 31, 2010

(expressed in Canadian dollars)

3 Future accounting policy changes

The Canadian Accounting Standards Board has adopted a strategic plan for the direction of accounting standards in Canada. Accounting standards for publicly accountable enterprises and certain other entities in Canada will converge with the International Financial Reporting Standards ("IFRS") by 2011 and companies will be required to report accordingly under IFRS beginning with years commencing on or after January 1, 2011. The Company has concluded that it would likely adopt IFRS and is currently assessing the impact of the convergence of Canadian GAAP with IFRS on the Company's results of operations, financial position and disclosures.

4 Land held for development

The Company acquired 23.92 acres of land (the "Land") from 0747618 B.C. Ltd., a fully owned subsidiary of 1252064 Alberta Ltd. The above mentioned companies are related to the Company through common management. The transactions recorded at the exchange amount which is the amount of consideration agreed upon by the related parties. See note 1 for further discussion regarding this land.

5 Land improvement costs

As at March 31, 2010, the land improvement costs were as follows:

	$
Land development cost	261,858
Interest	444,824
	706,682

6 Related parties transactions

The Company entered into a loan agreement with Harbour View Capital Inc. ("HVC"), whereby the Company would borrow between $1,800,000 and $14,000,000 from HVC. The loan is secured by the way of a first mortgage against the title of the Property (note 4) and bears interest at 6.5% percent per annum. All fees, costs, interest and commissions incurred by HVC with respect to the issue of bonds and the loan shall be payable by the Company to HVC and shall form part of the principal of the loan. There shall be no payments of principal or interest made to HVL during the term of the loan. HVL shall make a lump sum payment of the principal amount and all accrued interest on April 30, 2014.

(2)

Harbour View Landing Inc.
Notes to Interim Financial Statements
(Unaudited)
March 31, 2010

(expressed in Canadian dollars)

During the six month period the Company borrowed $2,278,332 from HVC and accrued $270,952 of interest during the six month period ended March 31, 2010. The amount due to HVC of $10,064,943 includes the following amounts:

	$
Commissions	1,038,514
Borrowing fees	61,288
	1,099,802

The Company also owes 1252064 Alberta Ltd. $1,700,499. This amount is unsecured, due on demand, with no fixed repayment terms and is non-interest bearing.

The Company owes 1379599 Alberta Ltd. $100. This amount is unsecured, due on demand, with no fixed repayment terms and is non-interest bearing.

On January 30, 2009, the Company entered into a Management Service Agreement with Foundation Capital Corporation ("FCC"), whereby FCC will provide marketing, advertising, sales services and management services at a fee. During the three month period ended March 31, 2010 no fees were paid to FCC.

The above-mentioned entities are related to the Company through common management.

7 Income taxes

The Company's temporary differences between tax balances and accounting carrying values include differences in non-capital loss carry forwards of $406,819 and difference in offering expense totalling $881,762. These temporary differences result in a future income tax asset of $335,031, which has been offset by an equal valuation allowance based on management's estimate that the amount is more likely than not to be realized.

The unused non-capital losses of $406,819 will expire as follows:

	$
2029	406,819

(3)

Harbour View Landing Inc.
Notes to Interim Financial Statements
(Unaudited)
March 31, 2010

(expressed in Canadian dollars)

8 Share capital

Authorized
Unlimited number of Class A common shares
Unlimited number of Class B common shares

Issued

	Number of shares	Amount $
Class A common voting share – Opening and closing balance	1	1
Class B common non-voting shares		
Opening balance	81,426	8,143
Issued during the period	24,531	2,453
Issued on exercise of options	37,264	3,726
Options value transferred to share capital upon exercise of options	-	1,192
	143,221	15,514

During the six month period the Company issued, for a cash consideration, 24,531 Class B common, non-voting shares at $0.10 per share.

9 Stock options

The Company granted 1252064 Alberta Ltd. ("Alberta Co."), an irrevocable option to purchase at any time prior to the closing of its Offering of Class B shares pursuant to an Offering Memorandum dated January 30, 2009, up to 60,000 Class B common shares in the capital of the Company at an exercise price of $0.10 per share. The aggregate of the shares which may be purchased are determined using a formula and is limited to a maximum of 60,000 shares.

Alberta Co. shall have the right to exercise the option at any time prior to the close of business on the last day of the Offering (such time or such date shall be determined by the Company in its sole discretion ("Expiry Time"). At the Expiry Time the option hereby granted shall forthwith expire and terminate and be of no further force or effect.

At March 31, 2010, there were 8,146 options outstanding and exercisable with an average remaining life of two months and a weighted average exercise price of $0.10. On November 9, 2009, Alberta Co. exercised the option and acquired 37,264 shares.

Harbour View Landing Inc.
Notes to Interim Financial Statements
(Unaudited)
March 31, 2010

(expressed in Canadian dollars)

The fair value of each stock option grant was estimated at the date of the grant using the Black-Scholes option pricing model with the following assumptions: zero dividend yield; expected volatility of 100%; risk-free rate of 4.32%; and expected life of less than one year.

The weighted average fair value of stock options granted during the period was $0.10 per option. Compensation expense determined based on the fair value method for awards made during the period amounted to $71.

10 Financial instruments

The Company's financial instruments consist of cash, accounts payable and accrued liabilities, and amounts due to related parties. The fair value of these financial instruments, except for amounts due to related party approximate their carrying value due to the short-term maturities of these items. The fair value of the amounts due to related party cannot be determined reliably.

Credit risk

The Company is not exposed to credit losses.

Liquidity risk

To mitigate liquidity risk that is attributed to accounts payable and accrued liabilities, and amounts due to related parties, the Company closely monitors liquidity related to obligations by evaluating forecasted cash flows, including capital spending activity, working capital requirements, and other potential cash expenditures.

Accounts payable and accrued liabilities are primarily due within one year of the balance sheet date and the Company does not anticipate any problems in satisfying the obligations due to the amount of cash received through the Offering.

The Company has amounts due to related parties outstanding and would only be repayable at the end of the project, except for the amounts due to 1252064 Alberta Ltd., which is due on demand. The repayment of these amounts is dependent on the future land values.

Harbour View Landing Inc.
Notes to Interim Financial Statements
(Unaudited)
March 31, 2010

(expressed in Canadian dollars)

Liquidity risk is the risk when there is difficulty in meeting obligations associated with financial liabilities. The table below summarizes the future undiscounted cash flow requirement for financial liabilities at March 31, 2010:

	Within 1 year $	2 – 3 years $	More than 4 years $	Total $
Accounts payable and accrued liabilities	8,000	-	-	8,000
Amounts due to related parties	1,696,873	-	10,068,669	11,765,542
	1,704,873	-	10,068,669	11,773,542

Currency risk

The Company is not exposed to interest rate risk due to fixed interest rates on the loans.

