

**RSM Richter**

**Seventh Report to Court of  
RSM Richter Inc. as Receiver and Manager  
of Signature Capital Inc. and Related  
Companies**

**RSM Richter Inc.**  
Calgary, February 10, 2011

# Table of Contents

1.	INTRODUCTION .....	1
1.1	Purpose of this Report	2
1.2	Documents Filed in these Proceedings	3
1.3	Terms of Reference	3
2.	BACKGROUND INFORMATION.....	3
3.	RESORTS.....	4
3.1	Birch Bay Property	4
3.2	Birch Bay Property Listing	5
3.3	Birch Agreement	5
3.4	Recommendation	6
3.5	Title Search	6
3.6	Distribution	7
4.	SIGNATURE LETHBRIDGE DISTRIBUTION .....	8
4.1	Receipts and Disbursements	8
4.2	Claims Process Results	9
4.3	Recommendation	9
5.	UPDATES .....	10
5.1	UEC GP	10
5.1.1	<i>Richardson Caveat</i>	11
5.2	US LLC	11
6.	RECEIVER'S ACTIVITIES .....	12
7.	NOTICE OF THIS MOTION.....	13
8.	RECOMMENDATION.....	13

# Index of Appendices

Birch Agreement..... "A"  
Birch Bay Property Title Search ..... "B"  
Signature Lethbridge R&D ..... "C"  
Signature Lethbridge Distribution Schedule..... "D"

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*  
R.S.C. 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE RECEIVERSHIP OF SIGNATURE CAPITAL INC., CONB DEVELOPMENT CORP., CONB FINANCE CORP., CONB CAPITAL CORP., URBAN ELEMENTS CENTRE GP LTD., URBAN ELEMENTS CENTRE LIMITED PARTNERSHIP, SIGNATURE UEC CAPITAL INC., WESTSTONE DEVELOPMENT CORP., WESTSTONE FINANCE CORP., SIGNATURE LAKESIDE RV FINANCE CORP., ALLAN BEACH DEVELOPMENTS GP LTD., ALLAN BEACH LIMITED PARTNERSHIP, BEACHES WEST CAPITAL CORP., POPLAR GROVE DEVELOPMENTS GP LTD., POPLAR GROVE LIMITED PARTNERSHIP, BIRCH BAY DEVELOPMENTS GP LTD., BIRCH BAY DEVELOPMENTS LIMITED PARTNERSHIP, FRANCOIS CAPITAL CORP., A VIRGINIA WILSON HOLDINGS, FIR CREST RESORT DEVELOPMENT LP, FIR CREST RESORT DEVELOPMENT GP LTD., FIR CREST FINANCE CORP., FIR CREST CAPITAL CORP., SCI FINANCE CORP., SIGNATURE US SUNBELT CAPITAL CORP., SIGNATURE US SUNBELT INVESTMENT CORP., SCI BRIDGE II FINANCE CORP., SUMMERS PLACE GP LTD., SUMMERS PLACE LIMITED PARTNERSHIP, METRO WEST I GP LTD., METRO WEST II GP LTD., SIGNATURE LETHBRIDGE FAIRVIEW CAPITAL CORP., HEARTHWOOD I LIMITED PARTNERSHIP, HEARTHWOOD II LIMITED PARTNERSHIP, HEARTHWOOD III LIMITED PARTNERSHIP, HEARTHWOOD I DEVELOPMENTS GP LTD., HEARTHWOOD II DEVELOPMENTS GP LTD. AND HEARTHWOOD III DEVELOPMENTS GP LTD.  
(COLLECTIVELY, THE "COMPANIES")

SEVENTH REPORT OF RSM RICHTER INC.,  
IN ITS CAPACITY AS RECEIVER AND MANAGER  
AND NOT IN ITS PERSONAL CAPACITY

Dated February 10, 2011

1. INTRODUCTION

This report ("Report") is filed by RSM Richter Inc. ("Richter"), in its capacity as receiver and manager ("Receiver"), appointed pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended ("BIA"), of all of the property, assets and undertakings of the Companies.

Richter was appointed Receiver pursuant to an application made by the Companies and an order of the Court of Queen's Bench of Alberta ("Court") dated November 13, 2009 ("Receivership Order").

## 1.1 Purpose of this Report

The purpose of this Report is to:

- a) Outline the terms of a contract of purchase and sale ("Birch Agreement") dated January 10, 2011 between the Receiver and Neil and Wayne Moser (the "Mosers") for the sale of the property on Francois Lake, British Columbia ("Birch Bay Property") owned by Birch Bay Developments GP Ltd. ("Birch Bay");
- b) Respectfully recommend that this Honourable Court make an order:
  - Approving the Birch Agreement and authorizing and directing the Receiver to execute such documents and to take such additional steps as are necessary to give effect to the Birch Agreement and to complete the sale of the Birch Bay Property to the Mosers;
  - Vesting in the Mosers, as of closing, title to the Birch Bay Property, free and clear of all liens, charges, security interests and other encumbrances ("Vesting Order") and directing the Land Title Office of the Land Title and Survey Authority of British Columbia to register title to the Birch Bay Property in the Moser's name, or alternatively, requesting the assistance of the British Columbia Supreme Court in giving effect to the Vesting Order;
  - Authorizing the Receiver to apply a portion of the proceeds from the sale of the Birch Bay Property to professional fees and other costs directly related to the Birch Bay Property, subject to Court approval at a later date;
  - Authorizing the Receiver to implement the claims process approved by this Honourable Court on January 27, 2010 ("Claims Process") in respect of Birch Bay and the other "Resorts" companies that held real estate, upon the sale of the Birch Bay Property;
- c) Seek Court approval of a distribution ("Signature Lethbridge Distribution") of \$75,000 to creditors of Signature Lethbridge Fairview Capital Corp. ("Signature Lethbridge") substantially in accordance with the Signature Lethbridge Distribution Schedule (as defined in Section 4);
- d) Provide an update on Signature US Sunbelt LLC ("US LLC") and related "Sunbelt" entities as well as Urban Elements Centre GP Ltd. ("UEC GP"); and

- e) Summarize the Receiver's activities since August 17, 2010, the date of the Sixth Report to Court ("Sixth Report").

## **1.2 Documents Filed in these Proceedings**

The Receiver has posted documents filed with the Court in these proceedings on its website at: <http://www.rsmrichter.com/restructuring.aspx>. Information related to these proceedings had also been posted to the Companies' website at: <http://www.sci.ca>. Due to inactivity and continued costs, the Companies' website is no longer accessible.

## **1.3 Terms of Reference**

In developing this Report, the Receiver has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management. The Receiver has not performed an audit or other verification of such information. An examination of the Company's financial forecasts as outlined in the *Canadian Institute of Chartered Accountants Handbook* has not been performed. The Receiver expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Receiver in preparing this Report.

## **2. BACKGROUND INFORMATION**

The Companies either own real estate, or are or were directly or indirectly invested in real estate projects, located in Alberta, British Columbia, Saskatchewan, and Arizona.

Additional background information concerning the Companies is contained in reports to Court previously filed by the Receiver and in the affidavit of Simone Rousseau, former President of Signature Capital Inc. ("SCI"), sworn on November 12, 2009, filed with the receivership application materials.

### **3. RESORTS**

The Birch Bay Property is one of four recreational properties known collectively as the “Resorts”, comprised of “Allan Beach”, “Birch Bay”, “Fir Crest” and “Poplar Grove”. The “Resorts” companies either own or owned real property or hold or held mortgages against the real property.

The properties were purchased as campgrounds and recreational vehicle sites to be converted and resold as individually titled lots. None of the properties were converted.

The “Allan Beach”, “Fir Crest” and “Poplar Grove” properties were sold pursuant to transactions approved by this Honourable Court.

