CLERK OF THE COURT
FILED
Clerk's Stamp
MAR 28 2014
CALGARY, ALBERTA

COURT FILE NUMBER	1101-17318
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED AND IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9 AND IN THE MATTER OF RAILSIDE CAPITAL INC., RAILSIDE INDUSTRIAL PARK INC., FOUNDATION PLACE CAPITAL INC. AND FOUNDATION PLACE INC.
DOCUMENT	**TWENTY-FOURTH REPORT OF THE MONITOR** **MARCH 28, 2014**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MONITOR** Ernst & Young Inc. 1000, 440 - 2nd Avenue SW Calgary, Alberta T2P 5E9 Attention: Neil Narfason / Nick J.B. Purich Telephone: 403-206-5067 / (403) 206-5170 Fax: 403-206-5075 Email: Neil.Narfason@ca.ey.com Nick.JB.Purich@ca.ey.com **COUNSEL** McCarthy Tétrault LLP Suite 3300, 421 7th Avenue SW Calgary AB T2P 4K9 Attn: Sean Collins / Walker MacLeod Telephone: 403-260-3531 / 403-260-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca

TABLE OF CONTENTS OF THE TWENTY-FOURTH REPORT

APPENDICIES TO THE TWENTY-FOURTH REPORT

INTRODUCTION

1. On December 21, 2011, Legacy Communities Inc. ("Legacy") and Airdrie Capital Corporation ("ACC") and Airdrie Country Estates Inc. (collectively "Airdrie") sought and obtained protection from their creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended, (the "CCAA") pursuant to an order of this Honourable Court (the "Initial Order").

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

3. On March 21, 2012, under these same proceedings, Railside Capital Inc. and Railside Industrial Park Inc. (collectively "Railside") and Foundation Place Capital Inc. ("Foundation Place Capital") and Foundation Place Inc. (Foundation Place Capital and Foundation Place Inc. are sometimes collectively referred to herein as "Foundation Place") were granted an Order (the "Railside & Foundation Place Order") by this Honourable Court granting them protection from their creditors pursuant the CCAA.

4. Legacy, Airdrie, Railside and Foundation Place are sometimes collectively referred to as the "Companies" or the "Debtors".

5. On January 19, 2012 this Honourable Court granted an Order creating an Unsecured Creditors Committee ("UCC") in these proceedings.

6. On May 12, 2012 this Honourable Court granted an Order expanding the Monitor's powers as "co-manager" of the Companies (the "Co-Manager") and as such, the Monitor prepares this report in its capacity as Monitor and Co-Manager of the Companies.

7. On July 5, 2012, this Honourable Court granted Orders sanctioning the respective plans of compromise and arrangement (the "Legacy and Airdrie Plans") presented to the creditors of each of Legacy and Airdrie and approved by an overwhelming majority of those creditors. The Legacy and Airdrie Plans have been implemented and

pursuant to the terms of the Legacy and Airdrie Plans, the interim board of directors have been appointed.

8. On December 21, 2012, this Honourable Court granted an Order (the "Railside Sanction Order") sanctioning the Railside plan of compromise and arrangement (the "Railside Plan") presented to the creditors of Railside and approved by an overwhelming majority of those creditors. The Railside Plan has yet to be implemented as a result of a need for financing to implement its plan ("Exit Financing").

9. The purpose of this twenty-fourth report (the "Twenty-Fourth Report") of the Monitor is to provide this Honourable Court with:

   a) an update on Railside's restructuring efforts,

   b) Railside's request for approval of a Hegedus Land (defined below) sale agreement;

   c) The Monitor's analysis of the Hegedus Land sale agreement; and

   d) the Monitor's recommendation.

10. Capitalized terms not defined in this Twenty-Fourth Report are as defined in the Initial Order.

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

BACKGROUND

12. Background for the Debtors together with other information regarding these CCAA proceedings have been posted by the Monitor on its website at: www.ey.com/ca/foundationgroup.

TERMS OF REFERENCE

13. In preparing this Twenty-Fourth Report, the Monitor has relied upon unaudited financial information, company records and discussions with former management of

the Company. The Monitor has not performed an audit, review or other verification of such information.

RESTRUCTURING PROGRESS

14. Further to the Twenty-First Report of the Monitor dated January 22, 2014, Railside has been actively pursuing strategies to obtain the financing necessary to implement the Railside Plan including a partial land sale and an investor financing.

Hegedus Land Listing

15. Subsequent to the Twenty-First Report, the Co-Manager engaged DTZ Canada Inc. (the "Listing Agent") to specifically market a parcel of land owned by Railside (the "Hegedus Land") located near Millet, Alberta which was not part of the original development project of Railside. The Listing Agent was selected to list and market the Hegedus Land (the "Marketing Process") based on its previous experience working with Railside, and its strong reputation in the Edmonton and Area market where the Hegedus Land is located.

16. The Listing Agent began the Marketing Process in late January, 2014; however, a formal listing agreement was not entered in to until March, 2014.

17. A copy of the listing agreement with the Listing Agent for the Hegedus Land is attached at Appendix A.

Financing

18. The Co-Manager entered into a financing commitment letter (the "Sundance Commitment Letter") with Sundance Capital Corporation ("Sundance") on March 14, 2014. Under the Sundance Commitment Letter, Sundance will raise $1.9 million to loan to Railside for a two year term (the "Sundance Financing") which is sufficient to implement the Railside Plan.

19. The Sundance Financing was contemplated as Exit Financing under Railside's Plan and will allow Railside to implement its Plan while providing a sufficient level of working capital in order to advance the development of the remaining Railside lands.

20. A copy of the Sundance Commitment Letter is attached at Appendix B. The Sundance Commitment Letter does not require Railside to retain the Hegedus Land and, as such, the Hegedus Land can be sold without affecting the Sundance Commitment Letter.

21. The Sundance Financing is scheduled to close on April 26, 2014; however, the Sundance Financing is conditional on, among other things, Sundance's ability to fully syndicate the Sundance Financing.

22. The Co-Manager will advise the Railside investors of the Sundance Financing and invite them to contact Sundance if they are inclined to participate in the Sundance Commitment Letter.

