COURT FILE NUMBER

1303 15731

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

EDMONTON

PLAINTIFF

RIDGE DEVELOPMENT CORPORATION

DEFENDANT

1324206 ALBERTA LTD.

DOCUMENT

AFFIDAVIT OF JOHN BARATH

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Attention:

Kentigern A. Rowan, Q.C.

Stephanie A. Wanke

Ogilvie LLP

1400, 10303 Jasper Avenue Edmonton, AB T5J 3N6

Telephone: Fax:

(780) 429-6237 (780) 429-4453

File No.

59603.1/KAR

AFFIDAVIT OF JOHN BARATH Sworn on November 19, 2014

I, John Barath, of the City of Edmonton, Developer and Businessman of the Province of Alberta MAKE OATH AND SWEAR THE FOLLOWING:

- I am the sole director and shareholder of Ridge Development Corporation ("Ridge"). I have personal knowledge of the facts sworn herein except where stated to be based on information and belief, in which case I verily believe such statements to be true. A copy of a corporate search for Ridge is attached hereto as Exhibit "A".
- Ridge entered into a Partnership Agreement (the "Partnership Agreement") with Prairie Western Development Corp. ("Prairie Western") and White Castle Realty Investments Ltd. ("White Castle") on May 11, 2007. A copy of the Partnership Agreement is attached hereto as Exhibit "B". The partnership created pursuant to the Partnership Agreement was named Whitemud Heights (the "Partnership").
- At the time of entering into the Partnership Agreement, Prairie Western was wholly owned and controlled by Derek Prue. A copy of a historic corporate search is attached hereto as Exhibit "C".
- 4. On June 7, 2012, Derek Prue transferred ownership of Prairie Western from himself to himself in trust. I understand Derek Prue purports to hold these shares for a family trust.



- On September 29, 2014, Derek Prue transferred his shareholdings from himself in trust, to Shanel Prue, in trust. I understand that these shares are still purported to be held for a family frust.
- 6. Attached hereto and collectively marked as **Exhibit "D"** to this my Affidavit are a Service Request Summary and printouts from Alberta Corporate Registries showing:
 - a. On May 8, 2006, Derek Prue as the sole Director and Shareholder of Prairie Western;
 - b. On June 7, 2012, Derek Prue as the sole Director of Prairie Western and the sole shareholder, in trust;
 - c. On June 4, 2014, Allan Garber as the sole Director of Prairie Western and Derek Prue as the sole Shareholder, in trust;
 - d. On September 29, 2014, Allan Garber as the sole Director of Prairie Western and Shanel Prue as the sole Shareholder, in trust.
- 7. A copy of a current corporate search of Prairie Western is attached hereto as Exhibit "E".
- 8. Derek Prue has been petitioned into bankruptcy. A copy of the bankruptcy search showing the bankruptcy of Derek Prue is attached hereto as **Exhibit "F"**.
- 9. White Castle is owned and operated by 50% by George Shen and 50% by Manjinder Dhinsa. A copy of a current corporate search for White Castle is attached hereto as **Exhibit "G"**.
- 10. Pursuant to paragraph 7.5 of the Partnership Agreement, certain prior agreements were entered into by Prairie Western in trust for the Partnership.
- 11. One such agreement is the Master Development Agreement (the "Master Development Agreement") entered into between Prairie Western and Dean Alexander on May 7, 2007. Dean Alexander is the holder of the Certificate of Possession in respect of the lands upon which the Whitemud Heights condominium project (the "Project") is located.
- 12. The Master Development Agreement was amended on July 31, 2007. A copy of the Master Development Agreement is attached hereto as **Exhibit "H"** and the Amending Agreement is attached hereto as **Exhibit "I"**.
- 13. The Master Development Agreement provided for Dean Alexander to approve the head lease (the "Head Lease") between the Crown and the developer of the Project. The Master Development Agreement also provides for Dean Alexander's continued co-operation and assistance with respect to the Project.
- 14. The Head Lease contemplated by the Master Development Agreement was indeed entered into. As contemplated by the trust provision in the Partnership Agreement, the Head Lease

was entered into between the Crown and the corporation ultimately incorporated by the partners of the partnership, 1324206 Alberta Ltd. A copy of that Head Lease is found at Exhibit F of my Affidavit sworn on November 4, 2013.

- 15. The Master Development Agreement is important to the ongoing operation of the Project. In particular, the amending agreement provides for Dean Alexander's consent and assistance in renewing the Head Lease or extending it to a total period of ninety-eight (98) years.
- 16. In addition to being a sole shareholder and director of Ridge, I am the sole shareholder and director of 1845315 Alberta Ltd., the purchaser in respect of the Offer to Purchase made on the Whitemud Heights Project and accepted by the Receiver of 1324206 Alberta Ltd., subject to court approval.
- 17. I confirm that in my view, the Master Development Agreement, as amended, is an asset of 1324206 Alberta Ltd. and was an important component in respect of the assets for which 1845315 Alberta Ltd. made its offer to the Receiver.
- 18. I further note that the Master Development Agreement permits Prairie Western's assignment of the Master Development Agreement to an affiliated corporation without requiring the consent of Dean Alexander. Notwithstanding that Dean Alexander's consent may not be required, I have spoken to Dean Alexander and I believe that he is supportive of the Court confirming that Prairie Western did indeed hold the Master Development Agreement, as amended, in trust for 1324206 Alberta Ltd. and that Dean Alexander does not object to the assignment of that Master Development Agreement from 1324206 Alberta Ltd. to 1845315 Alberta Ltd.

SWORN before me at Edmonton, in the Province of Alberta, this

! 4 h day of November, 2014.

A Commissioner for Oaths in and for the

Province of Alberta

Nadeem Walji
A Commissioner of Oaths in and for
the Province of Alberta
My Commission expires on August 06, 20

3

EXHIBIT A

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

Date of Search:

2014/11/19

Time of Search:

11:34 AM

Search provided by:

OGILVIE LLP, Edmonton

Service Request Number:

22388835

Customer Reference Number: 59603.1/KAR

Corporate Access Number: 2010795223

Legal Entity Name:

RIDGE DEVELOPMENT CORPORATION

Legal Entity Status:

Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date:

2003/12/02 YYYY/MM/DD

Registered Office:

Street:

17307 - 106 AVENUE

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 1E7

Records Address:

Street:

17307 - 106 AVENUE

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 1E7

Directors:

Last Name:

BARATH

First Name:

JOHN

Street/Box Number: 17307 - 106 AVENUE

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 1E7

Voting Shareholders:

Last Name:

BARATH

First Name:

JOHN

Street:

17307 - 106 AVENUE

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 1E7

This is Exhibit "

" referred to

A Commissioner for Oaths in and for Alberta

Nadeem Walji

A Commissioner of Oaths in and for the Province of Alberta

My Commission expires on August 06, 20 17

Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: AS PER SCHEDULE "A" ATTACHED HERETO

Share Transfers

NO SHARES OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE PRIOR APPROVAL OF A MAJORITY OF THE BOARD OF DIRECTORS BY RESOLUTION PASSED AT A

Restrictions:

DULY CONSTITUTED MEETING OF THE BOARD.

Min Number Of

Directors:

1

Max Number Of

Directors:

Business

Restricted To:

NONE

Business

NONE

Restricted From:

Other Provisions: AS PER SCHEDULE "B" ATTACHED HERETO

Holding Shares In:

Legal l	Entity	Name	
132420	6 ALE	BERTA	LTD.

Other Information:

Last Annual Return Filed:

File Year	Date Filed	(YYYY/MM/DD)
2013	2014/02/21	

Filing History:

List Date (YYYY/MM/DD)	Type of Filing	
2003/12/02	Incorporate Alberta Corporation	
2008/02/11	Change Address	
2014/02/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.	

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2003/12/02
Other Rules or Provisions	ELECTRONIC	2003/12/02

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.

EXHIBIT B

final

PARTNERSHIP AGREEMENT

Sworn before me this A.D., 20. 4.

A Commissioner for Oaths in and for Alberta

This Partnership Agreement made as of the

___ day of May, 2007.

Nadeem Walji

AMONG:

A Commissioner of Oaths in and for the Province of Alberta

My Commission expires on August 06, 20

PRAIRIE WESTERN DEVELOPMENT CORP.
("Prairie Western")

- and -

RIDGE DEVELOPMENT CORPORATION ("Ridge")

- and -

WHITE CASTLE REALTY INVESTMENTS LTD. ("White Castle")

(Individually called a "Partner" and collectively called the "Partners")

WHEREAS:

- A. The Parties have decided to enter into a partnership for the purposes of developing, operating, maintaining and disposing of the Project;
- B. The Partners are the sole holders of all of the Partnership Interests as follows:

Prairie Western

Thirty-three and one-third (33 1/3%) per cent

Ridge

Thirty-three and one-third (33 1/3%) per cent

White Castle

Thirty-three and one-third (33 1/3%) per cent

C. The Parties wish to describe the rights and obligations between them in respect of the conduct of the business affairs of the Partnership and the ownership and sale of the Partnership Interests.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and phrases shall have the following meanings for purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

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EROW RIDGE DEVELOPMENT CORP

- (a) "Accountants" means such firm of chartered accountants or others as the Partners may by Resolution decide to appoint as the auditors and/or accounting advisors for the Partnership;
- (b) "Advances" means all amounts advanced by the Partners to the Partnership and all outstanding loans owing from time to time by the Partnership to the Partners;
- (c) "Affiliate" means with respect to a Partner, any body corporate or partnership which is directly or indirectly Controlled by a Partner or which Controls a Partner;
- (d) "Agreement" means this agreement,
- (e) "Approved Budget" means the budget for the Partnership approved by Resolution;
- (f) "Arm's Length" has the same meaning as that term is given in the Income Tax Act;
- (g) "Business Day" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Edmonton, Alberta are not open for business;
- (h) "Buyer" has the meaning described in section 11.1;
- "Capital Contribution" means the amount in cash or other property contributed or deemed to be contributed to the Partnership by a Partner under this Agreement;
- (j) "Closing Date" has the meaning described in section 10.2;
- (k) "Control", "Controls" or "Controlled" means the right to exercise the majority of the votes which may be cast at a general meeting of a corporation or partnership and coupled with the right to elect or appoint, directly or indirectly, a majority of the directors of the corporation or the controlling minds of a partnership or any other person or persons who have the right to manage or supervise the business affairs of that corporation or partnership;
- (i) "Declaration" means a joint declaration of the value the Partnership Interest which declaration is made according to the provisions described in Article 9;
- (m) "Defaulting Partner" has the meaning described in section 14.14;
- (n) "Defaulting Purchaser" has the meaning described in section 10.2;
- (o) "Distribution" means a cash payment to a Partner or Partners authorized by Resolution pursuant to subsections 7.3(f), (g), and (h);

- (p) "Effective Date of Declaration" has the meaning described in section 9.2;
- (q) "Guarantee Agreement" means an agreement by way of guarantee, indemnity, or other security given or to be given, as the case may be, by one or more of the Partners or of any corporation Controlled directly or indirectly by the Partnership as security for the repayment of any indebtedness of the Partnership to any bank or other lender or for the performance by the Partnership, or by any corporation Controlled directly or indirectly by the Partnership, of any of its other obligations;
- (r) "Hard Costs" means all costs incurred in connection with the lease of the Phase 1 Lands (and Phase 2 Lands, if applicable) and the development and construction of the Project, as more particularly described in the Approved Budget;
- (s) "Head Lease" the lease of Phase 1 Lands (and Phase 2 Lands, if applicable) from Her Majesty, the Queen in right of Canada to Prairie Western:
- (t) "Income Tax Act means the Income Tax Act of Canada, R.S.C. 1985, c.l (5th supp.), as the same may be amended from time to time;
- (u) "Insolvency Option" has the meaning described in section 10.1;
- (v) "Insolvent Partner" has the meaning described in section 10.1;
- (w) "Management Committee" has the meaning described in section 4.1;
- (x) "Offer" has the meaning described in section 11.1;
- (y) "Offerer" has the meaning described in section 11.1;
- (z) "Parties" means the parties signing and delivering this Agreement and any Person who may hereafter become a Partner;
- (aa) "Partner" means a Person or Persons who are holders of the Partnership Interests;
- (bb) "Partnership Act" means the Partnership Act (Alberta), as the same may be amended from time to time;
- (cc) "Partnership Interest(s)" means the interest that a Partner has from time to time in the assets and liabilities of the Partnership expressed as a percentage;
- (dd) "Person" includes an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative;
- (ee) "Phase 1 Lands" means three (3) acres of property to be leased by Prairie Western as shown on Schedule "A" hereto;

- "Phase 2 Lands" means the two (2) acres of property that Prairie Western (ff) will have the option to lease as shown on Schedule "A" hereto:
- "Phase 2 Option" has the meaning described in section 7.6; (gg)
- "Principal" means the individual (or individuals) who Controls a Partner; (hh)
- "Project" means a one hundred and twenty-three (123) unit residential (li) housing project on the Phase 1 Lands, together with all related infrastructure and improvements and the businesses and all other activities associated therewith and if applicable a further multi-unit residential housing project on the Phase 2 Lands:
- "Project Financing" means the financing arranged by Ridge and White (ii) Castle for the lease of the Phase 1 Lands (and the Phase 2 Lands, if applicable), the development and construction of the Project and related costs, which shall be senior to the equity of the Partners and which shall not exceed Twenty-one million (\$21,000,000.00) Dollars for the Phase 1 Lands:
- "Project Managers" has the meaning described in section 4.8; (kk)
- "Purchasing Partner" has the meaning described in section 10.2; **(II)**
- (mm) "Resolution" means a resolution in writing of the members of the Management Committee, or in the case of a resolution by the Partners, where that resolution is approved by all the Partners or the respective representatives of all the Partners:
- (nn) "Sale Price" has the meaning described in section 10.1:
- "Valuator" has the meaning described in section 9.3. (00)

1.2 Headings

Headings for the Articles and Sections of this Agreement are inserted for reference only and are not intended to affect the construction or interpretation of this Agreement.

