Properties

1 *PIN* 42180 - 1015 LT *Interest/Estate* Fee Simple
Description PCL 26436 SEC DKF; 1STLY: LT 118-131 PL M222; LT 174-188 PL M222; LT 190-201 PL M222; LT 241-265 PL M222; 2NDLY: PT CENTRE ST PL M222; PT LANE PL M222; PT KENORA AV PL M222; PT SAND LAKE RD PL M222; PT WESTERN AV PL M222; PT NORTH ST PL M222 BEING PT 1, 2, 3, 6, 7, 8 23R6805 EXCEPT PT 1 & 2, 23R10132; AS TO LOT 188 AND THE LANDS HEREIN DESCRIBED AS "SECONDLY"-THE RIGHT TO OVERFLOW AND INJURIOUSLY AFFECT THE AFORESAID LANDS WITH WATERS FROM THE LAKE OF THE WOODS AND THE WINNIPEG RIVER UP TO ELEVATION 1045 FT, GEODETIC SURVEY OF CANADA DATUM 1923 ADJUSTMENT; S/T A ROW OVER THE RD AS NOW CONSTRUCTED TO A WIDTH OF 24 FT THROUGH LOTS 121 & 184, PLAN M222; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

2 *PIN* 42180 - 1084 LT *Interest/Estate* Fee Simple
Description PCL 26436 SEC DKF; LT 132-133 PL M222; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

3 *PIN* 42180 - 1085 LT *Interest/Estate* Fee Simple
Description PCL 26436 SEC DKF; LT 172-173 PL M222; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

4 *PIN* 42180 - 1066 LT *Interest/Estate* Fee Simple
Description PCL 37025 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; LAND BTN SLY LIMIT OF FRONT ST PL M222 & NLY LIMIT OF CANADIAN NATIONAL RAILWAY PL 144 UNSURVEYED TERRITORY; PT FRONT ST PL M222 PT 2 & 3, 23R6806; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

5 *PIN* 42180 - 1067 LT *Interest/Estate* Fee Simple
Description PCL 37025 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; PT LANE PL M222; PT LAKE AV PL M222; PT FRONT ST PL M222 PT 4, 23R6806; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

6 *PIN* 42180 - 1068 LT *Interest/Estate* Fee Simple
Description PCL 38557 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; PT KENORA AV PL M222 PT 1, 23R6806; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

7 *PIN* 42180 - 1017 LT *Interest/Estate* Fee Simple
Description PCL 41859 SEC DKF; PT LT 190 PL M222; PT LT 191 PL M222; PT LT 249 PL M222; PT LT 250 PL M222; PT CENTRE ST PL M222; PT SAND LAKE RD PL M222 PT 1 & 2, 23R10132; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

8 *PIN* 42180 - 1086 LT *Interest/Estate* Fee Simple
Description PCL 42682 SEC DKF; LT 209 PL M222; LT 210 PL M222; LT 211 PL M222; LT 230 PL M222; LT 231 PL M222; LT 232 PL M222; LT 233 PL M222; LT 234 PL M222 BEING PT 8, 23R6802; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

9 *PIN* 42180 - 1087 LT *Interest/Estate* Fee Simple
Description PCL 42682 SEC DKF; LT 159 PL M222; LT 160 PL M222; LT 161 PL M222; LT 162 PL M222 BEING PT 7, 23R6802; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

10 *PIN* 42180 - 1088 LT *Interest/Estate* Fee Simple
Description PCL 42682 SEC DKF; LT 152 PL M222; LT 151 PL M222 BEING PT 3, 23R6802; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

11 *PIN* 42180 - 1089 LT *Interest/Estate* Fee Simple
Description PCL 42682 SEC DKF; LT 212 PL M222; LT 213 PL M222; LT 214 PL M222; LT 215 PL M222; LT 226 PL M222; LT 227 PL M222; LT 228 PL M222; LT 229 PL M222 BEING PT 9, 10, 11, 23R6802, S/T 4, 5 & 6 23R3571 AS IN LT127654; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

12 *PIN* 42180 - 1090 LT *Interest/Estate* Fee Simple
Description PCL 42682 SEC DKF; LT 155 PL M222; LT 156 PL M222; LT 157 PL M222; LT 158 PL M222 BEING PT 4, 5 & 6, 23R6802; S/T PT 7 & 8, 23R3571 AS IN LT127654; DISTRICT OF KENORA
Address UNSURVEYED TERRITORY

13 *PIN* 42180 - 1091 LT *Interest/Estate* Fee Simple
Description PCL 42682 SEC DKF; LT 147 PL M222; LT 148 PL M222; LT 149 PL M222; LT 150 PL

This is Exhibit 1 *referred to in the affidavit of* Kady Stokes
sworn before me, this 3 *day of* September 2010
A COMMISSIONER FOR TAKING AFFIDAVITS in and for the Province of Alberta

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

Properties

M222 BEING PT 1 & 2, 23R6802; S/T PT 9, 23R3571 AS IN LT127654; DISTRICT OF KENORA

Address UNSURVEYED TERRITORY

14 *PIN* 42180 - 1092 LT *Interest/Estate* Fee Simple

Description PCL 42682 SEC DKF; LT 277 PL M222; LT 278 PL M222; LT 279 PL M222; LT 280 PL M222; LT 281 PL M222; DISTRICT OF KENORA

Address UNSURVEYED TERRITORY

15 *PIN* 42180 - 1093 LT *Interest/Estate* Fee Simple

Description PCL 42682 SEC DKF; LT 236-237 PL M222; DISTRICT OF KENORA

Address UNSURVEYED TERRITORY

16 *PIN* 42180 - 1007 LT *Interest/Estate* Fee Simple

Description PCL 36864 SEC DKF; LT 166 PL M222; LT 167 PL M222; LT 168 PL M222; LT 169 PL M222; LT 170 PL M222; LT 171 PL M222 PT 20, 23R6802; DISTRICT OF KENORA

Address UNSURVEYED TERRITORY

17 *PIN* 42180 - 1008 LT *Interest/Estate* Fee Simple

Description PCL 36864 SEC DKF; LT 204 PL M222; DISTRICT OF KENORA

Address UNSURVEYED TERRITORY

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

Address for Service C/O 300, 808 - 4 AVENUE S.W.
CALGARY, ALBERTA
T2P 3E8

I, CLEONE COUCH, President of the Corporation, have the authority to bind the corporation.

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

Chargee(s) — *Capacity* — *Share*

Name STOKES, KODY

Address for Service C/O HOFFMAN-DORCHIK LLP
BARRISTERS & SOLICITORS
MACLEOD PLACE 1
600, 5920 MACLEOD TRAIL SOUTH
CALGARY, ALBERTA
T2H 0K2

Provisions

Principal	$1,150,000.00 *Currency* CDN
Calculation Period	compounded monthly
Balance Due Date	on demand
Interest Rate	15% compounded monthly for first six months; 20.0% compounded monthly after 6 months of funding date
Payments	$14,375.00
Interest Adjustment Date	
Payment Date	monthly
First Payment Date	
Last Payment Date	
Standard Charge Terms	200033
Insurance Amount	full insurable value
Guarantor	CLEONE COUCH and ROBERT COUCH

Additional Provisions

The term of this mortgage is nine (9) months. The mortgage is closed for the first six months and open to repayment with no penalty thereafter. The
Mortgagee is to receive a minimum of six (6) months interest.

An Interest Reserve is to be set up for a six (6) month period from the date of funding and will be deducted from mortgage proceeds.

Signed By

David James Elliott	225 Main Street South Kenora P9N 1T3	acting for Chargor (s)	Signed	2007 12 13

Tel 8074683355
Fax 8074687858

Submitted By

DAVID JAMES ELLIOT LAW OFFICE	225 Main Street South Kenora P9N 1T3	2007 12 14

Tel 8074683355
Fax 8074687858

Fees/Taxes/Payment

Statutory Registration Fee	$60.00
Total Paid	$60.00

File Number

Chargor Client File Number :	11333
Chargee Client File Number :	11333

This is Exhibit.......2.......referred to in the
Affidavit of.......Kody Stokes.......
Page 1
sworn before me, this.......13.......
day of.......September.......2013
....
A COMMISSIONER FOR TAKING AFFIDAVITS
PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

DYE & DURHAM CO. INC.
Form No. 300E

Land Registration Reform Act
SET OF STANDARD CHARGE TERMS
(Electronic Filing)

Filed by
Dye & Durham Co. Inc.

Filing Date: November 3, 2000

Filing number: 200033

The following Set of Standard Charge Terms shall be applicable to documents registered in electronic format under Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4 as amended (the " Land Registration Reform Act") and shall be deemed to be included in every electronically registered charge in which this Set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the Land Registration Reform Act, except to the extent that the provisions of this Set of Standard Charge Terms are modified by additions, amendments or deletions in the schedule. Any charge in an electronic format of which this Set of Standard Charge Terms forms a part by reference to the above-noted filing number in such charge shall hereinafter be referred to as the "Charge".

Exclusion of Statutory Covenants

1. The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* as amended or re-enacted are excluded from the Charge.

Right to Charge the Land

2. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

3. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose.

Good Title in Fee Simple

4. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

5. The Chargor will pay or cause to be paid to the Chargee the full principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

6. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate provided for in the Charge. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

7. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

8. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

9. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly

one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

10. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

11. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

12. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Acceleration of Principal and Interest

13. In default of the payment of the interest secured by the Charge the principal amount secured by the Charge shall, at the option of the Chargee, immediately become payable, and upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing at any time or times after default waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases or otherwise deals with the land, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment

before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: *(a)* the spousal status of the Chargor, *(b)* the qualification of the land as a family residence within the meaning of Part II of the *Family Law Act*, and *(c)* the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of *(a)*, *(b)* and *(c)* above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Chargor's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the Principal Amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her" "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these standard charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

DATED this day of , (year)

NOTICE OF SALE UNDER CHARGE/MORTGAGE

This is Exhibit 3 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

TO: THE PARTIES IN SCHEDULE "A"

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

TAKE NOTICE THAT DEFAULT has been made in payment of the monies due under a certain Charge/Mortgage dated the **13 TH** day of **DECEMBER**, **2007**, made between **SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.**, of the City of **CALGARY**, in the Province of **ALBERTA**, as Chargor, in favour of **KODY STOKES** as Chargee, charging the lands described as follows:

1. **PIN 42180-1015 LT**
   PCL 26436 SEC DKF: 1STLY; LT118-131 PL M222; LT 174-188 PL M222; LT 190-201 PL M222; LT241-265 PL M222; 2NDLY: PT CENTRE ST PL M222; PT LANE PL M222; PT KENORA AV PL M222; PT SAND LAKE RD PL M222; PT WESTERN AV PL M222; PT NORTH ST PL M222 BEING PT 1, 2, 3, 6, 7, 8 23R6805 EXCEPT PT 1 & 2, 23R10132; AS TO LOT 188 AND THE LANDS HEREIN DESCRIBED AS "SECONDLY" - THE RIGHT TO OVERFLOW AND INJURIOUSLY AFFECT THE AFORESAID LANDS WITH WATERS FROM THE LAKE OF THE WOODS AND THE WINNIPEG RIVER UP TO ELEVATION 1045 FT, GEODETIC SURVEY OF CANADA DATUM 1923 ADJUSTMENT; S/T A ROW OVER THE RD AS NOW CONSTRUCTED TO A WIDTH OF 24 FT THROUGH LOTS 121 & 184, PLAN M222; DISTRICT OF KENORA

2. **PIN 42180-1084 LT**
   PCL 26436 SEC DKF; LT 132-133 PL M222; DISTRICT OF KENORA

3. **PIN 42180-1085 LT**
   PCL 26436 SEC DKF; LT 172-173 PL M222; DISTRICT OF KENORA

4. **PIN 42180-1066 LT**
   PCL 37025 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; LAND BTN SLY LIMIT OF FRONT ST PL M222 & NLY LIMIT OF CANADIAN NATIONAL RAILWAY PL 144 UNSURVEYED TERRITORY; PT FRONT ST PL M222 PT 2 & 3, 23R6806; DISTRICT OF KENORA

5. **PIN 42180-1067 LT**
   PCL 37025 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; PT LANE PL M222; PT LAKE AV PL M222; PT FRONT ST PL M222 PT 4; 23R6806; DISTRICT OF KENORA

6. **PIN 42180-1068 LT**
   PCL 38557 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; PT KENORA AV PL M222 PT 1; 23R6806; DISTRICT OF KENORA

7. **PIN 42180-1017 LT**
   PCL 41859 SEC DKF; PT LT 190 PL M222; PT LT 191 PL M222; PT LT 249 PL M222; PT LT 250 PL M222; PT CENTRE ST PL M222; PT SAND LAKE RD PL M222 PT 1 & 2, 23R10132; DISTRICT OF KENORA

8. **PIN 42180-1086 LT**
   PCL 42682 SEC DKF; LT 209 PL M222; LT 210 PL M222; LT 211 PL M222; LT 230 PL M222; LT 231 PL M222; LT 232 PL M222; LT 233 PL M222; LT 234 PL M222 BEING PT 8, 23R6802; DISTRICT OF KENORA

9. **PIN 42180-1087 LT**
   PCL 42682 SEC DKF; LT 159 PL M222; LT 160 PL M222; LT 161 PL M222; LT 162 PL M222 BEING PT 7, 23R6802; DISTRICT OF KENORA

10. **PIN 42180-1088 LT**
PCL 42682 SEC DKF; LT 152 PL M222; LT 151 PL M222 BEING PT 3, 23R6802; DISTRICT OF KENORA

11. **PIN 42180-1089 LT**
PCL 42682 SEC DKF; LT 212 PL M222; LT 213 PL M222; LT 214 PL M222; LT 215 PL M222; LT 226 PL M222; LT 227 PL M222; LT 228 PL M222; LT 229 PL M222 BEING PT 9, 10, 11, 23R6802, S/T 4, 5 & 6 23R3571 AS IN LT127654; DISTRICT OF KENORA

12. **PIN 42180-1090 LT**
PCL 42682 SEC DKF; LT 155 PL M222; LT 156 PL M222; LT 157 PL M222; LT 158 PL M222 BEING PT 4, 5 & 6, 23R6802; S/T PT 7 & 8, 23R3571 AS IN LT 127654; DISTRICT OF KENORA

13. **PIN 42180-1091 LT**
PCL 42682 SEC DKF; LT 147 PL M222; LT 148 PL M222; LT 149 PL M222; LT 150 PL M222 BEING PT 1 & 2, 23R6802; S/T PT 9, 23R3571 AS IN LT127654; DISTRICT OF KENORA

14. **PIN 42180-1092 LT**
PCL 42682 SEC DKF; LT 277 PL M222; LT 278 PL M222; LT 279 PL M222; LT 280 PL M222; LT 281 PL M222; DISTRICT OF KENORA

15. **PIN 42180-1093 LT**
PCL 42682 SEC DKF; LT 236-237 PL M222; DISTRICT OF KENORA

16. **PIN 42180-1007 LT**
PCL 36864 SEC DKF; LT 166 PL M222; LT 167 PL M222; LT 168 PL M222; LT 169 PL M222; LT 170 PL M222; LT 171 PL M222 PT 20, 23R6802; DISTRICT OF KENORA

17. **PIN 42180-1008 LT**
PCL 36864 SEC DKF; LT 204 PL M222; DISTRICT OF KENORA

which said Charge/Mortgage was registered on the **14 TH** day of **DECEMBER**, **2007** as Number **KN16468** in the Office of Land Titles at Kenora, Ontario, and which Charge/Mortgage has not been assigned.

KODY STOKES hereby gives you notice that the amount now due on the Charge/Mortgage for principal, interest and costs, are as follows:

Principal	$650,000.00
Interest from March 20, 2009 to date	$19,734.24
Legal costs	$7,500.00
TOTAL OWING	$677,234.24

AND UNLESS THE SAID SUMS, together with such additional interest and expenses as may accrue, are paid on or before the **30 th** day **JUNE** of, 2009, **KODY STOKES** shall sell the property covered by the said Charge/Mortgage under the provisions contained in it.

THIS NOTICE IS GIVEN TO YOU as you appear to have an interest in the mortgaged property and you may be entitled to redeem the same.

DATED at Kenora, Ontario, this **14TH** day of **MAY**, 2009.

Kody Stokes

by his solicitors

SHEWCHUK, MacDONELL,
ORMISTON, RICHARDT & FREGEAU
Barristers and Solicitors
214 Main Street South, P.O. Box 1970
Kenora, Ontario P9n 3X8

(807) 468-9828
Fax: (807) 468-5504

Per: ______________________
Bernd M. Richardt

SCHEDULE "A"

1. Shire International Real Estate Investments Ltd.
   c/o 300, 808 - 4th Avenue S.W.
   Calgary, AB T2P 3E8

2. Cleone Couch
   c/o 300, 808 - 4th Avenue S.W.
   Calgary, AB T2P 3E8

3. Robert Couch
   c/o 300, 808 - 4th Avenue S.W.
   Calgary, AB T2P 3E8

Court file no.

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

KODY STOKES

This is Exhibit 4 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

CHARGEE

and

SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CHARGOR

AFFIDAVIT OF SERVICE

I, Cheryl Smith, of the City of Kenora, in the District of Kenora, MAKE OATH AND SAY:

1. I served the Chargor, Shire International Real Estate Investments Ltd. with the Notice of Sale Under Charge/ Mortgage by sending a copy by registered mail on May 14th, 2009 to c/o 300, 808 - 4th Avenue S.W., Calgary, Alberta, T2P 3E8.

2. I served the Chargor, Cleone Couch with the Notice of Sale Under Charge/ Mortgage by sending a copy by registered mail on May 14th, 2009 to c/o 300, 808 - 4th Avenue S.W., Calgary, Alberta, T2P 3E8.

3. I served the Chargor, Robert Couch with the Notice of Sale Under Charge/ Mortgage by sending a copy by registered mail on May 14th, 2009 to c/o 300, 808 - 4th Avenue S.W., Calgary, Alberta, T2P 3E8.

Sworn before me at the
City of Kenora,
in the
District of Kenora
on May 14th, 2009.

Commissioner for Taking Affidavits

CHRISTINE STRICKLAND, a Commissioner, etc.,
District of Kenora, for Shewchuk, MacDonell, Ormiston, Richardt & Fregeau LLP, Barristers and Solicitors.
Expires January 13, 2012.

Cheryl Smith

KODY STOKES and SHIRE INTERNATIONAL REAL ESTATE LTD.

(Short title of proceeding)

Court file no.

SUPERIOR COURT OF JUSTICE

Proceeding commenced at Kenora

AFFIDAVIT OF SERVICE
(ON SOLICITOR BY MAIL)
(Form 16B under the Rules)

DYE & DURHAM COMPUTERIZED FORMS SERVICE

Name, address and telephone number of solicitor or party

SHEWCHUK, MacDONELL, ORMISTON,
RICHARDT & FREGEAU LLP
Barristers and Solicitors
214 Main St. S., P.O. Box 1970
KENORA, ON P9N 3X8

Attention: B. M. Richardt
LSUC #19672T
(807) 468-9828
Fax: (807) 468-5504

Solicitor(s) for the Chargor
/cls

STOKES.

MAIL POSTE

Canada Post Corporation / Société canadienne des postes

Security or Registered Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Idemnity and fees information is available on request from your Postal Outlet

Récépissé (en nombre) Sécurité ou Recommandé

À produire en cas de réclamation

Aucune indemnité ne sera versée pour l'avarie d'un objet fragile ou périssable. Vous pouvez obtenir des renseignements sur les indemnités et les droits à votre installation postale

Sender / Expéditeur

SHEWCHUK, MACDONELL, ORMISTON
RICHARDT & FREGEAU LLP
BARRISTERS & SOLICITORS
214 MAIN ST. S., P. O. BOX 1970
KENORA, ON P9N 3X8

6x#8.68

Sender Instructions

Note: Bulk Receipt is to be completed for 3 or more items. Present mailings at any Postal Outlet.

A Complete and remove customer receipt
B Remove paper backing from receipt
C Affix receipt to this form
D Remove bottom bar code and affix to "Trace Mail Data Capture Document"
Remove paper backing from label
Apply label to envelope

Instructions pour l'expéditeur

Avis: Récépissé en nombre, pour 3 items et plus. Doit être complété avant de déposer à l'installation postale.

A Remplissez et retirez le récépissé du client
B Retirez la pellicule protectrice du récépissé
C Collez le récépissé sur cette formule
D Retirez le code à barres du bas et l'apposer sur le "Document de saisie des données" pour le courrier repérable.
E Retirez la pellicule de l'étiquette
F Collez l'étiquette sur l'enveloppe

R Registered Recommandé Domestic Régime intérieur — CANADA POST POSTES CANADA

Shire International Real Estate Investments Ltd.
c/o 300, 808 - 4th Avenue S.W.
Calgary, AB T2P 3E8

DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON 1 888 550-6333 www.canadapost.ca www.postescanada.ca
Declared Value / Valeur déclarée $
Item No. / N° de l'article 79 179 811 629

CUSTOMER RECEIPT REÇU DU CLIENT

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Cleone Couch
c/o 300, 808 - 4th Avenue S.W.
Calgary, AB T2P 3E8

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Declared Value / Valeur déclarée $
Item No. / N° de l'article 79 179 811 663

CUSTOMER RECEIPT REÇU DU CLIENT

R Registered Recommandé Domestic Régime intérieur — CANADA POST POSTES CANADA

Cleone Couch
c/o 300, 808 - 4th Avenue S.W.
Calgary, AB T2P 3E8

DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON 1 888 550-6333 www.canadapost.ca www.postescanada.ca
Declared Value / Valeur déclarée $
Item No. / N° de l'article 79 179 811 632

CUSTOMER RECEIPT REÇU DU CLIENT

R Registered Recommandé Domestic Régime intérieur — CANADA POST POSTES CANADA

Robert Couch
c/o 300, 808 - 4th Avenue S.W.
Calgary, AB T2P 3E8

DELIVERY CONFIRMATION / POUR CONFIRMER LA LIVRAISON 1 888 550-6333 www.canadapost.ca www.postescanada.ca
Declared Value / Valeur déclarée $
Item No. / N° de l'article 79 179 811 677

CUSTOMER RECEIPT REÇU DU CLIENT

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Robert Couch
c/o 300, 808 - 4th Avenue S.W.
Calgary, AB T2P 3E8

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Declared Value / Valeur déclarée $
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R Registered Recommandé Domestic Régime intérieur — CANADA POST POSTES CANADA

Shire International Real Estate Investments Ltd.
c/o 300, 808 - 4th Avenue S.W.
Calgary, AB T2P 3E8

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Declared Value / Valeur déclarée $
Item No. / N° de l'article 79 179 811 650

CUSTOMER RECEIPT REÇU DU CLIENT

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(12)

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P9N 1T0

PATTI WHITFIELD
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires April 1, 2013

(15) This is Exhibit 5 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

APPRAISAL REPORT
MINAKI LODGE
MINAKI, ON

AS AT 11 SEPTEMBER 2009

KENORA LAW OFFICE

This is Exhibit 6 referred to in the affidavit of KODY STOKES sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

PART ONE - INTRODUCTION

POWELL APPRAISALS INC.

06 November 2009

Our File No: J1-133-09
Kenora Law Office File: 93904

Kenora Law Office
214 Main Street South
P.O. Box 1970
Kenora, ON P9N 3XB

Attention: Mr. Bernd M. Richardt

Re: Appraisal Report of Minaki Lodge
Minaki, Ontario

According to your request, I have inspected and carried out an investigation and valuation analysis of the land and buildings known as Minaki Lodge at Minaki, Ontario and submit my findings herein.

This is to certify that I have personally inspected the property and have not withheld any comments or observations that might affect the opinion of value stated herein; that I have no present or contemplated interest in the property; that to the best of my knowledge, the data used herein is correct; and that our fee is in no way contingent upon the value reported.

The accompanying current narrative appraisal report sets forth the most pertinent data gathered, the methodology used and the reasoning leading to the opinion of value. The Certification, and Assumptions and Limiting Conditions affecting the analyses, opinions and conclusions are also contained in the report. Our analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Standards Board of the Appraisal Institute of Canada as set forth in the Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP").

154 South High St.
Thunder Bay, Ontario
P 7 B 3 K 5
TEL. (807) 343-7987
FAX (807) 343-7945
Email: powellco@tbaytel.net

The appraiser has performed due diligence in the exercise of her professional responsibility in appraising the property, to the extent felt necessary in arriving at a considered opinion of value. The property is appraised in "fee simple" which is the greatest interest an individual can own in land.

As a result of the study carried out, and in conjunction with the terms of reference discussed and agreed upon, it is my opinion that the market value of the subject property, (AS IS) as at 11 September 2009 (excluding GST, including remaining chattels and equipment) is concluded to be:

1.	Main Site containing 58.08 acres (AS iS)	$ 850,000
2.	Cottage on Parts 1 and 2, Plan 23R-10132	$ 185,000
	SUBTOTAL	$ 1,028,000
3.	Various Lots within Plan M.222	$ 178,000

The value reported herein does not consider the effects of any environmental hazards that may or may not exist and the value reported has been based on the property being free and clear of any environmental pollutants. For the purposes of this appraisal, the value provided assumes that the property would pass inspection by the Ministry of the Environment. The reader of this report should be made aware that the presence of pollutants may have an adverse effect on value and that the market value reported herein may vary depending upon the degree of pollutants (if any).

The value has been predicated upon a twenty-four-month exposure period. This time frame is considered reasonable based upon a review of transactions involving similar properties and discussions with participants in the area real estate market.

All opinions and value expressed herein are contingent upon a statement of assumptions and limiting conditions set forth in the body of this report.

Thank you for this opportunity to be of service and look forward to your continued patronage in the future.

Respectfully submitted,

DAWN M. POWELL APPRAISALS INC.

Dawn M. Powell, AACI, P.App, BA(Hons), MSc.

