



This is the 1st Affidavit
of Peter Finley in this case
and was made on February 25, 2015

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.

AFFIDAVIT

I, Peter Finley, of 2900 - 550 Burrard Street, Vancouver, British Columbia, barrister and solicitor, SWEAR THAT:

1. I am a partner of the law firm of Fasken Martineau DuMoulin LLP, solicitors for Williams Moving & Storage (B.C.) Ltd. (the "**Company**"), and as such have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. On February 17, 2015, the Company filed a Notice of Application seeking, *inter alia*, an order (the "**Prince Rupert Authorization Order**") authorizing and approving the sale of the Company's assets 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. 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**"),

(collectively, the “**Prince Rupert Agreements**”), and vesting in MDC the Company’s interest in and to the assets described in the Prince Rupert Agreements free and clear of all claims and encumbrances (other than Permitted Encumbrances (defined in the Prince Rupert Authorization Order)).

3. I supervised the preparation of the Prince Rupert Agreements, including the Boulevard Agreement.

4. On February 19, 2015, Madam Justice Gropper granted the Prince Rupert Authorization Order.

5. Following entry of the Prince Rupert Authorization Order, it was noticed that, through inadvertence, the Boulevard Agreement incorrectly referred to the Company as the beneficial owner of the property located at 1651 Prince Rupert Boulevard, Prince Rupert, and more particularly described as:

PID: 004-733-1000

Lot 1 District Lot 251 Range 5 Coast District Plan 11090

(the “**1651 Property**”).

6. The Company, in fact, has no interest in the 1651 Property, but is the beneficial owner of the other property referred to in the Boulevard Agreement, being the property located at 1600 Prince Rupert Boulevard, Prince Rupert, and more particularly described as:

PID: 005-880-971

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

(the “**1600 Property**”).

7. Upon becoming aware of the error in the Boulevard Agreement, the parties to the Boulevard Agreement, namely MDC, Transfer and the Company, executed an addendum to the Boulevard Agreement (the “**Boulevard Addendum**”) pursuant to which the Boulevard Agreement is amended to reflect that the Company is the beneficial owner of the 1600 Property, rather than the 1651 Property, and that it is the Company’s beneficial interest in the 1600

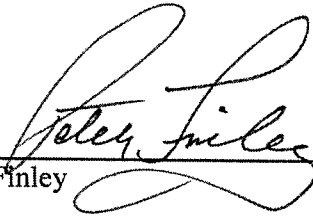
Property, *inter alia*, that is intended to be sold to MDC pursuant to the Boulevard Agreement. A copy of the Boulevard Addendum is attached hereto as **Exhibit "A"**.

8. To the best of my knowledge and belief, the amendments to the Boulevard Agreement contemplated by the Boulevard Addendum have no substantive impact on the interests of any of the interested parties, and reflect the commercial intention of the parties.

SWORN BEFORE ME at Vancouver,)
British Columbia, on February 25, 2015.)



A Commissioner for taking Affidavits for)
British Columbia)



Peter Finley

VICKI TICKLE
Barrister & Solicitor
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 3229

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.

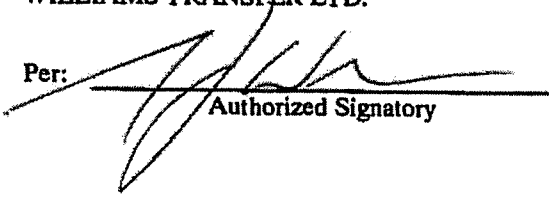
This is Exhibit A referred to in the affidavit of PETER FINLEY made before me on this 25th day of FEBRUARY 20 15. Vanni Tallit A Commissioner for taking Affidavits for British Columbia

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

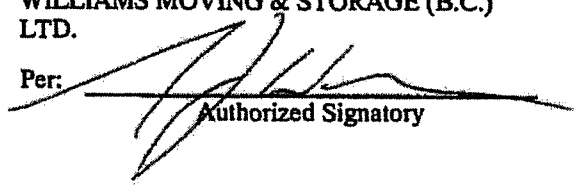
WILLIAMS TRANSFER LTD.

Per:


Authorized Signatory

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

Per:


Authorized Signatory

METLAKATLA DEVELOPMENT CORPORATION

Per:

Authorized Signatory

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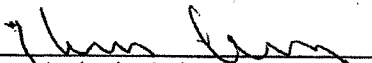
WILLIAMS TRANSFER LTD.

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

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

METLAKATLA DEVELOPMENT CORPORATION

Per: 
Authorized Signatory

Harold Clarence Leighton, CEO

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