

No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD..

ORDER MADE AFTER APPLICATION

BEFORE)
)
) THE HONOURABLE)
) MADAM JUSTICE GROPPER) February 26, 2015
)
)

ON THE APPLICATION OF Williams Moving & Storage (B.C.) Ltd. (the “Company”) without notice coming on for hearing at Vancouver, British Columbia on Thursday, February 26, 2015 and on hearing Vicki Tickle, counsel for the Company;

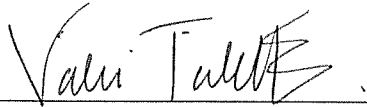
THIS COURT ORDERS that:

1. The sale of the Company’s assets contemplated by the addendum among Metlakatla Development Corporation, Williams Transfer Ltd. and the Company dated February 25, 2015 (the “**Boulevard Addendum**”), and the execution of the Boulevard Addendum by the Company, are hereby authorized and approved.
2. The Order of Madam Justice Gropper pronounced herein on February 19, 2015, a copy of which is attached hereto as Schedule “A”, be amended:
 - (a) by removing paragraph 2(c) thereof and substituting the following therefor:
 - “(c) the offer to purchase dated February 6, 2015 among MDC, Williams Transfer Ltd. (“**Transfer**”) and the Company, as amended by the addendum among MDC, Transfer and the Company dated February 25, 2015 (collectively, the “**Boulevard Agreement**”, and collectively with the Kaien Road Agreement and the Metlakatla Road Agreement, the “**Prince Rupert Agreements**”); and
 - (b) by adding a copy of each of:
 - (i) the offer to purchase dated February 6, 2015 among Metlakatla Development Corporation (“**MDC**”), Williams Holdings Ltd. and the Company, a copy of which is attached hereto as Schedule “B”;

- (ii) the offer to purchase dated February 6, 2015 among MDC, Williams Transfer Ltd. and the Company, a copy of which is attached hereto as Schedule "C"; and
- (iii) the Boulevard Addendum, a copy of which is attached hereto as Schedule "D",


to Schedule "B" thereto.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



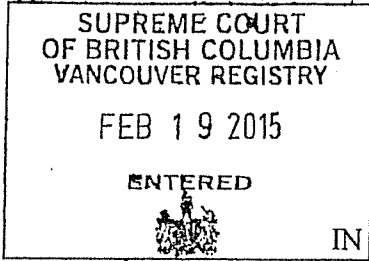
Signature of Vicki Tickle
Lawyer for Williams Moving & Storage (B.C.)
Ltd.

BY THE COURT



REGISTRAR IN BANKRUPTCY

SCHEDULE "A"



No. B-150075
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF WILLIAMS MOVING & STORAGE (B.C.) LTD.

ORDER MADE AFTER APPLICATION

BEFORE)
) THE HONOURABLE MADAM)
) JUSTICE GROPPER) February 19, 2015
)
)

ON THE APPLICATION OF Williams Moving & Storage (B.C.) Ltd. (the "Company") coming on for hearing at Vancouver, British Columbia on Thursday, February 19, 2015 and on hearing John Grieve and Vicki Tickle, counsel for the Company, and those counsel listed in Schedule "A" hereto;

THIS COURT ORDERS that:

1. The time for service of the Notice of Application and materials referred to therein be and is hereby abridged and the Notice of Application is properly returnable today.
2. The sale of the Company's assets (the "Transaction") contemplated by:
 - (a) the offer to purchase dated February 6, 2015 between Metlakatla Development Corporation ("MDC") and the Company (the "Kaien Road Agreement");
 - (b) the offer to purchase dated February 6, 2015 among MDC, Williams Holdings Ltd. ("Holdings") and the Company (the "Metlakatla Road Agreement"); and
 - (c) the offer to purchase dated February 6, 2015 among MDC, Williams Transfer Ltd. ("Transfer") and the Company (the "Boulevard Agreement", and collectively with the Kaien Road Agreement and the Metlakatla Road Agreement, the "Prince Rupert Agreements"),

copies of which are attached as Schedule "B" to this Order, is hereby authorized and approved. The execution of the Prince Rupert Agreements by the Company is hereby authorized and approved and the Company is hereby authorized and directed to take such

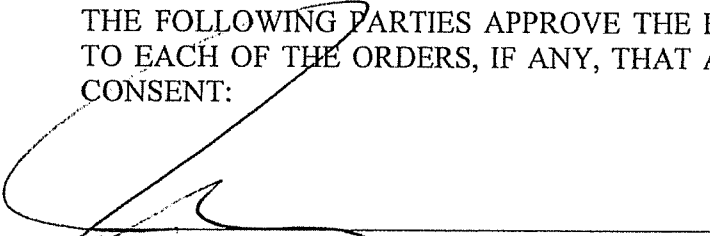
additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to MDC of the assets described in the Prince Rupert Agreements (the “**Prince Rupert Properties**”).

3. Upon payment of the net sale proceeds of the Transaction to Fasken Martineau DuMoulin LLP in trust in accordance with the Prince Rupert Agreements, all of the Company’s right, title and interest in and to the Prince Rupert Properties shall vest absolutely in MDC in fee simple, free and clear of and from any and all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system which are perfected against any incidental property located at the Prince Rupert Properties but excluding any rolling stock; and (iii) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “D” hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Prince Rupert Properties are hereby expunged and discharged as against the Prince Rupert Properties.
4. Upon presentation for registration in the Land Title Office for the Land Title District of Prince Rupert of a certified copy of this Order, together with a letter from Fasken Martineau DuMoulin LLP, solicitors for the Company, authorizing registration of this Order, the British Columbia Registrar of Land Titles is hereby directed to:
 - (a) enter MDC as the owner of the Lands, as identified in Schedule “E” hereto, together with all buildings and other structures, facilities and improvements located thereon and fixtures, systems, interests, licenses, rights, covenants, restrictive covenants, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed or appurtenant thereto, in fee simple in respect of the Lands, and this Court declares that it has been proved to the satisfaction of the Court on investigation that the title of MDC in and to the Lands is a good, safe holding and marketable title and directs the BC Registrar to register indefeasible title in favour of MDC as aforesaid; and
 - (b) having considered the interest of third parties, to discharge, release, delete and expunge from title to the Lands all of the registered Encumbrances except for those listed in Schedule “D”.
5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Prince Rupert Properties shall stand in the place and stead of the Prince Rupert Properties, and from and after the Time of Closing (as defined in the Prince Rupert Agreements) all Claims shall attach to the net proceeds from the sale of the Prince Rupert Properties with the same priority as they had with respect to the Prince Rupert

Properties immediately prior to the sale, as if the Prince Rupert Properties had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Company, with the consent of MDC, shall be at liberty to extend the Time of Closing to such later date as those parties may agree without the necessity of a further order of this Court.
7. The Company is hereby empowered and authorized, but not obligated, to sell, convey, transfer, lease or assign any of the assets of the Company outside of the ordinary course of business with the consent of Deloitte Restructuring Inc. in its capacity as trustee under the Notice of Intention to Make a Proposal filed by the Company pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and BCMP Mortgage Investment Corporation by its administrative agent Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp., and without further approval of the Court in respect of any transaction not exceeding \$50,000, provided that the aggregate for all such transactions does not exceed \$300,000.
8. The Company or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
9. Endorsement by this Order by counsel appearing on this application, other than counsel for the Company, is hereby dispensed with.


THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



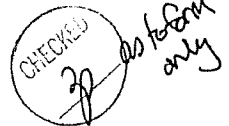
Signature of John Grieve
Lawyer for Williams Moving & Storage (B.C.)
Ltd.

BY THE COURT





REGISTRAR IN BANKRUPTCY



SCHEDULE "A"

List of Counsel

Name of Counsel	Party
Christopher Ramsay	BCMP Mortgage Investment Corporation by its administrative agent Pen-Cor Mortgage and Investment Advisors Ltd. and Pencor Capital Corp.
<i>Donald Robert</i>	<i>Unifor Local 114 + Unifor Canada</i>

SCHEDULE "B"
Prince Rupert Agreements

OFFER TO PURCHASE

Date: February 6, 2015

TO: Williams Moving & Storage (B.C.) Ltd., incorporation number BC0884902, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3
(herein called the "Vendor")

WHEREAS:

A. Metlakatla Development Corporation, society number XS-0025503 (herein called the "Purchaser") having the delivery and mailing addresses of its head office inside British Columbia at Lot 1, Block 6, Plan BC1123, Tsimpsean Indian Reserve No. 2, Metlakatla, c/o PO Box 224, Prince Rupert, British Columbia, V8J 3P6 desires to make an offer to purchase those lands and improvements situate, lying and being in the City of Prince Rupert, in the Province of British Columbia, and being more particularly known and described in Schedule "A" attached hereto and forming part hereof (herein called the "Land");

B. The Vendor is the registered legal and beneficial owner of the Land;

C. The Vendor has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division 1 of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of the Vendor's interest in the Land and the conveyance of the Land to the Purchaser is subject to the authorization of the court;

D. The Vendor and Purchaser have agreed that the purchase price of the Land will be the aggregate amount of \$1,060,122.00 less an amount equal to the product of 3% of the aforesaid amount being the amount that would otherwise be payable for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this offer and the agreement resulting from the acceptance of this offer by the Vendor and the amount the Purchaser offers in this Offer to Purchase has been reduced accordingly. For greater certainty, the amount of the deduction will be \$31,803.66.

