LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0033 082 257	0810982;1;2	111 034 313 +1

LEGAL DESCRIPTION
PLAN 0810982
BLOCK 1
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 12.43 HECTARES (30.72 ACRES) MORE OR LESS

THIS IS EXHIBIT "I"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 2012
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;6;12;13;SE

MUNICIPALITY: CITY OF MEDICINE HAT

REFERENCE NUMBER: 081 075 269

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
111 034 313	10/02/2011	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

HARVEST GROUP GP CORPORATION.
OF 1200, 700-2ND STREET SW
CALGARY
ALBERTA T2P 4V5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
901 034 657	06/02/1990	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (ALBERTA) LTD..
081 075 270	27/02/2008	MORTGAGE

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		MORTGAGEE - 292561 ALBERTA INC.. 2100, 700 2ND STREET S.W. CALGARY ALBERTA T2P2W1 AS TO $728,000 MORTGAGEE - B2B TRUST. 404, 130 ADELAIDE ST WEST TORONTO ONTARIO M5H3P5 AS TO $272,000 ORIGINAL PRINCIPAL AMOUNT: $1,000,000 (DATA UPDATED BY: TRANSFER OF MORTGAGE 091232319)
081 075 271	27/02/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 292561 ALBERTA INC.. 2100, 700 2ND STREET S.W. CALGARY ALBERTA T2P2W1 CAVEATOR - B2B TRUST. C/O 130 ADELAIDE STREET WEST,SUITE 404 TORONTO ONTARIO M5H3P5 AGENT - JAROLD M SWITZER.
091 232 863	11/08/2009	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - 292561 ALBERTA INC.. 2100, 700-2 ST SW ATTN: JAROLD M. SWITZER CALGARY ALBERTA T2P2W1 CAVEATOR - B2B TRUST. 130 ADELAIDE STREET WEST, SUITE 404 ATTN: MIRIAM GARCIA TORONTO ONTARIO M5H3P5 AGENT - JAROLD M SWITZER
111 046 090	25/02/2011	AMENDING AGREEMENT AFFECTS INSTRUMENT: 081075270
111 317 796	06/12/2011	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - MEDICAN DEVELOPMENTS (MEDICINE HAT SOUTHWEST) INC..

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ATTN: JOE PFAEFFLIN 15TH FLOOR, 850-2ND ST SW CALGARY ALBERTA T2P0R8 AGENT - JOE PFAEFFLIN
121 054 881	06/03/2012	CAVEAT RE : VENDOR'S LIEN CAVEATOR - HATVIEW DAIRY FARM LTD.. PRITCHARD & COMPANY 204, 430-6TH AVE SE, P.O. BOX 100 MEDICINE HAT ALBERTA T1A7E8
121 164 425	29/06/2012	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - 1610822 ALBERTA LTD.. C/O SCHINNOUR MATKIN BAXTER & PICHETTE SUITE A, 5799 3 ST SE CALGARY ATTN: DAN BAXTER ALBERTA T2H1K1 AGENT - RON AITKENS
121 186 862	24/07/2012	MORTGAGE MORTGAGEE - FOUNDATION MORTGAGE "2" CORPORATION. 18,11410-27TH STREET SE CALGARY ALBERTA T2Z3R6 ORIGINAL PRINCIPAL AMOUNT: $3,200,000

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF AUGUST, 2012 AT 11:45 A.M.

ORDER NUMBER:21905989

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

(CONTINUED)

HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON JUNE 08,2012

S

LINC	SHORT LEGAL	TITLE NUMBER
0033 082 249	4;6;12;13;SE	081 075 223 +1

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 6 TOWNSHIP 12
SECTION 13
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES(160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0614556	SUBDIVISION	13.16	32.5
B) PLAN 0810982	SUBDIVISION	12.95	32.00

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF MEDICINE HAT

REFERENCE NUMBER: 061 506 369 +1

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
081 075 223	27/02/2008	SUBDIVISION PLAN		

OWNERS

HATVIEW DAIRY FARM LTD..
OF BOX 531
MEDICINE HAT
ALBERTA T1A 7G5

THIS IS EXHIBIT "J"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
901 034 657	06/02/1990	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (ALBERTA) LTD..
051 115 053	07/04/2005	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF MEDICINE HAT.
051 479 290	15/12/2005	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - MONARCH COMMUNICATIONS INC.. 996, 105-150 CROWFOOT CRES NW CALGARY ALBERTA T3G3T2 AGENT - PRAIRIE LAND CONSULTANTS INC. AS TO RIGHT OF WAY PLAN 0513536 (DATA UPDATED BY: 111189465)
061 075 251	21/02/2006	DISCHARGE OF UTILITY RIGHT OF WAY 051115053 PARTIAL EXCEPT PLAN/PORTION: 0513536
071 030 728	20/01/2007	CAVEAT RE : AGREEMENT FOR SALE CAVEATOR - MEDICAN DEVELOPMENTS (MEDICINE HAT SOUTHWEST) INC.. 499 1 ST SE MEDICINE HAT ALBERTA T1A0A7 AGENT - A MURRAY SIHVON
081 075 224	27/02/2008	CAVEAT RE : DEFERRED RESERVE CAVEATOR - THE CITY OF MEDICINE HAT. 580 FIRST ST SE MEDICINE HAT ALBERTA T1A8E6
111 189 465	27/07/2011	CORRECTION OF INSTRUMENT AFFECTS INSTRUMENT: 051479290 DOCUMENT HAD NO PARTICULARS. NEW PARTICULARS ARE: AS TO RIGHT OF WAY PLAN 0513536
111 217 215	25/08/2011	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - HARVEST GROUP GP CORPORATION. BURSTALL WINGER LLP 1600, 333- 7 AVE SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2P2Z1 AGENT - KEVIN W PLOWMAN.
111 287 997	04/11/2011	DISCHARGE OF CAVEAT 071030728
111 317 797	06/12/2011	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - MEDICAN DEVELOPMENTS (MEDICINE HAT SOUTHWEST) INC.. ATTN: JOE PFAEFFLIN 15TH FLOOR, 850-2ND ST SW CALGARY ALBERTA T2P0R8 AGENT - JOE PFAEFFLIN
111 321 774	09/12/2011	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - THE CITY OF MEDICINE HAT. C/O CITY SOLICITOR, 580 - 1ST STREET S.E.,MEDICINE HAT ALBERTA T1A8E6 AGENT - ROBERT J SCHMITT
121 054 892	06/03/2012	CAVEAT RE : VENDOR'S LIEN CAVEATOR - HATVIEW DAIRY FARM LTD.. PRITCHARD & COMPANY 204, 430-6TH AVE SE, P.O. BOX 100 MEDICINE HAT ALBERTA T1A7E8
121 140 666	08/06/2012	ROAD PLAN 1211616 TITLE CANCELLED AS TO PART AND NEW TITLE ISSUED FOR THE REMAINDER

(CONTINUED)

TOTAL INSTRUMENTS: 013

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 22 DAY OF AUGUST, 2012 AT 02:29 P.M.

ORDER NUMBER:21908338

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

GENERAL SECURITY AGREEMENT

TO: Windmill Harbour Developments Inc.
#126, 11115 – 9 Avenue NW
Edmonton, Alberta T6J 6Z1

FROM: Harvest Group GP Corporation
#4, 4002 – 9 Avenue North
Lethbridge, Alberta T1H 6T8
(the "Debtor")

THIS IS EXHIBIT "K"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 20 12
COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta, as in force at the date of this Agreement which Act including amendments thereto and any Act substituted therefore and amendments thereto is herein defined in the "PPSA".

2. SECURITY INTEREST

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to Windmill Harbour Developments Inc. howsoever arising, present and future, absolute and contingent (the "Indebtedness") the Debtor grants, assigns, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge, and grants a Security Interest to and in favour of Windmill Harbour Developments Inc. in all personal property referred to in Schedule "A" and in all Proceeds and renewals thereof, accessions thereto and substitutions therefore (the "Collateral"). The Debtor warrants and acknowledges to and in favour of Windmill Harbour Developments Inc. that:

(a) the parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;

(b) the parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and

(c) value has been given.

3. CONTINUOUS INTEREST

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the indebtedness may be fluctuating and even may from time to time, and at any time, be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, or until Windmill Harbour Developments Inc. provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may not, and agrees that it will not, without the prior written consent Windmill Harbour Developments Inc., sell or dispose of the Collateral in bulk and otherwise than for fair market value thereof.

If the Collateral comprises any Securities, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to Windmill Harbour Developments Inc. and will allow Windmill Harbour Developments Inc. to retain possession of the same.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with Windmill Harbour Developments Inc. that:

(a) the collateral is owned by the Debtor free of all Security Interests, mortgages, liens claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those Encumbrances shown on Schedule "B" hereto;

(b) each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to Windmill Harbour Developments Inc. from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;

(c) the Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;

(d) this Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other laws of general application affecting creditors' rights and by rules of equity governing enforceability by specific performance;

(e) there is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(f) there is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened, against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder;

(g) the names of the Debtor are accurately and fully set out above, and Debtor is not known by any other names.

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with Windmill Harbour Developments Inc. that:

(a) the Debtor owns and will maintain the Collateral free of Encumbrances, except those described in Schedule "B" hereto or hereafter approved in writing by Windmill Harbour Developments Inc. prior to their creation or assumption, and will defend title to the Collateral for the benefit of Windmill Harbour Developments Inc. against the claims and demands of all persons;

(b) the Debtor will maintain the Collateral in good condition and repair will not allow the value of the collateral to be impaired, and will permit (upon reasonable prior notice) Windmill Harbour Developments Inc. or such person as Windmill Harbour Developments Inc. may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;

(c) the Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will provide Windmill Harbour Developments Inc. with its annual and interim financial statements;

(d) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and will punctually pay all debts and obligations to labourers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid, might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this Agreement;

(e) the Debtor will punctually pay all rents, taxes, rates and assessments lawfully assessed or imposed upon any property or income of the Debtor and under any agreement charging property of the Debtor;

(f) the Debtor will immediately give notice to Windmill Harbour Developments Inc. of:

  (i) the details of any material disposition of Collateral out of the ordinary course of business (whether authorized by Windmill Harbour Developments Inc. or not);

  (ii) any material loss of or damage to Collateral;

  (iii) the details of any claims or litigation affecting materially the Debtor or Collateral; and

  (iv) any change of its name;

(g) the Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as Windmill Harbour Developments Inc. may reasonably require. The loss under the policies of insurance will be made payable to Windmill Harbour Developments Inc. as its interest may appear and will be written by an insurance company approved by Windmill Harbour Developments Inc. (acting reasonably) in terms satisfactory to Windmill Harbour Developments Inc. and the Debtor will provide Windmill Harbour Developments Inc. with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and deliver to Windmill Harbour Developments Inc. proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable Windmill Harbour Developments Inc. to obtain payment of the insurance monies;

(h) the Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;

(i) the Debtor will not remove any of the Collateral from Canada without prior written consent of Windmill Harbour Developments Inc.;

(j) Windmill Harbour Developments Inc. may pay or satisfy any encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

7. DEFAULT

The happening of any of the following shall constitute Default under this Agreement:

(a) the Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to Windmill Harbour Developments Inc.;

(b) the Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;

(c) any representation or warranty made in this Agreement or any other document or report furnished to Windmill Harbour Developments Inc. in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;

(d) the Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(e) any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(f) an order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;

(g) the Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the Bankruptcy Act or any other Act for the benefit of its creditors;

(h) any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a Secured party takes possession of any of the Debtor's property.

8. REMEDIES

On Default:

(a) Windmill Harbour Developments Inc. may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as Windmill Harbour Developments Inc. in its sole discretion may determine and the proceeds of such sale less all costs and expenses of Windmill Harbour Developments Inc. (including costs as between a solicitor and its own client on a full indemnity basis), shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) Windmill Harbour Developments Inc. has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(c) Windmill Harbour Developments Inc. may appoint any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver-Manager.

(d) any Receiver will have the power:

(i) to take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) to carry on or concur in carrying on the business of the Debtor;

(iii) to sell or lease any Collateral;

(iv) to make any arrangement or compromise which he may think expedient in the interest of Windmill Harbour Developments Inc.;

(v) to pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of an preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) to hold as additional security any increase or profits resulting from the Collateral;

(vii) to exercise all rights that Windmill Harbour Developments Inc. has under this Agreement or otherwise at law;

(viii) with the consent of Windmill Harbour Developments Inc. in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by Windmill Harbour Developments Inc., and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) to enter into and to occupy any premises in which the Debtor has any interest;

(e) the Debtor hereby appoints each Receiver appointed by Windmill Harbour Developments Inc. to be its attorney to effect sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(f) any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and Windmill Harbour Developments Inc. will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(g) neither Windmill Harbour Developments Inc. nor the Sheriff will be required to take any steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;

(h) neither Windmill Harbour Developments Inc. nor the Sheriff is required to keep Collateral identifiable.

9. COLLECTION OF DEBTS

After Default, Windmill Harbour Developments Inc. may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to Windmill Harbour Developments Inc. On default the Debtor shall furnish Windmill Harbour Developments Inc. with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. ACCELERATION

In the event of Default, Windmill Harbour Developments Inc., in its sole discretion, may without demand or notice of any kind, declare all or any of the Indebtedness which is not by its terms payable on demand, to be immediately due and payable.

11. NOTICE

Any notice or demand required or permitted to be made or given by Windmill Harbour Developments Inc. to the Debtor may be validly served by leaving the same or by mailing the same by prepaid registered mail addressed to the Debtor, or by faxing the same, at the last known address of the Debtor or of any officer of director thereof, as shown on the records of Windmill Harbour Developments Inc., and in the case of mailing such notice or demand shall be deemed to have been received by the Debtor on the third business day following the date of mailing or the same day of the date of faxing.

12. COSTS AND EXPENSES

The Debtor agrees to pay all costs, charges and expenses reasonably incurred by Windmill Harbour Developments Inc. or any Receiver appointed by it (including, but without restricting the generality of the foregoing, legal fees as between a solicitor and his own client on a full indemnity basis), in enforcing this Agreement, taking custody of, preserving, repairing, maintaining, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the indebtedness and all such costs, charges and expenses together with any monies owing as a result of any borrowing by Windmill Harbour Developments Inc. or any receiver appointed by it shall be a first charge on the proceeds of realization, collection, or disposition of Collateral and shall be secured hereby.

13. MISCELLANEOUS

(a) Without limiting any other right of Windmill Harbour Developments Inc., whenever the debts and liabilities of the Debtor to Windmill Harbour Developments Inc. are immediately due and payable, whether or not it has been so declared, Windmill Harbour Developments Inc. may, in its sole discretion, set-off against the debts and liabilities any and all monies then owed by the Debtor to Windmill Harbour Developments Inc. in any capacity, whether due or not due, and Windmill Harbour Developments Inc. shall be deemed to have exercised such right of set-off immediately at the time of making its decision to do so even though any charge therefore is made or entered on Windmill Harbour Developments Inc.'s records subsequent thereto.

(b) Windmill Harbour Developments Inc. may grant extensions of time and other indulgences, take and give up security, accept composition, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, sureties and others with Collateral and other security as Windmill Harbour Developments Inc. may see fit without prejudice to the liability of the Debtor or Windmill Harbour Developments Inc.'s right to hold and realize the Security Interest. Windmill Harbour Developments Inc. may demand, collect and sue on Collateral in either the Debtor's or Windmill Harbour Developments Inc.'s name, Windmill Harbour Developments Inc.'s option, and may endorse the

Debtor's name on any and all cheques, commercial payback, and any other Instruments pertaining to or constituting Collateral.

(c) Upon the Debtors' failure to perform any of its duties under this Agreement, Windmill Harbour Developments Inc. may, but shall not be obligated to, perform any such duties, and the Debtor will pay to Windmill Harbour Developments Inc., upon demand, an amount equal to the expense incurred by Windmill Harbour Developments Inc. in so doing with interest thereon from the date such expense is incurred at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness.

(d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

(e) If more than one person executes this Agreement as the Debtor the obligations of such persons hereunder shall be joint and several.

(f) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by Windmill Harbour Developments Inc. and all such other securities shall remain in full force and effect.

(g) After Default, Windmill Harbour Developments Inc. may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceeding, in or toward payment of any portion of the Indebtedness.

14. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it.

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate.

(c) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest hereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term.

(d) This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta and the Debtor agrees to attorn to the same.

15. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

16. RIGHTS OF THE DEBTOR

Notwithstanding anything else herein contained, the Debtor, in addition to any other rights and remedies it may have against Windmill Harbour Developments Inc., will also have a right of set off against monies owing to Windmill Harbour Developments Inc. for any amount owing to the Debtor as a result of any claims or losses arising as a result of a breach of the Agreement for Purchase and Sale dated September 18, 2008, or any other agreements made between the Debtor and Windmill Harbour Developments Inc. This Agreement may not be assigned by Windmill Harbour Developments Inc.

IN WITNESS WHEREOF the Debtor has executed this Agreement as of the 27 day of APRIL, 2010.

DEBTOR:

Per:______________________ (c/s)

SCHEDULE "A"

COLLATERAL

ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT IN ANY WAY RESTRICTING THE GENERALITY OF THE FOREGOING: ALL ACCOUNTS, INSTRUMENTS AND DEBTS WHICH ARE NOW DUE, OWING OR ACCRUING DUE, OR WHICH MAY HEREAFTER BECOME DUE, OWING OR ACCRUING DUE TO THE DEBTOR, TOGETHER WITH ALL RECORDS (WHETHER IN WRITING OR NOT), AND OTHER DOCUMENTS OF ANY KIND WHICH IN ANY WAY EVIDENCE OR RELATE TO ANY OR ALL OF THE ACCOUNTS, INSTRUMENTS AND DEBTS. ALL EQUIPMENT OF WHATEVER KIND AND WHEREVER SITUATED INCLUDING, WITHOUT LIMITATION, ALL MACHINERY, TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES AND VEHICLE OF WHATEVER NATURE.

SCHEDULE "B"

ENCUMBRANCES

All encumbrances existing as at the date hereof.

DATED:

BETWEEN:

HARVEST GROUP GP CORPORATION

Debtor

- AND -

WINDMILL HARBOUR DEVELOPMENTS INC.