23. The Co-Manager negotiated the terms of the Sundance Commitment Letter and believes that the terms and conditions in the commitment are reasonable in the circumstances.

24. The Monitor sought and obtained the input of the Railside proposed interim directors on the Sundance Commitment Letter. The proposed interim directors unanimously supported the Co-Manager entering into the Sundance Commitment Letter.

HEGEDUS LAND SALE

25. A listing price of $280,000 for the Hegedus Land was recommended by the Listing Agent based on the limited comparable transaction data near the Hegedus Land and with consideration given to the original purchase price of the land and estimated inflation.

26. The Listing Agent received numerous expressions of interest on the Hegedus Land and conducted multiple showings.

27. On March 21, 2014, the Co-Manager entered into an agreement with 1192559 Alberta

Ltd. (the "Purchaser"), an arm's length party, to sell the Hegedus Land at the full listing price of $280,000 subject to the approval of this Honourable Court (the "Hegedus Sale Agreement").

28. The Hegedus Sale Agreement is attached at Appendix C.

29. The Purchaser waived all conditions on the Hegedus Sale Agreement on March 21, 2014.

MONITOR'S ANALYSIS OF THE HEGEDUS SALE AGREEMENT

30. The Monitor understands that the Marketing Process ran for approximately two months and involved:

a) erecting large signage on the Hegedus Land advertising the property for sale which was visible from a busy secondary highway as well as circulating a brochure on the land to potentially interested parties;

b) discussions with twelve potential purchasers;

c) scheduling site tours with four parties; and

d) providing site tours to three parties.

31. The Monitor is advised by the Listing Agent that the market for commercial real estate near Millet, Alberta is slow; only one commercial real estate transaction has been consummated in the past year.

32. The Monitor is of the view that a fulsome and reasonable Marketing Process was undertaken by the Marketing Agent and that the Hegedus Land was exposed to the market for a proper period of time.

33. The Monitor was actively involved in reviewing the materials produced in, and was kept appraised of the developments in the Marketing Process and considers the Marketing Process to have been effective.

34. The Monitor sought and obtained the input of the Railside proposed interim directors on the Hegedus Sale Agreement. The proposed interim directors unanimously supported the Hegedus Sale Agreement.

35. If the Sundance Financing is not successful or is delayed, the Hegedus Sale Agreement will provide Railside with funds to possibly facilitate renegotiating its current interim financing which is due at the end of April, 2014.

36. The Monitor believes that the Marketing Process has generated the highest possible recovery for creditors in the circumstances. The Monitor also believes that the Hegedus Sale Agreement is more beneficial to the creditors than a sale or disposition under liquidation.

37. The Monitor believes that the Marketing Process that resulted in achieving the Hegedus Sale Agreement meets the factors to be considered under s. 36(3) of the CCAA.

MONITOR'S RECOMMENDATION

38. The Monitor recommends that this Honourable Court approve the Hegedus Sale Agreement and authorize the Co-Manager to complete the transactions contemplated thereby.

Dated at Calgary, AB, this 28th day of March, 2014.

ERNST & YOUNG INC.
in its capacity as Monitor of
Railside and not in its
personal or corporate capacity

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

Nick J.B. Purich, CA
Senior

Appendix A

DTZ

EXCLUSIVE SALE LISTING AGREEMENT

BETWEEN:

DTZ BARNICKE EDMONTON INC.
602 Bell Tower
10104 – 103rd Avenue
Edmonton, Alberta T5J 0H8
Phone: (780) 421-1488
Fax: (780) 424-0217

Attention: Mr. Lance Frazier
(hereinafter referred to as the "Broker")

AND:

RAILSIDE CAPITAL INC.
18, 11410 27 Street SE
Calgary, Alberta
T2Z 3R6

Attention:
(hereinafter referred to as the "Vendor")

RE: THE PROPERTY

Legally Described as:

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION THIRTY TWO (32)
TOWNSHIP FORTY SEVEN (47)
RANGE TWENTY FOUR (24)
WEST OF THE FOURTH MERIDIAN
DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN EAST OF, PARALLEL WITH, AND FIFTY (50) FEET PERPENDICULARLY DISTANT FROM THE CENTRE LINE OF THE CALGARY AND EDMONTON RAILWAY, AS SHOWN ON RAILWAY PLAN 7257BF WITH A LINE DRAWN EASTERLY AT RIGHT ANGLES FROM THE SAID CENTRE LINE OF SAID RAILWAY FROM A POINT THEREON WHICH IS DISTANT NORTHERLY EIGHT HUNDRED AND NINETY SEVEN (897) FEET FROM ITS INTERSECTION WITH THE SOUTH LIMIT OF THE SAID QUARTER SECTION MEASURED ALONG SAID CENTRE LINE, THENCE EASTERLY AND AT RIGHT ANGLES FROM SAID CENTRE LINE OF SAID RAILWAY AND ALONG THE SOUTHERLY LIMIT OF THE SATION GROUNDS OF THE CALGARY AND EDMONTON RAILWAY, A DISTANCE OF ONE HUNDRED (100) FEET; THENCE SOUTHERLY PARALLEL WITH THE SAID CENTRE LINE OF SAID RAILWAY A DISTANCE OF TWO HUNDRED (200) FEET, THENCE WESTERLY AT RIGHT ANGLES TO THE SAID CENTRE LINE OF SAID RAILWAY A DISTANCE OF ONE HUNDRED (100) FEET TO THE EASTERLY LIMIT OF THE SAID RIGHT OF WAY, THENCE ALONG THE EASTERLY LIMIT OF THE SAID RIGHT OF WAY A DISTANCE OF TWO HUNDRED (200) FEET, MORE OR LESS TO THE POINT OF COMMENCEMENT
EXCEPTING THEREOUT ALL MINES AND MINERALS

Estate: Fee Simple

DTZ

In consideration of DTZ Barnicke Edmonton Inc. agreeing to act as exclusive agents for the sale of the Property, the Vendor hereby authorizes and empowers DTZ Barnicke Edmonton Inc. as its Exclusive Agent to sell the Property for the sum of **$260,000.00 (plus G.S.T)** cash, or on such other terms as may be agreed upon between the Vendor and any Purchaser.