1.3 Construction

Words describing the singular number only shall include the plural and vice versa Words describing the masculine gender shall include the feminine gender. Words describing individuals shall include corporations, partnerships, syndicates, trustened any other business organizations. This Partnership Agreement made as of the

1.4

PARTNERSHIP AGREEMENT

This Agreement shall be governed by and construed according to the laws of the Province of Alberta and federal laws of Canada applicable in the Province of Alberta. The courts of the Province of Alberta shall have exclusive jurisdiction regarding am {075145/0005 00014741.DOC;9}

dispute arising from or associated with this Agreement unless otherwise provided for in this Agreement or unless otherwise agreed to in writing by the Partners. Any and all references in this Agreement to arbitration will be dealt with by the appropriate Alberta legislation which governs arbitration procedures.

1.5 Calculating Time

When calculating the period of time within which or following which any act is to be clone or step is to be taken, the date which is the reference date in calculating such time period shall be excluded. If the last day of such time period is not a Business Day, then the time period shall end on the next Business Day.

1.6 Section References

All references in this Agreement to designated "Articles", "sections", "paragraphs", "Schedules" and other subdivisions are to the designated Articles, sections, paragraphs, Schedules and other subdivisions of this Agreement, except as otherwise expressly provided.

ARTICLE 2 - THE PARTNERSHIP

2.1 Creation of Partnership

The Parties hereby create, establish and form the Partnership as a general partnership in accordance with and subject to this Agreement and the Partnership Act. Each Partner will execute all certificates and other documents consistent with the terms of this Agreement which are necessary for the Partners to accomplish all filings, recordings, publications or other acts which the Partnership is obliged by law to carry out or which may be appropriate to comply with any requirement for the formation, qualification, continuation or operation of the Partnership in any jurisdiction.

2.2 Name the Partnership

The name of the Partnership is "Whitemud Heights Partnership" or such other name or names as the Partners may determine from time to time.

2.3 Business of the Partnership

The Partners agree that the Partnership shall carry on the business of financing, developing, constructing, operating and selling units in the Project and carry on any business and exercise all powers ancillary and incidental thereto or in furtherance thereof. This is the only business of the Partnership.

2.4 Fiscal Period

DIVI MUT

The fiscal period of the Partiership shalleng and describe of describing and year.

PARTNERSHIP AGREEMENT

SOURCE STATE OF STATE

2.5 Term

The Partnership shall continue until it is terminated in accordance with the provisions of this Agreement.

ARTICLE 3 - IMPLEMENTATION OF AGREEMENT

3.1 Effect of Agreement

Each of the Partners agree to vote their Partnership Interests or cause their Partnership Interests to be voted in accordance with the provisions of this Agreement and in such a way as to fully implement and support the terms and intent of this Agreement.

ARTICLE 4 - MANAGEMENT

4.1 **Management Committee**

The Partners shall appoint a management committee (the "Management Committee") to manage the business and affairs of the Partnership. The Management Committee shall be comprised of three (3) persons, with each Partner being entitled to appoint one representative. If any of the Partners refuse, fail or neglect to appoint their representative for the Management Committee, then the Partners will manage the Partnership without a Management Committee. In any of such events wherever in this Agreement there is a reference to the Management Committee such reference will mean the Partners.

For the purposes of Management Committee decisions, each representative will have one vote.

A Partner may appoint an alternate representative or may change its appointed representative from time to time by providing notice to the other Partner of such change, and the appointment of alternate representative or the appointment of a new representative shall be effective upon receipt of such notice by the other Partner. At the date of this Agreement, Prairie Western has appointed Derek Prue as its representative on the Management Committee, Ridge has appointed John Barath as its representative on the Management Committee and White Castle has appointed George C. Shen as its representative on the Management Committee.

4.2 Management Committee Meetings

Every meeting of the Management Committee shall be called and conducted in accordance with the following:

notice of any meeting shall be either delivered by hand or facsimile (a) transmission to each member of the Management Committee not less than five (5) Business Days prior to such meeting;

any member of the Management Committee may in any manner waivs (b) notice of any meeting of the Management Committee either before or after the time of the meeting and attendance at any meeting shall be deemed to

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constitute a waiver of notice of such meeting unless such attendance is for the sole purpose of objecting to the transaction of business at the meeting on the ground that the meeting has not been properly called;

(c) any member of the Management Committee may call a meeting. All meetings of the Management Committee shall take place in Edmonton, Alberta unless a member is attending by telephone, electronic or other communications facilities as described in section 4.3.

4.3 Quorum and Voting

The quorum for the transaction of business at a meeting of the Management Committee shall be all members of the Management Committee. Members of the Management Committee may be present in person or by means of telephone, electronic or other communications facilities whereby all persons participating in the meeting can hear and speak to each other simultaneously and instantaneously. All questions arising at any meeting of the Management Committee shall be determined by Resolution of the Partners unless otherwise stated in this Agreement.

If a quorum is not present at any meeting of the Management Committee, that meeting shall be adjourned to be re-convened at the same place on the next Business Day. The members present at such meeting shall use their best efforts to notify the absent member of the rescheduled time and place of the meeting and, in any event, shall deliver a written notice to the last recorded address of the Partner whose member was absent. The quorum for any such rescheduled meeting of the members shall be those members who are then in attendance in person or by telephone, electronic or other communications facilities, and they shall have the power to transact whatever business was to be dealt with at the meeting of the Management Committee originally scheduled.

4.4 Written Resolution in Lieu of Meeting

Any matter of business that may be brought before a meeting of the Management Committee may also be approved by unanimous written resolution of the Management Committee representatives. A resolution in writing duly executed by all Management Committee representatives shall have the same binding effect as if approved by all Management Committee representatives at a meeting of the Management Committee for such purpose.

4.5 Authority

The Management Committee has the sole authority to manage the business and affairs of the Partnership according to this Agreement and the Approved Budget.

4.6 Delegation

The Management Committee shall not delegate its authority except as authorized by section 4.8. The Management Committee may hire support staff to assist it. The Management Committee may retain professional advice.

4.7 Liability of Management Committee

Neither the Management Committee nor any member thereof is liable to the Partners for any mistake or error in judgment, or for any act or omission believed by it in good faith to be within the scope of the authority conferred by this Agreement (other than any mistake, error in judgment, act or omission which is in contravention of this Agreement or which is a result of gross negligence, wilful misconduct or dishonesty), or for any loss or damage to any property of the Partnership attributable to any event beyond the reasonable control of the Management Committee and its members.

4.8 Project Management

Prairie Western and Ridge shall act as the initial joint Project Managers (the "Project Managers"). The duties of the Project Managers shall be subject to the direction of the Management Committee at all times and from time to time and shall include the following to be performed honestly, in good faith with reasonable commercial efforts, exercising the same degree of care, skill and supervision as would be exercised by a reasonable and prudent manager:

- (a) to oversee the development, management and operation of the Project as is desirable or necessary under the terms of an agreement negotiated with the Management Committee and entered into with the Partnership, provided that Ridge will be responsible for the day-to-day management of construction of the Project;
- (b) to prepare the annual operating budget for approval by Management Committee;
- (c) to prepare the monthly financial progress reports for approval by Management Committee which shall include sufficient detail and information to be able to confirm such expenditures for that previous month as being expenditures under the Approved Budget and such other financial statements as Management Committee may require from time to time;
- (d) to develop business plans for operations of the Project that conforms to the Partnership's resources and investment objectives;
- to engage efficient accounting and financial professionals and take reasonable steps to assure continuity of service by them;
- (f) to engage a licensed real estate agent subject to approval by the Management Committee;
- (g) to set sale price parameters for approval by the Management Committee;
- (h) to deal directly with municipal and other applicable authorities and subcontractors on major issues;

- (i) to arrange for mortgage financing and capital requirements to meet investor objectives;
- (j) to immediately advise the Partnership of any offer to purchase any portion of the Project, and if such offer is in writing, the Project Manager(s) shall immediately provide the Partnership with a true copy thereof, which duties shall survive the Project Manager(s)'s termination as the project manager hereunder; and
- (k) to report all material events and developments pertaining to the business of the Partnership and the Project on at least a monthly basis.

4.9 Project Manager and Partner Fees

Prairie Western and Ridge shall be entitled to receive project management fees as follows:

- (a) Prairie Western -
 - (i) Two Hundred Thousand (\$200,000.00) Dollars upon execution of this Agreement (to be paid from the Capital Contribution of White Castle under Section 12.2(a);
 - (ii) Two Hundred Thousand (\$200,000.00) Dollars in payments of Twenty-Five Thousand (\$25,000.00) Dollars per month starting at the commencement of construction of the Project;
 - (iii) Twenty-five Thousand (\$25,000.00) Dollars per month plus one (1%) per cent of the Hard Costs during construction of the Project;
- (b) Ridge Fifty Thousand (\$50,000.00) Dollars per month plus two (2%) per cent of the Hard Costs during construction of the Project.

In addition, White Castle shall be entitled to a fee of Twenty-five Thousand (\$25,000.00) Dollars per month starting at the commencement of construction of the Project until the earlier of eighteen (18) months or the date on which the first unit in the Project is occupied.

4.10 Termination

White Castle has the right to terminate Prairie Western or Ridge as Project Manager and replace the terminated party with a qualified third party upon the occurrence of following events:

(a) Project Manager having been convicted by a court of competent jurisdiction for committing a fraudulent act or fraudulent omission in relation to this Agreement or the overall operation of the Project or the Partnership;

- (b) the adjudication by a court of competent jurisdiction of the Project Manager as bankrupt or the appointment of a receiver of the assets and undertaking of the Project Manager;
- (c) the dissolution, winding-up or liquidation of the Project Manager;
- (d) the Project Manager making an assignment for the benefit of creditors;
- (e) the failure by the Project Manager to:
 - (i) prepare and provide budgets for the Partnership;
 - (ii) prepare and provide monthly financial progress reports of the Partnership;

provided that should the Project Manager fail to provide the documentation in the manner and at the times prescribed above, it shall have fifteen (15) days from the date of notice of its failure to deliver the aforesaid documents (or any one of them) to cure such default before it shall be removed as Project Manager.

(f) the breach by the Project Manager of terms of this Agreement, provided that the Project Manager shall have fifteen (15) days from the date of notice of the breach to cure the breach before it shall be removed as Project Manager.

ARTICLE 5 - PARTNERSHIP RELATIONS

5.1 Scope of Partnership

The rights, duties, obligations and liabilities of the Partners shall be limited to those rights, duties, obligations and liabilities described in this Agreement, arising by virtue of the operation of any applicable laws affecting the Partnership, or which are necessary or required to carry on the business of the Partnership, which business is described herein. Nothing contained in this Agreement shall be construed to create a partnership between the Partners extending beyond the scope of the business of the Partnership. Except as expressly authorized by the provisions hereof, nothing herein contained shall be construed to authorize any Partner to act as the agent of any other Partner or to permit any Partner to act on behalf of or bind the Partnership or any other Partner without the authority of a Resolution.

5.2 Dealing with the Partnership

Except as otherwise provided for in this Agreement or a Resolution, all contracts with the Partnership shall be made with Persons dealing at Arm's Length with the Partners at market rates, and no Partner or any Person not dealing at Arm's Length with a Partner shall have the right to contract or otherwise deal with the Partnership for the sale, lease or purchase of the Projects, the provision of any services, the borrowing or lending of funds and the giving or taking of security therefor and other purposes.

