

COURT FILE NUMBER	1101-09473
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	GERRY DUPAS
DEFENDANT	PHILLIP PINCUS, in his capacity as Trustee of the PLATINUM INVESTMENT TRUST and PLATINUM EQUITIES INC.
DOCUMENT	SECOND REPORT TO THE THE COURT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	FRASER MILNER CASGRAIN LLP Fraser Milner Casgrain LLP Bankers Court 15 th Floor, 850 - 2 nd Street S.W. Calgary, Alberta T2P 0R8 Ph. (403) 268-7097 / 3037 Fax. (403) 268 3100 Attn: David Mann / Matthew Lindsay / Robert Kennedy Email: david.mann@fmc-law.com / matthew.lindsay@fmc-law.com / robert.kennedy@fmc-law.com

TABLE OF CONTENTS TO THE SECOND REPORT TO COURT

INTRODUCTION..... 1
 Purpose of this Report..... 1
 Terms of Reference 2
 Currency..... 2
BACKGROUND 2
LOAN AND PROPERTY INTERESTS..... 3
LOAN 10 4
ACTIONS OF THE RECEIVER re: LOAN 10..... 7
CONCLUSION AND RECOMMENDATION 7

INDEX OF EXHIBITS

Correspondence to each of the Affiliated Companies.....	"A"
Correspondence between Wolff Leia LLP and the Receiver	"B"
Mortgage and a true copy of a Land Titles certificate in respect of the 85 th Street Property	"C"
Correspondence to Sukhwant Shergill	"D"
Information provided by Deep Shergill	"E"
Further correspondence between Wolff Leia LLP and the Receiver in respect of the 85 th Street Property	"F"
Corporate Search for Accretive Asset Management Inc	"G"

INTRODUCTION

1. On June 5, 2012, the Court of Queen's Bench of Alberta (the "**Court**") issued an order (the "**Receivership Order**") appointing Ernst & Young Inc. ("EY") as the Receiver and Manager (the "**Receiver**") of Platinum Investment Trust ("**PIT**").
2. On August 22, 2012, the Receiver filed its First Report to the Court in this matter (the "**First Report**").
3. On August 30, 2012, this Court confirmed by Order that the Property (as defined by the Receivership Order) includes, *inter alia*, a number of loans and mortgages (the "**Loans**") as set out in Schedule "A" to that Order (the "**Property Order**").
4. This report is filed by EY in its capacity as Receiver of PIT.

Purpose of this Report

5. The purpose of this report (the "**Second Report**") is to:
 - a) Summarize the activities of the Receiver since the First Report, specifically as it relates to the Loan as entered into between Suhkwant Shergill and PMIC I Investments Ltd. ("**PMIC I**") in the amount of \$274,211.75 ("**Loan 10**"); and
 - b) Respectfully recommend that this Honourable Court make an order:
 - i. Declaring that Accretive Asset Management Inc. ("**Accretive**"), Shariff Chandran and Chitra Chandran hold the Loan 10 Proceeds (as defined herein) in trust for the benefit of Platinum Investment Trust and the Receiver, and further directing Accretive, Shariff Chandran and Chitra Chandran to immediately account, pay and deliver the Loan 10 Proceeds to the Receiver;
 - ii. Directing Accretive, Shariff Chandran, Chitra Chandran and all other persons having control over all or any portion of the books and records of Accretive, to immediately make those books and records available to the Receiver for its review;
 - iii. Directing Accretive, Shariff Chandran and Chitra Chandran to attend in Court on a date to be identified by this Court to confirm and demonstrate that the Loan 10 Proceeds have been paid to the Receiver and that the books and records of Accretive have been made available to the Receiver, or to show cause why they should not be held in contempt of Court;

- iv. Approving the Receiver's actions to date; and
- v. Directing such further and other relief as this Honourable Court may direct.

Terms of Reference

6. 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. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events. Actual results achieved may vary from this information and these variations may be material, and as such 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.

Currency

7. All currency references in this Report are in Canadian dollars.

BACKGROUND

8. PIT was created in April 2008 pursuant to a Declaration of Trust (the "**Declaration**"). Platinum Equities Inc. ("**Platinum**") provided PIT with management services associated with mortgages and related properties.
9. Investors would invest in PIT and in turn, PIT would make debt-based real estate investments on behalf of the trust unitholders in the form of first and second mortgages registered against real property located in Alberta (a "**Mortgage**").
10. Gerry Dupas ("**Dupas**") is a unitholder in PIT. Both on Dupas' own behalf and on behalf of several other concerned investors, Dupas initiated this action as a result of (i) PIT failing to make the required quarterly distributions pursuant to the subject offering memoranda, and (ii) PIT trustees and administrators failing to provide Dupas, and others, information in relation to their investments.
11. As noted in the Receiver's First Report, there has been a lengthy protracted history of applications and Court Orders in this action. It is particularly important to note that, in addition to the foregoing, effective March 1, 2012 EY was appointed an inspector (the "**Inspector**") of Platinum Investment Trust pursuant

to a resolution of unitholders made under the Declaration for the general purpose of investigating the operations and activities of PIT. The resolution appointing the Inspector was served personally on Shariff Chandran on March 14, 2012. Ultimately the Inspector became concerned with the administration of the Trust and the lack of cooperation from the Trustee, which then led to EY's appointment under the Receivership Order.

12. Additional background information on PIT and these proceedings are set out in the First Report and the Taylor Affidavit together with the exhibits thereto.

LOAN AND PROPERTY INTERESTS

13. As detailed in the First Report, the Receiver is in the process of investigating the affairs of PIT.
14. In the course of this investigation, the Receiver ascertained that PIT holds a loan portfolio (the "Loan Portfolio"). The Loan Portfolio consists of the Loans as noted above. In some cases, these loans are secured against real property in the form of Mortgages. The Receiver understands that investor funds were used to fund the Loan Portfolio.
15. The Loans and Mortgages are currently in the name of nominees who are affiliated PIT mortgage-holding companies which include Platinum, PMIC I, PMIC II Investments Ltd., Accretive, and PIT General Partner Corp. (collectively, the "Affiliated Companies"). We have been advised by the trustee of PIT, Shariff Chandran, that the subject Loans and Mortgages were registered in the name of nominees in as much as PIT could not register the Mortgages in its own name, such that the legal and beneficial ownership of the Mortgages resides with the Platinum Investment Trust and, ultimately, the unitholders.
16. Given the foregoing and in order preserve the Receiver's interests in the Loans and Mortgages, the Receiver obtained the Property Order.
17. Subsequent to the granting of the Property Order, on September 4, 2012 the Receiver wrote to various parties in respect of the Loans and / or Mortgages enclosing a copy of the Receivership Order and Property Order and requesting access to all relevant records in respect of the Property in their possession (the "Records").
18. In particular, the Receiver sent correspondence to each of the Affiliated Companies in relation to the Records, without any material reply. Attached as

Exhibit "A" is a true copy of the Correspondence directed to each of the Affiliated Companies.

19. The Receiver has however received correspondence from Wolff Leia LLP confirming that they act on behalf of PMIC I, Platinum and Accretive and that all Records have been provided to EY in its capacity as both Inspector and Receiver, and such Records were also contained in a copy of the PIT server previously obtained by to Grant Thornton LLP pursuant to Orders in this Action and in turn provided to the Receiver (the "Mirrored Server"). Attached as Exhibit "B" is a true copy of the correspondence exchanged between Wolff Leia LLP and the Receiver.

LOAN 10

20. Loan 10 is secured by way of a Mortgage registered against the property municipally known as 2848-85th Street SW, Calgary (Plan 3530AK, Block D, Lot 14) (the "85th Street Property"). Sukhwant Shergill ("Shergill") is the owner of the 85th Street Property. Attached as Exhibit "C" is a true copy of the Mortgage and a true copy of a Land Titles certificate in respect of the 85th Street Property.
21. On September 25, 2012, the Receiver wrote to Shergill regarding Loan 10. Subsequent letters were sent on October 9, 23 and November 5, 2012. The Receiver spoke with Shergill's husband, Deep Shergill on November 7 2012, and was advised that Loan 10 had been repaid in mid 2012. Attached and marked as Exhibit "D" is a true copy of the correspondence sent to Shergill.
22. On November 8, 2012, Deep Shergill provided the Receiver with the following as it relates to Loan 10:
 - a) Letter from PIT executed by Chitra Chandran dated May 30, 2012 confirming a settlement agreement in respect of Loan 10 in the amount of \$350,000 (the "Settlement Proceeds") and requesting that such Settlement Proceeds be paid "to Accretive in care of PIT" (the "**PIT Correspondence**"); and
 - b) Two cheques from Prominent Homes Ltd. (Deep Shergill's company) for \$316,103.08 and 33,896.92 respectively (totaling \$350,000) payable to Accretive both dated May 31, 2012 (the "**Settlement Cheques**").

Attached as Exhibit "E" is a true copy of the PIT Correspondence and Settlement Cheques.

23. At no time during the Inspector's mandate was the Inspector ever advised of any proposed settlement between PIT and Shergill, nor was the Inspector ever advised that any steps were being taken to effect such a settlement, notwithstanding the Trustee's obligation to advise the Inspector of all circumstances associated with PIT's property.
24. The application for the Receivership Order was filed on May 25, 2012 and was originally returnable for May 31, 2012. As a result of an adjournment request by Wolff Leia LLP, the application was heard and the Receivership Order issued on June 8, 2012. The PIT Correspondence and the Settlement Cheques are dated after service of the Receivership application and on the eve of issuance of the Receivership Order
25. Following the appointment of the Receiver, and notwithstanding repeated requests for documentation from PIT, Shariff Chandran and Chitra Chandran, the Receiver was not advised of any settlement associated with the 85th Street Property, nor was the Receiver provided with the PIT Correspondence or the Settlement Cheques.
26. During the Receiver's review of the PIT records provided to it by the Trustee, Shariff Chandran, and Chitra Chandran no information or Records were provided relating to any resolution or settlement of Loan 10, in particular the existence of the PIT Correspondence or the Settlement Cheques. No such documents are located on the Mirrored Server, as the PIT Correspondence and the Settlement Cheques appear to have been generated after the Mirrored Server was obtained by Grant Thornton LLP.¹
27. The Receiver learned of the PIT Correspondence and the Settlement Cheques for the first time when they were provided by Deep Shergill.
28. On November 13, 2012, the Receiver wrote to Wolff Leia LLP requesting a copy of or access to, the Records and also enclosed a copy of the PIT Correspondence, requesting that the funds be identified and provided to the Receiver. Attached as Exhibit "F" is a true copy of the correspondence. The Receiver has not received a material reply.
29. Notwithstanding that the Receivership Order has been registered against the 85th Street Property, it appears that Loan 10 has been repaid and that proceeds

¹ The Receiver has not at this stage reviewed the many tens of thousands of emails also provided on the server given the substantial professional costs that would be incurred in so doing.

of the repayment are held by Accretive. Accretive is one of the Affiliated Companies and is controlled by Shariff Chandran and Chitra Chandran (see Exhibit "G"). As they arise from repayment of a PIT loan subject to the Receivership, Accretive has no claim to those funds.