This is an **Exclusive Listing** and should a sale of all or any interest of the Property be made by any person, including the Vendor, during the term hereof, or as a result of negotiations originating during such term, the Commission set out herein shall be payable to DTZ Barnicke Edmonton Inc.

LS Five 5%

The **Commission** shall be ~~Six (6%)~~ percent of the gross sale price plus G.S.T. The commission shall be due and payable upon Closing. The Vendor hereby authorizes DTZ Barnicke Edmonton Inc. to deduct its commission owing on the sale at closing, from the deposit and forward the balance to the Vendor's solicitor or in the case of insufficient funds in the deposit to pay the full fee, it hereby instructs its solicitor to forward the balance of any fee owing to DTZ Barnicke Edmonton Inc. on Closing.

Should another Broker be involved in the sale of the Property DTZ Barnicke Edmonton Inc. agrees to share the Sale Commission 50/50 with the Broker.

Closing shall mean the time when title to the Property is registered in the name of the purchaser, or in the case of a purchase involving an agreement for sale, when the agreement for sale is signed by all parties and is registered on the property protecting the purchaser's interest in the Property.

The Vendor agrees to refer to DTZ Barnicke Edmonton Inc. all enquiries received by the Vendor from persons interested in purchasing the Property.

For the purpose of showing the property, the Vendor agrees to provide reasonable access to the Property, subject to tenants' rights, and copies of all relevant material relating to the Property.

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

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

In the event a purchase and sale transaction has become unconditional and then is not completed, the Vendor agrees to pay the Broker a commission of Fifty (50%) Percent of any deposit made by the Purchaser but not exceeding the commission which would have been paid had the sale been consummated.

DTZ

This listing shall remain in full force and effect until 5:00 p.m., Edmonton time, on August 31, 2014 and will continue on a month to month basis thereafter until cancelled in writing by either the Vendor or the Broker.

DATED the 3rd day of March, 2014.

RAILSIDE CAPITAL INC. by its Co-manager Ernst & Young Inc.
(Vendor)

Per: Neil Patterson SVP

Per: ______________________

AGREED AND ACCEPTED the 3rd day of March, 2014.

DTZ BARNICKE EDMONTON INC.
(Broker)

Per: ______________________

Appendix B

Sundance Capital Corp.
4403 49 Street
Innisfail, Alberta, T4G 1P3
Phone: (403) 396-3227 Fax: (880) 396-2369

March 14, 2014

Ernst & Young Inc.
Ernst & Young Tower
1000, 440- 2 Avenue SW
Calgary, AB T2P 5E9

Attention: Neil Narfason

RE: First Mortgage Financing ("FMF")

Sundance Capital Corp. ("Sundance") is prepared to commit to the financing proposal as outlined below:

Borrower:	Railside Industrial Park Inc. ("Railside" or the "Borrower")
Purpose:	To pay out the DIP lender in the CCAA proceedings
FMF Amount:	$1,900,000.00
Interest Rate:	11% per annum, prepaid for the Term of the loan and deducted from the initial advance
Commitment Fee:	1.5%
Term:	2 Years
Renewal:	The mortgage may be renewed for a term of 6 months for a fee of 1.5% of the outstanding amount and a six month interest prepayment
Final Renewal:	The mortgage may be renewed for a final term of 6 months for a fee of 1.5% of the outstanding amount and a six month interest prepayment. All amounts owing will be due and payable at the end of the final renewal, being 36 months from the advance date.
Interest Prepayment:	All prepaid interest is deemed to be earned upon the advance of funds or renewal of the FMF and is non-refundable
Legal fees:	To the Borrower's account, amount to be determined
Procurement Fee	$114,000 and deducted from the initial advance. This fee contemplates the costs to set up the Joint Venture Investor group to hold the mortgage.
Lender:	Sundance or Assignee
Security:	First mortgage covering Railside's interest in the property described in Schedule "A" of this document, comprising approximately 302.2 acres ("Railside Lands"). The Borrower will execute and provide all security documentation as required by the Lender's counsel, acting reasonably.
Insurance:	The Borrower shall arrange for property and casualty protection insurance including fire and other perils suitable to the Lender on the Railside Lands secured showing loss payable to the Lenders, as their interest may appear.

Conditions Precedent:

In addition to all documentation referred to herein'), the Lender requires each of the following in form and substance satisfactory to the Lender and its counsel:

1. Evidence of the Borrower's authority to enter into this mortgage lending commitment, including an opinion of the Borrower's counsel in the Lender's standard form
2. Evidence of satisfactory title of the Borrower to the Railside Lands and the absence of any encumbrances, charges, work orders or any other registrations not approved by the Lender
3. Evidence that all property taxes, including levies, development charges, educational development charges and local improvement rates in respect of the Railside Lands which have been billed to the initial date of advance of funds, are paid in full
4. Evidence, including a letter from the Monitor (Ernst & Young Inc.), that the Borrower will successfully exit the CCAA proceedings upon closing of the FMF and, as a result, the Railside Lands are free and clear of all encumbrances, disputes or issues of any kind
5. Evidence, in a form satisfactory to Sundance, of a current environmental report.
6. This mortgage lending commitment is subject to Sundance's final credit committee approval.
7. This mortgage lending commitment is subject to Investor subscription (priority given to existing Railside investors) of full loan amount within 35 days of acceptance of this commitment letter.

Offer Expiry:

This commitment letter is open for acceptance until March 14th, 2014. Once accepted this agreement is binding on the Borrower.

Not Assignable:

This mortgage lending commitment and the subsequent mortgage and all the benefits derived there from are neither assignable nor transferable by the Borrower.

If these terms are acceptable to you, please sign and return this to us at your earliest convenience.
Should you have any questions, please do not hesitate to call me at (403) 396-3227.

"Funding Deadline: Provided that the conditions precedent set forth herein are satisfied or waived, Sundance shall advance the FMF Amount to Borrower on or before April 26, 2014 (the "Final Deadline"). If the advance of the FMF Amount does not occur before the Final Deadline this agreement shall terminate and the parties shall have no further obligations hereunder."