The Receiver accepted the Birch Agreement on January 10, 2011, subject to obtaining Court approval. Background information related to the Birch Bay Property and the Birch Agreement is provided below.

#### **3.1 Birch Bay Property**

The Birch Bay Property is a 36 acre site located at 155 Birch Bay Resort Road, Fraser Lake, British Columbia. The Birch Bay Property is situated on Francois Lake, approximately 200 km west of Prince George, British Columbia. It operates as a seasonal recreational vehicle campground.

In the months prior to commencement of the receivership proceedings, SCI management submitted rezoning applications to the regional districts associated with three of the Resorts properties, including the Birch Bay Property. The rezoning applications sought permission to, among other things, register a caveat on title to the property, the effect of which would be to permit the sale of separately titled lots.

Rezoning of the Birch Bay Property has been approved, subject to registration of applicable covenants.

### **3.2 Birch Bay Property Listing**

In January, 2010, the Receiver solicited two listing proposals for the Birch Bay Property. Rather than also engage an appraiser in respect of the Birch Bay Property, the Receiver considered the suggested listing prices provided by the two real estate brokerage firms and listed the Birch Bay Property at the higher of the two, allowing the market to determine the actual value.

The Birch Bay Property was listed with LandQuest Realty Corp. ("LandQuest") on January 28, 2010, with Court approval. The Birch Bay Property was originally listed for sale at \$2 million. The listing price was reduced to \$1.5 million in May, 2010 pursuant to a recommendation from LandQuest, which was based on, among other things, market feedback and interest in the Birch Bay Property.

### **3.3 Birch Agreement**

On October 14, 2010, the Mosers submitted an offer to the Receiver for the purchase of the Birch Bay Property. Following several rounds of counteroffers, the Mosers submitted the Birch Agreement on January 10, 2011, which was accepted by the Receiver on the same date.

A summary of the Birch Agreement is provided below.

- The purchase price is \$1 million for the Birch Bay Property on an "as is" basis;
- It is subject to conditions to be satisfied or waived by February 4, 2011 with respect to a Phase 1 environmental report and financing (both waived on February 4, 2011);
- The Mosers paid an initial deposit of \$10,000 followed by a second deposit of \$30,000 upon waiver of conditions (both deposits made to LandQuest);
- The Birch Agreement is conditional on an approval and vesting order being made by this Honourable Court; and



- Closing is to occur on February 24, 2011.

A copy of the Birch Agreement is provided as Appendix "A".

### **3.4 Recommendation**

For the following reasons, the Receiver respectfully recommends that the Court issue an order approving the Birch Agreement and vesting title in the Mosers:

- The Birch Bay Property was exposed to the market by Landquest, a professional real estate firm that specializes in recreational properties in western Canada, for approximately one year;
- The Birch Bay Property was marketed for sale using traditional methods for selling real estate;
- The Moser's offer is the highest and best received and is conditional only upon Court approval; and
- In Landquest's view, the purchase price represents market value.

### **3.5 Title Search**

As previously reported, the "Resorts" properties were subject to a cross-collateralized first mortgage registered against title to the "Fir Crest", "Poplar Grove" and "Birch Bay" properties on October 2, 2009 in the amount of \$2.781 million, plus accrued interest ("Resorts Mortgage"), and a first mortgage registered against title to the "Allan Beach" property on September 30, 2009 in the amount of \$2.781 million (the "Allan Beach Mortgage"). Both the Resorts Mortgage and the Allan Beach Mortgage were held by a group comprised of Solar Star Holdings Inc., 1105550 Alberta Inc., Sano Stante Real Estate Inc., Robert D. Penner, and Aquino Belavy & Associates Ltd.

As a result of the “Allan Beach” and “Fir Crest” sale transactions, the Resorts Mortgage and the Allan Beach Mortgage were repaid and discharged against the Resorts properties. Registration of discharge of the Resorts Mortgage against the Birch Bay Property is in process.

Due to the cross-collateralization of the mortgages, an allocation of the proceeds from the sale of each of the four “Resorts” properties must be completed upon the sale of the Birch Bay Property.

In addition to the Resorts Mortgage, and recognizing the various postponements registered on title to the Birch Bay Property, the following security is effectively registered on title:

- A mortgage to Signature Lakeside RV Finance Corp. (“SLRV”), a company subject to the Receivership Order, with an original principal amount determined by reference to a Credit Agreement dated January 21, 2009, which mortgage is registered as Charge No. B1105248 on September 30, 2009. The Receiver understands that SLRV is owed approximately \$18.5 million;
- An Assignment of Rents in favour of SLRV, registered as Charge No. BB1105249 on September 30, 2009;
- Mortgage and Assignment of Rents in favour of Francois Finance Corp. registered on May 1, 2007 as Instrument Numbers BB496146 and BB496147; and
- Mortgage in favour of Pavel and Laila Lidmila registered on October 24, 2007 as Instrument no. BB302017.

A copy of the Birch Bay Property title search is provided as Appendix “B”.

### **3.6 Distribution**

The Receiver respectfully recommends that, provided this Honourable Court approves the Birch Agreement, this Honourable Court authorize the Receiver to apply a portion of the sale proceeds to professional fees and other costs directly related to the Birch Bay Property, subject to approval at a later date. The Receiver would then implement the Claims Process in respect of Birch Bay and the other “Resorts” companies that held real estate.

Once the allocation of the sale proceeds amongst the “Resorts” companies has been completed, creditors of the “Resorts” companies to receive distributions from the net sale proceeds would consist of companies that held valid and enforceable security ranking subordinate to the Resorts Mortgage and the Allan Beach Mortgage, or the creditors of those companies (such as the bondholders of SLRV). The Receiver would seek Court approval of the allocation and the distributions.

#### **4. SIGNATURE LETHBRIDGE DISTRIBUTION**

As previously reported, Signature Lethbridge loaned \$5 million to Lethbridge Fairview Development Corporation (“LFDC”), an unrelated party, as construction financing for a seniors’ residence in Lethbridge, Alberta. The financing was registered against title to the lands owned by LFDC as a second mortgage subordinate to Carevest Capital Inc., which registered a mortgage of \$2.37 million.

Pursuant to an Order Nisi/Order for Sale from the Court, the LFDC lands were listed for sale with Avison Young (Canada) Inc. on January 18, 2010 with an asking price of \$4.3 million.

On May 5, 2010, the Court approved an offer at \$3 million from Classic Construction Ltd. (“Classic”). The agreement with Classic was completed on August 13, 2010. Proceeds of approximately \$143,000 were paid to the Receiver.

##### **4.1 Receipts and Disbursements**

A statement of receipts and disbursements with respect to Signature Lethbridge as at January 31, 2011 (“Signature Lethbridge R&D”) is provided as Appendix “C”. The Signature Lethbridge R&D reflects funds on hand of approximately \$142,000, prior to an allocation of the cost of the receivership proceedings.

## **4.2 Claims Process Results**

The Receiver implemented the Claims Process for creditors of Signature Lethbridge following its receipt of the payment from Classic.

Proofs of claim from 220 creditors totalling \$6.3 million were filed by the claims bar date of November 15, 2010. A schedule (“Signature Lethbridge Distribution Schedule”) summarizing the claims made against Signature Lethbridge and the proposed distribution of 1.2%<sup>1</sup> of proven claims is provided as Appendix “D”.

## **4.3 Recommendation**

The Receiver respectfully recommends that this Honourable Court approve the Signature Lethbridge Distribution Schedule and authorize the Receiver to make a distribution of up to \$75,000 to creditors of Signature Lethbridge.

The Receiver proposes to hold back the balance of funds in Signature Lethbridge on account of professional fees and other costs related directly to Signature Lethbridge and in respect of an allocation of the administration costs related to the receivership proceedings.