30. The Receiver has the following serious concerns:

- a) The Receiver has registered the Receivership Order against the 85th Street Property and is unable to review Records to confirm whether Loan 10 has been fully repaid and whether the Receivership Order registration should be discharged;
- b) The PIT Correspondence confirms that:
 - i. Loan 10 was inappropriately repaid to Accretive;
 - ii. Loan 10 was managed and apparently settled by PIT without any disclosure to the Inspector during the course of the Inspector's administration;
 - iii. Loan 10 was managed and settled by PIT just prior to the granting of the Receivership Order and at a time when the Trustee and Accretive were aware that the Receivership application was pending;
 - iv. Records must exist in respect of Loan 10, and PIT, PMIC I and Accretive are in breach of the disclosure provisions under the Receivership Order, despite the advice that no Records exist; and
 - v. Accretive currently holds loan proceeds which form part of the Property of the receivership estate;
- c) Shariff Chandran, Chitra Chandran and Accretive appear to have knowingly concealed the repayment of Loan 10 during the course of the Inspector administration and throughout this Receivership administration;
- d) The Receiver is of the view that Shariff Chandran, Chitra Chandran and Accretive may be dealing with the Loan 10 Proceeds and are likely to deal with the Loan 10 Proceeds in a manner that may seriously hinder the Receiver's interests in the Loan 10 Proceeds;
- e) The Receiver needs to take immediate steps to prevent the dissipation of the Loan 10 Proceeds, if such funds still exist; and

- f) Accretive appears to be involved in holding and transferring funds associated with PIT and its Loans and Mortgages. The Receiver requires access to Accretive's books and records to properly complete its investigation of PIT generally.

ACTIONS OF THE RECEIVER RE: LOAN 10

31. Since the date of the First Report, the Receiver has carried out the following:
- i. Finalized review of the PIT server (excluding emails);
 - ii. Had discussions with parties in respect of PIT's loan portfolio and in particular, Loan 10;
 - iii. Registered the Receivership Order at Land Titles in accordance with the terms of the Property Order; and
 - iv. Prepared this report.
32. The Receiver has also spent considerable time investigating the other Loans and Mortgages and will detail these actions in a later report.

CONCLUSION AND RECOMMENDATION

33. The Loan 10 Proceeds form part of the receivership estate. Accretive is in possession of the Loan 10 Proceeds and those funds should be paid to the Receiver. In addition, the Receiver requires access to those books and records of Accretive in order to verify all records relating to the repayment of Loan 10 and the disbursement (if any) of the Loan 10 Proceeds and to complete its investigation of PIT.
34. It appears that, based on the Inspector and the Receiver's work to date, that Shariff Chandran, Chitra Chandran and Accretive are acting with the intent to defeat the investors in PIT.
35. The Receiver, therefore, respectfully recommends that this Honourable Court grant the relief described in paragraph 5(b) above.

* * *

All of which is respectfully submitted this 15th day of November, 2012.

**ERNST & YOUNG INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF PLATINUM
INVESTMENT TRUST. AND NOT IN ITS PERSONAL CAPACITY**

A handwritten signature in black ink, appearing to be 'RJ Taylor', written in a cursive style.

Robert J. Taylor, CA•CIRP
Senior Vice-President

Exhibit "A"



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

25 September 2012

Platinum Equities Inc.
906 12 Ave SW
Calgary, AB T2R 0J3

Dear Sir:

**Re: The Receivership Proceedings of Platinum Investment Trust ("PIT")
Court File No. 1101-09473**

On June 5, 2012, Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of PIT by Order of the Court of Queen's Bench of Alberta (the "Court"). A copy of the Receivership Order is enclosed for your reference.

On August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, *inter alia*, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A copy of the Property Order is enclosed for your reference.

Pursuant to the Receivership Order, the Receiver is entitled to access to any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of PIT and/or the Property (the "Records"). In particular, we note you are the mortgagee in respect of loans secured by the properties municipally known as 536 Varsity Estates Place NW, 33 Val Gardena Place SW, 3316 Copithorne Road NW, and 702 Centre Street NW. (together, the "Loans").

We require access to any and all Records in respect of the Property immediately; please provide all Records as soon as possible. In particular, please provide Records and /or answers to the following queries within the next five business days:


1. A full accounting of all Loan and/or mortgage payments received from the inception of the Loans/ mortgage to date, including all particulars in relation to the disbursements of any Loans/ mortgage proceeds;
2. Confirmation of current monthly payments in respect of the Loans and or Property, including amounts and identity of party making/receiving any payment(s) pursuant to the Loans/ mortgage agreement(s); and

If you have any questions please do not hesitate to contact Neil Honess on 403.206.5003.

Thank you for your attention to the above.

Yours very truly,

Ernst & Young Inc.


Robert J. Taylor, CA, CIRP
Encl.



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

PMIC I Investments Ltd.
Suite 308, 1495 - 111 Ave
Edmonton, AB T5M 2P6

25 September 2012

Dear Sir:

**Re: The Receivership Proceedings of Platinum Investment Trust ("PIT")
Court File No. 1101-09473**

On June 5, 2012, Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of PIT by Order of the Court of Queen's Bench of Alberta (the "Court"). A copy of the Receivership Order is enclosed for your reference.

On August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, *inter alia*, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A copy of the Property Order is enclosed for your reference.

Pursuant to the Receivership Order, the Receiver is entitled to access to any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of PIT and/or the Property (the "Records"). In particular, we note you are the mortgagee in respect of loans secured by the property municipally known as 2848 - 85th Street (the "Loan").

We require access to any and all Records in respect of the Property immediately; please provide all Records as soon as possible. In particular, please provide Records and /or answers to the following queries within the next five business days:

1. A full accounting of all Loan and/or mortgage payments received from the inception of the Loan/ mortgage to date, including all particulars in relation to the disbursements of any Loan/ mortgage proceeds;
2. Confirmation of current monthly payments in respect of the Loan and or Property, including amounts and identity of party making/receiving any payment(s) pursuant to the Loan/ mortgage agreement(s); and

If you have any questions please do not hesitate to contact Neil Honess on 403.206.5003.

Thank you for your attention to the above.

Yours very truly,

Ernst & Young Inc.

Robert J. Taylor, CA, CIRP
Encl.



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

PMIC II Investments Ltd.
Suite 308, 1495 - 111 Ave
Edmonton, AB T5M 2P6

25 September 2012

Dear Sir:

**Re: The Receivership Proceedings of Platinum Investment Trust ("PIT")
Court File No. 1101-09473**

On June 5, 2012, Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of PIT by Order of the Court of Queen's Bench of Alberta (the "Court"). A copy of the Receivership Order is enclosed for your reference.

On August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, *inter alia*, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A copy of the Property Order is enclosed for your reference.

Pursuant to the Receivership Order, the Receiver is entitled to access to any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of PIT and/or the Property (the "Records"). In particular, we note you are the mortgagee in respect of loans secured by the properties municipally known as 825, 829, 833 and 837, 9 Street Canmore (together, the "Loans").

We require access to any and all Records in respect of the Property immediately; please provide all Records as soon as possible. In particular, please provide Records and /or answers to the following queries within the next five business days:

1. A full accounting of all Loan and/or mortgage payments received from the inception of the Loans/ mortgage to date, including all particulars in relation to the disbursements of any Loans/ mortgage proceeds;
2. Confirmation of current monthly payments in respect of the Loans and or Property, including amounts and identity of party making/receiving any payment(s) pursuant to the Loans/ mortgage agreement(s); and

If you have any questions please do not hesitate to contact Nell Honess on 403.206.5003.

Thank you for your attention to the above.

Yours very truly,

Ernst & Young Inc.

Robert J. Taylor, CA, CIRP
Encl.



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Accretive Asset Management Corporation
910, 906 12 Ave SW
Calgary, AB T2R 1K7

25 September 2012

Dear Sir:

**Re: The Receivership Proceedings of Platinum Investment Trust ("PIT")
Court File No. 1101-09473**

On June 5, 2012, Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of PIT by Order of the Court of Queen's Bench of Alberta (the "Court"). A copy of the Receivership Order is enclosed for your reference.

On August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, *inter alia*, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A copy of the Property Order is enclosed for your reference.

Pursuant to the Receivership Order, the Receiver is entitled to access to any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of PIT and/or the Property (the "Records"). In particular, we note you are the mortgagee in respect of loans secured by the properties municipally known as 11575 14th Street NE, and 101-105, 204-208, and 304-308 1604 15 Street SW. (together, the "Loans").

We require access to any and all Records in respect of the Property immediately; please provide all Records as soon as possible. In particular, please provide Records and /or answers to the following queries within the next five business days:

1. A full accounting of all Loan and/or mortgage payments received from the inception of the Loans/ mortgage to date, including all particulars in relation to the disbursements of any Loans/ mortgage proceeds;
2. Confirmation of current monthly payments in respect of the Loans and or Property, including amounts and identity of party making/receiving any payment(s) pursuant to the Loans/ mortgage agreement(s); and

If you have any questions please do not hesitate to contact Nell Honess on 403.206.5003.

Thank you for your attention to the above.

Yours very truly,

Ernst & Young Inc.

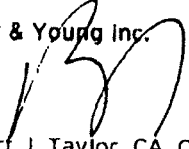

Robert J. Taylor, CA, CIRP
Encl.

Exhibit "B"



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Wolff Leja LLP
1510 - 777 8 Avenue SW
Calgary, AB T2P 3R5
Attention: Craig Leggatt

10 October 2012

Platinum Investment Trust ("PIT") -- In Receivership
Court File No. 1101-09473

Dear Sir:

Further to our letter dated September 25, 2012 (enclosed) and the subsequent telephone conversation with Neil Honess, we note that no records have been provided to the Receiver pursuant to the Receivership Order and the Order granted on August 30, 2012

It is our understanding that you act for PMIC I Investment Limited, Platinum Equities Inc., and Accretive Asset Management Corporation. Please advise if you also act for PMIC II Investment Limited.

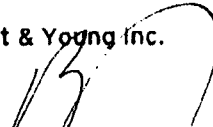
We trust the preceding information is satisfactory and look forward to the receipt of all relevant information by October 11, 2012, at which time we will seek the appropriate relief for failing to comply with the aforementioned Orders.

If you have any queries, please do not hesitate to contact Neil Honess at 403.206.5003.

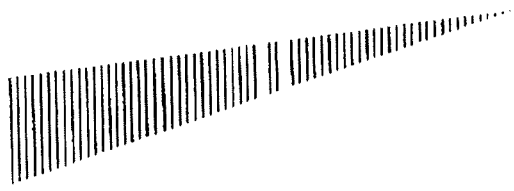
Thank you for your attention to the above.

Sincerely,

Ernst & Young Inc.


Robert J. Taylor, CA, CIRP

Encl.



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

RECEIVED
OCT 10 2012

10 October 2012

Wolff Leia LLP
1510 - 777 8 Avenue SW
Calgary, AB T2P 3R5
Attention: Craig Leggatt

Platinum Investment Trust ("PIT") -- In Receivership
Court File No. 1101-09473

Dear Sir:

Further to our letter dated September 25, 2012 (enclosed) and the subsequent telephone conversation with Neil Honess, we note that no records have been provided to the Receiver pursuant to the Receivership Order and the Order granted on August 30, 2012.

It is our understanding that you act for PMIC I Investment Limited, Platinum Equities Inc., and Accretive Asset Management Corporation. Please advise if you also act for PMIC II Investment Limited.

We trust the preceding information is satisfactory and look forward to the receipt of all relevant information by October 11, 2012, at which time we will seek the appropriate relief for failing to comply with the aforementioned Orders.

If you have any queries, please do not hesitate to contact Neil Honess at 403.206.5003.

Thank you for your attention to the above.

Sincerely,

Ernst & Young Inc.

Robert J. Taylor, CA, CIRP

Encl.