Yours Truly

Daryl R. Hillman
President

Accepted by Ernst & Young Inc. in their capacity as Monitor of Railside Industrial Park Inc.

Date: March [illegible], 2014

Per:

Neil Narfason

Schedule "A" to Loan Commitment - 2014/03/14

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0026 105 982	4;24;47;33;SW	132 104 085 +1

LEGAL DESCRIPTION

THE SOUTH WEST QUARTER OF SECTION THIRTY THREE (33)
TOWNSHIP FORTY SEVEN (47)
RANGE TWENTY FOUR (24)
WEST OF THE FOURTH MERIDIAN,
CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS.

EXCEPTING THEREOUT:		HECTARES	(ACRES) MORE OR LESS
A) ROADWAY DESCRIBED IN C.OF T. 79-E-2		1.62	4.00
B) PLAN 2633KS	ROAD (NUISANCE GR.)	0.837	2.07
	ROAD (ACCESS)	0.125	0.31
C) PLAN 3446HY	ROAD	2.04	5.06
D) PLAN 9422421	ROAD	0.090	0.22

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

REFERENCE NUMBER: 092 104 603 +1

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
132 104 085	15/04/2013	ORDER		ORDER

OWNERS

RAILSIDE CAPITAL INC.
OF 18, 11410 27 STREET SE
CALGARY
ALBERTA T2Z 3R6

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
812 123 931	29/05/1981	CAVEAT
		RE : EASEMENT
		CAVEATOR - ICG UTILITIES (PLAINS-WESTERN) LTD.
132 104 086	15/04/2013	MORTGAGE
		MORTGAGEE - 1427926 ALBERTA INC.
		3150-114 AVE SE
		CALGARY
		ALBERTA T2Z3V6
		ORIGINAL PRINCIPAL AMOUNT: $1,200,000
132 104 087	15/04/2013	CAVEAT
		RE : ASSIGNMENT OF RENTS AND LEASES
		CAVEATOR - 1427926 ALBERTA INC.
		3150 - 114 AVENUE SE
		CALGARY
		ALBERTA T2V3V6
		AGENT - JONATHAN D. WARREN
132 104 088	15/04/2013	CAVEAT
		RE : LEASE INTEREST
		CAVEATOR - 1427926 ALBERTA INC.
		3150 - 114 AVENUE SE
		CALGARY
		ALBERTA T2V3V6
		AGENT - JONATHAN D WARREN

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 14 DAY OF MARCH, 2014 AT 12:44 P.M.

ORDER NUMBER: 25517950

CUSTOMER FILE NUMBER:

REGISTRAR OF LAND TITLES

END OF CERTIFICATE

(CONTINUED)

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0026 105 990	4;24;47;33;SE	132 104 085

LEGAL DESCRIPTION

THE SOUTH EAST QUARTER OF SECTION THIRTY THREE (33)
TOWNSHIP FORTY SEVEN (47)
RANGE TWENTY FOUR (24)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

		HECTARES	(ACRES)
A) THE MOST NORTHERLY SIXTY SIX (66) FEET THROUGHOUT OF THE SAID QUARTER SECTION FOR ROADWAY		1.62	4.00
B) PLAN 3446HY	ROAD	1.84	4.54
C) PLAN 9422421	ROAD	0.395	0.98

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF WETASKIWIN NO. 10

REFERENCE NUMBER: 092 104 603

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
132 104 085	15/04/2013	ORDER		ORDER

OWNERS

RAILSIDE CAPITAL INC.
OF 18, 11410 27 STREET SE
CALGARY
ALBERTA T2Z 3R6

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
812 145 267	19/06/1981	UTILITY RIGHT OF WAY GRANTEE - ICG UTILITIES (PLAINS-WESTERN) LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
082 173 131	25/04/2008	UTILITY RIGHT OF WAY GRANTEE - BATTLE RIVER RURAL ELECTRIFICATION ASSOCIATION LIMITED.
132 104 086	15/04/2013	MORTGAGE MORTGAGEE - 1427926 ALBERTA INC. 3150-114 AVE SE CALGARY ALBERTA T2Z3V6 ORIGINAL PRINCIPAL AMOUNT: $1,200,000
132 104 087	15/04/2013	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 1427926 ALBERTA INC. 3150 - 114 AVENUE SE CALGARY ALBERTA T2V3V6 AGENT - JONATHAN D. WARREN
132 104 088	15/04/2013	CAVEAT RE : LEASE INTEREST CAVEATOR - 1427926 ALBERTA INC. 3150 - 114 AVENUE SE CALGARY ALBERTA T2V3V6 AGENT - JONATHAN D WARREN

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 14 DAY OF MARCH, 2014 AT 12:44 P.M.

ORDER NUMBER: 25517950

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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

DH

This Land Description shall be deleted as security for the loan contemplated under this Commitment Letter.

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0017 303 561	4;24;47;32;SE	132 104 085 +2

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION THIRTY TWO (32)
TOWNSHIP FORTY SEVEN (47)
RANGE TWENTY FOUR (24)
WEST OF THE FOURTH MERIDIAN
DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN EAST OF, PARALLEL WITH, AND FIFTY (50) FEET PERPENDICULARLY DISTANT FROM THE CENTRE LINE OF THE CALGARY AND EDMONTON RAILWAY, AS SHOWN ON RAILWAY PLAN 7257BF WITH A LINE DRAWN EASTERLY AT RIGHT ANGLES FROM THE SAID CENTRE LINE OF SAID RAILWAY FROM A POINT THEREON WHICH IS DISTANT NORTHERLY EIGHT HUNDRED AND NINETY SEVEN (897) FEET FROM ITS INTERSECTION WITH THE SOUTH LIMIT OF THE SAID QUARTER SECTION MEASURED ALONG SAID CENTRE LINE, THENCE EASTERLY AND AT RIGHT ANGLES FROM SAID CENTRE LINE OF SAID RAILWAY AND ALONG THE SOUTHERLY LIMIT OF THE SATION GROUNDS OF THE CALGARY AND EDMONTON RAILWAY, A DISTANCE OF ONE HUNDRED (100) FEET; THENCE SOUTHERLY PARALLEL WITH THE SAID CENTRE LINE OF SAID RAILWAY A DISTANCE OF TWO HUNDRED (200) FEET, THENCE WESTERLY AT RIGHT ANGLES TO THE SAID CENTRE LINE OF SAID RAILWAY A DISTANCE OF ONE HUNDRED (100) FEET TO THE EASTERLY LIMIT OF THE SAID RIGHT OF WAY, THENCE ALONG THE EASTERLY LIMIT OF THE SAID RIGHT OF WAY A DISTANCE OF TWO HUNDRED (200) FEET, MORE OR LESS TO THE POINT OF COMMENCEMENT
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF MILLET

REFERENCE NUMBER: 092 410 920

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
132 104 085	15/04/2013	ORDER		ORDER

OWNERS

RAILSIDE CAPITAL INC.
OF 18, 11410 27 STREET SE
CALGARY
ALBERTA T2Z 3R6

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF MARCH, 2014 AT 01:15 P.M.