The Receiver will advise this Honourable Court in a subsequent report on whether additional funds, if any, are available for distribution to Signature Lethbridge and its creditors.

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<sup>1</sup> Calculated as  $\$75,000/\$6.3 \text{ million} = 1.2\%$ .

## **5. UPDATES**

### **5.1 UEC GP**

Pursuant to a transaction approved by this Honourable Court on May 19, 2010, the Receiver sold the property in Saskatoon, Saskatchewan (“UEC Property”) owned by UEC GP for \$1.6 million. The sale closed on May 28, 2010. Proceeds of \$734,000, net of repayment of the first mortgage and a commission to the real estate brokerage firm, were released to the Receiver on June 4, 2010.

At the time of sale of the UEC Property, apart from the first mortgage, the UEC Property was subject to a second mortgage (the “Signature UEC Mortgage”) to Signature UEC Capital Inc. (“UEC Capital”), a related party. The Signature UEC Mortgage was granted in respect of a loan of \$2.2 million advanced by UEC Capital to UEC GP and was registered against title to the UEC Property on April 4, 2008.

Fasken Martineau DuMoulin LLP (“Faskens”), the Receiver’s counsel, has advised the Receiver that based solely on its review of a copy of the certificate of title to the UEC Property dated November 19, 2009 issued by the Registrar of the Province of Saskatchewan Land Titles Registry and various mortgage and postponement agreements in respect of the UEC Property, UEC Capital appears to hold valid and enforceable security ranking in priority to other creditors of UEC GP. The Receiver has requested that Faskens provide it with a legal opinion in that regard.

Subject to resolution of the Richardson Caveat (as defined below), the Receiver will be seeking Court approval to make a distribution to creditors of UEC Capital upon receipt of the legal opinion from Fasken.

### **5.1.1 Richardson Caveat**

The Receiver previously reported on a caveat (the “Richardson Caveat”) in favour of Richardson House of Fixtures and Supplies Ltd. (“Richardson”) registered against the UEC Property. The Richardson Caveat was discharged upon sale, and the amounts of \$150,000 plus \$52,000 received from the City of Saskatoon continue to be held by the Receiver, standing in place and stead of the Richardson Caveat pursuant to the Vesting Order granted by Madam Justice Horner on May 19, 2010. The Receiver and its counsel continue to explore a resolution of the Richardson Caveat. The Receiver intends to seek direction from this Honourable Court if the claim by Richardson is not settled on a timely basis.

### **5.2 US LLC**

The Receiver has provided background information on US LLC and three other related “Sunbelt” entities in previous reports, including the Sixth Report.

SCI incorporated Signature US Sunbelt Capital Corporation (“Sunbelt Capital”) and Signature US Sunbelt Investment Corporation (“Sunbelt Investment”) to raise funds for real estate development opportunities in the U.S. Pursuant to offering memoranda dated May 1, 2008 and October 20, 2009, Sunbelt Capital and Sunbelt Investment raised \$3 million from 93 bondholders.

The funds, net of marketing costs, legal fees and management fees, were ultimately used for the purchase, in July, 2009, of 37 residential condominium units at a property known as the “Biltmore Palms” in Phoenix, Arizona (“Sunbelt Property”).

The two Canadian companies, Sunbelt Capital and Sunbelt Investment, are subject to the Receivership Order. The two U.S. companies, US Sunbelt Development Corp. (“USDC”) and US LLC, are not subject to insolvency proceedings. Ms. Rousseau remains a director of the two U.S. companies.

The Receiver has been working cooperatively with Ms. Rousseau and Condo Condo Consulting Services (“CCCS”), a property management firm, in respect of the management, marketing and sale of the Sunbelt Property units.

There are 16 remaining units for sale with an aggregate listing price of US\$2 million. Further unit sales will result in funds being available to pay CCCS pursuant to a management fee previously approved by this Honourable Court, the Receiver and, ultimately, a distribution to bondholders of Sunbelt Capital.

## **6. RECEIVER’S ACTIVITIES**

In addition to the items discussed above, the Receiver’s activities since the date of the Sixth Report have included, *inter alia*, the following:

- Corresponding with Olympia Trust Company, which managed RSP investments made by bondholders;
- Continuing to deal with covenant registration and mortgage discharge matters related to the Birch Bay Property;
- Continuing to monitor the cash flow related to each of the remaining operating entities subject to the Receivership Order;
- Dealing with insurance matters;

- Corresponding on a periodic basis with Ms. Rousseau;
- Responding to telephone, e-mail and online forum inquiries from the Company's unsecured creditors;
- Paying for post-filing goods and services;
- Drafting this Report; and
- Other matters pertaining to the administration of this mandate.

## 7. NOTICE OF THIS MOTION

In addition to the parties on the service list, the Receiver will be advising bondholders of SLRV and the other "Resorts" entities, Signature Lethbridge, UEC GP, UEC Capital and the "Sunbelt" entities of the Receiver's motion. Bondholders will be directed to the Receiver's website to review the motion materials.

## 8. RECOMMENDATION

Based on the foregoing, the Receiver recommends that this Honourable Court grant the relief detailed in Section 1.1 herein.

\* \* \*

All of which is respectfully submitted,

A handwritten signature in black ink, appearing to read "RSM Richter Inc.", written in a cursive style.

**RSM RICHTER INC.  
IN ITS CAPACITY AS RECEIVER AND MANAGER OF  
SIGNATURE CAPITAL INC. AND RELATED COMPANIES  
AND NOT IN ITS PERSONAL CAPACITY**



## **Appendix “A”**



BRITISH COLUMBIA REAL ESTATE ASSOCIATION



THE CANADIAN BAR ASSOCIATION British Columbia Branch

### CONTRACT OF PURCHASE AND SALE

PREPARED BY: Landquest Realty Corporation DATE: JANUARY 10, 2011  
 ADDRESS: #101 - 313 Sixth Street N W PC: V3L 3A7 PHONE: 604-664-7630  
 PER: Brian Harris MLS# NO: V4021169

SELLER: <u>RSM Richter Inc.</u>	BUYER: <u>NRIL MOSER</u>
SELLER: <u>Court appointed Receiver/Manager</u>	BUYER: <u>WAYNE MOSER</u>
ADDRESS: <u>200 King St. W., Suite 1100, P.O.Box 48</u>	ADDRESS: <u>8220 PATRICK AVE, PRINCE GEORGE B.C.</u>
Toronto, Ontario PC: <u>MSH 3T4</u>	PC: <u>V2N 4K2</u>
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
<small>as defined under the <i>Income Tax Act.</i></small>	

#### PROPERTY:

155 BIRCH BAY RESORT ROAD  
 UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_  
 FRASER LAKE BC VOJ 1S0 024-817-139  
 CITY/TOWN/MUNICIPALITY POSTAL CODE PID  
 PARCEL A, DISTRICT LOTS 1017 AND 5002, RGF 5, COAST DISTRICT, PLAN PRP45360  
 LEGAL DESCRIPTION  
Aquatic (Foreshore) leases: District Lot 8094, DI 468, DL 8095

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. PURCHASE PRICE: The purchase price of the Property will be \_\_\_\_\_  
One Million  
 \_\_\_\_\_ DOLLARS \$ 1,000,000.00 (Purchase Price)

2. DEPOSIT: A deposit of \$ 10,000.00 which will form part of the Purchase Price, will be paid on the following terms:  
\$10,000 Deposit Received November 17, 2010  
A further \$30,000 deposit to be paid within 3 days of removal of the subject clauses

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Landquest Realty Corp and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

<u>NR</u>	<u>WM</u>	<u>MM</u>	
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INITIALS