WOLFF LEIA

GREGORY J. LEIA, B.COMM., LL.B*
E-Mail: gleia@securities-lawyers.com

CRAIG LEGGATT, HON. BA., LL.B*
E-Mail: cleggatt@securities-lawyers.com

BARRISTERS & SOLICITORS

October 16, 2012

Ernst & Young Inc.
Ernst & Young Tower
1000, 4th 2nd Ave. SW
Calgary AB T2P 5E9

Attention: Neil Honess & Robert J. Taylor

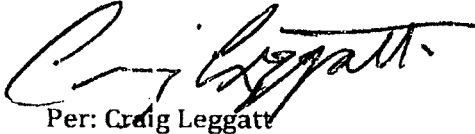
**Re: Platinum Investment Trust ("PIT") - In Receivership
QB Action # 1101 - 09473**

Further to your letter of October 10th and your letter of September 25th, and our conversation shortly after the September 25th letter, I confirm that we have not sent any records to your attention and in accordance with the August 30th, 2012 Receivership Order granted on August 30th, 2012 (a copy of which I received today from Robert Kennedy of Fraser Milner Casgrain); I confirm again what I previously stated; PIT and Platinum Equities have already provided to a representative of Ernst & Young last June access to and copies of all of the records in my clients possession. Prior thereto, Grant Thornton was also granted access to all of the books and records of PIT in accordance with the Orders of the Court appointing them to investigate on behalf of the Court and the Gerry Dupas and the other applicants.

Please advise what other information it is that you feel has not been provided and I will address the matter with my clients.

Regards,

WOLFF LEIA



Per: Craig Leggatt



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Wolff Leia LLP
1510 - 777 8 Avenue SW
Calgary, AB T2P 3R5
Attention: Craig Leggatt

23 October 2012

**The Receivership Proceedings of Platinum Investment Trust ("PIT")
Court File No. 1101-09473**

Dear Sir,

Thank you for your letter of October 16, 2012.

As you are aware, on August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, *inter alia*, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A copy of the Property Order is enclosed for your reference.

Pursuant to the Receivership Order, the Receiver is entitled to access to any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of PIT **and/or the Property** (the "Records").

We understand that you act for PMIC I Investment Limited, PMIC II Investment Limited, Platinum Equities Inc. and Accretive Asset Management Corporation. As you can see from Schedule "A" to the Property Order, your clients are the mortgagee for a number of these loans. It is imperative that the Receiver gains immediate access to all Records your clients have in their possession including, but not limited to, all loan and security documentation together with all accounting records it relates to the disbursement and/or repayment of loan proceeds

We understand you are currently away from the office until October 30, 2012. Upon your return please make immediate arrangements for the Receiver to gain full access to the Records.

If you have any queries, please do not hesitate to contact Neil Honess at 403.206.5003.

Thank you for your attention to the above.

Sincerely,

Ernst & Young Inc.



Robert J. Taylor, CA, CIRP

cc: Robert Kennedy, Fraser Milner Casgrain LLP

Encl.

WOLFF LEIA

GREGORY J. LEIA, B.COMM., LL.B*
E-Mail: gleia@securities-lawyers.com

CRAIG LEGGATT, HON. BA., LL.B*
E-Mail: cleggatt@securities-lawyers.com

BARRISTERS & SOLICITORS

November 2, 2012

Delivered by fax: 403.290.4265

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

Attention: Neil Honess & Robert Taylor

Receiverhip Proceedings of Platinum Investment Trust QB # 1101-09473

Gentlemen,

Thank you for your letter of 23 October 2012.

As has been previously indicated, my client is no longer in possession of any books and records related to any of the property listed in Schedule "A" to the Ex Parte Order that was granted on August 30th 2012.

All of the documents were previously provided to your representative who attended the Platinum offices shortly after the June 5th Order was issued. Furthermore, on prior occasion thereto Mr. Taylor was at the offices of Platinum and was given full access to the records. Prior thereto, at very considerable expense to Platinum copies of all of the records and copy of the Platinum server as it related to PIT was provided to Grant Thornton.

I am also advised that representatives of Ernst & Young, or it's legal counsel, has been dealing directly with other Platinum counsel with respect to the items 5,6 and 7 on the Schedule (Mr. Jakub Ksiazek of Bennett Jones) and item 11 (Ms. Neenu Ahluwalia).

Please advise what, exactly, it is that you think that you have not been provided complete access too.

Please feel free to call me directly at 403.265.7533 or email.

Regards,

Wolff Leia

Per: Signed "Craig Leggatt"
Craig Leggatt

Suite 1510, 777 - 8th Avenue S.W.
Calgary, Alberta T2P 3R5

Telephone: (403) 265-4122
Telecopier: (403) 265-4138

* DENOTES A PROFESSIONAL CORPORATION

Exhibit "C"



CERTIFIED COPY OF
Certificate of Title

S

LINC SHORT LEGAL
0019 779 454 3530AK;D;14

TITLE NUMBER: 041 232 139
TRANSFER OF LAND
DATE: 21/06/2004

AT THE TIME OF THIS CERTIFICATION

SUKHWANT SHERGILL
OF 2020 - 18TH STREET N.W.
CALGARY
ALBERTA T2M 3T1

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 3530AK
BLOCK D
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-
WRITTEN OR ENDORSED HERON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
4181KP	12/03/1972	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED. "EAST 20 FT. OF WEST 44 FT."
001 192 360	13/07/2000	CAVEAT RE : OFFER TO PURCHASE CAVEATOR - DAVID G K SKENE CAVEATOR - SANDY L SKENE BOTH OF: ATTN. ALLAN J. SATTIN C/O SPEIR HARBUR 1000, 665-8 STREET S.W. CALGARY ALBERTA T2P3K7 AGENT - ALLAN J SATTIN C/O SPIER HARBUR 1000, 665 - 8 STREET S.W. CALGARY ALBERTA T2P3K7 (DATA UPDATED BY: CHANGE OF NAME 041028171) (DATA UPDATED BY: CHANGE OF ADDRESS 041028200)
031 347 547	08/10/2003	UTILITY RIGHT OF WAY GRANTEE - 866546 ALBERTA LTD.. GRANTEE - 592422 ALBERTA LTD.. PORTION AS DESCRIBED
031 347 549	08/10/2003	CAVEAT

CERTIFIED COPY OF
Certificate of Title

PAGE 2

SHORT LEGAL 3530AK;D;14
NAME SUKHWANT SHERGILL
NUMBER 041 232 139

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

RE : UTILITY RIGHT OF WAY
CAVEATOR - 866546 ALBERTA LTD..
CAVEATOR - 592422 ALBERTA LTD..
BOTH OF:
THE APEX CORPORATION
SUITE 300, 1710-14 AVENUE NW
CALGARY
ALBERTA T2N1M5
AGENT - GREG LEFEBRE

071 155 080 31/03/2007 MORTGAGE
MORTGAGEE - PMIC I INVESTMENTS LTD..
STE 910, 906-12 AVE SW
CALGARY
ALBERTA T2R1K7
ORIGINAL PRINCIPAL AMOUNT: \$274,211

121 233 745 10/09/2012 ORDER
RECEIVERSHIP ORDER

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE
REPRESENTED HEREIN THIS 10 DAY OF SEPTEMBER, 2012



SUPPLEMENTARY INFORMATION
VALUE: \$300,000
CONSIDERATION: \$300,000
MUNICIPALITY: CITY OF CALGARY
REFERENCE NUMBER:
041 232 138
ATS REFERENCE:
5;2;24;10;S
TOTAL INSTRUMENTS: 006

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

071155080

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

LAND TITLES ACT

MORTGAGE

Sukhwant Shergill of 2020-18th Street N.W., Calgary, Alberta T2M 3T1 (hereinafter called the "Mortgagor"), being registered as an owner of an estate in fee simple in possession, subject, however, to registered encumbrances, liens, and interests, if any, of those/that pieces/piece of land situate in the Province of Alberta, Canada, being composed of:

**PLAN 3530AK
BLOCK D
LOT 14
EXCEPTING THEREOUT ALL MINES AND MINERALS
(hereinafter called the "Lands")**

in consideration of the principal sum of **TWO HUNDRED SEVENTY FOUR THOUSANDS TWO HUNDRED ELEVEN AND 75/100 (\$274,211.75) DOLLARS** lent to the Mortgagor by **PMIC I INVESTMENTS LTD.**, having an office at Suite 910, 906-12th Avenue S.W., Calgary, Alberta T2R 1K7 (who and whose successors and assigns are hereinafter called the "Mortgagee"), the receipt of which sum the Mortgagor does hereby acknowledge,

COVENANTS with the Mortgagee:

1. The Mortgagor will pay to the Lender the said principal sum in lawful money of Canada at the Lender's Office in Calgary, Alberta, or at such other place as may be designated by the Lender with interest at the rate of **TWELVE (12.00%) percent per annum, calculated monthly not in advance** as well after as before maturity until the principal sum and interest and all other money payable under this Mortgage, sometimes herein referred to as the "Mortgage Monies" or the "monies secured hereby", shall be fully paid as follows:
 - (a) Interest at the aforesaid rate on the amounts of the principal sum from time to time advanced, computed from the respective dates of such advances up to and including the **fifteenth (15th) day of March, 2007** (hereinafter called the "interest adjustment date") shall become due and be paid on the date last mentioned, provided the Lender may require the aforesaid interest on the principal advances made from time to time, computed from the date of each such advance, to become due and payable in monthly installments on the **fifteenth (15th) day** of the month next following the first advance, and on the **fifteenth (15th) day** of each and every month thereafter and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the interest adjustment date, and at the option of the Lender, interest so due and payable may be deducted from such advances; and
 - (b) hereafter the principal sum together with interest at the aforesaid rate, computed from the date last mentioned shall become due and be paid by equal consecutive monthly installments of **TWO THOUSAND SEVEN HUNDRED FORTY TWO AND 12/100(\$2,742.12) DOLLARS** each, the first of such installments to become due and be paid on the **fifteenth (15th) day of April, 2007** and a like amount on the **fifteenth (15th) day** of each and every

consecutive succeeding month thereafter up to and including the **fifteenth (15th)** day of **March, 2008**, and the full balance of the principal sum and interest thereon as aforesaid shall become due and be paid on the date last mentioned; each of the said monthly installments to be applied firstly in payment of interest, secondly, in payment of all other charges due under this Mortgage and thirdly in reduction of the principal sum.

2. That the Mortgagor will pay to the Mortgagee interest as aforesaid in manner aforesaid on the said principal sum at the rate and calculated as aforesaid as well after as before default, as well after as before maturity, and as well after as before judgment; all interest on becoming overdue to be forthwith treated (as to payment of interest thereon) as principal and to bear compound interest at the rate aforesaid, as well after as before default, as well after as before maturity and as well after as before judgment (such interest to be computed with rests and paid on the days for calculation of the same), and all such interest and compound interest to be a charge on the Lands.
3. That without limiting the insurance requirements set out in the Commitment Letter (as hereinafter defined), the Mortgagor will, during the continuance of this security, maintain or cause to be maintained with financially sound and reputable insurers acceptable to the Mortgagee, acting reasonably, insurance in accordance with, and subject to, the following requirements and understandings:
 - (a) the Mortgagor will forthwith obtain and keep in place property insurance with respect to every building or improvement now or hereafter placed or erected upon the Lands (including all personal property relating thereto), both during erection and thereafter, including any plate glass, against loss or damage by fire, earthquake, flood, tempest, tornado, cyclone, lightning, sewer back-up, collapse and other risks and perils customarily insured against by an "all-risks" of physical loss or damage contract of insurance;
 - (b) the Mortgagor will forthwith obtain and keep in place broad form boiler and machinery insurance (without exclusion for explosion) written on a comprehensive repair and/or replacement cost basis covering all boilers, pipe turbines, engines and all other pressure vessels, machinery and equipment located in, on or about the Lands, with the same limits and by-laws extension as the "all-risk" property insurance described in (a) above;
 - (c) the Mortgagor will forthwith obtain and keep in place business interruption insurance (written on a gross rents or gross profits basis) to cover any abatement or loss of income resulting from an insured peril with a minimum period of indemnity of twelve (12) months, or such longer period as the Mortgagee may reasonably require;
 - (d) the Mortgagor will forthwith obtain and keep in place general liability insurance with a limit of not less than **TWO THOUSAND SEVEN HUNDRED FORTY TWO AND 12/100(\$2,742.12) DOLLARS** on a per occurrence basis, or such higher limit as the Mortgagee may reasonably require. Such policy shall name the Mortgagee as an additional insured and shall include all legal liability to the extent insurable and imposed on the Mortgagee and include all court costs, fees and expenses of legal counsel. The policy will include coverage which a prudent owner of similar security would purchase and maintain, or cause to be purchased and maintained, throughout the term of the loan hereby secured;