NOW THEREFORE the Purchaser hereby offers to purchase upon the terms and conditions set forth, the Land for the sum of ONE MILLION TWENTY-EIGHT THOUSAND THREE HUNDRED EIGHTEEN DOLLARS THIRTY-FOUR CENTS (\$1,028,318.34) plus or minus the adjustments (herein called the "Purchase Price") payable as follows:

TERMS AND CONDITIONS

1. Completion and Possession

1.01 "Business Day" means a day which is not a Saturday, Sunday or a day that is prescribed as a statutory holiday in British Columbia.

1.02 The Purchase Price shall be paid or satisfied by the Purchaser as follows:

1.02.01 the sum of NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$9,750.00) now paid by the Purchaser to the Purchaser's solicitor to be held in trust for both the Vendor and the Purchaser, and which, subject to the terms and conditions herein contained, shall be paid to the Vendor at the Time of Closing (herein defined);

- 1.02.02 the sum of ONE MILLION EIGHTEEN THOUSAND FIVE HUNDRED SIXTY-EIGHT DOLLARS THIRTY-FOUR CENTS (\$1,018,568.34) shall be paid to the solicitor for the Vendor and the purchase and sale of the Land shall be completed at or before 2:00 p.m., Pacific Time, on the 20th day February, 2015, (unless extended pursuant to section 5.02) or such other time or date as may be agreed upon in writing between the Vendor and the Purchaser or their respective solicitors (herein called the "Time of Closing").
- 1.03 The Purchaser shall have vacant possession of the Land at the Time of Closing except for the existing tenancies, if any, described in Schedule "B" attached hereto and the Purchaser will assume such tenancies at the Time of Closing.
- 1.04 The Vendor and Purchaser may, by mutual agreement in writing made by them or their respective solicitors, change the Time of Closing.
- 1.05 In addition to paying the Purchase Price, the Purchaser shall, unless exempted by the provisions of section 1.06, pay to the Vendor or its solicitor at the Time of Closing the full amount of the goods and services tax payable on the supply of the Land determined in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall indemnify and save harmless the Vendor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
- 1.05.01 to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Land whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and,/or
- 1.05.02 to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Land.
- 1.06 The Purchaser shall not be required to pay goods and services tax to the Vendor pursuant to section 1.05 if the Land is not the supply of a residential complex to an individual as defined in the Excise Tax Act of Canada and the Purchaser delivers to the Vendor's solicitor, in a form satisfactory to the Vendor's solicitor, acting reasonably, written proof that the Purchaser is a registrant for the goods and services tax under the Excise Tax Act of Canada.
2. Adjustments. The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges from, AND all adjustments both incoming and outgoing of whatsoever nature with respect to the Land shall be made as of, the Time of Closing.
3. Encumbrances
- 3.01 Subject to sections 1.03 and 7.05, the Land shall, at or before the Time of Closing, be free of all encumbrances, claims, charges and liens save and except for any conditions, provisos, restrictions, exceptions and reservations contained in the original grant or other disposition from the Crown (herein called the "Permitted Encumbrances").

3.02 If a Duplicate Certificate of Title for the Land has been issued by the registrar of titles, the Vendor will cause the Duplicate Certificate of Title to be lodged at the land title office at or before the Time of Closing.

4. Included Items. The Land includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixture and all appurtenances and attachments thereto but does not include any other chattels, moveables or any other item of personal property located in, on or around the Land.

5. Condition of the Land. The Purchaser acknowledges, agrees and declares that it will purchase the Land on an "as is, where is" basis and that the Vendor has made no representations or warranties with respect to the condition of the Land or any buildings or improvements located thereon except those which are specifically set out in this offer.

6. Conditions Precedent.

6.01 The obligation of the Vendor to complete the within transaction is subject to:

6.01.01 The Vendor, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of the Vendor's interest in the Land to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing the Vendor to execute such documents and take such actions as may be necessary to convey and transfer legal and beneficial title to the Land to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions").

6.02 The Vendor's Subject Conditions are to be fulfilled on or before 5:00 p.m. on the 18th day of February 2015, provided that by written notice delivered to the Purchaser on or before February 18, 2015, the Vendor may extend the time for fulfilling the Vendor's Subject Conditions to 5:00 pm February 25, 2015, and in such event, the Time of Closing shall be automatically extended to February 27, 2015.

6.03 If written notice of fulfillment of the Vendor's Subject Conditions is not provided to the Purchaser by the date for fulfillment of the Vendor's Subject Conditions, then failing further written agreement between the parties this Offer to Purchase shall become null and void and neither party shall have any further obligations to the other in respect of this Offer to Purchase and the Deposit shall be returned forthwith to the Purchaser.

6.04 It shall be a condition of the completion of the purchase and sale of the Property that concurrently with such purchase and sale, the following purchase and sale transactions are also completed:

6.04.01 The purchase by the Purchaser from Williams Holdings Ltd. and the Vendor, together as vendor of the property having a municipal address of 120 Metlakatla Road, Prince Rupert, BC pursuant to a purchase and

sale agreement entered into by the Purchaser, Williams Holdings Ltd. and the Vendor concurrently with this Offer to Purchase; and

6.04.02 The purchase by the Purchaser from Williams Transfer Ltd. and the Vendor, together as vendor of the properties having municipal addresses of 1600 and 1651 Prince Rupert Boulevard, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser, Williams Transfer Ltd. and the Vendor concurrently with this Offer to Purchase.

7. General

- 7.01 The Deposit paid by the Purchaser to the Vendor shall form part of the Purchase Price.
- 7.02 At or before the Time of Closing, the Purchaser shall pay or cause to be paid to:
- 7.02.01 The Land Title & Survey Authority for the Province of British Columbia, all Property Transfer Tax payable on the transfer of the Land; and,
- 7.02.02 The Vendor or the Vendor's solicitor, an amount equal to all Goods and Services Tax payable by the Purchaser for the supply of any part of the Land or chattels described in Schedule "A" which, by law, the Purchaser is required to pay goods and services tax on.
- 7.03 The Purchaser shall bear all costs of transferring the Land to the Purchaser, including registration costs, other than those costs payable by the Vendor as provided in section 7.04.
- 7.04 The Vendor shall bear all costs of ensuring that the Land is encumbered only as specified in paragraph 3.01 herein and that any Duplicate Certificate of Title issued by the registrar of titles is lodged at the applicable land title office at or before the Time of Closing.
- 7.05 If, at the Time of Closing, the Land is subject to any financial encumbrances the Vendor, while still required to release such financial encumbrances from the Land, may wait to pay and discharge the existing financial encumbrances until immediately after receipt of the Purchase Price, but in that event, the Purchaser may pay the Purchase Price to a solicitor in trust, on undertakings satisfactory to the Purchaser or the Purchaser's solicitor, each acting reasonably, to pay and discharge the financial encumbrances, and to remit the balance, if any, to the Vendor's solicitor.
- 7.06 If the Purchaser is relying upon a loan to be secured by a new mortgage of the Land to finance payment of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on completion of the purchase of the Land, may wait to pay the Purchase Price to the Vendor's solicitor, until after the transfer or, as applicable, the Approval Order, and mortgage documents have been tendered for registration at the applicable land title office and receipt of the mortgage proceeds, but only if before such tendering, the full amount of the Purchase Price, except for the proceeds of the loan, is held in trust by the Purchaser's solicitor, the Purchaser has fulfilled all of the lender's conditions for funding except lodging the new mortgage for registration at the land title office and such solicitor has given his unconditional undertaking to the Vendor's solicitor, to pay the Purchase Price to the Vendor's solicitors forthwith upon the

transfer or, as applicable, the Approval Order, and mortgage being concurrently tendered for registration at the land title office and a satisfactory post-tendering search has been obtained which indicates that the Purchaser will, in the ordinary course of land title office procedures, become the registered owner of the Land free and clear of all charges, encumbrances and legal notations except for the Permitted Encumbrances and that the new mortgage will become registered as a charge against the Land subsequent only to the Permitted Encumbrances and upon receipt of the mortgage proceeds.