Secured Party

GENERAL SECURITY AGREEMENT

DOHERTY SCHULDHAUS LLP
Barristers and Solicitors
219, 6203 - 28 Avenue
Edmonton, Alberta
T6L 6K3

File: 26505

Personal Property Registry Search Results Report

Search ID#: Z03984672

Transmitting Party

Norton Rose Canada LLP

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

Party Code: 60003332
Phone #: 403 267 9468
Reference #: 284891 EL/jm

Search ID #: Z03984672 **Date of Search:** 2012-Aug-23 **Time of Search:** 09:03:41

Business Debtor Search For:

HARVEST GROUP GP CORPORATION

THIS IS EXHIBIT "L"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 2012
A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Exact Result(s) Only Found

NOTE:

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

REGISTRAR OF PERSONAL PROPERTY

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z03984672

Business Debtor Search For:

HARVEST GROUP GP CORPORATION

Search ID #: Z03984672 **Date of Search:** 2012-Aug-23 **Time of Search:** 09:03:41

Registration Number: 10060134101
Registration Type: SECURITY AGREEMENT
Registration Date: 2010-Jun-01
Registration Status: Current
Expiry Date: 2020-Jun-01 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

10060212018	Amendment	2010-Jun-02

Debtor(s)

Block		Status
1	HARVEST GROUP GP CORPORATION #4, 4002-9th Avenue North Lethbridge, AB T1H 6T8	Current

Secured Party / Parties

Block		Status
1	WINDMILL HARBOUR DEVELOPMENTS INC. #126 11115 - 9 Avenue NW Edmonton, AB T6J 6Z1	Deleted by 10060212018

Block		Status
2	WINDMILL HARBOUR DEVELOPMENT INC. #126 11115 - 9 Avenue NW Edmonton, AB T6J 6Z1	Current by 10060212018

Collateral: General

Block	Description	Status
1	all present and after-acquired property	Current

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z03984672

Business Debtor Search For:

HARVEST GROUP GP CORPORATION

Search ID #: Z03984672 **Date of Search:** 2012-Aug-23 **Time of Search:** 09:03:41

Registration Number: 10100119089
Registration Date: 2010-Oct-01

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2012-Oct-01 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	HARVEST GROUP GP CORPORATION 1200, 700 - 2nd Street SW Calgary, AB T2P 4V5	Current

Secured Party / Parties

Block		Status
1	BANCORP BALANCED MORTGAGE FUND LTD. 1420 1090 West Georgia Street Vancouver, BC V6E 3V7	Current

Block		Status
2	BANCORP FINANCIAL SERVICES INC. 1420, 1090 West Georgia Street Vancouver, BC V6E 3V7	Current

Collateral: General

Block	Description	Status
1	General Security Agreement in writing in the amount of $1,2000,000.00 dated June 25, 2010, between Secured Parties and Debtor. All present and after acquired personal property limited to Attached Schedules "A", "B", "C" and "D".	Current

Government of Alberta ■

Personal Property Registry Search Results Report

Search ID#: Z03984672

Business Debtor Search For:

HARVEST GROUP GP CORPORATION

Search ID #: Z03984672 **Date of Search:** 2012-Aug-23 **Time of Search:** 09:03:41

Registration Number: 11060806254
Registration Date: 2011-Jun-08

Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2014-Jun-08 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	HARVEST GROUP GP CORPORATION 1200, 700 - 2 STREET SW CALGARY, AB T2P 4V5	Current

Secured Party / Parties

Block		Status
1	SCHEFFER ANDREW LTD. 12201 - 145 STREET EDMONTON, AB T5L 4V7	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current

Result Complete

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the "Agreement") is dated effective the 9th day of June, 2010.

BETWEEN:

THIS IS EXHIBIT "M" referred to in the Affidavit of Ronald Aitkens Sworn before me this 23 day of August A.D. 2012
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

HARVEST GROUP GP CORPORATION
as general partner of the Harvest Group Limited Partnership
(**"Harvest"**)
4, 4002-9 AVE NORTH
LETHBRIDGE AB T1H 6T8

OF THE FIRST PART

- and -

1526610 ALBERTA LTD.
(**"152"**)
11610 – 151 STREET
EDMONTON AB T5M 4E9

OF THE SECOND PART

WHEREAS by purchase and sale agreement dated the 9th day of June, 2010 (the "**Purchase and Sale Agreement**"), Harvest and 152 have agreed to purchase from Ziad Properties Ltd. (the "**Vendor**") the Lands;

AND WHEREAS pursuant to the Purchase and Sale Agreement, the Lands will be subdivided in three (3) stages and subject to satisfaction of the requirements of the Purchase and Sale Agreement, the Lands will be transferred to Harvest and 152 each as to an undivided fifty (50%) percent co-ownership interest in the Lands or such transferred portion thereof from time to time;

AND WHEREAS Harvest and 152 have agreed to enter into a joint venture for the purposes of carrying out the Development of the Lands into commercial and industrial Units.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party hereto), the Parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement and the recitals and schedules hereto, unless otherwise defined or unless the context otherwise requires, the following terms shall have the following meanings:

(a) "**Accounting Advisors**" means the accounting advisors for the Joint Venture approved by the Joint Venture Committee from time to time;

(b) "**Agreement**" means this agreement entitled "Joint Venture Agreement" as amended from time to time, including all schedules attached hereto;

(c) "**Applicable Laws**" means:

(i) the provisions of any statute of Canada or a province thereof and the regulations under such statutes; and

(ii) the lawful requirements, rules, standards, by-laws, regulations, orders or similar enactments of any governmental authority having jurisdiction,

to the extent such provisions are at the time in force and applicable to this Agreement or any of the obligations hereunder;

(d) "**Area Structure Plan**" means the plan for the Development of the Lands including the rezoning, subdivision and the conceptual and technical works required for the completion of the Development as further described in Schedule "B" attached hereto;

(e) "**Business Day**" means a day which is not:

(i) a Saturday or Sunday; or

(ii) a statutory holiday in the Province of Alberta.

(f) "**Development**" means the three phased development of the Lands as commercial and industrial Units together with the carrying out of the financing, planning, construction, project management, marketing and sales of the Units as well as the establishment of roads and provision of utility services to those Units in accordance with the Area Structure Plan approved by applicable municipal authorities;

(g) "**Environmental Claim**" means all claims, losses, costs, expenses, fines, penalties, payments and/or damages (including, without limitation, all solicitors' fees on a solicitor and client full indemnity basis) relating to, arising out of, resulting from or in any way connected with the presence of any Hazardous Substance on the Lands or surrounding lands including, without limitation, all costs and expenses of any investigation, remediation, restoration or monitoring of the Lands or surrounding lands required or mandated by Environmental Law;

(h) "**Environmental Law**" means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, policy, guideline, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any Court of competent jurisdiction, as well as any common law obligations or requirements, relating to environmental or heath and safety matters and/or regulating the generation, import, storage, distribution, labelling, sale, use, handling, transport or disposal of any Hazardous Substance which may be in force from time to time;

(i) **"Hazardous Substance"** means:

(i) any material or substance declared by an authority having jurisdiction to do so to be hazardous, deleterious, caustic, dangerous, a dangerous good, toxic, a contaminant, a waste, a source of contamination, a pollutant or toxic under any Environmental Law;

(ii) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:

(A) endangers the health, life, safety or welfare of persons or the health of animal life;

(B) interferes with normal enjoyment of life or property; or

(C) causes damage to plant life or to property; and

(iii) any substance which is currently identified and scientifically proven to be hazardous to the environment, including persons or property and includes, without limiting the generality of the foregoing, the following:

(A) radioactive materials;

(B) explosives; and

(C) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that is detrimental to its use by man or by any animal, fish or plant.

(j) **"Joint Venture Committee"** has the meaning given in subsection 2.4(a) hereof;

(k) **"Joint Venture Interest"** has the meaning given in subsection 6.1(a) hereof;

(l) **"Lands"** means the lands legally described on Schedule "A" attached hereto;

(m) **"Municipal Authority"** means the municipal authority or authorities having jurisdiction over the Lands from time to time;

(n) **"Parties"** means, collectively, Harvest and 152 and **"Party"** means either of them, as the context may require;

(o) **"Permitted Encumbrances"** means the encumbrances listed on Schedule "C" attached hereto and any future charges, liens, encumbrances or mortgages approved by the Parties in connection with Joint Venture financing;

(p) **"Prime Rate"** means the variable annual interest rate, as announced from time to time, charged by TD Canada Trust at its main branch in Calgary to its most creditworthy and substantial customers on Canadian dollar demand commercial loans;

(q) **"Project Budget"** means the projected and estimated costs and duration of each of the planning, development, construction, marketing and sales phases of the Development including soft costs and contingency allowances and estimates of potential revenue;

(r) **"Project Manager"** means David McDonald of IPM or such other project manager approved by the Joint Venture Committee from time to time; and

(s) **"Units"** means the lots and units in the Development or particular phase thereof, as the context may require, created upon subdivision of the Lands to be sold to third parties.

1.2 Business Days

Where anything is required to be done under the Agreement on a day which is not a Business Day, then the date for such thing to be done shall be deemed to be done or performed on the next Business Day.

1.3 General Rules of Interpretation

Except as otherwise expressly provided or unless the context otherwise requires, the following provisions shall govern the interpretation of this Agreement:

(a) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular section, paragraph or clause;

(b) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(c) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Agreement;

(d) all references to sections, subsections or paragraphs refer, unless otherwise specified, to sections, subsections or paragraphs of this Agreement;

(e) the captions, headings and table of contents contained herein are for reference only and in no way affect this Agreement or its interpretation;

(f) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them;

(g) all references to federal and provincial statutes, regulations, codes and guidelines includes amendments to such statutes, regulations, codes and guidelines and successor and replacement legislation thereto unless otherwise stated to the contrary; and

(h) words describing persons shall include corporations.

1.4 Schedules

The following Schedules are attached to the Agreement:

Schedule "A"- Legal Description of the Lands;

Schedule "B" –Area Structure Plan.

ARTICLE 2
JOINT VENTURE

2.1 Formation of Joint Venture

The Parties do hereby form a joint venture to be known as the Heartland Industrial Park Joint Venture (the "**Joint Venture**") for the purposes set forth in Section 2.2 hereof, all subject to the terms and provisions of this Agreement.

2.2 Purposes of Joint Venture

The purpose of the Joint Venture shall be to complete the Development of the Lands in accordance with the Area Structure Plan and Project Budget resulting in the sale of the Units.

2.3 Nature of the Parties' Obligations

The obligations of the Parties shall be in every case separate and shall not be or be construed to be either joint or joint and several. Except as otherwise provided in this Agreement, neither Party shall have any authority to act for or to assume any obligations or responsibilities on behalf of the other Party. It is not the purpose or intention of this Agreement to create, nor shall this Agreement be construed as creating, any common law, partnership or other relationship whereby either Party shall be held liable for the acts, either by omission or commission, of the other Party. Each Party expressly disclaims any intention to create a partnership and covenants and agrees with the other Party that it will not, at any time, allege or claim that a relationship of partnership was or is created in relation to the Development or any portion thereof.

2.4 Joint Venture Committee

(a) The Parties shall establish a committee (the "**Joint Venture Committee**") for the purposes of approving, ratifying or amending the Area Structure Plan, Project Budget and all material aspects of the Development including financing, marketing, sale of the Units and expenditures greater than five thousand ($5,000.00) dollars and any other matters requiring approval pursuant to this Agreement including without limitation the appointment of the Project Manager and Accounting Advisors.

(b) The Joint Venture Committee shall be comprised of two (2) persons, one (1) of which shall be appointed by Harvest and one (1) of which shall be appointed by 152.

(c) A Party may replace any member of the Joint Venture Committee appointed by that Party upon written notice to the other Party.

(d) Any decisions of the Joint Venture Committee unless expressly stated otherwise in this Agreement, shall require the unanimous approval of the Joint Venture Committee.

(e) All decisions of the Joint Venture Committee shall be binding upon each Party without further action or ratification required on the part of either Party.

(f) Harvest shall maintain proper minutes of meetings, resolutions, and records with respect to the decisions of the Joint Venture Committee.

(g) A majority of the members of the Joint Venture Committee, or their respectively appointed proxies, must be present at a Joint Venture Committee meeting to constitute a quorum. At least five (5) Business Days prior written notice from any member of the Joint Venture Committee to all other members of the Joint Venture Committee shall be given in advance of each Joint Venture Committee meeting, including an agenda of the matters to be considered at the meeting. The business of the meeting shall be restricted to matters listed in the agenda unless all Parties entitled to attend the meeting agree otherwise. Members of the Joint Venture Committee may in any manner waive notice of a meeting. Every member of the Joint Venture Committee may appoint a proxy holder to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy.

(h) The Joint Venture Committee shall establish procedures respecting the funds provided by the Parties from time to time including, without limitation, the opening of appropriate bank accounts, the establishment of signing authorities for such bank accounts, the process by which expenses are submitted for reimbursement and the temporary investment of any unused portion of such financing.

ARTICLE 3
TERM OF AGREEMENT

3.1 Term

Subject to the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence upon the effective date hereof and shall remain in effect until the Development is completed and the last of the Units is sold to the public. Termination of this Agreement shall not relieve either Party from any liability nor deprive either Party of any right (contingent or otherwise) which has accrued or attached prior to such termination.

ARTICLE 4
LANDS

4.1 Ownership of the Lands

(a) As the Lands are transferred to Harvest and 152 pursuant to the Purchase and Sale Agreement, each of Harvest and 152 shall hold an undivided fifty (50%) percent co-ownership interest in the Lands or such portion thereof as is transferred by the Vendor from time to time and with respect to each such transfer, each of Harvest and 152 hereby declares that it will hold its interest in the Lands as nominee for and in trust for the Joint Venture and the Parties, in accordance with each Party's Joint Venture Interest.

(b) Each of Harvest and 152 shall be permitted to register a caveat against the Lands regarding its Joint Venture Interest in accordance with this Agreement. Each of Harvest and 152 covenants and agrees to promptly postpone or subordinate any caveat or other instrument registered hereunder as may be required in connection with any joint venture financing from time to time.

(c) Except in accordance with the terms of this Agreement, neither Party may unilaterally encumber or cause a lien to be placed on the Lands or its Joint Venture Interest without the prior written consent of the other Party which consent may be unreasonably withheld.

ARTICLE 5
DEVELOPMENT AND PROJECT BUDGET

5.1 Development

(a) It is the Parties intention that the Development be completed in accordance with the Area Structure Plan, Project Budget and any related documents and that the Development comply with any development controls and architectural design guidelines established by the Municipal Authority.

(b) The Joint Venture Committee will periodically review the Development and Project Budget having regard to the overall progression of the Development and changing market conditions.

(c) Both Parties agree that completion of the Development in accordance with the Project Budget is dependent on each of the three phases of the Development following the timelines set out in the Project Budget.

(d) Upon approval of the Project Budget or any amendment thereto by the Joint Venture Committee, each Party is deemed to have authorized the other Party to incur any expenditure or commitment provided in such Project Budget.

ARTICLE 6
JOINT VENTURE INTERESTS, CONTRIBUTIONS AND DISTRIBUTIONS

6.1 Undivided Interest

(a) Each Party shall own an undivided interest in the Joint Venture as follows:

Harvest:	*50%*
152:	*50%*

(individually a "**Joint Venture Interest**" and collectively, the "**Joint Venture Interests**"); and

(b) except as provided in this Agreement, no party shall transfer, sell, assign, mortgage or pledge all or any portion of its Joint Venture Interest except in accordance with the terms of this Agreement.

6.2 Contribution

Each Party has contributed the sum of two million three hundred and twenty two thousand seven hundred and thirty six dollars and sixty one cents ($2,322,736.61) to the Joint Venture which contribution represents each Party's interest in the Purchase and Sale Agreement and undivided fifty (50%) percent co-ownership interest in the Lands or any portion thereof from time to time.

6.3 Net Profit Distribution and Other Payments

(a) **Net Profit Distribution**

Net profits of the Joint Venture will be distributed between Harvest and 152 in accordance with their respective Joint Venture Interest. Net profits shall be determined by the Joint Venture's Accounting Advisors on a phase by phase basis on the basis of agreed Land costs and common cost allocations to each phase of the Development.

(b) **Interest on Overdue Accounts**

If any fee or other amount payable hereunder is not paid on the date on which such fee or other amount is due and payable hereunder, then such fee or other amount shall bear interest, calculated from the date when payment was due and payable up to and including the date when payment is made at Two (2%) percent above the Prime Rate, compounded monthly both before and after maturity, default and judgment.

6.4 <u>Expenses</u>

(a) Each Party shall be directly responsible for paying its portion (based upon such Party's Joint Venture Interest) of all costs and expenses attributable to the Purchase and Sale Agreement, the Lands and the Development (collectively, the "**Joint Venture Expenses**"), it being agreed that Joint Venture Expenses may only comprise those costs and expenses imposed by statute, law, by-law or regulation of a governmental body of competent jurisdiction, those imposed by a court of law or other judicial, administrative or governmental authority and those that are contained in the Project Budget or have otherwise been approved by the Joint Venture Committee hereunder.

(b) Subject to subsection 6.4(a), each Party may incur external costs and internal costs representing Joint Venture Expenses from time to time.

(c) Joint Venture Expenses incurred by a Party shall, if there are funds available in the Joint Venture for such purpose, be reimbursable to that Party on at least a monthly basis upon presentation by that Party to the Joint Venture Committee of invoices or other reasonable evidence relating to such Joint Venture Expenses.

(d) Joint Venture Expenses shall not include a Party's internal personnel costs of development, supervision, accounting or legal fees for the Joint Venture.

(e) Neither Party can incur an expense that is not contained in the Project Budget unless it has obtained the Joint Venture Committee's prior unanimous written approval.

6.5 <u>Indemnities</u>

(a) Each Party (the "**Indemnifying Party**") covenants and agrees with the other Party (the "**Indemnified Party**") to be responsible for the Indemnifying Party's portion of the Joint Venture Expenses incurred hereunder (the "**Liabilities**").

(b) Each Indemnifying Party shall at all times indemnify and save harmless the Indemnified Party from any and all Liabilities to the extent of that portion of all Liabilities which the Indemnified Party has incurred which is in excess of the Indemnified Party's portion of the Liabilities and which have been paid or discharged by such Indemnified Party but limited to the Indemnifying Party's unpaid portion of those Liabilities. Each Indemnifying Party shall reimburse, forthwith on demand, the Indemnified Party with respect to such portion.

(c) Each Indemnifying Party shall at all times indemnify and save harmless the Indemnified Party from any and all actions, proceedings, causes, claims, demands, costs, liability, damages and expenses of every nature or kind whatsoever arising out of the Indemnifying Party's separate debts, liabilities, obligations, duties, agreements, costs and expenses, whether present or future, and from any breach by the Indemnifying Party of any of its obligations and liabilities pursuant to this Agreement.