ORDER NUMBER: 25490827

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

Appendix C

Alberta Real Estate Association

1311680Mar14
Contract Number

COMMERCIAL PURCHASE CONTRACT

PART A – OFFER TO PURCHASE

This Contract is between

THE SELLER and THE BUYER

Name Railside Capital Inc., by its court appointed Monitor and co-manager Ernst & Young Inc. Name 1192559 Alberta Ltd.

Name ______ Name ______

1. THE PROPERTY

1.1 The Property is the Land, Buildings, Accepted Tenancies, Attached Goods (unless excluded) and included Unattached Goods located at:

Municipal Address: 4612 - 49 Street

Millet, Alberta

Legal Description: Plan ______ Block/Unit ______ Lot ______

4:24:47:32: SE - as per attached title

Title(s) # 132 104 085 + 2 ______. A copy of the existing Title(s) attached hereto as Schedule "A". If Condominium Property, legal description and details as described in Commercial Condominium Property Schedule (attached).

1.2 All Attached Goods (fixtures) except for: ______

1.3 No Unattached Goods (specific chattels) except for:

1.4 Title to the Property shall be subject to any reservations and exceptions stated on the Certificate of Title, non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions normally found registered against property of this nature, and non-financial encumbrances that have been accepted by the Buyer (the "Permitted Encumbrances"). Unless otherwise agreed in writing, the Title shall be free and clear of all other liens, encumbrances, registrations and obligations except those implied by law.

The Buyer agrees to accept the following Permitted Encumbrances: ______

The Buyer agrees to accept the following tenancies (the "Accepted Tenancies"):

2. THE TRANSACTION

2.1 The Buyer and the Seller agree to act cooperatively, reasonably and in good faith.

2.2 The Buyer hereby offers to purchase the Property for the Purchase Price specified and allocated below:

$ 10,000.00 Initial Deposit

$ Additional Deposit

$

$ New Financing

$ Seller Financing (as per attached Financing Schedule)

$ Other Value

$

$ 270,000.00 Balance Owing

$ 280,000.00 **Purchase Price (plus GST, if applicable)**

2.3 **The Purchase Price does not include GST.** In the event that GST is payable and the Buyer is not a GST registrant, then the Buyer shall remit the applicable GST to the Seller's lawyer on or before Completion Day.

2.4 Other than the Deposits, the Buyer shall pay the Purchase Price by lawyer's trust cheque, bank draft or other agreed value.

3. DEPOSITS

3.1 All Deposits shall be delivered in trust to DTZ Barnicke Edmonton Inc.

Unless otherwise agreed in writing, the Initial Deposit shall accompany the offer. on acceptance of offer

3.2 The Initial Deposit shall be deposited no later than the third Business Day following the day that Final Signing occurred (as per clause 17.1) or the third Business Day following the receipt of the Initial Deposit, whichever is last.

3.3 Any Additional Deposits shall be delivered in trust as follows
Additional Deposits shall be deposited no later than the third Business Day following the day the Additional Deposit is received.

3.4 In the event that either Deposit(s) are undelivered or returned by the financial institution as funds not cleared or non-sufficient funds, then the Buyer must replace the Deposit(s) by money order, bank draft or lawyer's trust cheque within two (2) Business Days of being notified that the Deposits did not clear. If the Buyer fails to provide the Deposit(s), the Seller may, at its discretion, terminate the Contract by notice in writing to the Buyer within two (2) Business Days.

3.5 Unless otherwise agreed in writing, no interest on the Deposits shall be paid to the Seller or the Buyer.

3.6 The Deposits shall be held in trust for both the Seller and the Buyer and shall be:
(a) applied against the Commission and paid directly out of trust to the brokerage(s) when the Commission is earned in accordance with the terms of the Seller Brokerage Agreement or other commission agreement signed by the Seller;
(b) returned forthwith to the Buyer if this offer is not accepted and the cheque has not been deposited;
(c) refunded forthwith to the Buyer if this offer is not accepted and the Buyer's cheque has cleared the brokerage's trust account;
(d) refunded forthwith to the Buyer upon the Buyer's cheque clearing the brokerage's trust account if a condition is not satisfied or waived (as per Section 8) or the Seller fails to perform on this Contract; and
(e) forfeited to the Seller if this offer is accepted and all conditions are satisfied or waived and the Buyer fails to perform on this Contract.

3.7 The brokerage holding the Deposits is further directed and authorized to pay that portion of the Deposits exceeding the Commission in trust to the Seller's lawyer no later than two (2) Business Days prior to the Completion Day.

3.8 If there is a dispute between the Seller and the Buyer as to entitlement to the Deposits then:
(a) the brokerage holding the Deposits shall review the circumstances, determine entitlement and pay the money to the party who is entitled to the Deposits;
(b) if no reasonable conclusion can be made in regard to (a) above, the brokerage shall notify the parties to the Contract in writing and shall pay the money into a lawyer's trust account;
(c) the parties agree to allow the lawyer and/or the brokerage to deduct from the Deposits a reasonable fee and costs incurred for dealing with the Deposits;
(d) a brokerage and/or lawyer acting in good faith under this clause shall not be liable to either party for any damages associated with the handling of the Deposits except as arising from the negligence of the brokerage or lawyer.