- 7.07 In this offer, whenever the word "solicitor" is used it shall be deemed to include a notary public for British Columbia.
- 7.08 The Land shall be at the risk of the Vendor up to 12:01 a.m. on the day on which the Time of Closing occurs, and in the event of loss or damage to the same occurring before such time by reason of acts of a third party, tempest, lightning, earthquake, flood or other act of God, fire, explosion, riot, civil commotion, insurrection or war, the Purchaser may, at his option, cancel this agreement, and shall thereupon be entitled to the return of any monies paid hereunder. The Land shall be at the risk of the Purchaser from and including 12:01 a.m. on the day on which the Time of Closing occurs.
- 7.09 All appropriate documents to effect the sale and purchase of the Land shall be prepared by the Purchaser, in registrable form on the terms and conditions herein set forth, and shall be delivered for execution by the Purchaser to the Vendor's solicitor, at or before the date that is two Business Days prior to the Time of Closing.
- 7.10 Tender of any monies to be paid hereunder shall be made by bank draft, certified cheque or wire transfer of immediately available funds, in Canadian funds. Such bank draft, certified cheque or wire transfer shall be payable to the party on whom tender is made (or if a solicitor is acting for that party, to the solicitor), and drawn on a Canadian chartered bank, trust company or credit union, and tender may be made on an officer of the party, or a solicitor known to the tendering party to be acting for the other in this matter.
- 7.11 Time shall be of the essence hereof, and unless the balance of the Purchase Price is paid at or before the Time of Closing the Vendor may, at the Vendor's option, cancel this agreement, and in such event, the Deposit paid by the Purchaser to the Vendor shall be absolutely forfeited to the Vendor as liquidated damages and the Vendor and Purchaser hereby agree that they have genuinely pre-estimated that the Deposit is the amount of the damages which the Vendor will suffer as a consequence of the Purchaser being in default of any condition, covenant or term of this Offer to Purchase and the forfeiture of the Deposit paid by the Purchaser shall be the Vendor's sole and exclusive remedy and this Offer to Purchase will be terminated forthwith after such payment has been made.
- 7.12 There are no representations, warranties, guarantees, promises, agreements or covenants other than those contained herein, all of which shall survive the completion of the sale, and shall not merge therewith.

7.13 Any notice:

7.13.01 To be given or which is desired to be given pursuant to this Offer may be given, in the case of any individual, by personally delivering it to him and, in the case of any corporation, by personally delivering it to any director or, in the case of any individual by mailing it to him, by way of regular pre-paid postage in an envelope addressed to him at his address set out on the first page of this Offer or, in the case of any corporation, either the address set out on the first page of this Offer or the registered office of the corporation and such notice shall be deemed to have been received, in the case of personal delivery, on the date of delivery, unless delivery is made after 4:00 p.m. or on a Saturday, Sunday, or statutory holiday, in which event it shall be deemed to have been received the following Business Day and in the event of delivery by mailing by way of regular pre-paid postage, notice shall be deemed to have been received five days after the mailing of the notice from any Post Office in the Province of British Columbia except if mailed during or within 5 days of a postal strike in which event notice shall be deemed to have been received 72 hours after the cessation of such strike. If any such notice sent by mail is returned as having been refused, unclaimed or the addressee has moved or there is no such address, such notice shall be deemed to have been made on the fifth Business Day after the day of the mailing thereof. Any party may change his address for delivery by mail by notifying the parties in accordance with this section.

7.13.02 Delivered or mailed to an address for notice will be deemed to be validly given notwithstanding the dissolution or legal incapacity of the person to whom the notice is directed, whether known or unknown to the person giving the notice.

7.14 This Offer to Purchase and the binding agreement resulting from its acceptance shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Offer shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate section. Should any provision or provisions of this Offer and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Offer and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

7.15 The captions and headings appearing in the margin or the body of this Offer to Purchase have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Offer or any provision hereof.

7.16 Unless the context otherwise requires, the word "Vendor" wherever it is used in this Offer to Purchase shall be construed to include and shall mean the Vendor, its successors and assigns and the word "Purchaser" shall be construed to include and shall mean the Purchaser and the executors, administrators, successors and assigns of the Purchaser and unless the context requires otherwise, in this Offer to Purchase words imparting the singular include the plural and vice versa, and words imparting gender include all genders.

- 7.17 This Offer to Purchase shall be open for acceptance up to 4:00 p.m., Pacific Time, on February 13, 2015, and if not accepted by the Vendor on or before such date and time, shall, at the Purchaser's option, be null and void. Upon acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase shall be a binding agreement for the sale and purchase of the Land, on the terms and conditions herein set forth and the agreement resulting from the acceptance of this Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 7.18 This Offer to Purchase may be executed in one or more counterparts, and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart and a facsimile sent by telecopier or a scanned and electronically sent copy of an originally executed counterpart of this Offer to Purchase shall be deemed, for all purposes, to be an original of this Offer to Purchase.
- 7.19 The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered as a vendor for the collection of goods and services tax pursuant to the Excise Tax Act of Canada and its GST number is 129843769.

[The next section in this offer to purchase is section 7.21.]

- 7.21 The Purchase Price of the Land shall be allocated between lands and buildings as follows:

Land:	\$226,273.00
Building:	\$802,045.34
Total:	<u>\$1,028,318.34</u>

- 7.22 Each of the parties hereto acknowledges and agrees that it is not aware of any current or possible future claim for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Offer to Purchase and that if any such claim should arise through, or under, or by virtue of any action taken by, any party hereto, such party shall indemnify and hold harmless the other or others in respect thereof.

SIGNED, SEALED AND DELIVERED by and on)
 behalf of METLAKATLA DEVELOPMENT)
 CORPORATION on the 11 day of February,)
 2015, by its authorized signatory in the)
 presence of the following witness:)

 Witness

 Address SAMUEL I. McLEAN
 Barrister & Solicitor
 P.O. BOX 188, 217-3rd Ave. West
 Prince Rupert, B.C. V8J 3P7
 Tel. No. 624-2116

 Occupation

METLAKATLA DEVELOPMENT CORPORATION

Per: B.J. Leighton

Name: Brenda Joyceline Leighton

Title: President and Director

ACCEPTANCE

The Vendor hereby accepts the above offer to purchase and covenants and agrees to and with the Purchaser to carry out the sale of the Land on the terms and conditions set forth above.

SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS MOVING & STORAGE (B.C.) LTD. on the 11 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

WILLIAMS MOVING & STORAGE (B.C.) LTD.

[Signature]
Witness
71, 3550 Adams St Vanc
Address
EA
Occupation

Per: [Signature]
(signature)
Name: G.J. Williams
(please print)
Title: Pres & Coo
(please print)



SCHEDULE "A"
(Description of land and improvements)

LOCATION: 341/351 Kaien Road, Prince Rupert, British Columbia
PARCEL IDENTIFIER: 007-364-091
LEGAL DESCRIPTION: Lot 24, District Lot 251, Range 5, Coast District, Plan 8614
DESCRIPTION OF IMPROVEMENTS: The Land is made up of land with a commercial building fixed thereon.

SCHEDULE "B"
(Existing Tenancies)

Lease dated May 13, 2013 between the Vendor, as landlord, and Ridley Terminal Inc., as tenant, on a month-to-month basis, for 3000 square feet at a rate of \$0.95 per square foot per month.

Lease made as of the 1st day of January 2008, between Lindsay's Cartage & Storage (1973) Ltd., as landlord, and Purolator Courier Ltd., as tenant, as amended by a Lease Amending and Extension Agreement made as of the 1st day of April, 2011, for a term expiring March 31, 2016 for 1800 square feet at annual rent of \$21,648.60 plus operating expenses.

Lease made as of December 1, 2011 between the Vendor, as landlord, and Clark Reefer Lines Ltd., as tenant, on a month-to-month basis for 3,603 square feet at rent of \$4,417.50 per month plus operating expense. Clark Reefer Lines Ltd. has delivered a notice to the Vendor that it will be vacating the premises as of March 31, 2015.

SCHEDULE "C"

Encumbrances

British Columbia Personal Property Registry ("PPR") Base Registration #789699A in favour of Business Development Bank of Canada

British Columbia PPR Base Registration #824489G in favour of Dundarave Mortgage Investment Corporation

British Columbia PPR Base Registration #666496H in favour of BCMP Mortgage Investment Corporation

British Columbia PPR Base Registration #088482I in favour of Trailer Wizards Ltd.