Interest rate risk

The Company is not exposed to interest rate risk due to fixed interest rates on the loans.

11 Capital disclosure

The Company considers and manages common shares as capital. The Company does not have any externally imposed capital requirements. The Company's objectives in managing capital are to balance the target rate of return of 6.5% with the other objective being the preservation of capital. This is accomplished by focusing on the development of the land.

(6)

12.2 Audited Financial Statements

PRICEWATERHOUSECOOPERS

PricewaterhouseCoopers LLP
Chartered Accountants
111 5th Avenue SW, Suite 3100
Calgary, Alberta
Canada T2P 5L3
Telephone +1 (403) 509 7500
Facsimile +1 (403) 781 1825

Auditors' Consent

We have read the confidential offering memorandum dated August 27, 2010, of Harbour View Landing Inc. (the "Corporation"), relating to the offering of shares. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the inclusion in the above-mentioned offering memorandum of our report to the shareholders of the Corporation, on the financial statements of the Corporation as at September 30, 2009. Our report is dated January 25, 2010.

(signed by) "PricewaterhouseCoopers LLP"

Chartered Accountants
Calgary, Alberta
September 17, 2010

Harbour View Landing Inc.

Financial Statements
September 30, 2009
(expressed in Canadian dollars)

PRICEWATERHOUSECOOPERS

PricewaterhouseCoopers LLP
Chartered Accountants
111 5 Avenue SW, Suite 3100
Calgary, Alberta
Canada T2P 5L3
Telephone +1 403 509 7500
Facsimile +1 403 781 1825

January 25, 2010

Auditors' Report

To the Shareholders of
Harbour View Landing Inc.

We have audited the balance sheet of **Harbour View Landing Inc.** as at September 30, 2009 and the statements of loss, comprehensive loss and accumulated loss, and cash flows for the period from January 13, 2009 (date of incorporation) to September 30, 2009. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Company as at September 30, 2009 and the results of its operations and cash flows for the period from January 13, 2009 (date of incorporation) to September 30, 2009 in accordance with Canadian generally accepted accounting principles.

PricewaterhouseCoopers LLP

Chartered Accountants

Harbour View Landing Inc.

Balance Sheet
As at September 30, 2009

(expressed in Canadian dollars)

	$
Assets	
Land held for development (note 4)	9,750,000
Land improvement costs (note 5)	296,018
Cash	236,222
GST receivable	8,207
	10,290.447
Liabilities	
Accounts payable and accrued liabilities	110,003
Due to related parties (note 6)	11,116,158
	11,226,161
Shareholders' Deficiency	
Share capital (note 8)	8,144
Contributed surplus (note 9)	1,170
Accumulated loss	(945,028)
	(935,714)
	10,290,447

Approved by

(signed by) "Ron Aitkens", Director

Harbour View Landing Inc.

Statement of Loss, Comprehensive Loss and Accumulated Loss

For the period from January 13, 2009 (date of incorporation) to September 30, 2009

(expressed in Canadian dollars)

	$
Expenses	
Professional fees	8,000
Sales and marketing expenses	114,071
Commissions (note 6)	794,510
Borrowing fees (note 6)	27,277
Stock-based compensation	1,170
	945,028
Net loss, comprehensive loss and accumulated loss for the period	(945,028)

Harbour View Landing Inc.

Statement of Cash Flows

For the period from January 13, 2009 (date of incorporation) to September 30, 2009

(expressed in Canadian dollars)

	$
Cash (used in) provided by	
Operating activities	
Net loss for the period	(945,028)
Item not involving cash	
Stock-based compensation	1,170
Changes in working capital items	
GST receivable	(8,207)
Due to related party	499
Accounts payable and accrued liabilities	110,003
Land improvement costs	(296,018)
Interest payable	173,872
	(963,709)
Investing activity	
Purchase of land held for development	(6,150,000)
Financing activities	
Advances from related party	7,341,787
Issuance of shares	8,144
	7,349,931
Increase in cash and Cash – End of period	236,222
Supplemental information	
Non-cash investing activity	
Amount due to related party for the purchase of land held for development	3,600,000

Harbour View Landing Inc.

Notes to Financial Statements
September 30, 2009

(expressed in Canadian dollars)

1 Nature of business

Harbour View Landing Inc. (the "Company") was incorporated on January 13, 2009 pursuant to the Business Corporations Act (Alberta).

The Company acquired approximately 23.92 acres of land, bordering the City of Courtney, British Columbia, along Anderton Road, (the "Land") and is engaged in the development of the Land into a residential subdivision to include up to approximately 150 multi-family and single family units.

The net proceeds raised from the offering of 6% redeemable bonds in Harbour View Capital Inc. ("HVC") will be used by the Company to acquire the Land. The Company does not intend to hold any significant cash reserves, other than those amounts necessary to pay for all administration and operating expenses incurred by the Company in the conduct of its business. The funds raised will not be sufficient to fund the entire development of the Land and the Company intends to obtain institutional or other third party financing to fund the development of the Lands. The terms and conditions of any future financing are not presently known to the Company. The Company may also seek to raise funds for the development of the Lands from future issues of equity of the Company. There is no assurance that such financing will be available and if available, on reasonable terms.

2 Accounting policies

Basis of presentation

The financial statements have been prepared in accordance with Canadian generally accepted accounting principles ("GAAP").

Measurement uncertainty

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and equity and the disclosure of contingencies at the date of the financial statements and the reported amounts of revenue and expenses during the period. The most significant estimate is related to the recoverability of land. Actual results could differ from those reported.

Cash

Cash consists of cash in the Company's bank account.

Land held for development

Land is stated at the lower of acquisition cost or the anticipated net realizable value on disposition. The Company's acquisition cost is based on the price paid by the Company and other direct purchase expenses.

(1)

Harbour View Landing Inc.

Notes to Financial Statements
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(expressed in Canadian dollars)

Land development cost

The Company capitalizes all direct costs related to land development including carrying costs such as interest on debt specifically related to the development and property taxes. Costs are allocated to the land to which they relate and are relieved through cost of land sold on a per acre basis as sales are recognized. Where the net realizable value of any property in land held for development does not exceed its capitalized carrying value, all additional carrying costs relating to the property are charged to current operations and not capitalized. The estimated unexpended portions of development costs are recorded as a liability at time sales are recognized.

Revenue recognition

Revenue from the sale of land is recorded on closing or, where sold by way of an agreement of purchase and sale, the agreement is duly executed and delivered, the collection of the sale proceeds is reasonably assured and the purchaser can commence construction, and all other material conditions are met.

Deposits received from customers upon signing of contracts for purchases of lots on which revenue recognition criteria have not been met will be recorded as deferred revenue.

