

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36**

- AND -

**IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*,
R.S.C. 1985 c. C-44**

- AND -

**IN THE MATTER OF THE BRITISH COLUMBIA *BUSINESS CORPORATIONS ACT*,
S.B.C. 2002, c. 57**

- AND -

**IN THE MATTER OF
REDCORP VENTURES LTD.
and REDFERN RESOURCES LTD.**

**SEVENTH REPORT OF THE RECEIVER
ALVAREZ & MARSAL CANADA INC.
(FORMERLY MCINTOSH & MORAWETZ INC.)**

INTRODUCTION

1. This report (the “**Seventh Report**”) is filed by Alvarez & Marsal Canada Inc., formerly McIntosh & Morawetz Inc. (“**A&M**”), in its capacity as Court-appointed Interim Receiver and Receiver (in such capacities, the “**Receiver**”) of certain assets, undertakings and properties of Redcorp Ventures Ltd. (“**Redcorp**”) and Redfern Resources Ltd. (“**Redfern**”) (collectively, the “**Petitioners**” or the “**Companies**”).

2. Pursuant to an order of the Supreme Court of British Columbia (the “**Court**”) dated May 29, 2009 (the “**Appointment Order**”), A&M was appointed Receiver, without security, of the Petitioners’ current and future personal assets, undertakings and properties, including all proceeds thereof, including, without limitations, all cash, money, goods, equipment, inventory, books and records, securities, choses in action, instruments, document of title, accounts, receivables, intangibles, certain mineral claims as administered by the Ministry of Energy, Mines and Petroleum Resources and certain royalty or other interests arising from oil and gas properties (collectively, the “**Property**”).
3. Pursuant to the Appointment Order, the appointment of the Receiver does not extend to nor does the Property include any interest of the Companies in:
 - (a) any real property or land interests, including without limitation any interests held in accordance with titles issued in accordance with the *Land Title Act of British Columbia*, including the real property constituting the mine site known as the Tulsequah Project;
 - (b) certain Asset Backed Commercial Paper (“**ABCP**”) secured in favour of HSBC Bank Canada (“**HSBC**”) as described in paragraph 1 of the Order granted by this Honourable Court on April 6, 2009, save and except for any interest receivable owing in respect of the predecessor notes to the ABCP for the period prior to the Receiver’s appointment;

- (c) amounts held by CIBC Mellon Trust Company in an interest escrow account and payable to the holders of the secured notes (the “**Note Holders**”) in accordance with paragraphs 6(d) and 10(a) of the Initial Order granted on March 4, 2009; and
- (d) any amounts deposited at HSBC and Royal Bank of Canada (“**RBC**”) or elsewhere by Redfern and secured in favour of parties in accordance with certain Safekeeping Agreements under the *Mines Act* and Standby Letters of Credit issued under the *Fisheries Act*.

4. On June 29, 2009, the Companies were assigned into bankruptcy and Abakhan & Associates Inc. (the “**Trustee**”) was appointed as Trustee in Bankruptcy of the estates of each of Redcorp and Redfern. The appointment of the Trustee was affirmed at the first meetings of creditors in the bankruptcies held on July 20, 2009.
5. The Receiver has previously filed six reports, as well as a supplement to its Third Report, with this Honourable Court. Summaries of the First through Fourth Reports and the supplement to the Third Report are provided in the Receiver’s Fifth Report to Court dated March 15, 2011 (the “**Fifth Report**”). A summary of the Fifth Report is provided in the Receiver’s Sixth Report to Court dated April 29, 2011 (the “**Sixth Report**”).
6. The Receiver has also filed two applications, without a hearing and by consent during these receivership proceedings which are also described in the Fifth Report.
7. A copy of the prior reports of the Receiver and the prior orders of this Honourable Court can be found at the Receiver’s website at www.alvarezandmarsal.com/redcorpandredfern.
8. The Receiver’s most recent motion, supported by the Sixth Report, sought orders from this Honourable Court:

- (a) approving the proposed sale transaction for eight generator sets and related equipment (collectively, the “**Gensets**”), some of which was stored in Juneau, Alaska, and some of which was stored in Savona, British Columbia (the “**Genset Sale Transaction**”);
- (b) vesting in R.J. Turner and Associates Inc. all right, title and interest in the Gensets free and clear of all liens, security interests and other encumbrances;
- (c) authorizing and directing the Receiver to pay to the Trustee of Redfern \$814,971 upon closing of the Genset Sale Transaction;
- (d) authorizing and directing the Receiver to make an eighth interim distribution of \$1.5 million to the Note Trustee for the Note Holders in partial repayment of the Secured Notes;
- (e) authorizing and directing the Receiver to direct Davis to pay NC Power Systems Company the sum of \$55,606, plus a per diem of \$19.26 after the date of the Sixth Report, in full satisfaction of its interest in the proceeds from the sale of the Gator Tug; and
- (f) approving the activities of the Receiver from March 15, 2011 (the date of the Fifth Report) to the date of the Sixth Report.

On May 20, 2011, the Court granted two orders which collectively granted the relief sought in the Sixth Report.

9. This Seventh Report is filed in support of the Receiver's motion seeking orders from this Honourable Court:

- (a) approving the proposed sale transaction for eight floatation cells and related equipment, including sixty 600 volt Teco-Westinghouse motors (the "**Motors**") (collectively, the "**Float Cells**") located in Juneau, Alaska, Savona, British Columbia and Edmonton, Alberta (the "**Proposed Sale Transaction**");
- (b) vesting in Pine Point Holding Corp. (the "**Purchaser**") all right, title and interest in the Float Cells free and clear of all liens, security interests and other encumbrances;
- (c) upon closing of the Proposed Sale Transaction, authorizing and directing the Receiver to direct Davis to pay to the Trustee of Redfern, the Non-BC Float Cell Proceeds (as defined herein) in the amount of \$555,508;
- (d) upon closing of the Proposed Sale Transaction, authorizing and directing the Receiver to direct Davis to pay:
 - i. \$32,770 to Teco-Westinghouse (Canada), Inc. ("**Teco**");
 - ii. \$18,165 to Alaska Marine Lines ("**AML**"); and
 - iii. \$138,600 to Global Sales & Appraisals Inc. ("**GSAI**"),in full satisfaction of storage costs owing to Teco and AML, and commissions owing to GSAI; and
- (e) approving the activities of the Receiver from April 29, 2011 (the date of the Sixth Report) to the date of this Seventh Report.

BACKGROUND

10. Redcorp's principal business was the acquisition, exploration and development of mineral properties, with its primary asset being a 100% interest in the Tulsequah Project located 100 km south of Atlin, British Columbia. The Tulsequah Project is a mine that was being developed for the production of gold, silver, copper, lead, and zinc. Redcorp's primary exploration and development activities were carried on through its wholly-owned subsidiary, Redfern. Redfern was the registered holder of 38 mineral rights in the Tulsequah Project comprised of 25 Crown granted mineral claims and 13 MTOs. Redfern also owns the mining equipment assets of the Companies.

THE SALE PROCESS

11. A summary of the Sale Process carried out by the Receiver with respect to Redfern's equipment and inventory assets, and more specifically with respect to the Float Cells, is as follows:
- The Receiver prepared a marketing package for each major category of Redfern's equipment assets, including one specifically related to Mining and Other Equipment which included the Float Cells. A copy of the marketing package for the Float Cells (the "**Marketing Package**") is attached hereto as **Appendix "A"**;
 - The Marketing Package, together with information packages for Redfern's other assets, was sent to over 140 targeted parties, including:
 - (i) those parties that had participated in the sale process conducted within the *Companies' Creditors Arrangement Act* proceedings;
 - (ii) companies in the mining industry that the Receiver believed would have an interest in some or all of the equipment; and

- (iii) parties that had contacted the Receiver to express an interest in the assets;
- the Marketing Package was posted on the Receiver's website. The Sale Process and website were advertised in the *Globe and Mail* newspaper (National Edition), the Vancouver Sun newspaper, and the *Northern Miner* (a mining industry publication). Attached hereto as **Appendix "B"** is a copy of the advertisements; and
- parties expressing an interest in the Float Cells were provided with the Receiver's Form of Offer and Terms and Conditions of Sale and were advised that any transaction resulting from the Sale Process would be subject to the approval of this Honourable Court.