(d) The amount or amounts for which the Indemnifying Party indemnifies and saves harmless the Indemnified Party pursuant to this Section 6.5 shall be secured by the collateral charge against the Indemnifying Party's Joint Venture Interest granted pursuant to Section 6.7 hereof.

6.6 <u>Short Fall Loans</u>

(a) If a Party (the "**Non Advancing Party**") does not pay any amount required to be paid or advanced pursuant to any term or provision of this Agreement the other Party (the "**Contributing Party**") may advance, but shall not be required to advance all of any part of, the amount so payable or to be advanced by the Non Advancing Party for the purpose for which it is required and the Non Advancing Party shall reimburse the Contributing Party for such amount.

(b) If a Contributing Party pays or advances an amount on behalf of a Non Advancing Party hereunder or incurs an amount in respect of which it has been indemnified hereunder, such Contributing Party, in addition to any other right or remedy it may have pursuant to this Agreement, shall be entitled to give notice thereof to the Non Advancing Party, whereupon such amount shall be deemed to be a demand loan made by such Contributing Party to the Non Advancing Party which such Contributing Party has been irrevocably directed to pay and advance for and on behalf of the Non Advancing Party and which the Non Advancing Party hereby covenants and agrees to repay with interest at the rate herein provided, forthwith on demand. Such demand loan shall bear interest as between the Contributing Party and the Non Advancing Party at the rate specified in subsection 6.3(b) hereof and such demand loan, with interest thereon calculated as aforesaid, shall be secured by the collateral charge against the Non Advancing Party's Joint Venture Interest granted pursuant to Section 6.7 hereof.

(c) If the amount paid by a Contributing Party is for payment of an amount which is secured by the Lands, then, in addition to any other right of such Contributing Party, such Contributing Party shall be subrogated *pro tanto* to any security to which the payee of such amount may be entitled upon the Non Advancing Party's Joint Venture Interest or any other security to which such payee is entitled.

6.7 Collateral Charge

(a) Each Party hereby grants and assigns to the other Party a mortgage, pledge, assignment, security interest and charge of its Joint Venture Interest in favour of the other Party, which mortgage, pledge, assignment, security interest and charge shall and does hereby constitute security for the observance and performance of the liabilities and obligations hereunder of the Party granting the mortgage, pledge, assignment, security interest and charge and for the better securing of such mortgage, pledge, assignment, security interest and charge, each Party hereby mortgages and assigns all of its right, title and interest in its Joint Venture Interest.

(b) In addition, each Party agrees to grant and assign to the other Party a fixed and specific mortgage, pledge, assignment, security interest and charge in and to its Joint Venture Interest, in the principal amount of two million five hundred thousand ($2,500,000) dollars, which mortgage, pledge, assignment, security interest and charge shall and does hereby constitute security to the other Party for the observance and performance of the liabilities and obligations hereunder from time to time of the Party granting the mortgage, pledge, assignment, security interest and charge.

ARTICLE 7
POWERS AND DUTIES

7.1 Planning, Development, Construction, Marketing and Sales Services

Subject to Section 2.4, the Project Manager shall initiate, coordinate and complete the planning, development, construction and real estate marketing and sales stages of the Development (collectively, the "**Services**"). The Joint Venture Committee shall be responsible to oversee the Services of the Project Manager and shall be equally responsible for such Services. The Services shall include, without limitation:

(a) negotiating and executing agreements with architectural, engineering and other professional consultants, contractors and material suppliers necessary for the completion of the Development;

(b) with the assistance of the architect for the Development and the engineers for the Development, discussing and negotiating with the Municipal Authority and any other governmental authorities having jurisdiction over the Development or any portion thereof;

(c) obtaining all necessary consents, approvals and permits for each of the three phases of the Development;

(d) supervising and coordinating the preparation and completion of the design plans and working plans and specifications for the Development by the architect and engineers retained for the Development;

(e) with the assistance of the architect and engineers retained for the Development, supervising the suppliers and contractors retained for the construction of the Development;

(f) with the assistance of the architect, engineers and the cost consultant retained for the Development, if any, coordinating the regular draw down of funds payable to the general contractor and others for the construction of the Development in accordance with the respective agreements therefor;

(g) arranging for insurance coverage, as may from time to time be required with respect to the ownership and each stage of the Development;

(h) arrange for the Accounting Advisors to provide detailed accounting services in accordance with generally accepted accounting principles of all revenues, costs and expenses generated or incurred in connection with the Development and the use of borrowed funds and all funds otherwise received by the Joint Venture in connection with the Development;

(i) instituting and coordinating the prosecution and defense of legal actions affecting the Development (including, without limitation, proceedings involving builders' liens);

(j) supervising and coordinating the marketing and sales of the Units including, without limitation, the training of sales personnel, coordinating the creation and placement of sales advertisements in local newspapers, magazines and other sources and the preparation and filing of required disclosure documentation for each jurisdiction where the Development is to be marketed;

(k) monitoring and evaluating market conditions and market demands for the Development; and

(l) generally performing such acts and things as may be reasonably required for the completion of each stage of the Development.

7.2 Compliance with Laws

In performing the Services hereunder, the Parties will use reasonable efforts to ensure that the Project Manager at all times promptly observes, performs, executes and complies with all applicable laws, including without limiting the generality of the foregoing, those dealing with zoning, subdivision, building construction, builders' liens, public health and safety, and all private covenants and restrictions affecting the Development or any portion thereof.

7.3 Hazardous Substances

Each Party covenants and agrees with the other Party that:

(a) it will not bring or allow any Hazardous Substance to be brought onto the Lands or surrounding lands except in compliance with Environmental Law;

(b) it will comply at all times and require all those for whom it is in law responsible to comply at all times with Environmental Law;

(c) it will give notice to the other Party of the presence at any time during the completion of the Development of any Hazardous Substance on the Lands or surrounding lands together with such information concerning such Hazardous Substance and its presence on the Lands of which it is aware;

(d) it will give notice to the other Party of any occurrence which might give rise to a duty under Environmental Law with respect to the presence of any Hazardous Substance on the Lands or surrounding lands including, without limitation, notice of any discharge, release, leak, spill or escape into the environment of any Hazardous Substance at, to or from the Lands or surrounding lands;

(e) it will comply with any investigative, remedial or precautionary measures required under Environmental Law;

(f) it will protect, indemnify and save the other Party and its directors, officers, employees, agents, successors and assigns completely harmless from and against any Environmental Claim, directly or indirectly incurred, sustained or suffered by or asserted against the Party or its directors, officers, employees, agents, successors and assigns caused by or attributable to, either directly or indirectly, any act or omission by it or any person for whom it is in law responsible; and

(g) if either Party shall bring or create upon the Lands or surrounding lands any Hazardous Substance or shall cause there to be any Hazardous Substance upon the Lands or surrounding lands then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of such Party and shall not become the property of the Party or the Joint Venture notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Lands or surrounding lands and notwithstanding the expiry or earlier termination of this Agreement.

7.4 <u>Liability of Parties</u>

In exercising its powers and discharging its duties hereunder, each Party shall carry out its responsibilities in a proper and businesslike manner in accordance with standards employed by reputable developers for projects of similar size and quality as the Development. In addition, each Party shall at all times carry out its responsibilities in compliance with all Applicable Laws.

ARTICLE 8
DELAYS

8.1 <u>Unavoidable Delays</u>

Notwithstanding any other provision of this Agreement, if and whenever and to the extent that either Party shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder by reason of a circumstance beyond the reasonable control of that Party, which circumstances include, without limitation:

(a) strikes, work stoppages or other labour or industrial disturbances;

(b) being unable to obtain any material, service, utility or labour required to fulfil such obligations, after employment of reasonable commercial efforts to obtain same;

(c) acts, orders, legislation, regulations or directives of any government or other public authorities; and

(d) acts of God,

then the time for fulfillment of such condition and obligation shall be extended during the period in which such circumstance operates to prevent, delay or restrict fulfillment thereof.

ARTICLE 9
REPORTS, RECORDS AND AUDITS

9.1 Monthly Reports

Harvest shall be responsible for all of the accounting and reporting requirements for the Joint Venture and shall prepare and submit to the Joint Venture Committee, on a monthly basis, a detailed report on the status of activities relating to the Development, which report shall include, without limitation, detailed information with respect to the revenues, costs, expenses and cash flows to date along with a comparison to the Project Budget and any other matters of material importance to the Development.

9.2 Records

Harvest shall, on behalf of the Joint Venture, keep and make available to 152 such accounting and financial records, books, agreements, licenses, permits and other information, data or relevant documentation (collectively, the "**Records**") as will enable 152 to ascertain the state of accounts with respect to the Joint Venture. Harvest shall forward duplicate copies of all Records to 152 upon request. In connection with any Joint Venture Expenses incurred by 152, 152 shall provide all records, agreements and other information to Harvest as may be required by Harvest to perform its obligations hereunder.

9.3 Inspection/Audits of Records

152 and its accounting advisors shall have the right to inspect and/or audit all Records and any other matters pertaining to the Joint Venture. The costs of any such inspection or audit, as the case may be, shall be borne by 152.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES

10.1 Harvest Representations and Warranties

Harvest represents and warrants to 152 as follows and acknowledges that 152 is relying upon such representations and warranties in entering into this Agreement:

(a) it is duly incorporated under the laws of the Province of Alberta; and

(b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

10.2 152 Representations and Warranties

152 represents and warrants to Harvest as follows and acknowledges that Harvest is relying upon such representations and warranties in entering into this Agreement:

(a) it is duly incorporated under the laws of the Province of Alberta; and

(b) it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 11
EVENTS OF DEFAULT AND TERMINATION

11.1 Events of Default

The occurrence of any of the following events shall constitute an event of default ("**Event of Default**") hereunder on the part of a Party with respect to whom such event occurs (the "**Defaulter**"):

(a) The material default in the observance or performance of any covenant, agreement, term or condition herein on the part of a Party to be kept, observed and performed; or

(b) an order is made or an effective resolution is passed for the dissolution, liquidation or winding up of a Party; or

(c) a Party becomes insolvent or makes an assignment or bulk sale of its assets, or if a petition in bankruptcy is filed or presented against it; or

(d) a Party's Joint Venture Interest, or any portion thereof, is seized or attached in any way for the payment of any judgment or order; or

(e) proceedings are instituted in any jurisdiction for the dissolution or winding up of a Party; or

(f) a Party has made or purported to make a sale, transfer or assignment of all or any portion of its Joint Venture Interest in contravention of this Agreement; or

(g) additional securities of a Party are issued or a Party authorizes or permits the sale, assignment, pledge, transfer, encumbrance or disposition of any securities of the Party, thereby resulting in a change in control of that Party.

11.2 Right to Acquire

Upon the occurrence of an Event of Default by the Defaulter, the other Party (the "**Non-Defaulter**") shall have the right:

(a) to acquire the Joint Venture Interest of the Defaulter by written notice to the Defaulter within 10 days of becoming informed of the Event of Default;

(b) in the event the Parties are unable to mutually agree upon the fair market value of the Joint Venture Interest of the Defaulter within 30 days of the Non-Defaulter exercising its right to acquire the Joint Venture Interest of the Defaulter (the "**Option Date**"), each Party shall obtain their own appraisal from an appraiser who is a member of the Appraisal Institute of Canada and the purchase price shall be determined by taking the average of the two appraisals within 45 days of the Option Date;

(c) the closing of the purchase herein shall take place on the 30th day following the provision of the determination of the purchase price for the Joint Venture Interest of the Defaulter (the "**Closing Date**") and shall be conducted in accordance with customary commercial practice; upon completion of the sale and purchase contemplated herein, this Agreement shall terminate and the Joint Venture shall dissolve; and

(d) on the Closing Date, the Defaulter shall assign its interest in the Purchase and Sale Agreement and its co-ownership interest in the Lands to the Non-Defaulter free and clear of any charges, liens, encumbrances or mortgages except for Permitted Encumbrances.

11.3 Termination

(a) Provided that the Non-Defaulter has not exercised its right to acquire under Section 11.2, either Party may provide the other with at least 180 days prior written notice of its intent to terminate and dissolve the Joint Venture. In such event no new acquisitions shall take place but the Parties shall be bound to honour all obligations herein until the Lands have been disposed of and the proceeds or losses have been distributed in accordance with the terms of this Agreement.

(b) If notice is provided pursuant to subsection 11.3(a), the Parties shall actively consider and pursue the sale of the Lands either internally amongst themselves or to an outside purchaser. For the purposes of determining the purchase price for the Lands, subsection 11.2(b) shall apply as the context requires. If the Parties have not arranged for a sale of the Lands within 1 year of the said notice having been provided then the Parties shall execute all documents and take all steps necessary to list the

Lands for sale with a real estate brokerage agreeable to the Parties or, failing which, as determined pursuant to Section 12.1.

11.4 Buy/Sell Provision

(a) A Party (the "**Offeror**") shall have the right, at any time following the first anniversary of this Agreement if not in default, to deliver a notice (the "**Initiating Notice**") to the other Party (the "**Offeree**") containing an offer (a "**Purchase Offer**") to purchase the Offeree's Joint Venture Interest including for greater certainty the Offeree's interest in the Purchase and Sale Agreement and its co-ownership interest in the Lands. Each Initiating Notice shall also contain an offer (a "**Sale Offer**") to sell the Offeror's Joint Venture Interest to the Offeree at the same purchase price (adjusted to reflect any variation in the Joint Venture Interest of the Offeror and the Offeree) and upon the same terms and conditions as are contained in the Purchase Offer, mutatis mutandis.

(b) Each Purchase Offer and Sale Offer shall be for a purchase price which shall be payable in cash.

(c) The Offeree shall have the right to respond to the Initiating Notice within the 30 day period after its receipt (the "**Offer Period**") by accepting either the Sale Offer or the Purchase Offer by notice to the Offeror.

(d) If, within the Offer Period, the Offeree does not accept its Purchase Offer or its Sale Offer, the Offeree shall be deemed to have accepted its Purchase Offer effective on the last day of the Offer Period.

(e) The closing of any transaction contemplated in this Section 11.4 shall take place on the 30th day following the date (i) the Offeree accepts or is deemed to have accepted the Purchase Offer, or (ii) the Offeree accepts the Sale Offer and on such closing date, the Offeror or Offeree, as the case may be, shall assign its interest in the Purchase and Sale Agreement and its co-ownership interest in the Lands to the Non-Defaulter free and clear of any charges, liens, encumbrances or mortgages except for Permitted Encumbrances.

ARTICLE 12
PARTITION, SALE AND ADVERSE CLAIMS

12.1 Partition and Sale

The Parties covenant and agree not to make application to the Court of Queen's Bench under Part 3 of the *Law of Property Act* (Alberta) for the termination of the co ownership of the Lands, the intention being that the provisions of this Agreement shall govern the relationship of the Parties with respect to the Lands.

12.2 Notice of Adverse Claims

If a Party receives any notice, claim or document respecting the Lands which would adversely affect the Joint Venture Interest of either Party, it shall forthwith deliver a copy of any such notice, claim or document to the other Party.

ARTICLE 13
ARBITRATION

13.1 Arbitration

In the event that there is any dispute between the Parties to this Agreement on any matter not specifically covered by this Agreement or on any matter concerning the interpretation or application of the terms of this Agreement, the dispute shall be submitted to and settled by arbitration by a single arbitrator appointed by the parties or, if the Parties fail to agree with the arbitrator, by a single arbitrator appointed by a Judge of the Court of Queen's Bench of Alberta, upon the application of any of the parties to the dispute. The award of the arbitrator shall be final and binding and there shall be no appeal therefrom. The arbitration shall be otherwise conducted in accordance with the *Arbitration Act* of the Province of Alberta.

ARTICLE 14
GENERAL

14.1 Notices

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, transmittal by facsimile transmission or email, addressed to the respective parties as follows:

To Harvest: 4, 4002 – 9 Ave, North
Lethbridge Alberta T1H 6T8
Fax: (403)____________

To 152: 11610 – 151 Street
Edmonton Alberta T5M 4E9
Fax: (780) ____________

or to such other address or facsimile number or email address as any party may from time to time notify to the other party in accordance with this Section 14.1. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and if made or given by facsimile transmission, shall be conclusively deemed to have been given on the first Business Day following the transmission thereof. Any demand, notice or communication made or given by a party's solicitors shall be conclusively deemed to have been made or given by the respective party.

14.2 Competition

In view of the exclusive and limited purposes of this Agreement, nothing herein shall be deemed to restrict in any way the freedom of either Party to conduct any business or activity whatsoever (including the acquisition, development, leasing, sale, operation and management of any real property) without any accountability to the other Party even if such activity or business may compete with the Development of the Lands. Each Party shall have the absolute right to engage in any other businesses and other ventures for its own individual profit. Neither Party, by reason of this Agreement only, shall have any interest in any other property owned by the other Party or any interest in any other business or venture engaged in by the other Party.

14.3 Activities

Subject to the express terms of this Agreement, each Party shall have the right to conduct its own business separate and apart from the activities of the Joint Venture.

14.4 Good Faith

Each Party shall at all times act in good faith and in a fair and equitable manner toward the other Party in connection with the Joint Venture.

14.5 Confidential Information

Except with the prior written consent of the other Party or as required to give effect to this Agreement, no Party shall directly or indirectly disclose to any person, except to duly authorized officers, auditors, shareholders, employees and duly authorized representatives of the Party entitled thereto, the confidential terms of this Agreement or the Joint Venture, provided that nothing contained herein shall prevent any Party at any time from furnishing information to any governmental agency or regulatory authority or to the public, if required by Applicable Laws. Each Party shall advise each other in advance of any public disclosure that it proposes to make.

14.6 Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

14.7 Further Assurances

Subject to the terms of this Agreement, the Parties shall from time to time, and at all times hereafter, without further consideration, do and perform all such further acts and things and execute and deliver all such further agreements, assurances, assignments, conveyances, notices, instruments, deeds and documents as may reasonably be required to more fully assure the carrying out of the intent and purpose of this Agreement.

14.8 Waiver

No waiver by either Party of any breach of any of the covenants, provisions, conditions, restrictions or stipulations herein contained shall be effective or binding upon that Party unless the same be expressed in writing and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect its rights with respect to any other or future breach.

14.9 Time of Essence

Time shall be of the essence of this Agreement except as specifically provided otherwise.

14.10 Amendment

No amendment or variation of the provisions of this Agreement shall be effective unless approved in writing by the Parties.

14.11 Assignment

Neither Party hereto shall assign this Agreement or any interest therein without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld or delayed.