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5.3 Liability of Partners

The Partners shall, as between themselves, be liable for the debts, liabilities, obligations and losses of the Partnership in proportion to the Partnership Interest owned by them respectively. No Partner shall be liable for any obligations incurred by any other Partner other than obligations incurred in connection with and on behalf of the Partnership pursuant to the terms of this Agreement or any Resolution. Each Partner hereby agrees to indemnify and hold harmless the Partnership and the other Partners from and against such Partner's separate debts, liabilities and obligations. If at any time a Partner becomes liable for the obligations of the Partnership, each of the Partners will jointly and severally indemnify and hold harmless each of the other Partners from and against each claim, cost, expense, liability and loss suffered or incurred by that Partner as a result of the liability to the extent required so that each Partner is responsible for its proportionate share based on its Partnership Interest of any such claim, cost, expense, liability and loss, with each Partner's proportionate share being calculated at the time of the event giving rise to the claim, cost, expense, liability and loss.

ARTICLE 6 - PARTNERSHIP INTERESTS

6.1 Partnership Interests

For the purposes of the rights of Partners, as more specifically set out in this Agreement, all of the assets, undertaking rights, obligations and liabilities of the Partnership of every nature and kind are hereby divided into Partnership Interests. Each Partnership Interest shall have the same rights and obligations. The Partnership Interests of the Partnership shall, as at the date of this Agreement, be divided and allocated between the Partners as follows:

- (a) Prairie Western Thirty-three and one-third (33 1/3%) per cent;
- (b) Ridge Thirty-three and one-third (33 1/3%) per cent;
- (c) White Castle Thirty-three and one-third (33 1/3%) per cent.

6.2 Characterization of Partnership Interests

Each Partner shall have the following rights and obligations:

- subject to the terms of this Agreement (including without limitation, section 4.1), for the purposes of all Resolutions, the right to one vote;
- (b) the right to participate in Distributions as set out in section 7.3.

6.3 Equality of Partnership Interests

Each Partner shall be entitled to the same rights and obligations as any other Partner and no Partner shall be entitled to any privilege, priority or preference in relation to any other Partner, except as specifically provided in this Agreement.

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ARTICLE 7 - FINANCIAL MATTERS - GENERAL

7.1 Due Diligence Expenses

All costs and expenses of any kind whatsoever incurred to identify, investigate and complete the lease of the Phase 1 Lands shall be at the cost of White Castle. Such costs and expenses in respect of the Phase 1 Lands shall be deemed to be working capital advanced pursuant to section 7.4 and shall be repaid to White Castle in accordance with section 7.3. The Partners acknowledge that Prairie Western has incurred costs and expenses relating to the lease of the Phase 1 Lands as of the date of this Agreement. Ridge and White Castle agree that Prairie Western is entitled to the sum of Three Hundred Thousand (\$300,000.00) Dollars upon execution of this Agreement (in addition to any other amounts payable to Prairie Western) to be paid from the Capital Contribution of White Castle under section 12.2(a) and further agree that Prairie Western is entitled to three and three-quarters (3.75%) per cent of the sale proceed of units in the Project that Prairie Western has sold to date with up to one and one-half (1.5%) per cent to be paid through retention of deposits paid to date and the balance to be paid on the closing of the sales. These amounts shall not otherwise affect Prairie Western's entitlement to payments under section 7.3.

7.2 Payment of Expenses

Expenses payable or paid, and losses, costs, damages and liabilities incurred by the Partnership will be paid:

- (a) firstly, from funds, revenues and receipts of the Partnership; and
- (b) secondly, except as set out in section 7.1, by the Partners in accordance with their Partnership Interests and said funds shall be treated as Partner Advances and repaid to the Partners in accordance with section 7.3,

7.3 Cash Flow

Where there is any cash flow generated by the operation, sale or refinancing of the Projects and available for use by or to the Partnership, the cash flow shall be paid and used by the Partnership in the following order of priority:

- (a) to repay the Project Financing and any third party lenders and creditors to the Partnership;
- (b) to repay White Castle's Capital Contribution under section 12.2 (without interest);
- (c) to repay any other Capital Contributions of the Partners pro rata (without interest);
- (d) to repay any unpaid interest on Partners' Advances;
- (e) to repay any Partners' Advances;



- (f) to distribute Four Million Five Hundred Thousand (\$4,500,000.00) Dollars to White Castle;
- (g) to distribute the next Four Million (\$4,000,000.00) Dollars to Ridge and Prairie Western in accordance with their Partnership Interests;
- (h) to distribute the balance to the Partners in accordance with their Partnership Interests.

7.4 Partners' Advances

Any Partners' Advances shall be made on terms and conditions specified by the Management Committee and:

- (a) each Advance shall be evidenced by appropriate accounting records and monthly reports identifying all amounts outstanding to all Partners from time to time provided repayment is, among other things, payable in the order and in accordance with the priorities set out in section 7.3;
- (b) interest shall be payable by the Partnership as determined by the Management Committee;
- (c) all repayments of Advances and interest thereon shall be made by the Partnership to all Partners pro rata in proportion to the amount which each Partner's Advances bears to all outstanding Advances; and
- (d) the Partners shall not demand repayment of the whole or any portion of any Advances outstanding from time to time prior to the time(s) fixed for repayment thereof by the Management Committee.

7.5 Prior Agreements

Upon satisfaction of the conditions subsequent in section 14.17 and subject to Section 7.6, Prairie Western shall execute a trust declaration confirming that it holds the Head Lease and other agreements and funds related to the Project in trust for the Partnership and the Partnership shall indemnify and hold Prairie Western harmless from, without limitation, all claims, costs, expenses and liabilities arising with respect to any such agreements.

7.6 Phase 2 Option

The Partners acknowledge that Prairie Western has an option to lease the Phase 2 Lands (the "Phase 2 Option"). The Partners further acknowledge that Prairie Western holds the Phase 2 Option for its own benefit and that the Partnership does not have any interest in the Phase 2 Option or the Phase 2 Lands. If Prairie Western intends to exercise the Phase 2 Option, then it shall provide Ridge and White Castle with fifteen (15) days written notice of its intention to do so. Provided that they have complied with their obligations under this Agreement, Ridge and White Castle will then have the option to acquire a partnership interest with respect to the

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lease and development of the Phase 2 Lands on the same terms as set out in this Agreement. Ridge and White Castle may exercise this option by providing:

- (i) written notice to Prairie Western that they are exercising this option within fifteen (15) days of receipt of the written notice from Prairie Western;
- (ii) further Capital Contribution in the sum of Four Hundred Thousand (\$400,000.00) Dollars (which will be credited to the Capital Contribution required under Section 12.2(a) in respect of the Phase 2 Lands) plus a commitment, in a form satisfactory to Prairie Western, acting reasonably, to make the balance of the Capital Contribution in accordance with the schedule under Section 12.2, adjusted so that the time frames set out therein run from the date of the written notice under Section 7.6(a) by the later of fifteen (15) days of receipt of the written notice from Prairie Western or May 31, 2007;
- (iii) confirmation in a form satisfactory to Prairie Western that they have secured Project Financing for the lease and development of the Phase 2 Lands by the later of fifteen (15) days of receipt of the written notice from Prairie Western or May 31, 2007.

Either one of Ridge or White Castle may exercise the option under this section on its own in the event the other elects not to do so.

- (b) If Prairie Western has not provided notice to Ridge and White Castle that it intends to exercise the Phase 2 Option by June 15, 2007, then either one or both of Ridge may acquire the right to exercise the Phase 2 Option from Prairie Western by providing:
 - (i) written notice to Prairie Western that they are acquiring the right to exercise the Phase 2 Option;
 - (ii) written indemnification in a form satisfactory to Prairie Western against any liabilities, expenses or costs arising in connection with the Phase 2 Option, including security against any Partnership Distributions to which Ridge and White Castle may be entitled as required by Prairie Western.

Either one of Ridge or White Castle may exercise the rights under this section on its own in the event the other elects not to do so.

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ARTICLE 8 - FINANCIAL MATTERS

8.1 Project Financing

Ridge and White Castle will arrange for all Project Financing on terms consistent with the following:

- (a) If Prairie Western is required to guarantee repayment in respect of the Project Financing, the guarantee will be limited to Prairie Western's interest in the Project;
- (b) The rights and remedies available to the lender upon the occurrence of a default shall not include any recourse to the assets of Prairie Western other than its interest in the Project;
- (c) The interest rate on the senior debt Project Financing (specifically excluding mezzanine financing) will not exceed prime plus three (3%) percent;
- (d) The fees and charges payable in connection with the financing will be on commercially reasonable terms.

ARTICLE 9 - PARTNER INTERESTS VALUATION

9.1 Determination of Fair Market Value

The determination of fair market value by Declaration or Valuator set out in this Article 9 shall only be for the determination of the Insolvency Option price as set out in section 10.1 and for no other purpose whatsoever.

9.2 Valuation

The Partners and the Partnership may from time to time sign a Declaration substantially in the form attached to this Agreement as Schedule " ". The Declaration shall establish the fair market value of all issued and outstanding Partnership Interests as of the date described in the Declaration (the "Effective Date of the Declaration").

9.3 Failure to Agree

If more than one year has elapsed since the Effective Date of a Declaration and the events described in section 10.1 have occurred which requires a determination of the value of the Partnership Interests as at a date which is after the Effective Date in the last Declaration, then a determination shall be made by a real estate appraiser with respect to the value of the Projects and a chartered business valuator with respect to the Partnership Interests, each acting as a sole arbitrator (the "Valuator").

The Valuator shall be determined by mutual agreement of the Partners within seven (7) days of one Partner giving notice to the other Partners of the proposed Valuator. Failing agreement, the Valuator shall be a board of three (3) duly qualified persons, one (1) to be appointed by each Partner. If any Partner shall refuse or neglect to appoint a Valuator within ten (10) days after the other of them shall have given notice (075145/0005 00014741.DOC:9)



of such appointment, then the Valuators that have been appointed shall proceed to make the determination under this section 9.3.

9.4 Valuation by Valuator

The Valuator shall value the Partnership Interests in accordance with generally accepted valuation principles applicable in Canada. The Valuator's valuation shall be completed no later than sixty (60) days from the date the Valuator is instructed to determine the value and the Valuator's decision shall be final and binding upon the Partners.

9.5 Payment of Valuator's Fees

The fees charged and expenses incurred by the Valuator in determining the value of the Partnership Interests shall be borne by the Partners in proportion to their Partnership Interests.

ARTICLE 10 - INSOLVENCY OR BANKRUPTCY

10.1 Option on Insolvency

In the event that any Partner should become insolvent, bankrupt or make a proposal under the Bankruptcy and Insolvency Act (Canada) or make a general assignment for the benefit of its creditors, or otherwise acknowledge its insolvency, or a liquidator or liquidators or receiver-manager or receiver, trustee or trustees in bankruptcy are appointed in respect of such Partner (the "Insolvent Partner"), then such Partner shall be deemed to have granted the other Partners an option to purchase its Partnership Interest free and clear of all liens, charges, encumbrances and thirdparty security interests (the "Insolvency Option") for a price equal to the value in the Declaration in force at the time, or if no Declaration is then in force, in accordance with the determination made by the Valuator pursuant to section 9.4 as at the date the Partner becomes insolvent (the "Sale Price"). The Insolvency Option shall be exercisable by the other Partners in proportion to their Partnership Interests (excluding the Partnership Interest of the Insolvent Partner), to be given up to and including thirty (30) days after the date upon which the Partnership receives actual written notice of the insolvency. If a Partner elects not to exercise the Insolvency Option, then the other Partners may exercise the Insolvency Option in relation to that Partner's proportion in proportion to their Partnership Interests.

10.2 Closing

The closing of the purchase and sale of the Insolvent Partner's Partnership Interest shall occur on the sixtieth (60th) Business Day following receipt by the Insolvent Partner of the notice of exercise of the Insolvency Option or such other day as agreed upon between the Partners (the "Closing Date"). On the Closing Date, the representative of the Insolvent Partner shall deliver to the Partners purchasing the Insolvent Partnership Interests (the "Purchasing Partner") the documents (in a form reasonably satisfactory to counsel for the Purchasing Partners) which are required to evidence the transfer of the Insolvent Partner's Partnership Interests free and clear of all liens, claims, charges, encumbrances and third party security interests (other than



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interests arising under this Agreement). On the Closing Date, the Purchasing Partners shall deliver to the representative of the Insolvent Partner an amount equal to the Sale Price.

Should the Purchasing Partners default in payment of all or part of the Sale Price (the "Defaulting Purchaser"), in addition to any other remedy that the Insolvent Partner or its legal representative may have (and without prejudice to its rights against the Defaulting Purchaser), the Insolvent Partner's representative shall have the right, by notice to the Partners (other than the Insolvent Partner and the Defaulting Purchaser), given prior to the time that any such default has been remedied to require such Partners to purchase within thirty (30) days from the date such notice was given, the portion of the Partnership Interests of the Insolvent Partner in respect of which payment has not been made in full at the Sale Price in the same proportions in which they hold their Partnership Interests at the time such notice is given. The Insolvent Partner shall apply the proceeds of any such sale in reduction of the liability of the Defaulting Purchaser and the Defaulting Purchaser shall not be accountable on the basis that a greater price might have been realized on such sale.