Parcel Identifier: 007-364-091
Lot 24 District Lot 251 Range 5 Coast District Plan 8614

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time: 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time: 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time: 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

PID: 007-364-113
Lot 25 District Lot 251 Range 5 Coast District Plan 8614

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time: 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40837
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time: 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

PID: 005-880-971
Lot A District Lot 251 Range 5 Coast District Plan 9668 Except Plan 11090

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time: 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time: 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time: 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation NO. A40387
Remarks: Inter Alia

*PID: 004-733-100
Lot 1 District Lot 251 Range 5 Coast District Plan 11090*

Nature: Mortgage
Registration No.: CA2647061
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033121
Modified by BB4060901

Nature: Assignment of Rents
Registration No.: CA2647062
Registration Date and Time 2012-07-09 15:13
Registered Owner: Dundarave Mortgage Investment Corporation
Incorporation No. BC0829926
Remarks: Inter Alia
Extended by CA3033122

Nature: Modification
Registration No.: BB4060901
Registration Date and Time 2013-03-14 16:29
Remarks: Inter Alia
Modification of CA2647061

Nature: Mortgage
Registration No.: CA3506802
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation No. A40387
Remarks: Inter Alia

Nature: Assignment of Rents
Registration No.: CA3506803
Registration Date and Time 2013-12-13 09:30
Registered Owner: BCMP Mortgage Investment Corporation
Incorporation NO. A40387
Remarks: Inter Alia

SCHEDULE "D"

Permitted Encumbrances

Parcel Identifier: 007-364-091

Lot 24 District Lot 251 Range 5 Coast District Plan 8614

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute;

PID: 007-364-113

Lot 25 District Lot 251 Range 5 Coast District Plan 8614

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute;

PID: 005-880-971

Lot A District Lot 251 Range 5 Coast District Plan 9668 Except Plan 11090

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute;
2. Statutory Right of Way J9531 in favour of City of Prince Rupert
3. Easement J9532

PID: 004-733-100

Lot 1 District Lot 251 Range 5 Coast District Plan 11090

1. Subsisting conditions, provisos, restrictions, exceptions and reservations contained in the original grant or in any other grant or disposition from the Crown or imposed or implied by statute.

SCHEDULE "E"

The Lands

City of Prince Rupert
341 Kaien Road

PID: 007-364-091
Lot 24 District Lot 251 Range 5 Coast District Plan 8614

City of Prince Rupert
120 Metkalatka Road

PID: 007-364-113
Lot 25 District Lot 251 Range 5 Coast District Plan 8614

City of Prince Rupert
1600 Prince Rupert Boulevard

PID: 005-880-971
Lot A District Lot 251 Range 5 Coast District Plan 9688 Except Plan 11090

City of Prince Rupert
1651 Prince Rupert Boulevard

PID: 004-733-100
Lot 1 District Lot 251 Range 5 Coast District Plan 11090

SCHEDULE "B"

Page 1

OFFER TO PURCHASE

Date: February 6, 2015

TO: Williams Holdings Ltd., incorporation number BC0778544, having an office at 2900 – 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called "Holdings")

AND TO: Williams Moving & Storage (B.C.) Ltd., incorporation number BC0884902, having an office at 2900 – 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called "Williams Moving & Storage")

(herein Holdings and Williams Moving & Storage are collectively called the "Vendor")

WHEREAS:

A. Metlakatla Development Corporation, society number XS-0025503 (herein called the "Purchaser") having the delivery and mailing addresses of its head office inside British Columbia at Lot 1, Block 6, Plan BC1123, Tsimpsean Indian Reserve No. 2, Metlakatla, c/o PO Box 224, Prince Rupert, British Columbia, V8J 3P6 desires to make an offer to purchase those lands and improvements situate, lying and being in the City of Prince Rupert, in the Province of British Columbia, and being more particularly known and described in Schedule "A" attached hereto and forming part hereof (herein called the "Land");

B. Holdings is the registered legal owner of the Land and Williams Moving & Storage is the beneficial owner of the Land;

C. Williams Moving & Storage has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division 1 of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of Williams Moving & Storage's beneficial interest in the Land and the conveyance of Williams Moving & Storage's beneficial interest in the Land to the Purchaser is subject to the authorization of the court;

D. The Vendor and Purchaser have agreed that the purchase price of the Land will be the aggregate amount of \$214,878.00 less an amount equal to the product of 3% of the aforesaid amount being the amount that would otherwise be payable for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this offer and the agreement resulting from the acceptance of this offer by the Vendor and the amount the Purchaser offers in this Offer to Purchase has been reduced accordingly. For greater certainty, the amount of the deduction will be \$6,446.34.

NOW THEREFORE the Purchaser hereby offers to purchase upon the terms and conditions set forth, the Land for the sum of TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS SIXTY-SIX CENTS (\$208,431.66) plus or minus the adjustments (herein called the "Purchase Price") payable as follows:

TERMS AND CONDITIONS

1. Completion and Possession
 - 1.01 "Business Day" means a day which is not a Saturday, Sunday or a day that is prescribed as a statutory holiday in British Columbia.
 - 1.02 The Purchase Price shall be paid or satisfied by the Purchaser as follows:
 - 1.02.01 the sum of NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$9,750.00) now paid by the Purchaser to the Purchaser's solicitor to be held in trust for both the Vendor and the Purchaser, and which, subject to the terms and conditions herein contained, shall be paid to the Vendor at the Time of Closing (herein defined);
 - 1.02.02 the sum of ONE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED EIGHTY-ONE DOLLARS SIXTY-SIX CENTS (\$198,681.66) shall be paid to the solicitor for the Vendor and the purchase and sale of the Land shall be completed at or before 2:00 p.m., Pacific Time, on the 20th day February, 2015, (unless extended pursuant to section 6.02) or such other time or date as may be agreed upon in writing between the Vendor and the Purchaser or their respective solicitors (herein called the "Time of Closing").
 - 1.03 The Purchaser shall have vacant possession of the Land at the Time of Closing except for the existing tenancies, if any, described in Schedule "B" attached hereto and the Purchaser will assume such tenancies at the Time of Closing.
 - 1.04 The Vendor and Purchaser may, by mutual agreement in writing made by them or their respective solicitors, change the Time of Closing.
 - 1.05 In addition to paying the Purchase Price, the Purchaser shall, unless exempted by the provisions of section 1.06, pay to the Vendor or its solicitor at the Time of Closing the full amount of the goods and services tax payable on the supply of the Land determined in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall indemnify and save harmless the Vendor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
 - 1.05.01 to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Land whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and,/or
 - 1.05.02 to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Land.
 - 1.06 The Purchaser shall not be required to pay goods and services tax to the Vendor pursuant to section 1.05 if the Land is not the supply of a residential complex to an individual as defined in the Excise Tax Act of Canada and the Purchaser delivers to the Vendor's solicitor, in a form satisfactory to the Vendor's solicitor,

acting reasonably, written proof that the Purchaser is a registrant for the goods and services tax under the Excise Tax Act of Canada.

2. Adjustments. The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges from, AND all adjustments both incoming and outgoing of whatsoever nature with respect to the Land shall be made as of, the Time of Closing.
3. Encumbrances
 - 3.01 Subject to sections 1.03 and 7.05, the Land shall, at or before the Time of Closing, be free of all encumbrances, claims, charges and liens save and except for any conditions, provisos, restrictions, exceptions and reservations contained in the original grant or other disposition from the Crown (herein called the "Permitted Encumbrances").
 - 3.02 If a Duplicate Certificate of Title for the Land has been issued by the registrar of titles, the Vendor will cause the Duplicate Certificate of Title to be lodged at the land title office at or before the Time of Closing.
4. Included Items. The Land includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixture and all appurtenances and attachments thereto but does not include any other chattels, moveables or any other item of personal property located in, on or around the Land.
5. Condition of the Land. The Purchaser acknowledges, agrees and declares that it will purchase the Land on an "as is, where is" basis and that the Vendor has made no representations or warranties with respect to the condition of the Land or any buildings or improvements located thereon except those which are specifically set out in this offer.
6. Conditions Precedent.
 - 6.01 The obligation of the Vendor to complete the within transaction is subject to:
 - 6.01.01 Williams Moving & Storage, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of Williams Moving & Storage's beneficial interest in the Land to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing Williams Moving & Storage to execute such documents and take such actions as may be necessary to convey and transfer beneficial title to the Land to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions").

- 6.02 The Vendor's Subject Conditions are to be fulfilled on or before 5:00 p.m. on the 18th day of February 2015, provided that by written notice delivered to the Purchaser on or before February 18, 2015, the Vendor may extend the time for fulfilling the Vendor's Subject Conditions to 5:00 pm February 25, 2015, and in such event, the Time of Closing shall be automatically extended to February 27, 2015.
- 6.03 If written notice of fulfillment of the Vendor's Subject Conditions is not provided to the Purchaser by the date for fulfillment of the Vendor's Subject Conditions, then failing further written agreement between the parties this Offer to Purchase shall become null and void and neither party shall have any further obligations to the other in respect of this Offer to Purchase and the Deposit shall be returned forthwith to the Purchaser.
- 6.04 It shall be a condition of the completion of the purchase and sale of the Property that concurrently with such purchase and sale, the following purchase and sale transactions are also completed:
- 6.04.01 The purchase by the Purchaser from Williams Transfer Ltd. and Williams Moving & Storage, together as vendor of the properties having municipal addresses of 1600 and 1651 Prince Rupert Boulevard, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser, Williams Transfer Ltd. and Williams Moving & Storage concurrently with this Offer to Purchase; and
- 6.04.02 The purchase by the Purchaser from Williams Moving & Storage of the property having a municipal address of 341 Kaien Road, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser and Williams Moving & Storage concurrently with this Offer to Purchase.