14.12 Enurement

Subject to section 13.10 hereof, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

14.13 Accounting Principles

Except as specifically provided otherwise in this Agreement, all calculations referred to herein shall be made in accordance with generally accepted accounting principles and practices applicable to the real estate development industry and applied on a consistent basis.

14.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the Courts of the Province of Alberta for the interpretation and enforcement hereof.

14.15 Severability

If any one or more of the provisions of this Agreement are found to be void or unenforceable for any reason, such provision or provisions, as the case may be, shall be considered at such time to be deleted from this Agreement, and this Agreement shall continue in full force and effect as if such provision or provisions were never part of this Agreement.

14.16 <u>Counterpart</u>

This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Any counterpart of this Agreement may be executed and delivered by facsimile transmission or email in PDF format and if so delivered shall be deemed to be an original document and be binding on the parties as if the documents transmitted were original executed documents. Any party providing its signature in such manner shall promptly forward and in any event within three (3) Business Days of such transmission shall forward to the other party an original of the signed copy of the counterpart this Agreement which was so delivered.

IN WITNESS WHEREOF each Party has duly executed this Agreement as evidenced by its properly authorized officer in that behalf as of the date first above written.

HARVEST GROUP GP CORPORATION
as general partner of Harvest Group Limited Partnership

Per: ______________________________
Ron Aitkens, Authorized Signatory

1526610 ALBERTA LTD.

Per: ______________________________
Peter Wall, Authorized Signatory

14.16 Counterpart

This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Any counterpart of this Agreement may be executed and delivered by facsimile transmission or email in PDF format and if so delivered shall be deemed to be an original document and be binding on the parties as if the documents transmitted were original executed documents. Any party providing its signature in such manner shall promptly forward and in any event within three (3) Business Days of such transmission shall forward to the other party an original of the signed copy of the counterpart this Agreement which was so delivered.

IN WITNESS WHEREOF each Party has duly executed this Agreement as evidenced by its properly authorized officer in that behalf as of the date first above written.

HARVEST GROUP GP CORPORATION
as general partner of Harvest Group Limited Partnership

Per: ______________________________
Ron Aitkens, Authorized Signatory

1526610 ALBERTA LTD.

Per: ______________________________
Peter Wall, Authorized Signatory

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

Plan 7921548
Block B
Excepting Thereout All Mines and Minerals
Area: 53.5 Hectares (132.2 Acres) More or Less

SCHEDULE "B"

AREA STRUCTURE PLAN

1. INTRODUCTION AND CURRENT CONDITIONS

1.1 PURPOSE

The Heartland Leduc Industrial Park Area Structure Plan (ASP) will serve to guide the development planning including rezoning and subdivision and the concept technical works required for the completion of this proposed industrial development.

This ASP identifies the general land use framework and guidelines relating to the:

- Proposed industrial development areas;
- Transportation network within this ASP;
- Conceptual servicing scheme;
- Environmental features;
- Implementation and staging of development.

The surrounding land uses and the relationship of this proposed development with these existing lands have been considered and addressed as well as the existing infrastructure in the area. Discussions with the City of Leduc have been completed to address the initial requirements and to develop the rationale for proceeding with this ASP.

1.2 LEGAL DESCRIPTION AND LOCATION

The subject site of the Area Structure Plan is in the City of Leduc and can be seen in Figure 1.

The roughly rectangular area comprises approximately 53.8 hectares (133 acres) in Block B and 53.5 hectares (132 acres) in Block A as shown on the legal description plan included as Figure 2 done by Wedler Engineering. The legal description is Plan Number 792 1548, Section 36, Township 49, Range 25, west of 4th Meridian (Block B), east of 4th Meridian (Block A).

The land within this ASP is bounded by 65th Avenue to the north and by Telford Lake to the south. It is south east of Edmonton International Airport.

1.3 LAND OWNERSHIP

The subject property of Block A is held under Certificate of Title Number 962-297-494 in the name of Kevin James Gaetz and Block B is held under Certificate of Title Number 092-379-318 in the name of 1330075 Alberta Ltd.

The land title certificates can be seen in Appendix A.

1.4 EXISTING LAND USE

The existing land of the subject property consists of unused farmland.

An aerial photograph showing the existing land can be seen in Figure 3.

1.5 EXISTING LAND USE OF SURROUNDING AREAS

The land use of the surrounding areas is as follows:

- North side – Farmland.
- West side – Already disturbed land (previously farmland).
- South side – Telford Lake.
- East side – Pasture.

The existing land of the surrounding areas can also be seen in Figure 3.

1.6 SITE CONDITIONS

The ASP area is mainly inactive farmland with some treed areas. The topography is relatively level with some long gentle slopes. The majority of the site slopes towards a low area in the north section which has a natural drainage course that flows east. The natural channel, which is protected by a blanket right-of-way in favour of the City of Leduc, flows to the east towards Saunders Lake. The south-most portion of the site tends to naturally drain into Telford Lake to the south.

There is a high pressure gas pipeline right-of-way running east to west through the central portion of the site. Also, there is a transmission line right-of-way through the southern portion of the site, just to the north of Telford Lake.

1.7 OTHER LANDS

The City of Leduc has directed the inclusion of Block A, which is the 53 hectare parcel immediately to the east within this ASP. While we have addressed the potential layout and servicing of these lands, detailed studies and analysis of this parcel is not included. This ASP has been developed to be compliant with current adjacent development plans and the potential development planning of this Block A.

2. DEVELOPMENT CONCEPT

2.1 OBJECTIVES

The Heartland Leduc Industrial Park Area Structure Plan provides an overall framework for the development of the subject site while mitigating any potential development issues and providing additional infrastructure and amenities for use by, and benefit to, the existing community.

The intent of this ASP is to obtain approval for Phase 1 (see Figure 8) with approval for Phase 2 and Phase 3 subject to revisions as required for compliance to the Telford Lake Master Plan. This will provide an opportunity for the development to proceed in the areas which will have no impact on Telford Lake.

2.2 POLICIES AND STANDARDS

2.2.1 City of Leduc Municipal Development Plan

The City of Leduc Municipal Development Plan (MDP) was adopted in 2005 by Bylaw 625.2006. The MDP states that the Plan is the foundation for all other planning policies, including the Land Use Bylaw, Area Structure Plans, and Area Redevelopment Plans.

The subject land of this ASP is designated in Leduc's MDP Future Land Use Plan as "Industrial Reserve". In the MDP the City of Leduc recognizes the expected continual growth in industrial developments while also attempting to promote the goal of a 60:40 ratio of residential: industrial/commercial.

The ASP land can be seen on the City of Leduc's Future Land Use Plan Map in Figure 4.

2.2.2 City of Leduc Land Use Bylaw 516-2002, As Amended

The subject land of this ASP is currently designated as U-R – Agriculture – Urban Reserve in the City of Leduc Land Use Bylaw. The proposed land use districts for this land are a mixture of:

- M-1 – Light Industrial District
- M-2 – Medium Industrial District

The Proposed Site Plan can be seen in Figure 5.

2.2.3 City of Leduc Minimum Engineering Design Standards

The City of Leduc Minimum Engineering Design Standards manual, dated April 2006, outlines requirements and standards for the development of land and services within the City of Leduc. This manual provides information on items including procedures, roadways, lot grading, utility trenches, water distribution systems, sanitary sewage systems, and storm drainage systems.

This ASP acknowledges the requirements and standards of the procedure and design standards for the Design Manual.

2.2.4 Airport Vicinity Protection Area (AVPA) Regulation

The Edmonton International Airport Vicinity Protection Area Regulation is a provincial regulation that was adopted to ensure that land uses near the airport are compatible with both the existing and future airport plans. The AVPA provides measures to mitigate noise impacts and protect airport operations.

The specific restrictions in the AVPA Regulation include but are not limited to the following:

- Anything which will produce emissions, exterior lighting, etc. that may decrease visibility;
- Anything with operations, machinery, etc. that may affect airport radio communications;
- Anything that may be affected by airport noise;
- Anything that may attract birds (including accumulations of water/material edible by birds).

The Noise Exposure Forecast (NEF) system is used to predict the annoyances and effects from airport and aircraft noise in order to forecast appropriate land uses nearby.

The subject land of this ASP falls in the NEF areas of 30 to 35.

The Edmonton International Airport Vicinity Protection Area Regulation, Alberta Regulation 55/2006 can be seen in Appendix B.

2.3 PUBLIC CONSULTATION

The Developer is prepared to hold any public information meetings as deemed necessary by the City of Leduc.

2.4 LAND USE

The policies as outlined in Section 2.2 of this report direct the form and type of development within the land in this ASP. A proposed site plan has been developed in consideration of these policies and anticipated benefiting development demands.

This area is currently identified in Leduc's MDP Future Land Use Plan as "Industrial Reserve". In accordance with this, the proposed land use is mixed M-1 – Light Industrial District and M-2 – Medium Industrial District. The subject site has 23 proposed industrial lots and the development statistics have projected employment of approximately 5400.

The proposed industrial lots and corresponding land use areas can be seen on the Site Plan in Figure 5.

2.4.1 M-1 – INDUSTRIAL – Light Industrial District

The City of Leduc Land Use Bylaw states that the general purpose of this District is to accommodate light industrial uses with activity mainly indoors.

The City of Leduc Land Use Bylaw for the permitted and allowed discretionary uses and other regulations for the M-1 – Light Industrial District can be seen in Appendix C.

2.4.2 M-2 – INDUSTRIAL – Medium Industrial District

The City of Leduc Land Use Bylaw states that the general purpose of this District is to accommodate indoor and outdoor industrial uses that do not cause any objectionable or dangerous conditions beyond the site boundary. This District will be separated from commercial and residential district by the M-1 – Light Industrial Districts.

The City of Leduc Land Use Bylaw for the permitted and allowed discretionary uses and other regulations for the M-2 – Medium Industrial District can be seen in Appendix C.

2.4.3 Proposed Site Land Use

Figure 5 shows the preliminary areas identified for land use M-1 and M-2. Lot 23 is the only lot to allow for land use M-2 and it is anticipated to contain a concrete batch and precast plant. Lot 23 has been specifically identified within this proposed layout to establish a known lot buffer around the proposed plant site as well as separation to the water course. This configuration has been developed to allow this M-2 area to be accommodating with the surrounding M-1 areas.

Screen fencing as approved by the City will be required for the proposed concrete plant. Figure 6 shows the proposed layout of the concrete plant.

A report prepared by Active Earth Engineering Ltd. addresses the best management practices for the concrete producing plant and can be seen in Appendix H.

A report being undertaken by the City of Leduc on eco-industrial land uses adjacent to Telford Lake and preferred transitional land uses will be completed in 2010. The findings of the report may result in a Land Use Overlay of the ASP area. Due to the sensitivity of Telford Lake, the City may require specific Architectural Controls for the lots in the vicinity of the Lake.

The proposed land uses of Block B can be seen in the following table:

Block B Zoning Legend	
Land Use	**Area (ha)**
Gross Area	53.8
Developable Area	53.03
M-1 Zoning	35.15
M-2 Zoning	2.72
PUL Land	2.78
MR Land	5.303
ER Land	0.77
Road Widening	0.44

The suggested land uses of Block A can be seen in the following table:

Block A Zoning Legend	
Land Use	**Area (ha)**
Gross Area	53.5
Developable Area	52.85
M-1 Zoning	38.98
PUL Land	2.72
MR Land	5.285
ER Land	0.65
Road Widening	1.41

2.4.4 Planned Land Use of Adjacent Areas

The lands surrounding the subject ASP land will be non-residential.

There does not appear to be any land development currently planned to the direct north of the ASP site. Also, the land directly north is not currently within the service area as per the City of Leduc's Future Sewer Servicing Concept.

The lands to the northwest of the ASP site are proposed to be developed for industrial and commercial uses under the ASP in place. The land uses are mixed M-1 and M-2 Industrial Districts.

The site to the immediate west of the ASP land is proposed to be developed for light industrial and business uses under the Outline Plan in place. The lands to the west are currently zoned U-R. It is proposed to be rezoned by the City to M-1 in the future.

This ASP addresses the potential development planning of Block A, detail studies and analysis may be required at the actual time of development. This may be accomplished with an outline plan. Conceptual layout, road network, and servicing are addressed for this land in this ASP.

The development plans of the future surrounding sites to the east, west, and northwest can be seen in Figures 5, 7, and 8 respectively.

2.5 DEVELOPMENT STAGING

The staging of the ASP land development will consist of three phases. The three stages will advance from the north of the site to the south by Telford Lake. The first stage, located adjacent to 65th Avenue, will encompass the lands that are proposed to develop in the immediate future. The second stage will be the transitional zone between the standard industrial development of the first stage and the "lakeside industrial" zone which will be adjacent to Telford Lake. The third stage will encompass the lands adjacent to Telford Lake, which are expected to have different land use regulations in place in early 2010 in order to protect the environmental integrity of Telford Lake. It is understood that the ASP will be required to meet any land use regulations or policies that result from the research work currently being conducted by the City of Leduc. It is also understood that following the release of the new land use regulations an ASP amendment must be completed prior to any new Plans of Subdivision being approved by the City of Leduc, regardless of the Stage of Development that the Plan of Subdivision is in.

A Conceptual Staging Plan can be seen in Figure 8.

3. TRANSPORTATON AND CIRCULATION

3.1 ACCESS AND EXTERNAL ROADWAY SYSTEM

The development ASP provides one roadway site access onto 65th Avenue. This proposed site access and corresponding site layout is in accordance with the Transportation Study Update (2006 to 2016) Final Report by ISL dated June, 2009 and the Functional Plan by McElhanney Consulting Services Ltd. The major affect of these documents on the ASP site area is the realignment of RR250 along with the elimination of direct access south of 65th Avenue within the ASP lands.

We note that the Functional Plan essentially maintains the RR250 alignment as per the Transportation Plan Update. This ASP area is identified for development within this Plan as per Exhibits 2.7 and 2.12. The corresponding congestion level is "good" as per Exhibit 4.7 for 65th Avenue at the maximum analyzed build out of 40,000 Traffic. However, we are actually proposing to construct the additional access road to 65th Avenue as shown in Exhibit 5.1, Long Term Network, between the existing right-of-way to the west and RR 250 to the east. This will only improve the already good rated congestion level and the proposed intersection location is near centered, slightly favoring the east side which is preferable for a little additional space from the major intersection at RR 250.

The site access and site development complies with the Transportation Master Plan 2006-2016 Long Term Network and the Functional Plan. The relevant exhibits and plans are included in Appendix I. The planned cross section for RR 250 can be seen in Figure 16.

Williams Engineering previously completed a Traffic Impact Assessment (TIA) for the site which is included in Appendix J. While this report acknowledges the Transportation Master Plan, it addresses the road network "as is" due to the Transportation Plan updates not being complete at the time of the TIA report completion. As this development is compliant with the Master and Functional Plans, the relevancy of the report is mainly to address intersection improvements for the site access onto 65th Avenue. Accordingly, the report recommends the intersection be a Type IVd to accommodate full build out in 2034. While the upgrades are identified based on the existing road network, the Williams TIA report indicate this intersection level of service is conservative.

We suggest that the Type IVd intersection be utilized as per the Williams report in concept as the benchmark for upgrades, but the level of service required and the corresponding amount of construction and potential timing of this construction be reviewed at detailed design stage. It may be viable to complete interim access improvements which will satisfy the current proposed development in consideration of the existing road network while ensuring that possible future additional upgrades are secured. These future upgrades can then be done with the confidence of being compatible with the new RR 250 alignment and connection network improvements.

An 11 metre road widening is required along the north ASP boundary. We understand the upgrade of 65th Avenue is to be completed by the City of Leduc and the City will establish the corresponding Offsite Levy Charges payable by this development.

The Outline Plan for the NW ¼ Section 36-49-25 prepared by gpec Consulting Ltd. can be seen in Figure 7.

3.2 INTERNAL ROADWAY SYSTEM

The internal roads will be designated as standard local and collector rural industrial roads with 30.0 metre and 32.0 metre right-of-ways as per the City of Leduc and shown in Figure 16. 57th Avenue and the main entrance road are designated as rural collector roads.

The natural trees and vegetation will be protected by easement or restrictive covenant. These tree protection areas can be seen on Figure 5

The east-west roads have been proposed and will also be designed taking the expected future developments to the direct east and west of the subject site into account. There will be special crossings at existing gas and power right-of-ways. These roadways can be connected through to the future neighbouring sites. The internal roadway system can be seen on Figure 9. While we have shown an optional north-south road adjacent to the Melcor Development property, this roadway may be eliminated if not agreeable to this property's owners.

The internal network of roadways will lead to all of the industrial lot entrances; no individual properties will be accessed off 65th Avenue. All internal roads will be designed and constructed to the City of Leduc Minimum Engineering Standards and the geotechnical recommendations. The cross sections of the internal roads can be seen in Figure 16.

4. <u>SERVICES</u>

4.1 GENERAL

Services to the ASP lands for water, sanitary, and storm, as well as shallow utilities will be by way of connection to existing utilities on the west of the lands. A detailed servicing brief, to be reviewed by the City, shall be undertaken prior to doing any detailed engineering design drawings.

4.2 WATER SUPPLY AND DISTRIBUTION

The water supply for the Heartland Leduc Industrial Park will be from the City of Leduc's existing municipal water system. The existing 400mm diameter water pipeline sits near the intersection of 65th Avenue and 43rd Street and will be extended to the project site farther east on 65th Avenue. The extension of the existing water service can be seen in Figure 10.

All watermain piping is to comply with the City's water network modeling. The proposed onsite water network, which can be seen in Figure 11, is appropriately sized to provide fire flow demands and service to each of the individual properties on the industrial park. The preliminary sizes shown are to be confirmed at detail design. The City of Leduc will be performing the overall water network analysis for this area to determine water main sizes and where trunk lines should go. All water works will be completed to the City of Leduc's standards.

4.3 SANITARY SEWER SYSTEM

The City of Leduc has provided the planned service catchment boundary of this sanitary sewer and it is shown on Figure 12.

This catchment boundary has been established based on the capacity of the existing 450mm diameter sanitary sewer main located on 44th Street to the northwest of the ASP lands. The option for the sanitary mainline extension to the site is shown in Figure 10.

The sanitary mainline extension choice has been previously established with the City of Leduc's consultation. We understand from the City that this alignment does not encounter any known pipelines or oil wells. There will likely be a requirement for additional right-of-way or working easements due to the depth of cut and the right-of-way width off of 43rd Street. Preliminary review indicates cuts in the magnitude of 9 metres.

Final sizing of the sanitary sewer extension will also be confirmed at detail design stage. The maximum allowable sewer capacity for the subject property will be set as requested by the City of Leduc Engineering Department.