TABLE OF CONTENTS

PHOTOGRAPHS OF SUBJECT PROPERTY

FORMER MAIN LODGE

FORMER MAIN LODGE - SOUTH ELEVATION

PHOTOGRAPHS OF SUBJECT PROPERTY

CLUSTER MOTEL UNITS - PINE COURT

CLUSTER MOTEL UNITS - SPRUCE COURT SOUTH ELEVATION

PHOTOGRAPHS OF SUBJECT PROPERTY

CLUSTER MOTEL UNITS - EAST ELEVATION

BRONZE MOOSE STATUE

PHOTOGRAPHS OF SUBJECT PROPERTY

GOLF COURSE

TENNIS COURTS

PHOTOGRAPHS OF SUBJECT PROPERTY

DOCKSIDE RESTAURANT

DOCKSIDE RESTAURANT FROM FLOATING DOCK SLIPS

PHOTOGRAPHS OF SUBJECT PROPERTY

POWER HOUSE

POWER HOUSE - SEWAGE TREATMENT PLANT LOWER LEVEL

PHOTOGRAPHS OF SUBJECT PROPERTY

GOLF PRO SHOP

GOLF PRO SHOP

PHOTOGRAPHS OF SUBJECT PROPERTY

EXECUTIVE CABIN NO. 1

EXECUTIVE CABIN NO. 4

PHOTOGRAPHS OF SUBJECT PROPERTY

EXECUTIVE CABIN NO. 5

EXECUTIVE CABIN NO. 6

PHOTOGRAPHS OF SUBJECT PROPERTY

EXECUTIVE CABIN NO. 7

EXECUTIVE CABIN NO. 8

PHOTOGRAPHS OF SUBJECT PROPERTY

EXECUTIVE CABIN NO. 9

SUNSET CABIN

PHOTOGRAPHS OF SUBJECT PROPERTY

WORKSHOP - GARAGE

STAFF BUNK HOUSES

PHOTOGRAPHS OF SUBJECT PROPERTY

WATER TOWER LEG - TRANSFORMER STATION

MARINA DOCKS

EXECUTIVE SUMMARY

Registered Owner:		Shire International Real Estate Investments Ltd.
Client:		Kenora Law Office
Property Location:		Minaki, Ontario
Legal Description:	RESORT:	PIN 42180-1015

Parcel 26436 Section District of Kenora Freehold: Firstly: Lots 118-131 Plan M222; Lots 174-188 Plan M222; Lots 241-265 Plan M222;

Secondly: Part Centre Street Plan M222; Part Lane Plan M222; Part Kenora Avenue Plan M222; Part Sand Lake Road Plan M222; Part Western Avenue Plan M222; Part North Street Plan M222 being Parts 1, 2, 3, 6, 7, 8, 23R6805 Except Parts 1 and 2, 23R10132; as to Lot 188 and the lands herein described as "Secondly" - the right to overflow and injuriously affect the aforesaid lands with waters from the Lake of the woods and the Winnipeg River up to Elevation 1045 ft; geodetic survey of Canada Datum 1923 adjustment; S/T a right-of-way over the road as now constructed to a width of 24 feet through Lots 121 & 184, Plan M222; District of Kenora

PIN 42180-1084

Parcel 26436 Section District of Kenora Freehold; Lots 132-133 Plan M222; District of Kenora

PIN 42180-1085

Parcel 26436 Section District of Kenora Freehold; Lot 172-173 Plan M222 District of Kenora

PIN 4218-1066

Parcel 37025 Section District of Kenora Freehold SRO; Part Location CL4822 Unsurveyed Territory being; land between southerly limit of Front Street Plan M222 & Northerly limit of Canadian national Railway Plan 144 Unsurveyed Territory; Part Front Street Plan M222; Parts 2 & 3, 23R6806; District of Kenora

PIN 42180-1067

Parcel 37025 Section District of Kenora Freehold SRO; Part Location CL4822 Unsurveyed Territory being; Part Lane Plan M222; Part Lake Avenue Plan M222; Part Front Street Plan M222; Part 4, 23R6806; District of Kenora

PIN 42180-1068

Parcel 38557 Section District of Kenora Freehold; Part Location CL4822 Unsurveyed Territory being; Part Kenora Avenue Plan M222 Part 1, 23R6806; District of Kenora

SEVERED COTTAGE: PIN 42180-1017

Parcel 41859 Section District of Kenora Freehold; Part Lot 190 Plan M222; Part Lot 191 Plan M222; Part Lot 249 Plan M222; Part Lot 250 Plan M222; Part Lot 250 Plan M222; Part Centre Street Plan M222; Part Sand Lake road Plan M222 Parts 1 & 2, 23R10132; District of Kenora

VACANT BLOCKS: PIN 42180-1086

Parcel 42682 Section District of Kenora Freehold; Lot 209 Plan M222; Lot 210 Plan M222; Lot 211 Plan M222; Lot 230 Plan M222; Lot 231 Plan M222; Lot 232 Plan M222; Lot 232 Plan M222; Lot 233 Plan M222; Lot 234 Plan M222 being Part 8, Plan 23R6802; District of Kenora

PIN 42180-1087

Parcel 42682 Section District of Kenora Freehold; Lot 159 Plan M222; Lot 160 Plan M222; Lot 161 Plan M222; Lot 162 Plan M222; being Part 7, 23R6802; District of Kenora

PIN 42180-1088

Parcel 423682 Section District of Kenora Freehold; Lot 152 Plan M222; Lot 151 Plan M222; being Part 3, 23R6802; District of Kenora

PIN 42180-1089

Parcel 42682 Section District of Kenora Freehold; Lot 212 Plan M222; Lot 213 Plan M222; Lot 214 Plan M222; Lot 215 Plan M222; Lot 226 Plan M222; Lot 227 Plan M222; Lot 228 Plan M222; Lot 229 Plan M222; being Part 9, 10, 11, 23R6802, S/T 4, 5 & 6 23R3571 as in LT127654; District of Kenora

PIN 42180-1090

Parcel 42682 Section District of Kenora Freehold; Lot 155 Plan M222; Lot 156 Plan M222; Lot 1587 Plan M222; Lot 158 Plan M222 being Pt 4, 5 & 6, 23R6802; S/T Pt 7 & 8, 23R3571 as in LT 127654; District of Kenora

PIN 42180-1091

Parcel 42682 Section District of Kenora Freehold; Lot 147 Plan M222; Lot 148 Plan M222; Lot 149 Plan M222; Lot 150 Plan M222 being Pt 1 & 2, 23T6802; S/T Pt 9, 23R3571 as in LT12754; District of Kenora

PIN 42180-1092

Parcel 42682 Section District of Kenora Freehold; Lot 277 Plan M222; Lot 278 Plan M222; Lot 280 Plan M222; Lot 281 Plan M222; District of Kenora

PIN 42180-1093

Parcel 42682 Section District of Kenora Freehold; Lots 236-237 Plan M222, District of Kenora

		PIN 42180-1007
		Parcel 36864 Section District of Kenora Freehold; Lot 166 Plan M222; Lot 168 Plan M222; Lot 169 Plan M222; Lot 170 Plan M222; Lot 171 Plan M222; Pt 20, 23T6802; District of Kenora
		PIN 42180-1008
		Parcel 36864 Section District of Kenora Freehold; Lot 204 Plan M222, District of Kenora
Effective Date:		11 September 2009
Lot Size:	Resort:	2,995 feet water frontage containing 58.18 acres (MPAC)
	Severed Cottage:	3.45 acres (MPAC)
	Vacant Blocks:	27.64 acres (MPAC)
Roll Nos:	Resort:	60 07 700 001 35100
	Severed Cottage:	60 07 700 001 35104
	Vacant Blocks:	60 07 700 001 38400
2008 Full Assessment:	Resort:	$ 2,137,000
	Severed Cottage:	$ 243,000
	Vacant Blocks:	$ 171,000
Zoning:		Unorganized
Highest and Best Use:		Hospitality/Recreation
Estimate of Value by Cost Approach:		$ N/A
Estimate of Value by Income Approach:		$ N/A

Estimate of Value by Direct Comparison Approach:	$ 850,000	Main Property
	$ 185,000	Severed Cottage
	$ 178,000	Various Lots Plan M.222
Final Value Estimate:	$ 850,000	Main Property
	$ 185,000	Severed Cottage
	$ 178,000	Various Lots Plan M.222

PART TWO - BASIS OF THE APPRAISAL

BASIS OF THE APPRAISAL REPORT

Client

This report is intended for use only by Kenora Law Office and their client, Kody Stokes. Use of this report by others is not intended by the appraiser, and any liability in this respect is strictly denied.

Intended Use of the Report

This report is intended only for use in establishing a sale price pursuant to Power of Sale proceedings and for no other use.

Purpose of the Appraisal

Dawn M. Powell Appraisals Inc. has been retained by Mr. Bernd M. Richardt of Kenora Law Office to complete an appraisal report as defined by the Canadian Uniform Standards of Professional Appraisal Practice (effective 01/01/2008) of the properties known as Minaki Lodge, Minaki, Ontario.

The purpose of the appraisal report is to estimate the market value of the subject properties described herein; as at 11 September 2009. This report is intended only for use in establishing a sale price pursuant to Power of Sale proceedings and for no other use.

Definition of Market Value

Market Value[1] is defined by the Appraisal Institute of Canada as:

> "The most probable price which a property should bring in a competitive and open market as of the specified date under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus."

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

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[1]Appraisal Standards Board, *Canadian Uniform Standards of Professional Practice*, The Appraisal Institute of Canada National Office, Ottawa, Ontario, 01 January 2008, p.43

2. both parties are well informed or well advised and acting in what they consider their best interests;

3. reasonable time is allowed for exposure in the open market;

4. payment is made in terms of cash in Canadian dollars or in terms of financial arrangements comparable thereto; and

5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Property Rights Appraised

The property rights being appraised are those of the "fee simple" interest which is the greatest interest an individual can own in land.

Date of Final Value Estimate

The date of the final value estimate is synonymous with the date that the property was inspected by the appraiser, that is, 11 September 2009 and reflects a current value opinion.

Exposure Time

Exposure time[2] is defined as follows: "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon past events assuming a competitive and open market."

The exposure time is not intended to be a prediction of a date of sale as the estimate is determined on an analysis of historical statistical information, therefore, a retrospective estimate based upon analysis of past events in a competitive and open market which preceded the effective date of the appraisal.

The exposure time will be referenced in the "Reconciliation and Final Value Estimate" portion of the report.

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[2]Appraisal Institute of Canada Standards Board, *Uniform Standards of Professional*, The Appraisal Institute of Canada National Office, Ottawa, Ontario 01 January 2008, p. 14

Scope of Work

The information and data for the appraisal report were gathered by the appraiser and obtained from:

Inspection:

The appraiser inspected the exterior of the subject property on 11 September 2009 accompanied by the caretaker, Mr. Doug Johnston. Our identification of the property also involved a title sub search, review of Plan M.222, Reference Plans 23R-6805, 23R-6806, 23R-10132, 23R-3571, Property Identification Maps for Block 42180, assessment information, and information relating to the subject property retained on file in the appraiser's office. The photographs appended were taken on 11 September 2009.

Type of Analysis:

This current appraisal complies with the Standards of the Appraisal Institute of Canada. We are competent in this type of appraisal analysis and have appraised this type of property before.

Data Research:

We received our instructions from Mr. Bernd M. Richardt of Kenora Law Office. Sources of market evidence included, as appropriate, Land Registry and Land Titles Office for the District of Kenora No. 23, including those sales reported by Geowarehouse and MPAC Propertyline; local assessors of the Municipal Property Assessment Corporation; and real estate agents, vendors and purchasers active in the market. The title data was printed, photocopied or retrieved from microfilm by/for Kenora Law Office on 11 May 2009 and may be seen in the Addendum of this report.

Audits and Technical Investigations:

We did not complete technical investigations such as:

- Detailed inspections or engineering review of the structures, roof or mechanical systems;
- An environmental review of the property;
- A site or building survey;
- Investigations into the bearing qualities of the soils; or
- Audits of financial and legal arrangements.

Verification of Third Party Information:

The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we assumed to be correct. The mandate for the appraisal did not require a report prepared to the standard appropriate for court purposes or for arbitration, so we did not fully document or confirm by reference to primary sources all information herein.

ASSUMPTIONS AND LIMITING CONDITIONS

THE REPORT HAS BEEN PREPARED AT THE REQUEST OF MR. BERND M. RICHARDT OF KENORA LAW OFFICE FOR THE SPECIFIC PURPOSE AND FUNCTION AS STATED HEREIN. ALL COPYRIGHT IS RESERVED TO THE AUTHOR AND THIS REPORT IS CONSIDERED CONFIDENTIAL BY THE AUTHOR AND THE CLIENT. POSSESSION OF THIS REPORT, OR A COPY THEREOF, DOES NOT CARRY WITH IT THE RIGHT TO REPRODUCTION OR PUBLICATION IN ANY MANNER, IN WHOLE OR IN PART, NOR MAY IT BE DISCLOSED, QUOTED FROM OR REFERRED TO IN ANY MANNER, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT AND APPROVAL OF THE AUTHOR AS TO THE PURPOSE, FORM AND CONTENT OF ANY SUCH DISCLOSURE, QUOTATION OR REFERENCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER ALL NOR ANY PART OF THE CONTENTS OF THIS REPORT SHALL BE DISSEMINATED OR OTHERWISE CONVEYED TO THE PUBLIC IN ANY MANNER WHATSOEVER OR THROUGH ANY MEDIA WHATSOEVER OR DISCLOSED, QUOTED FROM OR REFERRED TO IN ANY REPORT, FINANCIAL STATEMENT, PROSPECTUS, OR OFFERING MEMORANDUM OF THE CLIENT, OR IN ANY DOCUMENTS FILED WITH ANY GOVERNMENTAL AGENCY WITHOUT THE PRIOR WRITTEN CONSENT AND APPROVAL OF THE AUTHOR AS TO THE PURPOSE, FORM AND CONTENT OF SUCH DISSEMINATION, DISCLOSURE, QUOTATION OR REFERENCE.

THE ESTIMATED MARKET VALUE OF THE REAL ESTATE WHICH IS THE OBJECT OF THIS APPRAISAL PERTAINS TO THE VALUE OF THE FEE SIMPLE ESTATE IN THE REAL PROPERTY, SUBJECT TO THE TERMS AND CONDITIONS OF THE EXISTING TENANCIES AS DESCRIBED IN THIS REPORT. THE PROPERTY RIGHTS APPRAISED HEREIN EXCLUDE MINERAL RIGHTS, IF ANY.

THE ESTIMATE OF VALUE CONTAINED IN THIS REPORT IS FOUNDED UPON A THOROUGH AND DILIGENT EXAMINATION AND ANALYSIS OF INFORMATION GATHERED AND OBTAINED FROM NUMEROUS SOURCES. CERTAIN INFORMATION HAS BEEN ACCEPTED AT FACE VALUE; ESPECIALLY IF THERE WAS NO REASON TO DOUBT ITS ACCURACY. OTHER EMPIRICAL DATA REQUIRED INTERPRETIVE ANALYSIS PURSUANT TO THE OBJECTIVE OF THIS APPRAISAL. CERTAIN INQUIRIES WERE OUTSIDE THE SCOPE OF THIS MANDATE. FOR THESE REASONS, THE ANALYSES, OPINIONS AND CONCLUSIONS CONTAINED IN THIS REPORT ARE SUBJECT TO THE FOLLOWING CONTINGENT AND LIMITING CONDITIONS:

ASSUMPTIONS

1. The property has been valued on the basis that title to the real estate herein appraised is good and marketable.

2. The property has been valued on the basis that the real estate is free and clear of all value influencing encumbrances, encroachments, restrictions or covenants except as may be noted in this report and that there are no pledges, charges, liens or special assessments outstanding against the property other than as stated and described herein.

3. The property has been valued on the basis that there are no outstanding liabilities except as expressly noted herein, pursuant to any agreement with a municipal or other government authority, pursuant to any contract or agreement pertaining to the ownership and operation of the real estate or pursuant to any lease or agreement to lease, which may affect the stated value or saleability of the subject property or any portion thereof.

4. The property has been valued on the basis that the real estate complies in all material respects with any restrictive covenants affecting the site and has been built and is occupied and being operated, in all material respects, in full compliance with all requirements of law, including all zoning, land use classification, building, planning, fire and health by-laws, rules, regulations, orders and codes of all federal, provincial, regional and municipal governmental authorities having jurisdiction with respect thereto. It is recognized there may be work orders or other notices of violation of law outstanding with respect to the real estate and that there may be certain requirements of law preventing occupancy of the real estate as described in this report. However such possible circumstances have not been accounted for in the appraisal process.

5. The property has been valued on the basis that the site is classified, designated and/or zoned and that a development permit and building permit has been obtained from the appropriate authorities so as to permit the construction and operation of the property as described in this report. Further, it is assumed that all other required permissions and authorizations were granted pursuant to the development of this project.

6. The property has been valued on the basis that there is no action, suit, proceeding or investigation pending or threatened against the real estate or affecting the titular owners of the property, at law or in equity or before or by any federal, provincial or municipal department, commission, board, bureau, agency or instrumentality that may adversely influence the value of the real estate herein appraised.

7. The property has been valued on the basis that all construction was carried out in accordance with properly executed plans and specifications; that proper workmanship and supervision were employed in the building process; that the property was occupied and in operation within a reasonable period of time following completion of the construction and that the property is being managed in a manner which is typical for the property being appraised.

8. The property has been valued on the basis that all leases, agreements to lease, or other contractual agreements relating to the terms and conditions of the tenants' occupation of space within the subject property are fully enforceable, notwithstanding that such documentation may not be fully executed by the parties thereto as at the date of this appraisal.

LIMITING CONDITIONS

1. The author of this report cannot accept responsibility for legal matters, questions of survey, opinions of title, hidden or unapparent conditions of the property, toxic wastes or contaminated materials, soil or sub-soil conditions, environmental, engineering or other technical matters which might render this property more or less valuable than as stated herein. If it came to our attention as the result of our investigation and analysis that certain problems may exist, a cautionary note has been entered into the body of this report.

2. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may be present on the property or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

3. The legal description of the property and the area of the site were obtained from the client and confirmed by Powell Appraisals. Further, the plans and sketches contained in this report are included solely to aid the recipient in visualizing the location of the property, the configuration and boundaries of the site and the relative position of the improvements on the said lands.

4. Investigations have been undertaken in respect of matters which regulate the use of land. However, no inquiries have been placed with the fire department, the building inspector, the health department or any other government regulatory agency, unless such investigations are expressly represented to have been made in this report. The subject property must comply with such regulations and, if it does not comply, its non-compliance may affect the market value of this property. To be certain of such compliance, further investigations may be necessary.

5. The data and statistical information contained herein were gathered from reliable sources and are believed to be correct. However, these data are not guaranteed for accuracy, even though every attempt has been made to verify the authenticity of this information as much as possible.

6. The estimated market value of the property does not necessarily represent the value of the underlying shares, if the asset is so held, as the value of the shares could be affected by

other considerations. Further, the estimated market value does not include consideration of any extraordinary financing, rental or income guarantees, special tax considerations or any other atypical benefits which may influence the ordinary market value of the property, unless the effects of such special conditions, and the extent of any special value that may arise therefrom, have been described and measured in this report.

7. Should title to the real estate presently be held or changed to a holding by a partnership, in a joint venture, through a co-tenancy arrangement or by any other form of divisional ownership, the value of any fractional interest associated therewith may be more or less than the percentage of ownership appearing in the contractual agreement pertaining to the structure of such divisional ownership.

8. The estimated market value of the property referred to herein is predicated upon the condition that it would be sold on a cash basis to the purchaser and subject to any contractual agreements and encumbrances as noted in this report. Other financial arrangements, good or cumbersome, may affect the price at which this property might sell in the open market.

9. Should the author of this report be required to give testimony or appear in court or at any administrative proceeding relating to this appraisal, prior arrangements shall be made therefor, including provisions for additional compensation to permit adequate time for preparation and for any appearances which may be required. However, neither this nor any other of these contingent and limiting conditions is an attempt to limit the use that might be made of this report should it properly become evidence in a judicial proceeding. In such a case, it is acknowledged that it is the judicial body that will decide the use of this report which best serves the administration of justice.

10. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without notice or warning, the estimate of market value expressed herein, as of the effective date of this appraisal, cannot necessarily be relied upon as of any other date without subsequent advice of the author of this report.

11. The distribution of value between land, buildings and other improvements applies only in regard to the purpose and function of this appraisal, as outlined in the body of this report.

12. The value expressed herein is in Canadian dollars.

13. The report is only valid if it bears the original signature of the author.

14. These Contingent and Limiting Conditions shall be read with all changes in number and gender as may be appropriate or required by the context or by the particulars of this mandate.

EXTRAORDINARY LIMITING CONDITIONS

1. The real estate market throughout Northwestern Ontario does not support a correlation between depreciated reproduction cost and market value for existing buildings. Therefore, the accurate measurement of reproduction cost new and accrued depreciation from all sources represents a difficult task. Therefore, the Cost Approach to Value has not been utilized herein.

2. The main lodge was destroyed by fire in October 2003. As such, the property will be sold without financial statements. In this regard, the Income Approach to Value is not considered relevant.

3. The property is to be sold, AS IS, with the purchaser being responsible for demolition and removal of the debris from the fire of the main lodge; hydro reconnection, recommissioning of water and sewage systems, etc.

4. The market value estimate excludes the benefit of any salvageable material on site. The appraiser was unable to inspect the basement of the former lodge and has been advised that there may be equipment located in secured concrete rooms that could be either sold or utilized in recommissioning the property.

5. The market value includes furniture, fixtures, and equipment located on site at the date of inspection.

6. The appraiser has obtained estimates for repairs/demolition from various contractors in Kenora. Due to the litigious history of this property, the names of the contractors have been withheld.

PART THREE - FACTUAL INFORMATION

FACTUAL INFORMATION

Identification of the Property

The subject properties are located in the community of Minaki fronting Sand Lake and the Winnipeg River. The property is legally described as follows:

RESORT:

PIN 42180-1015

Parcel 26436 Section District of Kenora Freehold:

Firstly: Lots 118-131 Plan M222; Lots 174-188 Plan M222; Lots 241-265 Plan M222;

Secondly: Part Centre Street Plan M222; Part Lane Plan M222; Part Kenora Avenue Plan M222; Part Sand Lake Road Plan M222; Part Western Avenue Plan M222; Part North Street Plan M222 being Parts 1, 2, 3, 6, 7, 8, 23R6805 Except Parts 1 and 2, 23R10132; as to Lot 188 and the lands herein described as "Secondly" - the right to overflow and injuriously affect the aforesaid lands with waters from the Lake of the woods and the Winnipeg River up to Elevation 1045 ft; geodetic survey of Canada Datum 1923 adjustment; S/T a right-of-way over the road as now constructed to a width of 24 feet through Lots 121 & 184, Plan M222; District of Kenora

PIN 42180-1084

Parcel 26436 Section District of Kenora Freehold; Lots 132-133 Plan M222; District of Kenora

PIN 42180-1085

Parcel 26436 Section District of Kenora Freehold; Lot 172-173 Plan M222 District of Kenora

PIN 4218-1066

Parcel 37025 Section District of Kenora Freehold SRO; Part Location CL4822 Unsurveyed Territory being; land between southerly limit of Front Street Plan M222 & Northerly limit of Canadian national Railway Plan 144 Unsurveyed Territory; Part Front Street Plan M222; Parts 2 & 3, 23R6806; District of Kenora

PIN 42180-1067

Parcel 37025 Section District of Kenora Freehold SRO; Part Location CL4822 Unsurveyed Territory being; Part Lane Plan M222; Part Lake Avenue Plan M222; Part Front Street Plan M222; Part 4, 23R6806; District of Kenora

PIN 42180-1068

Parcel 38557 Section District of Kenora Freehold; Part Location CL4822 Unsurveyed Territory being; Part Kenora Avenue Plan M222 Part 1, 23R6806; District of Kenora

SEVERED COTTAGE:

PIN 42180-1017

Parcel 41859 Section District of Kenora Freehold; Part Lot 190 Plan M222; Part Lot 191 Plan M222; Part Lot 249 Plan M222; Part Lot 250 Plan M222; Part Lot 250 Plan M222; Part Centre Street Plan M222; Part Sand Lake road Plan M222 Parts 1 & 2, 23R10132; District of Kenora

VACANT BLOCKS:

PIN 42180-1086

Parcel 42682 Section District of Kenora Freehold; Lot 209 Plan M222; Lot 210 Plan M222; Lot 211 Plan M222; Lot 230 Plan M222; Lot 231 Plan M222; Lot 232 Plan M222; Lot 232 Plan M222; Lot 233 Plan M222; Lot 234 Plan M222 being Part 8, Plan 23R6802; District of Kenora

PIN 42180-1087

Parcel 42682 Section District of Kenora Freehold; Lot 159 Plan M222; Lot 160 Plan M222; Lot 161 Plan M222; Lot 162 Plan M222; being Part 7, 23R6802; District of Kenora

PIN 42180-1088

Parcel 423682 Section District of Kenora Freehold; Lot 152 Plan M222; Lot 151 Plan M222; being Part 3, 23R6802; District of Kenora

PIN 42180-1089

Parcel 42682 Section District of Kenora Freehold; Lot 212 Plan M222; Lot 213 Plan M222; Lot 214 Plan M222; Lot 215 Plan M222; Lot 226 Plan M222; Lot 227 Plan M222; Lot 228 Plan M222; Lot 229 Plan M222; being Part 9, 10, 11, 23R6802, S/T 4, 5 & 6 23R3571 as in LT127654; District of Kenora

PIN 42180-1090

Parcel 42682 Section District of Kenora Freehold; Lot 155 Plan M222; Lot 156 Plan M222; Lot 1587 Plan M222; Lot 158 Plan M222 being Pt 4, 5 & 6, 23R6802; S/T Pt 7 & 8, 23R3571 as in LT 127654; District of Kenora

PIN 42180-1091

Parcel 42682 Section District of Kenora Freehold; Lot 147 Plan M222; Lot 148 Plan M222; Lot 149 Plan M222; Lot 150 Plan M222 being Pt 1 & 2, 23T6802; S/T Pt 9, 23R3571 as in LT12754; District of Kenora

PIN 42180-1092

Parcel 42682 Section District of Kenora Freehold; Lot 277 Plan M222; Lot 278 Plan M222; Lot 280 Plan M222; Lot 281 Plan M222; District of Kenora

PIN 42180-1093

Parcel 42682 Section District of Kenora Freehold; Lots 236-237 Plan M222, District of Kenora

PIN 42180-1007

Parcel 36864 Section District of Kenora Freehold; Lot 166 Plan M222; Lot 168 Plan M222; Lot 169 Plan M222; Lot 170 Plan M222; Lot 171 Plan M222; Pt 20, 23T6802; District of Kenora

Copies of the pertinent title documentation may be found in the Addendum.

Registered Owner

The subject property is registered in the name of Shire International Real Estate Investments Ltd.

The subject property described herein was acquired by Transfer KN16467 registered 14 December 2007 in consideration of $ 2,300,000.00.

The subject property has not changed hands in the last three years other than the above mentioned purchase.

The appraiser has been advised that the property is subject to "Power of Sale" proceedings initiated by the mortgage holder "Kody Stokes".

Encumbrances

A Charge was registered 14 December 2007 in favour of Kody Stokes in the original principal amount of $ 1,150,000.00.

Also recorded on title is the right to overflow and injuriously affect the subject lands with waters from the Lake of the Woods and the Winnipeg River up to elevation 1,045 feet, Geodetic Survey of Canada Datum 1923 adjustment.

Copies of pertinent title documentation may be seen in the Addendum.

COMMUNITY AND MARKET AREA ANALYSIS

The subject property on the Winnipeg River in the community of Minaki approximately 30 miles north of Kenora and approximately 150 miles northeast of Winnipeg. The site encompasses a peninsula bound by the Winnipeg River and Sand Lake. Minaki and the Tri-Municipal area of Kenora, Keewatin and Jaffray Melick are well known as a tourist and cottage destination, particularly for residents of Manitoba and the United States.

The area is serviced by Highway 17 (Trans Canada Highway) which provides access from Winnipeg to the west and Thunder Bay/Toronto to the east; and Highway 71 and Interstate 35 which provide access from the United States. From Kenora, Highway 596 provides access to Minaki.

Minaki Resort has been the focal point for the community for almost a century. In 1914 the first "Minaki Inn" was built and operated under the management of the Canadian Railway News Company. The Inn consisted of a small main building and an annex for the staff. In 1919 the newly formed Canadian National Railway acquired the property at cost. In 1923, the CNR began to convert the property to a first class wilderness resort. The "new" Minaki included a 9 hole golf course. In 1924 the lodge was renamed "Minaki Lodge." On June 11, 1925 as the finishing touches of the new Minaki Lodge were being completed, and the day prior to the grand re-opening the complex was destroyed by fire. The complex was rebuilt and opened June 22, 1927.

After several ownership changes, the Province of Ontario assumed ownership of Minaki Lodge and invested millions of dollars reconstructing the lodge. In 1987 Minaki Lodge was purchased by Four Seasons Hotels Ltd. The property has since been owned by Wabaseemoong Independent First Nation/Radisson Hotels, a private investor and most recent Phil Archer. The main lodge was destroyed by fire in October of 2003.

The loss of the main lodge and its closure since October 2003 has had an impact on the community. It is the appraiser's opinion that the closure has impacted the overall economy of the community as well as the general real estate market, however, the effect is difficult to quantify.