12. On June 6, 2010, the Purchaser submitted an offer for various equipment including the Float Cells. The amount offered for the Float Cells was \$775,000, including \$75,000 for the Motors. However, on or about the same time, the Receiver had received interest from another party at a higher value, and accordingly, the Receiver declined the Purchaser's initial offer.
13. Concurrent with its discussions with the Purchaser, the Receiver was in discussions with the Trustee and GSAI, an equipment broker, regarding GSAI potentially assisting in seeking offers for the sale of the remaining equipment. Those discussions culminated in the Receiver agreeing to a commission rate, on a non-exclusive basis, with GSAI on any transactions that GSAI brings forward to the Receiver and which are ultimately accepted and closed.

14. On June 17, 2011, the Purchaser submitted a revised offer for the Float Cells for \$825,000, including \$75,000 for the Motors (the **"Offer"**). The Offer is attached hereto as **Appendix "C"**. During the same period, the other party that had previously expressed interest in the Float Cells discontinued communicating on the subject with the Receiver.
15. The Trustee has asserted that the Float Cell equipment domiciled outside of British Columbia and/or the proceeds of sale from same (the **"Non-BC Float Cell Equipment"**) is properly an asset vested in the Trustee. This position is not disputed by the Receiver.
16. The Receiver and the Trustee subsequently accepted the Offer, subject to the approval of this Honourable Court. The Offer is supported by the Note Holders' Committee and the inspectors of the estate of Redfern.

PROPOSED SALE TRANSACTION

17. The Proposed Sale Transaction is made on an "as is, where is" basis. The purchase price is \$825,000 (the **"Purchase Price"**).
18. It is proposed that the Purchase Price be allocated as follows:
 - \$555,508 to the Trustee (the **"Non-BC Float Cell Proceeds"**);
 - \$79,957 to the Receiver;
 - \$18,165 to AML as payment for storage arrears outstanding on the Float Cell equipment stored at AML's facility in Juneau, Alaska;
 - \$32,770 to Teco as payment for storage arrears outstanding on the Motors which are stored at Teco's facility in Edmonton, Alberta; and

- \$138,600 to GSAI as payment of its commissions on the sale of the Float Cells.

The calculations related to the above allocation are set out in the schedule attached hereto as **Appendix “D”**, and are based on the original cost of the Float Cells to Redfern and the current location of the components of the Float Cells. The Trustee has not disputed this proposed allocation.

19. The Receiver has been paying all storage, marketing and other costs (collectively, the **“Maintenance Costs”**) in relation to the Float Cells and will continue to do so until the closing of the Proposed Sale Transaction. The portion of the Purchase Price allocated to the Trustee has been reduced by Maintenance Costs incurred by the Receiver for the Non-BC Float Cell Equipment.

RECEIVER’S RECEIPTS AND DISBURSEMENTS

20. A combined summary of the Receiver’s receipts and disbursements for Redcorp and Redfern for the period May 29, 2009 to June 29, 2011 is attached hereto as **Appendix “E”**.

THE RECEIVER’S ACTIVITIES

21. Since the date of the Sixth Report, the Receiver’s activities have included, among other things, the following:
 - providing periodic updates to the Note Holders’ Committee on significant receivership matters;