The onsite sewer will also be appropriately sized and connected to the system on 65th Avenue and can be seen in Figure 13. The preliminary sizes shown are to be confirmed at detail design.

All sanitary sewer works will be completed to the City of Leduc's standards. Review of the gravity service area available should also be completed and the need for pump stations, if any, be identified.

4.4 STORM WATER MANAGEMENT SYSTEM

The majority of the drainage is proposed to flow by pipe and grading from the industrial sites to a storm water management pond located in the northwest quadrant of the ASP land. The Storm Water Management Model (SWMM) will be utilized as it is the preferred computer model of the City of Leduc. The City of Leduc's suggested runoff parameters and storm drainage system guidelines as stated in the Engineering Design Standards are all being considered. Preliminary storm water modeling has given an approximate storm water management pond volume of 30,000 m^3; the sizing will be confirmed at detail design.

The planned storm water management pond will be a shared pond with the developing site to the direct west. The ASP site will have an appropriate portion of the shared storm water management pond located on the ASP land sized to suit its own required storage volume. The storm pond facility is also able to provide storage for the half of the 65th Avenue right-of-way along the property. The development to the west will also have the remaining part of the pond sized to hold its own required storage volume. The large storm water management pond with controls will achieve the mandatory criteria and will also provide an amenity for the development. The outflow of the storm water management pond located on the ASP site will be sized appropriately to control the necessary flow of the entire shared pond including the storm water from both sites and to maintain the pre-development conditions to the east.

As the possible future development to the direct east of the ASP lands has also been considered throughout this proposed design, it should be noted that it will be able to meet the City of Leduc's preferences for storm water management facilities on its own. The City of Leduc Minimum Engineering Design Standards state that *it is preferred that only one or two storage facilities be used to handle storm runoff from about 65 ha* and that *a storage facility shall handle the runoff from a minimum area of about 30 ha* and the site to the east appears to fit into these guidelines, with a land area of approximately 53 hectares. Detailed analysis will be completed at the design stage to confirm these parameters and the corresponding final pond arrangement.

The proposed onsite storm water network, which can be seen in Figure 14, will be appropriately sized to transport storm water services from the internal roadways and each of the individual properties on the industrial park to the storm water management pond.

The Southern portion of the land naturally drains to Telford Lake and will not flow to the storm water management facility. This land area however, will be included in the storm water calculations of the management facility. While this will address the overall site storm water management, specific facilities for Stage 3 of Block B will be mandatory to ensure an acceptable level of treatment is achieved before the storm water is discharged into Telford Lake. Options for storm water management for the lots in Stage 3 of Block B will be considered by the City. Options may include one storm water management pond for all Stage 3 or ditch at the rear of lots within Stage 3 which may require cross-easement agreements between the owners of the lots. An Environmental Consultant will be utilized at the design stage to confirm this and any facility will be approved by the City of Leduc to ensure the safety and sensitivity of Telford Lake.

All storm water management systems will be designed and constructed to the City of Leduc's standards. The preliminary sizes shown are to be confirmed at detail design.

Complete details of the storm water management pond, storm piping (if required), and corresponding service areas will all be included at the design stage.

4.5 SHALLOW UTILITIES

Sub-consultant A.D. Williams will be confirming power supply, telephone, and cable with the appropriate utility companies. There are existing gas and transmission utility right-of-ways on the Lands.

4.6 BENEFITING SERVICING WORKS

There are servicing works, namely sanitary sewer and water main that require offsite extension to service the ASP lands (seen in Figure 10). Future planned developments will benefit directly from these offsite works and should contribute to the offsite costs. The City will endeavor to assist the developer within the ASP area in collecting costs associated with over sizing from the owners of benefitting lands as the benefitting lands are developed.

5. <u>OTHER ASSESSMENTS</u>

5.1 ENVIRONMENTAL

5.1.1 Site Assessment

A Phase 1 Environmental Site Assessment has been completed for the ASP lands. The report was done by Hoggan Engineering & Testing (1980) Ltd. and they did not find any further environmental assessments to be necessary as there were not any significant environmental concerns found. A full copy of the Phase 1 Environmental Report can be seen in Appendix D.

5.1.2 Environmentally Sensitive Areas

In accordance with the MGA, a minimum of 6.0m of land is required to be dedicated as Environmental Reserve (ER) land along the shoreline of Telford Lake. A setback of 16m, which far exceeds the required minimum, is being proposed as ER land along Telford Lake for Block B the subject property. This creates an area of 0.77ha of ER land. Following this same setback on Block A, the suggested area of ER land would be 0.65ha.

While this is compliant with the preliminary information provided to area stake holders, it is understood that this area will be revised, if required, in conjunction with the final Telford Lake Master Plan.

5.1.3 Municipal Reserve Lands

Municipal reserve (MR) lands are commonly set at 10%, as is proposed in the ASP subject property. The total area of approximately 53.8ha for Block B less the 0.77ha of ER land (as explained in Section 5.1.2) leaves a net developable area of 53.03ha. Therefore, 5.303ha will be dedicated as MR land for Block B. The total area of approximately 53.5ha for Block A less the suggested 0.65ha of ER land (as suggested in Section 5.1.2) leaves a net developable area of 52.85ha. Therefore, 5.285ha is suggested to be dedicated as MR land for Block A. An overview of the MR and ER land with an aerial underneath can be seen in Figure 15.

The developer will retain a qualified Environmental Consultant to assist in this process, as required, and also to provide recommendations for the storm water discharge to Telford Lake.

5.2 GEOTECHNICAL

A site detailed Geotechnical Report has been completed by Geo Media Engineering Ltd. and it did not yield any concerns. The field investigations, testing results, site conditions, and recommendations are outlined in the report. A full copy of the site detailed GeoMedia Geotechnical Report can be seen in Appendix E.

5.3 WELL SITES AND PIPELINES

It is noted in the Phase 1 Environmental Site Assessment that the Alberta Utilities Board had indications of two test holes on the study area, but no wells were ever installed.

There is a high pressure gas pipeline right-of-way running east to west through the central portion of the site. AltaGas Utilities has advised of the location and details of the high pressure gas pipeline in their Utilities Record. Detailed site development will respect all the necessary precautions and construction regulations and appropriate permits and approvals will be obtained. A restrictive covenant will have to be registered against the title to any lands that have the right-of-way on it identifying the development restrictions.

The Energy Resources Conservation Board (ERCB) was contacted for information on restrictions for development over the high pressure gas pipeline. An ERCB representative instructed that no permanent structures are to be installed on a pipeline right-of-way. They also advised that the applicable ground disturbance regulations must be considered. Anyone creating a ground disturbance *in the pipeline right-of-way* must get written permission from the pipeline owner prior to conducting the ground disturbance. Additionally, they must notify the pipeline owner if doing ground disturbance within 30 metres of the pipeline, which could easily be outside of the designated right-of-way. Ground disturbance may be conducted up to the right-of-way without written permission as long as the pipeline owner is notified of the work and has the opportunity to first come out and mark the location of their line.

The AltaGas Utilities Record on the high pressure gas pipeline and the email response from the ERCB can be seen in Appendix F.

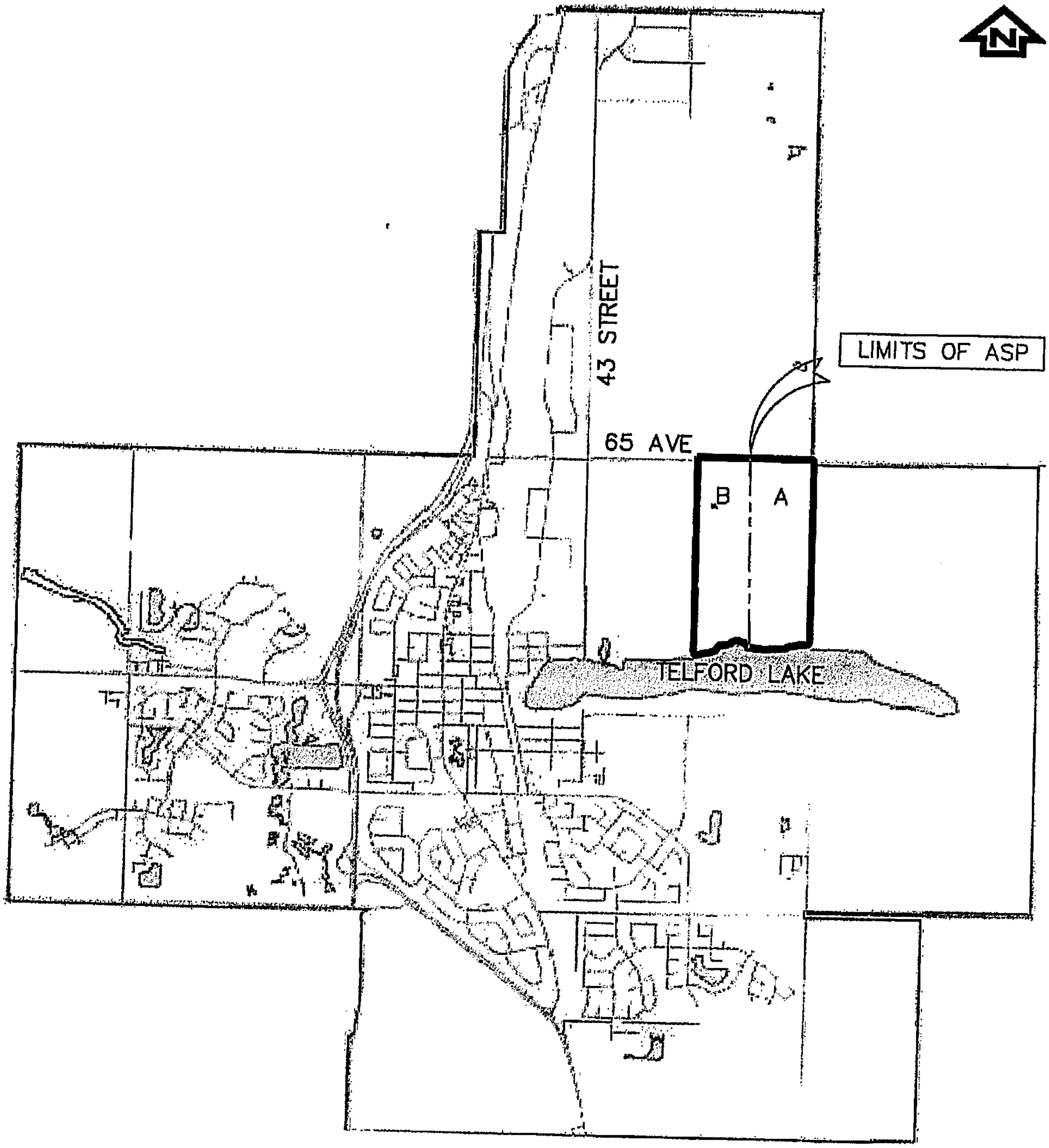
Also, as is noted in the Environmental Phase 1 Report, there is a transmission line right-of-way through the southern portion of the site, just to the north of Telford Lake.

Both of the above-mentioned right-of-ways are identified on the ASP's proposed site plan.

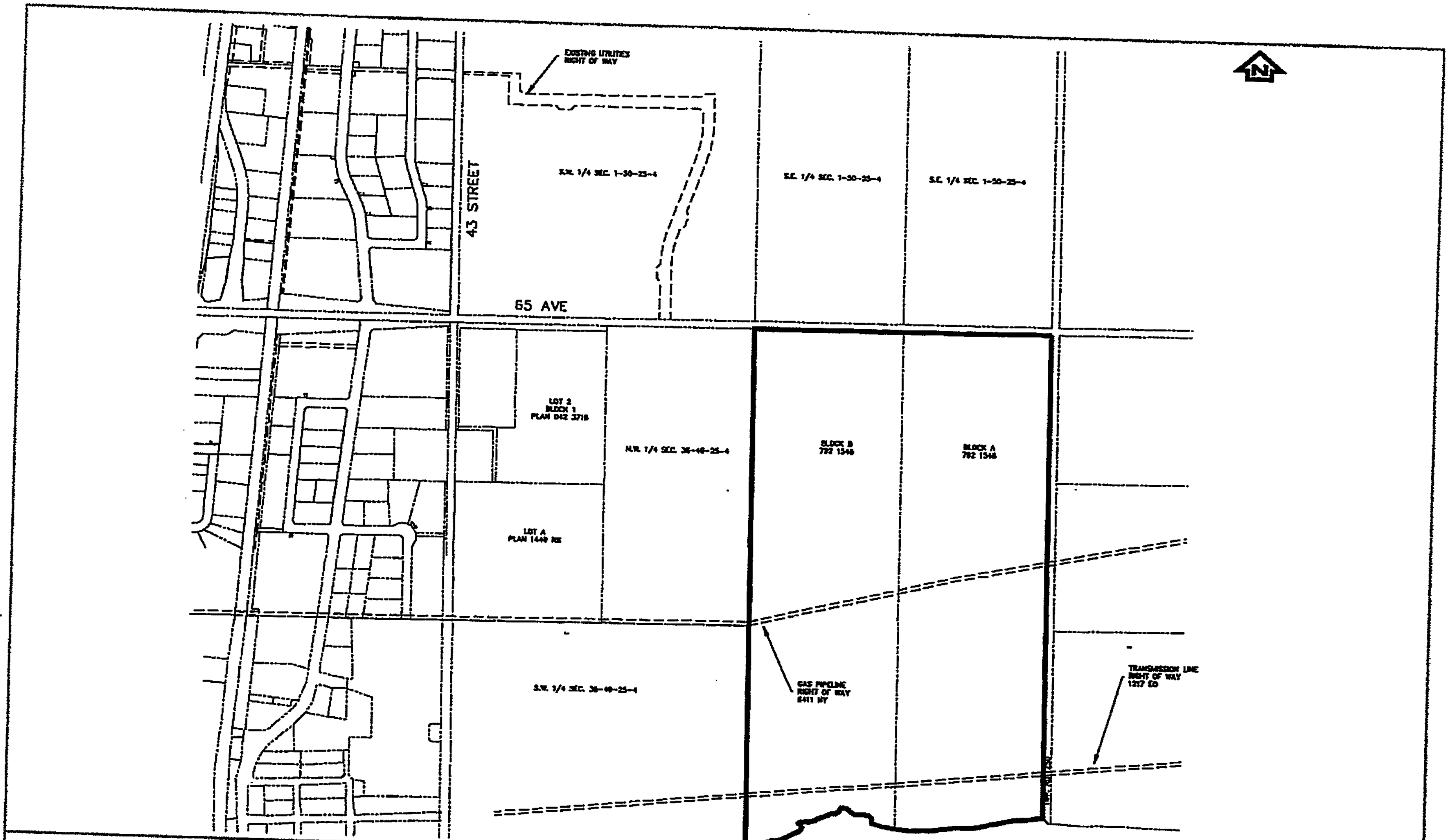
5.4 HISTORICAL/ARCHAEOLOGICAL RESOURCES

The Historical Resources Management Branch of Alberta Culture and Community Spirit (formerly referred to as Alberta Community Development) was contacted requesting any advice on whether there are any significant historical/archaeological concerns with land development in the ASP area. A Land Use Planner from the Historic Resources Management Branch confirmed that there are not any concerns as there are no previously recorded historic resource sites that will be impacted by development in this area. There is also land disturbance in the general area and such sites are not expected to be encountered.

The email response from The Historical Resources Management Branch of Alberta Culture and Community Spirit can be seen in Appendix G. As per their email response, a Historic Resources Impact Assessment is not required.



DESIGN GWD	WEDLER ENGINEERING	IPM DEVELOPMENTS
DRAWN CTW		LEDUC, ALBERTA
CHECKED		C08-4444/A-R1
DATE		FIGURE No. 1
SCALE 1:7500		LIMITS OF ASP



DESIGN	GWD
DRAWN	CTW
HORZ. SCALE	1:10000
VERT. SCALE	

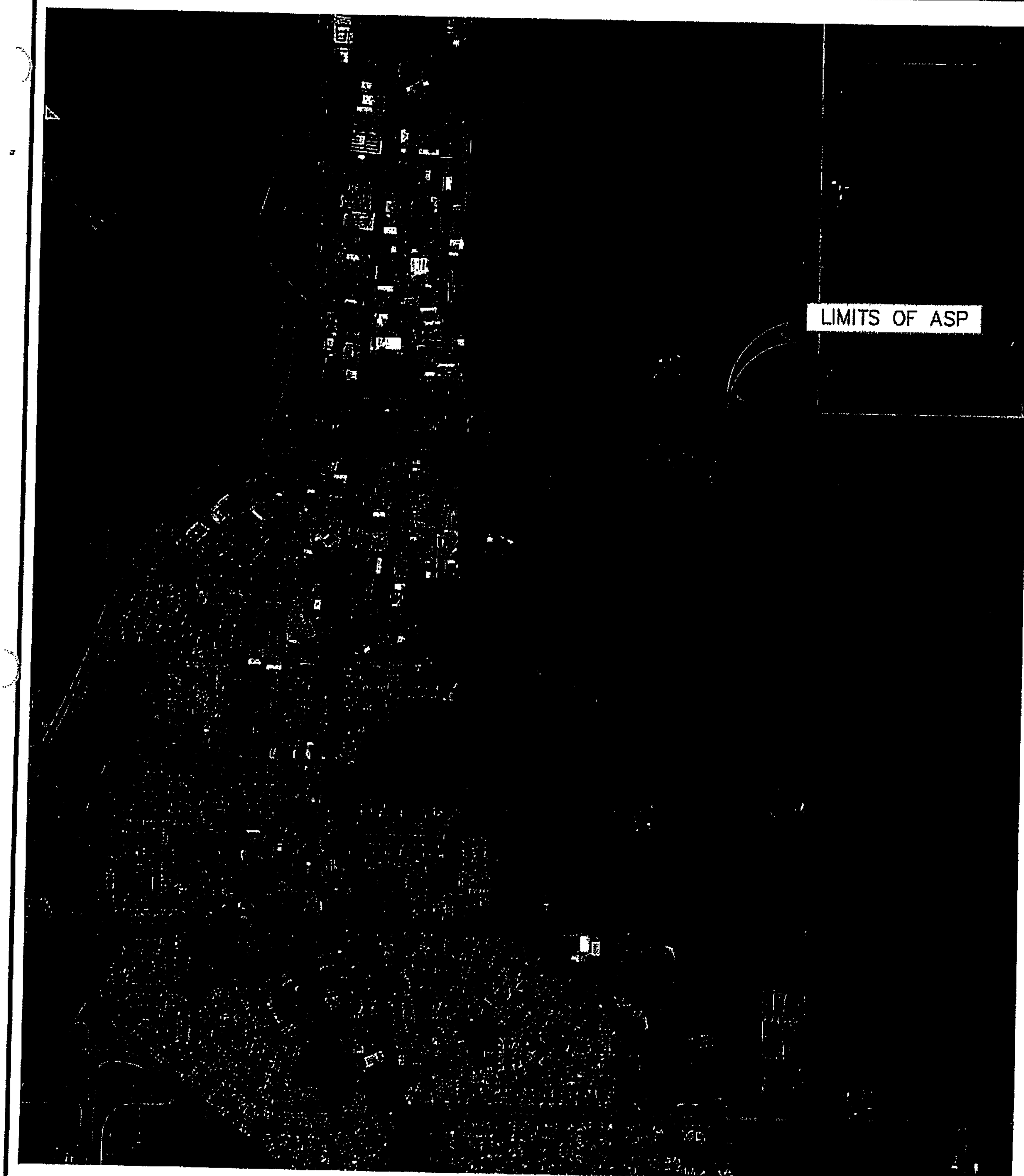
WEDLER ENGINEERING

IPM DEVELOPMENTS

LEDUC, ALBERTA

FIGURE No. 2
LEGAL DESCRIPTION PLAN

DRAWING NO. C08-4444/A-R2



DESIGN	GWD
DRAWN	CTW
CHECKED	
DATE	
SCALE	N.T.S.