- (e) the Mortgagor will obtain such other insurance as the Mortgagee may reasonably require, given the nature of the security and which a prudent owner of similar security would purchase and maintain, or cause to be purchased and maintained, throughout the term of the loan hereby secured;
- (f) the Mortgagor will insure all portions of the improvements below grade, including the foundations and footings of any and all improvements to the Lands;
- (g) all policies of insurance required to be maintained by the Mortgagor shall be effected upon terms and conditions satisfactory to the Mortgagee and shall:
 - (i) regarding property insurance, be in an amount representing one hundred (100%) per cent of the full replacement cost of the improvements to the Lands;
 - (ii) include a replacement cost endorsement, which shall specifically delete the requirement of reconstruction on the same or an adjacent site;
 - (iii) include a stated amount endorsement to waive any co-insurance provisions, or not be subject to co-insurance;
 - (iv) include full by-laws extensions, including increased cost of construction, cost of demolition of the undamaged portion of the improvements and resultant loss of income;
 - (v) not contain an exclusion for terrorism or terrorist acts, unless terrorism coverage is provided under a separate policy. Terrorism coverage however will not be required if the cost of such coverage is not obtainable at a commercially reasonable cost, as determined by the Mortgagee acting reasonably. In the event that such coverage is not obtainable at a commercially reasonable cost, but later becomes available at a commercially reasonable cost, as determined by the Mortgagee, the Mortgagor shall forthwith obtain and maintain such coverage failing which the Mortgagee shall be entitled, but not obligated, to obtain such coverage at the Mortgagor's expense;
 - (vi) provide that if any premium or instalment is not paid when due, or if such insurance is cancelled, terminated, not renewed or materially changed for any reason whatsoever, the insurers thereunder will promptly notify the Mortgagee and that no cancellation, termination, non-renewal or material change shall be effective in respect of the Mortgagee until thirty (30) days after the giving of notice to the Mortgagee; and
 - (vii) provide for any loss under each policy (excluding commercial general liability) to be made payable to the Mortgagee pursuant to a mortgage clause approved by the Insurance Bureau of Canada and include the interests of all entities for whom the Mortgagor has contractually agreed to insure, as their respective interests may appear;
- (h) prior to the making of any advance hereunder, the Mortgagor shall forthwith on request assign, transfer and deliver over unto the Mortgagee all policies of insurance and receipts thereto appertaining;

- (i) in the event that the Mortgagor neglects to keep the improvements to the Lands or any of them insured as aforesaid or fails to deliver such policies and receipts or produce evidence of renewal, or if any of the policies are cancelled, terminated or materially changed, the Mortgagee shall be entitled but shall not be obliged to insure the said improvements or any of them or may require any insurance upon the Lands to be cancelled and new insurance concurrently effected, all at the expense of the Mortgagor, and any amount paid by the Mortgagee therefore shall bear interest at the rate aforesaid and shall be dealt with as provided in clause 10 hereof; and that if, for any reason, the Mortgagee is unable to effect or maintain new insurance as hereinbefore provided, or in the case of the cancellation of any insurance upon the said buildings and improvements for any cause whatsoever, the whole of the principal sum and interest and all other monies hereby secured and not previously paid shall forthwith become due and payable at the option of the Mortgagee;
- (j) the Mortgagor shall forthwith, on the happening of any loss or damage, furnish, at its own expense, all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and any insurance money received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the improvements on the Lands, or applied in whole or in part towards payment of the principal sum, interest and other monies secured hereby, as the Mortgagee in its sole discretion may determine; and

the insurance requirements contained herein are a minimum guide and, although they must be adhered to throughout the term hereof, in no way represent an opinion as to the full scope of insurance coverage a prudent owner would arrange to adequately protect its interest and the interests of the Mortgagee, and the Mortgagor acknowledges that it must govern itself accordingly.

4. That the Mortgagor will, in each year, at least ten (10) days before the date, if any, on or before which discount is allowed on the payment of taxes, or at least ten (10) days before the date after which a penalty is added for non-payment of same, as the case may be, pay and discharge all taxes, rates and assessments, including local improvement charges and levies (herein collectively called the "Taxes") and all other liens, charges, encumbrances or claims with which the Lands or the Mortgagor or the Mortgagee in respect of this mortgage are or may be rated or charged, and produce and leave with the Mortgagee the receipts therefor; PROVIDED ALWAYS THAT, AT THE OPTION OF THE MORTGAGEE, the Mortgagor will during the currency hereof, pay to the Mortgagee, in advance of such number of equal and consecutive monthly instalments as determined by the Mortgagee (but not exceeding twelve (12) in number), such amount as the Mortgagee may estimate as being the Taxes due and payable in each calendar year so that the Mortgagee shall have sufficient funds as and when the Taxes are due and payable to pay the same on behalf of the Mortgagor, the said monthly instalments to be paid along with and in addition to the monthly instalments of principal and interest due and payable under this mortgage; it being understood and agreed that such funds are to be applied by the Mortgagee towards the payment of Taxes as long as the Mortgagor is not in default of any of the terms of this mortgage, but nothing contained herein shall obligate the Mortgagee to apply such payments on account of Taxes more often than yearly nor to pay or adjust for interest with respect to such funds; PROVIDED FURTHER THAT:

- (a) the Mortgagee may deduct from the monies secured by or to be secured by this mortgage an amount sufficient to pay all Taxes which have been levied against the Lands and are then due or will become due in that calendar year;
 - (b) if, prior to the application by the Mortgagee of such monies for the payment of the Taxes, the Mortgagor defaults in the payment of any principal, interest or other monies secured hereunder, the Mortgagee may, at its option, apply such monies in or towards the payment of the principal sum, interest or other monies in default;
 - (c) if the Taxes actually levied for any particular calendar year exceed the estimated amount or in the event any part of the estimated amount paid to the Mortgagee is applied by the Mortgagee in or towards the principal sum, interest or other monies in default, the Mortgagor will pay to the Mortgagee or to the taxing authority, as the Mortgagee may determine, on demand, the amount required to make up the deficiency; PROVIDED that if the amount received by the Mortgagee is in excess of the amount of the annual Taxes, the monthly tax instalments for the then ensuing six (6) months may be adjusted accordingly;
 - (d) if the Mortgagor is required by the Mortgagee to pay the Taxes in whole or in part directly to the taxing authority and if the Mortgagor defaults in payment of any of the Taxes or defaults in payment to the Mortgagee of sufficient amounts as estimated by the Mortgagee to permit the Mortgagee to pay the Taxes as aforesaid, then the Mortgagee, at its option, may pay such Taxes, and all monies expended by the Mortgagee for such purpose shall be payable, shall bear interest and shall be secured as specified in clause 10 hereof; and
 - (e) the Mortgagor shall transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of Taxes forthwith after the receipt of same.
5. That the Mortgagor will not permit or suffer any act of waste on the Lands or any other act or thing by which the value of the Lands shall, or, in the opinion of the Mortgagee may, be diminished and will well and sufficiently repair, maintain, amend and keep the improvements, now or hereafter on the Lands, and fixtures and appurtenances belonging thereto, in good and substantial repair.
6. That the Mortgagor shall not make or permit to be made any alterations or additions to the improvements on the Lands without the prior written consent of the Mortgagee, and the Mortgagor shall not use the Lands or permit them to be used for any purpose other than their current use and shall comply with all applicable regulations and requirements of any municipal or other authority having jurisdiction over the Lands.
7. That:
- (a) the Mortgagor will promptly pay all bills for labour and material for the Lands as the said bills are incurred, and will at all times keep the title to the Lands free of all builders' liens; provided that if any builders' liens are filed against the title to the Lands, the Mortgagor agrees to promptly pay or take such other steps as may be necessary to discharge all such liens;

- (b) the Mortgagor will carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Lands and the earnings, income, rents, issues and profits thereof and will keep proper books of account and make therein true and faithful entries of all dealings and transactions in relation to its business and the Lands;
- (c) the Mortgagor shall not, except as otherwise expressly permitted by the Mortgagee, grant a lease of the Lands or any part thereof other than to such tenants and on such terms and conditions as first consented to in writing by the Mortgagee; it being understood that the granting of such consent shall not be or be deemed to be a grant of priority for any such lease over this mortgage; PROVIDED THAT if the Mortgagor shall, with the aforesaid approval of the Mortgagee, grant a lease of the Lands or any part thereof, or if the Lands are subject to any existing lease whether granted by the Mortgagor or not, the Mortgagor will not, without the prior written consent of the Mortgagee, demand or accept any prepayment of rent under such leases and will, on demand of the Mortgagee from time to time, forthwith execute and deliver to the Mortgagee an assignment or assignments of all rents payable under one or more leases relating to the Lands and an assignment or assignments of the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such leases and will also execute and deliver to the Mortgagee all such leases and all such notices and other documents as may be required in order to render such assignment effectual in law; PROVIDED THAT nothing herein contained shall make the Mortgagee responsible for the collection of rents payable under any such leases or for the performance of any covenants, terms or conditions contained in any such leases;
- (d) any improvements now or hereafter located upon the Lands shall be situated wholly within the boundaries of the Lands, and shall be in compliance with municipal side yard requirements and such other municipal by-law requirements or the requirements of any other authority as the Mortgagee may require; and
- (e) the Mortgagor, within ten (10) days after receipt of a request to do so, shall certify to the Mortgagee or any person designated by the Mortgagee the amount of principal sum then due hereunder, the date to which interest is paid, that it has no right of a set-off against the monies due hereunder, and that there have been no amendments hereof or if there have been any such amendments, specifying the same.
8. That all erections, buildings, fences, machinery, plant and improvements fixed or otherwise now on or hereafter put upon the Lands (including but without limiting the generality of the foregoing all furnaces, boilers, plumbing, air-conditioning and heating equipment, light fixtures, water heaters, storm windows, storm doors and screens and all apparatus and equipment appurtenant thereto) are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the realty and of the security, and are included in the expression the "Lands", and that in the event of any loss, damage or destruction to said fixtures, erections, buildings, fences, machinery, plant and improvements, the Mortgagee may give notice to the Mortgagor to repair, reinstate or rebuild the same within a time to be determined by the Mortgagee, and to be stated in such notice, and that upon the Mortgagor failing so to repair, reinstate or rebuild within such time, said failure shall constitute a breach of covenant hereunder, and the Mortgagee

may repair, reinstate or rebuild the same at the cost of the Mortgagor and all sums of money determined by the Mortgagee to be properly paid therefor shall be payable, shall bear interest and shall be secured as specified in clause 10 hereof.