Stock-based compensation

The Company follows the fair value method of accounting for stock-based compensation arrangements, whereby the fair value of the stock options is determined and recorded as compensation cost and a credit to contributed surplus over the vesting period. The fair value is determined using an option-pricing model that takes into account the exercise price and expected life of the option, the current estimated price of the underlying stock, its expected volatility, the expected dividends on the stock, and the current risk-free interest rate for the expected life of the option.

Financial instruments

The Company has classified its financial instruments as follows: cash as held-for-trading, and trade accounts payable and accrued liabilities and amounts due to related parties as other financial liabilities. All financial instruments are included on the balance sheet and are measured at fair value, except for financial instruments that are other financial liabilities, which are measured at amortized cost.

Subsequent measurement and recognition of changes in fair value depends on the initial classification of the particular instrument.

The Company's accounting policy with respect to transaction costs has been to expense all transaction costs for all financial instruments.

(2)

(expressed in Canadian dollars)

Income taxes

The Company follows the asset and liability method of accounting for the tax effect of temporary differences between the carrying amount in the financial statements of the Company's assets and liabilities and their carrying amount for income tax purposes. Temporary differences arise when the realization of an asset or the settlement of a liability would give rise to either an increase or decrease in the Company's income taxes payable for the year or later period. Future income tax liabilities or income tax recoveries are recorded at the income tax rates which are expected to apply when the future tax asset or liability is settled or realized.

Valuation allowances are established when necessary to reduce future income tax assets to the amount expected to be realized. Income tax expense is the tax payable for the period and the change during the period in future income tax assets and liabilities less refundable amounts charged to accumulated earnings.

3 Future accounting policy changes

The Canadian Accounting Standards Board has adopted a strategic plan for the direction of accounting standards in Canada. Accounting standards for publicly accountable enterprises and certain other entities in Canada will converge with the International Financial Reporting Standards ("IFRS") by 2011 and companies will be required to report accordingly under IFRS beginning with years commencing on or after January 1, 2011. The Company has concluded that it will likely adopt IFRS and is currently assessing the impact of the convergence of Canadian GAAP with IFRS on the Company's results of operations, financial position and disclosures.

4 Land held for development

The Company acquired 23.92 acres of land (the "Land") from 0747618 B.C. Ltd., a fully owned subsidiary of 1252064 Alberta Ltd. The above mentioned companies are related to the Company through common management. The transactions are recorded at the exchange amount which is the amount of consideration agreed upon by the related parties.

5 Land improvement costs

As at September 30, 2009, the land improvement costs were as follows:

	$
Land development cost	122,146
Interest	173,872
	296,018

(3)

Harbour View Landing Inc.
Notes to Financial Statements
September 30, 2009

(expressed in Canadian dollars)

6 Related parties transactions

The Company entered into a loan agreement with Harbour View Capital Inc. ("HVC"), whereby the Company would borrow between $1,800,000 and $14,000,000 from HVC. The loan is secured by the way of a first mortgage against the title of the Property (note 4) and bears interest at 6.5% percent per annum. All fees, costs, interest and commissions incurred by HVC with respect to the issue of bonds and the loan shall be payable by the Company to HVC and shall form part of the principal of the loan. There shall be no payments of principal or interest made to HVL during the term of the loan. HVL shall make a lump sum payment of the principal amount and all accrued interest on April 30, 2014.

During the period the Company borrowed $7,341,787 from HVC and accrued $173,872 of interest during the period ended September 30, 2009. The amount due to HVC of $7,341,787 includes the following amounts:

	$
Commissions	794,510
Borrowing fees	27,277
	821,787

The Company also owes 1252064 Alberta Ltd. $3,600,499. This amount is unsecured, due on demand, with no fixed repayment terms and is non-interest bearing.

On January 30, 2009, the Company entered into a Management Service Agreement with Foundation Capital Corporation ("FCC"), whereby FCC will provide marketing, advertising, sales services and management services at a fee. As at September 30, 2009, $60,200 was charged by FCC to the project, and is included in sales and marketing expenses.

The above-mentioned entities are related to the Company through common management. The transactions are recorded at the exchange amount which is the amount of consideration agreed upon by the related parties.

7 Income taxes

The Company's temporary differences between tax balances and accounting carrying values include differences in non-capital loss carry forwards of $286,428 and differences in Offering expenses totalling $657,430. These temporary differences result in a future income tax asset of $245,403, which has been offset by an equal valuation allowance based on management's estimate that the amount is more likely than not to be realized.

The unused non-capital losses of $286,428will expire as follows:

	$
2029	286,428

(4)

Harbour View Landing Inc.
Notes to Financial Statements
September 30, 2009

(expressed in Canadian dollars)

8 Share capital

Authorized
Unlimited number of Class A common shares
Unlimited number of Class B common shares

Issued

	$
1 Class A common voting share	1
81,426 Class B common non-voting shares	8,143
	8,144

During the period the Company issued, for a cash consideration, 1 Class A common share at $1 and 81,426 Class B common, non-voting shares at $0.10 per share.

9 Stock options

The Company granted 1252064 Alberta Ltd. ("Alberta Co."), an irrevocable option to purchase at any time prior to the closing of its Offering of Class B shares pursuant to an Offering Memorandum dated January 30, 2009, 60,000 Class B common shares in the capital of the Company at an exercise price of $0.10 per share. The aggregate of the shares which may be purchased are determined using a formula and is limited to a maximum of 60,000 shares.

Alberta Co. shall have the right to exercise the option at any time prior to the close of business on the last day of the Offering (such time or such date shall be determined by the Company in its sole discretion ("Expiry Time"). At the Expiry Time the option hereby granted shall forthwith expire and terminate and be of no further force or effect.

At September 30, 2009, there were 34,897 options outstanding and exercisable with an average remaining life of two months and a weighted average exercise price of $0.10. On November 9, 2009, Alberta Co. exercised the option and acquired all 34,897 shares.

The fair value of each stock option grant was estimated at the date of the grant using the Black-Scholes option pricing model with the following assumptions: zero dividend yield; expected volatility of 100%; risk-free rate of 4.32%; and expected life of less than one year.

The weighted average fair value of stock options granted during the period was $0.10 per option. Compensation expense determined based on the fair value method for awards made during the period amounted to $1,170.

Harbour View Landing Inc.
Notes to Financial Statements
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(expressed in Canadian dollars)

10 Financial instruments

The Company's financial instruments consist of cash, accounts payable and accrued liabilities, and amounts due to related parties. The fair value of these financial instruments, except for amounts due to related party approximate their carrying value due to the short-term maturities of these items. The fair value of the amounts due to related party cannot be determined reliably.

Credit risk

The Company is not exposed to credit losses.

Liquidity risk

To mitigate liquidity risk that is attributed to accounts payable and accrued liabilities, and amounts due to related parties, the Company closely monitors liquidity related to obligations by evaluating forecasted cash flows, including capital spending activity, working capital requirements, and other potential cash expenditures.