7. General

- 7.01 The Deposit paid by the Purchaser to the Vendor shall form part of the Purchase Price.
- 7.02 At or before the Time of Closing, the Purchaser shall pay or cause to be paid to:
- 7.02.01 The Land Title & Survey Authority for the Province of British Columbia, all Property Transfer Tax payable on the transfer of the Land; and,
- 7.02.02 The Vendor or the Vendor's solicitor, an amount equal to all Goods and Services Tax payable by the Purchaser for the supply of any part of the Land or chattels described in Schedule "A" which, by law, the Purchaser is required to pay goods and services tax on.
- 7.03 The Purchaser shall bear all costs of transferring the Land to the Purchaser, including registration costs, other than those costs payable by the Vendor as provided in section 7.04.


- 7.04 The Vendor shall bear all costs of ensuring that the Land is encumbered only as specified in paragraph 3.01 herein and that any Duplicate Certificate of Title issued by the registrar of titles is lodged at the applicable land title office at or before the Time of Closing.
- 7.05 If, at the Time of Closing, the Land is subject to any financial encumbrances the Vendor, while still required to release such financial encumbrances from the Land; may wait to pay and discharge the existing financial encumbrances until immediately after receipt of the Purchase Price, but in that event, the Purchaser may pay the Purchase Price to a solicitor in trust, on undertakings satisfactory to the Purchaser or the Purchaser's solicitor, each acting reasonably, to pay and discharge the financial encumbrances, and to remit the balance, if any, to the Vendor's solicitor.
- 7.06 If the Purchaser is relying upon a loan to be secured by a new mortgage of the Land to finance payment of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on completion of the purchase of the Land, may wait to pay the Purchase Price to the Vendor's solicitor until after the transfer or, as applicable, the Approval Order, and mortgage documents have been tendered for registration at the applicable land title office and receipt of the mortgage proceeds, but only if before such tendering, the full amount of the Purchase Price, except for the proceeds of the loan, is held in trust by the Purchaser's solicitor, the Purchaser has fulfilled all of the lender's conditions for funding except lodging the new mortgage for registration at the land title office and such solicitor has given his unconditional undertaking to the Vendor's solicitor, to pay the Purchase Price to the Vendor's solicitors forthwith upon the transfer or, as applicable, the Approval Order, and mortgage being concurrently tendered for registration at the land title office and a satisfactory post-tendering search has been obtained which indicates that the Purchaser will, in the ordinary course of land title office procedures, become the registered owner of the Land free and clear of all charges, encumbrances and legal notations except for the Permitted Encumbrances and that the new mortgage will become registered as a charge against the Land subsequent only to the Permitted Encumbrances and upon receipt of the mortgage proceeds.
- 7.07 In this offer, whenever the word "solicitor" is used it shall be deemed to include a notary public for British Columbia.
- 7.08 The Land shall be at the risk of the Vendor up to 12:01 a.m. on the day on which the Time of Closing occurs, and in the event of loss or damage to the same occurring before such time by reason of acts of a third party, tempest, lightning, earthquake, flood or other act of God, fire, explosion, riot, civil commotion, insurrection or war, the Purchaser may, at his option, cancel this agreement, and shall thereupon be entitled to the return of any monies paid hereunder. The Land shall be at the risk of the Purchaser from and including 12:01 a.m. on the day on which the Time of Closing occurs.
- 7.09 All appropriate documents to effect the sale and purchase of the Land shall be prepared by the Purchaser, in registrable form on the terms and conditions herein set forth, and shall be delivered for execution by the Purchaser to the Vendor's solicitor, at or before the date that is two Business Days prior to the Time of Closing.

- 7.10 Tender of any monies to be paid hereunder shall be made by bank draft, certified cheque or wire transfer of immediately available funds, in Canadian funds. Such bank draft, certified cheque or wire transfer shall be payable to the party on whom tender is made (or if a solicitor is acting for that party, to the solicitor), and drawn on a Canadian chartered bank, trust company or credit union, and tender may be made on an officer of the party, or a solicitor known to the tendering party to be acting for the other in this matter.
- 7.11 Time shall be of the essence hereof, and unless the balance of the Purchase Price is paid at or before the Time of Closing the Vendor may, at the Vendor's option, cancel this agreement, and in such event, the Deposit paid by the Purchaser to the Vendor shall be absolutely forfeited to the Vendor as liquidated damages and the Vendor and Purchaser hereby agree that they have genuinely pre-estimated that the Deposit is the amount of the damages which the Vendor will suffer as a consequence of the Purchaser being in default of any condition, covenant or term of this Offer to Purchase and the forfeiture of the Deposit paid by the Purchaser shall be the Vendor's sole and exclusive remedy and this Offer to Purchase will be terminated forthwith after such payment has been made.
- 7.12 There are no representations, warranties, guarantees, promises, agreements or covenants other than those contained herein, all of which shall survive the completion of the sale, and shall not merge therewith.
- 7.13 Any notice:
- 7.13.01 To be given or which is desired to be given pursuant to this Offer may be given, in the case of any individual, by personally delivering it to him and, in the case of any corporation, by personally delivering it to any director or, in the case of any individual by mailing it to him, by way of regular pre-paid postage in an envelope addressed to him at his address set out on the first page of this Offer or, in the case of any corporation, either the address set out on the first page of this Offer or the registered office of the corporation and such notice shall be deemed to have been received, in the case of personal delivery, on the date of delivery, unless delivery is made after 4:00 p.m. or on a Saturday, Sunday, or statutory holiday, in which event it shall be deemed to have been received the following Business Day and in the event of delivery by mailing by way of regular pre-paid postage, notice shall be deemed to have been received five days after the mailing of the notice from any Post Office in the Province of British Columbia except if mailed during or within 5 days of a postal strike in which event notice shall be deemed to have been received 72 hours after the cessation of such strike. If any such notice sent by mail is returned as having been refused, unclaimed or the addressee has moved or there is no such address, such notice shall be deemed to have been made on the fifth Business Day after the day of the mailing thereof. Any party may change his address for delivery by mail by notifying the parties in accordance with this section.

- 7.13.02 Delivered or mailed to an address for notice will be deemed to be validly given notwithstanding the dissolution or legal incapacity of the person to whom the notice is directed, whether known or unknown to the person giving the notice.
- 7.14 This Offer to Purchase and the binding agreement resulting from its acceptance shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Offer shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate section. Should any provision or provisions of this Offer and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Offer and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.
- 7.15 The captions and headings appearing in the margin or the body of this Offer to Purchase have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Offer or any provision hereof.
- 7.16 Unless the context otherwise requires, the word "Vendor" wherever it is used in this Offer to Purchase shall be construed to include and shall mean the Vendor, its successors and assigns and the word "Purchaser" shall be construed to include and shall mean the Purchaser and the executors, administrators, successors and assigns of the Purchaser and unless the context requires otherwise, in this Offer to Purchase words imparting the singular include the plural and vice versa, and words imparting gender include all genders.
- 7.17 This Offer to Purchase shall be open for acceptance up to 4:00 p.m., Pacific Time, on February 13, 2015, and if not accepted by the Vendor on or before such date and time, shall, at the Purchaser's option, be null and void. Upon acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase shall be a binding agreement for the sale and purchase of the Land, on the terms and conditions herein set forth and the agreement resulting from the acceptance of this Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 7.18 This Offer to Purchase may be executed in one or more counterparts, and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart and a facsimile sent by telecopier or a scanned and electronically sent copy of an originally executed counterpart of this Offer to Purchase shall be deemed, for all purposes, to be an original of this Offer to Purchase.
- 7.19 The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered as a vendor for the collection of goods and services tax pursuant to the *Excise Tax Act* of Canada and its GST number is 129843769.

7.20 Each of the parties hereto acknowledges and agrees that it is not aware of any current or possible future claim for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Offer to Purchase and that if any such claim should arise through, or under, or by virtue of any action taken by, any party hereto, such party shall indemnify and hold harmless the other or others in respect thereof.

SIGNED, SEALED AND DELIVERED by and on)
behalf of METLAKATLA DEVELOPMENT)
CORPORATION on the 11th day of February,)
2015, by its authorized signatory in the)
presence of the following witness:)

Witness 

Address SAMUEL J. McLEAN
Lawyer & Solicitor
P.O. BOX 188, 217-3rd Ave. West
Prince Rupert, B.C. V8J 3P7
Tel. No. 624-2116

Occupation

METLAKATLA DEVELOPMENT CORPORATION

Per: B.J. Leighton

Name: Brenda Joyceline Leighton

Title: President and Director

ACCEPTANCE

The Vendor hereby accepts the above offer to purchase and covenants and agrees to and with the Purchaser to carry out the sale of the Land on the terms and conditions set forth above.

SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS HOLDINGS LTD. on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K Oshrowellto
Witness

77, 3550 Adair St, Vancouver
Address

EA
Occupation

WILLIAMS HOLDINGS LTD.

Per: [Signature]
(signature)

Name: W. J. Williams
(please print)

Title: Pres & CEO
(please print)



SIGNED, SEALED AND DELIVERED by and on behalf of WILLIAMS MOVING & STORAGE (B.C.) LTD. on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K Oshrowellto
Witness

77, 3550 Adair St, Vancouver
Address

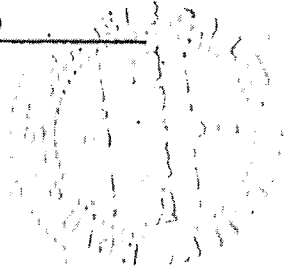
EA
Occupation

WILLIAMS MOVING & STORAGE (B.C.) LTD.

Per: [Signature]
(signature)

Name: W. J. Williams
(please print)

Title: Pres & CEO
(please print)



SCHEDULE "A"
(Description of land and improvements)

LOCATION: 120 Metlakatla Road, Prince Rupert, British Columbia
PARCEL IDENTIFIER: 007-364-113
LEGAL DESCRIPTION: Lot 25, District Lot 251, Range 5, Coast District, Plan 8614
DESCRIPTION OF IMPROVEMENTS: The Land is vacant land with no improvements fixed thereon.

SCHEDULE "B"
(Existing Tenancies)

None.

SCHEDULE "C"

OFFER TO PURCHASE

Date: February 6, 2015

TO: Williams Transfer Ltd., incorporation number BC0928388, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3 (herein called "Transfer")

-and-

Williams Moving & Storage (B.C.) Ltd., incorporation number BC0884902, having an office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(herein called "Williams Moving & Storage")

(herein Transfer and Williams Moving & Storage are collectively called the "Vendor")

WHEREAS:

A. Metlakatla Development Corporation, society number XS-0025503 (herein called the "Purchaser") having the delivery and mailing addresses of its head office inside British Columbia at Lot 1, Block 6, Plan BC1123, Tsimpsean Indian Reserve No. 2, Metlakatla, c/o PO Box 224, Prince Rupert, British Columbia, V8J 3P6 desires to make an offer to purchase those lands and improvements situate, lying and being in the City of Prince Rupert, in the Province of British Columbia, and being more particularly known and described in Schedule "A" attached hereto and forming part hereof (herein called the "Land");

B. Transfer is the legal and beneficial owner of Lot A (as herein defined);

C. Transfer is the registered legal owner of Lot 1 (as herein defined) and Williams Moving & Storage is the beneficial owner of Lot 1;

D. Williams Moving & Storage has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division I of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of Williams Moving & Storage's beneficial interest in Lot 1 and the conveyance of Williams Moving & Storage's beneficial interest in Lot 1 to the Purchaser is subject to the authorization of the court;

E. The Vendor and Purchaser have agreed that the purchase price of the Land will be the aggregate amount of \$2,000,000.00 less an amount equal to the product of 3% of the aforesaid amount being the amount that would otherwise be payable for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this offer and the agreement resulting from the acceptance of this offer by the Vendor and the amount the Purchaser offers in this Offer to Purchase has been reduced accordingly. For greater certainty, the amount of the deduction will be \$60,000.00.

NOW THEREFORE the Purchaser hereby offers to purchase upon the terms and conditions set forth, the Land for the sum of ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000.00) plus or minus the adjustments (herein called the "Purchase Price") payable as follows:

TERMS AND CONDITIONS1. Completion and Possession

- 1.01 "Business Day" means a day which is not a Saturday, Sunday or a day that is prescribed as a statutory holiday in British Columbia.
- 1.02 The Purchase Price shall be paid or satisfied by the Purchaser as follows:
- 1.02.01 the sum of THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$30,500.00) now paid by the Purchaser to the Purchaser's solicitor to be held in trust for both the Vendor and the Purchaser, and which, subject to the terms and conditions herein contained, shall be paid to the Vendor at the Time of Closing (herein defined);
- 1.02.02 the sum of ONE MILLION NINE HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS (\$1,909,500.00) shall be paid to the solicitor for the Vendor and the purchase and sale of the Land shall be completed at or before 2:00 p.m., Pacific Time, on the 20th day February, 2015, (unless extended pursuant to section 6.02) or such other time or date as may be agreed upon in writing between the Vendor and the Purchaser or their respective solicitors (herein called the "Time of Closing").
- 1.03 The Purchaser shall have vacant possession of the Land at the Time of Closing except for the existing tenancies, if any, described in Schedule "B" attached hereto and the Purchaser will assume such tenancies at the Time of Closing.
- 1.04 The Vendor and Purchaser may, by mutual agreement in writing made by them or their respective solicitors, change the Time of Closing:
- 1.05 In addition to paying the Purchase Price, the Purchaser shall, unless exempted by the provisions of section 1.06, pay to the Vendor or its solicitor at the Time of Closing the full amount of the goods and services tax payable on the supply of the Land determined in accordance with the provisions of the Excise Tax Act of Canada. The Purchaser shall indemnify and save harmless the Vendor from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses incurred, suffered or sustained as a result of a failure by the Purchaser:
- 1.05.01 to pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Land whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and,/or
- 1.05.02 to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Land.
- 1.06 The Purchaser shall not be required to pay goods and services tax to the Vendor pursuant to section 1.05 if the Land is not the supply of a residential complex to an individual as defined in the Excise Tax Act of Canada and the Purchaser delivers to the Vendor's solicitor, in a form satisfactory to the Vendor's solicitor,

acting reasonably, written proof that the Purchaser is a registrant for the goods and services tax under the Excise Tax Act of Canada.

2. Adjustments. The Purchaser will assume and pay all taxes, rates, local improvements, assessments and other charges from, AND all adjustments both incoming and outgoing of whatsoever nature with respect to the Land shall be made as of, the Time of Closing.

3. Encumbrances

3.01 Subject to sections 1.03 and 7.05, the Land shall, at or before the Time of Closing, be free of all encumbrances, claims, charges and liens save and except for any conditions, provisos, restrictions, exceptions and reservations contained in the original grant or other disposition from the Crown and, as to Lot A, statutory right of way J9531 and easement J9532 (herein called the "Permitted Encumbrances").

3.02 If a Duplicate Certificate of Title for the Land has been issued by the registrar of titles, the Vendor will cause the Duplicate Certificate of Title to be lodged at the land title office at or before the Time of Closing.

4. Included Items. The Land includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixture and all appurtenances and attachments thereto but does not include any other chattels, moveables or any other item of personal property located in, on or around the Land.

5. Condition of the Land. The Purchaser acknowledges, agrees and declares that it will purchase the Land on an "as is, where is" basis and that the Vendor has made no representations or warranties with respect to the condition of the Land or any buildings or improvements located thereon except those which are specifically set out in this offer.

6. Conditions Precedent.

6.01 The obligation of the Vendor to complete the within transaction is subject to:

6.01.01 Williams Moving & Storage, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of Williams Moving & Storage's beneficial interest in Lot 1 to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing Williams Moving & Storage to execute such documents and take such actions as may be necessary to convey and transfer beneficial title to Lot 1 to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions").

6.02 The Vendor's Subject Conditions are to be fulfilled on or before 5:00 p.m. on the 18th day of February 2015, provided that by written notice delivered to the Purchaser on or before February 18, 2015, the Vendor may extend the time for fulfilling the Vendor's Subject Conditions to 5:00 pm February 25, 2015, and in

such event, the Time of Closing shall be automatically extended to February 27, 2015.

- 6.03 If written notice of fulfillment of the Vendor's Subject Conditions is not provided to the Purchaser by the date for fulfillment of the Vendor's Subject Conditions, then failing further written agreement between the parties this Offer to Purchase shall become null and void and neither party shall have any further obligations to the other in respect of this Offer to Purchase and the Deposit shall be returned forthwith to the Purchaser.
- 6.04 It shall be a condition of the completion of the purchase and sale of the Property that concurrently with such purchase and sale, the following purchase and sale transactions are also completed:
 - 6.04.01 The purchase by the Purchaser from Williams Holdings Ltd. and Williams Moving & Storage, together as vendor, of the property having a municipal address of 120 Metlakatla Road, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser, Williams Holdings Ltd. and Williams Moving & Storage concurrently with this Offer to Purchase; and
 - 6.04.02 The purchase by the Purchaser from Williams Moving & Storage of the property having a municipal address of 341 Kaien Road, Prince Rupert, BC pursuant to a purchase and sale agreement entered into by the Purchaser and Williams Moving & Storage concurrently with this Offer to Purchase.