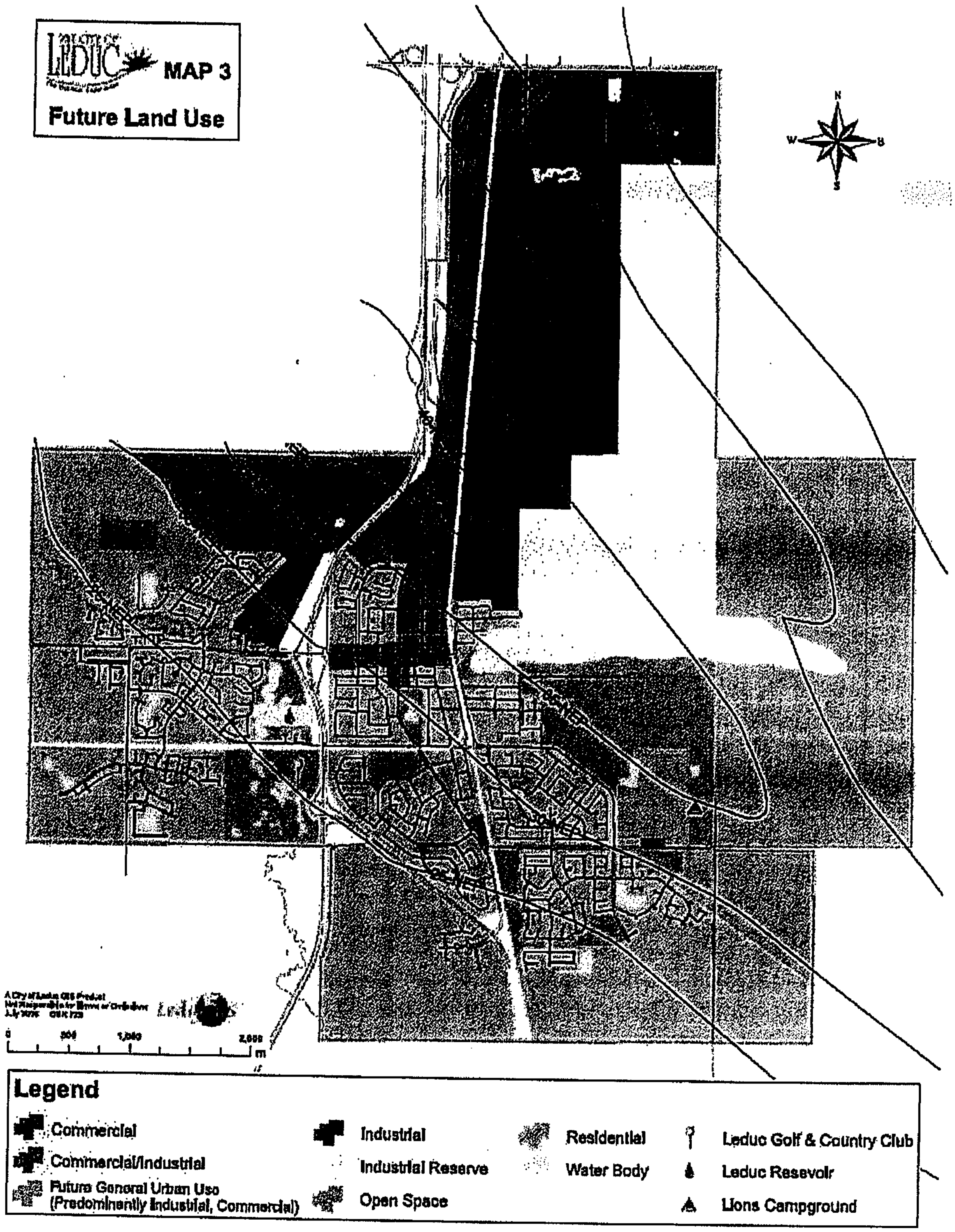
WEDLER ENGINEERING

IPM DEVELOPMENTS

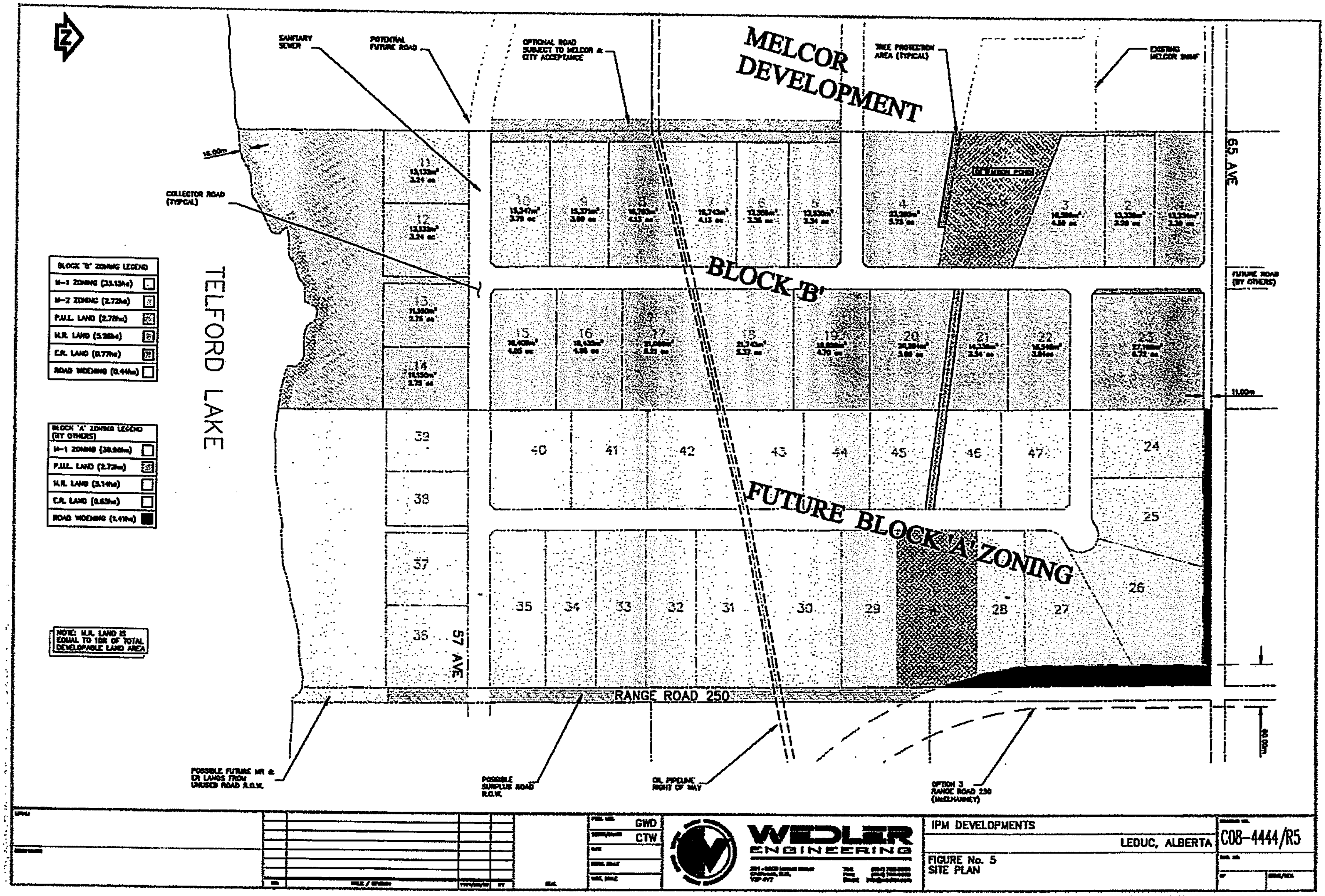
LEDUC, ALBERTA

C08-4444/A-R3

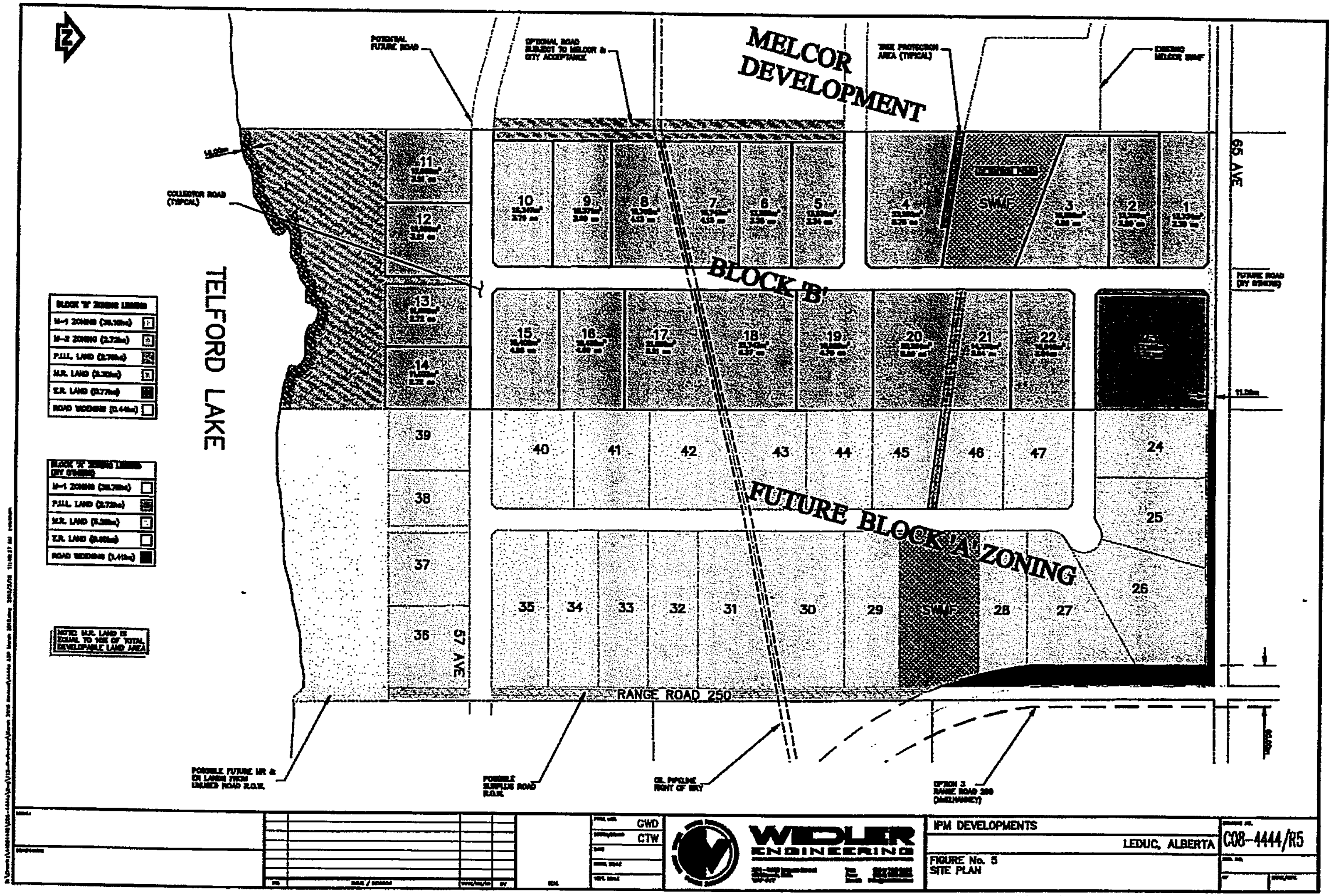
FIGURE No. 3
AERIAL OF ASP AREA



DESIGN GWD DRAWN CTW CHECKED DATE SCALE N.T.S.	WEDLER ENGINEERING	IPM DEVELOPMENTS LEDUC, ALBERTA FIGURE No. 4 LEDUC FUTURE LAND USE PLAN MAP	C08-4444/A-R4



FOR PLANNING PURPOSES ONLY. NOT TO BE USED FOR CONSTRUCTION



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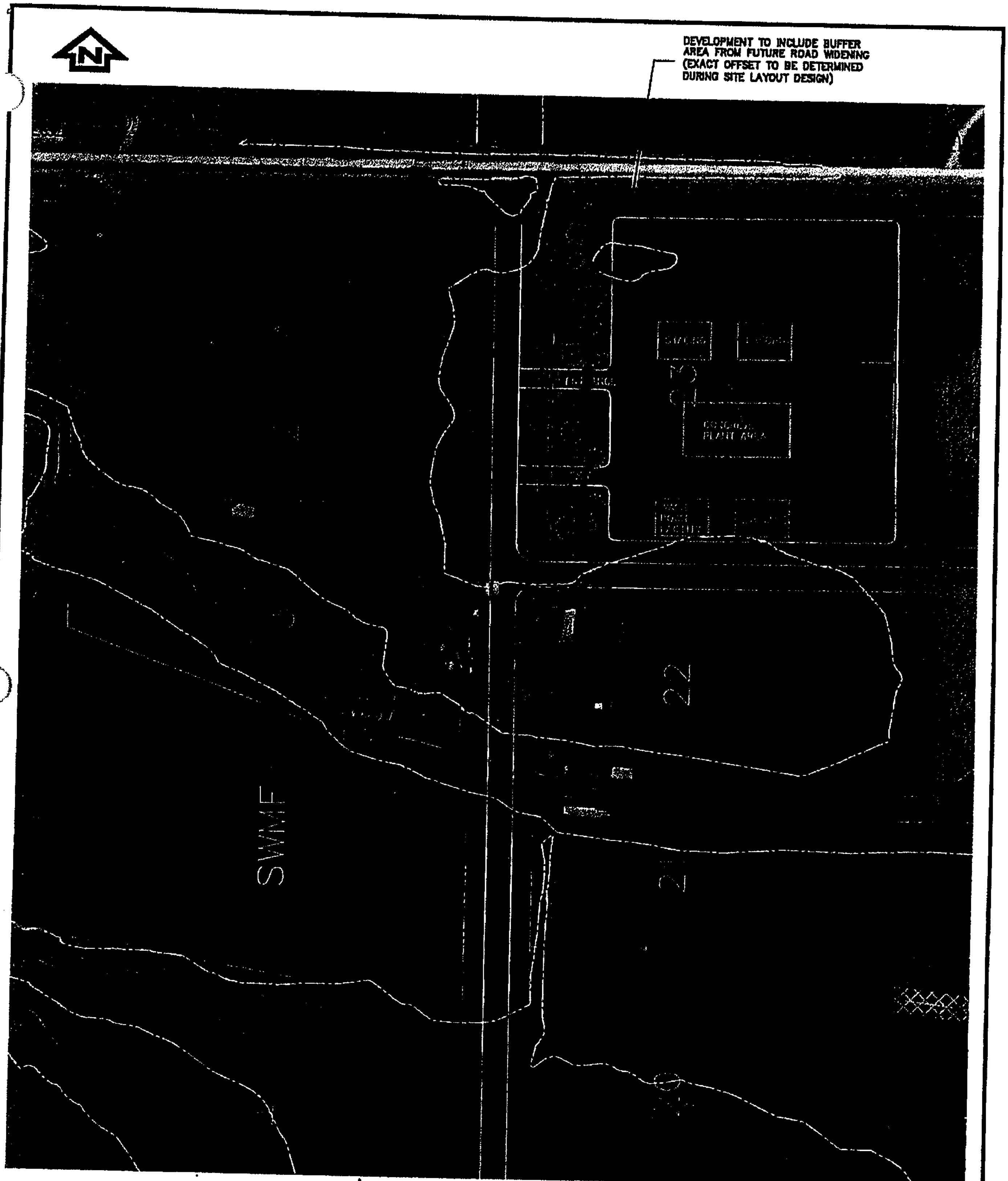


DESIGN	GWD
DRAWN	CTW
CHECKED	
DATE	
SCALE	N.T.S.