Permanent residents in Minaki total only 200 people, however, the community supports a strong tourist and cottage trade throughout the summer months. The area offers a number of quality resorts, lodges and campgrounds. Area lakes and rivers, including the Winnipeg and English River Systems, offer fishing for walleye, muskie, northern pike and bass. Hunting includes deer, black bear, moose and small game. Minaki also offers cross country skiing, mountain bike trails and rock climbing.

Minaki is located on the periphery of the Lake of the Woods Tri-Municipal Area which encompasses the communities of Kenora, Keewatin and Jaffray Melick collectively forming Northwestern Ontario's second largest centre. As such, it is the district seat for delivery of government services and commercial hub for the region.

According to Stats Canada, the 2006 population for the Tri-Municipal area was 15,177 which represents a 4.2% decrease over the 2001 population of 15,838. The 1996, 1991 and 1986 census populations were 16,365, 15,910 and 15,292 respectively. The population decline is consistent with communities throughout Northwestern Ontario. The area population increases substantially during the summer months due to tourists and cottagers.

There have been over 550 jobs lost in the forestry sector since 2005.

In 2005, the City of Kenora was faced with the most significant economic challenge of this generation. The local pulp and paper mill which had been the stalwart of the Kenora economy for over 100 years closed in doors. The mill closure resulted in the loss of 365 jobs, and a potential $61 million loss to the local economy. The City of Kenora alone lost over $ 2 million in property taxes, utilities, and user fees. This followed the closure of Devlin Timber which also resulted in the loss of 50 jobs in 2005.

Kenora Forest Products was acquired by Winnipeg-based Prendiville Industries in 1994 and produced approximately 80 million board feet of high quality SPF studs, railway ties, and squares annually. In 2008, Kenora Forest Products was closed indefinitely in 2008. Kenora Forest Products is hoping to take over Abitibi timber rights to finance plans for a $ 30M expansion.

Weyerhaeuser's new $ 260-million engineered wood products plant in Kenora is the largest mill of its kind in the world. The Kenora TimberStrand mill - 400,000 square feet and 10 stories high is located on a 150 acre site northeast of the City on the Jones Road between Highway 17 and the airport. The mill employs 200 people. In January of 2007 Weyerhaeser announced the permanent lay-off of 41 employees from their staff of 210.

To accommodate the Trus Joist plant, the City of Kenora extended water and sewer services to the site. A five-lot subdivision containing a total of 22 acres directly across from the Trus Joist TimberStrand Plant has been serviced with municipal water and sewer, natural gas, communications solutions and offers excellent road and airport access. Lots are available for sale by the City of Kenora. The Canadian Pacific Railway's mainline with located within one kilometre of the Trus Joist plant and the planned industrial park.

The second major industry is tourism which accounts for about 1,500 full and part-time jobs in the area. With more than 22 hotels and motels and over 200 resorts, the Tri-Municipal area has the capacity to accommodate a large number of visitors. Tourism has also been affected by the high Canadian dollar and high gasoline prices.

The mining sector has grown in importance to the Kenora area. Four granite quarries are operating locally supply to a world market. Gold mining continues to remain a key player in the area's economy. Under development are new discoveries of Lepidalite, a mineral used in hi-tech applications, and graphite.

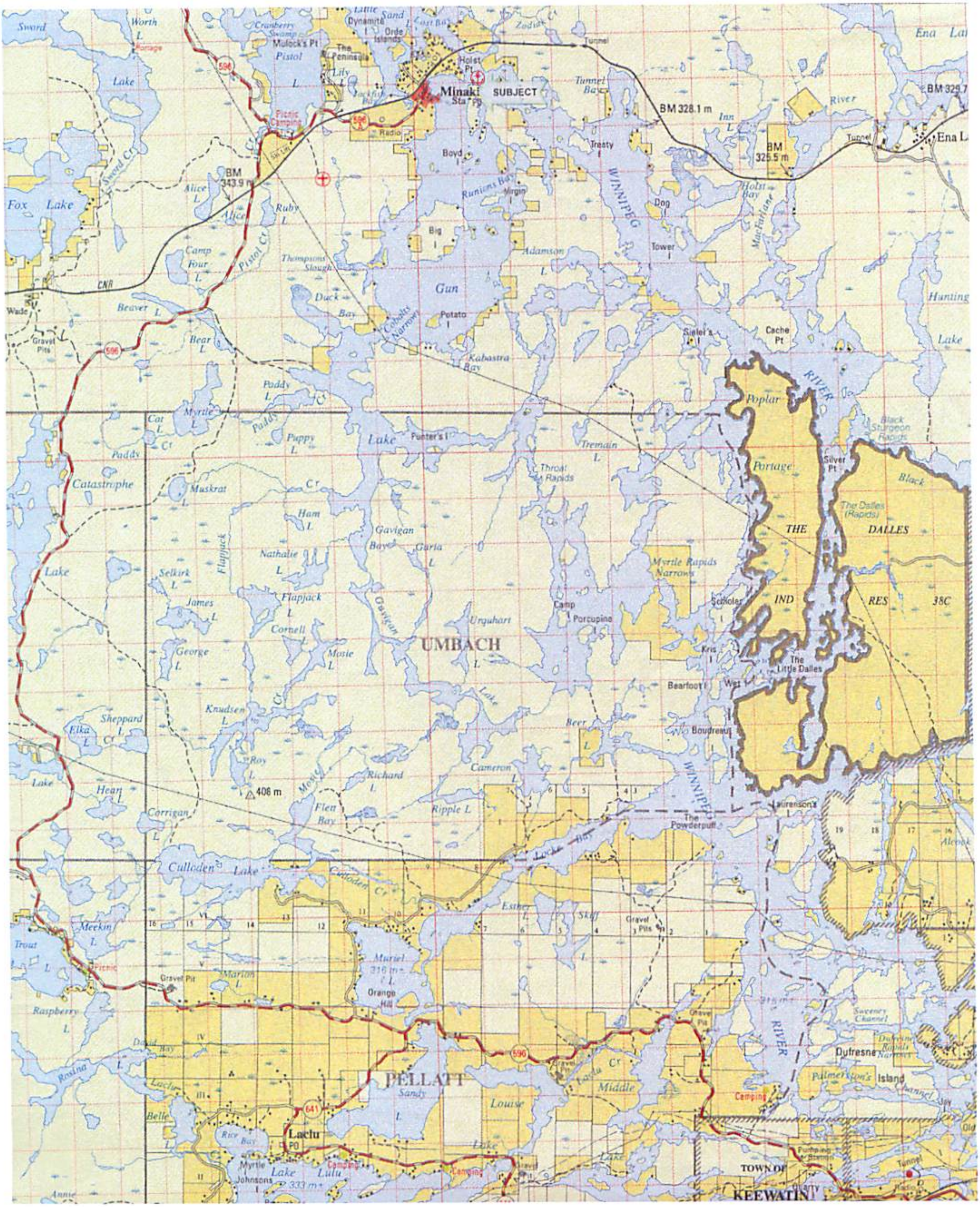
Several new small retail sector employers have opened in Kenora in 2001, offsetting a few stores that closed during the same time period. A new 150,000 square feet retail development opened in 2005. Tenants include Wal-Mart and a new Canadian Tire store.

The Tri-Municipal area functions as a strategic regional administrative and service centre. Most provincial ministries and federal departments are located in Kenora. Rationalization and downsizing of government services have resulted in job losses over the years.

The Tri-Municipal area offers all services and amenities that are typical of modern communities including modern elementary and secondary education facilities, post-secondary opportunities through Confederation College, distance education with Lakehead University and the University of Manitoba, shopping, places of worship, medical facilities, year-round recreation, housing and a diversified transportation network. The housing market has remained relatively steady, although a shortage of rental accommodation continues throughout the community.

Overall, the Tri-Municipal area is considered in a state of transition following the closure of the Abitibi pulp and paper mill in December of 2005. The City of Kenora has adopted an Economic Development Plan that recognizes the importance of addressing the economic impact of the mill's closure. It is expected that the City of Kenora will see an adjustment in the economy in the short term, however, stability is anticipated for the mid term.

LOCATION MAP



SITE ANALYSIS

Details regarding the subject site have been obtained from a search of title; assessment information provided by MPAC; Reference Plans 23R-6805, 23R-6806, 23R-10132, various site plans and sketches, and a personal site inspection. The appraiser has not been provided with a current survey that depicts the location of the subject improvements relative to the lot boundaries, although Plan 23R-6305 depicts the location of several buildings. The site is improved with cluster style motel units containing a total of 120 rooms; a manager's residence; maintenance building; staff house; six executive cabins each containing four bedrooms; an A-frame cottage; a restaurant building known as "Dockside"; a powerhouse; a pro shop; three bunkhouse style staff buildings; various outbuildings and site improvements; and the debris from the former main lodge that was destroyed by fire in October of 2003. The site was also improved with a par 32 executive course, playing 2,357 yards with a water system for the tees and greens. At the date of inspection, the on-site manager was maintaining the fairways.

The subject property comprises of three separate parcels: the main resort site containing 58.18 acres with approximately 2,995 feet of water front; a cottage property located on 3.45 acres; and various lots within the former townsite plan (M.222) containing 27.64 acres.

1. Main Site

The main resort site contains a total lot area of 58.18 acres and approximately 2,995 feet of water frontage along Sand Lake and the Winnipeg River. The site is bound on the north by Sand Lake and the Winnipeg River; on the south by the Canadian National Railway right-of-way; on the west by Sand Lake Road; and the east by the Winnipeg River. The topography of the site is relatively level to slightly rolling with a slight decline in elevation along the water's edge. The site was originally developed in 1914 and upgrading in the 1920's. A brief history of Minaki Lodge indicates that extensive fill was imported to the site to sculpt the golf course. The entire site has been landscaped. With the exception of general lawn cutting of the golf course, it has been assumed that no maintenance has been completed since the fire in October of 2003.

Access to the site is available by Front Street which traverses parallel to the CNR right-of-way. Based on Plan 23R-6805, it appears that the actual road and portions of the fairway encroach upon CNR property. A circular asphalt surfaced access road traverses through the south portion of the site. This road is reported to be opened to the public and provides an access road/easement to private properties to the southwest of the main site, three bunkhouse style buildings and a hydro transformer station. The circular road also accesses the six executive cabins, staff cottage and storage buildings and the severed cottage property. An interior road extends from the public road in a north direction providing access to the motel units, parking lots and the former main lodge. A service road extends along the Winnipeg River boundary between the power house, Dockside, and the former main lodge. All roads within the interior of the site are reported to be asphalt surfaced in average condition. The interior roads traverse through the nine-hole golf course.

The former main lodge and guest motel units are located toward the north limit of the site. The lodge was completely destroyed by fire in October of 2003. The foundation and debris have been enclosed by a chain link fence. Two separate cluster style motel buildings are located south of the main lodge site. The northermost building was reported to be attached to the main lodge by a walkway which was destroyed in the fire. Fire damage was noted on the north elevation this building. The motel clusters were designed to optimize the scenic vistas of Sand Lake. A small beach area and dock/landing were located in front of these buildings. Plan 23R-6805 depicts a License of Occupation 1304 for the beach and docks, however, attendance at the Ministry of Natural Resources indicated that this License of Occupation was cancelled 31 December 1995. This License of Occupation also extended along the north limit of the site to include the docking facilities in front of the "Dockside Restaurant." Land Use Permit 1155-1002437 included a 1.38 acre site for one dock. MNR has confirmed that this permit has been cancelled. In 2003/04 two new docks were constructed adjacent the original dock. MNR has advised that a purchaser will be required to apply for a Land Use Permit for the area surrounding the marina/docks.

The source of water for the property is the Winnipeg River/Sand Lake. The appraiser has obtained a copy of a Water Works Approval Certificate dated 29 May 1973. The appraiser has been advised that the Ministry of the Environment has jurisdiction over the potable water supply. A small pump house was observed south of the cluster motel units. The appraiser has been advised that the water treatment plant including pumps and filters was located in the basement of the main lodge. The domestic hot water supply including boilers and two commercial hot water tanks was also located in the basement. The appraiser was unable to inspect the basement area, however, Vern Poshner of Parkland Plumbing indicated that the boilers and tanks were located in a concrete bunker. As the property is being sold "as is" the purchaser will be required to comply with the Ministry of the Environment's standards regarding the water supply. Based on discussions with local plumbing contractors, the appraiser has been provided with a budget figure of $ 200,000 to $ 250,000 to install a new water treatment plant and water supply (hot water, cold water, fire protection). The "Dockside" restaurant operated on a separate water system and services which could be restored at a budget cost of approximately $ 10,000.

An elevated 25,000 gallon steel water tower was located on site, however, is reported not to have been in use.

The main site is serviced by a treatment plant that falls under the jurisdiction of the Ministry of the Environment as it discharges directly into the watercourse. The appraiser has been provided with a copy of the Certificate of Approval (Sewage) issued by the Ministry of the Environment to Four Seasons Hotels Ltd. dated 23 August 1988 regarding the expansion of modifications to the existing sewage treatment plant. As the property is being sold "as is" the purchaser will be required to comply with the Ministry of the Environment's standards regarding the sewage plant. Provided that the existing sewage plant can be utilized, a local plumbing contractor estimates the cost of bring the existing sewage treatment plant online at approximately $ 50,000.

The appraiser has also been provided with a copy of a Provisional Certificate of Approval for a Waste Disposal Site (sewage sludge) issued by the Ministry of the Environment dated 07 October 1987 with an attached operating plan dated 20 August 1987. The Ministry of Natural Resources reports that this site is governed by Land Use Permit 1155-1000360 which has been cancelled. Discussions with the Ministry of the Environment indicate that remedial work is required at the sewage lagoon. For the purpose of this report, it has been assumed that a purchaser would be required to make their own arrangements for disposal of sewage sludge which would include (a) hiring a company to dispose of the sludge as required; or (b) complete the remedial work at the existing lagoon and apply for the Land Use Permit.

The site was serviced by an electrical distribution system with several high voltage transformer sites. The appraiser has confirmed that extensive repairs will be required to restore power to the property. Items discussed included:

- upgrade service to STP
- restoring power to the lift station
- restoring power to the golf course, pro shop and Dockside Restaurant
- reconnnecting power to the sewage treatment plan
- connecting power to new domestic hot water system
- installing emergency power (generators were in lodge)
- installing power to new water treatment plant (plant was in main lodge for hot water, cold water and fire protection)
- inspecting and repairing underground lines
- television and cable
- cardex system
- lighting for tennis courts

It is estimated that the cost to restore power to the property to operate the motel units, Dockside and auxiliary buildings could be in the $ 150,000 to $ 175,000 range.

Additional site improvements include a water tower (obsolete), propane storage compound, parking lots, tennis courts, and extensive landscaping.

2. Cottage site (Parts 1 and 2, 23R-10132) containing 3.45 acres.

A cottage site was severed from the main holding and registered as Parts 1 and 2, Plan 23R-10132. This site is improved with a single storey cottage, a storage building, and dock. The appraiser has been advised that this site is self contained with regard to hydro service, water supply and sewage disposal. For the purpose of this report, it has been assumed that the site can be sold separately as per Planning Act Consent attached to Transfer No. 265772.

According to Plan 23R-10132, this site contains approximately 800 feet of water frontage on the Winnipeg River. According to MPAC, the lot area is 3.45 acres. The site is partially cleared with a natural tree buffer between the road and the cottage.

A Notice of Agreement was registered 04 June 1999 as Instrument No. 265773 relative to the continued use of Part 1, Plan 23R-10132 for the purposes of a golf course. This agreement is binding upon the parties hereto (Express Posadas de Canada Ltd. and Shafique Kassam) and their respective successors and assigns. A provision is included in the Agreement for termination in the event that Part 1, Plan 23R-10132 is no longer operated as a golf course. For the purpose of this report, it has been assumed that this Agreement is no longer valid.

3. Various Lots within Townsite containing 27.64 acres (MPAC)

The subject property includes numerous lots within the former townsite Plan M.222. Inspection of these lots has revealed that the only roads opened within the subdivision are Winnipeg Avenue, Nelson Avenue and Front Street.

Lot No.	Lot Size	Lot Area (Plan M.222)	Road Frontage
PIN 42180-1091			
147	132' x 155	0.47 acres	Yes
148	132.7' x Irr	0.47 acres	No
149	132.7' x Irr	0.44 acres	No
150	132.7' x Irr	0.31 acres	No
PIN 42180-1088			
151	154.9' x Irr	0.84 acres	No
152	154.9' x Irr	0.76 acres	No
PIN 42180-1090			
155	154.9' x Irr	0.68 acres	No
156	132' x 155	0.47 acres	No
157	132' x 155'	0.47 acres	No

158	132' x 155'	0.47 acres	Yes

PIN 42180-1087

159	132' x 155'	0.47 acres	Yes
160	132' x 155'	0.47 acres	No
161	132' x 155'	0.47 acres	No
162	132' x 155'	0.47 acres	No

PIN 42180-1086

209	132' x 155'	0.47 acres	Yes
210	132' x 264'	0.80 acres	No
211	132' x 264'	0.80 acres	Yes
230	132' x 264'	0.80 acres	Yes
231	132' x 264'	0.80 acres	No
232	132' x 264'	0.80 acres	No
233	132' x 264'	0.80 acres	No
234	132' X 264'	0.80 acres	Yes

PIN 42180-1089

212	132' x 264'	0.80 acres	Yes
213	132' x 264'	0.80 acres	No
214	132' x 264'	0.80 acres	No
215	132' x 264'	0.80 acres	No
226	132' x 264'	0.80 acres	No

227	132' x 264'	0.80 acres	No
228	132' x 264'	0.80 acres	No
229	132' x 264'	0.80 acres	Yes

PIN 42180-1093

236	132' x 264'	0.80 acres	No
237	132' x 264'	0.80 acres	No

PIN 42180-1092

277	132' x 264'	0.80 acres	Yes
278	132' x 264'	0.80 acres	No
279	132' x 264'	0.80 acres	No
280	132' x 264'	0.80 acres	No
281	132' x 264'	0.80 acres	Yes

PIN 42180-1007

166	66' x 155'	0.23 acres	No
167	66' x 155'	0.23 acres	No
168	66' x 155'	0.23 acres	No
169	66' x 155'	0.23 acres	No
170	66' x 155'	0.23 acres	No
171	66' x 155'	0.23 acres	No

PIN 42180-1008

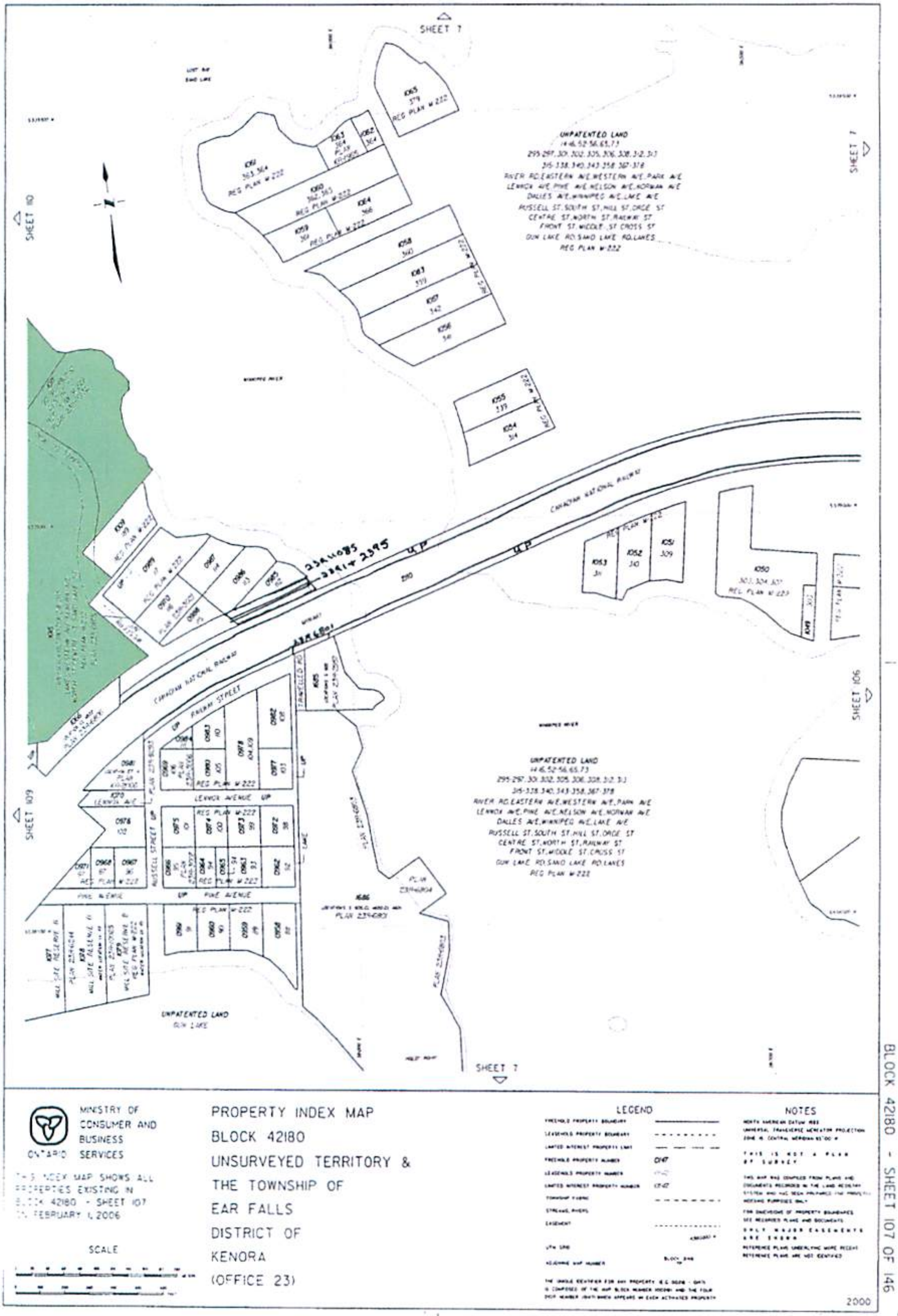
204	132' x 264'	0.80 acres	No
TOTAL		27.51 acres	

MPAC reports the total lot area as 27.64 acres.

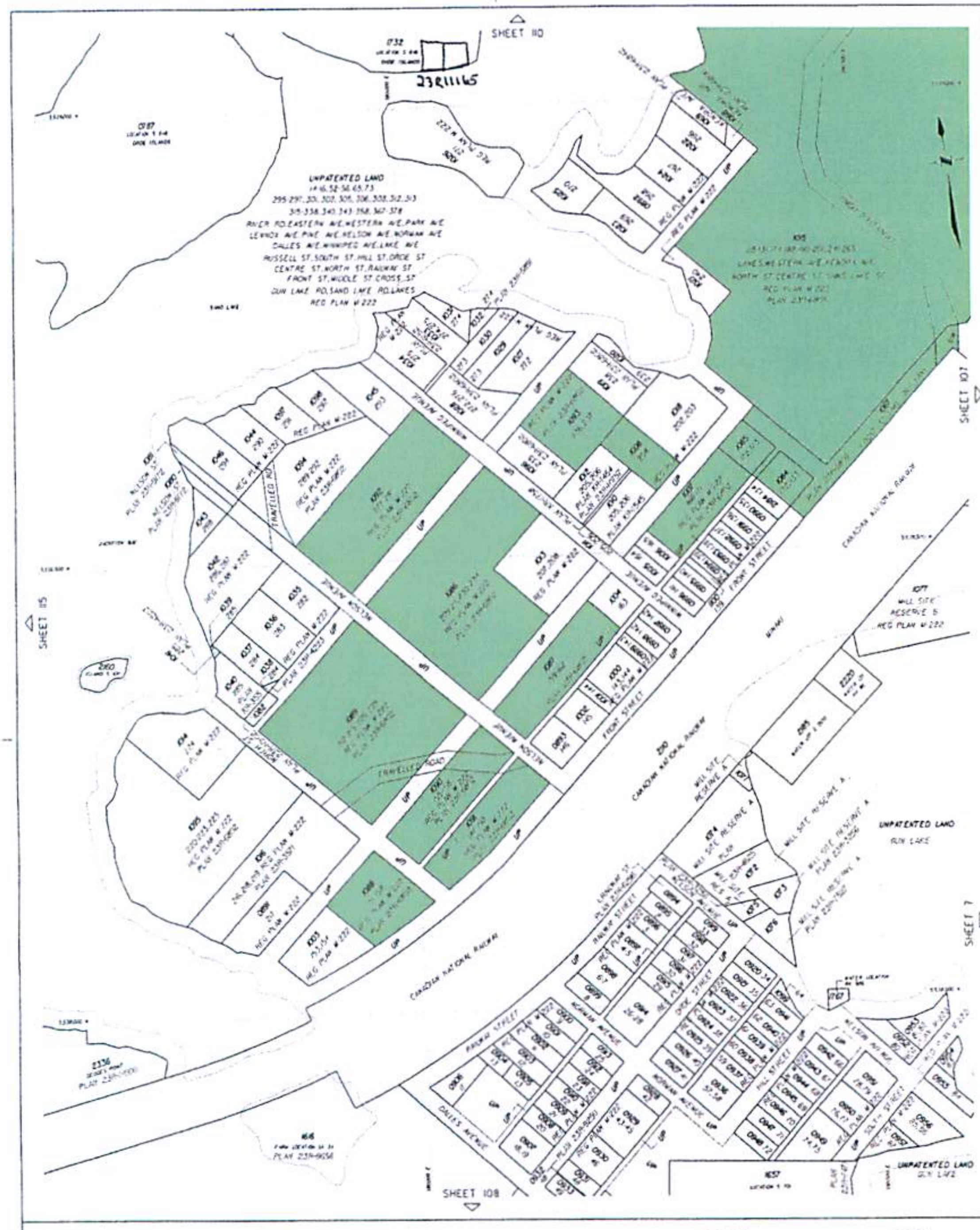
Services include hydro and telephone along the opened streets. The lack of municipal water and sanitary sewer necessitates the installation of wells and sewage disposal systems. Therefore, it is probable that the lots could be sold as blocks with at least one lot fronting a municipal road to meet lot requirements for well and sewage disposal or for lot expansion purposes for existing owners.

The subject lots, for the most part, remain in their natural state. Exposed bedrock was evident throughout the subdivision.