9. That:

- (a) the Mortgagee shall have the right, but not the obligation, notwithstanding the performance by the Mortgagor of its covenants and agreements herein, to advance to or on behalf of the Mortgagor the said principal sum or any part or parts thereof from time to time, and may exercise such right in its sole, unfettered, uncontrolled and unqualified discretion, and that neither execution, nor registration nor acceptance of this mortgage, nor the advance of part of the monies secured hereunder shall bind the Mortgagee to advance the said principal sum or any unadvanced portion thereof, nor shall it fetter, control or qualify the said discretion of the Mortgagee, but nevertheless the mortgage shall take effect forthwith upon the execution of these presents and the amount of the advances, if any, made from time to time by the Mortgagee shall be secured hereby and repayable with interest as herein provided. The Mortgagor does not rely upon any representations, covenants or agreements, whether verbal or in writing made by the Mortgagee or by any person acting or purporting to act on behalf of the Mortgagee as to the advancement of the said principal sum or any part or parts thereof or any other matter which might influence the Mortgagor to execute this mortgage;
- (b) the Mortgagee may, without further authority and from time to time as the Mortgagee may desire, make advances of principal to be secured under this mortgage in:
 - (i) an amount or amounts sufficient to defray interest accrued hereunder and unpaid from time to time;
 - (ii) an amount or amounts equal to interest on account of the principal sum hereunder calculated from the date of advance to the first day of the first month following the date upon which an advance was made; and
 - (iii) an amount or amounts sufficient to defray fees due the Mortgagee in respect of unadvanced funds or standby fees, and the like,

and upon making such advances, will have the right to apply such advances for the purpose for which they were advanced; PROVIDED THAT nothing herein shall obligate the Mortgagee to make any such advances.

- 10. That if the Mortgagor shall refuse or neglect to observe or perform any covenant, agreement, provision or stipulation expressed or implied in this mortgage at the time at which, in the opinion of the Mortgagee, the same should be observed or performed, the Mortgagee may, at the Mortgagor's expense, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, provision or stipulation; and that the Mortgagee, at such time or times as it may deem necessary, and without the concurrence of any other person, may send its inspector or agent to report upon the value, state and condition of the Lands and upon the performance by the Mortgagor of its covenants, agreements, provisions or stipulations pursuant to this mortgage, and make arrangements for the repairing, finishing

and putting in order of any improvements on the Lands, for leasing, for collecting the rents, and for generally managing the Lands, and may expend money for any and all the purposes aforesaid as it may deem expedient; and that all solicitors', inspectors', valuers' and surveyors' fees, expenses and costs of and incidental to drawing, registering and discharging this mortgage, to valuing and examining the Lands and the title thereto, and to making and maintaining this mortgage a valid first charge thereon and to protecting the Mortgagee's security (including allowance for the time and service of any officer of the Mortgagee), together with all monies which the Mortgagee from time to time pays, expends or for which the Mortgagee becomes liable in performing or observing any covenant, agreement, provision or stipulation on the Mortgagor's part expressed or implied in this mortgage, in pursuance or exercise of or enforcing or attempting to enforce any right, power, remedy or purpose under this mortgage or otherwise subsisting or in respect to any agreement, covenant or security collateral or in addition to this mortgage, whether the same prove abortive or not (including, without limiting the generality of the foregoing, any proceedings in and about taking, recovering and keeping or attempting to procure possession of the Lands or any part thereof) and the Mortgagee's legal costs as between solicitor and client for any purpose provided in this mortgage shall bear interest at the aforesaid rate of interest computed from the date of payment or charging thereof (whether or not the principal sum or any part thereof is advanced) and shall, together with such interest, be payable by the Mortgagor on the earlier of demand and the next ensuing date for payment of principal and interest hereunder and all such fees, expenses and costs, together with such interest, shall be added to and form part of the principal sum secured by this mortgage and shall be a charge upon the Lands.

11. That the Mortgagee may release any part or parts of the Lands or any other security for the monies hereby secured at its discretion, either with or without any consideration therefor, and without being accountable for the value thereof, or for any monies except those actually received by the Mortgagee, and without releasing thereby any other part of the Lands or any other security or any person from this mortgage or from any of the covenants herein expressed or implied.
12. That the taking of a judgment or judgments under any of the covenants herein undertaken or undertaken in any security collateral hereto shall not operate as a merger of said covenants or affect the Mortgagee's right to interest at the rate and time aforesaid and the exercise or attempted exercise of one or more of the Mortgagee's rights or remedies hereunder shall not affect, delay or prejudice its other rights or remedies or operate as a waiver thereof, and any or all of the said rights or remedies may be exercised concurrently; it being understood and agreed that interest at the rate specified in this mortgage shall be payable on any judgment pursuant to this mortgage or on any judgment pursuant to any security collateral hereto and shall be calculated and compounded as hereinbefore specified.
13. That if any of the monies advanced hereunder shall be applied in the payment of any existing charge or encumbrance against the title to the Lands, the Mortgagee shall be subrogated to all the rights of, and stand in the position of, and be entitled to all the equities of, the person or persons entitled to such charge or encumbrance, whether such

charge or encumbrance shall or shall not have been discharged, and the decision of the Mortgagee, as to the validity or amount of any advance or disbursement made under this mortgage, or of any claim so paid off, shall be final and binding upon the Mortgagor.

14. That, in the event of default being made in the payment of the principal sum, interest or any other monies hereby secured, or any part thereof, or in the performance of any of the other covenants, agreements, provisions and stipulations undertaken herein or in any security collateral hereto, expressly or impliedly, by the Mortgagor, then:
- (a) the principal sum, interest and all other monies hereby secured shall, at the option of the Mortgagee, become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such monies had fully come and expired;
 - (b) the Mortgagee shall have full power and license to enter, seize and distrain upon the Lands or any part thereof, and to seize and distrain upon any goods situate thereon, and by distress warrant to recover by way of rent reserved in the case of a demise of the Lands, as much of the principal sum, interest and other monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent, and the Mortgagor waives all rights to exceptions from distress and seizure under any law, statutory or otherwise, in force for the time being in that behalf, and also waives compliance with the provisions of the *Civil Enforcement Act* of the Province of Alberta, and any amendments thereto, or any Act passed in amendment or substitution therefor;
 - (c) the Mortgagee shall have full license and authority, when and as often as it, in its discretion shall think fit, to enter into possession of the Lands, by its agents or otherwise, to collect the rents and profits thereof, and to make any demise or lease thereof, or of any part thereof, for such terms, periods, and at such rental as it shall think proper, and that any power of sale herein embodied or contained or implied may be exercised, either before or after and subject to such demise or lease;
 - (d) the Mortgagee may sell and convey the Lands without entering into possession thereof, and without giving any notice to the Mortgagor, and either before or after and subject to any demise or lease made by the Mortgagee as hereinbefore provided, and any sale made under the powers hereby given may be on such terms as to credit or otherwise as shall appear to the Mortgagee most advantageous, and as to such price as may be reasonably obtained therefor, and such sales may be made from time to time to satisfy any interest or any part of the principal sum overdue, leaving the principal sum or remainder thereof to run at interest payable as aforesaid; and the Mortgagee may make any stipulation as to title or otherwise as to it may seem proper, and may buy in Lands or any part thereof, or rescind or vary any contract for the sale of the Lands, and re-sell without being liable for any loss occasioned thereby, and for any of the said purposes may make and execute such agreements and assurances as shall be deemed necessary by the Mortgagee;
 - (e) without prejudice to its other rights, privileges and remedies, the Mortgagee shall be entitled forthwith to appoint or apply to the court for and obtain the appointment of a receiver or manager, or receiver and manager (herein called the "Receiver") of the Lands and of the

rents, issues and profits thereof without the necessity of first exercising its right to enter into possession and every such Receiver shall be deemed the agent of the Mortgagor, and the Mortgagor shall be solely responsible for the acts or defaults of the Receiver and the Receiver shall have power to demand, recover and receive all the income of the Lands of which he may be appointed Receiver by action, distress or otherwise, either in the name of the Mortgagor or the Mortgagee, and give effectual receipts therefor and every such Receiver may by writing, at the discretion of the Mortgagee, be vested with any or all of the powers and discretions of the Mortgagee herein contained and such Receiver may complete or carry on the business of the Mortgagor relating to the Lands or any part thereof; AND if the Receiver is removed, dies, refuses to act or becomes incapable of acting, a new Receiver may be appointed from time to time by the Mortgagee by writing under the hand of any authorized solicitor or agent as aforesaid; AND the Mortgagee may from time to time fix the remuneration of every such Receiver and may recompense every such Receiver for all disbursements properly incurred by him in carrying out his duties and his fees, including costs as between solicitor and client, and such payments, shall be payable on demand, shall bear interest at the rate specified herein and shall, together with interest thereon, be a charge upon the Lands, but the Mortgagee shall not be deemed to be a mortgagee in possession and shall not be accountable except for the monies actually received by it and the person paying money to or in any way dealing with the Receiver shall not be concerned to inquire whether any case has happened to authorize the Receiver to act and that, subject to the retention of his remuneration and disbursements as aforesaid, the Receiver shall apply all monies received by him in such manner and in such order or priority as the Mortgagee may, from time to time at its option, direct in writing, and shall pay the residue, if any, of the money received by him to the person who, but for the possession of the Receiver, would be entitled to receive the income of which he is appointed Receiver;

- (f) in any action, suit or proceeding for enforcing this mortgage, or to recover payment of the monies hereby secured, or for the sale, foreclosure or obtaining possession of the Lands, or any part thereof, service of any notice, originating notice, statement of claim, order of court, or of a judge, or of any legal or other proceedings by this mortgage, or by any statute, ordinance, rule, order or practice required to be given or served, may at the option of the Mortgagee be effected by posting up a copy of such notice, originating notice, statement of claim, order or legal proceedings on the Lands, if unoccupied, or by leaving any such copy with any adult person in occupation of the Lands, or by telex or by mailing any such copy to the Mortgagor at its registered office in the Province of Alberta and such notice or service shall be in lieu of and shall have the same effect and be taken as personal notice or service, any statute, ordinance, order, rule or practice to the contrary notwithstanding; any such notice, originating notice, statement of claim, order or legal proceedings, if delivered, shall be deemed given upon the date of delivery, if telexed, shall be deemed to have been received on the next business day and if mailed, shall be deemed to have been received on the third business day after the day of mailing;
- (g) if the said principal sum or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except upon the payment of three (3) months' interest on the same, at the rate of interest herein specified, and should the Mortgagee accept the said principal sum or any part thereof after maturity without receipt of three (3) months' interest,

the acceptance by the Mortgagee of such payment or payments shall not operate as a waiver of the benefit of this clause.

15. That if the Mortgagor shall commit an act of bankruptcy within the meaning of the *Bankruptcy And Insolvency Act*, become bankrupt or insolvent or shall be subject to the provisions of the *Bankruptcy And Insolvency Act*, the *Companies Creditors Arrangement Act*, the *Winding Up and Restructuring Act* or any other Act for the benefit of creditors or relating to bankrupt or insolvent debtors or go into liquidation either voluntarily or under an order of court of competent jurisdiction or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency, same shall constitute a breach of covenant pursuant to this mortgage.
16. That the Mortgagor shall not be entitled to receive a discharge of this mortgage and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee together with all legal and other expenses for the preparation and execution of such discharge, which shall be prepared by the solicitors for the Mortgagee at the Mortgagor's expense, and the Mortgagee shall have a reasonable time after receipt of payment in full within which to have such discharge prepared and executed.
17. That:
 - (a) the Mortgagor shall during the continuance of this mortgage, maintain proper records and books of account with respect to the revenues and expenditures in relation to the Lands, permit the Mortgagee or any person appointed by the Mortgagee for that purpose to examine such records and books at all reasonable times and to make copies of extracts therefrom; and give to the Mortgagee all information with regard to the revenues and expenditures in relation to the Lands which the Mortgagee may reasonably require; PROVIDED FURTHER, that the Mortgagor will, upon receiving notice from the Mortgagee (such notice to be given not more often than once each year), prior to the expiration of seven (7) days from the date of such notice, sign and transmit to the Mortgagee a true and correct statement of such revenues and expenditures or other reasonable information which the Mortgagee may require with regard to the Lands and if requested by the Mortgagee, the Mortgagor will verify such statement in such manner as the Mortgagee may reasonably require; and
 - (b) in addition to the foregoing, the Mortgagor shall provide to the Mortgagee, at the Mortgagor's sole cost and expense, not later than one hundred twenty (120) days following the Mortgagor's fiscal year-end, annual financial statements relating to the Mortgagor's business operations for that fiscal year, together with current annual operating statements and a current rent roll relating to the operation of the Lands. Further, the Mortgagor shall provide, or cause to be provided, to the Mortgagee, at the Mortgagor's sole cost and expense, not later than one hundred twenty (120) days following the fiscal year-end of any guarantor hereof, annual financial statements relating to such guarantor. Such financial statements are to be prepared by an independent chartered accountant who is a member in good standing of a recognized institute of chartered accountants, are to include a balance sheet, statement of income and statement of application of funds (as such statements are defined by such institute) and are to be in a form acceptable to the Mortgagee. The operating statements and

rent roll are to be in a form acceptable to the Mortgagee and are to be certified by an officer of the Mortgagor as to accuracy. In the event the annual financial statements, operating statements or rent roll are not received within the stipulated period or are insufficient for the purposes of the Mortgagee, the Mortgagee shall have the right on seventy-two (72) hours' notice, to have its own auditors examine the Mortgagor's or guarantor's financial records and expense statements, at the Mortgagor's expense.