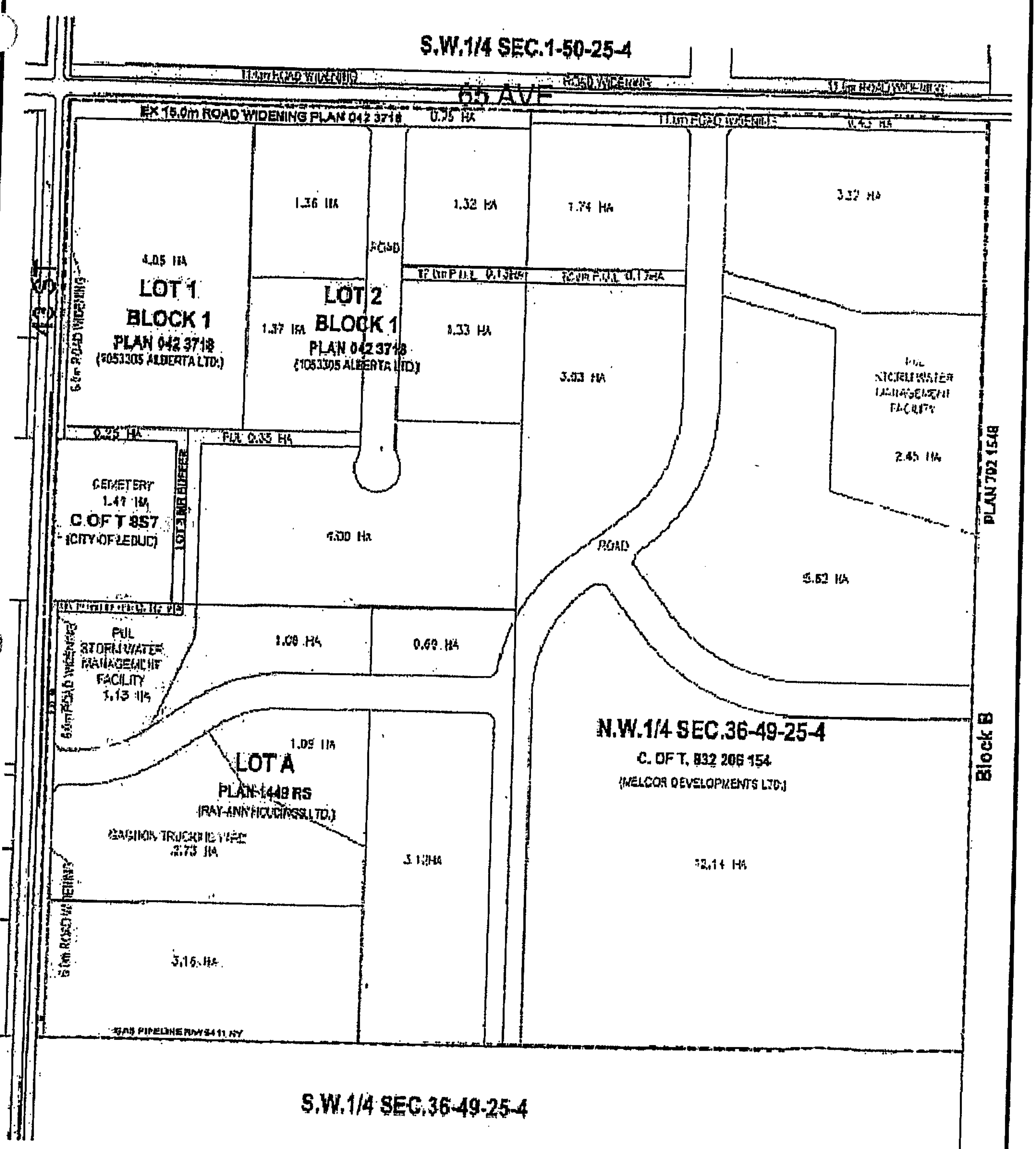
WEDLER ENGINEERING

IPM DEVELOPMENTS

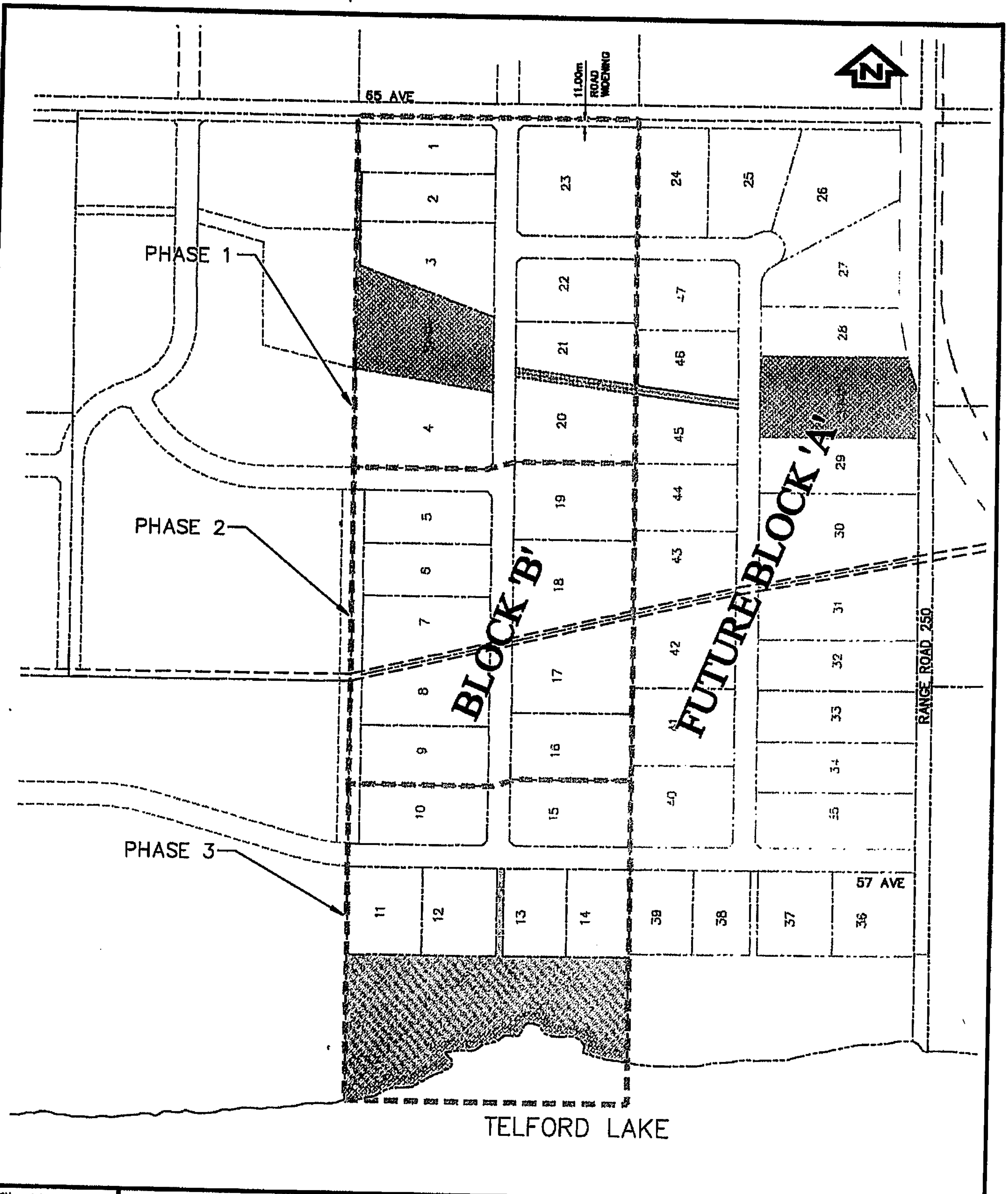
LEDUC, ALBERTA

C08-4444/A-R6

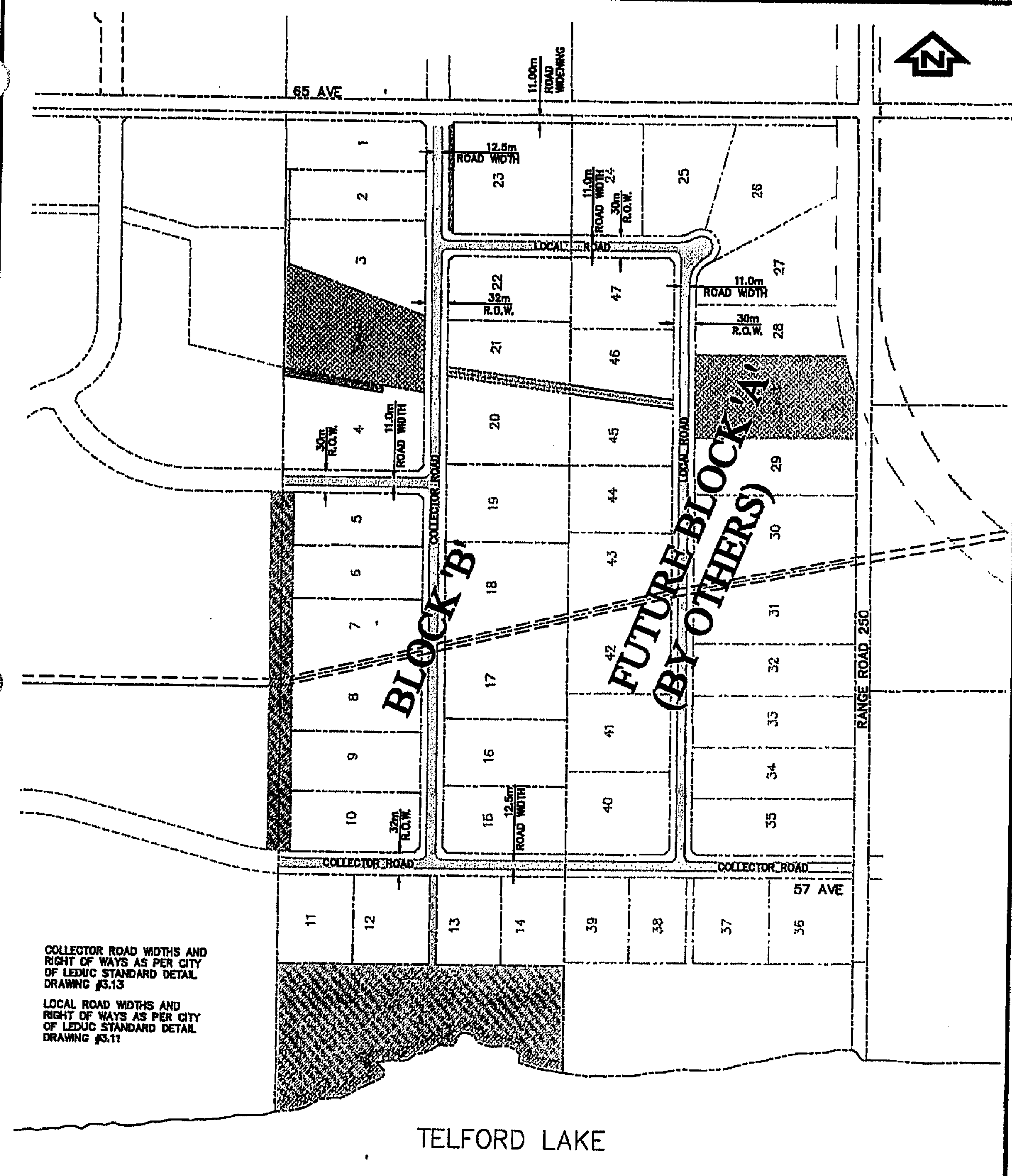
FIGURE No. 6
PROPOSED CONCRETE PLANT
SITE PLAN



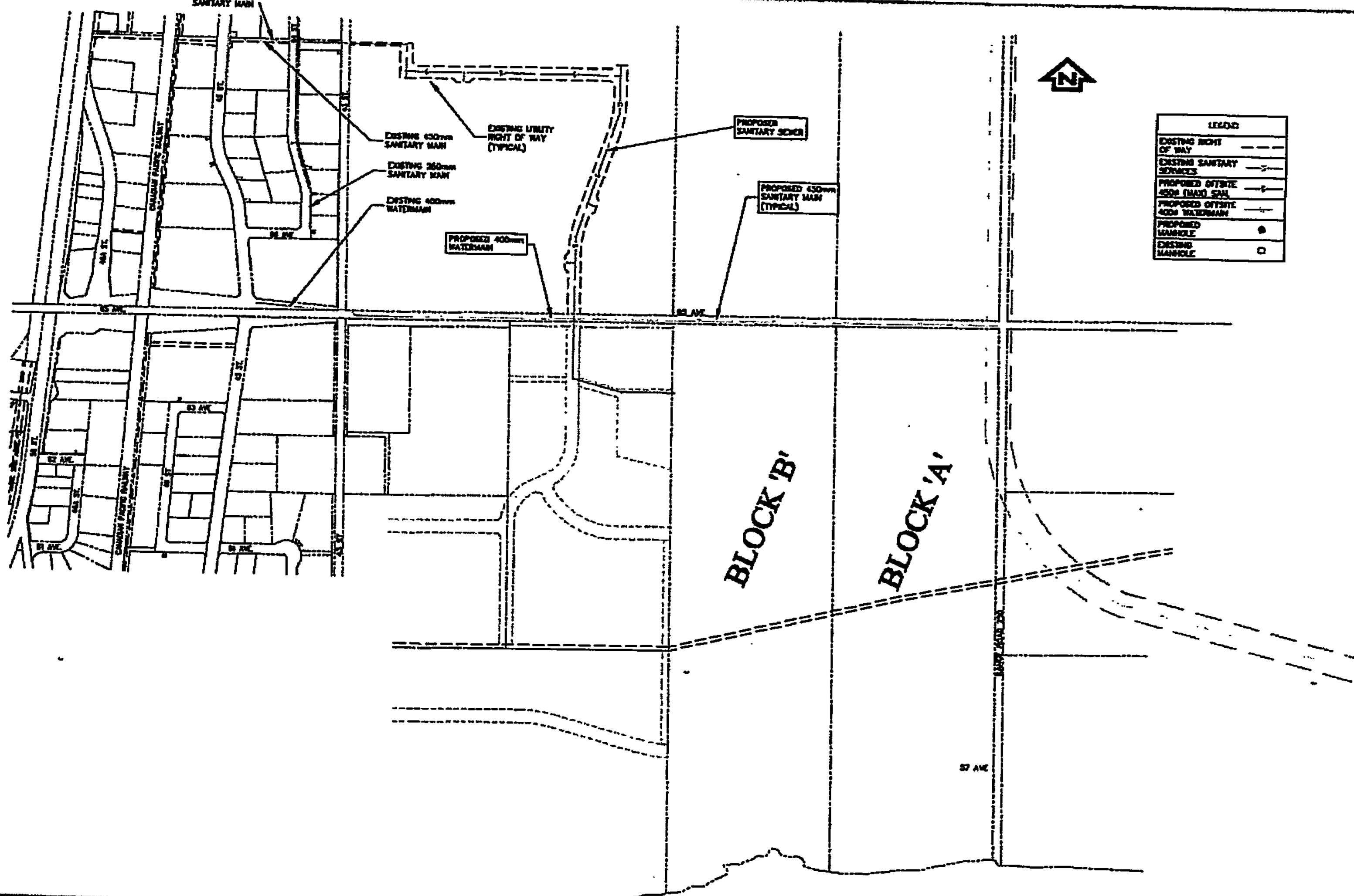
DESIGN GWD DRAWN CTW CHECKED DATE SCALE N.T.S.	WEDLER ENGINEERING	IPM DEVELOPMENTS LEDUC, ALBERTA FIGURE No. 7 OUTLINE PLAN FOR THE NW 1/4 SECTION 36-49-25	C08-4444/A-R7



DESIGN GWD	WEDLER ENGINEERING	IPM DEVELOPMENTS	C08-4444/A-R8
DRAWN CTW		LEDUC, ALBERTA	
CHECKED			
DATE		FIGURE No. 8	
SCALE 1: 7500		CONCEPTUAL STAGING PLAN	



DESIGN GWD DRAWN CTW CHECKED DATE SCALE 1:7500	WEDLER ENGINEERING	IPM DEVELOPMENTS LEDUC, ALBERTA FIGURE No. 9 INTERNAL ROAD SYSTEM	C08-4444/A-R9



DESIGN	GWD
DRAWN	CTW
HORIZ. SCALE	1:10000
VERT. SCALE	

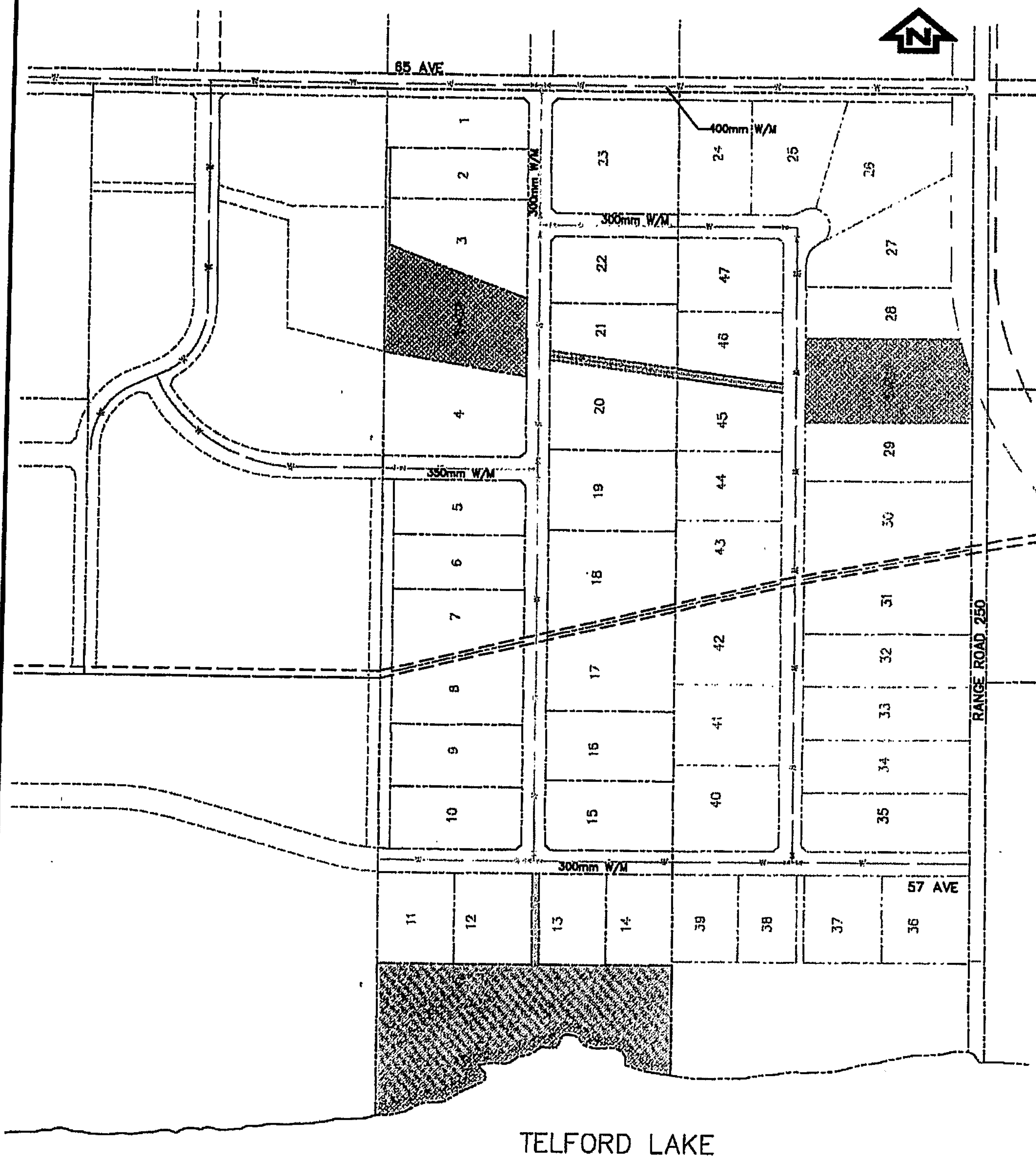
WEDLER ENGINEERING

IPM DEVELOPMENTS

LEDUC, ALBERTA

FIGURE No. 10
OFFSITE SERVICE EXTENSION PLAN

DRAWING NO. C08-4444/A-R10



DESIGN	GWD
DRAWN	CTW
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DATE	
SCALE	1:7500