PIN MAP


SHEET 7
SHEET 10
SHEET 109
SHEET 106
UNPATENTED LAND
UNPATENTED LAND
CANADIAN NATIONAL RAILWAY
RAILWAY STREET
LENNOX AVENUE
PINE AVENUE
RUSSELL STREET
BLOCK 42180 - SHEET 107 OF 146
MINISTRY OF CONSUMER AND BUSINESS SERVICES
ONTARIO
THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 42180 - SHEET 107 ON FEBRUARY 1, 2006
SCALE
PROPERTY INDEX MAP
BLOCK 42180
UNSURVEYED TERRITORY &
THE TOWNSHIP OF
EAR FALLS
DISTRICT OF
KENORA
(OFFICE 23)
LEGEND
NOTES
THIS IS NOT A PLAN OF SURVEY
2000

PIN MAP



MINISTRY OF CONSUMER AND BUSINESS SERVICES
ONTARIO

THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 42180 - SHEET 109 ON FEBRUARY 1, 2006

SCALE

PROPERTY INDEX MAP
BLOCK 42180
UNSURVEYED TERRITORY &
THE TOWNSHIP OF
EAR FALLS
DISTRICT OF
KENORA
(OFFICE 23)

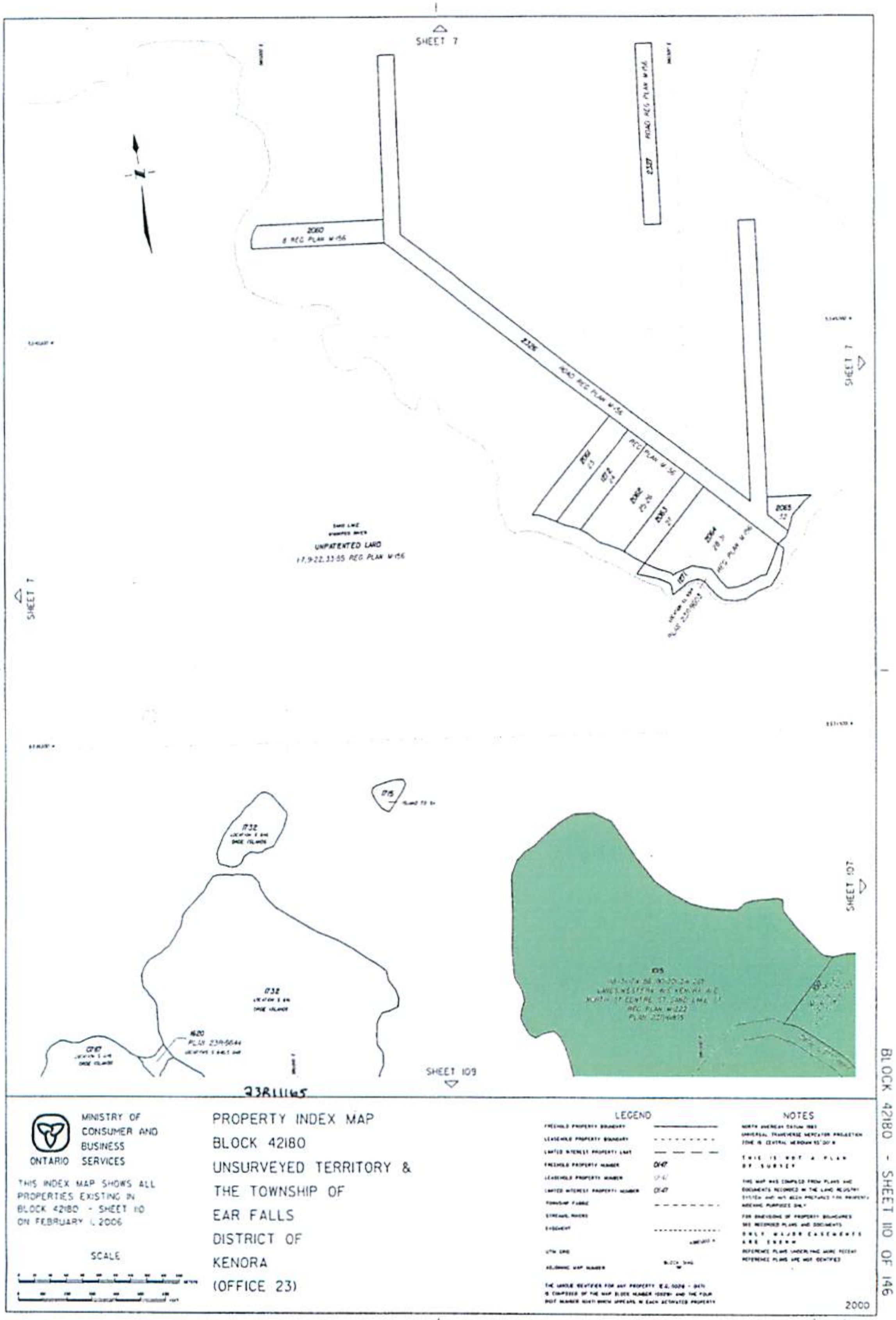
LEGEND

NOTES

THIS IS NOT A PLAN OF SURVEY

2000

PIN MAP


SHEET 7
2060
REG PLAN M156
2326
ROAD REG PLAN M156
REG PLAN M156
UNPATENTED LAND
SHEET 107
SHEET 109
23R11165
MINISTRY OF CONSUMER AND BUSINESS SERVICES
ONTARIO
THIS INDEX MAP SHOWS ALL PROPERTIES EXISTING IN BLOCK 42180 - SHEET 110 ON FEBRUARY 1, 2006
SCALE
PROPERTY INDEX MAP
BLOCK 42180
UNSURVEYED TERRITORY &
THE TOWNSHIP OF
EAR FALLS
DISTRICT OF
KENORA
(OFFICE 23)
LEGEND
NOTES
2000
BLOCK 42180 - SHEET 110 OF 146

DESCRIPTION OF THE IMPROVEMENTS

The main site is improved with cluster style motel units containing a total of 120 rooms; a manager's residence; maintenance building; staff house; six executive cabins each containing four bedrooms/bathrooms; an A-frame cottage; a restaurant building known as "Dockside"; a powerhouse; a pro shop; three bunkhouse style staff buildings; various outbuildings and site improvements; and the debris from the former main lodge that was destroyed by fire in October of 2003. The cottage site described as Parts 1 and 2, Plan 55R-10132 is improved with a cottage and outbuilding. The various lots within Plan M.222 described herein as Parcels 36864 and 42682 are unimproved.

The appraiser has not been provided with architectural drawings of the subject, therefore, construction details are estimated in areas where visual inspection is not possible. Descriptions may have been formed upon typical construction practices of the construction period being 1925 to 1983 and may not be completely relied upon for accuracy. The more salient construction details of which are as follows:

1. Cluster Motel Buildings

The cluster motel buildings were constructed on or about 1983 and contain a total of 118 rental rooms plus two large two-bedroom, two-bathroom executive suites with fireplaces. There are two main buildings with a staggered V-shaped configuration designed for maximize the view of the lake and golf course. As such, there are four distinct wings.

Construction is generally concrete and precast construction with an exterior covering of stucco. Spruce Court was located adjacent the main lodge and is reported to have been connected by a suspended walkway that was destroyed by the fire. Fire/smoke damage was noted along the north elevation of this building. Spruce Court is reported to contain 45 rooms on three floors. The reported gross floor area is 29,035 square feet and a net rentable area of 24,292 square feet.

Pine Court is situated south of Spruce Court and contains 73 rental rooms on three floors plus a loft style mezzanine. Two additional units are deluxe two storey, two-room suites. Pine Court is reported to contain a gross floor area of 46,769 square feet and a net rentable area of 38,931 square feet.

The guestroom clusters are single-loaded along exterior corridors. Typical guestrooms contain approximately 444 square feet. All guestrooms are partitioned into a living and sleeping area situated at the rear of the room, with sliding doors that open onto balconies and patios. The rooms on the upper floors had vaulted ceilings with additional windows.

Guest bathrooms are configured back-to-back and adjoin the entry vestibule. Fixtures include a combination tub/shower, tank toilet, sink with vanity, wall-mounted mirror and sheetgood flooring. Interior finish consists of drywall walls, textured ceiling and carpeted floors. Individual electric wall mounted "Keep Rite" units provided heat and air-conditioning. The complex was hard wired with smoke and heat detectors and fire alarms.

The appraiser was provided with a list of typical furnishing for guestrooms:

- floor-to-ceiling draperies and sheers
- wood panelling on walls
- wood-finish dresser
- lounge chair
- floor lamp
- work desk with lamp and chair
- wood-finish side tables
- wall-mounted lamps
- wall-mounted mirror and original artwork
- one telephone with voice mail
- alarm clock/radio
- remote-controlled colour television in an armoire; cable service
- self-serve mini-bar with refrigerator and bar sink
- ice bucket and four glasses
- metal entry door with brass hardware, peephole, deadbolt, standing chain lock and electronic lock
- enclosed closet with louvered wooden doors
- ceiling mounted lighting in entry vestibule
- sliding glass door patio or balcony
- coffee maker

The appraiser was unable to inspect all the guest rooms and could not verify whether all rooms were fully furnished as noted above.

The appraiser observed a large electrical room in Spruce Court. Discussions with a local electrical contractor suggested that electricity could be restored to the motel units, however, modifications would be required because the fire alarm system, TV and cable, the cardex system, emergency power (generator) and the water treatment plant (hot water, cold water, fire protection) were located in the main lodge. Other maintenance would be required due to the vacant, non-operating condition of these units since 2003.

The appraiser has been advised that prior to the 2007 purchase, two main floor adjoining rooms were in the process of being converted to a "condominium" style room. The appraiser has also been advised that consideration was given to reconfiguring potential condo units as multi-storey townhouse style units. Conversion of the motel to a condominium does not meet the Provincial Policy Guidelines and, would in all probability, be denied. As the property is being sold "AS IS" completion of these renovations/repairs will be the responsibility of the purchaser.

The buildings are reported to have been constructed in 1983. Other than the fire/smoke damage to the north wall, the two rooms under construction, deferred maintenance and minor vandalism, the buildings appeared in fair condition. The lack of maintenance since 2003 was apparent. The appraiser has been advised that there is "mold and mildew" throughout the interior, however, was unable to confirm the extent or seriousness of this comment. The contemporary cluster design is somewhat dated. The exterior access corridors feature various levels and concrete stairs which are not conducive for handicap or elderly access.

Operating of the motel units would require a facility for front desk services, administration, water treatment and domestic water, laundry facilities and other motel services. It is possible that some of these services could be housed in the newly constructed proshop and that the two rooms under construction could be utilized in conjunction with these motel services. The "Dockside" restaurant is of sufficient capacity to offer meal services.

As the units have been vacant for several years, it has been assumed that the interior and exterior of the buildings will require repairs and renovations.

Considering the physical and functional condition of the motel clusters, it is concluded that the buildings have an effective age of 30 years. Buildings of this nature have an economic life of 40 years.

2. Dockside Restaurant

The Dockside Restaurant is located east of the former main lodge. The building is wood frame construction with an exterior finishing of wood siding. The roof is gable with a covering an asphalt shingles. The building contains a gross floor area of 3,162 square feet with the balcony contributing an additional 2,547 square feet. The building is divided into an open restaurant and lounge; public washrooms, fully equipped kitchen, and a former pro shop. The appraiser has been advised that the restaurant/lounge could accommodate 100 people. Finishing consists of pine wood with an open ceiling and vinyl/resilient flooring. The flooring was in poor condition at the time of inspection.

The building is serviced by a 400 amp main service with a 125 amp subpanel for the new proshop. Hot water is provided by a 270 litre hot water tank. Discussions with a local plumbing contractor indicated that this building was self-sufficient with regard to a water source and hot water and this could be restored for an approximate cost of $ 10,000. Restoration of electricity to Dockside was estimated by an electrical contractor at $ 10,000. Three docks are located along the shoreline.

The building is estimated to have been constructed on or about 1987 and was in average condition at the date of inspection. The building offers remaining economic life of considerable duration.

3. Powerhouse

Situated east of the Dockside Restaurant is the Powerhouse. The power house is constructed on a concrete foundation. The building is log construction with concrete floors. The building is reported to contain a main floor area of 4,012 square feet with a 161 square foot addition. The basement contributed an additional 4,454 square feet.

The main floor was reported to be used for storage at the date of inspection. The basement of the building also houses the sewage treatment plant which is reported to operate on a Milltronics System installed in 1986. In addition, two 750 US gpm @ 104 psi pumps are used to retrieve untreated water from the Winnipeg River for irrigation of the subject's landscaping and for the fire hydrants located throughout the property. Two Slant/Fin Ltd. propane fired boilers are located in the basement provide heat to the building. An old Volcano boiler did not appear operational. The building was serviced with 600V power. Also located in the basement area was a workshop/storage area. As this equipment has not operated for several years, it has been assumed that repairs will be required to reactivate the system in compliance with the certificate of approval.

The building is estimated to have been constructed in 1925. The overall condition of the building was average and offers a remaining economic life of reasonable duration.

4. Sunset Cottage

Located north of the Powerhouse is a frame cottage described as "Sunset Cottage." The building is frame construction on concrete wood posts and concrete pads. The building is estimated to have been constructed in 1960, however, appears to have been renovated in recent years. Renovations include exterior painting of the artificial wood siding, replacement of windows with PVC casement units, upgrading of kitchen, and general interior decorating. The building contains a main floor area of 692 square feet.

The building is divided into an open living area, kitchen/dining area, three piece washroom, a main floor bedroom and a loft bedroom. The building had a main floor laundry with washer and dryer hookup and a hot water tank. Decks are located on the north and south elevations.

The building appears to have been utilized as the manager's accommodation until the fire.

The overall condition of the cottage is average.

5. Executive Cottages

Six rental cabins are located south of the main lodge. These log cabins were originally constructed around 1925 and extensively renovated in 1983. Each cabin contains approximately 1,394 square feet. Renovations include new concrete foundations with an insulated crawl space. The interior of the outside walls were lined with 2 x 4 studs, insulated and finished with drywall. New electrical wiring and plumbing fixtures were installed. Some windows were replaced. The buildings are electrically heated and air-conditioned by individual in-wall units.

Each building is divided into four bedrooms, each with a full bathroom. The centre of the building is used as a common living area. The configuration of these units is unusual due to the centre common area and would appeal to a large group travelling together.

Although the interiors have been renovated, the exteriors range in condition from fair to poor. The roof shingles appear to be nearing the end of their economic life.

6. Log Staff House

Situated adjacent the six executive cabins is a single storey log building containing a gross floor area of 2,854 square feet. The appraiser was unable to access the interior of this building. This original log building was constructed on or about 1925 and renovated in 1983. The foundation system was replaced with concrete piers and insulated. Interior renovations included new electrical wiring, plumbing and upgrading of the interior of the outside wall with 2 x 4 studs, insulation and drywall. The building is heated by electric baseboard units. The interior is partitioned into three double bedrooms and three single bedrooms, each with a three-piece bathroom. There is also a kitchen and sitting room.

The building appears in fair condition and offers a remaining economic life of limited duration.

7. Maintenance Building

A two storey log building on a concrete foundation is located in the area of the executive cabins. The appraiser was unable to inspect the second floor of this building. The building was unheated and utilized for a storage and maintenance building. The building contains a main floor area of 1,564 square feet and a gross floor area of 3,128 square feet. Based on an exterior inspection, the overall condition is fair.

8. Bunk Houses

Three bunkhouse style buildings are located south of the executive cabin area. The appraiser was unable to access these buildings. However, the buildings are frame construction and appear to be constructed on a post/pad foundation. The buildings contain a total of 40 rooms. The overall condition of these buildings appears fair/poor and do not appear to have been occupied for several years due to the deferred maintenance. The buildings appear to have been vandalized.

9. Pro Shop

A golf pro shop was constructed in 2003. The building is constructed on a concrete foundation with posts on grade. The building is frame construction with an exterior finish of artificial log siding. The foundation walls have a finish of stucco. The soffits and fascia are prefinished aluminum. The building features on open area with two 2-piece washrooms and an office or storage room that the appraiser was unable to inspect. The building is heated by a high efficiency Lennox furnace. Interior finishing consists of pine walls and ceilings and carpeted floors.

The building is in good condition and offers a remaining economic life of considerable duration.

10. Cottage Building located on Parts 1 and 2, Plan 23R-10132

The manager's cabin is of wood frame and log construction. The foundation consists of concrete posts to bedrock. The crawl space beneath has a dirt floor and offers sufficient space for storage and a forced air furnace. Windows are double hung with screens, several of which have been upgraded in recent years. The interior is reported to be lined with 2 x 4 studs, insulated and finished with drywall. The roof shingles appear to have been replaced in recent years. The building is divided into three bedrooms, a living room with a stone fireplace, kitchen, and four piece bathroom. It is estimated that the cottage was constructed in the 1930's and is reported to have been renovated in 1983. The building is self-contained with regard to electricity, water and sewage disposal. The overall condition of the building is average/good and offers a remaining economic life of reasonable duration.

ASSESSMENT AND PROPERTY TAXES

The total assessment and taxes (Education, Provincial Land Tax, Local Roads Board) for the subject property for the year ended 31 December 2009 are as follows:

Property	Roll Number	Phased in Assessment	Taxes 2009
Resort	60 07 700 00135100	$ 1,629,299	Not confirmed
Severed Cottage	60 07 700 001 35104	$ 212,250	Not confirmed
Vacant Blocks	60 07 700 001 38400	$ 170,250	Not confirmed

Under the Assessment Act a number of changes have been made to the property assessment system, which will effect the 2009 property tax year. These changes include the introduction of a four year assessment update cycle and phase in of assessment increases based on a 01 January 2008 valuation date.

The total phased-in portion of the Assessed Value for the 2009 taxation year is $ 2,011,799.

The full Assessed Value applicable to the 2012 taxation year is $ 2,551,000 representing a substantial increase over 2009. An assessment appeal is warranted.

LAND USE CONTROL

The subject property is located in Unorganized Territory with no formal zoning ordinance in effect. Development by way of severance and/or subdivision falls under the jurisdiction of the Ministry of Municipal Affairs and Housing. Other government ministries and agencies will continue to have the opportunity to provide comments prior to any proposed development of the subject site (Ministry of the Environment, Ministry of Natural Resources, Ministry of Municipal Affairs and Housing, Health, Education, etc.).

The Ministry of Municipal Affairs and Housing indicated that there are no Minister's Zoning Order in effect applicable to the subject property.

The following guidelines and policy statements should be reviewed by a potential purchaser when analysing the development potential of the subject property:

- Kenora District Land Use Plan (Ministry of Natural Resources)
- Provincial Policy Statement relating to development
- Archaeological issues
- Natural heritage issues
- Environment issues (i.e. former fuel storage on site)
- Fishery management issues (MNR). Fishing limits have recently been reduced on the Winnipeg River due to sustainability concerns

The Ministry of Municipal Affairs 2005 Provincial Policy Statement is of significance to any proposed redevelopment of the property.

Section 1.1.5 relates to "Rural Areas in Territory without Municipal Organization."

1.1.5.1 In rural areas located in territory without municipal organization, the focus of development activity shall be activities and land uses related to the management or use of resources and resource-based recreational activities.

1.1.5.2 The establishment of new permanent townsites shall not be permitted.

1.1.5.3 In areas adjacent to and surrounding municipalities, only development that is related to the management or use of resources and resource-based recreational activity shall be permitted unless:

a) The area forms part of a planning area; and
b) It has been determined, as part of a comprehensive review, that the impacts of growth will not place an undue strain on the public service facilities and infrastructure provided by adjacent municipalities, regions and/or the Province.

The Ministry of Municipal Affairs and Housing has interpreted this to mean that no new year-round subdivisions will be approved. This includes condominiums. With regard to the subject property, they have advised that a seasonal subdivision or condominium development would be supported. A condition of a subdivision/condominium development would be the seasonal control of the water and/or sewage disposal system. It is unknown what enforcement measures would be implemented.

The appraiser was not provided with a site plan that depicting the location of the underground services (water lines, sewage lines, hydro, etc.). Severance and/or subdivision may affect the location of these services and the cost to relocate them or draft appropriate easement and right-of-way agreements.

Numerous alternative uses have been suggested for the site. It will be the purchasers responsibility to ensure compliance with all government policies, regulations, licenses, etc.

With regard to the cottage property described as Parts 1 and 2, Plan 23R-10132, the appraiser has confirmed that the property received Planning Act Consent and that the Consent survives titles. Therefore, the property can be sold separately from the main lodge. Should a purchaser be interested in continuing the operation of the golf course, a survey is recommended to determine if a portion of this property is required for the operation of the golf course.

The various lots within Plan M.222 can be utilized for a variety of uses as they are located in unorganized territory.

PART FOUR - ANALYSES AND CONCLUSIONS

HIGHEST AND BEST USE

Fundamental to the concept of market value is the selection of a single use that develops the highest value of the subject property. The principle of Highest and Best Use is defined as follows:

> "That reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible and that results in the highest value."[3]

The highest and best use of a property is an economic concept that measures the interaction of four criteria: legal permissibility, physical possibility, financial feasibility and maximum productivity.

Several factors that must be considered in the assessment of a property's highest and best use include, location, supply and demand, conformity, government regulations, and improvements.

1. LOCATION

The subject property on the Winnipeg River in the community of Minaki approximately 30 miles north of Kenora and approximately 150 miles northeast of Winnipeg. The site encompasses a peninsula bound by the Winnipeg River and Sand Lake. Minaki and the Tri-Municipal area of Kenora, Keewatin and Jaffray Melick are well known as a tourist and cottaging destination, particularly for residents of Manitoba and the United States.

Minaki Resort was the focal point for the community. Permanent residents in Minaki total only 200 people however, the community supports a strong tourist and cottage trade throughout the summer months.

The area is serviced by the Trans Canada Highway which provides access from Winnipeg and Western Canada; Highway 17 which provides access from Thunder Bay, Toronto and Eastern Canada; and Highway 71 and Interstate 35 which provide access from the United States. From Kenora, Highway 596 provides access to Minaki.

2. SUPPLY AND DEMAND

The Tri-Municipal area supports 22 hotels and motels and over 200 resorts. There is considerable competition for tourist, fishermen, hunters, etc. Prior to the fire, the resort was advertised as a world class resort often referred to as the "Jewel of the North." The resort offered fishing, boating, a 9-hole golf course, tennis courts, conference rooms, three bars, two restaurants, business centre, indoor pool, hot tub and other amenities.

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[3]Appraisal Standards Board, Canadian Uniform Standards of Professional Practice, The Appraisal Institute of Canada National Office, Ottawa, Ontario, 01 January 2008, p.51.

The impact to the community of the loss of the main lodge and closure of the balance of the facility is considerable. Minaki Resort was the centrepiece of the community and drew tourists and cottage owners to the area. Discussions with local real estate agents suggest that, since the fire, the demand for cottage properties has softened, although an analysis of sales data suggests that the market began to recover in 2006. The loss of tourist traffic has impacted local businesses. Job losses have also affected the community.

The direct impact to the subject property must also be considered. The cluster motel units, restaurant and golf course generated income due to the presence of the main lodge. The amenities offered by the lodge resulted in a premium being paid for hotel accommodation. Without the lodge, the motel units will not be able to command rates higher than the standard hotel rates throughout the Kenora area. Instead of competing with Four Star resorts, the property will compete with Super 8, Comfort Inn, Travelodge, etc. on a seasonal basis. With lower room rental rates, it is uncertain whether the golf course, restaurant and marina can be sustained. The appraiser was advised that the golf course was not a profitable venture. The golf course was utilized by guests and local residents. It is unlikely that the golf course will be a destination point for tourists in Kenora as there are numerous competing golf courses in the Tri-Municipal area and Falcon Lake.

The demand for waterfront property remains strong throughout the Tri-Municipal area with property values appreciating annually. Lake of the Woods commands premium prices compared to the Winnipeg River and smaller inland lakes.

The property described as Parts 1 and 2, Plan 23R-10132 is marketable as a cottage property for which there is a demand. However, it is probable that the overall marketability of this property will be affected by the uncertainty of the future use of the adjoining Minaki Resort property.

The various vacant lots located in Plan M.222 are surrounding by year round and seasonal residential properties. While there appears to a demand for interior lots within the community, the marketability of these blocks and lots is considerable less than waterfront property.

3. CONFORMITY

Overall, it may be briefly stated that the use of the subject property as commercial tourist resort (prior to the fire) conformed with the nature of the surrounding land use. The architectural design of the remaining improvements also conform with the surrounding improvements. Surrounding land uses include private cottages and resorts.

The cottage property described as Parts 1 and 2, Plan 23R-10132 conforms well to the nature of the surrounding properties.

The vacant lots located within Plan M.222 are surrounded by a variety of year round and seasonal residences as well as vacant land. The properties conform to the nature of the surrounding land uses.

4. IMPROVEMENTS

The remaining improvements range in condition from fair/poor to average/good. The resort had been substantially upgraded in the 1980's and in recent years. Although the improvements offer a remaining economic life of reasonable duration, they are not operational in their present state. The property requires extensive repairs and renovations to the electrical systems, water systems, plumbing, and general demolition/site clean-up. The estimated cost to restore electricity to the remaining buildings is $ 180,000. The estimated cost to install a new water treatment plant and restore other plumbing services is $ 200,000. Restoring water and power to Dockside is estimated to be $ 17,500. The estimated demolition cost to remove the debris from the site, including removal of the foundation and backfilling the site is $ 403,245. It is expected that a purchaser will incur other costs in order to utilize the existing buildings. Including a contingency for other expenses, project management, risk, etc. the cost a purchaser is estimated to be $1,000,000.

The cottage located on Parts 1 and 2, Plan 23R-10132 has been reasonably well maintained and offers a remaining economic life of reasonable duration. It appears to offer potential for three-season use.

The introduction of 44 lots in this small market will exceed demand and is expected to affect their overall marketability and value.

5. GOVERNMENT REGULATIONS

The subject property is located in unorganized territory for which no formal zoning ordinance exists. A variety of uses are permitted subject to compliance with various government regulations and licensing requirements. Severance and/or subdivision of the subject property falls under the jurisdiction of the Ministry of Municipal Affairs and Housing. As such, applications are circulated to various government agencies and ministries for comments. The Ministry of Municipal Affairs, when questioned about potential subdivision and further severance was unable to comment other than to make reference to various policies, land use plans and other development criteria published by various government agencies and ministries. The Ministry of Municipal Affairs and Housing has interpreted the 2005 Provincial Policy Statement that no new year-round development will be permitted in unorganized municipality. This may have a significant impact the conversion of this property to an alternative use.

A 3.45 acre site described as Parts 1 and 2, Plan 23R-10132 was severed from the main holding. Changes in the Planning Act ensures that the consent remains intact regardless of ownership. Therefore, this property can be sold separately from the main holding.

CONCLUSION

As vacant, the subject property offers potential for a variety of uses, including severance and/or subdivision subject to compliance with various regulations, policies and development criteria issued from numerous government agencies and ministries.

As improved, it is concluded that the Highest and Best Use of the main site is for seasonal commercial or non-profit use subject to repairs and modifications to the electrical systems, water systems and other plumbing considerations. This would include uses such as a tourist resort, hotel with waterfront amenities, cultural or non-profit uses requiring accommodation of guests or clients.

It is possible that the existing use (as is) does not represent the Highest and Best Use of the property. In other words, the underlying land value may be equal or greater than the value of the site, as is. The purchaser/investor will be responsible to determine if the cost to repair and bring the property to an operational condition is viable.

APPROACHES TO VALUE

It is generally recognized that there are three essentially different value tests:

1. Valuation based upon direct comparison with recent sales of similar properties in the open market - the Direct Comparison Approach.

2. Valuation based on the capitalization of the net income produced by the property - the Income Approach.

3. Valuation based on the current cost of reproducing or replacing the improvements less accrued depreciation from all causes, plus the market value of the land - the Cost Approach.

The three approaches are interrelated and are composed of factors found in the market. Each involves the gathering and analysis of sales, cost and income data that pertain to the property being appraised.

THE DIRECT COMPARISON APPROACH

The Direct Comparison Approach contemplates the comparison of the subject property with properties that have recently sold or are listed for sale, rented, or offered for rent. The underlying assumption is that if the property had been in competition with the comparable property, and, appealing to the same class of purchaser, it would have been in the same market. The principle of substitution is thus intrinsic to this approach. Because no two properties are alike, adjustments must be made to account for the differences.

THE INCOME APPROACH

In the Income Approach, an estimate is made of the expected future income, and of the anticipated cost to produce that income.

On the basis of the return the prudent investor would require on his investment, and the time in which the original investment is expected to be recaptured, a discount rate is applied against the expected net income, resulting in the Estimate of Value by the Income Approach.

The underlying premise is the assumption that there is a relationship between the income, specifically the net income, that a property is capable of earning, and its value at any given moment in time.

THE COST APPROACH

In the Cost Approach, an estimate is made of the investment that would be required, under current market conditions, to construct improvements identical with those on the subject site. From the cost figure so derived, the estimated loss in value through the various forms of depreciation (Accrued Depreciation) is deducted and the estimated land value added.