7. General

- 7.01 The Deposit paid by the Purchaser to the Vendor shall form part of the Purchase Price.
- 7.02 At or before the Time of Closing, the Purchaser shall pay or cause to be paid to:
 - 7.02.01 The Land Title & Survey Authority for the Province of British Columbia, all Property Transfer Tax payable on the transfer of the Land; and,
 - 7.02.02 the Vendor or the Vendor's solicitor, an amount equal to all Goods and Services Tax payable by the Purchaser for the supply of any part of the Land or chattels described in Schedule "A" which, by law, the Purchaser is required to pay goods and services tax on.
- 7.03 The Purchaser shall bear all costs of transferring the Land to the Purchaser, including registration costs, other than those costs payable by the Vendor as provided in section 7.04.
- 7.04 The Vendor shall bear all costs of ensuring that the Land is encumbered only as specified in paragraph 3.01 herein and that any Duplicate Certificate of Title issued by the registrar of titles is lodged at the applicable land title office at or before the Time of Closing.
- 7.05 If, at the Time of Closing, the Land is subject to any financial encumbrances the Vendor, while still required to release such financial encumbrances from the Land, may wait to pay and discharge the existing financial encumbrances until immediately after receipt of the Purchase Price, but in that event, the Purchaser

may pay the Purchase Price to a solicitor in trust, on undertakings satisfactory to the Purchaser or the Purchaser's solicitor, each acting reasonably, to pay and discharge the financial encumbrances, and to remit the balance, if any, to the Vendor's solicitors.

- 7.06 If the Purchaser is relying upon a loan to be secured by a new mortgage of the Land to finance payment of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on completion of the purchase of the Land, may wait to pay the Purchase Price to the Vendor's solicitor, until after the transfer or, as applicable, the Approval Order, and mortgage documents have been tendered for registration at the applicable land title office and receipt of the mortgage proceeds, but only if before such tendering, the full amount of the Purchase Price, except for the proceeds of the loan, is held in trust by the Purchaser's solicitor, the Purchaser has fulfilled all of the lender's conditions for funding except lodging the new mortgage for registration at the land title office and such solicitor has given his unconditional undertaking to the Vendor's solicitor, to pay the Purchase Price to the Vendor's solicitors forthwith upon the transfer or, as applicable, the Approval Order, and mortgage being concurrently tendered for registration at the land title office and a satisfactory post-tendering search has been obtained which indicates that the Purchaser will, in the ordinary course of land title office procedures, become the registered owner of the Land free and clear of all charges, encumbrances and legal notations except for the Permitted Encumbrances and that the new mortgage will become registered as a charge against the Land subsequent only to the Permitted Encumbrances and upon receipt of the mortgage proceeds.
- 7.07 In this offer, whenever the word "solicitor" is used it shall be deemed to include a notary public for British Columbia.
- 7.08 The Land shall be at the risk of the Vendor up to 12:01 a.m. on the day on which the Time of Closing occurs, and in the event of loss or damage to the same occurring before such time by reason of acts of a third party, tempest, lightning, earthquake, flood or other act of God, fire, explosion, riot, civil commotion, insurrection or war, the Purchaser may, at his option, cancel this agreement, and shall thereupon be entitled to the return of any monies paid hereunder. The Land shall be at the risk of the Purchaser from and including 12:01 a.m. on the day on which the Time of Closing occurs.
- 7.09 All appropriate documents to effect the sale and purchase of the Land shall be prepared by the Purchaser, in registrable form on the terms and conditions herein set forth, and shall be delivered for execution by the Purchaser to the Vendor's solicitor, at or before the date that is two Business Days prior to the Time of Closing.
- 7.10 Tender of any monies to be paid hereunder shall be made by bank draft, certified cheque or wire transfer of immediately available funds, in Canadian funds. Such bank draft, certified cheque or wire transfer shall be payable to the party on whom tender is made (or if a solicitor is acting for that party, to the solicitor), and drawn on a Canadian chartered bank, trust company or credit union, and tender may be made on an officer of the party, or a solicitor known to the tendering party to be acting for the other in this matter.

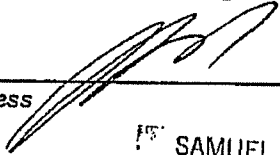
- 7.11 Time shall be of the essence hereof, and unless the balance of the Purchase Price is paid at or before the Time of Closing the Vendor may, at the Vendor's option, cancel this agreement, and in such event, the Deposit paid by the Purchaser to the Vendor shall be absolutely forfeited to the Vendor as liquidated damages and the Vendor and Purchaser hereby agree that they have genuinely pre-estimated that the Deposit is the amount of the damages which the Vendor will suffer as a consequence of the Purchaser being in default of any condition, covenant or term of this Offer to Purchase and the forfeiture of the Deposit paid by the Purchaser shall be the Vendor's sole and exclusive remedy and this Offer to Purchase will be terminated forthwith after such payment has been made.
- 7.12 There are no representations, warranties, guarantees, promises, agreements or covenants other than those contained herein, all of which shall survive the completion of the sale, and shall not merge therewith.
- 7.13 Any notice:
- 7.13.01 To be given or which is desired to be given pursuant to this Offer may be given, in the case of any individual, by personally delivering it to him and, in the case of any corporation, by personally delivering it to any director or, in the case of any individual by mailing it to him, by way of regular pre-paid postage in an envelope addressed to him at his address set out on the first page of this Offer or, in the case of any corporation, either the address set out on the first page of this Offer or the registered office of the corporation and such notice shall be deemed to have been received, in the case of personal delivery, on the date of delivery, unless delivery is made after 4:00 p.m. or on a Saturday, Sunday, or statutory holiday, in which event it shall be deemed to have been received the following Business Day and in the event of delivery by mailing by way of regular pre-paid postage, notice shall be deemed to have been received five days after the mailing of the notice from any Post Office in the Province of British Columbia except if mailed during or within 5 days of a postal strike in which event notice shall be deemed to have been received 72 hours after the cessation of such strike. If any such notice sent by mail is returned as having been refused, unclaimed or the addressee has moved or there is no such address, such notice shall be deemed to have been made on the fifth Business Day after the day of the mailing thereof. Any party may change his address for delivery by mail by notifying the parties in accordance with this section.
- 7.13.02 Delivered or mailed to an address for notice will be deemed to be validly given notwithstanding the dissolution or legal incapacity of the person to whom the notice is directed, whether known or unknown to the person giving the notice.
- 7.14 This Offer to Purchase and the binding agreement resulting from its acceptance shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Offer shall be construed as covenants and agreements as though the words imparting such covenants and agreements were included in each separate section. Should any provision or provisions of this Offer and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from this Offer and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the said provision or provisions or conditions had never been included.

- 7.15 The captions and headings appearing in the margin or the body of this Offer to Purchase have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Offer or any provision hereof.
- 7.16 Unless the context otherwise requires, the word "Vendor" wherever it is used in this Offer to Purchase shall be construed to include and shall mean the Vendor, its successors and assigns and the word "Purchaser" shall be construed to include and shall mean the Purchaser and the executors, administrators, successors and assigns of the Purchaser and unless the context requires otherwise, in this Offer to Purchase words imparting the singular include the plural and vice versa, and words imparting gender include all genders.
- 7.17 This Offer to Purchase shall be open for acceptance up to 4:00 p.m., Pacific Time, on February 13, 2015, and if not accepted by the Vendor on or before such date and time, shall, at the Purchaser's option, be null and void. Upon acceptance of this Offer to Purchase by the Vendor, this Offer to Purchase shall be a binding agreement for the sale and purchase of the Land, on the terms and conditions herein set forth and the agreement resulting from the acceptance of this Offer to Purchase shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 7.18 This Offer to Purchase may be executed in one or more counterparts, and all of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart and a facsimile sent by telecopier or a scanned and electronically sent copy of an originally executed counterpart of this Offer to Purchase shall be deemed, for all purposes, to be an original of this Offer to Purchase.
- 7.19 The Purchaser hereby represents and warrants to the Vendor that the Purchaser is registered as a vendor for the collection of goods and services tax pursuant to the *Excise Tax Act* of Canada and its GST number is 129843769.
- 7.20 The Purchase Price of the Land shall be allocated between Lot A and Lot 1 as follows:
- | | |
|--------|-----------------------|
| Lot A: | \$1,823,600.00 |
| Lot 1: | <u>\$116,400.00</u> |
| Total: | <u>\$1,940,000.00</u> |
- 7.21 The portion of the Purchase Price allocated to Lot A shall be further allocated between lands and buildings as follows:
- | | |
|------------|-----------------------|
| Land: | \$769,306.00 |
| Buildings: | <u>\$1,054,294.00</u> |
| Total: | <u>\$1,823,600.00</u> |

7.22 Each of the parties hereto acknowledges and agrees that it is not aware of any current or possible future claim for brokerage, agency, finder's fee or commission in connection with the transactions contemplated by this Offer to Purchase and that if any such claim should arise through, or under, or by virtue of any action taken by, any party hereto, such party shall indemnify and hold harmless the other or others in respect thereof.