Notwithstanding anything to the contrary contained in this Agreement, no Distribution or other payment shall be made to the Insolvent Partner following the giving of a notice in respect of the Insolvent Partner's Partnership Interests and any Distribution, or other payment to the Insolvent Partner shall be withheld by the Management Committee and ultimately paid (without interest) to the Partners who purchase such Partnership Interests in the proportion of their respective purchases.

The occurrence of the foregoing events shall not cause dissolution of the Partnership.

10.3 Entitlement to Vote

Notwithstanding anything to the contrary herein contained, from and after the date the Insolvency Option is exercised by the remaining Partners, the Insolvent Partner shall not be entitled to vote its Partnership Interest or to notice of Partners' meetings and, where a vote of the Partners is required, the other Partners who are not Insolvent Partners shall be deemed to own all of the Partnership Interests of the Partnership.

ARTICLE 11- PROJECT SALE

11.1 Project Sale

Any Partner (the "Offeror") who receives a bona fide or written offer (the "Offer") from any Person dealing at Arm's Length with the Offeror (the "Buyer") to purchase the Project or a portion thereof which Offer the Offeror is willing to accept, the other Partners shall, within three (3) Business Days of receipt of a true copy of the Offer shall:

- (a) approve the sale pursuant to the Offer; or
- (b) purchase the Project or the portion thereof which is the subject of the Offer within the time specified in the Offer, on the same terms and at the same price as the unapproved Offer.

Where the Offer is to purchase the Project as a whole, the sale to the Buyer or the other Partner described above is conditional on the sale proceeds from the price in the Offer being in excess of the Capital Contribution of White Castle, an amount sufficient to repay the Project Financing, any Advances by the Partners to the Partnership, any security delivered thereunder, and any interest on the above amounts, which amount shall be due and payable on the sale of the Project and such Offer must be payable only in cash consideration.

11.2 Timing

Notwithstanding any other provisions in this Article 11, no Partner may accept an Offer pursuant to this Article 11 until each Project has been completed (which, for the purpose of this Agreement, means the sale of the last of the units in the Project and the satisfaction of all post-closing obligations, including without limitation, those obligations under the applicable laws governing the Project).

ARTICLE 12 - CAPITAL ACCOUNT AND ALLOCATIONS

12.1 Separate Capital Accounts

A separate capital account shall be established and maintained on the books of the Partnership for each Partner to which all capital contributions by such Partner shall be credited, all Distributions to such Partner shall be charged and all amounts allocated to such Partner in respect of the income or loss of the Partnership shall be credited or charged.

12.2 Capital Contributions of Partners

White Castle shall be required to make the following Capital Contributions:

- (a) Four Hundred Thousand (\$400,000.00) Dollars upon execution of this Agreement;
- (b) Three Hundred and Fifty Thousand (\$350,000.00) Dollars upon execution of an agreement to lease the Phase 1 Lands and Phase 2 Lands between Prairie Western and the holder of the Phase 1 Lands and Phase 2 Lands;
- (c) One Hundred Thousand (\$100,000.00) Dollars on June 1, 2007;
- (d) One Hundred Thousand (\$100,000.00) Dollars on July 1, 2007;
- (e) Three Hundred Thousand (\$300,000.00) Dollars on August 1, 2007;
- (f) One Million Two Hundred and Fifty Thousand (\$1,250,000.00) Dollars by the later of August 15, 2007 or the date on which a commitment to provide Project Financing is obtained.

If additional capital is required to satisfy the requirements for the Project Financing, then the Partners shall make the additional Capital Contribution prorata in accordance with their Partnership Interests.

12.3 No Right to Withdraw Capital

No Partner shall have the right to receive any Distributions or otherwise to withdraw any positive balance in its capital account except as provided for in this Agreement.

12.4 Interest

No Partner shall be entitled to receive interest from the Partnership in respect of any positive balance in its capital account and no Partner shall be liable to pay interest to the Partnership in respect of any negative balance in its capital account except as expressly provided for in this Agreement.

12.5 Assets of the Partnership

The Partners shall look solely to the assets of the Partnership for any Distributions, whether in connection with dissolution of the Partnership or otherwise. If the assets of the Partnership remaining after the payment or discharge, or the provision for payment or discharge of the debts, liabilities and obligations of the Partnership are insufficient to make any Distributions, no Partner shall have any recourse against the other assets of any other Partner, except White Castle's recourse against Ridge with respect to its Capital Contribution pursuant to Section 13.3.

12.6 Determination and Allocation of Income or Loss for Tax Purposes

The Partners shall determine and allocate income for tax purposes or loss for tax purposes in respect of any fiscal period of the Partnership as at the end of such period, The calculation of income for tax purposes or loss for tax purposes shall be computed in accordance with the provisions of the *Income Tax Act* so as to minimize income for tax purposes and/or maximize loss for tax purposes in each fiscal period of the Partnership.

12.7 Preparation and Filing of Tax Returns

Each Partner shall prepare and file such documents as may be required under the *Income Tax Act* and shall include in its computation of income for purposes of the *Income Tax Act* the amounts determined and allocated to it pursuant to this Article 12. The Partnership's Accountants shall prepare and file such documents as may be required under the *Income Tax Act* for the purposes of reporting the income of the Partnership.

12.8 Allocation of Taxable income or Loss

Net income, net loss, taxable income and tax loss in connection with the business of the Partnership of any fiscal period will be allocated as at the end of such fiscal period to each Partner shown on the register of the Partnership at such time and to each Person deemed to be a Partner of the Partnership at such time for income tax purposes in the proportion to the Partnership Interest held by the Partner as at the last day of such fiscal period.

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12.9 Other Tax Allocations

Capital Cost Allowance tax credits and other allocations that may be made for tax purposes of the Partnership will be allocated equally between the Partners as at the ends of the relevant fiscal period.

ARTICLE 13 - DISSOLUTION OF PARTNERSHIP

13.1 Events of Dissolution

The Partnership shall be dissolved on the authorization of such dissolution by

13.2 Events Not Causing Dissolution

The Partnership shall not be dissolved or terminated by the resignation, removal, bankruptcy, insolvency, dissolution, liquidation, winding up or receivership of, or the admission or withdrawal of any Partner.

13.3 Liquidation

Following the passing of a Resolution approving the dissolution of the Partnership pursuant to section 13.1, unless the business of the Partnership is to be continued by a successor to the Partnership, the business and affairs of the Partnership shall be dissolved and its rights, property and assets shall be liquidated, in such manner as the Partners may determine. The proceeds received by the Partnership in connection with such dissolution and liquidation shall be applied in the following order of priority and, upon the completion of the distribution of such proceeds, the Partnership shall be deemed to have been absolutely terminated:

- (a) the satisfaction of any outstanding debts, liabilities and obligations of the Partnership, including all costs and expenses relating to such dissolution or liquidation and the repayment of the third party debts, the Capital Contributions and the Partners' Advances together with interest thereon, if any, in the order of priority as set out in sections 7.3;
- the establishment of any reserves which may be deemed advisable with respect to any contingent or unforeseen debts, liabilities or obligations of the Partnership, such reserves to be maintained in an interest bearing trust account and, at the expiration of such reasonable period of time as shall be deemed advisable by the Management Committee, the remaining balance in the trust find to be distributed in accordance with the priorities herein provided for; and
- (c) Distributions by the Partnership to the Partners pursuant to section 7.3.

If there are insufficient proceeds to repay White Castle's Capital Contribution, then, provided that White Castle has not taken any action to remove Ridge as a Partner or Project Manager, Ridge agrees that it shall be liable to repay White Castle up to One

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Million Two Hundred and Fifty Thousand (\$1,250,000.00) Dollars of White Castle's Capital Contribution.

13.4 Partnership Records

Full, complete and accurate books of account and records of the Partnership with respect to the business and financial affairs of the Partnership shall be maintained at the head office of the Partnership and shall be maintained according to rules and directives from the Accountants. Entries shall be made in the books of account and records of all matters, transactions and things as are usually written and entered into books of account and records kept by persons engaged in businesses similar to that engaged in by the Partnership. Each Partner shall have access at all reasonable times during business hours to inspect, examine and take extracts from or make copies of the books of account and records. Any inspection, examination and taking of extracts or copies of books of account and records of the Partnership by a Partner shall be at the expense of the Partner and the Partner shall keep confidential all information obtained by it in connection with any inspection or examination and shall not disclose any of the information, except as required by law or to its accountants or to such other persons to whom disclosure may reasonably be required for the purposes of the examination or inspection and shall cause its accountants and such other persons, if the information is disclosed to them, to keep the same confidential and not disclose it, except with the approval of the Management Committee.

13.5 Deduction for the Indebtedness of a Partner

If at the time of a Distribution or repayment of Advances or other payment a Partner is indebted to the Partnership, then the amount of that indebtedness including all accrued interest, if any, shall be deducted from that Partner's Distribution or its entitlement to the repayment of Advances or other payment.

ARTICLE 14 - GENERAL

14.1 Return of Partnership Information

Immediately upon ceasing to be a Partner, the Partner shall deliver up and return all customer and client lists, property, documentation and information in its possession and relating to the Partnership and the business of the Partnership, and it shall not thereafter utilize any such lists, property or any reproduction of it in any manner whatsoever. The departing Partner may however retain such records as are required to properly account for Partnership income and to complete income tax filings.

14.2 Distribution of Profits

Except when precluded or otherwise prohibited by the terms of any debt financing and to the extent permitted by law, the profits of the Partnership available for Distributions, after making such provisions and transfers to reserves as may be required in the opinion of the Management Committee to meet expenses or anticipated expenses and reasonable commercial contingencies, shall be distributed no less frequently than annually by the Management Committee.

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14.3 Disposition to Affiliate

A Partner may sell, transfer, or otherwise dispose of the whole but not a part of its Partnership Interests to any of its Affiliates provided that at all times the Affiliate is, or is owned and Controlled by George C. Shen or Manjinder Dhinsa (in the case of White Castle) or John Barath (in the case of Ridge) or Derek Prue (in the case of Prairie Western), and the Partner and the Affiliate enter into an agreement with the other Partner that:

- (a) the Affiliate shall remain an Affiliate so long as it holds the Partnership
- (b) prior to the Affiliate ceasing to be an Affiliate, it shall transfer the Partnership Interests back to the Partner or to another Affiliate of the Partner, and such other Affiliate must enter into a similar agreement with the other Partner; and
- (c) the Affiliate shall otherwise be bound by the provisions of this Agreement.

Any sale, transfer or other disposition referred to in this section 14.3 shall not release the Partner from its obligations hereunder.

14.4 Permitted Transferees

Subject to Article 10 and section 14.3, no sale, transfer, conveyance or assignment of a Partner's Partnership Interests shall be effective without the prior written consent of the Partnership (which consent may be arbitrarily withheld by the Partners) as evidenced by Resolution of the Partners and the proposed transferee must agree to be bound by the terms of this Agreement.

14.5 Release of Guarantee Agreements

In the event a selling Partner or a Principal of a selling Partner, or both, are contingently liable under any Guarantee Agreements or otherwise for any obligations or liability of the Partnership, then in such event the purchasing party shall provide indemnities to the selling Partner and the selling Partner's Principal, where necessary, against such liability or obligation and shall use reasonable commercial efforts to attempt to obtain releases from such contingent liabilities. There is no obligation on the part of the remaining Partner to obtain a release(s).

14.6 Further Assurances

The Partners and each of them do hereby covenant and agree to do such things and sign such other documents, agreements and assurances as may be necessary or advisable from time to time in order to carry) out the terms and conditions of this Agreement in accordance with its true intent.

14.7 Entire Agreement

This Agreement and the security delivered hereunder constitutes the entire agreement between the Partners relating to the subject matter hereof and supersedes (075145/0005 00014741,000:9)

all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Partners and there are no warranties, representations or other agreements between the Partners in connection with the subject matter hereof except as specifically set forth herein or in the security delivered hereunder. The recital clauses and the attached Schedules are part of this Agreement.

14.8 Consent or Approval

Any consent or approval required under the terms of this Agreement shall be deemed to mean "prior written consent" or "prior written approval" as the case may be.

14.9 Payment of Monies

The Partners acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the person upon who the tender is desired and it shall be sufficient that a negotiable bank draft, certified cheque or solicitor's trust cheque is tendered instead of cash.

14.10 Unenforceable Terms

If any term, covenant or condition of this Agreement or the application thereof to any Partner or circumstance shall be invalid or unenforceable to any extent, then the remainder of this Agreement or application of such term, covenant or condition to a Partner or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

14.11 Amendments

This Agreement may be altered or amended in any of its provision when any such changes are reduced to writing and are signed by all of the Partners but not otherwise.