Inherent in this approach is the principle of substitution which states that when a property is replaceable, its value tends to be set by the cost of acquiring an equally desirable substitute property, assuming no costly or unnecessary delay is encountered when making the substitution. The basic premise of this method is that the appraised property competes in the marketplace with any newly-constructed, functional substitute property.

FINAL ESTIMATE OF VALUE

The previously outlined Approaches to Value will, in all probability, result in three different Estimates of Value.

These estimates of value are rendered into one Final Value Estimate through Correlation. In this process, each estimate of value is considered in light of the accuracy, importance and relevancy of the data on which it is based. The result is the Final Estimate of Value.

SUMMARY

The market has demonstrated that little correlation exists between the depreciated reproduction cost new and the value of properties of this age. Therefore, considering the purpose and intent of the report, the Cost Approach to Value has not been included herein.

The Income Approach to Value is not considered relevant due to the lack of financial data.

The most relevant approach to value is the Direct Comparison Approach.

Three values will be provided:

1. The main site containing 58.18 acres, "AS IS"
2. The cottage property described as Parts 1 and 2, Plan 23R-10132.
3. The various lots located within Plan M.222 containing 27.64 acres.

DIRECT COMPARISON APPROACH
MAIN SITE CONTAINING 58.18 ACRES

MARKET DATA - IMPROVED PROPERTY SALES

Sale No. A1 - Quetico Centre - Atikokan

Instrument No:		RD6303
Registration Date:		02 October 2006
Vendor:		Superior Credit Union Limited
Purchaser:		1698248 Ontario Ltd.
Legal Description:	PIN 56066 2077	Pcl 23797 Sec Rainy River; Location SH 344 Unsurveyed Territory Pt 1 48R2135; District of Rainy River
	PIN 56066 2101	Pcl 23942 Sec Rainy River; Location SH 345 Unsurveyed Territory Pt 1 & 2 48R2183; District of Rainy River
	PIN 55066 1574	Pcl 18531 Sec Rainy River; Location SH 111 Unsurveyed Territory Lying & Being on Eva Lake; District of Rainy River
	PIN 56066 2251	Pcl 25645 Sec Rainy River Surface Rights Only; Location CL 6854 Unsurveyed Territory Pt 1, 48R3293; District of Rainy River
	PIN 56066 1814	Pcl 19534 Sec Rainy River; Location SH-206 Unsurveyed Territory; Location SH-207 Unsurveyed Territory Being All of the Said Islands Lying above the High Water Mark of Eva Lake; District of Rainy River
	PIN 58066 3327	Pt Summer Resort Location SH-101 Unsurveyed Territory S of Twp of Trottier Pt 7, 48R4026; District of Rainy River
	PIN 58066 3328	Pt Summer Resort Location SH-101 Unsurveyed Territory S of Twp of Trottier Pt 6, 48R4026; District of Rainy River
	PIN 56066 3329	Pt Location SH372 Unsurveyed Territory Pt 1, 48r4035 & Pt 8, 48R4023; District of Rainy River
	PIN 56066 3330	Location SH 372 Unsurveyed Territory Pt 1 & 2,48R2276 Except Pt 1, 48R4035 & Pt 8,48R4026; District of Rainy River

PIN 56066 3331 Pt Location CL 855 Unsurveyed Territory Pt 1, 2 & 3, 48R4026; District of Rainy River

PIN 56066 3392 Location CL 855 Unsurveyed Territory Pt 4 & 5, 48R4026; District of Rainy River

Lot Size: 122.37 Acres (MPAC)
Consideration: $ 1,330,000.00

Included in the sale price (Power of Sale) was Quetico Centre on Eva Lake. The site was improved with 103 residence rooms, 2 houses, conference centre with 15 meeting rooms, and a leisure centre with included a library, gymnasium, indoor pool and games room. The site was equipped with a self-contained water treatment plant and waste treatment plant. The purchaser has since relisted the property in four parts. If unsuccessful, the purchaser has indicated that he will subdivide the property for seasonal recreational lots.

Sale Price Per Room: $ 12,913

Residence

Resource Centre

Sale No. A1 - Quetico Centre - Atikokan

Conference Centre

Leisure Centre

Moss & Adventure Islands

Sale No. A2 - Kenricia Hotel - Kenora, ON

Instrument No:	LT305095
Registration Date:	03 June 2005
Vendor:	349512 Ontario Limited
Purchaser:	Kenricia Properties Inc.
Legal Description:	PIN 42163 0002 Parcel 19833 Section DKF; Part Lot 6, Block 2, Plan 3 being the Easterly 65 feet in perpendicular width of the southerly 7 feet; Part Lot 7, Block 2, Plan 3 being the Easterly 65 feet in perpendicular width of the Northerly 13 feet; Kenora PIN 42163 0052 Parcel 22462 Section DKF; Part Lot 7, Block 2, Plan 3 described as follows: Commencing at a point in the Easterly limit of Main Street where it is intersected by the southerly limit of the northerly 13 feet in perpendicular width of said Lot 7, then southerly along the said easterly limit of Main Street South 36.5 feet to where it is intersected by the northerly limit of the southerly 16 inches in perpendicular width of said Lot 7; thence easterly along said last mentioned limit 150 feet to the easterly limit of said lot which is also the westerly limit of a lane shown in said Plan; thence northerly along the easterly limit of said lot 7 36.5 feet to the said southerly limit of the northerly 13 feet of said Lot 7; thence westerly along said last mentioned limit 150 feet to the POB; Kenora. PIN 42163 0184 Part Lot 7, Block 2, Plan 3; Lot 8 Block 2, Plan 3; Part Lot 9, Block 2 Plan 3 as in R33170; Kenora
Lot Size:	134.00' x Irregular containing 19,345.5 ft^2 (MPAC)
Consideration:	$ 825,000.00 ($ 125,000 Cash, $ 700,000 VTB)

The site is improved with a five storey hotel that was constructed in 1910. The main floor contained retail/restaurant tenants and dining room. The upper floors contained 68 rooms. The hotel was in fair condition and required modernization and upgrading. The purchasers are investigating the viability of converting the existing rental rooms into luxury condominiums.

Sale Price Per Room: $ 12,132

Sale No. A2 - Kenricia Hotel - Kenora, ON

Sale No. A3 - 630 Lakeview Drive, Kenora, ON

Instrument No:	LT303844
Registration Date:	04 April 2005
Vendor:	613913 Ontario Inc.
Purchaser:	1651056 Ontario Inc.
Legal Description:	PIN 42161 0115 Parcel 38627 Section District of Kenora Freehold; Firstly Pt Old Colonization Road through Bulmer's Mill Location Kenora Part 2, 23R8032; Secondly Part Bulmer's Mill Location Kenora Part 1 & 2, 23R8032; S/T LT 211989, Kenora
Lot Size:	201.14' x Irregular containing 23,522 ft^2 (MPAC)
Zoning:	"C3" Commercial
Consideration:	$ 350,000 (includes $ 50,000 chattels & equipment)

The site was improved with a two storey motel hotel that contained 29 rooms and a restaurant. The building was in fair condition.

Sale Price Per Room: $ 12,069

Sale No. A4 - 700 Stewart Street & 1 Morrison Crescent , Fort Frances, Ontario

Instrument No:	A83404
Registration Date:	12 September 2003
Vendor:	Royal Bank of Canada
Purchaser:	2032072 Ontario Inc.
Legal Description:	PIN 56019-933, 56019-937, 56019-939, 56019-938, 56019-936, 56019-964, 56019-935, 56019-1039
Firstly:	Parcel 1-1, Section SM193 being Lots 1, 2, 3, Plan SM193;
Secondly:	Parcel 6-1 Section SM193 being Part of Lot 6, SM193 designated as Part 3, Plan 48R1147;
Thirdly:	Parcel 7-1 Section SM193 being Lots 7, 8, 9, 10, Plan SM193;
Fourthly:	Parcel 6-2 Section SM193 being Part of Lot 6, and Elliott Avenue, Plan SM193 designated as Parts 1 and 2, Plan 48R1147;
Fifthly:	Parcel 5-1 Section SM193 being Lot 5, Plan SM193;
Sixthly:	Parcel Street-7 Section SM193 being Part of Elliott Avenue Plan SM193 designated as Part 4, 48R1147;
Seventhly:	Parcel 4-1 Section SM193 being Lot 4, Plan SM193;
Eighthly:	Parcel Block F-1 Section SM193 being Part of Block F, Plan SM193 and Part of Elliott Avenue, Plan SM193 designated as Part 3, Plan 48R855;
	In the Town of Fort Frances, District of Rainy River
Lot Size:	97,546 ft^2 (MPAC)
Consideration:	$ 695,000.00

The site was improved with a part one and two storey motel with restaurant, coffee shop and lounge. The motel contained 67 guestrooms. The building was in fair condition and required extensive roof and HVAC repairs at the date of sale.

Sale Price Per Room: $ 10,373

Sale No. A4 - 700 Stewart Street & 1 Morrison Crescent , Fort Frances, Ontario

Sale No. A5 - Former Best Western Airport Inn, Marathon, ON

Instrument No:	LT51117
Registration Date:	01 October 2004
Vendor:	Case Fera Co.Ltd.
Purchaser:	2053527 Ontario Ltd.
Legal Description:	PIN 62448-1493 Parcel 17382 Sec TBF being Location T.W. 102, Part 1, Plan 56R-710, Township of Marathon, District of Thunder Bay
Lot Size:	600.00' x 600.00' containing 8.26 acres
Zoning:	"C3" Highway Commercial
Total Consideration:	$ 500,000.00

Included in the purchase price was the former Best Western Hotel on Highway 17 near Marathon. The property sold under distressed conditions without the Best Western flag, however, the purchasers upgraded the property and restored the franchise. The building contained 44 rental units and a gross floor area of 23,338 ft^2. The building contained a restaurant with lounge, a large meeting room, exercise area, sauna and private offices. Propane fireplaces were located in the lobby and restaurant. Also located on the site was an Esso gas retail outlet. This property was resold in 2008 for $ 2,350,000 based on improved management.

Sale Price Per Room: $ 11,363

Sale No. A6 - English River Motel, English River, ON

Instrument No.	KN15350
Registration Date:	25 October 2007
Purchaser:	Moncreif Construction Limited
Legal Description:	PIN 42109-0056 Parcel 40916 Section DKF SRO; Part Location CL8862 Corman Part 2 23R9224; District of Kenora PIN 42109-0078 Parcel 27185 Section DKF; Location PP804 Corman as in PA17101; Plan attached to PA17101; District of Kenora
Lot Size:	1.91 acres (Patent)
Zoning:	Unorganized
Consideration:	$ 136,900.00

Instrument No.	KN19330
Registration Date:	21 May 2008
Purchaser:	Confidential (private individuals)
Legal Description; Lot Size:	As Above
Consideration:	$ 175,000.00 ($ 167K cash + $ 8K Chattels)

The site included a 14-unit motel (12 doubles + 2 kitchenettes), an owner's residence and a restaurant. The building was vacant at the time of the 2007 transaction. It was acquired by a road contractor to accommodate his staff during the 2007/2008 construction season. The motel sold in 2008 for full operation.

Sale Price Per Unit:	$ 9,779 (vacant)
Sale Price Per Unit:	$ 12,500 (operating)

Sale No. A7 - Maple Leaf Motel - Sioux Narrows, ON

Instrument No.	KN3899 (POS Lakewood Credit Union Limited)
Registration Date:	19 May 2006
Vendor:	Maple Leaf Motel (Sioux Narrows) Ltd.
Purchaser:	Confidential (private individuals)
Legal Description:	PIN 42117-0977 Parcel 24422 SEC DKF; Location FD65 McGeorge as in PA1636; Sioux Narrows-Nestor Falls PIN 42117-0980 Parcel 30247 SEC DKF; Pt Location HA410 McGeorge Part 1, 23R3487; Sioux Narrows-Nestor Falls
Lot Size:	310.13' x Irregular containing 0.7 acres
Zoning:	"C1" (MPAC)
Consideration:	$ 220,000.00

The site was improved with a twelve-unit motel with an attached residence. Other buildings include a pizza shop and ice cream parlour (22' x 41'), a tackle shop (12' x 23') and a 26' x 28' garage. A two storey building contained a 4-bedroom owner's residence and a two bedroom apartment.

Sale Price Per Rental Unit: $ 18,333

Sale No. A8 - Town & Country Motel- 500 Government Street, Dryden, ON

Instrument No:	KD12888
Registration Date:	19 July 2007
Vendor:	55727 Ontario Inc.
Purchaser:	2141103 Ontario Inc.
Legal Description:	PIN 42084 0010 (LT) Parcel 22100 Section DKF; Block A Plan M398; Dryden
Lot Size:	284.58.00' x 192.00' containing 1.25 acres (MPAC)
Zoning:	"CH" Highway Commercial
Consideration:	$ 490,000.00 ($490K VTB)

The site was improved with a two building motel containing 16,222 ft^2. The original portion which contained a two storey owner's quarters (4 bedroom) and 17 single units was constructed in 1957. A second two storey L-shaped building was constructed in 1963 had 14 double rooms, 4 kitchenette rooms and 2 large suites for a total of 20 units. The building was in average condition. The total complex contained 37 units. The motel had two accesses to Highway 17 (Government Road).

Sale Price Per Unit: $ 13,243

Sale No. A9 - Minaki, ON

Instrument No:	279176
Registration Date:	16 August 2001
Vendor:	The Point At Minaki Ltd.
Purchaser:	Duane Hell Construction Co. Inc.
Legal Description:	Parcel 41858 being Parts of location S.905 being designated as Parts 1, 2, 3 and 4 on Plan 55R-6801, and Location CL 4820 designated as Parts 1, 2 and 3 on Plan 23R-6803 and Part of Location CL 4821 being designated as Part 2 on Plan 6804, all at the Townsite of Minaki, District of Kenora
Lot Size:	2,649.96' shoreline frontage containing 15.44 acres (MPAC)
Zoning:	Unorganized
Consideration:	$ 650,000.00

This property is known as Holst Point at Minaki, Ontario. The property comprises of a peninsula southeast of the subject property. The property had been improved with numerous cottages in poor condition that have been rebuilt by the owner. Discussions with a real estate agent involved in the transaction indicates that the property was viewed primarily as vacant land by the purchaser who has totally redeveloped the property.

Sale Price Per Shoreline Foot: $ 245.29

MARKET DATA ANALYSIS - IMPROVED PROPERTY SALES

To estimate the market value of the subject property by the Direct Comparison Approach, reference has been made to eight sales (A1-A8 inclusive) of motel/hotel and resort styled properties. Due to the limited size of the Kenora/Minaki real estate market, it has been necessary to extend our investigation to other communities throughout Northwestern Ontario. The unit of comparison adopted herein is the sale price per room; the results of which are arrayed as follows:

ARRAY OF UNIT VALUES

Sale No.	Sale Date	Sale Price	No. of Rooms	Price/Room
A6	10/07	$ 136,900	14	9,779
A4	09/03	$ 695,000	67	10,373
A5	10/04	$ 500,000	44	11,363
A3	04/05	$ 350,000	29	12,069
A2	06/05	$ 825,000	68	12,132
A1	10/06	$ 1,330,000	103	12,913
A8	07/07	$ 490,000	20	13,243
A7	05/06	$ 220,000	12	18,333

The above array suggests the motel/hotels and resort styled properties have been transacting between $ 9,779 and $ 18,333 per room. Additional comments are warranted.

The subject property is improved with a cluster motel development with 118 rental rooms. Also located on the site are six four-bedroom executive cottages with a capacity of 24 rental rooms. The balance of the residential accommodation has been reviewed as staff housing. The A-frame cottage described as Sunset Cottage also offers potential for staff/manager accommodation. Therefore, the property will be viewed as containing 142 potential rooms. The real estate market tends to support a correlation between unit value and motel size such that smaller motels tend to sell at a higher rate per room when compared to similar, larger motels. This relationship is often referred to as "economies of scale." This relationship is somewhat demonstrated by the above array. There are, however, other factors that impact the selection of a unit value.

The sales selected for analysis were operating (with the exception of Sales No. A1, A4, A6 and A7) at the date of sale whereas the subject will be sold as vacant and non-operating. The additional risk of acquiring a non-operating business warrants a downward adjustment. Also, the subject property had been operating on a seasonal basis for many years whereas the sale selected for analysis operated on a year-round basis with their greatest occupancy occurring during the winter months. As this impacts the potential revenue that could be generated, a further downward adjustment is warranted.

The subject property is located on the Winnipeg River on an attractive peninsula. The properties selected (with the exception of Sale No. 1) are located in built-up areas of Kenora, Dryden, Fort Frances and Marathon. Upward adjustments are warranted due to the differences in the underlying land value.

Sale No. A1 represents the sale of Quetico Centre on Eva Lake near Quetico Park. This property was sold as vacant under Power of Sale. The general utility of the property is considered somewhat comparable. The motel/residence units and cottages are similar. The property had a conference centre, resource centre and leisure building intact. A downward adjustment is required due to contributory value of these improvements. Although the lot area is greater (which included two small islands), the potential for redevelopment is considered comparable. The purchaser has relisted the property as four separate property based on natural severance and older reference plants. If unsuccessful in this marketing, the appraiser has been advised that the purchaser will demolish buildings to accommodate a plan of subdivision. This sale offers the greatest comparability.

Sale No. A2, represents the sale of Kenricia Hotel in Kenora. This property had a dining room, retail stores, and lounge. The purchasers are investigating the viability of converting the rental rooms to condominiums.

Sale No. A3 represents the sale of a smaller motel/restaurant property in Kenora. A downward adjustment is required with regard to the number of rooms and "economies of scale." However, an upward adjustment is require with regard to location and underlying land value.

Sale No. A4 represents the sale of the former Red Dog Inn in Fort Frances under Power of Sale. The building required extensive repairs to the roof and HVAC systems which is believed to have impacted the sale price.

Sale No. A5 represents the sale of the former Best Western near Marathon, Ontario. The property sold under distressed conditions.

Sale No. A6 represents the sale of a small, seasonal motel in English River. This sale has been included to demonstrate the difference between a non-operating and operating sale, which in this instance was 28%.

Sale No. A7 represents the sale of a motel in Sioux Lookout that transacted under Power of Sale.

Sale No. A8 outlines the sale details of an operating motel in Dryden. A downward adjustment is required due to economies of scale. Conversely, an upward adjustment is required due to its location.

For the purpose of this report, with consideration given to the number of units, the age and condition of the improvements, the seasonal nature of the operation and general location, a unit value of $ 13,000 per unit is considered reasonable and has been utilized herein. However, this value is predicated on the property being operational, although vacant.

As noted herein, there are substantial costs required before the property can be operational. The appraiser has contacted the companies that provided quotations in the original report.

The appraiser has received an estimate of approximately $ 400,000 + GST to demolish all remaining concrete foundations of the main lodge; dispose of the material at a licensed site and backfill at vacant excavations and contour grade to existing elevations. There may be difficulty in locating a disposal site that would accept this debris which could impact this estimate.

Substantial work is required to restore electrical power to the site, including:

- upgrading service to STP
- restoring power to the lift station
- restoring power to the golf course, pro shop and Dockside Restaurant
- reconnecting power to the sewage treatment plant
- connecting power to new domestic hot water system
- installing emergency power (generators were in lodge)
- installing power to new water treatment plant (plant was in main lodge for hot water, cold water and fire protection
- inspecting and repairing underground lines
- television and cable
- cardex system
- lighting for tennis courts

Discussions with a local electrical contractor estimated the cost of completing these items to be approximately $ 150,000 to $ 175,000 + GST. Restoring power to Dockside Restaurant is estimated to be $10,000.

A local plumbing contractor also provided a budget estimate of $ 200,000 to $ 250,000 to install a new water treatment plant, and other plumbing services. An estimate of $ 50,000 has been provided to inspect, upgrade and/or repair the existing sewage treatment plant, provided that approvals can be obtained to use the existing system.. Restoring water to the Dockside Restaurant is estimated to be $ 10,000.

The total cost to bring these systems online is $ 820,000 to $ 875,000. This excludes repairs/renovations to existing buildings and improvements.

A purchaser will also be responsible for other fees, inspection reports, licenses, Land Use Permits, etc. A prudent purchaser would also consider the risk inherent in this project and incorporate a management fee or profit. For the purpose of this report, it is estimated that the cost to bring the property to an operational condition, based on a 20% "risk/profit" factor will be approximately $ 1,000,000.

Therefore:

Subject Property contains 142 Potential rental rooms @ $ 13,000 per room	$ 1,846,000
LESS: Estimated Cost to bring the property To an operational condition	$ 1,000,000
MARKET VALUE OF SUBJECT PROPERTY "AS IS"	$ 846,000
	(Rounded) $ 846,000

ADDITIONAL COMMENTS - MARKET VALUE ESTIMATE, AS VACANT

In support of this value estimate, the appraiser has investigated the underlying land value of the site. Ultimately, the market value of the subject property "AS IS" should exceed that market value of the site, as vacant.

Sale No. A6 represents the sale of a peninsula at Minaki that was completely redeveloped. The location, site characteristics and market conditions are comparable to the subject. However, the subject property contains 58.08 acres whereas Holst Point contained 15.44 acres. Minaki Lodge has approximately 2,995 feet of shoreline frontage and Sale No. A6 had 2,649.96 feet of water frontage. To provide a reasonable comparison, the subject property will be viewed as two adjoining properties: (1) the peninsula with 2,995 feet of water frontage and an approximate lot area of 25.84 acres as defined as Part 1, Plan 23R-6805; and (2) the interior area representing 32.34 acres. This division is based on land use for valuation purposes and is not to be construed as a potential severance for planning purposes.

A minimum unit value of $ 300 per front foot, as applied to the water frontage will be used to arrive at a market value for the waterfront portion. For the purpose of this report, the interior area contains 32.34 acres. To arrive at a rate for the interior lands, reference has been made to the valuation of the subject interior lots which contains a combined lot area of 27.64 acres of various interior lots located in Plan M.222. The market value of these lands is reported herein as $178,000 or $ 5,504 per acre. These lots are inferior to the subject warranting an upward adjustment. A unit value of $ 6,500 per acre will be utilized with regard to the balance of the site.

Therefore:

Waterfront portion contains 2,995 feet @ $ 250 per waterfront foot	$ 898,500
Interior Property contains approximately 32.34 acres @ $ 6,500 per acre	210,210
MARKET VALUE OF SUBJECT PROPERTY, AS VACANT	$ 1,108,710
	(Rounded) $ 1,100,000

SUMMARY OF VALUES

1.	Market Value of Subject Property, AS IS	$ 846,000
2.	Market Value of Subject Property, As Vacant	$ 1,100,000

Based on the above value estimates, the market value of the subject property, AS VACANT, exceeds the estimated market value, AS IS. This would suggest that the existing buildings do not contribute to the overall value and, may be regarded as a liability to the property. However, there is a considerable cost to demolishing all improvements to create a vacant site suitable for redevelopment. The demolition of the fire damaged lodge is estimated to be $ 400,000.

Considering the above value estimates with consideration given to the subject location, market conditions, overall condition of the property and risk, it is concluded that the market value of the subject property, as at 11 September 2009, AS IS, is:

EIGHT HUNDRED AND FIFTY THOUSAND DOLLARS
$ 850,000

DIRECT COMPARISON APPROACH
COTTAGE PROPERTY (PARTS 1 AND 2, PLAN 23R-10132)

MARKET DATA - IMPROVED PROPERTY SALES

Sale No. B1 - Pistol Lake, Minaki, ON

Registration Date:	01 June 2005
Legal Description:	PIN 42180 0751 Parcel 26519 Section District of Kenora Freehold, Summer Resort Lot 11, Plan M513, District of Kenora
Lot Size:	171' x Irregular containing 0.90 acres
Zoning:	Unorganized
Consideration:	$ 170,000.00

The site was improved with a 1,600 square foot cottage with a screened in veranda. Also located on the site was a bunk house near the water's edge.

Sale No. B2 - Minaki, ON

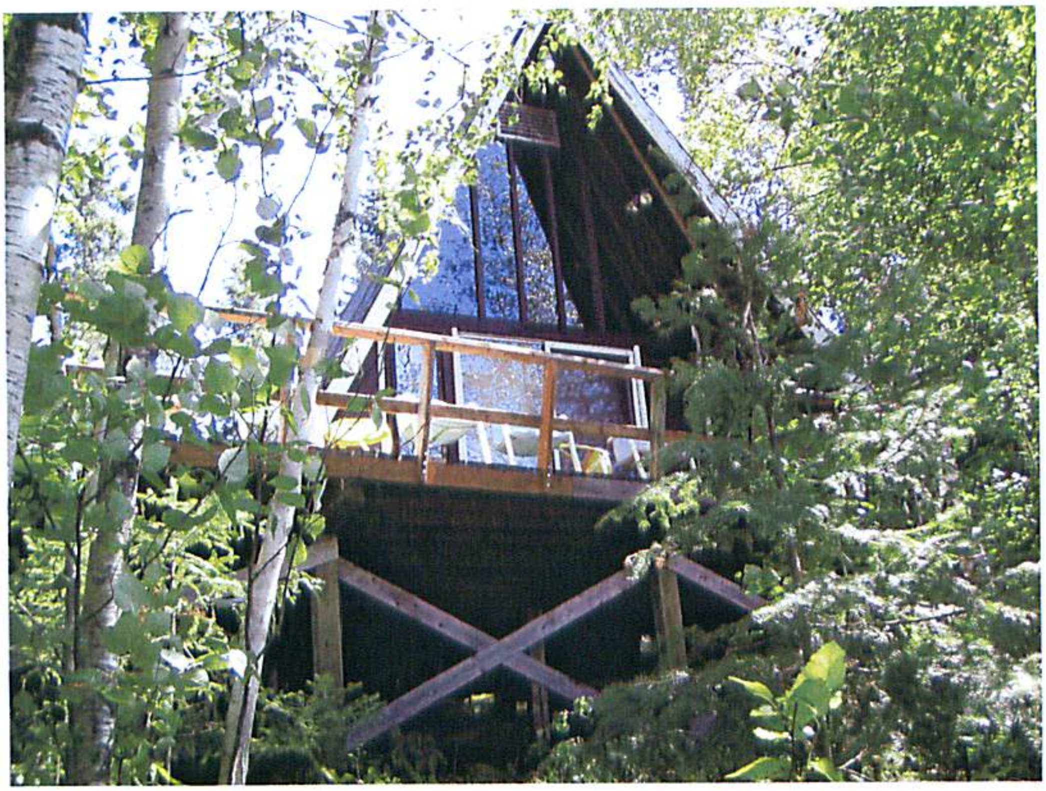
Registration Date:	05 May 2006
Legal Description:	PIN 42180 1097 Parcel 11887 Section District of Kenora Freehold being Lot291, Plan M222, District of Kenora
Lot Size:	140.00' x Irregular containing 0.57 acres
Zoning:	Unorganized
Consideration:	$ 166,155.00

The site was improved with a four-bedroom cottage that was constructed in 1925. Also located on site was a large deck, dock and bunkhouse. Services included hydro, telephone, lake drawn water, septic tank and field and year round road access.

Sale No. B3 - Pistol Lake, Minaki, ON

Instrument No:	297006
Registration Date:	20 May 2004
Legal Description:	Parcel 24357 being Lot 7, Plan M447, District of Kenora
Lot Size:	0.82 acres
Zoning:	Unorganized
Consideration:	$ 158,000.00

The site was improved with an A-frame cottage containing approximately 800 square feet that was built in 1962.