SIGNED, SEALED AND DELIVERED by and on)
behalf of METLAKATLA DEVELOPMENT)
CORPORATION on the 11th day of February,)
2015, by its authorized signatory in the)
presence of the following witness:)

Witness



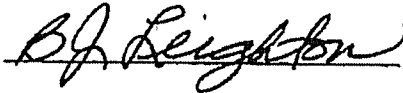
SAMUEL J. McLEAN
Barister & Solicitor
P.O. BOX 188, 217-3rd Ave. West
Prince Rupert, B.C. V8J 3P7
Tel. No. 624-2116

Address

Occupation

METLAKATLA DEVELOPMENT CORPORATION

Per:



Name:

Brenda Joycelne Caighton

Title:

President and Director

ACCEPTANCE

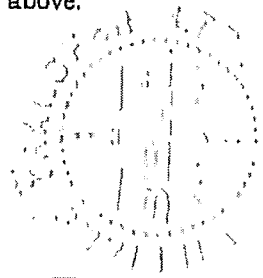
The Vendor hereby accepts the above offer to purchase and covenants and agrees to and with the Purchaser to carry out the sale of the Land on the terms and conditions set forth above.

SIGNED, SEALED AND DELIVERED by and on behalf of **WILLIAMS TRANSFER LTD.** on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K Osborne
Witness
17, 3550 Adair St, Vancouver
Address
EA
Occupation

WILLIAMS TRANSFER LTD.

Per: [Signature]
(signature)
Name: V. J. Williams
(please print)
Title: Pres & CEO
(please print)

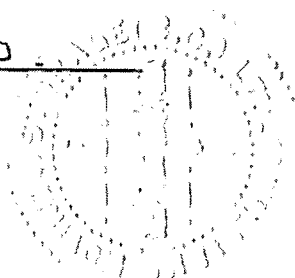


SIGNED, SEALED AND DELIVERED by and on behalf of **WILLIAMS MOVING & STORAGE (B.C.) LTD.** on the 12 day of February, 2015, by its authorized signatory(ies) in the presence of the following witness:

K Osborne
Witness
17, 3550 Adair St, Vancouver
Address
EA
Occupation

WILLIAMS MOVING & STORAGE (B.C.) LTD.

Per: [Signature]
(signature)
Name: V. J. Williams
(please print)
Title: Pres & CEO
(please print)



SCHEDULE "A"
(Description of land and improvements)

LOCATION: 1600 Prince Rupert Blvd., Prince Rupert, British Columbia
1651 Prince Rupert Blvd., Prince Rupert, British Columbia

PARCEL IDENTIFIER: 005-880-971
004-733-100

LEGAL DESCRIPTION: Lot A, District Lot 251, Range 5, Coast District, Plan 9668 except
Plan 11090 ("Lot A")
Lot 1, District Lot 251, Range 5, Coast District, Plan 11090 ("Lot 1")

DESCRIPTION OF IMPROVEMENTS: Lot 1 is vacant land and Lot A is land with a commercial building fixed thereon.

SCHEDULE "B"
(Existing Tenancies)

Gat Leedm LLP has a verbal lease agreement with the Vendor under which it has leased an area of approximately 2,000 square feet in the southern portion of the building located on Lot A and pays rent in the amount of \$2,000.00 per month. Gat Leedm LLP also has a separate verbal lease agreement with the Vendor under which it leases office space in the building located on Lot A and pays rent in the amount of \$600.00 per month and pursuant to this lease agreement, Gat Leedm LLP leases the entire northern portion of the building located on Lot A having an area of approximately 4,800 square feet to use as a warehouse for its business and the land around the building located on Lot A for parking and storage of Gat Leedm LLP's vehicles and related equipment at no extra cost, charge, expense or rental of any kind.

Lease dated May 13, 2013 between the Vendor, as landlord, and Ridley Terminal Inc., as tenant, on a month-to-month basis, for 4700 square feet at a rate of \$0.95 per square foot per month.

Lease made effective January 1, 2012, between Transfer, as landlord, and FirstCanada ULC, as tenant, on a month-to-month basis, for 3600 square feet shop space and 17,000 square feet yard area at a rate of \$3,609 per month.

SCHEDULE "D"

ADDENDUM

Addendum to an Offer to Purchase between Williams Transfer Ltd. ("Transfer") and Williams Moving & Storage (BC) Ltd. ("Williams Moving & Storage") (Transfer and Williams Moving & Storage together, the "Vendor") and Metlakatla Development Corporation (the "Purchaser") dated February 6, 2015 (the "Purchase Agreement")

1. This Addendum forms part of the Purchase Agreement, and terms defined in the Purchase Agreement have the same meaning in this Addendum.
2. The Purchase Agreement is amended as follows:
 - (a) Remove Recitals B, C and D and substitute the following therefor:

"B. Transfer is the legal and beneficial owner of Lot 1 (as herein defined);

C. Transfer is the registered legal owner of Lot A (as herein defined) and Williams Moving & Storage is the beneficial owner of Lot A;

D. Williams Moving & Storage has filed a notice of intention to make a proposal (herein called the "NOI") under Part III, Division I of the *Bankruptcy and Insolvency Act* (herein called the "BIA"). Deloitte Restructuring Inc. (herein called "Deloitte") has been appointed trustee under the NOI. Pursuant to the BIA, the purchase and sale of Williams Moving & Storage's beneficial interest in Lot A and the conveyance of Williams Moving & Storage's beneficial interest in Lot A to the Purchaser is subject to the authorization of the court".
 - (b) Remove Section 6.01.01 and substitute the following therefor:

"Williams Moving & Storage, or Deloitte, or both of them, obtaining an order of the Supreme Court of British Columbia (herein called the "Approval Order") authorizing the sale of Williams Moving & Storage's beneficial interest in Lot A to the Purchaser, in accordance with the terms of this Offer to Purchase and the agreement resulting from the acceptance of this offer by the Vendor, free and clear of any security, charge or other restriction except for Permitted Encumbrances, and authorizing Williams Moving & Storage to execute such documents and take such actions as may be necessary to convey and transfer beneficial title to Lot A to the Purchaser in accordance with the terms of this Offer to Purchase;

(the condition in section 6.01.01 is herein called the "Vendor's Subject Conditions")."
 - (c) Remove section 6.02 and substitute the following therefor:

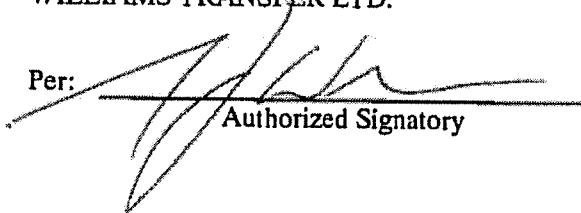
"The Vendors' subject conditions are to be fulfilled on or before the Time of Closing."
3. This Addendum may be executed in any number of counterparts with the same effect as if the parties hereto had all signed the same document. All counterparts of this Addendum shall be construed together and shall constitute one instrument. This Addendum or a counterpart hereof may be executed by a party hereto and transmitted by facsimile and if so executed and transmitted this Addendum will be effective and binding upon such party as if such party had delivered an originally executed document.

4. If there is any inconsistency between a provision of the Purchase Agreement and a provision of this Addendum, the provision of this Addendum will govern.

DATED: February ____, 2015

WILLIAMS TRANSFER LTD.

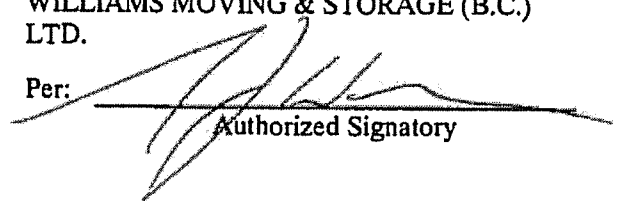
Per:



Authorized Signatory

WILLIAMS MOVING & STORAGE (B.C.) LTD.

Per:



Authorized Signatory

METLAKATLA DEVELOPMENT CORPORATION

Per:

Authorized Signatory

4. If there is any inconsistency between a provision of the Purchase Agreement and a provision of this Addendum, the provision of this Addendum will govern.

DATED: February 25, 2015

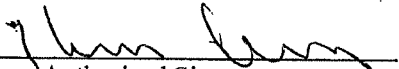
WILLIAMS TRANSFER LTD.

Per: _____
Authorized Signatory

WILLIAMS MOVING & STORAGE (B.C.) LTD.

Per: _____
Authorized Signatory

METLAKATLA DEVELOPMENT CORPORATION

Per: 
Authorized Signatory

Harold Clarence Leighton, CEO