155 BIRCH BAY RESORT ROAD FRASER LAKE BC VOJ ISO PAGE 2 of 4 PAGES  
PROPERTY ADDRESS

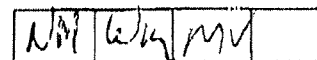
- 3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:  
 COPY OF PHASE 1 ENVIRNMENTAL STUDY ON OR BEFORE FEBRUARY 4, 2011  
 SUBJECT TO FINANCING ON OR BEFORE FEBRUARY 4, 2011

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

- 4. **COMPLETION:** The sale will be completed on FEBRUARY 24, yr. 2011 (Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ m. on FEBRUARY 24, yr. 2011 (Possession Date) OR, subject to the following existing tenancies, if any:  
 \_\_\_\_\_
- 6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of FEBRUARY 24, yr. 2011 (Adjustment Date).
- 7. **INCLUDED ITEMS:** The Purchase Price 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 fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

**BUT EXCLUDING:** \_\_\_\_\_

- 8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on August 27, yr. 2011
- 9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisions, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
- 10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

  
INITIALS

155 BIRCH BAY RESORT ROAD FRASER LAKE BC VOJ 1S0 PAGE 3 of 4 PAGES  
PROPERTY ADDRESS

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein;
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

Handwritten initials in a box: MM, G, MV

INITIALS

155 BIRCH BAY RESORT ROAD FRASER LAKE BC VOJ ISO PAGE 4 of 4 PAGES  
PROPERTY ADDRESS

20. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Working With a REALTOR® and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with Landquest Realty Corporation and Brian Harris  
BROKERAGE LICENSEE

B. the Buyer has an Agency relationship with \_\_\_\_\_ and \_\_\_\_\_  
BROKERAGE LICENSEE

C. the Buyer and the Seller have consented to a limited dual agency relationship with \_\_\_\_\_ and \_\_\_\_\_  
BROKERAGE LICENSEE  
LICENSEE

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer, or counter-offer, will be open for acceptance until 5 o'clock P mon JANUARY 13, yr. 2011 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X WITNESS BUYER NEIL MOSER PRINT NAME  
X WITNESS BUYER WAYNE MOSER PRINT NAME

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.


Seller's acceptance is dated January 10, yr. 2011

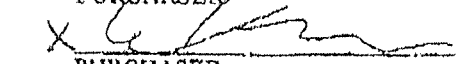
X WITNESS SELLER RSM Richter Inc. - Schedule "A" PRINT NAME  
X WITNESS SELLER Court appointed Receiver/Manager PRINT NAME

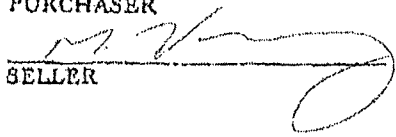
**SCHEDULE "A"**

The following terms and conditions shall apply to and shall form part of any Agreement of Purchase and Sale to which this Schedule is attached:

1. The Purchaser acknowledges that the seller is RSM Richter Inc. in its capacity as Court Appointed Receiver and Manager of Birch Bay Developments GP Ltd., and not in its personal capacity.
2. Where there is any conflict or discrepancy between any term of this Schedule and any term of this Agreement of Purchase and Sale to which this Schedule is attached, the terms of this Schedule shall supersede and apply in the place and stead of any inconsistent or conflicting term in the Agreement of Purchase and Sale.
3. The Purchaser shall not call for the production of and the Seller shall not be required to produce any document except as may actually be in the Seller's possession, other than a registrable transfer of land and a discharge of any non-permitted encumbrances, and without in any way restricting the generality of the foregoing, the Seller shall not be obliged to provide any Survey, Real Property Report or Compliance Certificate.
4. The Purchaser acknowledges that no representations, warranties or covenants have been made or given by the Seller or anyone on its behalf as to the state, quality or condition of the property being conveyed to the Purchaser or as to the location or compliance status of any buildings situated thereon. The Purchaser acknowledges that it has inspected the property, and that the property shall be conveyed to the Purchaser only on an "as is, where is" basis. Without restricting the foregoing, the Purchaser acknowledges that the Seller makes no representations or warranties as to the absence or existence of Urea Formaldehyde Foam Insulation or any other hazardous substance on, in or about the property.
5. The Purchaser acknowledges that any chattels being sold, transferred or conveyed hereunder are conveyed to the Purchaser only on an "as is, where is" basis and without any warranty by the Seller as to title, condition, quality or fitness for any purpose whatsoever. The Purchaser acknowledges that the Seller is transferring only whatever interest in such chattels it may actually have, without any warranty whatsoever as to the sufficiency or adequacy of such interest and the Purchaser acknowledges that the Seller is not responsible for the removal from the property of any chattels thereon.
6. The Purchaser acknowledges that the sale will be subject to Court approval.

X   
PURCHASER

X   
PURCHASER

  
SELLER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



### CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO: V4021169

DATE: February 3, 2011

PAGE \_\_\_ of \_\_\_ PAGES

RE: ADDRESS: 155 BIRCH BAY RESORT ROAD FRASER LAKE BC VOJ ISO  
 LEGAL DESCRIPTION: PARCEL A, DISTRICT LOTS 1017 AND 5002, ROE 5, COAST DISTRICT, PLAN PRP45360  
 PID: 024-817-139

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED JANUARY 10, 2011  
 MADE BETWEEN NEIL MOSER WAYNE MOSER AS BUYER, AND  
 RSM Richter Inc. Court appointed Receiver/Manager AS SELLER AND COVERING  
 THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

WE HEREBY REMOVE THE FOLLOWING SUBJECT CLAUSES FROM THIS CONTRACT

- (1) COPY OF PHASE I ENVIRNMENTAL STUDY ON OR BEFORE FEBRUARY 4, 2011
- (2) SUBJECT TO FINANCING ON OR BEFORE FEBRUARY 4, 2011

X  
WITNESS  
  
X  
WITNESS  
  
X  
WITNESS  
  
X  
WITNESS

BUYER  
  
BUYER  
  
SELLER  
  
SELLER

● NEIL MOSER  
PRINT NAME  
● WAYNE MOSER  
PRINT NAME  
● RSM Richter Inc.  
PRINT NAME  
● Court appointed Receiver/Manager  
PRINT NAME

## **Appendix “B”**



Date: 17-Jan-2011 TITLE SEARCH PRINT Time: 14:29:44  
Requestor: (PH35150) WESTERN PACIFIC TITLE SEARCH LTD. Page 001 of 004  
Folio: TITLE - BB1105235

PRINCE RUPERT LAND TITLE OFFICE TITLE NO: BB1105235  
FROM TITLE NO: BB496145

APPLICATION FOR REGISTRATION RECEIVED ON: 30 SEPTEMBER, 2009  
ENTERED: 07 OCTOBER, 2009

REGISTERED OWNER IN FEE SIMPLE:  
BIRCH BAY DEVELOPMENTS GP LTD., INC.NO. 70439A  
101 - 736 - 1ST AVENUE NE  
CALGARY, AB  
T2E 0B8

TAXATION AUTHORITY:  
OMINECA ASSESSMENT DISTRICT

DESCRIPTION OF LAND:  
PARCEL IDENTIFIER: 024-817-139  
LOT A DISTRICT LOTS 1017 AND 5002 RANGE 5 COAST DISTRICT PLAN PRP45360

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE  
CHARGE NUMBER DATE TIME

COVENANT

TD12173 1990-09-17 13:00

REGISTERED OWNER OF CHARGE:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND  
THE REGIONAL DISTRICT OF BULKLEY-NECHAKO

TD12173

REMARKS: SECTION 215 LAND TITLE ACT, PART FORMERLY  
DISTRICT LOT 5002 EXCEPT PLANS 6325, 7316, 8834  
AND 12726

MORTGAGE

BB496146 2007-05-01 15:07 CANCELLED BY: BB1105246 2009-09-30  
REGISTERED OWNER OF CHARGE:  
FRANCOIS FINANCE CORP.  
BB496146