- continuing with efforts to market and sell the Companies' equipment, including numerous discussions and correspondence with interested parties, offerors and purchasers of certain assets and coordinating the sale of various equipment assets;
- communicating with Davis and Lane Powell regarding lien and title matters;
- discussions and correspondence with Davis regarding the Interim Settlement Agreement and Quitclaim Agreement related to Sandvik Mining and Construction;
- discussions with Davis regarding the alternatives for the Receiver to address Sundial Marine Construction Repairs, Inc. potentially exercising its alleged lien rights as against the air cushion barge;
- communicating with the Companies' insurance broker regarding the expiry/renewal of insurance policies and reduction of coverage on the sale of assets;
- communicating with third-party storage providers and vendors regarding the storage and transfer of various equipment;
- preparing and filing required HST returns and administering various other Canadian and U.S. statutory filings;
- agreeing to a commission rate with GSAI on any equipment sale transactions that are brought forward by GSAI and ultimately accepted by the Receiver (and the Trustee where appropriate) and closed;
- responding to creditor and other enquiries; and
- maintaining the schedules of the Receiver's receipts and disbursements, and managing all banking-related matters generally.

SUMMARY COMMENTS AND RECOMMENDATIONS

22. The Sale Process was conducted in a fair and reasonable manner. The Float Cells were widely marketed over a 26-month period and the Offer is the highest offer generated for the Float Cells through the Sale Process.
23. The Note Holders' Committee and the Trustee support the Proposed Sale Transaction.
24. In order to continue to advance these proceedings, it is appropriate to approve the Sale Process and the Proposed Sale Transaction.
25. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant orders:
 - (a) approving the Proposed Sale Transaction and granting an order vesting in the Purchaser all right, title and interest in the Float Cells free and clear of all liens, security interests and other encumbrances;
 - (b) upon closing of the Proposed Sale Transaction, authorizing and directing the Receiver to direct Davis to pay to the Trustee of Redfern the Non-BC Float Cell Proceeds of \$555,508;
 - (c) upon closing of the Proposed Sale Transaction, authorizing and directing the Receiver to direct Davis to pay the following amounts in respect of storage and commissions:
 - i. \$32,770 to Teco;
 - ii. \$18,165 to AML; and
 - iii. \$138,600 to GSAI;

- (d) approving the activities of the Receiver from April 29, 2011 (the date of the Sixth Report) to the date of this Seventh Report; and
- (e) granting such further and other relief as counsel may advise and this Honourable Court may permit.

All of which is respectfully submitted this 4th day of July, 2011.

**Alvarez & Marsal Canada Inc. (formerly McIntosh
& Morawetz Inc.), solely in its capacity as
Court-Appointed Interim Receiver and Receiver of
Redcorp Ventures Ltd. and Redfern Resources Ltd.**



Per: Alan J. Hutchens
Vice-President

Acquisition Opportunity – Mining Equipment

INTRODUCTION

We are contacting you to determine your interest in considering a transaction for the purchase of various heavy equipment in whole or in part offered herein for sale by the Receiver (as defined below) of Redcorp Ventures Ltd. and Redfern Resources Ltd. The transaction summary and a description of the equipment offered for sale follow.

On May 29, 2009, pursuant to an order of the Supreme Court of British Columbia (the "Receivership Order"), McIntosh & Morawetz Inc., a subsidiary of Alvarez & Marsal Canada ULC was appointed as interim receiver and receiver (the "Receiver") of the current and future personal assets, undertaking and properties, including among other things, equipment and inventory (the "Property") of Redcorp Ventures Ltd. and Redfern Resources Ltd. (collectively, the "Companies"). The Receivership Order authorizes the Receiver to, *inter alia*, market the Property for sale and to seek a vesting order to convey the Property or any part thereof to purchasers free and clear of any liens or encumbrances affecting the Property.

This asset profile is being circulated to a select group of prospective purchasers who we believe may have an interest in this acquisition opportunity. Parties interested in receiving supplementary information, Terms and Conditions of Sale and the form of the Asset Purchase Agreement are requested to submit a written request to the attention of Melanie MacKenzie of Alvarez & Marsal, acting for the Receiver, whose contact information follows.