3.9 In the event that the brokerage holding the trust funds ceases to be licensed in real estate, the Buyer and the Seller agree to allow the trust funds to be transferred to the brokerage representing the other party.

4. CLOSING

4.1 Subject to compliance with the terms hereof, possession of the Property shall be available and given to the Buyer on or before 12 noon on the 30 day of April, 2014, (the "Completion Day"), subject to the rights of the Accepted Tenancies, if any.
When the Buyer obtains possession, the Property will be in substantially the same condition as it was in when this Contract was accepted.

4.2 All normal adjustments for the Property including but not limited to taxes, local improvement levy and assessments, municipal charges, rents, utilities, tenant deposits including interest, prepaid rent, mortgage principal and interest that are applicable with respect to the Property shall be adjusted as of 24:00 hours on the Completion Day. The Buyer shall assume all local improvements, assessments and charges against the Property as of that time.

4.3 Closing documents shall:
(a) consist of the transfer of land (the "Transfer") in registerable form together with all applicable conveyancing documents normally expected in a commercial transaction of this nature;
(b) include estoppel certificates for each of the Accepted Tenancies (if applicable); and
(c) be prepared at the expense of the Seller and delivered to the Buyer's lawyer within a reasonable time to confirm registration prior to the Completion Day.

4.4 In the event the Seller fails to deliver the Transfer to the Buyer's lawyer within such reasonable time, then the Buyer shall not be obliged to pay interest on that portion of the cash to close attributable to the Buyer's own funds, excluding mortgages, provided that those funds are paid to Seller's lawyer in trust, until the Buyer has a reasonable time in which to register the Transfer.

4.5 The Seller's lawyer may use the Purchase Price to pay out all mortgages, condominium contributions, registrations and other financial obligations that are the Seller's obligation to pay or discharge. Within a reasonable period of time after the Completion Day, the Seller's lawyer will provide the Buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title and an estoppel certificate evidencing the payment of all condominium contributions that are the Seller's obligation to pay.

4.6 All money due and owing to the Seller including GST, if applicable, shall be paid to the Seller's lawyer on or before the Completion Day. If the Seller agrees to accept payment after the Completion Day, the Buyer shall pay interest at a rate of 3% per annum above the prime rate set by the Alberta Treasury Branch on all monies owing to the Seller, from the Completion Day to and including the date that the monies owing have been unconditionally paid. Payment received after noon on any day will be payment as of the next Business Day.

4.7 If a new mortgage is a condition of this Contract, the Seller agrees to trust conditions that allow the Buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the Buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the Seller's lawyer until the Seller has been paid the total Purchase Price.

4.8 The Seller's lawyer has a right to prepare (at the expense of the Buyer) any mortgage or agreement for sale between the Seller and the Buyer.

5. INSURANCE

5.1 The risk of loss or damage to the Property will lie with the Seller until the Purchase Price is paid according to the terms of this Contract. If loss or damage to the Property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the Property.

6. REPRESENTATIONS AND WARRANTIES

~~6.1 The Seller represents and warrants to the Buyer that:~~

~~(a) the current use of the Land and Buildings complies with the existing municipal land use bylaw;~~

~~(b) the Buildings and other improvements on the Land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the Land and do not encroach upon neighbouring lands, except where an encroachment agreement is registered on title, or in the case of an encroachment into municipal lands or a right-of-way, the municipality has endorsed encroachment approval directly on the real property report;~~

~~(c) the location of Buildings and other improvements on the Land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Possession Day, or the Buildings and other improvements on the Land are "non-conforming buildings" as that term is defined in the *Municipal Government Act* (Alberta);~~

~~(d) the current use of the Land and Buildings and the location of the Buildings and other improvements on the Land comply with any restrictive covenant on title;~~

~~(e) to the best of the Seller's knowledge, there is no legal action outstanding with respect to the Property;~~

~~(f) the Seller is not in breach of any contract with respect to the Property;~~

~~(g) the Seller is not in breach of any obligation to any third party with respect to the Property;~~

~~(h) within the meaning of the *Income Tax Act* (Canada), the Seller is not now nor will be on the Completion Day a non-resident of Canada nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;~~

~~(i) $ ________________ is the current monthly condominium contribution payable (fee for administrative and other expenses); and~~

~~(j) except as otherwise disclosed, the Seller is not aware of any defects that are not visible and that may render the Property dangerous or potentially dangerous to occupants or unfit for habitation.~~

~~6.2 All of the warranties contained in this Contract and any attached Schedules are made as of and will be true at the Completion Day, unless otherwise agreed in writing.~~

~~6.3 The Seller and the Buyer each acknowledge that, except as otherwise described in this Contract, there are no other warranties, representations or collateral agreements made by or with the other party, the Seller's brokerage and the Buyer's brokerage about the Property, any neighbouring lands, and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the Land and Buildings or the existence or non-existence of any environmental condition or problem.~~

~~6.4 The representations and warranties in this Contract may be enforced after the Completion Day, provided that any legal action is commenced within the time limits prescribed by the *Limitations Act* (Alberta).~~

~~6.5 The Buyer shall have the right to register a caveat against the title to the Property upon the acceptance of this offer by the Seller. Should the Buyer fail to perform this Contract, it agrees to forthwith discharge that caveat.~~

7. ADDITIONAL TERMS

7.1 All time periods, deadlines and dates in this Contract shall be strictly followed and enforced. All times will be Alberta time unless otherwise stated.

7.2 Neither the Buyer or the Seller shall assign its interest in the Property without the written approval of the other, such approval not to be unreasonably withheld.

7.3 All changes of number and gender shall be made where required.

7.4 This Contract will be governed by the laws of the Province of Alberta. The parties submit to the exclusive jurisdiction of the Courts in the Province of Alberta for any dispute that may arise out of this transaction.

7.5 The following terms are a part of this Contract:

7.6 The Buyer acknowledges the Property is sold on an "as is, where is" basis without representation or warranty of any kind by the Seller.

8. CONDITIONS

8.1 The Buyer's Conditions are:

(a) **Financing Condition**

It is a condition precedent of this offer that the Buyer, as per clause 2.2, is able to place a new mortgage(s) upon terms acceptable to the Buyer. The Buyer shall have the opportunity to obtain such financing until

Before 5 p.m. on ______________________, 20______, (the "Condition Day").