ASSIGNMENT OF RENTS

BB496147 2007-05-01 15:07 CANCELLED BY: BB1105247 2009-09-30  
REGISTERED OWNER OF CHARGE:  
FRANCOIS FINANCE CORP.  
BB496147

MORTGAGE

BB496148 2007-05-01 15:07  
REGISTERED OWNER OF CHARGE:  
FRANCOIS CAPTIAL CORP.  
BB496148

ASSIGNMENT OF RENTS

BB496149 2007-05-01 15:07  
Date: 17-Jan-2011 TITLE SEARCH PRINT Time: 14:29:44  
Requestor: (PH35150) WESTERN PACIFIC TITLE SEARCH LTD. Page 002 of 004

Folio: TITLE - BB1105235

REGISTERED OWNER OF CHARGE:  
FRANCOIS CAPITAL CORP.  
BB496149

## MORTGAGE

BB302017 2007-10-24 09:57  
REGISTERED OWNER OF CHARGE:  
PAVEL LIDMILA  
AS TO AN UNDIVIDED 1/2 INTEREST  
BB302017  
LAILA LIDMILA  
AS TO AN UNDIVIDED 1/2 INTEREST  
BB302017

## MORTGAGE

CA928730 2008-09-26 16:56 CANCELLED BY: BB333252 2009-11-18  
REGISTERED OWNER OF CHARGE:  
SOLAR STAR HOLDINGS INC.  
AS TO AN UNDIVIDED 28/100 INTEREST  
CA928730  
373624 ALBERTA LTD.  
1245233 ALBERTA INC.  
1193770 ALBERTA LTD.  
AS TO AN UNDIVIDED 72/100 INTEREST  
CA928730

## PRIORITY AGREEMENT

BB715623 2008-09-29 15:01 CANCELLED BY: BB1105247 2009-09-30  
REMARKS: GRANTING CA928730 PRIORITY OVER BB496146 AND  
BB496147

## PRIORITY AGREEMENT

BB715624 2008-09-29 15:01 CANCELLED BY: BB333252 2009-11-18  
REMARKS: GRANTING CA928730 PRIORITY OVER BB496148 AND  
BB496149

## PRIORITY AGREEMENT

BB1014003 2008-10-03 12:50 CANCELLED BY: BB333252 2009-11-18  
REMARKS: GRANTING CA928730 PRIORITY OVER BB302017

## MORTGAGE

BB1105240 2009-09-30 11:03  
REGISTERED OWNER OF CHARGE:  
SIGNATURE LAKESIDE RV FINANCE CORP.  
BB1105240

## ASSIGNMENT OF RENTS

BB1105241 2009-09-30 11:03  
REGISTERED OWNER OF CHARGE:  
SIGNATURE LAKESIDE RV FINANCE CORP.  
BB1105241

## PRIORITY AGREEMENT

BB1105242 2009-09-30 11:04  
REMARKS: GRANTING BB1105240 PRIORITY OVER BB496148 AND  
BB496149

Date: 17-Jan-2011 TITLE SEARCH PRINT  
Requestor: (PH35150) WESTERN PACIFIC TITLE SEARCH LTD.  
Folio: TITLE - BB1105235

Time: 14:29:44  
Page 003 of 004

PRIORITY AGREEMENT

BB1105243 2009-09-30 11:04

REMARKS: GRANTING BB1105241 PRIORITY OVER BB496148 AND  
BB496149

PRIORITY AGREEMENT

BB1105244 2009-09-30 11:05

REMARKS: GRANTING BB1105240 PRIORITY OVER BB302017

PRIORITY AGREEMENT

BB1105245 2009-09-30 11:05

REMARKS: GRANTING BB1105241 PRIORITY OVER BB302017

MORTGAGE

CA1296585 2009-10-02 10:05

REGISTERED OWNER OF CHARGE:

SOLAR STAR HOLDINGS INC.

AS TO AN UNDIVIDED 250/1000 INTEREST

CA1296585

1105550 ALBERTA INC.

AS TO AN UNDIVIDED 250/1000 INTEREST

CA1296585

SANO STANTE REAL ESTATE INC.

AS TO AN UNDIVIDED 250/1000 INTEREST

CA1296585

ROBERT DAVID PENNER

AS TO AN UNDIVIDED 125/1000 INTEREST

CA1296585

AQUINO BELAVY & ASSOCIATES LTD.

AS TO AN UNDIVIDED 125/1000 INTEREST

CA1296585

REMARKS: INTER ALIA

ASSIGNMENT OF RENTS

CA1296586 2009-10-02 10:05

REGISTERED OWNER OF CHARGE:

SOLAR STAR HOLDINGS INC.

AS TO AN UNDIVIDED 250/1000 INTEREST

CA1296586

1105550 ALBERTA INC.

AS TO AN UNDIVIDED 250/1000 INTEREST

CA1296586

SANO STANTE REAL ESTATE INC.

AS TO AN UNDIVIDED 250/1000 INTEREST

CA1296586

ROBERT DAVID PENNER

AS TO AN UNDIVIDED 125/1000 INTEREST

CA1296586

AQUINO BELAVY & ASSOCIATES LTD.

AS TO AN UNDIVIDED 125/1000 INTEREST

CA1296586

REMARKS: INTER ALIA

PRIORITY AGREEMENT

BB819560 2009-10-08 09:57

Date: 17-Jan-2011

TITLE SEARCH PRINT

Requestor: (PH35150)

WESTERN PACIFIC TITLE SEARCH LTD.

Folio:

TITLE - BB1105235

Time: 14:29:44

Page 004 of 004

REMARKS: GRANTING CA1296585 PRIORITY OVER BB1105240  
AND BB1105241

PRIORITY AGREEMENT

BB819561 2009-10-08 09:57

REMARKS: GRANTING CA1296586 PRIORITY OVER BB1105240  
AND BB1105241

PRIORITY AGREEMENT

BB819562 2009-10-08 09:57

REMARKS: GRANTING CA1296585 PRIORITY OVER BB496148  
AND BB496149

PRIORITY AGREEMENT

BB819563 2009-10-08 09:57

REMARKS: GRANTING CA1296586 PRIORITY OVER BB496148  
AND BB496149

PRIORITY AGREEMENT

BB819564 2009-10-08 09:57

REMARKS: GRANTING CA1296585 PRIORITY OVER BB302017

PRIORITY AGREEMENT

BB819565 2009-10-08 09:57

REMARKS: GRANTING CA1296586 PRIORITY OVER BB302017

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

CORRECTIONS: NONE

## **Appendix “C”**

**Signature Lethbridge Fairview Capital Corp.**  
**Statement of Receipts and Disbursements**  
**As at January 31, 2011**  
**(\$; Unaudited)**

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Receipts:

Sale proceeds	142,627
Cash in bank	245
Interest income	171
	<hr/>
	143,043
	<hr/>

Disbursements:

Consulting	713
Filing fees paid to Official Receiver	70
Bank charges	9
	<hr/>
	792
	<hr/>

Total	<hr/>
	142,251
	<hr/>

## **Appendix “D”**

Signature Lethbridge Fairview Capital Corp.  
Proposed Interim Distribution  
As at February 8, 2011

(\$)