Accounts payable and accrued liabilities are primarily due within one year of the balance sheet date and the Company does not anticipate any problems in satisfying the obligations due to the amount of cash received through the Offering.

The Company has amounts due to related parties outstanding and would only be repayable at the end of the project.

Liquidity risk is the risk when there is difficulty in meeting obligations associated with financial liabilities. The table below summarizes the future undiscounted cash flow requirement for financial liabilities at September 30, 2009:

	Within 1 year $	2 – 3 years $	More than 4 years $	Total $
Accounts payable and accrued liabilities	110,003	-	-	110,003
Amounts due to related parties	3,600,499	-	7,515,659	11,116,158
	3,710,502	-	7,515,659	11,226,161

Currency risk

The Company is not exposed to interest rate risk due to fixed interest rates on the loans.

Interest rate risk

The Company is not exposed to interest rate risk due to fixed interest rates on the loans.

(6)

Harbour View Landing Inc.
Notes to Financial Statements
September 30, 2009

(expressed in Canadian dollars)

11 Capital disclosure

The Company considers and manages common shares as capital. The Company does not have any externally imposed capital requirements. The Company's objectives in managing capital are to balance the target rate of return of 6.5% with the other objective being the preservation of capital. This is accomplished by focusing on the development of the land.

ITEM 13 - DATE AND CERTIFICATE

Dated: August 27, 2010

This Offering Memorandum does not contain a misrepresentation.

SIGNED "RON AITKENS"

Ron Aitkens, President

ON BEHALF OF THE BOARD OF DIRECTORS OF HARBOUR VIEW LANDING INC.

SIGNED "RON AITKENS"

Ron Aitkens, Director

ON BEHALF OF THE PROMOTER OF HARBOUR VIEW LANDING INC.

SIGNED "RON AITKENS"

Ron Aitkens

SCHEDULE A

SUBSCRIPTION FOR SHARES

TO: Harbour View Landing Inc. (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of Class B Shares ("Shares") of the Corporation set forth below for the aggregate subscription price set forth below, representing a subscription price of CDN $0.10 per Share, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Shares of Harbour View Landing Inc." attached hereto (the "Subscription Agreement"). **In addition to this face page, the Subscriber must also complete all applicable schedules attached hereto.**

____
Full Legal Name of Subscriber (please print)

By: ______________________________
Signature of Subscriber or its Authorized Representative

____
Official Title or Capacity (please print)

____
Name of Signatory (please print name of individual whose signature appears above if different than name of Subscriber)

____
Date of Execution

____
Social Insurance Number / Business Number

____
____
Subscriber's Address (including postal code)

____
Telephone Number (including area code)

____
Email Address

Aggregate Subscription Amount: $ ______________

Number of Shares: ______________

If the Subscriber is signing as agent for a principal and is not a trust corporation or, in Alberta or British Columbia, a portfolio manager, in any case, purchasing as a trustee or an agent for accounts fully managed by it, complete the following and ensure that the applicable schedules attached hereto are completed in respect of such principal:

____
Name of Principal

____
____
Principal's Address (including postal code)

____
Telephone Number (including area code)

____
Email Address

Register the Class B Shares (if different from address above) as follows:

____
Name

____
Account reference, if applicable

____
____
Address (including postal code)

Deliver the Class B Shares (if different from address given) as follows:

____
Name

____
Account reference, if applicable

____
Contact Name

____
Address (including postal code)

____
Telephone Number (including area code)

FOR OFFICE USE ONLY

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

Per: ______________________________ Date: ______________ No.:

This is the first page of an agreement comprised of 10 pages (excluding the Schedules hereto)

PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:

1. A signed copy of this Subscription Agreement; and

2. A cheque in an amount equal to the Aggregate Subscription Amount, payable to "Douglas Alger Law in Trust"; and

3. A properly completed and duly executed copy of the appropriate investor qualification form(s):

   - **if resident in British Columbia, Alberta, Saskatchewan or Manitoba,** two (2) copies of the Risk Acknowledgement form attached to this Subscription Agreement as Schedule "B" (one copy may be retained for your records).

   - **if resident in Ontario and you are purchasing Class B Shares as an "accredited investor" (as such term is defined by NI 45-106),** one (1) completed and signed copy of the Accredited Investor Representation Letter attached to the Subscription Agreement as Schedule "C".

PLEASE DELIVER YOUR SUBSCRIPTION TO:

Foundation Capital Corporation

#18, 11410 – 27th Street SE, Calgary, AB T2Z 3R6

TERMS AND CONDITIONS OF SUBSCRIPTION FOR

SHARES OF HARBOUR VIEW LANDING INC.

Definitions. In this Subscription Agreement:

(a) "Aggregate Subscription Amount" means the aggregate dollar amount of the subscription under this Subscription Agreement;

(b) "Closing Date" means the date on which Shares are issued by the Corporation pursuant to the Offering Memorandum;

(c) "Corporation" means Harbour View Landing Inc., a corporation incorporated under the *Business Corporations Act* (Alberta);

(d) "Offering" means the offering of the Corporation's Class B Shares pursuant to the Offering Memorandum;

(e) "Offering Memorandum" means the Offering Memorandum of the Corporation dated August 27, 2010; and

(f) "Shares" means Class B Shares of the Corporation pursuant to the Offering Memorandum.

Acknowledgements of the Subscriber. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:

(a) this subscription is subject to rejection or acceptance by the Corporation in whole or in part, and is effective only upon acceptance by the Corporation;

(b) the Shares subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of up to 60,994 Shares at a subscription price of $0.10 per Share (the "Offering");

(c) The following capitalized terms shall have the same definitions as provided for in the Offering Memorandum. 0747618 will realize profit of $5,150,000 resulting from the sale of the Lands to the Corporation The Subscriber consents to the Corporation paying the remainder of the Purchase Price to 0747618 and agrees that such purchase will not constitute a breach of fiduciary or other duty and that neither 0747618 nor its officers, directors or shareholders shall be liable to or required to account to or indemnify the Corporation or the Subscriber in connection with the sale of the Lands by 0747618 to the Corporation; and

(d) **the Subscriber is responsible for obtaining such legal advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement.**

Representations, Warranties and Covenants of the Subscriber. By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

(a) if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;

(b) if the Subscriber is not an individual, the Subscriber has the requisite power, authority, legal capacity and competence to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder, and all necessary approvals of its Directors, partners, Shareholders, trustees or otherwise with respect to such matters have been given or obtained;

(c) if the Subscriber is a body corporate, the Subscriber is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation;

(d) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber;

(e) if the Subscriber is acting as agent or trustee for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documents in connection with such subscription on behalf of such principal, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable obligation of, such principal;

(f) the execution, delivery and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber's constating documents (if the Subscriber is not an individual) or any agreement to which the Subscriber is a party or by which it is bound;

(g) the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each beneficial purchaser for whom the Subscriber is acting) is:

   (i) **resident in or otherwise subject to the applicable securities laws of British Columbia, Alberta, Saskatchewan, or Manitoba** it is purchasing the Shares as principal for its own account and not for the benefit of any other person and it has received or been provided with a copy of the Offering Memorandum **and has duly completed and executed two (2) copies of the Risk Acknowledgement in the form attached hereto as Schedule "B" (one copy for each of the Corporation and the Subscriber); or**

   (ii) **resident in or otherwise subject to the applicable securities laws of Ontario** it is purchasing the Shares as principal for its own account and not for the benefit of any other person and is an "**accredited investor**", as such term is defined in National Instrument 45-106 - "Prospectus and Registration Exemptions" ("**NI 45-106**"), and has concurrently executed and delivered a Representation Letter in the form attached as **Schedule C** to this Subscription Agreement with Appendix A to Schedule C completed.