14.12 Remedies Not Exclusive

No remedy herein conferred upon any Partner is intended to be exclusive of any other remedy available to that Partner but each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.

14.13 Partner Indemnity

Each Partner (the "Defaulting Partner") agrees to fully indemnify and hold the other Partner harmless from, without limitation, all expenses, costs (including costs on a solicitor and his own client full indemnity basis) and liabilities arising with respect to any person or the other Partner, incurred by reason of, without limitation, any acts or omission or of any negligence or tortious acts of the Defaulting Partner under and by reason of this Agreement unless the other Partner has given its prior written approval of

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such conduct to the Defaulting Partner or, have participated directly or indirectly in such conduct.

14.14 Time

Time shall be of the essence of this Agreement.

14.15 Non-Waiver

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Partners in the observance of or the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

14.16 Notices

Any notice or other communication required or permitted to be given by any Partner shall be in writing and shall be delivered personally or shall be communicated by facsimile transmission addressed to the Partner to which it is to be given as follows:

(a) If to White Castle

White Castle Realty Investments Ltd. 11228 – 33 Avenue Edmonton, Alberta, T6J 3X3 Attention: George C. Shen Fax: (780) 434-4082

(b) If to Ridge

Ridge Development Corporation 17307-106 Avenue Edmonton, Alberta, T5S 1L7 Attention: John Barath Fax: (780) 483-7050

(c) If to Prairie Western

Prairie Western Development Corp. #204, 5013 - 48 Street
Stony Plain, Alberta
T7Z 1L8
Attention: Derek Prue
Fax: (780)966-4738

(d) If to the Partnership

Same as Prairie Western

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Every notice duly given, if delivered, is received at the date of delivery thereof and if sent by telecopier/facsimile machine, is received at the date sent and received according to an electronic confirmation report.

14.17 Conditions Subsequent

This Agreement and the rights and obligations of the Partners are subject to satisfaction or waiver of each of the following conditions subsequent:

- (a) White Castle making the Capital Contribution as specified in this Agreement;
- (b) Ridge and White Castle securing Project Financing by the later of ninety (90) days from the date of execution of this Agreement or the date of execution of the Head Lease.

If these conditions are not fulfilled or waived, then any Partner may, at its option terminate this Agreement, in which case the Partnership shall be dissolved and the provisions of Article 13 shall apply:

14.18 Enurement

This Agreement shall enure to the benefit of and be binding upon the Partners and their respective successors and permitted assigns.

14.19 Signing

This Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and all of which together will constitute one and the same document.

IN WITNESS WHEREOF the Partners hereto have signed this Agreement as of the day and year first above written.

PRA	IRIE WESTERN DEVELOPMENT CORP.
Per:	
Per:	J. J
RIDG	E DEVELOPMENT CORPORATION
Per:	999
Per:	

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BIK

WHITE CASTLE REALTY INVESTMENTS LTD.

Per:

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PM

EXHIBIT C

Government Historical Corporation/Non-Profit of Alberta M Search

Corporate Registration System

Historical Date:

2005/04/18

Date of Search:

2014/11/19

Time of Search:

10:19 AM

Search provided by:

OGILVIE LLP, Edmonton

Service Request Number:

22387666

Customer Reference Number: 59603.1

Corporate Access Number: 2011651292

Legal Entity Name:

PRAIRIE WESTERN DEVELOPMENT CORP.

Legal Entity Status:

Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date:

2005/04/18 YYYY/MM/DD

Registered Office:

Street:

11-50410 RR 275

City:

STONY PLAIN

Province:

ALBERTA

Postal Code:

T7Z 1Z8

Directors:

Last Name:

PRESTRIDGE

First Name:

CLIFFORD

Middle Name:

K

Street/Box Number: PO BOX 2799

City:

STONY PLAIN

Province:

ALBERTA

Postal Code:

T7X 1Y3

Last Name:

PRUE

First Name:

DEREK

Middle Name:

STEVE

This is Exhibit

A Commissioner for Oaths in and for Alberta

Nadeem Walii

A Commissioner of Oaths in and for

the Province of Alberta

My Commission expires on August 06, 20 17

Street/Box Number: 11-50410 RR 275

City:

STONY PLAIN

Province:

ALBERTA

Postal Code:

T7Z 1Z8

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: UNLIMITED CLASS "A" COMMON VOTING SHARES. UNLIMITED CLASS "B" COMMON VOTING SHARES. UNLIMITED CLASS "C" COMMON NON-

VOTING SHARES. UNLIMITED CLASS "D" PREFERRED NON-VOTING

SHARES.

Share Transfers

SHARE TRANSFERS SHALL BE SUBJECT TO THE TERMS OF ANY UNANIMOUS SHAREHOLDERS AGREEMENT AND SUBJECT TO THE

Restictions:

APPROVAL OF THE BOARD OF DIRECTORS.

Min Number Of 1

Directors:

Max Number

12

Of Directors:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION

Business Resticted To:

MAY CARRY ON.

MAY CARRY ON.

Business

Restricted

Provisions:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION

From:

Other

her

THE LIABILITY OF THE MEMBERS IS LIMITED.

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2005/04/18	Incorporate Alberta Corporation

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.



EXHIBIT D

Review Legal Entity History

2011651292, PRAIRIE WESTERN DEVELOPMENT CORP.

Service Request Summary

Service Request Number	Transaction Type	Creation Date	Last Updated	Activity Status	Comments
221295 <u>56</u>	Change Director / Shareholder	2014/09/29	2014/09/29	Complete	
21568070	Change Director / Shareholder	2014/06/04	2014/06/04	Complete	
21193197	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2014/03/25	2014/03/25	Complete	
19437381	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2013/03/22	2013/03/22	Complete	
18111040	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2012/06/07	2012/06/07	Complete	
16803331	Change Address	2011/08/30	2011/08/31	Complete	
16781055	Change Address	2011/08/25	2011/08/25	Complete	
16190192	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2011/04/07	2011/04/07	Complete	
14845685	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2010/06/09	2010/06/09	Complete	
13152160	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2009/05/20	2009/05/20	Complete	
11429043	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2008/04/08	2008/04/08	Complete	
11429036	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2008/04/08	2008/04/08	Complete	
10091264	Change Address	2007/05/16	2007/05/16	Complete	
8641043	Enter Annual Returns for Alberta and Extra- Provincial Corp.	2006/05/08	2006/05/08	Complete	
8641037	Change Director / Shareholder	2006/05/08	2006/05/08	Complete	
7817760	Change Address	2005/10/11	2005/10/11	Complete	
7204590	Incorporate Alberta Corporation	2005/04/18	2005/04/18	Complete	

This is Exhibit "	D	" referred to
in the	Affidavi	aroth.
Sworn before me	e this	19th day
of Novemy	XX.	A.D., 20.14
A Commissioner fo	or Oaths I	n and for Alberta
	Madee	m Walii

A Commissioner of Oaths in and for the Province of Alberta

My Commission expires on August 06, 20 17

Review Legal Entity History

PRAIRIE WESTERN DEVELOPMENT CORP.

Not For Resale

Service Request Number: 8641037

Legal Entity Type:

Alberta Business Corporation

Alberta Corporation

Named Alberta Corporation

Type:

Corporate Access

2011651292

Number:

PRAIRIE WESTERN DEVELOPMENT CORP.

Legal Entity Name: Legal Entity Status:

Active

Nuans Number:

83196740

Nuans Date:

2005/04/18

REGISTERED **ADDRESS**

Street/Box Number:

2200, 10155-102 STREET

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5J 4G8

The information in this

legal entity table

supersedes equivalent electronic attachments

Share Structure:

UNLIMITED CLASS "A" COMMON VOTING SHARES. UNLIMITED CLASS "B" COMMON

VOTING SHARES. UNLIMITED CLASS "C" COMMON NON-VOTING SHARES. UNLIMITED

CLASS "D" PREFERRED NON-VOTING SHARES.

Share Transfers

Restrictions:

SHARE TRANSFERS SHALL BE SUBJECT TO THE TERMS OF ANY UNANIMOUS

SHAREHOLDERS AGREEMENT AND SUBJECT TO THE APPROVAL OF THE BOARD OF

DIRECTORS.

Min Number Of

Directors:

1

Max Number Of

12

Directors:

Business Restricted To:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Business Restricted From: THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Other Provisions:

THE LIABILITY OF THE MEMBERS IS LIMITED.

Registration Date:

2005/04/18

Continuances

No Records returned

Director / Shareholder / Liquidator

Last Name First Name		Middle Name
PRUE	DEREK	STEVE
PRUE	DEREK	STEVE

Attorney

No Records returned

Attachment

No Records returned

Annual Return

No Records returned

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

PRAIRIE WESTERN DEVELOPMENT CORP.

Not For Resale

Service Request Number: 18111040

Legal Entity Type:

Alberta Business Corporation

Alberta Corporation

Named Alberta Corporation

Type:

Corporate Access

2011651292

Number:

Legal Entity Status:

Legal Entity Name:

PRAIRIE WESTERN DEVELOPMENT CORP.

Nuans Number:

Active 83196740

Nuans Date:

2005/04/18

REGISTERED

ADDRESS

Street/Box Number: 201_11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

RECORDS ADDRESS

Street/Box Number:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

The information in this

legal entity table

supersedes equivalent electronic attachments

Share Structure:

UNLIMITED CLASS "A" COMMON VOTING SHARES. UNLIMITED CLASS "B" COMMON

VOTING SHARES. UNLIMITED CLASS "C" COMMON NON-VOTING SHARES, UNLIMITED

CLASS "D" PREFERRED NON-VOTING SHARES.

Share Transfers

Restrictions:

SHARE TRANSFERS SHALL BE SUBJECT TO THE TERMS OF ANY UNANIMOUS

SHAREHOLDERS AGREEMENT AND SUBJECT TO THE APPROVAL OF THE BOARD OF

DIRECTORS.

Min Number Of

Directors:

Max Number Of

Directors:

12

Business Restricted To:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Business Restricted From: THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Other Provisions:

THE LIABILITY OF THE MEMBERS IS LIMITED.

Registration Date:

2005/04/18

Continuances

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
PRUE	DEREK (IN TRUST)	TYLER STEVE
PRUE	DEREK	STEVE

Attorney

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2006	2006/05/08
2007	2008/04/08
2008	2008/04/08
2009	2009/05/20
2010	2010/06/09
2011	2011/04/07
2012	2012/06/07

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

PRAIRIE WESTERN DEVELOPMENT CORP.

Not For Resale -

Service Request Number: 21568070

Legal Entity Type:

Alberta Business Corporation

Alberta Corporation

Named Alberta Corporation

Type:

Corporate Access

2011651292

Number:

Legal Entity Name:

PRAIRIE WESTERN DEVELOPMENT CORP.

Legal Entity Status:

Active

Nuans Number:

83196740

Nuans Date:

2005/04/18

REGISTERED **ADDRESS**

Street/Box Number:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

RECORDS ADDRESS

Street/Box Number:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

The information in this

legal entity table

supersedes equivalent electronic attachments

Share Structure:

UNLIMITED CLASS "A" COMMON VOTING SHARES. UNLIMITED CLASS "B" COMMON

VOTING SHARES. UNLIMITED CLASS "C" COMMON NON-VOTING SHARES. UNLIMITED

CLASS "D" PREFERRED NON-VOTING SHARES.

Share Transfers Restrictions:

SHARE TRANSFERS SHALL BE SUBJECT TO THE TERMS OF ANY UNANIMOUS SHAREHOLDERS AGREEMENT AND SUBJECT TO THE APPROVAL OF THE BOARD OF

DIRECTORS.

Min Number Of

Directors:

1

Max Number Of

Directors:

12

Business Restricted To:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Business Restricted From: THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Other Provisions:

THE LIABILITY OF THE MEMBERS IS LIMITED.

Registration Date:

2005/04/18

Continuances

Director / Shareholder / Liquidator

Last Name	First Name	Middle Name
GARBER	ALLAN	
PRUE	DEREK (IN TRUST)	TYLER STEVE

Attorney

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2006	2006/05/08
	2008/04/08
	2008/04/08
2009	2009/05/20
2010	2010/06/09
2011	2011/04/07
2012	2012/06/07
	2013/03/22
2014	2014/03/25

Court Registrar Orders

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered in Alberta

No Records returned

Amalgamating Corporation - Not Registered in Alberta

No Records returned

Successor of Merger

No Records returned

Merging Corporations

No Records returned Not For Resale

Review Legal Entity History

PRAIRIE WESTERN DEVELOPMENT CORP.