Full Name	Investment Type	Claim			Distribution Amount	Olympia Trust Account Number
		Principal	Interest	Total Owing		
David Bailey	Cash	10,000.00	870.69	10,870.69	129.76	
Phil Bakes	Cash	20,000.00	1,741.37	21,741.37	259.52	
Phil Bakes	Cash	20,000.00	1,741.37	21,741.37	259.52	
Mark and Astrid Ballard	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
Jonathan Bastian	Cash	40,000.00	3,482.74	43,482.74	519.03	
Sharon Batonyi	Cash	20,000.00	1,741.37	21,741.37	259.52	
Vernon Befus	Cash	20,000.00	1,741.37	21,741.37	259.52	
Mike and Clarice Bennison	Cash	10,000.00	870.69	10,870.69	129.76	
Craig Bisschop	Cash	20,000.00	1,741.37	21,741.37	259.52	
Ken Blumenthal	Cash	50,000.00	4,353.42	54,353.42	648.79	
Denise Bold	Cash	50,000.00	4,353.42	54,353.42	648.79	
Leif-Erik Bredesen	Cash	20,000.00	1,741.37	21,741.37	259.52	
Don Broadhead	Cash	25,000.00	2,176.71	27,176.71	324.39	
Jim Broadhead	Cash	25,000.00	2,176.71	27,176.71	324.39	
1169189 Alberta Ltd.	Cash	20,000.00	1,741.37	21,741.37	259.52	
Joan Cadger	Cash	10,000.00	870.69	10,870.69	129.76	
Patricia Checknita	Cash	7,500.00	653.02	8,153.02	97.32	
Dennis and Julianna Chu	Cash	10,000.00	870.69	10,870.69	129.76	
Henry King Wai Chu	Cash	10,000.00	870.69	10,870.69	129.76	
Cynthia Connor	Cash	25,000.00	2,176.71	27,176.71	324.39	
Carrie and John Corbett	Cash	15,000.00	1,306.03	16,306.03	194.64	
Catherine Cosgrove	Cash	50,000.00	4,353.42	54,353.42	648.79	
Cameron Cragg	Cash	20,000.00	1,741.37	21,741.37	259.52	
M. Elaine and Robert G. Crawford	Cash	50,000.00	4,353.42	54,353.42	648.79	
Elaine Crocker	Cash	10,000.00	870.69	10,870.69	129.76	
Francesca Davenport	Cash	10,000.00	870.69	10,870.69	129.76	
Ken and Maria DeMille	Cash	25,000.00	2,176.71	27,176.71	324.39	
Mike and Celina Dolan	Cash	75,000.00	6,530.14	81,530.14	973.18	
Derek Drummond-Young	Cash	8,500.00	740.09	9,240.09	110.29	
Bruce Duckworth	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
Dave and Brenda Dyck	Cash	50,000.00	4,353.42	54,353.42	648.79	
Bryan and Lorraine Ellert	Cash	20,000.00	1,741.37	21,741.37	259.52	
Yasmin Esmail and Dan Picken	Cash	10,000.00	870.69	10,870.69	129.76	
Imelda and Jonathan Estor	Cash	10,000.00	870.69	10,870.69	129.76	
John Evans and Sandra Mykytiuk-Evans	Cash	20,000.00	1,741.37	21,741.37	259.52	
Xinbang Feng and Luyun Huang	Cash	10,000.00	870.69	10,870.69	129.76	
Alison Fitzgerald	Cash	10,000.00	870.69	10,870.69	129.76	
Phil and Barb Fitzgerald	Cash	10,000.00	870.69	10,870.69	129.76	
Heidi Graham	Cash	20,000.00	1,741.37	21,741.37	259.52	
Helen Hamilton	Cash	10,000.00	870.69	10,870.69	129.76	
Tim and Elizabeth Harris	Cash	25,000.00	2,176.71	27,176.71	324.39	
Lorraine Hill	Cash	10,000.00	870.69	10,870.69	129.76	
Dianne Holowisky	Cash	10,000.00	870.69	10,870.69	129.76	
Larry and Leslie Jaffray	Cash	20,000.00	1,741.37	21,741.37	259.52	
Karim and Farah Kassam	Cash	50,000.00	4,353.42	54,353.42	648.79	
Austin W. Kendall	Cash	10,000.00	870.69	10,870.69	129.76	
Shahid Khan	Cash	75,000.00	6,530.14	81,530.14	973.18	
Mark Klinck	Cash	10,000.00	870.69	10,870.69	129.76	
Demeter Ent. Inc.	Cash	10,000.00	870.69	10,870.69	129.76	
Peggy Knaak	Cash	25,000.00	2,176.71	27,176.71	324.39	
NK Porcupine Contracting Ltd.	Cash	10,000.00	870.69	10,870.69	129.76	
Connor Krukowski	Cash	25,000.00	2,176.71	27,176.71	324.39	
Irene Lachman	Cash	10,000.00	870.69	10,870.69	129.76	
Frank Lamb	Cash	10,000.00	870.69	10,870.69	129.76	
Andreas and Glenda Laser	Cash	10,000.00	870.69	10,870.69	129.76	
Andreas and Glenda Laser	Cash	10,000.00	870.69	10,870.69	129.76	
Horst and Waltraud Laser	Cash	30,000.00	2,612.05	32,612.05	389.27	
Horst and Waltraud Laser	Cash	10,000.00	870.69	10,870.69	129.76	
Mark and Debbie Laser	Cash	20,000.00	1,741.37	21,741.37	259.52	
Raymond and Christine Laser	Cash	20,000.00	1,741.37	21,741.37	259.52	
Raymond and Christine Laser	Cash	50,000.00	4,353.42	54,353.42	648.79	
Donald Lee	Cash	10,000.00	870.69	10,870.69	129.76	
Li Ling and Jian Sheng Liang	Cash	20,000.00	1,741.37	21,741.37	259.52	
Flora and Franklin Lim	Cash	10,000.00	870.69	10,870.69	129.76	
Samuel Lim	Cash	10,000.00	870.69	10,870.69	129.76	
Neil Lindstrom	Cash	15,000.00	1,306.03	16,306.03	194.64	
Glynn Linnard Prof. Corp	Cash	20,000.00	1,741.37	21,741.37	259.52	
Glynn Linnard Prof. Corp	Cash	10,000.00	870.69	10,870.69	129.76	
Robert and Marilyn Lunge	Cash	30,000.00	2,612.05	32,612.05	389.27	
Brian Manning	Cash	15,000.00	1,306.03	16,306.03	194.64	
Jamie McIntosh	Cash	10,000.00	870.69	10,870.69	129.76	
Bonny McTaggart	Cash	10,000.00	870.69	10,870.69	129.76	
Charles (Rick) and Jackie Miller	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
Sylvia and Lawrence Mills	Cash	20,000.00	1,741.37	21,741.37	259.52	