(b) **Due Diligence Condition**

(i) Within three (3) Business Days of the Final Signing of this Contract, as per clause 17.1, the Seller will provide to the Buyer true copies of all agreements/documents/materials that reasonably relate to the property and to the Buyer's Conditions and which are in the possession of the Seller or under its control (the "Documents"). The Documents will include: any Permitted Encumbrances; Accepted Tenancies; financial records and statements respecting the Property and any operating agreements that the Buyer is to assume; all engineering, mechanical, electrical, plumbing, roof, heating, ventilation, construction or similar reports, assessments, plans, drawing, specifications, relevant correspondence or work orders; environmental reports; and ______________________

(ii) The Buyer may also, at its expense, retain consultants to conduct searches and such inspections, reviews and tests and to produce such observations, reports or assessments regarding the Property as it deems necessary, and for these purposes the Buyer and its authorized representatives, acting reasonably, will have access to the Property after Final Signing and during normal business hours. The rights of the existing tenants must be respected and the Buyer will be responsible for all damages caused by its representatives. The Seller will provide the Buyer with such written authorizations and other assistance when reasonably required by the Buyer to facilitate its inspections, reviews or tests.

It is a condition precedent of this offer that the information be satisfactory to the Buyer.

Before 5 p.m. on March 31, 2014, (the "Condition Day").

The Buyer shall keep all information obtained in strict confidence and shall only make the information available to the Buyer's employees, agents and professional advisors in strict confidence and shall return all of the above materials including all copies to the Seller before any Deposits are released to the Buyer pursuant to this Contract.

(c) **Condominium Documents Condition**

This Contract is subject to the Buyer's Condition regarding Condominium Documents as per attached Commercial Condominium Property Schedule. ☐ Yes ☒ No

Before 5 p.m. on ______________________, 20______, (the "Condition Day").

(d) **Additional Buyer's Conditions**

Final inspection of property

Before 5 p.m. on March 31, 2014, (the "Condition Day").

8.2 **The Seller's Conditions are:**

8.2(a): Mutual Condition: It is a condition precedent of this offer that it be approved by the Court of Queen's Bench of Alberta and that [illegible] be authorized to enter into this offer and conclude the transactions thereby.

Before 5 p.m. on ______________________, 20______, (the "Condition Day").

8.3 Unless otherwise agreed in writing, the Buyer's Conditions are for the sole benefit of the Buyer and the Seller's Conditions are for the sole benefit of the Seller. The Buyer and Seller must use reasonable efforts to satisfy their respective Conditions.

8.4 The Buyer and the Seller may unilaterally waive or acknowledge satisfaction of their Conditions by giving a written notice to the other party on or before the stated Condition Day. If that notice is not given, then this Contract is ended immediately following that Condition Day and the Deposit(s) plus any earned interest will be returned to the Buyer and all agreements, documents, materials and written information exchanged between the parties will be returned to the Buyer and Seller respectively.

8.5 Subject to clause 8.3, the Buyer and the Seller may give written notice to the other party on or before the stated Condition Day advising that a Condition will not be waived, has not been satisfied and will not be satisfied on or before the Condition Day. If that notice is given, then this Contract is ended upon the giving of that notice.

9. ATTACHED SCHEDULES

9.1 The following Schedules form part of this Contract and are attached:

- [x] Schedule A (copy of Title)
- [ ] Schedule B (other documents)
- [ ] Financing Schedule
- [ ] Commercial Condominium Property Schedule
- [ ] Addendum
- [ ] Seller Financing
- [ ] Assumption of Mortgage/Agreement for Sale
- [ ] Other Value
- [ ] Other Schedules ____________

10. REMEDIES/DISPUTES

10.1 If the Seller or the Buyer fails or refuses to complete the Contract according to its terms, then the other party may pursue all available remedies. The Seller's remedies include keeping the Deposits and claiming additional damages. Both the Seller and the Buyer can claim reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.

11. SECURITY FOR BROKERAGE REMUNERATION

11.1 The Seller does hereby irrevocably assign to the Seller's brokerage enough of the Purchase Price to pay all sums due and owing to the Seller's brokerage, and agrees to pay any unpaid balance of the Commission to the Seller's brokerage.

12. ADVICE

12.1 This Contract is intended to create binding legal obligations. The Seller and the Buyer should read this Contract carefully and are encouraged to obtain legal advice before signing.

12.2 This Contract may be signed and sent by fax and this procedure will be as effective as signing and delivering an original copy.

12.3 Unless there is a written agreement for alternate representation, the Seller's brokerage (including its broker, all associate brokers and associates) represents the Seller as Seller's Agent and does not have a fiduciary relationship with the Buyer, and the Buyer's brokerage (including its broker, all associate brokers and associates) represents the Buyer as Buyer's Agent and does not have a fiduciary relationship with the Seller.

12.4 The Buyer and Seller agree that the sale and other related information regarding this transaction may be retained and disclosed by the brokerage and/or its real estate board(s) as required for closing and for reporting, appraisal and statistical purposes.

13. DEFINITIONS

13.1 In this Contract:

(a) *Business Day* means every day but Saturday, Sunday and statutory holidays.

(b) *Commission* means the sum owing from the Seller for services rendered under the Seller Brokerage Agreement plus GST.

(c) *Seller Brokerage Agreement* means any written service or commission agreement obligating the Seller to pay remuneration.

(d) *Notice* means any notice referred to in this Contract and includes communication of the acceptance of an offer to purchase.

(e) *Unless otherwise agreed in writing* means either changes made to the terms of this Contract that are agreed to by both the Seller and the Buyer, or a written agreement by letter or otherwise between the Seller or the Seller's lawyer and the Buyer or the Buyer's lawyer.

14. REPRESENTATIVES/NOTICE

14.1 As long as the Representative Information in 14.2 is completed, the Identified Representatives are authorized to send and receive any Notice on behalf of their respective clients.

14.2 For the purposes of giving and receiving any Notice, the communication must be in writing and

(a) delivered in person to the other party or its Representative, or

(b) delivered (or faxed) to an address (or fax number) specified below.