Sale No. B4 - Gunn Lake, Minaki, ON

Registration Date:	17 August 2006
Legal Description:	PIN 52180 1078 Parcel 42379 Section District of Kenora Freehold: Part Mill Site Reserve B, Plan M222, Part Water Location LK49 Unsurveyed Territory Parts 1 & 2, 23R-10025; Secondly: Part Mill Site Reserve B, Plan M222; Part Water Location LK49 Parts 1 & 2, 23R6244; S/T LY32128; District of Kenora
Lot Size:	770' x Irregular containing 1.12 acres
Consideration:	$ 159,500.00

The site was improved with a 1,120 square foot waterfront residence with an enclosed three season porch. The building is divided into two bedrooms, a four piece bathroom, and a kitchen/dining/living area.

Sale No. B5 - Gunn Lake, Minaki

Registration Date:	14 August 2009
Legal Description:	PIN 421280 1079 Pcl 42380 Sec DKF; Pt Mill site reserve B Plan M222; Pt Water Location LK49 Unsurveyed Territory Pt 3 & 4, 23R10025; District of Kenora
Lot Size:	176.00' x irregular containing 1.14 acres (MPAC)
Consideration:	$ 240,000.00

The site was improved with an 1,100 square foot main cottage, guest cottage and long house. The main cottage was divided into a living room, two bedrooms, bathroom and kitchen. MPAC reports that the cottage was built in 1933. The property was listed for sale in 2007 for $ 445,000 and sold in 2009 for $ 240,000.

Sale No. B6 - Skunk Hollow, Minaki

Registration Date:	October 2009
Legal Description:	PIN 42180 0986 Pcl 29042 Sec DKF; Lot 113 Plan M222; District of Kenora PIN 42180 0970 Pcl 31121 Sec DKF; Lot 116 Plan M222; Pt 1, 2 & 3, 23R3021; District of Kenora PIN 42180 0988 Pcl 8050 Sec DKF; Lot 114 plan M222; District of Kenora
Lot Size:	140' waterfrontage containing combined lot area of 2.4 acres (MPAC)
Consideration:	$ 170,000.00

The site was improved with four buildings, each containing approximately 660 square feet and in fair condition. Attractive shoreline with sandy beach. The property was sold "as is."




MARKET DATA ANALYSIS - IMPROVED COTTAGE SALES

To estimate the market value of the subject cottage described as Parts 1 and 2, Plan 23R-10132 situated on 3.45 acres, the appraiser has selected six cottage sales located in the Minaki area, two of which are located on Pistol Lake and four located in Minaki Townsite. Pistol Lake is a good boating and fishing area that provides access to the Winnipeg River, Rough Rock and Sand Lakes. The sales selected for analysis were transacted in 2004 - 2009 and represent current market trends. The unit of comparison adopted herein is the sale price per property; the results of which are arrayed as follows:

ARRAY OF UNIT VALUES

Sale No.	Date	Sale Price	Comments
3	05/04	$ 158,000	A-frame cottage, Pistol Lake, inferior design and condition
4	08/06	$ 159,500	1,120 square foot waterfront cottage/residence built in 1946
2	05/06	$ 166,155	Minaki cottage, similar vintage
1	06/05	$170,000	Pistol Lake, 1,600 square foot cottage
6	10/09	$ 170,000	Minaki townsite, four small houses on site, sold "as is"
5	09/09	$ 240,000	Minaki cottage with guest cottage and long house, 1,110 square feet main cottage, built 1933

The above array suggests that cottage properties in the Minaki area have been transacting between $ 158,000 and $ 240,000. This is a relatively consistent range.

Sale No. 2 represents the sale of a similar vintage cottage in Minaki.

Sale No. 1 represents the sale of a cottage on Pistol Lake.

Sale No. 3 represents the sale of an A-frame cottage on Pistol Lake. The general design and utility of the property are inferior to the subject suggesting that this sale reflects the lower limit of value.

It is noted that the subject property contains 3.45 acres. An Agreement was registered on title as Instrument No. LT265773 on 04 June 1999 which states that "Espress Rosadas De Canada Ltd" maintained an unrestricted right-of-way over Part 1 on Plan 23R10132 for the purpose of golfing or maintaining a golf course, as long as it is part of a golf course. Also, the Agreement "shall enure to the benefit of an be binding upon the parties hereto and their respective successors and assigns." For the purpose of this report, it has been assumed that the purchaser will acquire the former Minaki Lodge and the severed cottage as one holding. The purchaser is cautioned that this Agreement is registered on title.

To determine the impact of the closure/fire at Minaki Lodge on the cottage real estate market, the appraiser has reviewed sales data from 2003 to 2009. The average sale price of cottage properties dropped slightly in 2004 and 2005, however, rebounded in 2006. Also, the number of sales declined in 2004 an 2005 with an increase in activity after 2006. This suggests that the Minaki waterfront real estate market has adjusted to the closure of the lodge.

Therefore, considering the subject location, the above average lot area, amenities, condition, and general market conditions including the uncertainty as to the future use of the adjoining resort property, it is concluded that the market value of the cottage property described as Parts 1 and 2, Plan 23R-10132 is $ 185,000.

MARKET VALUE OF COTTAGE PROPERTY DESCRIBED AS PARTS 1 AND 2, PLAN 23R-10132	$ 185,000

DIRECT COMPARISON APPROACH
VARIOUS LOTS LOCATED IN PLAN M.222

MARKET DATA - VACANT LAND SALES

Sale No. C1 - Minaki, ON

Instrument No:	277513
Registration Date:	28 May 2001
Vendor:	Minaki Foundation
Purchaser:	Confidential
Legal Description:	PIN 42180 1019 Parcel 42451 Sec DKF; Lot 238, Plan M.222, Townplot of Winnipeg River Crossing, now Minaki, District of Kenora
Lot Size:	0.80 acres
Zoning:	Unorganized
Consideration:	$ 7,500.00

Sale Price Per Lot: $ 7,500

Sale No. C2 - Minaki, ON

Instrument No:	272312
Registration Date:	30 June 2000
Vendor:	Minaki Foundation
Purchaser:	Duane Hell Construction Co. Ltd.
Legal Description:	Parcel 42172 being Part 16, Plan 23R-6802, Townsite of Minaki, District of Kenora
Lot Size:	0.95 acres
Zoning:	Unorganized
Consideration:	$ 15,000.00

Vacant lot fronting Winnipeg Avenue, Minaki.

Sale Price Per Lot: $ 15,000

Sale No. C3 - Minaki, ON

Instrument No:	274038
Registration Date:	03 October 2000
Vendor:	Minaki Foundation
Purchaser:	Confidential
Legal Description:	PIN 42180-1094 Part of Parcel 25682 being Lot 289 and Part of Lots 290, 291 and 292, Plan M.222, Townplot of Winnipeg River Crossing, now Minaki, District of Kenora
Lot Size:	2.67 acres (MPAC)
Zoning:	Unorganized
Consideration:	$ 30,000.00

Vacant lots within the community of Minaki.

Sale Price Per Lot:	$ 7,500

Sale No. C4 - Minaki, ON

Instrument No:	272468
Registration Date:	10 July 2000
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180-0931 Remainder of Parcel 14111 being Part of Lot 48, Plan M.222,S/S Orde Street, Townplot of Winnipeg River Crossing, now Minaki, District of Kenora
Lot Size:	0.22
Consideration:	$ 8,000.00

Sale Price Per Lot:	$ 8,000

Sale No. C5 - Minaki, ON

Instrument No:	270271
Registration Date:	17 February 2000
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180-0930 Parcel 12800 being Lots 46 and 47, Plan M.222, Townplot of Winnipeg River Landing, now Minaki, District of Kenora
Lot Size:	0.46 acres
Zoning:	Unorganized
Consideration:	$ 12,000.00

Two vacant lots on Orde Street, Minaki situated south of the railway tracks.

Sale Price Per Lot: $ 6,000

Sale No. C6 - Minaki, ON

Instrument No:	280328
Registration Date:	15 October 2001
Vendor:	The Point at Minaki Ltd.
Purchaser:	Confidential
Legal Description:	PIN 42180-0973, 42180-0975, 42180-0974 Parcel 20988 Sec DFK; Lot 99, Plan M.222; Parcel 21548 Sec DKF; Lot 101, Plan M.122; and Parcel 42327 Sec DKF; Lot 100, Plan M.222, District of Kenora
Lot Size:	0.50 acres each
Zoning:	Unorganized
Consideration:	$ 28,985.51

Three vacant interior lots located in the community of Minaki, south of the CNR railway line.

Sale Price Per Lot: $ 9,662

Sale No. C7 - Railway Street, Minaki, ON

Registration Date:	14 July 2006
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180 0902 Parcel 18606 Section District of Kenora Freehold; Lot 11 Plan M222 S/T the right to overflow and injuriously affect the aforesaid land with waters from the Lake of the Woods and the Winnipeg River up to elevation 1045 feet, geodetic survey of Canada datum 1923 adjustment, District of Kenora PIN 42180 0903 Parcel 21406 Section District of Kenora Freehold; Lot 12 Plan M222; District of Kenora
Lot Size:	134.8' x Irregular containing 0.66 acres
Consideration:	$ 10,000.00
Sale Price Per Lot:	$ 5,000

Sale No. C8 - Minaki, ON

Registration Date:	30 April 2003
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180 0917 Pcl 9094 Sec DKF; Lot 31 Plan M222; District of Kenora
Lot Size:	66.00' x Irregular containing 0.23 acres
Consideration:	$ 13,000.00

Acquired by an abutting property owner

Sale No. C9 - Minaki, ON

Registration Date:	21 May 2009
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180 0935
	Pcl 21445 Sec DKF; Lot 51, Plan M222; District of Kenora
Lot Size:	66.00' x Irregular containing 0.23 acres
Consideration:	$ 9,500.00

Previous purchaser was 05 June 2007 for $ 9,250.00.

Sale No. C10- Minaki, ON

Registration Date:	14 October 2008
Vendor:	Lou Cordeiro Construction Ltd.
Purchaser:	1698689 Ontario Inc,
Legal Description:	PIN 42180 0897
	Pcl 26921 Sec DKF SRO; Lots 4-5; District of Kenora
Lot Size:	66.00 x Irregular containing 0.23 acres each
Consideration:	$ 10,000.00

Sale No. C11 - Minaki, ON

Registration Date:	10 July 2002
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180 0946
	Pcl 21896 Sec DKF; Lot 70, Plan M22; District of Kenora
Lot Size:	66.00' x Irregular containing 0.23 acres
Consideration:	$ 13,000.00

Acquired by an abutting property owner.

Sale C12 Hill Street, Minaki, ON

Registration Date:	18 March 2004
Vendor:	Confidential
Purchaser:	Confidential
Legal Description:	PIN 42180 0939
	Pcl 19770 Sec DKF; Lot 61, Plan M222; District of Kenora
Lot Size:	66.00' x 155.00' containing 0.23 acres
Consideration:	$ 12,000.00

Acquired by the property owner of Lots 60, 62, 63 and 64.

MARKET DATA ANALYSIS - VACANT LAND SALES

To estimate the market value of the subject lots located in Plan M.222, the appraiser has investigated 12 vacant land sales within the subject subdivision. The sales were transacted between 2000 and 2009 and the question arises whether an adjustment for time is warranted. There is insufficient market evidence to support an increase or decrease in the sale prices of interior vacant lots within the community of Minaki. Although market evidence suggests that waterfront real estate activity in Minaki is beginning to recover from the closure of Minaki Lodge, it is the appraiser's opinion that this trend may not be as prevalent with regard to interior, non-waterfront property. Therefore, the sales are assumed to reflect current market trends. The unit of comparison adopted is the sale price per lot; the results of which are arrayed as follows:

ARRAY OF UNIT VALUES

Sale No.	Date	Sale Price	No. of Lots	Price Per Lot	Lot Area (Acres)
C7	07/06	10,000	2	5,000	0.33 avg
C10	10/08	10,000	2	5,000	0.23 each
C5	02/00	12,000	2	6,000	0.43 avg
C1	05/01	7,500	1	7,500	0.80
C3	10/00	30,000	4	7,500	0.67 avg
C4	07/00	8,000	1	8,000	0.22
C9	05/09	9,500	1	9,500	0.23
C6	10/01	28,985	3	9,662	0.50 each
C12	03/04	12,000	1	12,000	0.23
C8	04/03	13,000	1	13,000	0.23
C11	07/02	13,000	1	13,000	0.23
C2	06/00	15,000	1	15,000	0.95

The above array suggests that vacant lots within the community of Minaki have been transacting between $ 5,000 and $ 15,000 per lot. Several comments are warranted. Sales No. C1, C2 and C3 are located on the north side of the railway right-of-way in proximity to the subject lots. The balance of the sales are located south of the CNR right-of-way.

Sales No. C8, C11 and C12 were acquired by abutting property owners. It is the appraiser's opinion that the motivation of land assembly typically results with a purchaser paying a premium for the property.

The subject lots are scattered throughout the interior the subdivision without water frontage. Also, only 10 of the lots offer direct road frontage at this time. Therefore, it is the appraiser's opinion that the properties will either be sold as a block, or several blocks that combined road frontage and interior lots. As such, it is the appraiser's opinion that the properties will be sold based on an "average sale price" with lot size governing the unit value. Generally, the smaller lots, particularly those located south of the railway tracks are realizing lower sales prices that the larger lots located north of the tracks.

In this regard, under normal market conditions, an average unit value of $ 8,500 is considered appropriate for the larger subject lots (0.80 acres) and $ 5,000 for the smaller lots. There are two lots (Lots 151 and 152) that are totally landlocked and cannot be combined with a lot offering road frontage. Therefore, a nominal average unit value of $ 1,000 will be applied to these lots.

As noted above, it is probable that these lots will be marketed as a block or several blocks. A discount is believed appropriate to reflect the probability that a purchaser would be acquiring up to 44 lots whereas the typical purchaser would acquire 1 to 4 lots. A subdivision in Nakina was marketed when Buchanan announced the construction of a sawmill. Ontario Realty Corporation was selling lots for $ 1,500. However, a developer from Thunder Bay purchased 44 lots at $ 1,000 each. Therefore, economies of scale in this instance suggest a 30% discount.

Additionally, there have been few sales of interior lots within the community of Minaki for several years. Discussions with local real estate agents have suggested that the fire at Minaki and the closure of the resort has had an impact on the real estate market. Based on a review of sales activities in the Minaki area, the number and average sale price of waterfront property declined after 2003 through 2004 and 2005. In 2006, the average sale price and number of sales increased which suggests that the market was adjusting to the closure of Minaki Lodge. Although the market for waterfront property appears to be recovering, there is no evidence that this trend has affected interior, non-waterfront property, other than those sales acquired by abutting property owners for lot expansion purposes. It is the appraiser's opinion that a prudent purchaser would consider the risk and time required to resell these lots, at a profit. For the purpose of this report, a risk factor of 10% will be incorporated herein.

Therefore:

Subject Property contains 24 larger (0.80 acres) lots @ $ 8,500 per lot	$ 204,000
Subject Property contains 18 smaller lots @ $ 5,000 per lot	90,000
Subject Property contains 2 landlocked lots that cannot be combined with road frontage lots @ $ 1,000 each	2,000
SUB TOTAL	296,000
LESS: 10% Discount due to Market Conditions and 30% Discount due to economies of scale	118,400
MARKET VALUE OF VARIOUS LOTS IN PLAN M.222	177,600
	(Rounded) $ 178,000

RECONCILIATION AND FINAL VALUE ESTIMATE

The purpose of this section of the appraisal is to bring together the various estimates of value as outlined in the report and arrive at a final conclusion. The value estimates by each approach are outlined as follows:

COST APPROACH .... N/A

INCOME APPROACH .... N/A

DIRECT COMPARISON APPROACH

1. Main Resort situated on 58.18 acres .... $ 850,000
2. Cottage situated on Parts 1 & 2, Plan 23R-10132 .... $ 185,000
3. Various Lots located in Plan M.222 containing 27.64 acres (combined) $ 178,000

The Cost Approach is most applicable when appraising properties that include buildings which are relatively new. It is based on the principal of substitution whereby a prudent purchaser would not pay more for a property than it would cost him to acquire a substitute property provided that there were no undue delays in making the acquisition. The subject properties represent vacant land. Therefore, this approach is not relevant in this instance.

The Income Approach is most applicable when appraising properties that are designed or acquired for investment purposes. This property does not meet this criteria at this time.

The Direct Comparison Approach is based on the actions of buyers and sellers. This method is easily understood by participants in the market. This approach is relevant in this instance.

Prior to the acquisition of the subject property by Shire International Real Estate Investments Ltd. the property was made available in February 2007 by Grant Thornton Limited. The fire occurred in October 2003. It has also been available in 2002 by Minaki Resort 2002 Inc (MLS 022714) at an asking price of $ 8,000,000.00. Prior to this it has been available for sale since 1998 and had not operated since 1996. The property had been listed by Colliers International, Toronto; Insignia, Atlanta Georgia; and in 2000 by Sally Kendall Real Estate, Kenora. A review of hotel/motel sales and resort sales suggest marketing periods in excess of 24 months. Considering that the subject property requires extensive capital work prior to operation and that the property has operated on a seasonal basis in the past, the value has been predicated upon a twenty-four-month exposure period. This time frame is considered reasonable based upon a review of transactions involving similar properties and discussions with participants in the area real estate market.

Based on the above-noted comments, it is concluded that the market value of the subject property as at 11September 2009, (excluding GST and including FF&E integral to the business operation) is concluded to be:

1. Main Resort situated on 58.18 acres .... $ 850,000

2. Cottage situated on Parts 1 & 2, Plan 23R-10132 .... $ 185,000

3. Various Lots located in Plan M.222 containing 27.64 acres (combined) $ 178,000

CERTIFICATION

Re: Minaki Lodge, Minaki, Ontario

I certify that to the best of my knowledge and belief that:

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal impartial, and unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, or a conclusion favouring the client;
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards;
- I have the knowledge and experience to complete the assignment competently;
- No one provided significant professional assistance to the person signing this report;
- As of the date of this report, the undersigned has fulfilled the requirements of The Appraisal Institute of Canada Continuing Professional Development Program for members;
- The undersigned is a member in good standing of the Appraisal Institute of Canada.
- I personally inspected the subject property on 11 September 2009.
- Based upon the data, analyses and conclusions contained herein, the market value of the leased fee interest of the property described as Minaki Lodge, including the remaining chattels and equipment, (excluding GST), as at 11 September 2009, is estimated at:

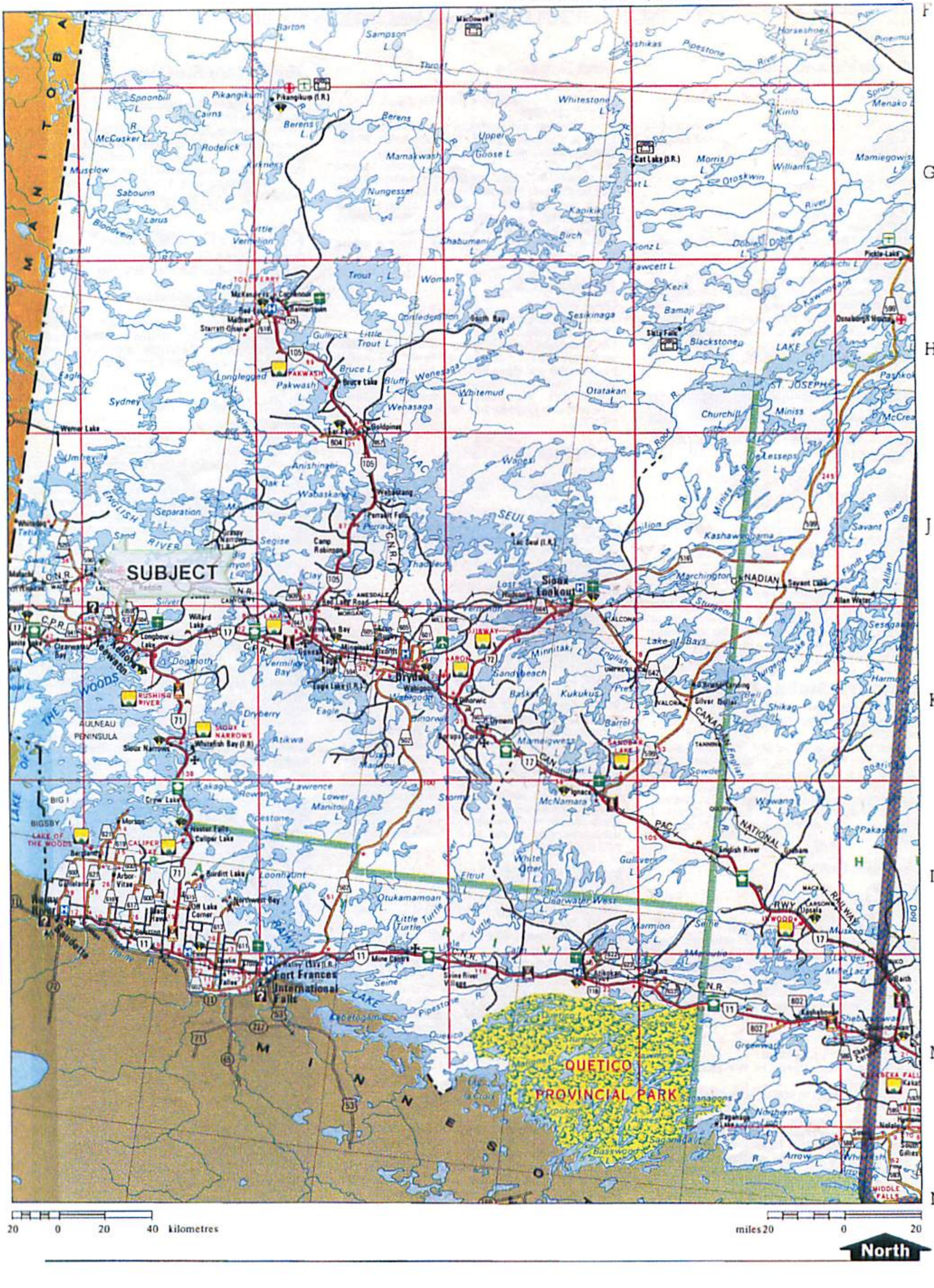
1. Main Resort situated on 58.18 acres .... $ 850,000
2. Cottage situated on Parts 1 & 2, Plan 23R-10132 .... $ 185,000
3. Various Lots located in Plan M.222 containing 27.64 acres (combined) $ 178,000

DAWN M. POWELL APPRAISALS INC.

Dawn M. Powell, AACI, P.App., BA(Hons), MSc.

Date of Certification: 06 November 2009

ADDENDUM


SUBJECT
QUETICO
PROVINCIAL PARK
LAKE OF THE WOODS
Kenora
Dryden
Sioux Lookout
Fort Frances
International Falls
Sioux Narrows
ENGLISH RIVER
LAC SEUL
LAKE ST. JOSEPH
CANADIAN NATIONAL RAILWAY
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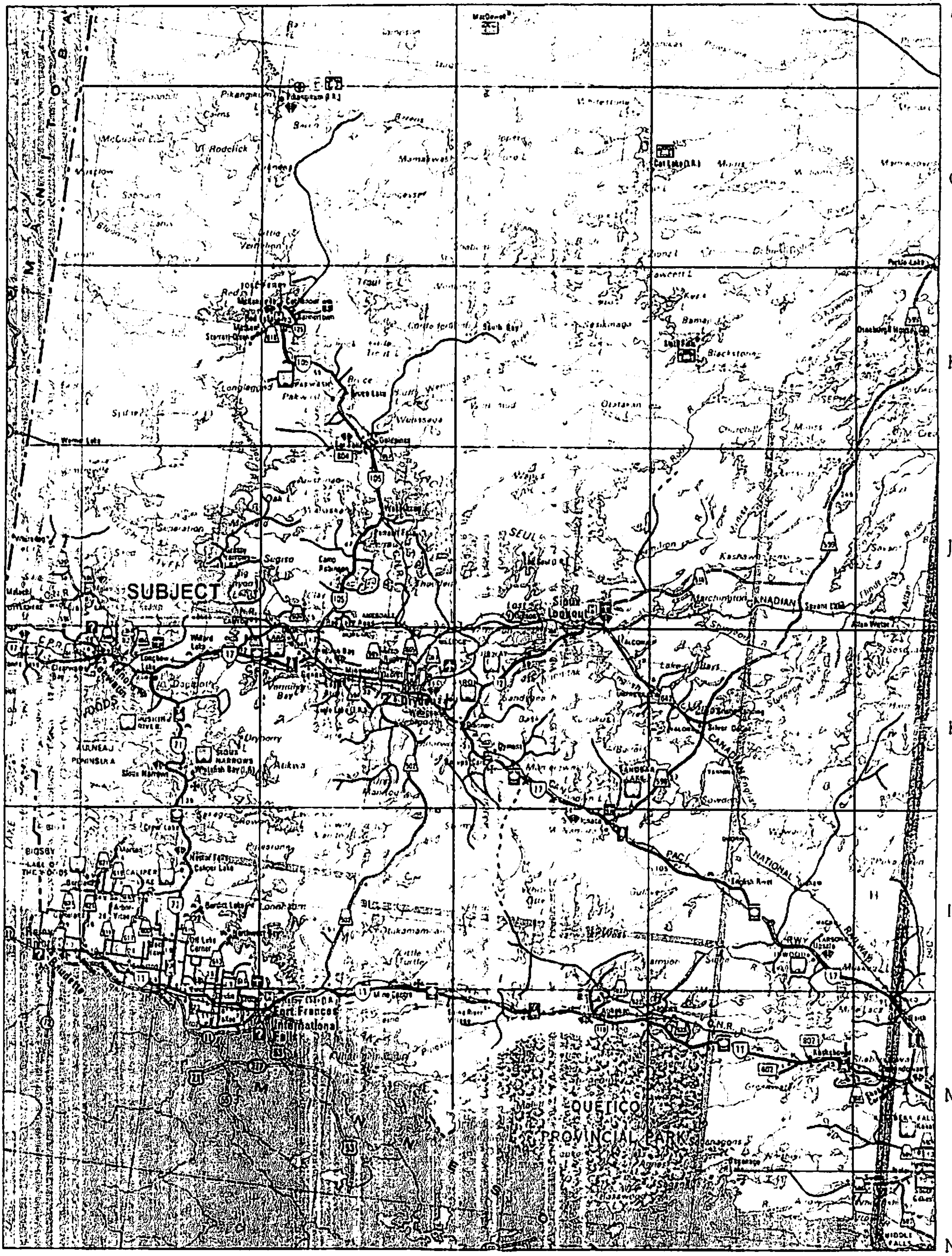
LOCATION MAP (REGIONAL)



20 0 20 40 kilometres

miles 20 0 20

North

Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1007 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:13:06

PROPERTY DESCRIPTION: PCL 36864 SEC DKF; LT 166 PL M222; LT 167 PL M222; LT 168 PL M222; LT 169 PL M222; LT 170 PL M222; LT 171 PL M222 PT 20, 23R6802; DISTRICT OF KENORA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/21

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6802	1986/12/08	PLAN REFERENCE				
KN16467	2007/12/14	TRANSFER	$2,330,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	
REMARKS: PLANNING ACT STMTS						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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

TITLE DOCUMENTATION

Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1008 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:14:03

PROPERTY DESCRIPTION: PCL 36864 SEC DKF; LT 204 PL M222; DISTRICT OF KENORA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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

Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1015 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR CStrickland
ON 2009/05/06 AT 09:34:08