18. That:

- (a) the Mortgagor acknowledges that it is fully aware of the meaning of Section 49 of the *Expropriation Act*, Chapter E-13, R.S.A. 2000, and being fully aware that under the terms of the said Act the Mortgagee may otherwise be restricted to recovering the market value of this mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of Section 49 of the *Expropriation Act* insofar as they relate to such restriction and further waives any provisions which may be enacted and in force from time to time in replacement or in addition to such provisions of the said Section 49 of the *Expropriation Act*;
- (b) in the event of the expropriation of the Lands, the whole of the principal sum, interest and all other monies hereby secured shall become due and payable immediately in like manner and to all intents and purposes as if the time herein mentioned for payment of such monies had fully come and expired and the Mortgagor agrees to pay all monies outstanding pursuant to the mortgage as follows:
 - (i) by payment to the Mortgagee by the expropriating authority of the market value of this mortgage;
 - (ii) in the event that the market value of this mortgage is less than the principal sum, interest and other monies hereby secured at the date of expropriation, by payment to the Mortgagee by the Mortgagor of that portion of any proceeds which may become due and payable to the Mortgagor by an expropriating authority for the expropriation of its interest in the Lands which is equal to the difference, if any, between the outstanding balance secured by this mortgage at the date of expropriation and the market value of this mortgage and in order to effect such payment, the Mortgagor hereby assigns to the Mortgagee the said portion of its expropriation proceeds; PROVIDED HOWEVER that, in the event the outstanding balance secured by this mortgage at the date of expropriation exceeds the aggregate of the market value of this mortgage and the aforesaid expropriation proceeds payable to the Mortgagor by an expropriating authority, then the Mortgagor shall forthwith pay to the Mortgagee the remaining outstanding balance pursuant to this mortgage;
- (c) where a portion of the Lands is expropriated, in addition to receiving any compensation to which it is entitled pursuant to the provisions of the *Expropriation Act* or any legislation passed in substitution or replacement thereof, if the remaining portion of the Lands is, in the opinion of the Mortgagee, insufficient security for the outstanding principal sum, interest and other monies hereby secured at the date of expropriation, then, at the option of the Mortgagee, the whole of the principal sum, interest and other monies hereby secured shall immediately become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such monies had fully come and expired;

- (d) the Mortgagor shall forward to the Mortgagee, copies of any documentation relating to an expropriation or a proposed expropriation of the Lands or any portion thereof, forthwith upon receipt of the said documentation by the Mortgagor;
 - (e) the Mortgagor shall execute and deliver any further or additional documentation which the Mortgagee in its sole discretion deems necessary to effect the above assignment, or which is requested by the expropriating authority; and
 - (f) for the purposes of this clause, "market value of this mortgage" means the market value as determined in accordance with the *Expropriation Act* or any legislation passed in substitution or replacement thereof and the "expropriating authority" means the Crown or any individual or entity empowered to acquire lands by expropriation pursuant to the provisions of the *Expropriation Act*, Chapter E-13, R.S.A. 2000, as amended from time to time.
19. That the Mortgagee shall not be deemed a mortgagee in possession by reason of the exercise by it of any of the rights or remedies herein granted or reserved.
20. That:
- (a) the Mortgagor has a good title to the Lands;
 - (b) the Mortgagor has the right to mortgage the Lands;
 - (c) on default the Mortgagee shall have quiet possession of the Lands, free from all encumbrances;
 - (d) the Mortgagor will execute such further assurances of the Lands as may be requisite;
 - (e) the Mortgagor has done no act to encumber the Lands.
21. That the Mortgagor is aware of the provisions of the *Law of Property Act*, Chapter L-7, R.S.A. 2000, as amended, and hereby waives the provisions thereof and of any legislation passed in substitution or replacement thereof to the extent that such legislation limits the remedies of the Mortgagee pursuant to this mortgage and the Mortgagor expressly agrees with the Mortgagee that, in the event of any default in the payment of any monies secured hereunder or otherwise howsoever and/or in any other security held by the Mortgagee, then, except to the extent that applicable legislation prohibits the same and that the provisions of such legislation cannot be waived, the Mortgagee may proceed against the Mortgagor upon its covenant for payment, in accordance with the terms hereof, whether or not the Lands have been transferred or sold or otherwise disposed of and may realize on any and all securities held by it, simultaneously or otherwise, as it in its absolute discretion may decide.
22. That no remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or under any security collateral hereto or now or hereafter existing at law or in equity or by statute. Every power and remedy given by this

mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee.

23. That the permitting of or the acquiescence in the non-performance or non-observance of or the extension of time for the performance of any of the covenants, agreements, stipulations or provisos in this mortgage expressed or implied or the acceptance by the Mortgagee of any payment subsequent to any default shall not be or constitute any waiver of or cure any continuing or subsequent default, and shall not justify any default or delay on any other occasion and no waiver shall be inferred from or implied by anything done or omitted by the Mortgagee, save only by express agreement under seal.

24. That:

- (a) subject to the qualifications hereinafter set out, the Mortgagor shall have the right during the term of this mortgage, but not during any renewal hereof, to prepay on the Prepayment Date (as hereinafter defined), all, but not less than all, of the principal sum hereby secured so long as:

(i) the Interest Adjustment Date precedes the Prepayment Date; and

(ii) the Mortgagor pays to the Mortgagee, on the Prepayment Date:

the principal sum outstanding, all accrued interest thereon and all other sums secured hereby, together with a bonus being the greater of **three (3) months interest** on the principal sum at the mortgage rate and the difference between:

(iii) the Present Value (as hereinafter defined) of:

- (1) the remaining monthly principal and interest payments that would otherwise have been payable on the principal sum, from the Prepayment Date to the original maturity date hereof; plus
- (2) the principal sum that, but for the prepayment, would have been payable as at the original maturity date hereof (assuming that all payments would have been made on the due dates);
- (3) all as discounted at the Discount Rate (as hereinafter defined), calculated semi-annually and not in advance; and

(i) the principal sum outstanding as at the Prepayment Date;

(b) in this clause

"Business Day" – means any day other than a Saturday, Sunday or statutory holiday in the Provinces of Alberta or Alberta;

"Calculation Date" – means three (3) Business Days prior to the Prepayment Date;

"Discount Rate" – means the interest rate equivalent to the yield (converted to a semi-annual compounding equivalent if necessary) at the close of business on the Calculation Date, on a Government of Canada Bond or Treasury Bill maturing on the same date as the original maturity date hereof. If no such Government of Canada Bond or Treasury Bill exists, the Discount Rate shall be the yield on the Government of Canada Bond or Treasury Bill maturing closest to, but prior to, the original maturity date hereof. Further, in no event shall the Discount Rate (converted to a semi-annual compounding equivalent) however exceed the interest rate applicable hereunder;

"Prepayment Date" – means that date being ten (10) Business Days following receipt by the Mortgagee of a written notice from the Mortgagor advising of its intention to prepay the principal monies secured hereby;

"Present Value" – means as at the Prepayment Date, the sum of the discounted values of the future stream of payments determined by discounting the future payments in accordance with accepted financial practices.

- (c) in the event that the Mortgagor provides a written notice to prepay as herein contemplated and then fails to pay all of the required sums on the required date, the rights of prepayment herein contained shall be at an end and of no further force or effect.
- (d) the notice to be given by the Mortgagor to the Mortgagee pursuant to this clause 24 shall be given by personal delivery, to the address set out below, or to such other address as the Mortgagee shall advise, and shall be deemed to be received on the date of delivery:

PMIC I INVESTMENTS LTD.
Suite 910, 906-12th Ave S.W.
Calgary, Alberta
T2R 1K7

Attention: Chitra Chandran

- 25. That for better securing the punctual payment of the principal sum, interest and other monies hereby secured, the Mortgagor hereby attorns to and becomes tenant at will to the Mortgagee of the Lands at a monthly rental equivalent to the total of the payments pursuant to this mortgage required in each month (including any portion of Taxes payable monthly), the same to be paid on each day appointed for the payment of instalments, and if any judgment, execution or attachment shall be issued against any of the Mortgagor's goods or lands, or if the Mortgagor shall become insolvent or bankrupt, or commit an act of bankruptcy within the meaning of the *Bankruptcy And Insolvency Act*, or shall take the benefit of any statute relating to bankrupt or insolvent debtors, then such rental shall, if not already payable, be payable immediately thereafter; and the legal relationship of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor; provided that the Mortgagee may, at any time after default in performance of the Mortgagor's covenants herein undertaken, or any of them, enter upon the Lands, or any part thereof without giving the Mortgagor any notice to quit, but the Mortgagee shall not be liable to account to the Mortgagor for any monies except those actually received by it.