Not For Resale

Service Request Number: 22129556

Legal Entity Type:

Alberta Business Corporation

Alberta Corporation

Named Alberta Corporation

Type:

Corporate Access

Number:

2011651292

Legal Entity Name:

PRAIRIE WESTERN DEVELOPMENT CORP.

Legal Entity Status:

Active

Nuans Number:

83196740

Nuans Date:

2005/04/18 (YYYY/MM/DD)

REGISTERED

ADDRESS

Street/Box Number:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

RECORDS ADDRESS

Street/Box Number:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

The information in this

legal entity table

supersedes equivalent electronic attachments

Share Structure:

UNLIMITED CLASS "A" COMMON VOTING SHARES. UNLIMITED CLASS "B" COMMON

VOTING SHARES. UNLIMITED CLASS "C" COMMON NON-VOTING SHARES. UNLIMITED

CLASS "D" PREFERRED NON-VOTING SHARES.

Share Transfers

Restrictions:

SHARE TRANSFERS SHALL BE SUBJECT TO THE TERMS OF ANY UNANIMOUS

SHAREHOLDERS AGREEMENT AND SUBJECT TO THE APPROVAL OF THE BOARD OF

DIRECTORS.

Min Number Of

Directors:

1

Max Number Of

Directors:

12

Business Restricted To:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Business Restricted From: THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Other Provisions:

THE LIABILITY OF THE MEMBERS IS LIMITED.

Registration Date:

2005/04/18 (YYYY/MM/DD)

Associated NWPTA Registrations

No	Records	returned
1 10	ICCCOLUS	rotuince

Continuance

No Records returned

Director / Shareholder / Liquidator

Last Name / Corporation Name	First Name	Middle Name
GARBER	ALLAN	
PRUE (IN TRUST)	SHANEL	

Attorney

No Records returned

Attachment

No Records returned

Annual Return

File Year	Date Filed
2014	2014/03/25
2013	2013/03/22
2012	2012/06/07
2011	2011/04/07
2010	2010/06/09
2009	2009/05/20
2008	2008/04/08
2007	2008/04/08
2006	2006/05/08

Court Order

No Records returned

Successor of Amalgamation

No Records returned

Amalgamating Corporations Registered In Alberta No Records returned Amalgamating Corporation - Not Registered in Alberta No Records returned Successor of Merger No Records returned

Merging Corporations

No Records returned Not For Resale

EXHIBIT E

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

Date of Search:

2014/11/19

Time of Search:

09:46 AM

Search provided by:

OGILVIE LLP, Edmonton

Service Request Number:

22387155

Customer Reference Number: 59603.1/KAR

Corporate Access Number: 2011651292

Legal Entity Name:

PRAIRIE WESTERN DEVELOPMENT CORP.

Legal Entity Status:

Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date:

2005/04/18 YYYY/MM/DD

Registered Office:

Street:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

Records Address:

Street:

201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 2Y3

Directors:

Last Name:

GARBER

First Name:

ALLAN

Street/Box Number: 201, 11404 WINTERBURN ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T5S 1Y3

Voting Shareholders:

Last Name:

PRUE (IN TRUST)

First Name:

SHANEL

Street:

17, 99 26321 SH 627

City:

SPRUCE GROVE

Province:

ALBERTA

Postal Code:

T7Y 1C7

This is Exhibit " in the Affidavit of

Sworn before me this

A Commissioner for Oaths in and for Alberta

Nadeem Walji A Commissioner of Oaths in and for the Province of Alberta My Commission expires on August 06, 20 17 Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:

UNLIMITED CLASS "A" COMMON VOTING SHARES, UNLIMITED CLASS "B" COMMON VOTING

SHARES. UNLIMITED CLASS "C" COMMON NON-VOTING SHARES. UNLIMITED CLASS "D"

PREFERRED NON-VOTING SHARES.

Share Transfers Restrictions:

SHARE TRANSFERS SHALL BE SUBJECT TO THE TERMS OF ANY UNANIMOUS SHAREHOLDERS

AGREEMENT AND SUBJECT TO THE APPROVAL OF THE BOARD OF DIRECTORS.

Min Number Of

1

Directors:

Max Number Of Directors:

12

 $\frac{Business\ Restricted}{m}\ THERE\ ARE\ NO\ RESTRICTIONS\ ON\ THE\ BUSINESS\ THE\ CORPORATION\ MAY\ CARRY\ ON.$

Business Restricted

From:

THERE ARE NO RESTRICTIONS ON THE BUSINESS THE CORPORATION MAY CARRY ON.

Other Provisions:

THE LIABILITY OF THE MEMBERS IS LIMITED.

Holding Shares In:

Legal Entity Name
1324206 ALBERTA LTD.

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
PRAIRIE WESTERN INVESTMENTS	TN13671706
WHITEMUD HEIGHTS	TN13285127

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2014	2014/03/25

Filing History:

List Date (YYYY/M	M/DD) Type of Filing
2005/04/18	Incorporate Alberta Corporation
2011/08/31	Change Address
2014/03/25	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2014/09/29	Change Director / Shareholder

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.



EXHIBIT F

Canada !

Industry Canada

Home > Bankruptcy > Office of the SuperIntendent of Bankruptcy Canada >

Office of the Superintendent of Bankruptcy Canada

	Welcome Ogilvi	e and Company (Ogilvie and Company <u>In</u>	structions My OSB a	ccount Search
earch results					
see detailed information on a save it to your desktop.	any listing, click on	the name of the	business or individual be	low. Don't forget t	o print the info
Search Criteria Derek Prue > In	dividual > alberta				
BIA Records CCAA Record	s	4 66 60			
Search results					
Name	Estate number	Date of Birth	Date of Proceeding	Province of Insolvency	Trustee
<u>Prue, Derek</u>	24-115709		2014-04-24	alberta	MNP LTD /

Nadeem Walji
A Commissioner of Oaths in and for
the Province of Alberta
My Commission expires on August 06, 2017

anac

Industry Canada

Home > Bankruptcy > Office of the Superintendent of Bankruptcy Canada >

Office of the Superintendent of Bankruptcy Canada

Welcome Ogilvie and Company Ogilvie and Company | Instructions | My OSB account | Search | Loquut

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI) 2014-11-19

Search Criteria | Critères de recherche :

Name | Nom = Derek Prue, Province = alberta, Name Type |

204, 5013 - 48th Street, Stoney Plain, alberta, T7Z1C4

Type de nom = Individual | Particulier

Reference | Référence :

59603.1/KAR

24-115715

Prue, Derek

1972-03-24

2014-06-12

\$9,258,473

24-115715

alberta | Alberta

BANKRUPTCY | FAILLITE

2014-07-02 11:00:00

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2014-11-17, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2014-11-17, selon les critères de recherche susmentionnés.

BIA Estate Number |

Numéro du dossier en vertu de la LFI

BIA Estate Name |

Nom du dossier en vertu de la LFI :

Birth Date | Date de naissance 🗈

Province:

Address | Adresse :

Estate Type | Type de dossier :

Date of Proceeding | Date de la procédure : Total Liabilities* | Total du passif*:

Total Assets* | Total de l'actif* :

First Meeting of Creditors 1 Première assemblée des créanciers

Discharge Status | Statut de la libération :

Effective Date | Date d'entrée en vigueur :

Court Number | Numéro de cour :

*As declared by debtor | Tel que déclaré par le débiteur

Appointed Trustee or Administrator |

Syndic ou administrateur nommé :

Responsible Person | Personne responsable :

Address | Adresse :

Fax | Télécopieur :

Telephone | Téléphone :

MNP LTD / MNP LTEE

SIRRS, ERIC ALFRED

Bell Tower, Suite 500, 10104 - 103 Avenue, Edmonton, alberta,

Canada, T5J0H8

780-455-1155

780-409-5415

Trustee or Administrator's Discharge Date |

Date de la libération du syndic ou de l'administrateur :







anada'

Industry Canada

Home > Bankruptcy > Office of the Superintendent of Bankruptcy Canada >

Office of the Superintendent of Bankruptcy Canada

Welcome Ogilvie and Company Ogilvie and Company | Instructions | My OSB account | Search | Loquut

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI) 2014-11-19

Search Criteria | Critères de recherche

Name | Nom = Derek Prue, Province = alberta, Name Type |

Type de nom = Individual | Particulier

Reference | Référence : 59603.1/KAR

A search of the Office of the Superintendent of Bankruptcy records has revealed the following information, for the period 1978 to 2014-11-17, based on the search criteria above-mentioned.

Une recherche dans les dossiers du Bureau du surintendant des faillites a permis de trouver l'information suivante, pour la période allant de 1978 à 2014-11-17, selon les critères de recherche susmentionnés.

BIA Estate Number |

Numéro du dossier en vertu de la LFI

24-115709

BIA Estate Name |

Nom du dossier en vertu de la LFI :

Prue, Derek

Birth Date | Date de naissance :

Province:

alberta | Alberta

Address | Adresse :

Estate Type | Type de dossier :

PETITION GRANTED | REQUÊTE ACCORDÉE

Date of Proceeding | Date de la procédure :

2014-04-24

Total Liabilities* | Total du passif* :

\$0 \$0

Total Assets* | Total de l'actif* :

First Meeting of Creditors 1

Première assemblée des créanciers :

Discharge Status | Statut de la libération :

Effective Date | Date d'entrée en vigueur :

Court Number | Numéro de cour

24-115709

*As declared by debtor | Tel que déclaré par le débiteur

Appointed Trustee or Administrator |

Syndic ou administrateur nommé :

MNP LTD / MNP LTEE

Responsible Person | Personne responsable :

ALAM, MIRZA ZAKI

Address | Adresse :

Bell Tower, Suite 500, 10104-103 Avenue, Edmonton, alberta,

Canada, T530H8

Telephone | Téléphone : 780-455-1155

Fax | Télécopieur :

780-409-5415

Trustee or Administrator's Discharge Date |

Date de la libération du syndic ou de l'administrateur :





EXHIBIT G

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

Date of Search:

2014/11/19

Time of Search:

11:39 AM

Search provided by:

OGILVIE LLP, Edmonton

Service Request Number:

22388911

Customer Reference Number: 59603.1

Corporate Access Number: 2013143546

Legal Entity Name:

WHITE CASTLE REALTY INVESTMENTS LTD.

Legal Entity Status:

Active

Alberta Corporation Type: Named Alberta Corporation

Registration Date:

2007/04/11 YYYY/MM/DD

Date of Last Status Change: 2011/08/24 YYYY/MM/DD

Registered Office:

Street:

1583 HECTOR ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T6R 2Z4

Records Address:

Street:

1583 HECTOR ROAD NW

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T6R 2Z4

Directors:

Last Name:

DHINSA

First Name:

MANJINDER

Street/Box Number: 1725 - 65 STREET

City: Province:

EDMONTON ALBERTA

Postal Code:

T6L 1N1

Last Name:

SHEN

First Name:

GEORGE

Middle Name:

C.

Street/Box Number: 1583 HECTOR ROAD

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T6R 2Z4

This is Exhibit " Sworn before me this ...! A Commissioner for Oaths in and for Alberta

Nadeem Walji A Commissioner of Oaths in and for the Province of Alberta My Commission expires on August 06, 20 17

Voting Shareholders:

Last Name:

DHINSA

First Name:

MANJINDER

Street:

1725 - 65 STREET

City:

EDMONTON

Province:

ALBERTA

Postal Code:

T6L 1N1

Percent Of Voting Shares: 50

Last Name:

SHEN

First Name:

GEORGE

Middle Name:

C.

Street:

1583 HECTOR ROAD

City: Province:

EDMONTON

x 1 0 / 1110 0 1

ALBERTA

Postal Code:

T6R 2Z4

Percent Of Voting Shares: 50

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:

AS PER SCHEDULE "A" ATTACHED HERETO

Share Transfers Restrictions:

THE RIGHT TO TRANSFER THE CORPORATION'S SHARES IS RESTRICTED EXCEPT BY APPROVAL

OF THE BOARD OF DIRECTORS WHICH MAY BE ARBITRARILY WITHHELD.

Min Number Of

Directors:

1

Max Number Of

Directors:

7

Business Restricted

To:

THERE SHALL BE NO RESTRICTIONS OR LIMITATIONS ON THE BUSINESS OF THE COMPANY.

Business Restricted

From:

THERE SHALL BE NO RESTRICTIONS OR LIMITATIONS ON THE BUSINESS OF THE COMPANY.

Other Provisions:

AS PER SCHEDULE "B" ATTACHED HERETO

Holding Shares In:

Legal Entity Name
1324206 ALBERTA LTD.
1328726 ALBERTA LTD.
LOVINAC GRANT HOLDINGS LTD.

Other Information:

Last Annual Return Filed:

I	File Year Date	Filed (YYYY/MM/DD)
i		- 1

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2007/04/11	Incorporate Alberta Corporation
2011/06/02	Status Changed to Start for Failure to File Annual Returns
2014/06/20	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2007/04/11
Other Rules or Provisions	ELECTRONIC	2007/04/11

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.