Note: The Representative Information must be completed in full by the Buyer's Agent at the offer stage prior to the Contract being signed in order to permit communication on the Representatives.

Seller's Information:

Seller's Address Ernst & Young Inc. in its capacity as Court Appointed Monitor and Co-Manager of Redside Capital Inc. Suite 1000, 440 2nd Ave SW Calgary AB T2P 5E9 (postal code)

Phone Nick Poirier 403 206 5170 Fax 403 206 5170

Seller's Representative:

Nathaniel Bayduza
Broker, Associate Broker or Associate registered to the Brokerage

Brokerage Name DTZ Barnicke Edmonton Inc.

Address Suite 602 Bell Tower 10104 - 103 Avenue Edmonton, Alberta T5J 0H8 (postal code)

Representative's Phone off 780-421-1488 cel 218-2484 Representative's Fax 780-424-0217

Buyer's Information:

Buyers's Address Box 763 Millet, Alberta T0C 1Z0

(postal code)

Phone 780-387-1597 Fax

Buyer's Representative:

Dale Unland
Broker, Associate Broker or Associate registered to the Brokerage

Brokerage Name Realty Executives Discover

Address 5409 36 AV Wetaskiwin T9A 3C7 (postal code)

Representative's Phone (780)361-8120 Representative's Fax 780-352-9549

15. OFFER

15.1 The Buyer offers to buy the Property for the Purchase Price according to the terms of this Contract.

15.2 This offer/counter offer shall be open for acceptance in writing until 12:00 pm. on March 21, 20 14.

SIGNED AND DATED at Millet, Alberta at 8:00 p.m. on March 14, 20 14.

1192559 Alberta Ltd.
Name of Buyer (print)

Per:
Authorized Signing Officer(s)

Witness

Darcy Wilson
Print Name of Authorized Signing Officer(s)

K. Dale Unland
Print Name of Witness

Per:
Authorized Signing Officer(s)

Witness

Print Name of Authorized Signing Officer(s)

Print Name of Witness

Buyer's GST #

PART B – ACCEPTANCE

16. ACCEPTANCE

16.1 The Seller accepts the Buyer's offer and agrees to sell the Property for the Purchase Price according to the terms of this Contract.

SIGNED AND DATED at Calgary, AB, Alberta at 3p .m. on March, 2014

Railside Capital Inc., by its court appointed Monitor and as receiver [illegible]
Name of Seller (print)

Per:
Authorized Signing Officer(s)

H. NEIL WALKISON SVP.
Print Name of Authorized Signing Officer(s)

Witness

per Nick Pureich
Print Name of Witness

Per:
Authorized Signing Officer(s)

Witness

Print Name of Authorized Signing Officer(s)

Print Name of Witness

Seller's GST # ____________

17. FINAL SIGNING

17.1 **Final Signing of this Contract occurred at ______.m. on ______________, 20____.**

Initials of the person(s) who signed last ______

CONVEYANCING

Seller's Lawyer ____________

Lawyer's Address ____________

____________ (postal code)

Lawyer's Phone ____________ Fax ____________

Buyer's Lawyer Dennis Pike

Lawyer's Address 5220 - 50 Avenue

Wetaskiwin, Alberta T9A 0S8 (postal code)

Lawyer's Phone 780-352-3305 Fax 780-352-2711

GOVERNMENT OF THE PROVINCE OF ALBERTA

Schedule "A"
Copy of Title re. Contract #1
1311688 MAR 14

LAND TITLE CERTIFICATE

S LINC	SHORT LEGAL	TITLE NUMBER
0017 303 561	4;24;47;32;SE	132 104 085 +2

LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION THIRTY TWO (32)
TOWNSHIP FORTY SEVEN (47)
RANGE TWENTY FOUR (24)
WEST OF THE FOURTH MERIDIAN
DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN EAST OF, PARALLEL WITH, AND FIFTY (50) FEET PERPENDICULARLY DISTANT FROM THE CENTRE LINE OF THE CALGARY AND EDMONTON RAILWAY, AS SHOWN ON RAILWAY PLAN 7257BF WITH A LINE DRAWN EASTERLY AT RIGHT ANGLES FROM THE SAID CENTRE LINE OF SAID RAILWAY FROM A POINT THEREON WHICH IS DISTANT NORTHERLY EIGHT HUNDRED AND NINETY SEVEN (897) FEET FROM ITS INTERSECTION WITH THE SOUTH LIMIT OF THE SAID QUARTER SECTION MEASURED ALONG SAID CENTRE LINE, THENCE EASTERLY AND AT RIGHT ANGLES FROM SAID CENTRE LINE OF SAID RAILWAY AND ALONG THE SOUTHERLY LIMIT OF THE SATION GROUNDS OF THE CALGARY AND EDMONTON RAILWAY, A DISTANCE OF ONE HUNDRED (100) FEET; THENCE SOUTHERLY PARALLEL WITH THE SAID CENTRE LINE OF SAID RAILWAY A DISTANCE OF TWO HUNDRED (200) FEET, THENCE WESTERLY AT RIGHT ANGLES TO THE SAID CENTRE LINE OF SAID RAILWAY A DISTANCE OF ONE HUNDRED (100) FEET TO THE EASTERLY LIMIT OF THE SAID RIGHT OF WAY, THENCE ALONG THE EASTERLY LIMIT OF THE SAID RIGHT OF WAY A DISTANCE OF TWO HUNDRED (200) FEET, MORE OR LESS TO THE POINT OF COMMENCEMENT
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF MILLET

REFERENCE NUMBER: 092 410 920

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
132 104 085	15/04/2013	ORDER		ORDER

OWNERS

RAILSIDE CAPITAL INC.
OF 18, 11410 27 STREET SE
CALGARY
ALBERTA T2Z 3R6

DW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
132 104 085 +2

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS

NO REGISTRATIONS

TOTAL INSTRUMENTS: 000

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 14 DAY OF MARCH, 2014 AT 01:39 P.M.

ORDER NUMBER: 25518734

CUSTOMER FILE NUMBER: Dal;o

END OF CERTIFICATE