Full Name	Investment Type	Principal	Interest	Total Owing	Distribution Amount	Olympia Trust Account Number
Judith Anne Moore	Cash	50,000.00	4,353.42	54,353.42	648.79	
Larry and Yvette Mulcheson	Cash	50,000.00	4,353.42	54,353.42	648.79	
Helen Negrave	Cash	10,000.00	870.69	10,870.69	129.76	
Thai Le Ngo	Cash	30,000.00	2,612.05	32,612.05	389.27	
Elmer and Shirley Nyrose	Cash	50,000.00	4,353.42	54,353.42	648.79	
Scott Nyrose	Cash	15,000.00	1,306.03	16,306.03	194.64	
Dan Padva	Cash	25,000.00	2,176.71	27,176.71	324.39	
Cathy Perry	Cash	10,000.00	870.69	10,870.69	129.76	
Shannon Pineau	Cash	20,000.00	1,741.37	21,741.37	259.52	
Michelle Poon	Cash	50,000.00	4,353.42	54,353.42	648.79	
Fraser Porter	Cash	10,000.00	870.69	10,870.69	129.76	
Jai and Madhu Prakash	Cash	15,000.00	1,306.03	16,306.03	194.64	
Neil Puffer	Cash	10,000.00	870.69	10,870.69	129.76	
Gene Rassin	Cash	20,000.00	1,741.37	21,741.37	259.52	
Joanna Riege	Cash	10,000.00	870.69	10,870.69	129.76	
Karen Robb	Cash	4,600.00	400.51	5,000.51	59.69	
Alana Robertson	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
Dale Robinson	Cash	10,000.00	870.69	10,870.69	129.76	
Barry and Diane Rosvold	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
Ron Rybchuk	Cash	40,000.00	3,482.74	43,482.74	519.03	
Ed and Sheila Sande	Cash	35,000.00	3,047.40	38,047.40	454.15	
Edward and Janet Scherger	Cash	10,000.00	870.69	10,870.69	129.76	
Randall Shemko	Cash	10,000.00	870.69	10,870.69	129.76	
Gordon Smith	Cash	10,000.00	870.69	10,870.69	129.76	
Ollie Stewart	Cash	19,000.00	1,654.31	20,654.31	246.54	
Pierre Tarraran	Cash	10,000.00	870.69	10,870.69	129.76	
Danielle and Craig Thorkeleson	Cash	20,000.00	1,741.37	21,741.37	259.52	
STA Chi Holdings Inc.	Cash	70,000.00	6,094.80	76,094.80	908.30	
STA Chi Holdings Inc.	Cash	30,000.00	2,612.05	32,612.05	389.27	
Bob and Carol Timmins	Cash	25,000.00	2,176.71	27,176.71	324.39	
Brent Trottier	Cash	10,000.00	870.69	10,870.69	129.76	
Malinda Van Aalst	Cash	10,000.00	870.69	10,870.69	129.76	
Vanderbuilt Homes Ltd.	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
Lennard Vanderschee	Cash	27,000.00	2,350.85	29,350.85	350.35	
Waldemar and Elfriede Weiss	Cash	10,000.00	870.69	10,870.69	129.76	
Tim and Kathy Walsh	Cash	25,000.00	2,176.71	27,176.71	324.39	
Elizabeth Waters	Cash	100,000.00	8,706.85	108,706.85	1,297.58	
David Watt	Cash	150,000.00	13,060.27	163,060.27	1,946.37	
Lucille and Roy Wearnmouth	Cash	25,000.00	2,176.71	27,176.71	324.39	
Laura Williams	Cash	15,000.00	1,306.03	16,306.03	194.64	
Thompson and Julie Woo	Cash	10,000.00	870.69	10,870.69	129.76	
Alvin Yee	Cash	23,000.00	2,002.58	25,002.58	298.44	
Alexander K. Yeung Professional Corp.	Cash	10,000.00	870.69	10,870.69	129.76	
Teresa Young	Cash	10,000.00	870.69	10,870.69	129.76	
Grant Zuidhof	Cash	10,000.00	870.69	10,870.69	129.76	
Janet Zuidhof	Cash	31,400.00	2,733.95	34,133.95	407.44	
Karyn Zuidhof	Cash	10,000.00	870.69	10,870.69	129.76	
Pamela Zuidhof	Cash	20,000.00	1,741.37	21,741.37	259.52	
Olympia Trust - In Trust for Albert Ogusuku	RSP	25,000.00	2,176.71	27,176.71	324.39	44064
Olympia Trust - In Trust for Allan Polyondi	RSP	12,000.00	1,044.82	13,044.82	155.71	30586
Olympia Trust - In Trust for Allan Polyondi	RSP	10,000.00	870.69	10,870.69	129.76	30586
Olympia Trust - In Trust for Anne Christine Cox	RSP	10,000.00	870.69	10,870.69	129.76	29518
Olympia Trust - In Trust for Arlene Cadger	RSP	23,700.00	2,063.53	25,763.53	307.53	17646
Olympia Trust - In Trust for Bev Grigo	RSP	10,000.00	870.69	10,870.69	129.76	43591
Olympia Trust - In Trust for Bob Holland	RSP	10,000.00	870.69	10,870.69	129.76	44005
Olympia Trust - In Trust for Brent Allanson	RSP	20,000.00	1,741.37	21,741.37	259.52	39504
Olympia Trust - In Trust for Brent Rowat	RSP	20,000.00	1,741.37	21,741.37	259.52	22394
Olympia Trust - In Trust for Brian Burnstad	RSP	18,000.00	1,567.23	19,567.23	233.56	35953
Olympia Trust - In Trust for Bruce Garland	RSP	15,000.00	1,306.03	16,306.03	194.64	38357
Olympia Trust - In Trust for Carol Shwetz	RSP	175,000.00	15,236.98	190,236.98	2,270.76	41169
Olympia Trust - In Trust for Cheryl Howse	RSP	17,800.00	1,549.82	19,349.82	230.97	44523
Olympia Trust - In Trust for Cindy Rose	RSP	10,000.00	870.69	10,870.69	129.76	44350
Olympia Trust - In Trust for Colleen Vanderschee	RSP	23,000.00	2,002.58	25,002.58	298.44	24568
Olympia Trust - In Trust for Curtis Polyondi	RSP	17,100.00	1,488.87	18,588.87	221.89	42555
Olympia Trust - In Trust for Dale Fornwald	RSP	15,000.00	1,306.03	16,306.03	194.64	43333
Olympia Trust - In Trust for Dan Jackson	RSP	17,000.00	1,480.16	18,480.16	220.59	26149
Olympia Trust - In Trust for Dan Padva	RSP	25,000.00	2,176.71	27,176.71	324.39	17527
Olympia Trust - In Trust for David Bromwich - Trustee in Bankruptcy for Thelma Jenkins	RSP	4,900.00	426.64	5,326.64	63.58	24291
Olympia Trust - In Trust for David Bromwich - Trustee in Bankruptcy for Thelma Jenkins	RSP	47,400.00	4,127.05	51,527.05	615.05	25024
Olympia Trust - In Trust for David Sugden	RSP	20,000.00	1,741.37	21,741.37	259.52	23051
Olympia Trust - In Trust for David Watt	RSP	50,000.00	4,353.42	54,353.42	648.79	41048
Olympia Trust - In Trust for Deborah Porter	RSP	40,000.00	3,482.74	43,482.74	519.03	15273
Olympia Trust - In Trust for Derek Drummond-Young	RSP	11,500.00	1,001.29	12,501.29	149.22	29636
Olympia Trust - In Trust for Dianne Hutton	RSP	10,000.00	870.69	10,870.69	129.76	41055
Olympia Trust - In Trust for Don Bos	RSP	25,000.00	2,176.71	27,176.71	324.39	21274
Olympia Trust - In Trust for Donna Cress	RSP	80,000.00	6,965.48	86,965.48	1,038.06	47093
Olympia Trust - In Trust for Dr. James Bastian	RSP	124,700.00	10,857.44	135,557.44	1,618.08	42495
Olympia Trust - In Trust for Dwayne Eagle	RSP	10,000.00	870.69	10,870.69	129.76	35792
Olympia Trust - In Trust for Dwayne Leskewitch	RSP	20,000.00	1,741.37	21,741.37	259.52	30712