FACT SHEET – Sandvik DD420C Drill and LH514 Loader

In the summer of 2008, the Companies purchased a Sandvik driller and loader from the Canadian division of Sandvik. The Sandvik drill is a two boom electro-hydraulic drill that is capable of drilling in drifting and tunnelling in 8-60 m² cross sections. The setup features a hydraulic controlled drilling system that provides productive and high quality excavation along with built in diagnostics that minimize maintenance time. The booms can be used for cross-cutting and bolt hole drilling. The 4-wheel-drive center articulated carrier ensures rapid and safe tramming with good balance. The Sandvik LHD loaders are equipped with efficient, low-emission diesel engines. They combine smart geometry with powerful thrust, high breakout forces and responsive controls; they fill the bucket quickly and optimally while ensuring optimum operator safety and comfort. They also offer high tramming speeds and fast cycle times resulting in extremely high productivity and a low cost per ton shifted.

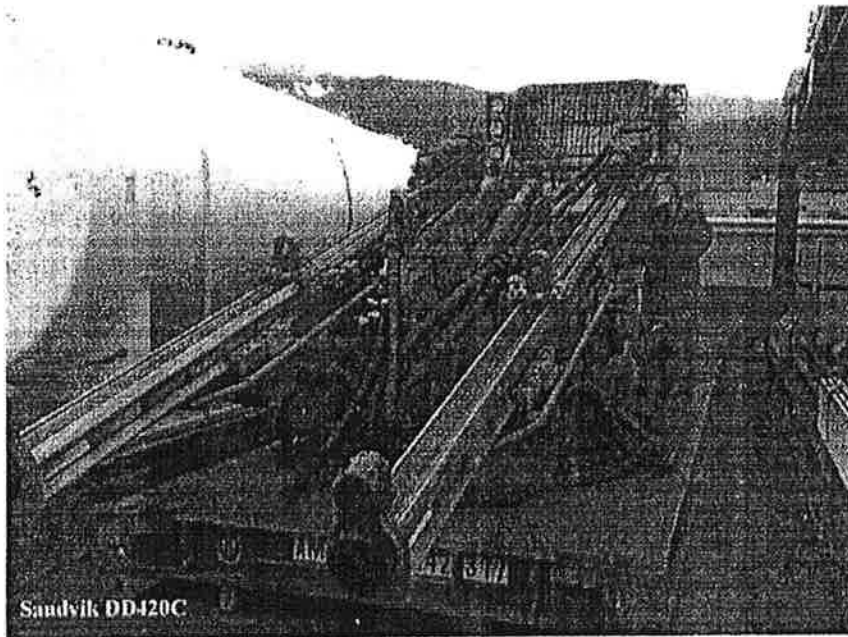
Equipment List

Sandvik DD420C – Drilling equipment – Specifications (detailed manufacturer specifications available upon request):

- Engine – 149 HP – MB OM904LA
 - a) Exhaust catalyzer (spec:5-200-SA)
 - b) Air cleaner - IP5 with connections
- Transmission - Clark 20,000 Hydrodynamic

- **Rock Drills**

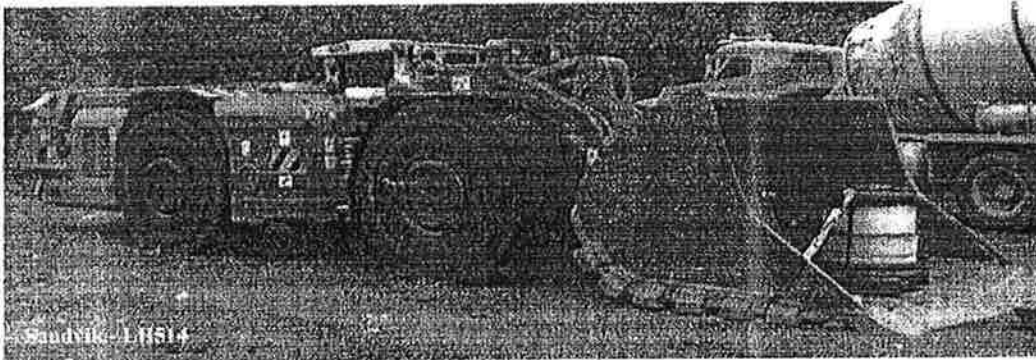
- a) 2 – HLX 5 rock drills complete with TF-500 12 cylinder feeds, TB60 universal booms, THC560 hydraulic control systems, HP560 hydraulic power packs and shank lubrication devises
- b) Feed length extended to 14' from 12'
- c) Double flushing with CT16 compressor, 11 kw
- d) Drill angel measurement instruments (TMSD2)
- e) 2 hp water pump
- f) 3E cable reel