(h) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Shares:

   (i) is capable of assessing the proposed investment in the Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation; and

   (ii) is able to bear the economic risk of loss of its investment in the Shares;

(i) the Subscriber understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Shares;

(j) the Subscriber acknowledges that no prospectus has been filed by the Corporation with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Shares and the issuance is exempted from the prospectus requirements available under the provisions of applicable securities laws and as a result:

   (i) the Subscriber may be restricted from using some of the civil remedies otherwise available under applicable securities laws;

   (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws; and

   (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities laws;

(k) the Subscriber confirms that neither the Corporation or any of its representative directors, employees, officers or affiliates, have made any representations (written or oral) to the Subscriber:

   (i) regarding the future value of the Shares;

   (ii) that any person will resell or repurchase the Shares;

   (iii) that the Shares will be listed on any stock exchange or traded on any market; or

(iv) that any person will refund the purchase price of the Shares other than as provided in this Subscription Agreement;

(l) the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Shares as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Shares, and the resale restrictions and "hold periods" to which the Shares are or may be subject under applicable securities legislation or stock exchange rules, and has not relied upon any statements made by or purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, and resale restrictions;

(m) except for the Subscriber's knowledge regarding its subscription for Shares hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act* (Alberta)) in the affairs of the Corporation that has not been generally disclosed;

(n) the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the "Subscriber's Address" and the purchase by and sale to the Subscriber of the Shares, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;

(o) the Subscriber acknowledges that it and/or the Corporation may be required to provide applicable securities regulatory authorities or stock exchanges with information concerning the identities of the beneficial purchasers of the Shares and the Subscriber agrees that, notwithstanding that the Subscriber may be purchasing the Shares as agent for an undisclosed principal, the Subscriber will provide to the Corporation, on request, particulars as to the identity of such undisclosed principal as may be required by the Corporation in order to comply with the foregoing;

(p) the Subscriber understands that it will not resell the Shares except in accordance with limited exemptions available under applicable securities legislation, regulatory policy and stock exchange rules, and that the Subscriber is solely responsible for (and the Corporation is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions;

(q) the Subscriber acknowledges that it is aware that there is no market upon which the Shares trade and there is no assurance that any of the Shares will be listed and posted for trading on a stock exchange or dealer network in the future;

(r) the Subscriber understands that the sale of the Shares is conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus, and the requirement to sell securities through a registered dealer, or upon the issuance of such orders, consents or approvals as may be required to enable such sale to be made without complying with such requirements, and that as a consequence of acquiring the Shares pursuant to such exemptions, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages in the event of a misrepresentation may not be available to the Subscriber in connection with the purchase and sale of the Shares;

(s) the Subscriber understands that any certificates representing the Shares will bear a legend indicating that the resale of such securities is restricted;

(t) other than the Offering Memorandum, the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, any Offering Memorandum, or any other document (other than the annual financial statements, interim financial statements or any other document (excluding Offering memoranda, prospectuses or other Offering documents) the content of which is prescribed by statute or regulation) describing the business and affairs of the Corporation, which has been prepared for delivery to and review by prospective purchasers in order to assist them in making an investment decision in respect of the purchase of Shares pursuant to the Offering;

(u) the Subscriber is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Shares for the account or benefit of a U.S. Person or a person in the United States;

(v) the Shares have not been Offered to the Subscriber in the United States, and the individuals making the order to purchase the Shares and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;

(w) the Subscriber undertakes and agrees that it will not Offer or sell any of the Shares in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available;

(x) the Subscriber acknowledges that, in addition to any other requirements under applicable securities legislation to which a disposition of any of the Shares by the Subscriber may be subject, the Subscriber may, depending on the nature of the disposition, be required to file a report of exempt trade within ten (10) days of a disposition by the Subscriber of the Shares;

(y) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Shares;

(z) except as disclosed in writing to the Corporation, the Subscriber does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;

(aa) the Subscriber is not a non-resident for the purposes of the *Income Tax Act* (Canada);

(bb) the Subscriber is not a "control person" of the Corporation, as that term is defined in the *Securities Act* (Alberta), will not become a "control person" of the Corporation by purchasing the number of Shares subscribed for under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;

(cc) the Subscriber has not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation except as expressly set forth herein or in the Offering Memorandum;

(dd) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "PCMLA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;

(ee) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development. There is no assurance that such financing will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on current Shareholders, including the Subscriber; and

(ff) **the Subscriber acknowledges that an investment in the Shares is subject to a number of risk factors. In particular, the Subscriber acknowledges that the Corporation is not a reporting issuer in any province of Canada and, as such, the applicable hold period may never expire. Accordingly, there is currently no market for any of the Shares and one may never develop. It may be difficult or even impossible for a Subscriber to sell any of the Shares. Resale of such Shares will require the availability of exemptions from the prospectus requirements of applicable securities legislation, or the application for a discretionary order of the securities commission or similar regulatory authority in the subscriber's province of residence permitting the trade. The Subscriber covenants and agrees to comply with relevant securities legislation, orders or policies concerning the purchase, holding of, and resale of the Shares.**

<u>Timeliness of Representations, etc</u>. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Shares and any subsequent disposition by the Subscriber of any of the Shares.

<u>Indemnity</u> The Subscriber acknowledges that the Corporation and its counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Shares) to purchase Shares under the Offering, and hereby agrees to indemnify the Corporation and its directors, officers, employees, advisers, affiliates, Shareholders and agents (including their respective legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time.

<u>Deliveries by Subscriber prior to Closing</u> The Subscriber agrees to deliver to the Corporation not later than 5:00 p.m. (Mountain Standard Time) on the day that is two business days before any Closing Date of which the Subscriber receives notice:

(a) this duly completed and executed Subscription Agreement; and

(b) a cheque made payable to "Douglas Alger Law in Trust" in an amount equal to the Aggregate Subscription Amount, or payment of the same amount in such other manner as is acceptable to the Corporation; and

(c) properly completed and duly executed copies of the appropriate investor qualification form(s) as described on page 2 of this Subscription Agreement; and

(d) such other documents as may be requested by the Corporation as contemplated by this Subscription Agreement.