26. That if any term, covenant or condition of this mortgage or the application thereof to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the remainder of this mortgage or the application of such term, covenant or condition to persons or circumstances other than those with respect to which it is held invalid, unenforceable or illegal shall not be affected thereby and shall continue to be applicable and enforceable to the fullest extent permitted by law.
27. That the terms of repayment of and the rate of interest payable under this mortgage may be varied, extended, increased or decreased or otherwise amended as the Mortgagee and the then registered owner(s) of the Lands may determine and agree in writing, from time to time and whether before, as at, or after the then maturity date of this mortgage, and whether by way of extension or renewal, without notice to, or the consent of, any but the then registered owner(s) of the Lands, and all of the same without prejudice to the rights of the Mortgagee against either the initial Mortgagor hereunder or any other person(s) liable for the payment of the monies secured by this mortgage; further any alteration aforesaid may but need not be registered against the Lands and whether or not so registered, this mortgage, as so altered, shall rank in priority to any and all interests registered against the Lands subsequent to the registration of this mortgage as if and to the extent that said alteration had been registered before the registration of any of said subsequent interests.
28. That it is further stipulated, provided and agreed that in the event that the Lands at any time during the currency hereof, with the consent of the Mortgagee, constitute units in a condominium:
- (a) reference in this clause to the "Act" shall mean the *Condominium Property Act*, Chapter C-22, R.S.A. 2000, as amended or such similar or succeeding statute as is from time to time in force;
 - (b) the Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will observe and perform each and every one of the covenants and provisions required to be observed and performed under or pursuant to the terms of this mortgage, and the By-Laws of the Condominium Corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the condominium unit(s) being charged by this mortgage (hereinafter called the "Condominium Corporation"), and any amendments thereto;
 - (c) without limiting the generality of the foregoing sub-clause (b) the Mortgagor covenants to pay promptly when due any and all unpaid assessments, instalments, levies or other payments due to the Condominium Corporation by the Mortgagor as owner of the condominium unit(s);
 - (d) the Mortgagor further covenants and agrees that should the Mortgagor default in its obligation to contribute to the common expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or fail to pay any assessment, instalment, levy or other payment due to the Condominium Corporation when due, or breach any covenant or provision hereinbefore set out, including those covenants in sub-clause (b) hereof, the Mortgagee, notwithstanding any action or proceeding taken or to be taken by the

Condominium Corporation may, at its option and without notice to the Mortgagor, deem this mortgage to be in default and proceed to exercise its rights herein;

- (e) upon default by the Mortgagor and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments, levies or other payments due to the Condominium Corporation or the Mortgagee arising under any of the sub-clauses in this clause contained;
 - (f) all assessments, instalments and payments required to be paid by the Mortgagor under any of the sub-clauses in this clause contained shall, if paid by the Mortgagee be repaid by the Mortgagor to the Mortgagee on demand, and if not demanded or if not paid forthwith on demand, shall bear interest at the same rate and calculated as hereinbefore set out, until paid, and shall be a charge on the Lands;
 - (g) the Mortgagor hereby assigns, transfers and sets over unto the Mortgagee any and all of the Mortgagor's rights to vote that may exist or may come into existence in respect of the Condominium Corporation or the Lands, whether such voting rights arise pursuant to the Act, or by the By-Laws of the Condominium Corporation or any agreement with the Condominium Corporation, PROVIDED THAT in the event that the Mortgagee is either not present in person or by proxy, or if present does not wish to vote, then the Mortgagor may exercise the voting right without further authority. The Mortgagor covenants and agrees to execute all such documents and do all such further acts as may be necessary to give effect to this assignment of voting rights;
 - (h) the Mortgagor hereby waives its right to make an application to the Court of Queen's Bench for a scheme of settlement pursuant to Section 59 of the Act, and covenants and agrees not to make any such application unless authorized in writing by the Mortgagee.
29. That every part, lot or condominium unit into which the Lands are or hereafter may be divided does and shall stand charged with the whole of the monies hereby secured and no person shall have any right to require the monies hereby secured to be apportioned on or in respect of any such part, lot or condominium unit.
30. That the Mortgagor further represents, warrants and agrees that:
- (a) to the best of its knowledge, neither the Mortgagor, nor any other person, has ever caused or permitted any Hazardous Materials (as hereinafter defined) to be placed, stored, located, processed or disposed of on, under or at the Lands and that its business and assets are operating in compliance with applicable laws intended to protect the environment (including without limitation laws respecting the disposal or emission of Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and will continue to so operate. Further, the Mortgagor shall permit the Mortgagee (or its agent) to conduct inspections and appraisals of all or any of its records, business and assets, including the Lands, at any time, which permission shall include the right to enter upon the Lands to conduct any environmental testing, site assessment or study deemed necessary by the Mortgagee and all monies expended by the Mortgagee for such purpose (acting reasonably) shall be payable, shall bear interest and shall be secured as specified in clause 10 hereof.

Additionally, in exercising the aforesaid powers, neither the Mortgagee, nor its agent, shall be deemed to be in possession, management or control of the Lands;

- (b) the Mortgagor will promptly notify the Mortgagee in writing should it become aware of any new or pre-existing Hazardous Materials or environmental hazard involving the Lands or properties in the vicinity thereof. Further, the Mortgagor covenants to take all commercially reasonable necessary steps to ensure that the Lands remain free from Hazardous Materials and specifically covenants and agrees that upon becoming aware of Hazardous Materials in concentrations or amounts that exceed provincial government guidelines on, under or at the Lands, it will, within a reasonable period of time thereafter, undertake the necessary remediation of same, to the satisfaction of the Mortgagee, acting reasonably; and
- (c) the Mortgagor will not permit any use of the Lands in contravention of any existing or future environmental legislation or regulations. With respect to occupancy of the Lands by the Mortgagor or any tenant, no activity involving the placement, storage, locating, processing or disposal of Hazardous Materials shall be permitted, unless the prior written consent of the Mortgagee shall have been obtained.

For the purposes of this mortgage, "Hazardous Materials" means any hazardous substances or any pollutant or contaminant, toxic or dangerous waste, substance or material (including, without limitation, asbestos, urea formaldehyde, polychlorinated by-phenyls or products treated with polychlorinated by-phenyls, radioactive substances or any other substance which has been determined by any government authority having jurisdiction, including the Workers' Compensation Board, to be injurious to human life or health), natural or man made, dangerous to public health, timber, crops, animals, water supplies or soil quality.

In the event of the breach of any of the representations, warranties or agreements in this clause contained, same shall constitute a breach of covenant pursuant to this mortgage.

- 31. That in the event of the Mortgagor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of all or any part of the mortgaged premises to a purchaser or transferee pursuant to an agreement not firstly approved in writing by the Mortgagee, or, in the event that there is a sale or sales which results in a transfer of the legal or beneficial interest of a majority of the shares in the capital of the Mortgagor or there is a change in the effective control of a majority of the voting shares in the capital of the Mortgagor, all monies hereby secured together with accrued interest thereon shall immediately become due and payable at the Mortgagee's option and sole discretion.
- 32. That the benefit of all or part of the Mortgagee's rights under this mortgage, or any interest in or power relating to all or part of the Mortgagee's rights under this mortgage, or under any existing or future security, guarantee or other right relating to the subject matter of this mortgage, may be transferred or otherwise dealt with, free from any set-off, counterclaim or other equity or claim. Any information received or otherwise known by the Mortgagee may be disclosed to others. Everything to facilitate a transfer or dealing that may be requested in writing will be done at the expense of the person making the request. If a transferee of all or part of the Mortgagee's rights agrees to assume any

obligations of the Mortgagee relating to those rights, the Mortgagee will be released from liability for the obligation.

33. That in the event that management of the Lands becomes unsatisfactory, in the Mortgagee's reasonably held opinion, the Mortgagee may, after giving the Mortgagor thirty (30) days to correct any deficiency, terminate the contract of any existing manager, if need be and appoint alternate management to its satisfaction, with all costs in that regard being borne by the Mortgagor. The Mortgagor hereby grants a power of attorney in favour of the Mortgagee, irrevocable until the sums hereby secured are repaid, to terminate or enter into a new contract of management, as the case may be, on behalf of the Mortgagor. The Mortgagor appoints the Mortgagee as its exclusive agent for such purposes and agrees to be irrevocably bound by any exercise thereof.

34. That the Mortgagor further represents, warrants and agrees that:

- (a) to the best of its knowledge, the improvements on the Lands currently have no material structural or mechanical deficiencies, being defined as deficiencies for which the cost of their repair would be in excess of five (5%) per cent of the current value of the said improvements; and
- (b) the Mortgagor shall forthwith during the term hereof (including any extensions) take all steps necessary from time to time to ensure that the building components and mechanical systems for the improvements to the Lands are well maintained to the standards of a prudent owner of property of similar quality to the Lands. Further, the Mortgagor shall permit the Mortgagee (or its agent) to enter the Lands at reasonable times to inspect the said improvements.

In the event of a breach of any of the representations, warranties or agreements in this clause contained, or in the event of any material structural or mechanical deficiencies to the said improvements arising during the term hereof (including any extensions) which the Mortgagor fails to take reasonable commercial steps to repair, same shall constitute a breach of covenant pursuant to this mortgage.

35. That during the term hereof, together with any extensions thereto, the Mortgagor shall provide the Mortgagee, within thirty (30) days of completion, and in respect of tenants occupying twenty (20%) per cent or more of the net rentable area of the improvements located on the Lands or paying twenty (20%) per cent or more of the gross income derived from the Lands, copies of all lease renewals or leases (for new or replacement tenants of the Lands), together with executed Estoppel Certificates and Acknowledgement, Attornment and Non-Disturbance Agreements in the Mortgagee's standard form.
36. That if the Mortgagor defaults in the payment of any amount due under any charge or encumbrance having priority over this mortgage or defaults in the observance or performance of any provisions thereof, same shall constitute a breach of covenant pursuant to this mortgage.
37. That the mortgage and charge of this mortgage extends to and charges all easements, rights-of-way and restrictive covenants benefiting the Lands and now or hereafter

existing and the Mortgagor agrees to grant to and in favour of the Mortgagee all such instruments, assurances and conveyances as the Mortgagee may reasonably require to better secure the benefits and rights to the same in favour of the Mortgagee. Nothing herein shall make the Mortgagee liable or responsible for (nor shall the Mortgagee be liable or responsible for) any obligations under any easement, right-of-way or restriction of any kind, whether benefiting or a burden upon the Lands.

- 38. The Mortgagor to provide **Twelve (12)** posted dated cheques at the time of closing. There will be an additional fee of **\$35.00** for any NSF Cheques and **\$100.00** for any late cheques.

AND for the better securing to the Mortgagee repayment in the manner aforesaid of the principal sum, interest and other monies secured hereby, the Mortgagor **HEREBY MORTGAGES** to the Mortgagee all of the Mortgagor's estate and interest in the Lands.

Wherever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party, all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage shall be jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained; and the covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

IN WITNESS WHEREOF the Mortgagor has executed this mortgage this 28 day of February, 2007.


Witness


Sukhwant Shergill

AFFIDAVIT OF EXECUTION


CANADA
PROVINCE OF ALBERTA
TO WIT

I, **Chitra Chandran**, of the City of Calgary, in
the Province of Alberta, MAKE OATH AND
SAY THAT:

I was personally present and did see **Sukhwant Shergill**, named in the annexed
Instrument, who is personally known to me to be the person named therein, duly sign and
execute the same for the purpose named therein.

1. The same was executed at the City of Calgary, in the Province of Alberta,
and that I am the subscribing witness thereto.
2. I know the said person and she is in my belief of the full age of eighteen
years.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta, this
28 day of February, 2007


A Commissioner for Oaths in and for the
Province of Alberta
Tanya Joanne Brown
Expires: September 12, 2007

)
)
) 
) **Chitra Chandran**
)
)



071155080 REGISTERED 2007 03 31

MORT - MORTGAGE

DOC 3 OF 3 DRR#: 3965502 ADR/PFLAROW

LINC/S: 0019779454

B-5

Exhibit "D"



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Sukhwant Shergill
1638 10 Ave SW
Calgary, AB T3C 0J5

25 September 2012

Dear Sir:

**Re: The Receivership Proceedings of Platinum Investment Trust ("PIT")
Court File No. 1101-09473**

On June 5, 2012, Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of PIT by Order of the Court of Queen's Bench of Alberta (the "Court"). A copy of the Receivership Order is enclosed for your reference.

On August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, *inter alia*, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A copy of the Property Order is enclosed for your reference.

Pursuant to the Receivership Order, the Receiver is entitled to access to any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of PIT and/or the Property (the "Records"). In particular, we note you are the mortgagee in respect of loans secured by the property municipally known as 2848 - 85th Street (the "Loan").

We require access to any and all Records in respect of the Property immediately; please provide all Records as soon as possible. In particular, please provide Records and /or answers to the following queries within the next five business days:

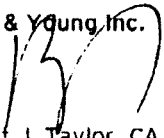
1. A full accounting of all Loan and/or mortgage payments received from the inception of the Loan/ mortgage to date, including all particulars in relation to the disbursements of any Loan/ mortgage proceeds;
2. Confirmation of current monthly payments in respect of the Loan and or Property, including amounts and identity of party making/receiving any payment(s) pursuant to the Loan/ mortgage agreement(s); and

If you have any questions please do not hesitate to contact Neil Honess on 403.206.5003.