Equipment List

Sandvik LH514 – Loader – Specifications (detailed manufacturer specifications available upon request):

- Engine – 325 HP – Detroit S-60 DDEC 12.7
 - a) HTI covered exhaust manifold and Turbo with Donaldson Air cleaner
 - b) Double walled exhaust pipe, catalytic purifier and muffler
- Transmission - Dana SOH 53R POSI-TORQ diff front, no-spin rear
- Bucket – Shark 5,4 M3, 2700mm, GET-abrasion system
- Hydraulics – and transmission oil cooler for up to 50 C ambient temp
 - a) ORFS – Fittings and high temperature hosing
 - b) Piston pumps separate brake hydraulic oil tank/circuit



**All mills are disassembled and packaged on pallets for shipping*

Fact Sheet – Allis-Chalmers Rod Mill - 10.5' x 14" (primary)

The Companies purchased a Allis-Chalmers Rod Mills from a US based equipment wholesaler in Farmington, New Mexico. The Allis-Chalmers Rod Mill was fully disassembled and refurbished by Westpro Machinery, Inc., a company from Vernon BC (see below for refurbishment details). The Mills are powered by a reconditioned Allis-Chalmers 700HP motor (work outsourced by Westpro Machinery, Inc.). As part of the refurbishment new components were installed including: trunnion seals, bearing lubrication system, gear grease spray system and air clutch complete with an axial pinion locking device.

Equipment List

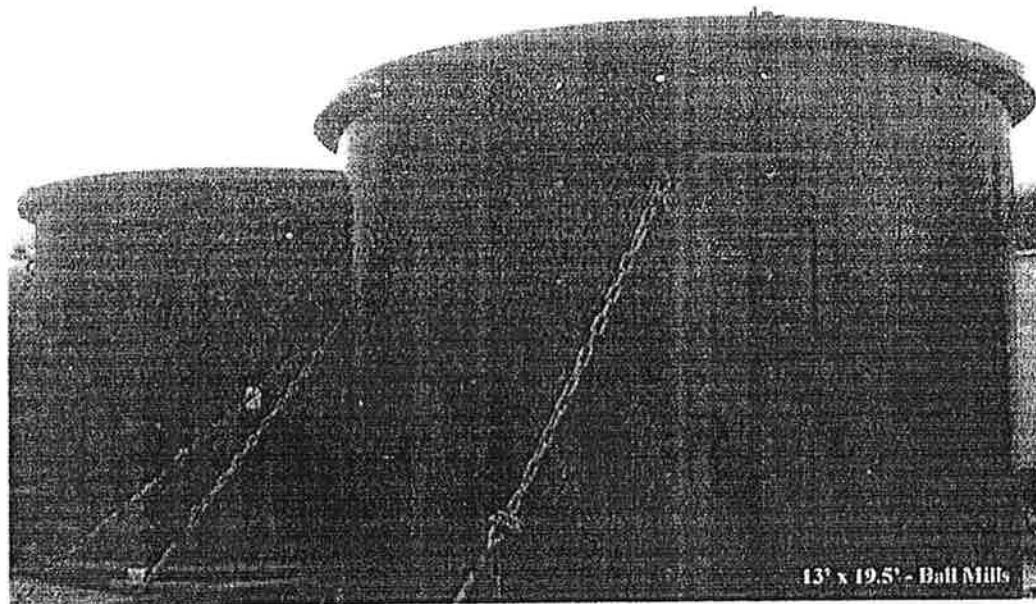
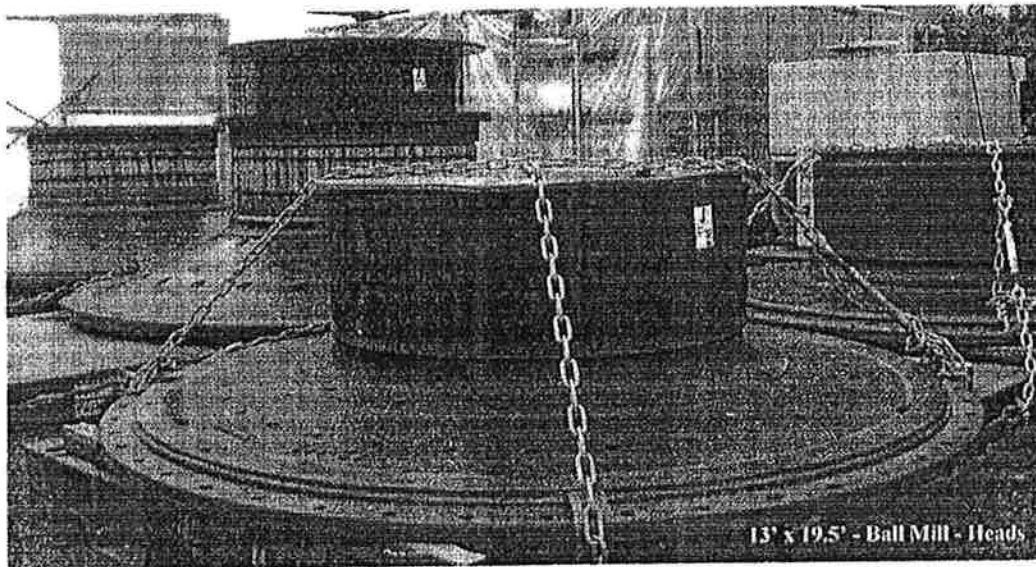
Detailed equipment list and schematics available upon request.