EXHIBIT H

this 7th day of May 2003

THIS AGREEMENT MADE effective this 7th day of May, 2007.

BETWEEN:

DEAN ALEXANDER, of the Province of Alberta ("Alexander")

- and -

PRAIRIE WESTERN DEVELOPMENT CORP. a body corporate duly incorporated pursuant to the laws of the Province of Alberta ("Prairie Western")

MASTER DEVELOPMENT AGREEMENT

1. DEFINITIONS

- 1.1 The following terms within this Agreement will have the meanings as follows:
 - (a) "Agreement" means this Master Development Agreement;
 - (b) "Alexander" means Dean Alexander, of the Province of Alberta;
 - (c) "Band Council Resolution" means such Enoch resolutions that may be necessary to confirm or allow Prairie Western and Alexander to carry out the terms of this Agreement;
 - (d) "CP" means the Certificate of Possession held by Alexander in respect of the NE ¼ 23-52-26 W4M;
 - (e) "Enoch" means Enoch Cree Nation #440, an Indian Band recognized by Indian and Northern Affairs Canada;
 - (f) "Head Lease" means the lease between Her Majesty and Prairie Western in respect of the Lands and, if applicable, the Option Lands;
 - (g) "Her Majesty" means Her Majesty the Queen in Right of Canada;
 - (h) "INAC" means Indian and Northern Affairs (Canada);
 - (i) "Option Lands" means that portion of the NE ½ 23-52-26 W4M more particularly described in Schedule "B" attached hereto;

(i) "Option Lands Ground Breaking Date" means the earlier of February 28th, 2008 or the date on which Prairie Western commences excavation on the Option Lands and for greater certainty, does not mean survey work, site clearing or site preparation;

This is Exhibit "

" referred to

John Ray

Sworn before me this...

. A.D. 20 14

A Commissioner for Oaths in and for Alberta

Nadeem Wall

A Commissioner of Oaths in and for PEZ:01 60 EZ PO the Province of Alberta

Commission expires on August 06, 20

grd

{075145/0005 00015176,DOC:7}

- (k) "Non-Project Lands" means lands with NE 1/2 23-52-26 W4M other than the Project Lands and the Option Lands:
- (l)"Parties" or "Party" means the parties to this Agreement:
- "Project" means the construction and development of a 123 unit multi-(m)family residential project on the Lands, and, if applicable, an additional multi-family residential complex on the Option Lands;
- (n) "Project Lands" means that portion of the NE ¼ 23-52-26 W4M more particularly described in Schedule "A" attached hereto;
- (0) "Project Lands Ground Breaking Date" means the earlier of August 31st 2007 or the date on which Prairie Western commences excavation on the Project Lands and for greater certainty, does not mean survey work, site clearing or site preparation:
- "Prairie Western" means Prairie Western Development Corp. or related. (p) subsidiary or affiliated corporations of Prairie Western, or Prairie Western's directors or major voting shareholders, as the context may require.

2. THE PARTIES

- 2.1 Prairie Western is a company incorporated pursuant to the provisions of the Alberta Business Corporations Act, having its registered office in the City of Edmonton, in the Province of Alberta and will be the lessee under the Head Lease and the developer of the Project.
- 2.2 Alexander is a member of Enoch and is the holder of the CP.

3. **PURPOSE**

- This Agreement details the agreement of Alexander to lease the Project Lands. 3.1 and if applicable the Option Lands, to Prairie Western for the Project.
- The parties agree that they will perform this Agreement, negotiate and perform 3.2 any further agreements and perform all other acts required in furtherance of the purpose of this Agreement and the Project in the utmost of good faith and with a view to the best interests of the Project and of the related ancillary businesses of the Project.

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4. APPLICABLE LAWS

4.1 The Parties acknowledge that the Project may be subject to a real property tax levy imposed by Enoch and further agree to at all times adhere to all applicable laws relating to the Project and, without restricting the generality of the foregoing to adhere to any housing and residency laws imposed by Enoch in relation to the Project.

5. THE RESPONSIBILITIES OF ALEXANDER

- 5.1 Alexander will use his best efforts to arrange, but not pay for, all servicing required for the adequate and unhindered provision of utilities such as power, water and sewage for the Project and for any access roads required for the Project, including the use of his best efforts to secure the provision of any required right of ways for servicing infrastructure and access roads and a servicing agreement with Enoch or its nominee responsible for providing such services. Alexander acknowledges that if Enoch does not provide servicing to the Project, Prairie Western may elect to construct the servicing infrastructure on the Non-Project Lands, in which case, Alexander will make a portion of the Non-Project Lands available to Prairie Western for the servicing infrastructure required to provide services to the Project, at no additional cost.
- 5.2 Alexander will execute and deliver any documents and agreements required or contemplated for the financing of the Project, provided that there will be no recourse to any of Enoch's or Alexander's assets, other than Alexander's interest in the Project (which, as of the date of this Agreement are the administration payments under section 6.2 of this Agreement).
- 5.3 Alexander will take all actions that are within his power or control to prevent the creation of any tiens in respect of the Project Lands and if applicable, the Option Lands, or in respect of any adjacent lands where such liens in respect of such adjacent lands could materially affect the efficient operation of the Project.
- Alexander will provide any consents or approvals that are in within his power or control that, in the opinion of Prairie Western or as required by any financing agreements for the Project, are necessary or desirable for the development, construction, efficient operation or financing of the Project, and Alexander will take such other actions within his power or control, to cooperate with Prairie Western in the development, construction, operation and financing of the Project, provided however that such consent, approval or cooperation is not detrimental to him.
- 5.5 Alexander agrees not to take any actions that could materially adversely affect the development, construction or efficient operation of the Project.
- 5.6 Alexander will use his best efforts to obtain the Band Council Resolutions.

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- 5.7 Alexander will use his best efforts to ensure that Enoch will, upon commercially reasonable terms, allow egress and ingress at all times across its reserve lands and provide such rights of way and easements so as to allow vehicle, utility, communications, foot, pipeline and any other forms access reasonably needed for the Project.
- 5.8 Alexander will use his best efforts to ensure that Enoch will at all times comply with the requirements of any governmental body having statutory, regulatory or by-law control over Enoch's reserve lands or the Project, inclusive of the requirements of the Indian Act.
- 5.9 Alexander will use his best efforts to ensure that Enoch, and in particular the Chief of Enoch together with the Council, will use their best efforts to promote and facilitate the successful completion and operation of the Project.
- 5.10 Alexander agrees to cooperate, as reasonably necessary, with Prairie Western in Prairie Western's development of the Project including but not limited to the planning, engineering, environmental assessments, specifications, preliminary and final approvals, and rulings and obtaining financing for the pre-construction and construction phases of the Project.

6. THE RESPONSIBILITIES OF PRAIRIE WESTERN

- 6.1 In consideration for entering into this Agreement, Prairie Western will pay the sum of Two Million Four Hundred Thousand (\$2,400,000.00) Dollars to Alexander or Her Majesty in accordance with the Head Lease as follows:
 - (a) the sum of One Hundred and Ten Thousand (\$110,000.00) Dollars within one (1) week of the signing of this Agreement by Prairie Western and Alexander (Alexander acknowledges that Prairie Western has already paid him Ten Thousand (\$10,000.00) Dollars of this amount);
 - (b) the sum of One Million Eight Hundred and Ninety Thousand (\$1,890,000.00) Dollars as follows:
 - (i) One Hundred Thousand (\$100,000.00) Dollars within five (5) days of the Project Lands Ground Breaking Date;
 - (ii) Seven Hundred Thousand (\$700,000.00) Dollars in quarterly payments of One Hundred Thousand (\$100,000.00) Dollars commencing on the first day of the fourth month following the month in which the Project Lands Ground Breaking Date occurs;
 - (iii) The outstanding balance after the payments under Subsections 6.1(b)(i) and 6.1(b)(ii) on the earlier of three (3) months after the last payment under Section 6.1(b)(ii) or the date on which the first unit in the Project is occupied;

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(c) the sum of Four Hundred Thousand (\$400,000.00) Dollars, which Prairie Western is entitled to set off against the Project management fee to which Prairie Western is entitled under Section 6.3.

The schedule of payments is more specifically described in Schedule "C" attached hereto. Any amounts that have not been paid when due shall bear interest at the rate established from time to time by the Treasury Board of Canada for Indian monies held in the Government of Canada's Consolidated Revenue Fund, plus five (5%) per cent, calculated quarterly and compounded semi-annually, from the date payment is due until the date payment is made.

- 6.2 In further consideration for the issuance of the Head Lease, Prairie Western will incorporate into the by-laws of the resident's association which will be formed as a component of the development of the Project, provisions satisfactory to Alexander, acting reasonably, which, to the extent permitted by applicable law, provide that during the life of the Project and the resident's association or any successor thereof, Alexander receives a monthly administration fee of not less than ten (10%) per cent of the monthly fee charged on each unit in the Project.
- 6.3 The responsibilities of Prairie Western will be to act as the manager of the Project with respect to the financing, construction, marketing and operation of the Project and all other reasonably required activities related to, or associated with the progress or continuation of the Project consistent with the purpose of this Agreement, including and without limiting the generality of the foregoing, the following:
 - (a) assisting Enoch and/or Alexander in the negotiation of the Head Lease with INAC;
 - (b) retaining such architects, engineers, accountants, lawyers and other professionals and advisors as may be required in order to develop or further the Project, excepting only legal counsel retained by Enoch and Alexander to represent their interests;
 - (c) overseeing the planning, construction, and sale of the multi-family residential units.

In consideration of providing these services, Alexander agrees that Prairie Western is entitled to a Project management fee of Four Hundred Thousand (\$400,000.00) Dollars in respect of the Project Lands and a further Four Hundred Thousand (\$400,000.00) Dollars in respect of the Option Lands if applicable, the payment of such Project management fee to be restricted to a set off against the consideration payable for the Project Lands in accordance with Subsection 6.1(c) or the Option Lands under Subsection 8.3(c) as the case may be, with Alexander under no circumstances having to pay the Project management fee in any fashion other than the above noted set off.

6.4 Prairie Western will arrange the necessary financing for the Project, which will pledge the leasehold interest in the Project Lands and if applicable, the Option

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Lands, the Project revenues and any improvements erected or constructed on the Lands as security for the financing requirements. All financing shall be without any recourse to any other assets of Enoch or Alexander other than Alexander's interest in the Project (which, as of the date of this Agreement are the administration payments under section 6.2 of this Agreement).

7. THE HEAD LEASE

- 7.1 The Head Lease shall be based upon the INAC standard form of Head Lease and shall be for a term of forty-nine (49) years, encompass the Lands and provide for a rental payment payable to Alexander or Her Majesty in accordance with the provisions of Section 6.1 hereof. In the event Prairie Western exercises the Option, the Option Lands shall also form a part of the Head Lease provided however that the Head Lease shall in such event encompass the Option Lands as well and shall provide for an additional rental payment payable to Alexander or Her Majesty in accordance with the Head Lease and in accordance with the provisions of Section 8.3 hereof. The form of the Head Lease will:
 - be duly registered and recorded at the appropriate government registry offices;
 - (b) set out multi-family residential purposes;
 - (c) be subject to approval by Prairie Western, acting reasonably.
- 7.2 Upon the expiry of the term of the Head Lease, Prairie Western shall have a right of first refusal to match any arrangement proposed to be entered into by Alexander for a new lease of the Project Lands and, if applicable, the Option Lands.

8. OPTION

- 8.1 In consideration of the sum of One (\$1.00) Dollar paid to Alexander by Prairie Western, the receipt of which is hereby acknowledged, Alexander hereby grants to Prairie Western the Option to purchase the Option Lands, at and for the purchase price of Two Million Four Hundred Thousand (\$2,400,000.00) Dollars (the "Option").
- 8.2 The Option must be exercised by Prairie Western on or before June 30, 2007 by Prairie Western given written notice to Alexander in accordance with the terms of the notice provisions contained herein of their intention to exercise the Option, failing which the Option shall be null and void and of no further force and effect as of July 1, 2007.

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- 8.3 Prairie Western will pay the Option purchase price of Two Million Four Hundred Thousand (\$2,400,000.00) Dollars to Alexander or Her Majesty the Queen in accordance with the Head Lease as follows:
 - the sum of One Hundred Thousand (\$100,000.00) Dollars within one (1) week of exercising the Option pursuant to Section 8.2;
 - (b) the sum of One Million Nine Hundred Thousand (\$1,900,000.00) Dollars as follows:
 - One Hundred Thousand (\$100,000.00) Dollars within five (5) days of the Option Lands Ground Breaking Date;
 - (ii) Five Hundred and Twenty-Five Thousand (\$525,000.00) Dollars in quarterly payments of Seventy-Five Thousand (\$75,000.00) Dollars commencing on the first day of the fourth month following the month in which the Option Lands Ground Breaking Date occurs;
 - (iii) The outstanding balance after the payments under Subsections 8.3(b)(i) and 8.3(b)(ii) on the earlier of one (1) month after the last payment under Subsection 8.3(b)(ii) or the date on which the first unit in the Project is occupied.
 - (c) the sum of Four Hundred Thousand (\$400,000.00) Dollars, which Prairie Western is entitled to set off against the Project management fee to which Prairie Western is entitled under Section 6.3.