<u>Consent to Collection of Personal Information</u> If the Subscriber is an individual, the Subscriber acknowledges that the Subscriber has provided, in this Subscription Agreement, to the Corporation information (the "**Personal Information**") of a personal nature that may or may not be protected under applicable privacy legislation. This information is being collected, used and may be disclosed by the Corporation for the following purposes (the "**Purposes**"):

(a) in order to complete the Offering;

(b) to be kept in the corporate records of the Corporation, on its securities registers and Shareholders lists, maintained by the Corporation and/or the Corporation's transfer agent;

(c) to be disclosed to securities/tax regulatory authorities or other government bodies as required and in accordance with applicable securities laws and tax laws;

(d) as long as the Subscriber is a Shareholder of the Corporation, to be disclosed to other third parties held to an obligation of confidentiality to the Corporation such as its legal counsel, its accountants, transfer agent, securities depository, or any other entity for: (i) the purpose of sending financial statements and other disclosure documentation required to be sent by law to the Shareholders of the Corporation, and/or (ii) in the context of a proposed merger, business combination, acquisition, takeover bid or such other major transaction involving the Corporation and such other third party; and

(e) to enforce the obligations contemplated by this Subscription Agreement.

The Subscriber or the person subscribing for the Shares on behalf of a disclosed beneficial purchaser hereby consents to the collection, use and disclosure by the Corporation of the Personal Information for the Purposes.

Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. In Ontario, the Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 5520 Queen Street West, Toronto, Ontario M5H 3S8, Telephone (416) 593-8086, Facsimile: (416) 593-8252 is the public official who can answer questions about the indirect collection of personal information. The Subscriber's personal information may be disclosed by the Corporation or its counsel to: (a) stock exchanges, securities commissions

CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires: 03/12/2015
Carol Ealey

This is Exhibit "**N**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

HARBOUR VIEW CAPITAL INC.
HARBOUR VIEW LANDING INC.
Draft Sources and Uses of Funds
February 1, 2009 - January 15, 2013

Sources of funds:	
Investor Bonds Payable	$ 16,113,400
Loans from Harbour View Capital	-
Advances from 0747618 BC	600,000
Advances from 1379599 AB	100
Class A Shares issued	1,001
Class B shares issued	22,501
	16,737,002
Uses of funds	
Commissions, issuance and op costs	(2,139,593)
Land development costs	(1,078,938)
Land acquisition costs	(9,750,000)
Loans to Harbour View Landing	-
Azimuth Risk Mgmt-DIP financing	(132,149)
Intercompany advances:	-
Foundation Mortgage Corporation	(37,500)
1357686 Alberta	(1,000,000)
Payee (s) not identified	(205,000)
Harvest Capital Management	(330,000)
Priest Lake Project	(300,000)
1252064 Alberta Ltd	(1,234,401)
	(16,207,581)
Cash on hand, January 15, 2013	$ 529,421

CAROL EALEY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires: 03/12/2015
Carol Ealey

This is Exhibit "**O**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2013/01/24
Time of Search: 07:49 AM
Search provided by: MCCARTHY TETRAULT LLP

Service Request Number: 19138756
Customer Reference Number: 027052- 444385

Corporate Access Number: 2014468827
Legal Entity Name: FOUNDATION MORTGAGE "3" CORPORATION

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2009/01/13 YYYY/MM/DD

Registered Office:
Street: #1900, 520 - 3RD AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 0R3

Records Address:
Street: #1900, 520 - 3RD AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2P 0R3

Directors:

Last Name: TINKER
First Name: WAYNE
Middle Name: M.
Street/Box Number: 124 JOSEPH MARQUIS CRESCENT SW
City: CALGARY
Province: ALBERTA

Postal Code: T3E 7S4

Last Name: WINTER
First Name: NOEL
Middle Name: A.
Street/Box Number: #230, 6125 - 11TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2H 2L6

Voting Shareholders:

Last Name: AITKENS
First Name: RONALD
Middle Name: J.
Street: #18, 11410 - 27TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z 3R6
Percent Of Voting Shares: 27.5

Last Name: AITKENS
First Name: KENNETH
Middle Name: M.
Street: #18, 11410 - 27TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2Z 3R6
Percent Of Voting Shares: 27.5

Last Name: BELSECK
First Name: FARON
Street: 168 WEST MEADOWS ESTATES ROAD
City: CALGARY
Province: ALBERTA
Postal Code: T3Z 1M5
Percent Of Voting Shares: 15

Last Name: TINKER
First Name: WAYNE
Middle Name: M.
Street: 124 JOSEPH MARQUIS CRESCENT SW

City: CALGARY
Province: ALBERTA
Postal Code: T3E 7S4
Percent Of Voting Shares: 15

Last Name: WINTER
First Name: NOEL
Middle Name: A.
Street: #230, 6125 - 11TH STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2H 2L6
Percent Of Voting Shares: 15

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	SEE SCHEDULE "A" ATTACHED HERETO
Share Transfers Restrictions:	NO SHARE SHALL BE TRANSFERRED WITHOUT THE APPROVAL THE DIRECTORS OF THE CORPORATION.
Min Number Of Directors:	1
Max Number Of Directors:	11
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE SCHEDULE "B" ATTACHED HERETO

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2011	2011/05/17

Outstanding Returns:

Annual returns are outstanding for the 2012 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2009/01/13	Incorporate Alberta Corporation
2010/05/20	Name/Structure Change Alberta Corporation
2011/01/12	Change Address
2011/01/12	Service Provider Correct Legal Entity
2011/05/17	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2012/11/29	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2009/01/13
Other Rules or Provisions	ELECTRONIC	2009/01/13
Share Structure	ELECTRONIC	2010/05/20

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires: 03/12/2015

Carol Ealey

This is Exhibit "**P**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT dated effective January 30, 2009 (this "**Agreement**").

BETWEEN:

HARBOUR VIEW LANDING INC.
Corporation Incorporated under the laws of the Province of Alberta
(the "**Issuer**")

FIRST PARTY

- and -

FOUNDATION CAPITAL CORPORATION
a corporation incorporated under the laws of the Province of Alberta
("**FCC**")

SECOND PARTY

RECITALS:

A. WHEREAS the Issuer is proceeding with an Offering of fixed rate redeemable bonds and Class B shares (collectively the "Units") pursuant to an Offering Memorandum dated January 30, 2009 (of the "Offering");

B. The Issuer intends on focusing as an intermediary private real estate lender by providing bridge and mezzanine financing (the "Loans") for acquisitions, developments and interim financing requirements of real estate developers, home owners, private companies, public companies, and individuals (the "Borrowers). The Issuer anticipates that the Loans will be high yield and short term in nature. The Issuer may be compensated by any one of or any combination of commitment fees, interest, equity, and profit participation with respect to loans advanced to the Borrowers.