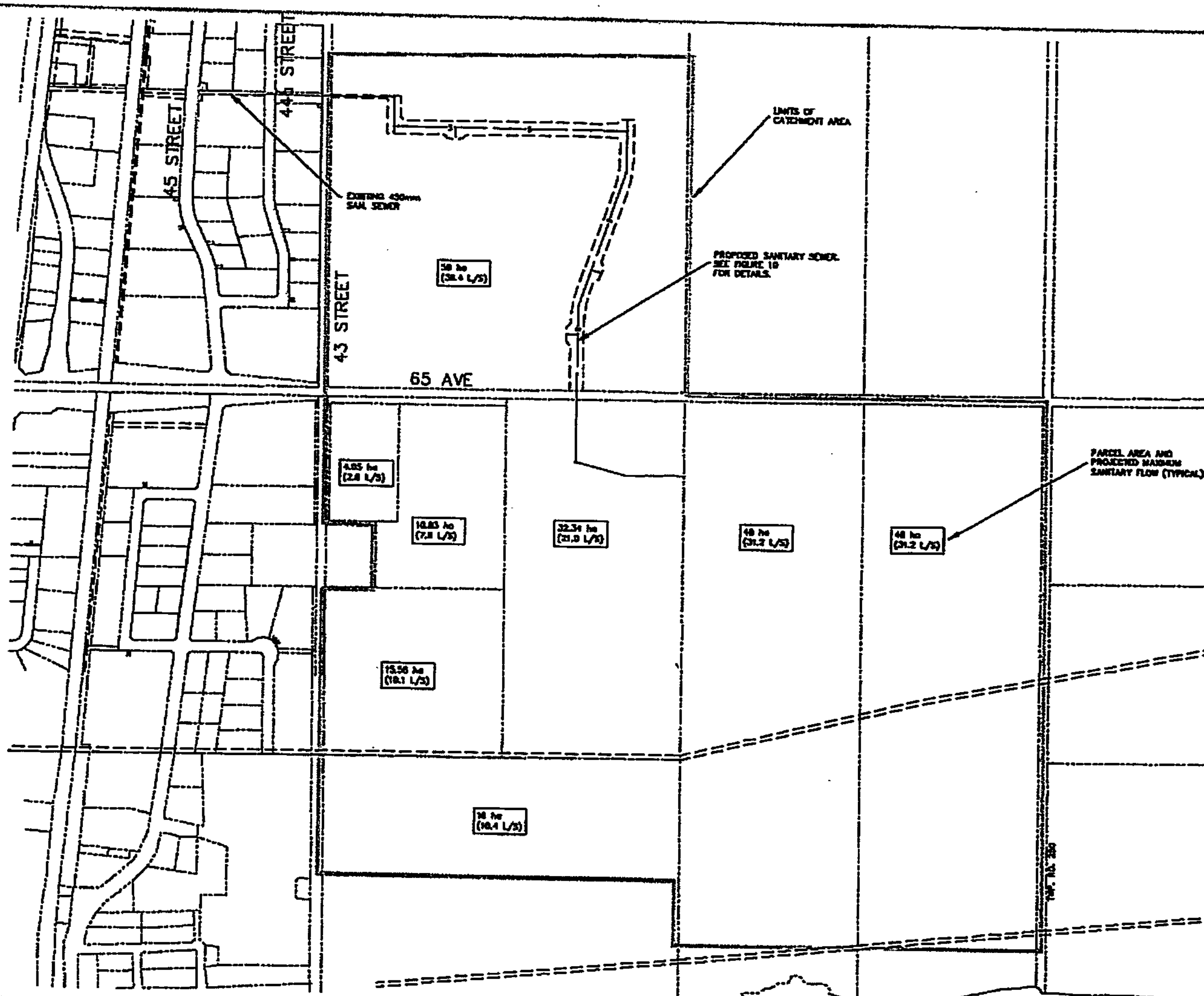
WEDLER ENGINEERING

IPM DEVELOPMENTS

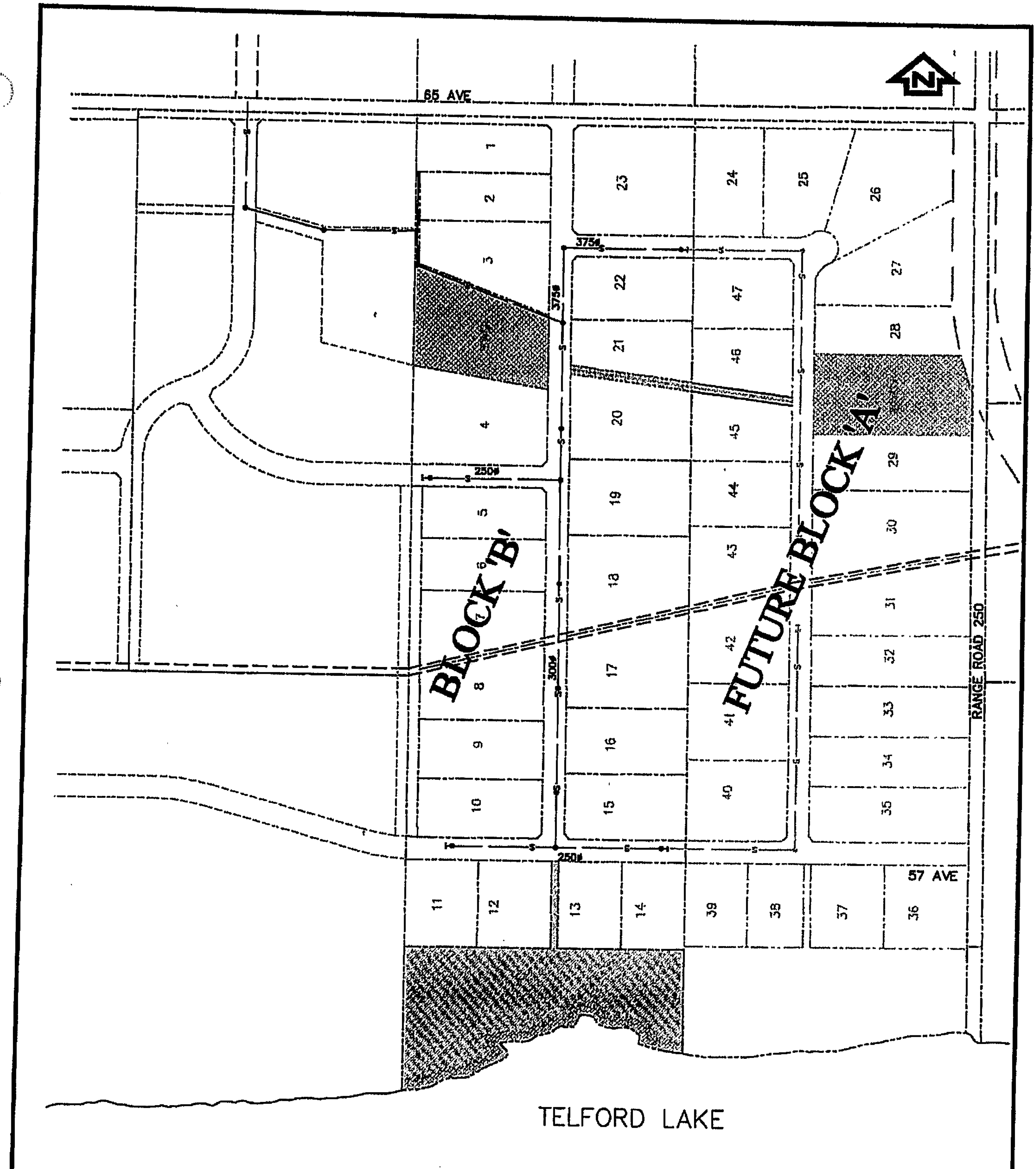
LEDUC, ALBERTA

FIGURE No. 11
WATER NETWORK

C08-4444/A-R11



DESIGN GWD DRAWN CTW HORIZ. SCALE 1:10000 VERT. SCALE	WEDLER ENGINEERING	IPM DEVELOPMENTS	LEDUC, ALBERTA	DRAWING NO. C08-4444/A-R12
		FIGURE No. 12 LEDUC SANITARY SEWER CATCHMENT BOUNDARY		



DESIGN	GWD
DRAWN	CTW
CHECKED	
DATE	
SCALE	1:10000

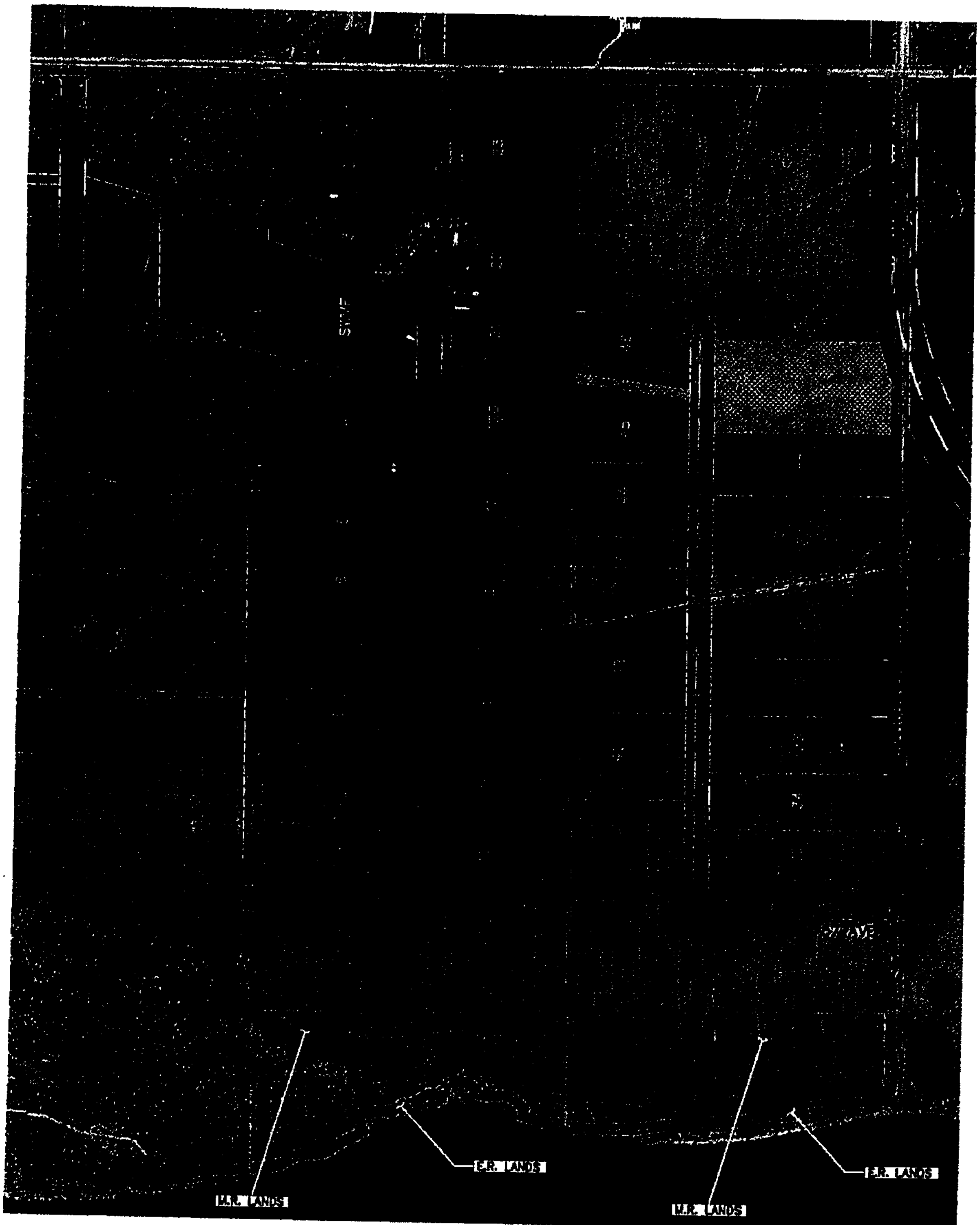
WEDLER ENGINEERING

IPM DEVELOPMENTS

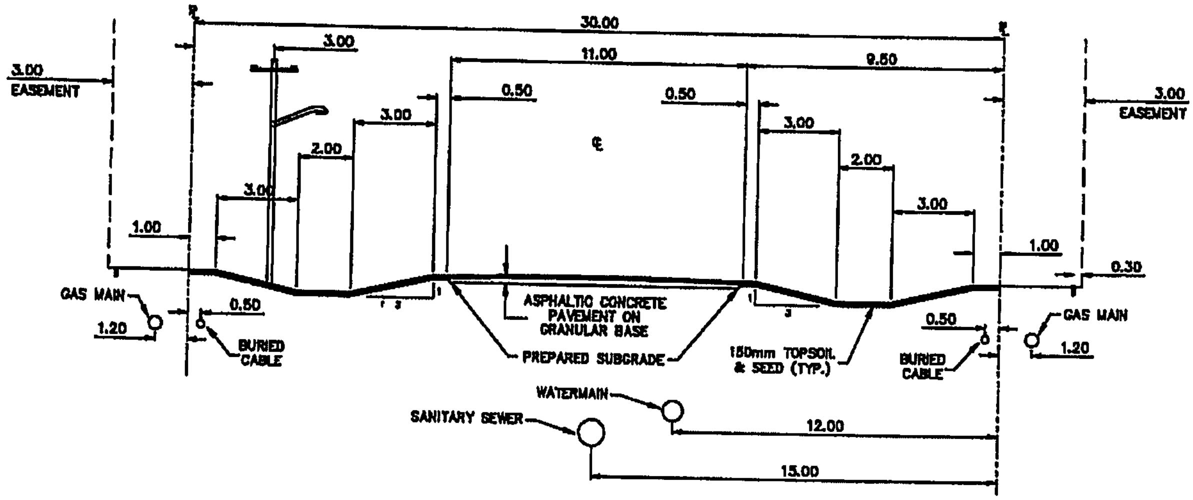
LEDUC, ALBERTA

FIGURE No. 13
SANITARY SERVICES

C08-4444/A-R13



DESIGN GWD DRAWN CTW CHECKED DATE SCALE 1:7500	WEDLER ENGINEERING	IPM DEVELOPMENTS LEDUC, ALBERTA FIGURE No. 15 M.R. & E.R. LANDS PLAN	DRAWING NO. C08-4444/A-R15



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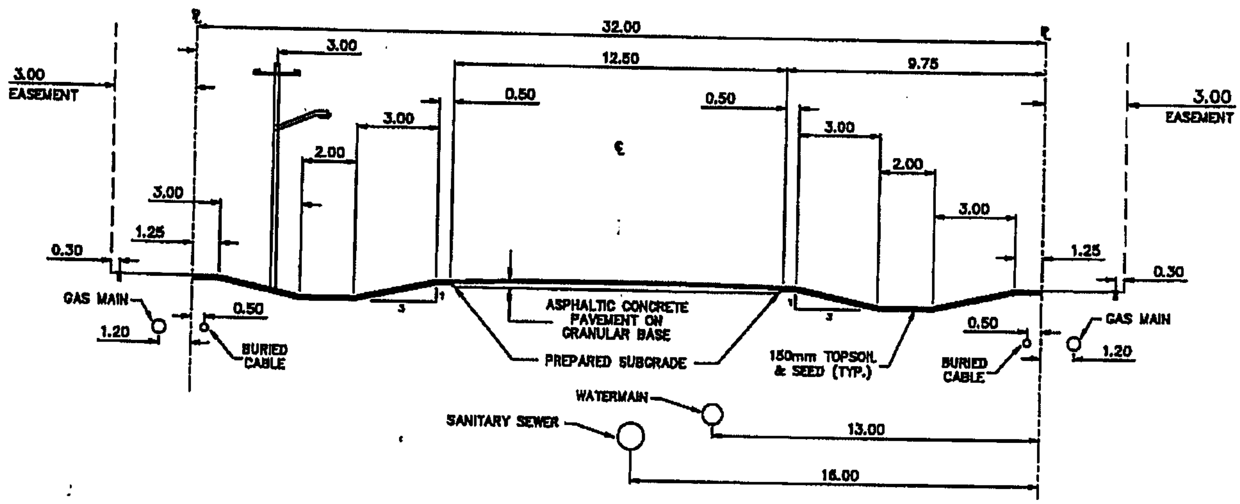

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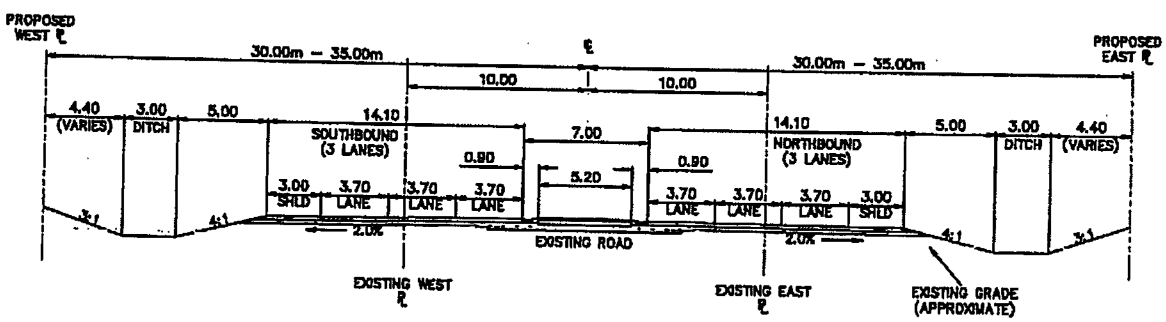
COLLECTOR – RURAL



PLANNED RANGE ROAD 250
TYPICAL SECTION

DESIGN GWD DRAWN CTW CHECKED DATE SCALE NTS	WEDLER ENGINEERING 201-8300 Howell Street, Chilliwack, B.C. V2P 4V7 Tel: (604) 792-0651 Fax: (604) 792-0683 Email: info@wedler.com	IPM DEVELOPMENTS LEDUC, ALBERTA FIGURE No. 16 PROPOSED ROAD SECTIONS

C08-4444/A-R16