PROPERTY DESCRIPTION: PCL 26436 SEC DKF; 1STLY: LT 118-131 PL M222; LT 174-188 PL M222; LT 190-201 PL M222; LT 241-265 PL M222; 2NDLY: PT CENTRE ST PL M222; PT LANE PL M222; PT KENORA AV PL M222; PT SAND LAKE RD PL M222; PT WESTERN AV PL M222; PT NORTH ST PL M222 BEING PT 1, 2, 3, 6, 7, 8 23R6805 EXCEPT PT 1 & 2, 23R10132; AS TO LOT 188 AND THE LANDS HEREIN DESCRIBED AS "SECONDLY"-THE RIGHT TO OVERFLOW AND INJURIOUSLY AFFECT THE AFORESAID LANDS WITH WATERS FROM THE LAKE OF THE WOODS AND THE WINNIPEG RIVER UP TO ELEVATION 1045 FT, GEODETIC SURVEY OF CANADA DATUM 1923 ADJUSTMENT; S/T A ROW OVER THE RD AS NOW CONSTRUCTED TO A WIDTH OF 24 FT THROUGH LOTS 121 & 184, PLAN M222; DISTRICT OF KENORA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY ROWN **SHARE**

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** *PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2005/07/22* **						
23R6805	1986/12/11	PLAN REFERENCE				C
LT282360	2002/04/03	TRANSFER		*** COMPLETELY DELETED ***	MINAKI LODGE RESORT 2002 INC.	
REMARKS: PLANNING ACT STATEMENTS						
LT287692	2002/12/09	CHARGE		*** COMPLETELY DELETED ***	CELESTINE MORTGAGE CORPORATION	
LT290063	2003/05/08	LIEN		*** COMPLETELY DELETED ***		
LT290068	2003/05/09	LIEN		*** COMPLETELY DELETED ***		
LT290069	2003/05/09	LIEN		*** COMPLETELY DELETED ***		
LT290070	2003/05/09	LIEN		*** COMPLETELY DELETED ***		
LT290071	2003/05/09	LIEN		*** COMPLETELY DELETED ***		
LT290647	2003/06/05	LIEN		*** COMPLETELY DELETED ***		
LT290649	2003/06/05	LIEN		*** COMPLETELY DELETED ***		
LT290667	2003/06/06	LIEN		*** COMPLETELY DELETED ***		
LT290668	2003/06/06	LIEN		*** COMPLETELY DELETED ***		

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

Ontario	Ministry of Government and Consumer Services	LAND REGISTRY OFFICE #23	PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER 42180-1015 (LT) SUBJECT TO RESERVATIONS IN CROWN GRANT	PREPARED FOR CStrickland ON 2009/05/06 AT 09:34:08

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT290758	2003/06/10	LIEN		*** COMPLETELY DELETED ***		
LT29082[illegible]	2003/06/12	LIEN		*** COMPLETELY DELETED ***		
LT290956	2003/06/20	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT290068, LT290069, LT290070, LT29007[illegible]						
LT291130	2003/06/27	LIEN		*** COMPLETELY DELETED ***		
LT291262	2003/07/04	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT290063						
[illegible]	2003/07/[illegible]	LIEN		*** COMPLETELY DELETED ***		
LT291530	2003/07/18	CERT PENDING LIT		*** COMPLETELY DELETED ***		
LT291894	2003/08/05	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT290649						
LT291942	2003/08/07	LIEN		*** COMPLETELY DELETED ***		
LT291947	2003/08/08	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT290667						
LT291993	2003/08/12	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT291399						
LT292041	2003/08/14	LIEN		*** COMPLETELY DELETED ***		
LT292087	2003/08/18	LIEN		*** COMPLETELY DELETED ***		
LT292144	2003/08/20	LIEN		*** COMPLETELY DELETED ***		
LT292145	2003/08/20	LIEN		*** COMPLETELY DELETED ***		
LT292190	2003/08/22	LIEN		*** COMPLETELY DELETED ***		
LT292191	2003/08/22	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT290647						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT292192	2003/08/22	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT291130						
LT292268	2003/08/26	LIEN		*** COMPLETELY DELETED ***		
LT292279	2003/08/26	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT290668						
LT292425	2003/09/03	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: LT292087						
LT292596	2003/09/11	LIEN		*** COMPLETELY DELETED ***		
LT292620	2003/09/11	LIEN		*** COMPLETELY DELETED ***		
LT292629	2003/09/12	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: MULTI						
LT292664	2003/09/12	LIEN		*** COMPLETELY DELETED ***		
LT292694	2003/09/15	LIEN		*** COMPLETELY DELETED ***		
LT292718	2003/09/16	LIEN		*** COMPLETELY DELETED ***		
LT292856	2003/09/25	LIEN		*** COMPLETELY DELETED ***		
LT293012	2003/10/01	CERT A CONST LIEN		*** COMPLETELY DELETED ***		
REMARKS: MULTI						
LT293244	2003/10/15	LIEN		*** COMPLETELY DELETED ***		
LT294580	2003/12/23	CERT PENDING LIT		*** COMPLETELY DELETED ***		
KN2210	2006/02/21	LR'S ORDER		LAND REGISTRAR		C
REMARKS: AMENDMENT TO T/N						
KN16466	2007/12/14	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	GRANT THORNTON LIMITED	
REMARKS: VESTING						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1015 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR CStrickland
ON 2009/05/06 AT 09:34:08

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ministry
of Government
and Consumer
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LAND
REGISTRY
OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1017 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:19:48

PROPERTY DESCRIPTION: PCL 41859 SEC DKF; PT LT 190 PL M222; PT LT 191 PL M222; PT LT 249 PL M222; PT LT 250 PL M222; PT CENTRE ST PL M222; PT SAND LAKE RD PL M222 PT 1 & 2, 23R10132; DISTRICT OF KENORA

PROPERTY REMARKS: PLANNING ACT CONSENT IN LT265772, CROWN GRANT SEEPA4801.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
23R10132	1999/05/18	PLAN REFERENCE				C
LT265773	1999/06/04	NOTICE AGREEMENT				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

42180-1066 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:20:42

PROPERTY DESCRIPTION: PCL 37025 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; LAND BTN SLY LIMIT OF FRONT ST PL M222 & NLY LIMIT OF CANADIAN NATIONAL RAILWAY PL 144 UNSURVEYED TERRITORY; PT FRONT ST PL M222 PT 2 & 3, 23R6806; DISTRICT OF KENORA

PROPERTY REMARKS: PLANNING ACT STATEMENT IN LT237609, CROWN GRANTSEE LT183505.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES	CAPACITY	SHARE
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
23R6806	1986/12/15	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1067 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:21:04

PROPERTY DESCRIPTION: PCL 37025 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; PT LANE PL M222; PT LAKE AV PL M222; PT FRONT ST PL M222 PT 4, 23R6806; DISTRICT OF KENORA

PROPERTY REMARKS: PLANNING ACT STATEMENT IN LT237609, CROWN GRANTSEE LT183505.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/03/25

OWNERS' NAMES	CAPACITY	SHARE
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6806	1986/12/15	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	-
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1068 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:21:31

PROPERTY DESCRIPTION: PCL 38557 SEC DKF SRO; PT LOCATION CL4822 UNSURVEYED TERRITORY BEING; PT KENORA AV PL M222 PT 1, 23R6806; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE LT203875. PLANNING ACT STATEMENTAS IN LT237609

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6806	1986/12/15	PLAN REFERENCE				C
[illegible]	[illegible]	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1084 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:22:03

PROPERTY DESCRIPTION: PCL 26436 SEC DKF; LT 132-133 PL M222; DISTRICT OF KENORA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY ROWN
SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6805	1986/12/11	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1085 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:22:28

PROPERTY DESCRIPTION: PCL 26436 SEC DKF; LT 172-173 PL M222; DISTRICT OF KENORA

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) ***						
2386905	1986/12/11	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	[illegible]	[illegible] RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1086 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:22:52

PROPERTY DESCRIPTION: PCL 42682 SEC DKF; LT 209 PL M222; LT 210 PL M222; LT 211 PL M222; LT 230 PL M222; LT 231 PL M222; LT 232 PL M222; LT 233 PL M222; LT 234 PL M222
BEING PT 8, 23R6802; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA5897, PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6802	1986/12/08	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER REMARKS: PLANNING ACT STMTS	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD	C
KN16468	2007/12/14	CHARGE	[illegible]	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1087 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:23:23

PROPERTY DESCRIPTION: PCL 42682 SEC DKF; LT 159 PL M222; LT 160 PL M222; LT 161 PL M222; LT 162 PL M222 BEING PT 7, 23R6802; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA5897, PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY ROWN **SHARE**

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6802	1986/12/06	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1088 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:23:45

PROPERTY DESCRIPTION: PCL 42682 SEC DKF; LT 152 PL M222; LT 151 PL M222 BEING PT 3, 23R6802; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA5897, PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY ROWN **SHARE**

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6802	1986/12/08	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,390,000	MINAKI LODGE RESORT 2002 IN	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1089 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:24:14

PROPERTY DESCRIPTION: PCL 42682 SEC DKF: LT 212 PL M222; LT 213 PL M222; LT 214 PL M222; LT 215 PL M222; LT 226 PL M222; LT 227 PL M222; LT 228 PL M222; LT 229 PL M222 BEING PT 9, 10, 11, 23R6802, S/T 4, 5 & 6 23R3571 AS IN LT127654; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R3571	1977/07/28	PLAN REFERENCE				C
23R6802	19[illegible]/12/0[illegible]	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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LAND
REGISTRY
OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1090 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:24:39

5 PL M222; LT 156 PL M222; LT 157 PL M222; LT 158 PL M222 BEING PT 4, 5 & 6, 23R6802; S/T PT 7 & 8, 23R3571 AS IN LT127654;

PA7648.

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE
[illegible]

CAPACITY SHARE
ROWN

MOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
NSTRUMENTS	NOT INCLUDED) **		
			C
			C
$2,300,000	MINAKI LODGE RESORT 2002 INC	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD	C
$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, RODY	C

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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1091 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:25:03

PROPERTY DESCRIPTION: PCL 42682 SEC DKF; LT 147 PL M222; LT 148 PL M222; LT 149 PL M222; LT 150 PL M222 BEING PT 1 & 2, 23R6802; S/T PT 9, 23R3571 AS IN LT127654; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA5897, PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/25

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R3571	1977/07/26	PLAN REFERENCE				
[illegible]	[illegible]	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER REMARKS: PLANNING ACT STMTS	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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

Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1092 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR Linda001
ON 2009/05/11 AT 11:25:29

PROPERTY DESCRIPTION: PCL 42682 SEC DKF; LT 277 PL M222; LT 278 PL M222; LT 279 PL M222; LT 280 PL M222; LT 281 PL M222; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA5897, PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/07/29

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY **SHARE**
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6802	1986/12/08	PLAN REFERENCE				C
KN3080	2006/04/12	LR'S ORDER		LAND REGISTRAR		C
REMARKS: TO AMEND I/N DESCRIPTION						
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT 2002 INC.	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario

Ministry of Government and Consumer Services

LAND REGISTRY OFFICE #23

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

42180-1093 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PREPARED FOR LindaD01
ON 2009/05/11 AT 11:25:57

PROPERTY DESCRIPTION: PCL 42682 SEC DKF; LT 236-237 PL M222; DISTRICT OF KENORA

PROPERTY REMARKS: CROWN GRANT SEE PA5897, PA7648.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2005/[illegible]

OWNERS' NAMES
SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.

CAPACITY ROWN
SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
23R6802	1966/12/08	PLAN REFERENCE				C
KN16467	2007/12/14	TRANSFER	$2,300,000	MINAKI LODGE RESORT [illegible]	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	C
REMARKS: PLANNING ACT STMTS.						
KN16468	2007/12/14	CHARGE	$1,150,000	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD.	STOKES, KODY	C

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

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Basic Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001351000000
Legal Description	PLAN M 222 LOTS 118 TO 133 172 TO 188 192 TO 201 241 TO 265 PT LANE PT RD RP 23R6805 PARTS 1 TO 8 RP 23R6806 PARTS 2 TO 4 PCL
Property Code & Description	461 - Resort Lodge
Assessed Value*	$ 2,137,000
2009 Taxation Year Phased-In Assessment**	$ 1,629,299
Year Built	1960 1925 1991 1991 1991 1925 1925 1925 1925 1983 1983 1983 1925 1925 1925 1925 1983 1983 1925 1987
Frontage	2995 -
Depth	-
Site Area	58.18 A
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

ICI Commercial Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001351000000
Legal Description	PLAN M 222 LOTS 118 TO 133 172 TO 188 192 TO 201 241 TO 265 PT LANE PT RD RP 23R6805 PARTS 1 TO 8 RP 23R6806 PARTS 2 TO 4 PCL
Municipality	KPDSB-KENORA LOCALITY EDUCATION
Corporate Name	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD
Corporate Mailing Address	808 4TH AVE SW UNIT 300 CALGARY AB T2P 3E8
Property Code & Description	461 - Resort Lodge
Assessed Value*	$ 2,137,000
2009 Taxation Year Phased-In Assessment**	$ 1,629,299
Office Building Year Built	-
Office Building Number of Storeys	-
Office Building Single Tenant Floor Area	-
Office Building Multiple Tenant Floor Area	-
Retail Property Year Built	-
Retail Property Number of Units	-
Retail Property Ground Floor Area (sqft)	-
Retail Property Gross Lease Area (sqft)	-
Site Area	58.18 A
Zoning	-
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

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ICI Industrial Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001351000000
Legal Description	PLAN M 222 LOTS 118 TO 133 172 TO 188 192 TO 201 241 TO 265 PT LANE PT RD RP 23R6805 PARTS 1 TO 8 RP 23R6806 PARTS 2 TO 4 PCL
Municipality	KPDSB-KENORA LOCALITY EDUCATION
Corporate Name	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD
Corporate Mailing Address	808 4TH AVE SW UNIT 300 CALGARY AB T2P 3E8
Property Code & Description	461 - Resort Lodge
Assessed Value*	$ 2,137,000
2009 Taxation Year Phased-In Assessment**	$ 1,629,299

Structure

Floor Level	Clear Height (ft)	Building Area	Interior Office Finish	Additional Area	Year Built
		18972			1983
B	18	4454	-		1925
1	9	8024			1983
2	9	8024			1983
1	12	1564	-		1925
2	15	1564			1925
1	15	4012	-		1925
3	13	3862			1983
2	9	5176			1983
3	13	5763			1983
1	14	3162			1987
1	9	1394			1925
3	13	8934			1983
4	12.3	1500			1983
1	9	5176	-		1983
4	12.3	1500	-		1983
1	9	3471			1991
1	9	1387	-		1925
1	9	6627			1983
2	9	6627	-		1983
3	13	7033			1983
1	12	632	-		1983
1	9	1394			1925
1	9	1394			1925
1	9	1394			1925
1	9	1394	-		1925
1	8	692	-		1960
1	9	3471			1991
1	9	4628			1991

1	12	2854	1925
2	8	692	1960
1	9	3779	1983
1	9	3779	1983

Frontage	2995 -
Depth	-
Site Area	58.18
Effective Land Size	58.18 A
Total Land Value	$ 371,472
Total Land Value Base Year	2005
Zoning	-
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

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Basic Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001351040000
Legal Description	PLAN M222 PT LOTS 190 191 249 250 PT SAND LAKE RD PT CENTRE ST RP 23R10132 PARTS 1 AND 2
Property Code & Description	391 - Seasonal/Recreational Dwelling - First Tier On Water
Assessed Value*	$ 243,000
2009 Taxation Year Phased-In Assessment**	$ 212,250
Year Built	1930
Frontage	820.21
Depth	-
Site Area	3.45 A
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

ICI Commercial Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001351040000
Legal Description	PLAN M222 PT LOTS 190 191 249 250 PT SAND LAKE RD PT CENTRE ST RP 23R10132 PARTS 1 AND 2
Municipality	KPDSB-KENORA LOCALITY EDUCATION
Corporate Name	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD
Corporate Mailing Address	808 4TH AVE SW UNIT 300 CALGARY AB T2P 3E8
Property Code & Description	391 - Seasonal/Recreational Dwelling - First Tier On Water
Assessed Value*	$ 243,000
2009 Taxation Year Phased-In Assessment**	$ 212,250
Office Building Year Built	-
Office Building Number of Storeys	-
Office Building Single Tenant Floor Area	-
Office Building Multiple Tenant Floor Area	-
Retail Property Year Built	-
Retail Property Number of Units	-
Retail Property Ground Floor Area (sqft)	-
Retail Property Gross Lease Area (sqft)	-
Site Area	3.45 A
Zoning	-
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

ICI Industrial Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001351040000
Legal Description	PLAN M222 PT LOTS 190 191 249 250 PT SAND LAKE RD PT CENTRE ST RP 23R10132 PARTS 1 AND 2
Municipality	KPDSB-KENORA LOCALITY EDUCATION
Corporate Name	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD
Corporate Mailing Address	808 4TH AVE SW UNIT 300 CALGARY AB T2P 3E8
Property Code & Description	391 - Seasonal/Recreational Dwelling - First Tier On Water
Assessed Value*	$ 243,000
2009 Taxation Year Phased-In Assessment**	$ 212,250

Structure

Floor Level	Clear Height (ft)	Building Area	Interior Office Finish	Additional Area	Year Built

Frontage	820.21
Depth	-
Site Area	3.45
Effective Land Size	Not Available A
Total Land Value	-
Total Land Value Base Year	-
Zoning	-
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

Basic Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001384000000
Legal Description	PLAN M222 LOTS 147 TO 152 155 TO 162 166 TO 171 204 209 TO 215 226 TO 234 236 237 277 TO 281 RP 23R6802 PARTS 1 TO 11 20
Property Code & Description	100 - Vacant Residential Land Not On Water
Assessed Value*	$ 171,000
2009 Taxation Year Phased-In Assessment**	$ 170,250
Year Built	-
Frontage	-
Depth	-
Site Area	27.64 A
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

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ICI Commercial Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001384000000
Legal Description	PLAN M222 LOTS 147 TO 152 155 TO 162 166 TO 171 204 209 TO 215 226 TO 234 236 237 277 TO 281 RP 23R6802 PARTS 1 TO 11 20
Municipality	KPDSB-KENORA LOCALITY EDUCATION
Corporate Name	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD
Corporate Mailing Address	808 4TH ST SW UNIT 300 CALGARY AB T2P 3E8
Property Code & Description	100 - Vacant Residential Land Not On Water
Assessed Value*	$ 171,000
2009 Taxation Year Phased-In Assessment**	$ 170,250
Office Building Year Built	-
Office Building Number of Storeys	-
Office Building Single Tenant Floor Area	-
Office Building Multiple Tenant Floor Area	-
Retail Property Year Built	-
Retail Property Number of Units	-
Retail Property Ground Floor Area (sqft)	-
Retail Property Gross Lease Area (sqft)	-
Site Area	27.64 A
Zoning	-
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

ICI Industrial Report

Generated on 10/27/2009

Property Address	-
Roll Number	6007700001384000000
Legal Description	PLAN M222 LOTS 147 TO 152 155 TO 162 166 TO 171 204 209 TO 215 226 TO 234 236 237 277 TO 281 RP 23R6802 PARTS 1 TO 11 20
Municipality	KPDSB-KENORA LOCALITY EDUCATION
Corporate Name	SHIRE INTERNATIONAL REAL ESTATE INVESTMENTS LTD
Corporate Mailing Address	808 4TH ST SW UNIT 300 CALGARY AB T2P 3E8
Property Code & Description	100 - Vacant Residential Land Not On Water
Assessed Value*	$ 171,000
2009 Taxation Year Phased-In Assessment**	$ 170,250

Structure

Floor Level	Clear Height (ft)	Building Area	Interior Office Finish	Additional Area	Year Built

Frontage	-
Depth	-
Site Area	27.64
Effective Land Size	Not Available A
Total Land Value	-
Total Land Value Base Year	-
Zoning	-
Last Sale Date	2007/12
Last Sale Amount	$ 2,300,000

NOTE: Under the Assessment Act a number of changes have been made to the property assessment system, which take effect for the 2009 property tax year. These changes include the introduction of a four-year assessment update cycle and a phase-in of assessment increases. * Assessed Value is based on a January 1, 2008 Valuation Date. ** Phased-In Assessement reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2008 Assessment Roll for the 2009 taxation year.

DAWN M. POWELL, AACI, P.App. BA (Hons), MSc.
Dawn M. Powell Appraisals Inc.
154 South High Street, Thunder Bay, ON P7B 3K5

EDUCATION AND SKILLS

- MSc. Real Estate Appraisal, University of St. Thomas, Minneapolis, MN
- BA(Hons) Lakehead University, Thunder Bay, ON
- Member of the Appraisal Institute of Canada since 1978
- Member of the Appraisal Institute (USA), Chicago
- Awarded AACI (Accredited Appraisal Canadian Institute) in July of 1987 - No. 2582
- Awarded the designation P.App by the Appraisal Institute of Canada
- Recertified under mandatory continuing education program for the period ending 30/09/12
- Awarded PLE (Professional Land Economist) by the Association of Ontario Land Economists
- Member of the Ontario Real Estate Association
- Member of Real Estate Institute of Canada
- Board member, Ontario Association Appraisal Institute of Canada 1987/89
- Chair, Thunder Bay Chapter Appraisal Institute of Canada

EMPLOYMENT HISTORY

October 1987 - Present

Dawn M. Powell is President of Dawn M. Powell Appraisals Inc., an independent fee appraisal and consulting firm involved exclusively in the appraisal of commercial, industrial, and residential properties, feasibility studies and various real estate studies and consulting services throughout Northwestern Ontario from the Manitoba border to Sault Ste. Marie and points north.

March 1986 - September 1987

During this period, Dawn Powell was employed by Royal Trust, Thunder Bay, as Area Manager, Lending. This position involved the appraisal of commercial and residential properties, mortgage underwriting, portfolio management, security evaluation, loan supervision, business development and sales.

1978 - March 1986

Real Estate Appraiser - Thunder Bay, Ontario.

Real estate appraising, primarily on a comprehensive basis of commercial/industrial property for various functions, i.e., financing, litigation, assessment appeals, establishing listing and sale prices, estates, etc. She was also involved in feasibility studies, research and property management.

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

This is Exhibit 7 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

OREA Ontario Real Estate Association

Listing Agreement
Authority to Offer for Sale

Form 200 for use in the Province of Ontario

MLS® / EXCLUSIVE

This is a Multiple Listing Service® Agreement (Seller's Initials) **OR** **Exclusive Listing Agreement** (Seller's Initials)

BETWEEN:

BROKERAGE: Duncan Carmichael Real Estate Brokerage (the "Listing Brokerage") Tel.No. 807-467-2323

SELLER(S): Kody Stokes as Mortgagee under Power of Sale (the "Seller")

In consideration of the Listing Brokerage listing the real property **for sale** known as multiple parcels at Minaki as per Schedule "A" & "B" attached. (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,
commencing at 12:01 a.m. on the 21 day of April, 2010
until 11:59 p.m. on the 31st day of October, 2010 (the "Listing Period"),

Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Real Estate and Business Brokers Act (2002), **if the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials.** (Seller's Initials)

to offer the property **for sale** at a price of: Dollars (CDN$) 2,300,000.00

Two Million Three Hundred Thousand Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the property.

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes vendor, a "buyer" includes a purchaser, or a prospective purchaser and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced or shown the property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property.

2. **COMMISSION:** In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 6 % of the sale price of the Property or 5% if contacts provided by Seller purchase property within 3 months for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement **OR** such other terms and conditions as the Seller may accept.
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 30 days after the expiration of the Listing Period **(Holdover Period)**, so long as such agreement is with anyone who was introduced to the property from any source whatsoever during the Listing Period or shown the property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.
The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.
Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.
All amounts set out as commission are to be paid plus applicable taxes on such commission.

3. **FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.

INITIALS OF LISTING BROKERAGE: **INITIALS OF SELLER(S):**

4. **REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with information explaining agency relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Customer Service.
The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay the co-operating brokerage a commission of 2.5 % of the sale price of the Property or .... out of the commission the Seller pays the Listing Brokerage.
The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase being submitted or presented.

The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

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

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

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

5. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage before the Seller accepts or rejects the same. If the Seller fails to advise the Listing Brokerage of any enquiry during the Listing Period and said enquiry results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.

6. **MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.

7. **WARRANTY:** The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the property, which may affect the sale of the Property.

8. **INDEMNIFICATION:** The Seller will not hold the Listing Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form.

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

10. **VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information affecting the Property from any regulatory authorities, governments, mortgagees or others and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

INITIALS OF LISTING BROKERAGE: **INITIALS OF SELLER(S):**

11. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the appropriate MLS® system(s), and to the posting of any documents and other information provided by or on behalf of the Seller into the database(s) of the appropriate MLS® system(s). The Seller acknowledges that the MLS® database is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: distribute the information to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; compile, retain and publish any statistics including historical MLS® data which may be used by board members to conduct comparative market analyses; and make such other use of the information as the Brokerage and/or real estate board deems appropriate in connection with the listing, marketing and selling of real estate.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

Does **Does Not**

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

12. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.

13. CONFLICT OR DISCREPANCY: If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Seller and the Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

14. ELECTRONIC COMMUNICATION: This Listing Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.

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

THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.

.... (Authorized to bind the Listing Brokerage) DATE April 21, 2010 Duncan Carmichael (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL AND HAVE RECEIVED A TRUE COPY OF THIS AGREEMENT. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

X .... (Signature of Seller) (Seal) X DATE...................... .... (Tel. No.)

.... (Signature of Seller) (Seal) DATE...................... ....

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees that he/she will execute all necessary or incidental documents to further any transaction provided for herein.

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

DECLARATION OF INSURANCE

The broker/salesperson DUNCAN CARMICHAEL (Name of Broker/Salesperson)

hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

.... (Signature(s) of Broker/Salesperson)

OREA Ontario Real Estate Association

Schedule A
Listing Agreement

Form 203
for use in the Province of Ontario

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

BROKERAGE, DUNCAN CARMICHAEL REAL ESTATE BROKERAGE, and

SELLER(S), Kody Stokes as Mortgagee under Power of Sale

for the property known as Minaki Lodge assembly of properties, lands, and parcels

dated the 21st day of April, 2010.

The following properties, lands and parcels are included in the Listing Agreement between Duncan Carmichael Real Estate Brokerage and Kody Stokes as Seller.

Pin 42180-1015 at Minaki in the District of Kenora;
Parcels 26436, 38557, Pt 37025
Lots 118-133, Lots 172-188, Lots 190-201, Lots 241-265 - all on Plan M.222
Lots 147-152, Lots 155-162, Lots 166-171, Lot 204, Lots 209-215, Lots226-234, Lots 236-237, and Lots 277-281 - all on Plan M.222.
Pt Centre St, Pt Lane, Pt Kenora Av, Pt Sand Lake Rd, Pt Western Av, Pt North St - all on Plan M.222
Parts 1-8 on Plan 23R-6805
Parts 2, 3 & 4 on Plan 23R-6806
subject to conditions/reservations/easements on title,
including any services/fixtures/chattels remaining on site,

all the foregoing also highlighted on Schedule "B" attached to the Listing Agreement.

This form must be initialed by all parties to the Listing Agreement.