(the "Issuer's Business");

C. AND WHEREAS FCC has agreed to provide marketing and management services to assist the Issuer in the conduct of the Issuer's Business;

NOW THEREFORE WITNESS THAT in consideration of the sum of $5.00 paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The parties hereto hereby acknowledge, confirm and agree that the foregoing Recitals are true in substance and fact, and form part of this Agreement.

2. FCC hereby agrees to perform marketing, advertising, sales services and management services for the Issuer which will include:

   (a) advertising in local newspapers and radio and television stations in support of the Offering;

   (b) conducting seminars in support of the Offering;

   (c) explaining the transaction and the positive features of the real estate, and the relationship with other investors;

   (d) performing market research on competing products to understand the relative benefits and detriments of the Offering and the Issuer's Business;

   (e) actively attempting to acquire investor lists of prospective participants to the Offering;

   (f) solicit opportunities with potential Borrowers; and

   (g) Manage all of the Loans of the Issuer.

4. The parties agree that in order to carry out the aforesaid duties, the FCC shall be entitled to subcontract same.

5. The Issuer agrees to compensate FCC for the Services as follows:

   (a) The Issuer shall reimburse FCC for its out of pocket expenses incurred in providing the Services and;

   (b) The Issuer shall pay FCC an annual fee of 1% of the aggregate of the Loan proceeds received advanced by the Issuer pursuant to the Loans to a maximum of $200,000 per annum (the "Management Fee"); and

   (c) The Management Fee will be payable in monthly installments of 1/12 of the estimated annual fee.

6. The term of this Agreement shall expire on December 15, 2013.

7. This Agreement shall enure to the benefit of the Issuer and its successors and assigns, and shall be binding upon the FCC and its heirs, executors, administrators and permitted successors and permitted assigns, respectively, as the case may be.

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

SIGNED at Calgary, this 30 day of January, 2009.

HARBOUR VIEW LANDING INC.

Per: ______________________________
Ron Aitkens

SIGNED at Calgary, this 30 day of January, 2009.

FOUNDATION CAPITAL CORPORATION

Per: ______________________________
Authorized Signing Officer
I have authority to bind the corporation.

CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires: 03/12/2015
Carol Ealey

This is Exhibit "**Q**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

Q-1

Close

View Item Online

Important Notice

Please Print this page before you close it.

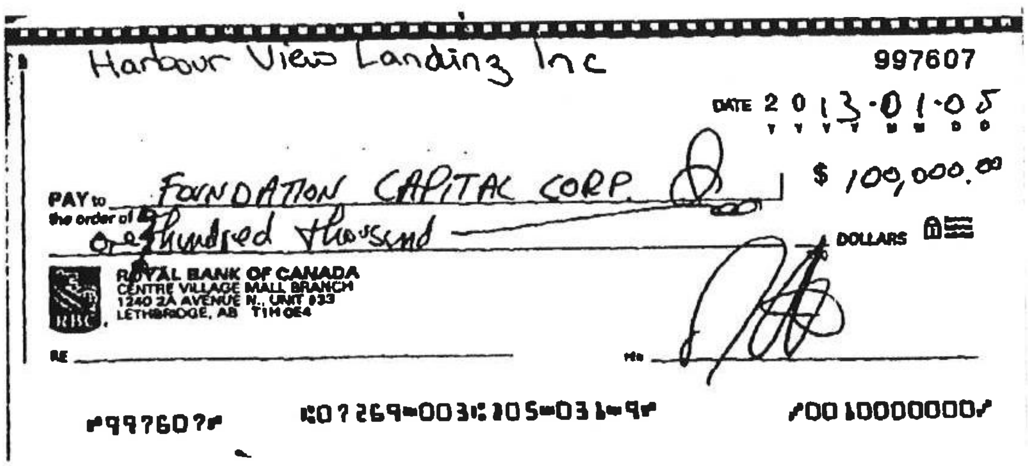
Print

Learn more about Viewing Items Online

If you have a question or a concern about this item please send us a secure message by clicking on Investigate this Item below. We will respond within 24 hours. If your inquiry is urgent, please contact us at 1 800 769-2555.

Investigate This Item

Front



Harbour View Landing Inc

997607

DATE 2013-01-05

Y Y Y Y M M D D

PAY to the order of FOUNDATION CAPITAL CORP.

$ 100,000.00

One hundred thousand

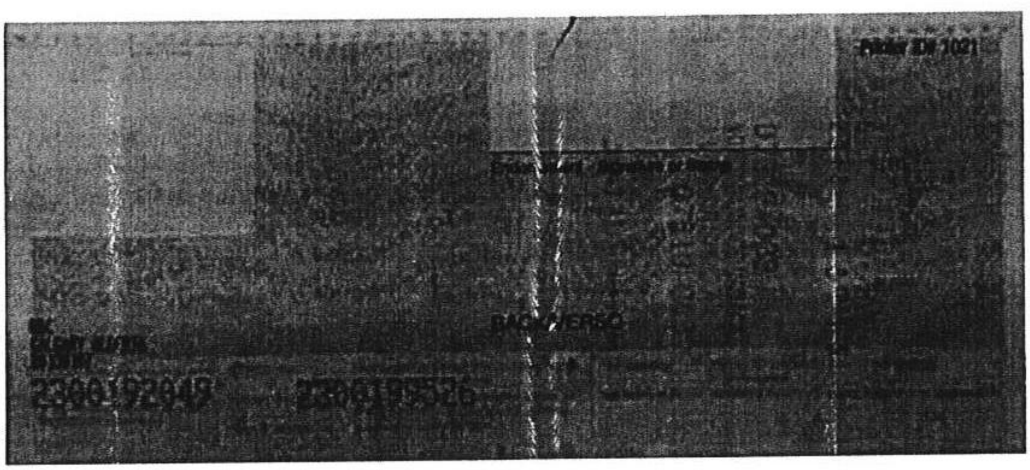
DOLLARS

ROYAL BANK OF CANADA
CENTRE VILLAGE MALL BRANCH
1240 2A AVENUE N., UNIT #33
LETHBRIDGE, AB T1H 0E4

RE

⑈997607⑈ ⑆07269⑉003⑆205⑉031⑉9⑈ ⑈0010000000⑈

Back



Item Details

CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO

My Commission Expires: 03/12/2015

Carol Ealey

This is Exhibit "**R**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

R-1

BRITISH
COLUMBIA

2013-01-20

HARBOUR VIEW LANDING INC
18-11410 27 ST SE
CALGARY AB T2Z 3R6

Dear Sir or Madam:

Re: Taxation (Rural Area) Act - Account Number: 06 771 03420.010 1 6
Balance Outstanding: $9,913.74

Our records indicate that you have not paid your rural property taxes.