Full Name	Investment Type	Principal	Interest	Total Owing	Distribution Amount	Olympia Trust Account Number
Olympia Trust - In Trust for Edwin Ashton	RSP	20,000.00	1,741.37	21,741.37	259.52	33729
Olympia Trust - In Trust for Elena Bogdanov	RSP	17,000.00	1,480.16	18,480.16	220.59	38281
Olympia Trust - In Trust for Elizabeth Christ	RSP	10,000.00	870.69	10,870.69	129.76	31080
Olympia Trust - In Trust for Elwood Wallwork	RSP	10,000.00	870.69	10,870.69	129.76	31324
Olympia Trust - In Trust for Esther Poon	RSP	10,000.00	870.69	10,870.69	129.76	24497
Olympia Trust - In Trust for Garry Fenton	RSP	15,000.00	1,306.03	16,306.03	194.64	33301
Olympia Trust - In Trust for Gaylynn Lelek	RSP	50,000.00	4,353.42	54,353.42	648.79	44348
Olympia Trust - In Trust for Gerard Spytkowski	RSP	19,100.00	1,663.00	20,763.00	247.84	33011
Olympia Trust - In Trust for Glen Mabbott	RSP	10,000.00	870.69	10,870.69	129.76	20566
Olympia Trust - In Trust for Gord Lester	RSP	10,000.00	870.69	10,870.69	129.76	17456
Olympia Trust - In Trust for Ingrid Tonkate	RSP	15,000.00	1,306.03	16,306.03	194.64	28150
Olympia Trust - In Trust for Jackie Miller	RSP	56,000.00	4,875.84	60,875.84	726.64	41167
Olympia Trust - In Trust for James Pennington	RSP	10,000.00	870.69	10,870.69	129.76	29514
Olympia Trust - In Trust for Jamie McIntosh	RSP	10,000.00	870.69	10,870.69	129.76	29510
Olympia Trust - In Trust for Janet Fauchon	RSP	10,000.00	870.69	10,870.69	129.76	41042
Olympia Trust - In Trust for Janet Zuidhof	RSP	8,600.00	748.79	9,348.79	111.59	21687
Olympia Trust - In Trust for Janet Zuidhof	RSP	20,000.00	1,741.37	21,741.37	259.52	27106
Olympia Trust - In Trust for JC Dayne	RSP	20,000.00	1,741.37	21,741.37	259.52	24753
Olympia Trust - In Trust for Jerry Wishlow	RSP	50,000.00	4,353.42	54,353.42	648.79	43465
Olympia Trust - In Trust for Joe Dobson	RSP	25,000.00	2,176.71	27,176.71	324.39	25579
Olympia Trust - In Trust for John Allen	RSP	10,000.00	870.69	10,870.69	129.76	41497
Olympia Trust - In Trust for John Halma	RSP	55,000.00	4,788.77	59,788.77	713.67	16989
Olympia Trust - In Trust for John McKinley	RSP	20,000.00	1,741.37	21,741.37	259.52	31323
Olympia Trust - In Trust for John Mulka	RSP	39,000.00	3,395.67	42,395.67	506.06	41117
Olympia Trust - In Trust for Karen Howard	RSP	78,400.00	6,826.17	85,226.17	1,017.30	42335
Olympia Trust - In Trust for Karen Robb	RSP	15,400.00	1,340.85	16,740.85	199.83	44449
Olympia Trust - In Trust for Katharine Polyondi	RSP	12,000.00	1,044.82	13,044.82	155.71	30356
Olympia Trust - In Trust for Katharine Polyondi	RSP	10,000.00	870.69	10,870.69	129.76	30356
Olympia Trust - In Trust for Kathy Callas	RSP	20,000.00	1,741.37	21,741.37	259.52	27821
Olympia Trust - In Trust for Kristy Hutton	RSP	20,000.00	1,741.37	21,741.37	259.52	41043
Olympia Trust - In Trust for Larry Friesen	RSP	20,000.00	1,741.37	21,741.37	259.52	21691
Olympia Trust - In Trust for Larry Schuck	RSP	10,000.00	870.69	10,870.69	129.76	25315
Olympia Trust - In Trust for Lawrence Stilling	RSP	30,000.00	2,612.05	32,612.05	389.27	21424
Olympia Trust - In Trust for Linda Hayes	RSP	10,000.00	870.69	10,870.69	129.76	24756
Olympia Trust - In Trust for Lucille Wearmouth	RSP	25,000.00	2,176.71	27,176.71	324.39	44180
Olympia Trust - In Trust for Luigi Beraldo	RSP	12,000.00	1,044.82	13,044.82	155.71	24545
Olympia Trust - In Trust for Lyle Buchholz	RSP	10,000.00	870.69	10,870.69	129.76	33636
Olympia Trust - In Trust for Margery Zabel	RSP	15,000.00	1,306.03	16,306.03	194.64	43332
Olympia Trust - In Trust for Marlene Bernard	RSP	20,000.00	1,741.37	21,741.37	259.52	43843
Olympia Trust - In Trust for Nancy Jean Evans	RSP	25,000.00	2,176.71	27,176.71	324.39	45061
Olympia Trust - In Trust for Orlene Wishlow	RSP	25,000.00	2,176.71	27,176.71	324.39	43464
Olympia Trust - In Trust for P.L. Bastian	RSP	75,000.00	6,530.14	81,530.14	973.18	42494
Olympia Trust - In Trust for Pascal Andriano	RSP	10,000.00	870.69	10,870.69	129.76	32476
Olympia Trust - In Trust for Patricia Checknita	RSP	12,500.00	1,088.36	13,588.36	162.20	35359
Olympia Trust - In Trust for Patrick Fisher	RSP	20,000.00	1,741.37	21,741.37	259.52	25727
Olympia Trust - In Trust for Paul Mazzei	RSP	16,000.00	1,393.09	17,393.09	207.61	27680
Olympia Trust - In Trust for Peter Neels	RSP	31,000.00	2,699.13	33,699.13	402.25	6557
Olympia Trust - In Trust for Phyllis Franklin	RSP	10,000.00	870.69	10,870.69	129.76	46095
Olympia Trust - In Trust for Prabhdeep (Bob) Saggu	RSP	16,900.00	1,471.46	18,371.46	219.29	39617
Olympia Trust - In Trust for Raymond (Jim) Walroth	RSP	15,000.00	1,306.03	16,306.03	194.64	43593
Olympia Trust - In Trust for Raymond Cramp	RSP	20,000.00	1,741.37	21,741.37	259.52	35441
Olympia Trust - In Trust for Robert Bahr	RSP	10,000.00	870.69	10,870.69	129.76	46748
Olympia Trust - In Trust for Ron King	RSP	10,000.00	870.69	10,870.69	129.76	29918
Olympia Trust - In Trust for Roy Lewis	RSP	250,000.00	21,767.13	271,767.13	3,243.94	41165
Olympia Trust - In Trust for Shannon Pineau	RSP	10,000.00	870.69	10,870.69	129.76	41114
Olympia Trust - In Trust for Siegmar Seida	RSP	20,000.00	1,741.37	21,741.37	259.52	30676
Olympia Trust - In Trust for Susan Schade	RSP	17,300.00	1,506.29	18,806.29	224.48	26147
Olympia Trust - In Trust for Sylvia Stilling	RSP	30,000.00	2,612.05	32,612.05	389.27	25706
Olympia Trust - In Trust for Tim Walsh	RSP	10,000.00	870.69	10,870.69	129.76	20846
Olympia Trust - In Trust for Tom Der	RSP	40,000.00	3,482.74	43,482.74	519.03	2407
Olympia Trust - In Trust for Trent Koziol	RSP	30,000.00	2,612.05	32,612.05	389.27	36979
Olympia Trust - In Trust for Trista Carey	RSP	10,000.00	870.69	10,870.69	129.76	43752
Olympia Trust - In Trust for Trudy Hauser	RSP	30,000.00	2,612.05	32,612.05	389.27	43685
Olympia Trust - In Trust for Walter Rooyakkers	RSP	10,700.00	931.63	11,631.63	138.84	32259
Olympia Trust - In Trust for William Widdup	RSP	10,000.00	870.69	10,870.69	129.76	35915
Olympia Trust - In Trust for Wilma (Willie) Johnson	RSP	20,000.00	1,741.37	21,741.37	259.52	44215
Olympia Trust - In Trust for Yvette Zentner	RSP	10,000.00	870.69	10,870.69	129.76	45570
		5,780,000.00	503,256.22	6,283,256.22	75,000.00	