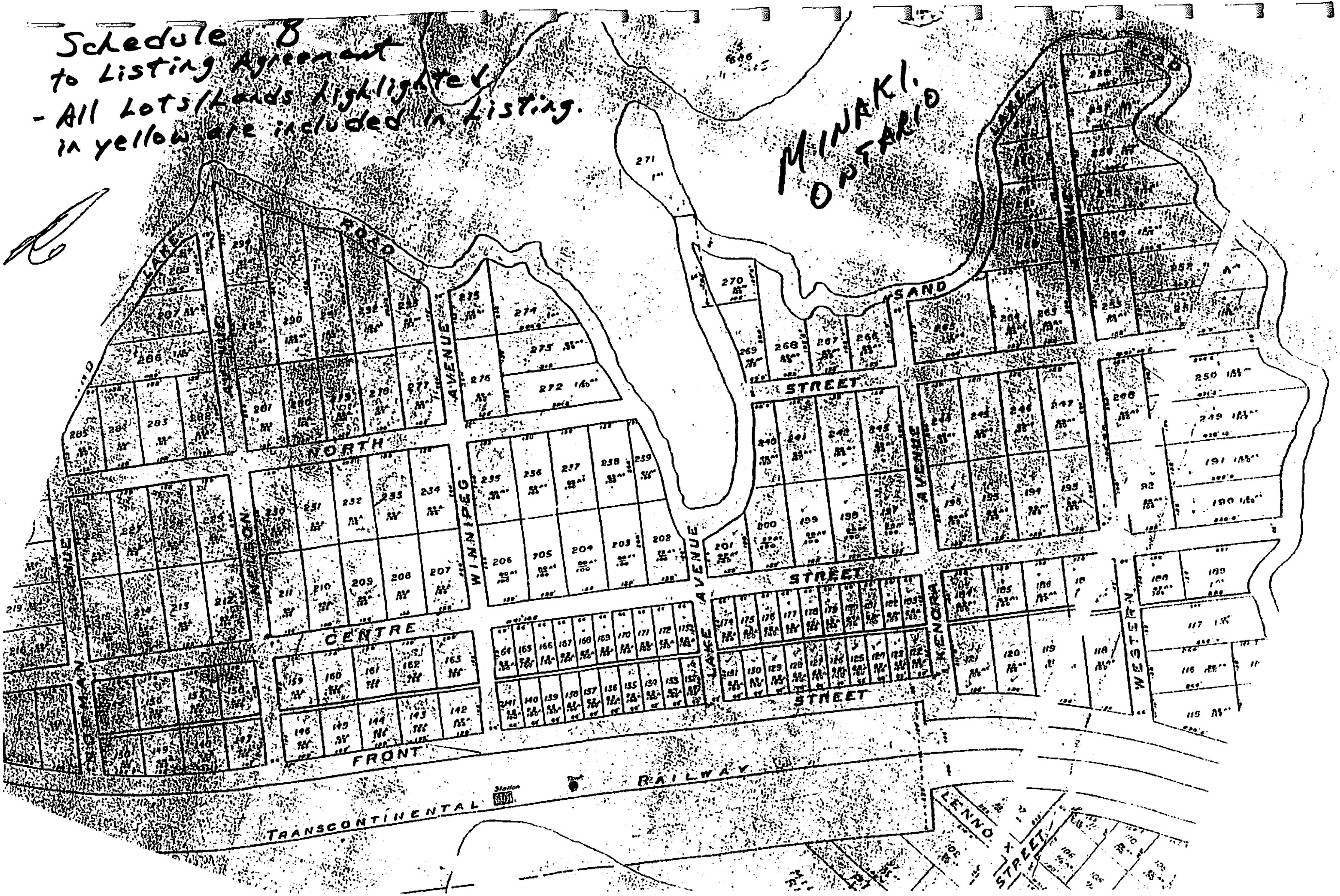
INITIALS OF BROKERAGE: **INITIALS OF SELLER(S):**

SCHEDULE A1

The closing of any sale of this property may require Court approval. As such, any offer is to include power of sale provisions to be supplied by Kody Stokes' solicitor. No commission will be payable under this Listing Agreement unless and until a sale has been completed.

Schedule B
to Listing Agreement
- All Lots/Lands highlighted
in yellow are included in Listing.

MINAKI, ONTARIO



OREA Ontario Real Estate Association

Certificate of Power of Sale

Form 262
for use in the Province of Ontario

I, Kody Stokes

do hereby warrant that by reason of default under a First (subject to prior DIP) charge/mortgage
(first, second, third, etc.)

which I hold on Minaki Lodge assembly of land parcels at Minaki, Ontario
(description of property)

dated the 14 day of December, 20 07 and registered

as number KN 16468

I now have the power and authority under the provisions of my mortgage and the Mortgages Act of Ontario to list for sale the property known municipally

as: Minaki Lodge assembly of land parcels at Minaki, Ontario
(address of property)

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

X
(Mortgagee or Authorized Representative) (Seal)

X DATE

OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation

Form 320
for use in the Province of Ontario

BUYER: Robert Banman or Assignee

SELLER: Kody Stokes under Power of Sale

For the transaction on the property known as: Pin#42150-1015 & Minaki Lodge land parcels

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

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

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

LISTING BROKERAGE

The Listing Brokerage represents the interests of the Seller in this transaction.

This is Exhibit 8 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

Additional comments and/or disclosures by Listing Brokerage:
(e.g. The Listing Brokerage has also entered into a Customer Service Agreement with the Buyer.)

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

Duncan Carmichael Real Estate Brokerage (Name of Listing Brokerage)	(Name of Co-operating/Buyer Brokerage)
625 Lakeview Drive Kenora	
Tel: 807-467-2323 Fax: 807-467-2300	Tel: Fax:
Date: MAY 13 2010 (Authorized to bind the Listing Brokerage)	Date: (Authorized to bind the Co-operating/Buyer Brokerage)
Duncan Carmichael (Print Name of Broker/Salesperson Representative of the Brokerage)	(Print Name of Broker/Salesperson Representative of the Brokerage)

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

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

KS SELLER'S INITIALS R.B. BUYER'S INITIALS

ACKNOWLEDGEMENT

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

(Signature of Seller) Date: 5-15-2010	(Signature of Buyer) Date:
(Signature of Seller) Kody Stokes Date:	(Signature of Buyer) Robert Banman Date:

OREA Ontario Real Estate Association

Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

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

BUYER, Robert Banman or Assignee, agrees to purchase from
(Full legal names of all Buyers)

SELLER, Kody Stokes under Power of Sale, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address .... fronting on the northwest side

of Minaki Townsite in the District of Kenora

and having a frontage of .... more or less by a depth of .... more or less

and legally described as Pin# 42180-1015 and lands as more particularly specified in Schedule "B" attached.

.... (the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN$) ~~1,350,000.00~~ 1,500,000 TC

~~One Million Three Hundred Fifty Thousand~~ One million five hundred thousand TC Dollars RB

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

Twenty-Five Thousand Dollars (CDN$) 25,000.00

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

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

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

1. **IRREVOCABILITY:** This Offer shall be irrevocable by ~~Buyer~~ Seller TC (Seller/Buyer) until 4:00 p.m. on the 16 day of May 20 10, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest. RB
2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of September, 20 10. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. .... (For delivery of notices to Seller) FAX No. .... (For delivery of notices to Buyer)

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

4. **CHATTELS INCLUDED:**

All now on site.

5. **FIXTURES EXCLUDED:**

None. All now on site included.

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

....

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

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 22..................... day of September.................... 20.10..., (Requisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (..) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

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

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

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

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada),

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

Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

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

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

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

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

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

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

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

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

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

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

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

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

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

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

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

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

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

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

(Witness) (Buyer) (Seal) DATE 5-13-2010

Robert Banman

(Witness) (Buyer) (Seal) DATE

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

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

(Witness) (Seller) (Seal) DATE 5-~~15~~ 14-2010

Kody Stokes

(Witness) (Seller) (Seal) DATE

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

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9:45 a.m./p.m. this 16 day of MAY, 2010.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage DUNCAN CARMICHAEL REAL ESTATE BROKER Tel.No. (807)467-2323

625 LAKEVIEW DRIVE KENORA

Co-op/Buyer Brokerage Tel.No.

ACKNOWLEDGEMENT

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

(Seller) DATE

(Seller) DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Tel.No. FAX No.

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

(Buyer) DATE

(Buyer) DATE

Address for Service

Tel.No.

Buyer's Lawyer

Address

Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

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

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

(Authorized to bind the Listing Brokerage)

Duncan Carmichael

(Authorized to bind the Co-operating Brokerage)

OREA Ontario Real Estate Association

Schedule A
Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

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

BUYER, Robert Banman or Assignee ....., and

SELLER, Kody Stokes under Power of Sale .....

for the purchase and sale of .. MINAKI LODGE PROPERTIES .....

Kenora ..... dated the .....13..... day of May ....., 20 10 .....

Buyer agrees to pay the balance as follows:

Buyer agrees to pay the balance of the purchase price subject to adjustments by Solicitor's trust cheque to the Sellers' Solicitor on completion of this transaction.

Buyer and Seller acknowledge the Buyer's deposit has been provided to Listing Broker. Upon satisfactory completion of Buyer's due dilligence, Buyer shall increase the deposit by an additional ~~$25,000~~ to be held in trust by the Listing Broker and applied to the purchase price on closing. $ 75,000

This agreement may be terminated by the Buyer via delivery of notice in writing to the Listing Broker on or before 4:00pm on the 30 day of July, 2010 if Buyer is not satisfied with due dilligence inquiries and conditions involving the subject property within the time provided; and after conveyance of said notice, this agreement shall be void and the Buyer's deposit returned in full without interest or deduction. If no such notice is received, this agreement shall remain valid and binding. The due dilligence intended to be undertaken at Buyer's expense includes inspection of the services and infrastructure at the subject property; inspections of the buildings and improvements on site; confirmation as to what easements and water lot licences may remain in effect; a determination of requirements and/or costs to remediate the former Lodge foundation; a market value appraisal; and a preliminary application to the Ministry of Municipal Affairs and Housing undertaking redevelopment of the subject property. Seller agrees Buyer shall have access to the subject property for the purpose of these inspections and adjudications as Buyer shall require. These conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This agreement may be executed either by original, facsimile, electronic signature or email in one or more counterparts from to time to time each of which shall be considered an original and all of which taken together shall constitute a single agreement.

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

INITIALS OF BUYER(S): RB **INITIALS OF SELLER(S):** 7O

ORlEA Ontario Real Estate Association

Schedule B
Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

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

BUYER, Robert Banman or Assignee, and

SELLER, Kody Stokes under Power of Sale

for the property known as Pin# 42150-1015 and Minaki Lodge land parcels

dated the 13 day of May, 2010.

The following lots and lands are included in the Agreement of Purchase and Sale:

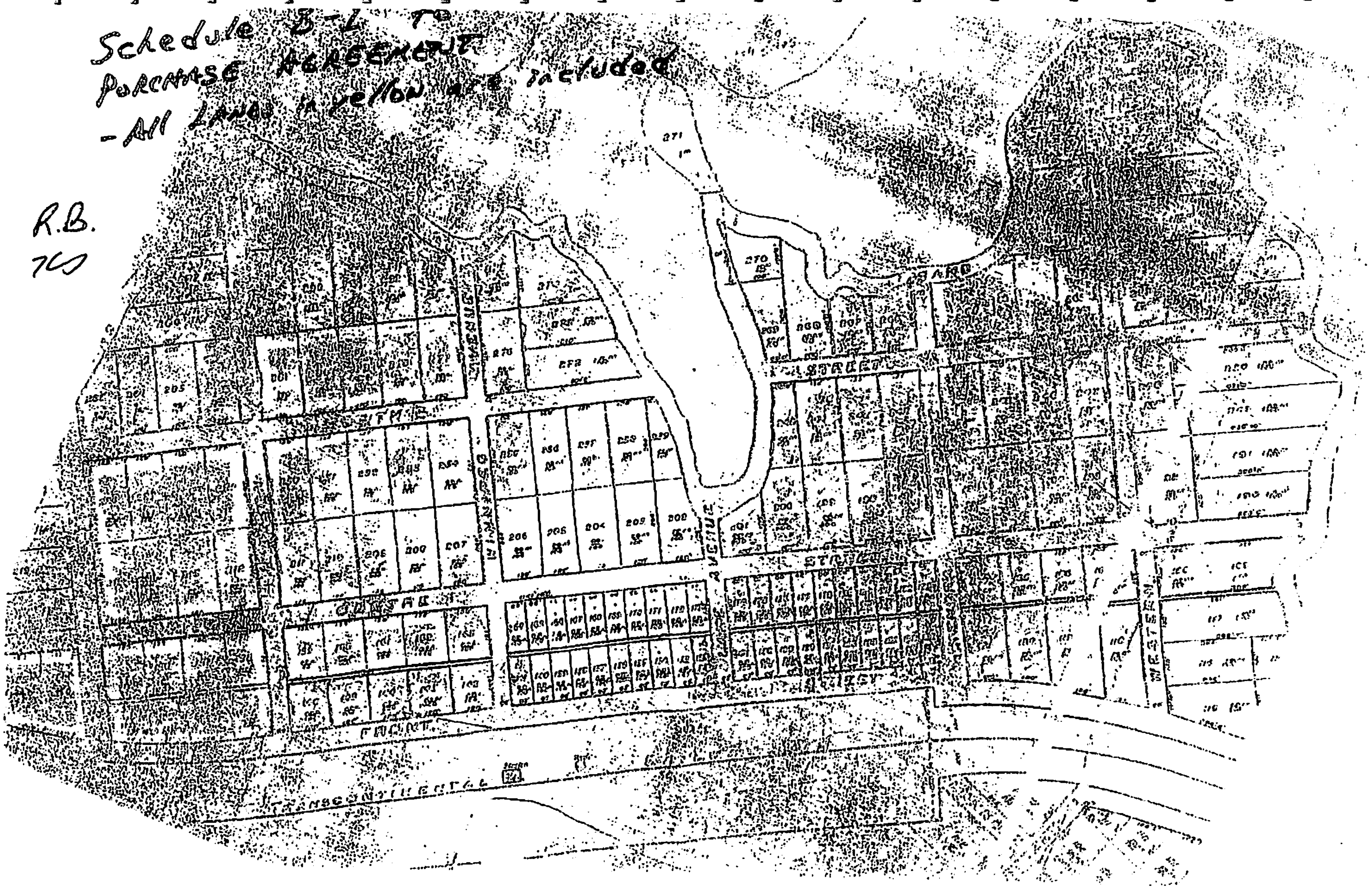
Pin 42180-1015 at Minaki in the District of Kenora;
Parcels 26436, 38557, Pt 37025
Lots 118-133, Lots 172-188, Lots 190-201, Lots 241-265 - all on Plan M.222
Lots 147-152, Lots 155-162, Lots 166-171, Lot 204, Lots 209-215, Lots 226-234, Lots 236-237, and Lots 277-281 - all on Plan M.222
Pt Centre St, Pt Lane, Pt Kenora Av, Pt Sand Lake Rd, Pt Western Av, Pt North St - all on Plan M.222
Parts 1-8 on Plan 23R-6805
Parts 2, 3 & 4 on Plan 23R-6806
subject to conditions/reservations/easements on title,
including any services/fixtures/chattels remaining on site,

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

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

Schedule B-L to
Purchase Agreement
- All Lands in yellow are included

R.B.
7CJ



Schedule "C" forming part of Offer to Purchase on MINAKI LODGE PROPERTIES dated MAY 13, 2010.

NOTWITHSTANDING any other terms in the Offer to Purchase to which this Schedule is attached to the contrary, it is understood and agreed as between the Purchasers and Vendor that the under mentioned terms and conditions and statements shall supersede those as specified or set out in the Offer to Purchase.

1. The Vendor states that it is a Vendor by virtue of its Power of Sale pursuant to a Real Property Mortgage registered in the Land Titles Office as Mortgage No. KN16968 and further warrants to the Purchasers only that it has the power to sell the subject property by virtue of this Mortgage and the provisions therein contained.

2. The Offer to Purchase is subject to the condition that none of the Mortgagors under the said Mortgage nor anyone on their behalf or any other person having a right to redeem or place the Mortgage in good standing takes proceedings against the Vendor to prevent the sale of the property, the effect of which proceedings would be to prevent the Vendor from being able to complete the closing of the purchase and sale of the property as anticipated by the terms of this Agreement.

3. The Offer to Purchase is subject to the Vendor being able to complete the sale pursuant to the Power of Sale contained in its Mortgage.

4. The Offer to Purchase is subject to the Vendor not being restrained or enjoined from completing the herein transaction by a court of competent jurisdiction or the filing or registration of any document preventing the Vendor from giving good title to the Purchaser.

5. The Vendor shall not be required to furnish any abstracts of title and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.

6. The Purchaser acknowledges and agrees that there are no representations and/or warranties with respect to radon gas, the fitness, condition, zoning or lawful use of the property and premises and agrees to accept the property and premises in an "as is" condition and subject to any outstanding work orders or notices of infraction as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use including sub-division agreements and easements.

7. The Purchasers agree that they are purchasing the property on "as is", "where is" basis in existence on the date of possession, and are purchasing the property based entirely on their own examinations, without any representation by or on behalf of the Vendor or any agent of the Vendor. The Purchasers acknowledge that they have relied entirely upon their own inspection and investigation with respect to quantity, quality and value of the property. Without limiting the generality of the foregoing, the Purchasers agree that the Vendor shall not be responsible for any defects, including any latent defects, which may have existed on the date of possession.

8. The Purchasers shall get possession of the property at the Purchasers' own expense provided the Vendor will cooperate with the Purchasers and at the reasonable request of the Purchasers (reasonable in the opinion of the solicitor for the Vendor) in an attempt to provide such possession. The Vendor shall provide the Purchaser with only those keys to the premises that are in its possession. Any costs or proceedings required to acquire such possession shall be the responsibility of the Purchasers.

9. The Purchasers acknowledge that the fixtures, chattels, any appliances and any other personal property presently on the premises are to be taken by them at their own risk completely, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such fixtures, chattels, appliances and other personal property.

10. The Purchasers acknowledge that any information supplied to the Purchaser by the Vendor or its agents or representative is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be wholly the responsibility of the Purchasers.

11. The Purchasers accept any and all encroachments on or over the property and shall not hold the Vendor responsible with respect to same.

12. The Purchasers hereby undertake and agree, on closing, to be responsible for the payment of the Goods and Services Tax or any similar tax pursuant to the appropriate legislation and shall pay same on closing to the Vendor, who shall in accordance with the requirement of law, remit same to the appropriate governmental authority.

13. The vendor provides no representation or warranty concerning Urea Formaldehyde Foam Insulation.

14. The Purchasers shall assume sole and full responsibility for any existing tenancy agreement including any outstanding Orders under the *Residential Tenancies Act*. There shall be no adjustment for any damage deposits unless same have actually been received by the Vendor.

15. The terms and conditions in paragraphs 1 to 14 inclusive are for the sole benefit of the Vendor and may only be waived by the Vendor in writing.

Dated this 13 day of MAY , 2010.

Witness

Vendor

Witness

Purchaser

Witness

Purchaser

OREA Ontario Real Estate Association

Seller Selling Under Power of Sale
to be used in Conjunction with Form 100

Form 106
for use in the Province of Ontario

Attached to and forming part of Agreement of Purchase and Sale between Robert Banman or Assignee

and Kody Stokes under Power of Sale dated the 13

day of May, 2010.

1. It is understood that the Seller is selling as mortgagee under a Power of Sale contained in a 1st (insert 1st, 2nd, 3rd, etc.)

   mortgage made to the Seller, dated the 14 day of December, 2007 and registered

   as number KN16468

2. It is further understood that on the date of acceptance of this offer there is default under the terms of the mortgage which entitles the Seller to exercise the Power of Sale. The only evidence of the default that the Buyer may require shall be a statutory declaration by the Seller setting forth the facts entitling the Seller to sell under the Power of Sale, including the particulars of the notice of exercising the Power of Sale, the names of the persons upon whom service of the notice has been effected, and declaring that default under the mortgage entitling the Seller to exercise the Power of Sale has continued up to and including the date of acceptance of this offer and to the time of closing. The Buyer understands and agrees that the mortgagor has the right to redeem the property up to the time of waiver or expiration of all rights of termination or fulfilment of all conditions, and this Agreement is subject to that right. In the event of redemption by the mortgagor, this Agreement shall be null and void and any deposit monies paid will be refunded without interest.

3. The Buyer also acknowledges that the Seller makes no representations and/or warranties with respect to state of repair of the premises, inclusions of chattels or fixtures, or ownership of fixtures or appliances, and the Buyer agrees to accept the property as is and must satisfy himself/herself with respect to any of the matters provided for in the attached agreement ordinarily warranted by the Seller. Chattels and fixtures on the premises may or may not be included with the premises but the Seller shall not be obliged to remove any chattels or fixtures. All the provisions of the Mortgages Act shall supersede any part of this Agreement which may be in variance thereof or in conflict therewith.

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

(Witness) (Buyer) (Seal) DATE 5-13-2010

(Witness) (Buyer) (Seal) DATE

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

(Witness) (Seller) (Seal) DATE 5-15-2010

(Witness) (Seller) (Seal) DATE

ORea Ontario Real Estate Association

Certificate of Power of Sale

Form 262
for use in the Province of Ontario

Kody Stokes

do hereby warrant that by reason of default under a First (subject to prior DIP) charge/mortgage
(first, second, third, etc.)

which I hold on Minaki Lodge assembly of land parcels at Minaki, Ontario
(description of property)

dated the 14 day of December 2007 and registered

as number KN 16468

I now have the power and authority under the provisions of my mortgage and the Mortgages Act of Ontario to list for sale the property known municipally

as Minaki Lodge assembly of land parcels at Minaki, Ontario
(address of property)

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

IN WITNESS whereof I have hereunto set my hand and seal:

(Mortgagee or Authorized Representative) (Seal) DATE Apr. 30/2010

PRAIRIE PACIFIC INVESTMENTS

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013

200-250 Main St., Steinbach • Manitoba R5G 1Y8 • Phone 204-346-5170 • Fax 805-208-2090

This is Exhibit 9 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

MEMO

To: Duncan Carmichael
From: Bob Banman, P.P.I.L.
Date: July 5, 2010
Subject: Minaki Lodge

After having now spent a substantial amount of time and money during the first 45 days of our "Due Diligence Period" we have come up against 2 major concerns and problems.

1. Environmental

   A) No lending institution will provide funding until the property gets a "clean bill of health" from an environmental company.
   B) We have discovered an in ground diesel fuel tank that is buried under the rubble of the old hotel. The tank contains product.
   C) There is asbestos throughout the old hotel rubble.
   D) Mold has set in on the existing hotel units.

   In consulting with the Ministry of Environment we have determined that all the steel and debris from the burnt out site has to be cleaned up and hauled off site. The closest land fill is in Kenora and trucking cost will be significant.

   We have not contacted an environmental company to assess the site, since in our experience that could lead to a very costly and lengthy clean-up. Some of this work should be done before, with MOE approval to avoid lengthy delays and costs.

2. Planning and Ministry of Environment (Sewer & Water)

   The second problem is dealing with the Planning Ministry. Since this property is in unorganized territory it lies within the jurisdiction of the Provincial Government. This is no local authority and therefore negotiations will be more costly and take more time. There are an additional 2 major hurdles to overcome.

   A) The MOE does not want common/communal sewage and
   B) The planners want all lots to have lake front access, which severely limits the scope of any development.

Attached please find for your information:

1) History of ownership and sales of Minaki Lodge.
2) Estimated clean-up cost from a local contractor. Please note this does not include any cost for diesel tank removal and remediation, asbestos clean-up and mold clean-up.
3) Copy of planning requirements for any development. (Note we have to also consult with a Local First Nation).
4) Photo of Old Lodge Site, taken from the helicopter we chartered.

Faced with these challenges, the current purchase price should be adjusted to reflect our exposure and costs, or have the Vendor do the clean-up and remediation at their expense.

Yours truly,

Robert Banman

OREA Ontario Real Estate Association

Amendment to Agreement of Purchase and Sale

Form 120
for use in the Province of Ontario

BETWEEN BUYER: Robert Banman or Assignee

ANDSELLER: Kody Stokes under Power of Sale

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 16th day of May 20 10

concerning the property known as Minaki Lodge properties; Pin#42180-1015 and others

as more particularly described in the aforementioned Agreement.

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

Delete:

Buyer and Seller mutually agree the purchase price is hereby amended to Cdn $1,200,000.00 subject to adjustments and the deposit is hereby amended to Cdn $120,000.00, with the Buyer having paid $25,000.00 and the additional sum of $95,000.00 being payable in trust within two banking days of execution of this Amendment which will be credited towards the purchase price. Buyer and Seller also agree the closing date of this agreement shall be September 30, 2010 or earlier by mutual consent.

Upon acceptance of these amendments, Buyer is prepared to waive conditions provided for in the accepted Agreement of Purchase and Sale and direct this transaction to close.

A letter from Buyer's financial account manager is attached indicating the Buyer has the resources to close this transaction.

Insert:

Buyer and Seller acknowledge the Seller's Attorney is away on holidays and unavailable until August 3/2010. Accordingly, the Buyer's due dilligence period is extended from July 31 to 6:00pm August 4/2010, during which extension the amendments agreed between the parties above shall be subject to approval by the Seller's Solicitor by 4:00pm on August 4, 2010, and up until such time, this accepted Amendment may be terminated by the Seller by notice in writing to Buyer. If no such notice is received within that time provided this Amendment and the Agreement of Purchase and Sale shall remain valid and binding.

This is Exhibit 10 *referred to in the affidavit of* Kody Stokes *sworn before me, this* 3 *day of* September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 5:00 PM on the 29th day of July 20 10 after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

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

For the purposes of this Amendment to Agreement "Buyer" includes purchaser tenant and lessee and "Seller" includes vendor landlord and lessor and "Agreement of Purchase and Sale" includes an Agreement to Lease.

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

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

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

(Witness) (Buyer/Seller) **Robert Banman** (Seal) DATE July 27, 2010

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

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

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

(Witness) (Buyer/Seller) **Kody Stokes** (Seal) DATE JULY 29, 2010

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

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

(Witness) (Spouse) (Seal) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at 2:44 pm this 29 day of JULY 20 10

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

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

(Seller) DATE

(Seller) DATE

Address for Service

Tel No ( )

Seller's Lawyer

Address

( ) Tel No ( ) FAX No

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

(Buyer) DATE

(Buyer) DATE

Address for Service

Tel No ( )

Buyer's Lawyer

Address

( ) Tel No ( ) FAX No

PATTI WHITFIELD
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires April 1, 2013.

This is Exhibit 11 referred to in the affidavit of Kody Stokes sworn before me, this 3 day of September 2010

A COMMISSIONER FOR TAKING AFFIDAVITS

Amendment to Agreement of
Purchase and Sale

Between Buyer: Robert Banman or Assignee

and Seller: Kody Stokes under Power of Sale

Re: Agreement of Purchase and Sale between the Seller and Buyer, dated the 16th day of May 2010 concerning the property known as Minaki Lodge properties; Pin #42180-1015 and others as more particularly described in the aforementioned Agreement, and as attached hereto for greater clarification.

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

1. Buyer and Seller mutually agree that the purchase price is hereby reduced to Canadian $1,200,000.00, subject to adjustment for taxes, and the deposit is increased to $120,000.00. The Buyer has paid a deposit of $25,000.00, and within four (4) days of both parties having signed this Amending agreement, shall deposit an additional $95,000.00 with the Listing Broker (Duncan Carmichael), in trust, which shall be credited to the purchase price.

2. The Buyer waives all previous conditions contained in the agreement of purchase and sale.

3. In the event that the Seller is unable to complete this transaction, the entire deposit shall be returned to the Buyer without interest or deduction; otherwise, this deposit is non-refundable.

4. This sale is subject to Court Approval by September 24, 2010.

5. The closing date for this transaction is September 30, 2010, or sooner by mutual consent. The Seller shall use his best efforts to secure Court Approval of this sale by the date aforementioned in paragraph 4. of this Amendment.

6. The Seller shall provide a copy of the Power of Sale documents by August 20, 2010.

7. This Amending agreement is open for acceptance by the parties until 6pm. C.D.T. on August 6, 2010, failing which the agreement shall be deemed terminated.

Dated at ANTLEMONT, this 4th day of AUGUST, 2010.

JON MARCECA

KODY STOKES

Dated at Kenora, this 4th day of August, 2010.

ROBERT D. BANMAN