Thank you for your attention to the above.

Yours very truly,

Ernst & Young Inc.


Robert J. Taylor, CA, CIRP
Encl.



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Sukhwant Shergill
1638 10 Ave SW
Calgary, AB T3C 0J5

9 October 2012

Platinum Investment Trust ("PIT") - In Receivership
Court File No. 1101-09473

Dear Madam:

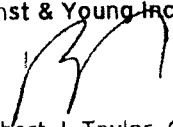
We reply in response to the voicemail left by Mr. Shergill and further to our letter dated September 25, 2012. Unfortunately, the contact number given does not appear to be a working number.

Please contact Neil Honess on 403.206.5003 at your earliest convenience to discuss this matter further.

Thank you for your attention to the above.

Sincerely,

Ernst & Young Inc.



Robert J. Taylor, CA, CIRP



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Sukhwant Shergill
1638 10 Ave SW
Calgary, AB T3C 0J5

23 October 2012

Platinum Investment Trust ("PIT") - In Receivership
Court File No. 1101-09473

Dear Madam:

We write with reference to our letter of 9 October 2012 to which we have not yet received a response.

For the avoidance of doubt, on August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, inter alia, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A further copy of the Property Order is enclosed for your reference.

Included within the Property Order is the loan from PMIC I to yourself in respect of 2848 85th Street SW, Calgary. It is imperative that you contact Neil Honess on 403.206.5003 without any further delay to provide any and all information in respect of the this loan, specifically the information requested in our letter of September 25, 2012.

Thank you for your attention to the above.

Sincerely,

Ernst & Young Inc.


Robert J. Taylor, CA, CIRP

Encl.



Ernst & Young Inc.
Ernst & Young Tower
1000, 440 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
Tel: 403 290 4100
Fax: 403 290 4265
ey.com/ca

Sukhwant Shergill
1638 10 Ave SW
Calgary, AB T3C 0J5

November 5, 2012

Via Courier

**Platinum Investment Trust ("PIT") – In Receivership
Court File No. 1101-09473**

Dear Madam:

We write with reference to our letters of 9 and 23 October 2012 to which we have not yet received a response.

For the avoidance of doubt, on August 30, 2012, the Receiver obtained an order from the Court of Queen's Bench confirming the Property (as defined by the Receivership Order) to include, inter alia, a number of loans and mortgages as set out in the Schedule "A" to that Order (the "Property Order"). A further copy of the Property Order is enclosed for your reference.

Included within the Property Order is the loan from PMIC I to yourself in respect of 2848 85th Street SW, Calgary. It is imperative that you contact Neil Honess on 403.206.5003 without any further delay to provide any and all information in respect of the this loan, specifically the information requested in our letter of September 25, 2012.

Thank you for your attention to the above.

Sincerely,

Ernst & Young Inc.


Robert J. Taylor, CA, CIRP
Senior Vice President

Encl.

Exhibit "E"

Platinum INVESTMENT
TRUST
Securing Your Financial Success

May 30th, 2012

Attn: Sukhwant Shergill

Re: 2848-85th Street S.W., Calgary, Alberta (Plan 3530AK, Block D, Lot 14).

This is to confirm the settlement agreement we have negotiated for the above mentioned property in the amount of \$350,000.00.

Please make the cheque payable to Accretive Asset Management in care of Platinum Investment Trust.

Please do not hesitate to contact us, should you have any further questions or concerns.

Regards,

Chitra Chandran

910 – 906 12th Avenue S.W. Calgary, Alberta T2R1K7
Tel: 403.282.2601 Fax: 403.210 3108

PROMINENT HOMES LTD.

22076

5-31-12 May 31 /12

316103.08

.00

.00

316103.08

Per 2848-85th Street SW. Average.

5-31-12

22076

316103.08

.00

.00

316103.08

22076



1638 - 10th AVENUE S.W.
CALGARY, AB T2C 0J5
PHONE (403) 338-1313

ROYAL BANK OF CANADA
1778 NORTH SAKINAVAT DRIVE N.W.
CALGARY, AB T2C 5K2

pay: ***Three hundred sixteen thousand one hundred three dollars and 08 cents

May 31, 2012

22076 *****316,103.08

The
ORDER
OF
Recreative Asset Management
Corporation.
Suite 910-906 - 12th Avenue SW
Calgary, ALTA T2R 0M4



PER 

PROMINENT HOMES LTD.

⑆022076⑆ ⑆01659⑆003⑆ 103⑆299⑆4⑆

PROMINENT HOMES LTD.

22076

PROMINENT HOMES LTD.

22075

5-31-12 May 31/12

33896.92

.00

.00

33896.92

Re: 2848 - 8511 Street SW. Arroyo.

5-31-12

22075

33896.92

.00

.00

33896.92

22075



1638 - 10th Avenue SW
CALGARY, AB T2C 0L5
PHONE: (403) 388-1313

ROYAL BANK OF CANADA
17-128 NORTHPOINT DRIVE NW
CALGARY, AB T2K 3K2

pay: *****Thirty-three thousand eight hundred ninety-six dollars and 92 cents

May 31, 2012

22075 \$*****33,896.92

PROMINENT HOMES LTD.

The
ORDER
OF

Accretive Asset Management
Corporation.
Suite 910-906 - 12th Avenue SW
Calgary, ALTA T2R 0M4



PER

⑆022075⑆ ⑆01659⑆003⑆ ⑆03⑆299⑆1⑆

PROMINENT HOMES LTD.

22075

Exhibit "F"

Kennedy, Robert

From: cleggatt@securities-lawyers.com
Sent: Tuesday, November 13, 2012 4:00 PM
To: Neil.Honess@ca.ey.com; Craig Leggatt
Cc: Lindsay, Matthew; Kennedy, Robert; Bob.Taylor@ca.ey.com
Subject: Re: Platinum Investment Trust - In Receivership

Hi Neil,

As I explained to Robert last week unexpectedly last week with regard to looking after my elderly mom (and dad).

I returned home late last night. @lease let me know what time is good for a call tomorrow morning?
Regards,

Craig Leggatt
Wolff Leia, Barristers & Solicitors
cleggatt@securities-lawyers.com
403.265.7533 (w)
403.560.3820 (c)

This e-mail may contain information that is privileged, confidential and/or exempt from disclosure. No waiver whatsoever is intended by sending this e-mail which is intended only for the named recipient(s). Unauthorized use, dissemination or copying is prohibited. If you receive this email in error, please notify the sender and destroy all copies of this e-mail.

From: Neil.Honess@ca.ey.com
Date: Tue, 13 Nov 2012 17:54:42 -0500
To: <cleggatt@securities-lawyers.com>
Cc: <matt.lindsay@fmc-law.com>; Robert Kennedy<Robert.Kennedy@FMC-Law.com>; <Bob.Taylor@ca.ey.com>
Subject: Platinum Investment Trust - In Receivership

Craig

We understand you are the solicitor for PMIC I Investments Ltd., PMIC II Investments Ltd., Accretive Asset Management Corp., Platinum Equities Inc., and Platinum General Partner Corp. As you aware, Ernst & Young Inc. (the "Receiver") has been appointed receiver of Platinum Investment Trust and those loans/mortgages (the "Loans") attached as Schedule "A" to an Order granted by the Court on August 30, 2012 (both of which you have seen). The Receiver requires all information / documentation relating to the Loans. This information is not contained in the Grant Thornton materials and your clients must have documentation relating to the Loans. By way of an example, attached is information that the Receiver obtained in relation to Loan 10. Here, PMIC I was the lender. It appears this loan was repaid but was oddly repaid to Accretive. This was repaid in May 2012 and these loan proceeds need to be located.

Again, the Receiver requires all information / documentation relating to the Loans. Time is of the essence and if the Receiver does not receive this information / documentation in the immediate future, it will have no alternative but seek the appropriate relief.

Regards

Neil



Neil Honess | Senior Manager | Transaction Advisory Services

Ernst & Young Inc.
Ernst & Young Tower, 1000, 440 2nd Avenue S.W., Calgary, AB T2P 5E9 Canada
Phone: +1 403 206 5003 | Fax: +1 403 290 4265
EY/Comm: 1664663 | Neil.Honess@ca.ey.com
ey.com/ca

This message (including any attachments) is CONFIDENTIAL and may be PRIVILEGED. If you are not an intended recipient you are hereby notified that any distribution, copying or use by you of this information is strictly prohibited. If you have received this message in error please immediately notify the sender and delete all copies of this information from your system. // L'information contenue dans le présent courriel (y compris les pièces jointes, le cas échéant) est CONFIDENTIELLE et peut être PRIVILÉGIÉE. Si vous n'êtes pas le destinataire prévu, vous êtes par la présente avisé(e) que toute diffusion, copie ou utilisation de ladite information est strictement interdite. Si vous avez reçu cette communication par erreur, veuillez nous en aviser immédiatement en répondant à l'expéditeur et effacer de votre ordinateur toute trace de cette information.

Any U.S. tax advice contained in the body of this e-mail was not intended or written to be used, and cannot be used, by the recipient for the purpose of avoiding penalties that may be imposed under United States federal, state or local tax law. // Tout conseil de fiscalité américaine contenu, le cas échéant, dans le présent courriel ne visait pas à éviter des pénalités pouvant être imposées en vertu des lois fiscales fédérales, étatiques ou locales des États-Unis, n'a pas été rédigé dans ce but et ne doit pas être utilisé à cette fin par le destinataire.

Exhibit "G"

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2012/11/15
Time of Search: 01:30 PM
Search provided by: ELDOR-WAL REGISTRATIONS (1987) LTD

Service Request Number: 18833917
Customer Reference Number:

Corporate Access Number: 2013669847
Legal Entity Name: ACCRETIVE ASSET MANAGEMENT CORP.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2007/12/04 YYYY/MM/DD

Registered Office:

Street: 4500, 855 - 2ND STREET S.W.
City: CALGARY
Province: ALBERTA
Postal Code: T2P 4K7

Directors:

Last Name: CHANDRAN
First Name: SHARIFF
Street/Box Number: 910, 906 - 12 AVENUE SW
City: CALGARY
Province: ALBERTA
Postal Code: T2R 1K7

Voting Shareholders:

Last Name: CHANDRAN
First Name: CHITRA
Street: 35 ARBOUR BUTTE WAY N.W.

City: CALGARY
Province: ALBERTA
Postal Code: T3G 4L8
Percent Of Voting Shares: 15

Last Name: CHANDRAN
First Name: SHARIFF
Street: 627 ARBOUR LAKE DRIVE N.W.
City: CALGARY
Province: ALBERTA
Postal Code: T3G 4T7
Percent Of Voting Shares: 85

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE RE AUTHORIZED SHARES
Share Transfers SEE ATTACHED SCHEDULE RE SHARE TRANSFER
Restrictions: RESTRICTIONS
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE RE OTHER PROVISIONS

Holding Shares In:

Legal Entity Name
QUALIA MANAGEMENT SERVICES INC.
PLATINUM LANDS CORP.
PLATINUM 5 ACRES AND A MULE INC.
1350045 ALBERTA LTD.
1376261 ALBERTA LTD.
1407344 ALBERTA LTD.
GLENMORE & CENTRE RETAIL GP LTD.
FISH CREEK WEST INVESTMENTS GP LTD.
PLATINUM MEZZANINE FUND GP INC.

Other Information:**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2010	2011/09/28

Outstanding Returns:

Annual returns are outstanding for the 2011 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/12/04	Incorporate Alberta Corporation
2011/04/06	Change Address
2011/09/28	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2012/03/15	Change Director / Shareholder

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/12/04
Restrictions on Share Transfers	ELECTRONIC	2007/12/04
Other Rules or Provisions	ELECTRONIC	2007/12/04

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.