The schedule of payments is more specifically described in Schedule "D" attached hereto. Any amounts that have not been paid when due shall bear interest at the rate established from time to time by the Treasury Board of Canada for Indian monies held in the Government of Canada's Consolidated Revenue Fund, plus five (5%) per cent, calculated quarterly and compounded semi-annually, from the date payment is due until the date payment is made.

9. REPRESENTATIONS

- 9.1 Alexander represents and confirms that he is entitled enter into this Agreement and to approve the Head Lease of the Project Lands and, if applicable, the Option Lands and that he has the power and authority to delegate and assign to Prairie Western the rights necessary to construct and operate the Project in accordance with the terms of this Agreement.
- 9.2 The Parties shall not be deemed to be in partnership with each other and each of the Parties shall be solely responsible for their own debts and obligations incurred in accordance with the terms of this Agreement, unless otherwise agreed to herein or in any subsequent agreement entered into between the Parties.

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10. LIABILITY AND INDEMNITY

- 10.1 The rights, duties, obligations and liabilities of the Parties under this Agreement are separate and several and not joint or joint and several.
- 10.2 Each Party (in this Section referred to as an "Indemnitor") shall be liable for and furthermore indemnify and hold harmless the other Parties (in this Section referred to as the "Indemnitee") and the directors officers, shareholders, employees, agents, successors, assigns and representatives of the Indemnitee from and against any and all losses, claims, damages and liabilities arising out of any act of the Indemnitor or any of its directors, officers, employees, agents, successors, assigns or representatives undertaken so as to bind the Indemnitee or make the Indemnitee liable without its express written consent or arising out of any assumption of any obligation or responsibility by the Indemnitor or any of its directors, officers, employees, agents, successors, assigns or representatives undertaken so as to bind the Indemnitee or make it liable without its express written consent.

11. CONFIDENTIALITY

- 11.1 The matters set forth in this Agreement and any information provided with respect to the Project are confidential. Unless otherwise required by law, such information shall not be disclosed to any other person or entity without the prior written consent of the other Party. The parties may disclose such information to their affiliates and their respective consultants who need to know such information in order to conclude the transactions contemplated by this Agreement and who are informed of the obligation to keep such information confidential. Further Prairie Western may disclose such information to the lenders providing financing for the Project
- 11.2 This Section will survive the termination of this Agreement.

12. TERMINATION

- 12.1 The Parties may terminate this Agreement, upon thirty (30) days written notice personally served on all parties to such agreements, in the event that:
 - (a) Her Majesty does not issue the Head Lease of the Project Lands and if applicable, the Option Lands, to Prairie Western in accordance with the terms of this Agreement;
 - (b) Prairie Western does not approve the form of Head Lease after exhausting all reasonable efforts, at its discretion, to negotiate an acceptable Head Lease in relation to the Project Lands for the purposes of

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the Project, including the ability to be pledged as security for any financing requirements of the Project;

- (c) Enoch does not provide the servicing and access roads required for the Project, including without restriction any permits:
- (d) Enoch does not provide any of the Band Council Resolutions that are required for the Project.

In the event that this Agreement is terminated pursuant to this Section 12.1, then Alexander shall be required to forthwith repay to Prairie Western any amounts that Prairie Western has paid to Alexander under this Agreement in accordance with Articles 6 and 8, save and except for the One Hundred and Ten Thousand (\$110,000.00) Dollars paid under Subsection 6.1(a) and the One Hundred Thousand (\$100,000.00) Dollars paid under Subsection 8.3(a). Any amounts that have not been repaid within thirty (30) days of termination of this Agreement shall bear interest at the rate established from time to time by the Treasury Board of Canada for Indian monies held in the Government of Canada's Consolidated Revenue Fund, plus five (5%) per cent, calculated quarterly and compounded semi-annually, from the date payment is due until the date payment is made.

- 12.2 Either Party may terminate this Agreement, upon sixty (60) days written notice personally served on the other Party, in the event that the other Party is in default of their obligations hereunder and fails to take necessary steps to correct such default, including commencement of appropriate Court Actions, it being understood that correction of the default may take longer than sixty (60) days depending on the nature of the default and the time requirements of any action commenced.
- 12.3 Upon the termination of this Agreement, the Parties are each released from any and all obligations set out herein to the other Party, except as otherwise provided in this Agreement.

13. SERVICING

- 13.1 The Parties acknowledge that it is unknown whether Enoch will have constructed the servicing infrastructure required to provide services to the Project prior to completion of the Project. If Enoch does not provide services to the Project, then Prairie Western may, at it option, terminate this agreement under Section 12.1 or proceed to construct the infrastructure for services on the Non-Project Lands. If Prairie Western elects to construct the infrastructure for the services on the Non-Project Lands, then the amounts payable under this Agreement are amended as follows:
 - (a) Section 6.1 The consideration for the Head Lease is reduced to Two Million (\$2,000,000,00) Dollars. The reduction will be taken from the last payments due under Subsection 6.1(b);

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Section 8.3 - The consideration for the Option is reduced to One Million (b) Five Hundred Thousand (\$1,500,000.00) Dollars. The reduction will be taken from the last payments due under Subsections 8.3(b).

14. **GENERAL PROVISIONS**

- 14.1 This Agreement constitutes the entire agreement between the Parties as at the effective date and supersedes and incorporates any and all agreements. representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matters hereof. This Agreement may not be amended, altered or modified except in writing signed by both the Parties.
- 14.2 Any notices under this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, postage prepaid, return receipt requested, to the Parties at the address herein set forth.
- 14.3 The addresses for notices are as follows:
 - (a) Dean Alexander, addressed to him at:

Box 144, Enoch, AB T7X 3Y3

with a copy to:

Witten LLP Barristers and Solicitors 2500, 10303 Jasper Avenue Edmonton AB T5J 3N6 Attention: Roger A. Smith

(b) Prairie Western, addressed to it at:

> #104, 5013 - 48 Street Stony Plain, Alberta T7Z 1L8 Attention: Derek Prue

with a copy to:

Kennedy Agrios LLP Barristers and Solicitors 1325, 10180 - 101 Street Edmonton, AB T5J 3S4 Attention: Janice A. Agrios, Q.C.

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- 14.4 All notices, demands and requests shall be effective five (5) days after being deposited in the Canada mail. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt on the return receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or Request sent, unless it is reasonable for any Party to be aware of a changed address of the other Party.
- 14.5 Any Party may amend its address for service upon thirty (30) days written notice.
- 14.6 The Parties will do such things and execute such further documents, agreements, assurances and conveyances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 14.7 Wherever the singular is used it is deemed to extend to and include the plural, and when one gender is used it will include all genders. Any reference to a Party extends to his heirs, executors, administrators, successors and permitted assigns.
- 14.8 The Parties agree that time is of the essence in all matters dealt with by this Agreement.
- 14.9 If any term, covenant or condition of this Agreement, or the application thereof, should to any extent be invalid or unenforceable to any Party or circumstance, the remainder of this Agreement, or the application of such term, covenant or condition to a Party or circumstance, will not be affected other than those to which it is held invalid or unenforceable.
- 14:10 This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.
- 14.11 This Agreement shall be governed by the laws of the Province of Alberta.
- 14.12 The rights and remedies of either of the Parties hereunder shall not be mutually exclusive, i.e.; the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agree that, in the event of a breach or threatened breach of any provision hereof; the respective rights and obligations hereunder may be enforceable by specific performance, injunction or other equitable remedy or in law without limitation.
- 14.13 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

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14:14 The Agreement may not be assigned by either Party hereto to a third Party with the prior written consent of the other Party hereto, such consent not to be unreasonably withheld, provided that Prairie Western may assign this Agreement to an affiliated corporation in its sole discretion without the consent of Alexander.

IN WITNESS WHEREOF the Parties have set their hands and affixed their corporate seals attested by the hands of its duly authorized officers, as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of Witness

Dean Alexander

PRAIRIE WESTERN INC

Per:

Per:

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SCHEDULE A

This is Schedule "A" to the Master Agreement entered into the 7th day of May, 2007 between Dean Alexander and Prairie Western Development Corp.

The Project Lands

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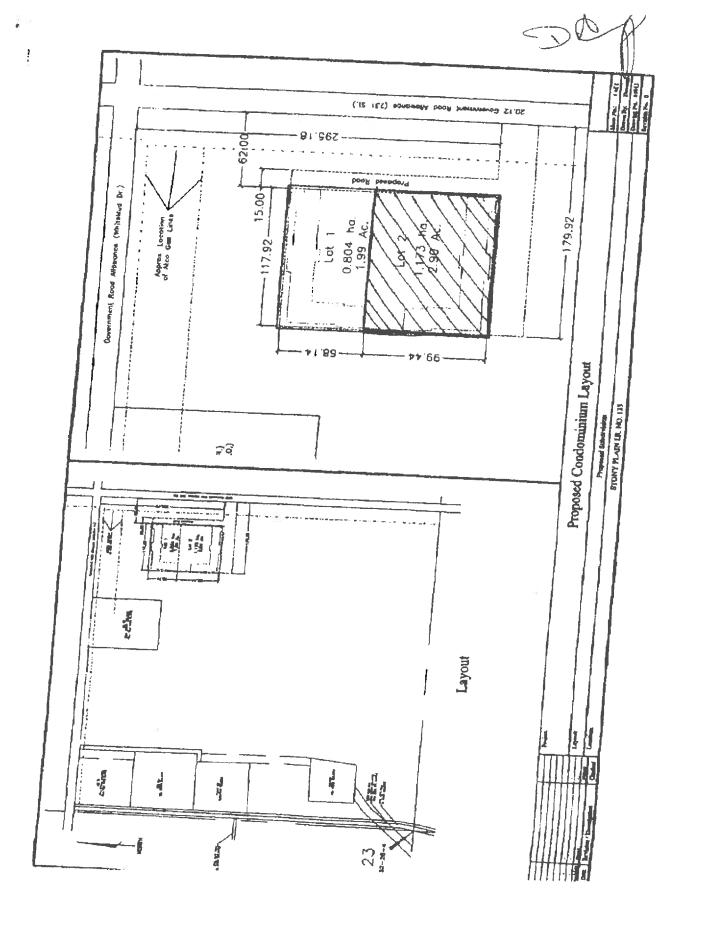


EXHIBIT I

This Amending Agreement made effective July 3/st 2007. BETWEEN:

DEAN ALEXANDER

" referred to	
in the Affidavit of	٠,
John Karath	
Swem before me this	
of November A.D., 20.14	
MAJON:	
A Commissioner for Oaths in and for Alberta Nadeem Walji	
A Commissioner of Oaths in and for	
The Province of Alberta	
ly Commission expires on August 06, 20	t'

and -

PRAIRIE WESTERN DEVELOPMENT CORP.

("Skyrlder")

AMENDING AGREEMENT

In respect of the

MASTER DEVELOPMENT AGREEMENT, DATED APRIL 15, 2007

THE PARTIES AGREE that the following Section 7.2 of the Master Development Agreement is deleted and replaced with the following sections:

- 7.2 Upon the expiry of the term of the Head Lease, Alexander agrees that Prairie Western, the subjessees of any of the units in the Project and the Residents' Association, as the case may be, shall be entitled to renew their leases by providing written notice plue the sum one (\$1.00) dollar to Alexander or the party entitled to the reversionary interest in the Project Lands and, if applicable, the Option Lands. Alexander shall advise the Prairie Western and the Residents' Association of any transfer of the reversionary interest in the Project Lands and, if applicable, the Option Lands for the purpose of providing notice under this section. Alexander shall use his best efforts to:
 - either have this right of renewal included as a term of the Head Lease or have the term of the Head Lease extended to ninety-eight (98) years; or
 - (b) any party who acquires the reversionary interest in the Project Lands or, if applicable, the Option Lands agrees to be bound by this right of renewal.
- 7.3 In the event that the right of renewal in Section 7.2 is not enforceable for any reason, then upon the expiry of the term of the Head Lease, Prairie Western, the sublessess of any of the units in the Project and the Residents' Association, as the case may be, shall have a right of first refusal to match any arrangement proposed to be entered into by Alexander for a new lease of the Project Lands and, if applicable, the Option Lands.

DATED THIS 31 day of July, 2007

DEAN ALEXANDER

Per:

Berek Prile Prairie Woten Dadopnatka