Please send full payment immediately. If you are unable to pay the entire balance at this time, please contact this office to discuss payment at 1 866 566-3066, select option 1 or 250 387-0613, select option 1.

If we do not receive payment of the balance within 15 days from the date of this letter, collection action may be taken. No further notice will be given. If it is necessary to request credit information to assist in the collection of the debt, your credit may be affected.

Make cheques payable to the Minister of Finance, and include your account number on any payment or correspondence.

Interest is calculated on any unpaid balance. The current rate of interest is 6.00 per cent.

Collection Section
Receivables Management Office

LTFRL025A Batch

Ministry of Finance

Receivables Management Office

Mailing Address:
PO Box 9446 Stn Prov Govt
Victoria BC V8W 9V6

Toll Free: 1 866 566-3066
Facsimile: 250 356-1090

Website Address:
www.fin.gov.bc.ca/rev.htm

BRITISH COLUMBIA | Ministry of Finance | Mailing Address PO Box 9446 Stn Prov Govt Victoria BC V8W 9V6

PROPERTY TAX OVERDUE NOTICE

80025499

R-2

SURVEYOR OF TAXES
PO BOX 9446 STN PROV GOVT
VICTORIA BC V8W 9V6

771 03420.010 1 6

LEGAL DESCRIPTION
LD: COMOX LOT: 2 PL: 31808 DL: 216 Excep t Plan 36029, & EXC PL 39408.

ACCOUNT NUMBER 06 771 03420.010 1 6

HARBOUR VIEW LANDING INC
18-11410 27 ST SE
CALGARY AB T2Z 3R6

DATE	DETAILS	DEBITS	CREDITS	BALANCE
MAY302012	PREVIOUS BALANCE	0.00	0.00	0.00
MAY312012	2012 PROPERTY TAXES	8,992.06	0.00	8,992.06
	PENALTY ADJUSTMENT	449.60	0.00	9,441.66

BALANCE AT SEP 26 2012 9,441.66

AMOUNT DUE ON OR BEFORE
OCT 31 2012 9,441.66

The following information pertains to your account

THE TAXES SHOWN ON THIS NOTICE ARE NOW OVERDUE. PROMPT PAYMENT IS REQUIRED TO AVOID A FURTHER PENALTY CHARGE OF 5% ON OCTOBER 31, 2012. PLEASE NOTE: RECENT PAYMENTS, OWNERSHIP/ADDRESS CHANGES, OR TAX REVISIONS MAY NOT BE REFLECTED. CONTACT YOUR LOCAL SERVICE BC-GOVERNMENT AGENT OFFICE OR THE PROPERTY TAXATION BRANCH IN VICTORIA IF YOU HAVE ANY QUESTIONS ABOUT PAYMENT OF YOUR OUTSTANDING PROPERTY TAXES. TO OBTAIN ADDITIONAL RURAL PROPERTY TAX INFORMATION VISIT OUR WEBSITE AT: WWW.SBR.GOV.BC.CA/RPT

OVERDUE

TEAR HERE — KEEP THE TOP PORTION FOR YOUR RECORDS

HARBOUR VIEW LANDING INC
18-11410 27 ST SE
CALGARY AB T2Z 3R6

BRITISH COLUMBIA

RURAL PROPERTY TAX

OVERDUE NOTICE

Surveyor of Taxes
PO Box 9446 Stn Prov Govt
Victoria BC V8W 9V6
PAYABLE AT MOST CANADIAN FINANCIAL INSTITUTIONS

2012 09 26

2012 9,441.66 725

ENTER PAYMENT AMOUNT
$

AMOUNT DUE ON OR BEFORE
OCT 31 2012
9,441.66

ADDRESS CHANGE - *PLEASE PRINT*
TICK (✓) IF APPLICABLE [ ] NEW OWNER [ ] PERMANENT ADDRESS CHANGE
NAME
ADDRESS
POSTAL CODE
PHONE NO

B
C
SPECIAL | TRANSACTION DATE | ACT USE | PAYOR CODE A01 | PAYOR CODE | H.O.G. EP
EXPLANATION FIELD
FILE TAX | STANDARD EXPLANATION CODES | TRANS CODE | H.O.G. PROP | STATEMENT | PROP ELIG N | FORF STATUS 0
MORTGAGE NO
ACCOUNT NO 06 771 03420.010 1 6

A01000094416600000000000000000000T0677100000000000034200101б

⑆01037⑈900⑆ 96

CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO

My Commission Expires: 03/12/2015

Carol Ealey

This is Exhibit "**S**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

Government of Alberta ■

Personal Property Registry
Search Results Report

Search ID#: Z04380338

Transmitting Party
MCCARTHY TETRAULT LLP

3300 421 7 AVE SW
CALGARY, AB T2P 4K9

Party Code: 50087121
Phone #: 403 260 3500
Reference #: 027052 444385

Search ID #: Z04380338 **Date of Search:** 2013-Jan-31 **Time of Search:** 13:07:33

Business Debtor Search For:

HARBOUR VIEW LANDING INC.

No Result(s) Found

NOTE:

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

Result Complete

Government
of Alberta ■

Personal Property Registry
Search Results Report

Search ID#: Z04380344

Transmitting Party
MCCARTHY TETRAULT LLP

3300 421 7 AVE SW
CALGARY, AB T2P 4K9

Party Code: 50087121
Phone #: 403 260 3500
Reference #: 027052 444385

Search ID #: Z04380344 **Date of Search:** 2013-Jan-31 **Time of Search:** 13:08:00

Business Debtor Search For:

HARBOUR VIEW CAPITAL INC.

No Result(s) Found

NOTE:

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

Result Complete

CAROL EALEY
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires: 03/12/2015

Carol Ealey

This is Exhibit "**T**" referred to in the Affidavit of Neil Narfason, sworn on February 1, 2013.

T-1

Personal Property Registry

For: [PY34484] [MCCARTHY TETRAULT]

Selection List

Jan 21, 2013
09:35:39 AM

Return | Send to Mailbox | Help ?

BC OnLine Mailbox

Folio: 027052/444385

Business Name: HARBOUR VIEW CAPITAL INC

Local Print Limit: 200

BSR001 - NIL SEARCH

Debtor Name

Display Selection

T-2

Personal Property Registry

For: [PY34484] [MCCARTHY TETRAULT]

Selection List

Jan 21, 2013
09:36:03 AM

Return | Send to Mailbox | Help ?

BC OnLine Mailbox

Folio: 027052/444385

Business Name: HARBOUR VIEW LANDING INC

Local Print Limit: 200

BSR001 - NIL SEARCH

Debtor Name

[Display Selection]