Fact Sheet – Koppers Ball Mill - 13' x 19.5' (primary)

The Companies purchased a Kopper ball mill from a US based equipment wholesaler in Stockton, CA. The Kopper Ball Mill was fully disassembled and refurbished by Westpro Machinery, Inc. a company from Vernon BC (see below for refurbishment details). The mill was originally configured as a Rod mill but during refurbishment was converted to a Ball Mill to meet the Companies needs. The mill is powered by a reconditioned 1,500HP Synchronous Motor (work outsourced by Westpro Machinery, Inc.). As part of the refurbishment new components were installed including: trunnion seal rings, bearing inserts and base plates, new fasteners, bearing lubrication system, gear grease spray system and gear guard sections.

Equipment List

Detailed equipment list and schematics available upon request.



Fact Sheet – Allis-Chalmers Ball Mill - 7' x 10'

The Companies purchased a Allis-Chalmers Ball Mill from the Citadel Mine located in Wawa, Ontario, Canada. The Allis-Chalmers Mill was fully disassembled and refurbished by Westpro Machinery, Inc. a

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 Royal Bank Plaza, South Tower 200 Bay Street Suite 2000 Toronto, ON M5J 2J1
 Tel: 416 847 5200 o Fax: 416 847 5201

company from Vernon BC (see below for refurbishment details). The mill had previously undergone a refurbishment by an unknown company but was deemed in good working condition by Westpro Machinery, Inc. The mill is powered by a reconditioned 250HP Fairbanks Morse Motor with 700 RPM wound router (work outsourced by Westpro Machinery, Inc.). As part of the refurbishment new components were installed including: pinion, trunnion seals, new fasteners, bearing inserts, lubrication system and base plates.

Equipment List

Detailed equipment list and schematics available upon request.

Fact Sheet – KVS and Allis-Chalmers Ball Mill - 6' x 12'

The Companies purchased two 6' x 12' (shortened from 6' x 15' to meet the companies needs) Ball Mills, Kennedy Van Saun Corp and Allis-Chalmers respectively, from Savona Equipment Limited a Canadian company. The Mills were fully disassembled and refurbished by Westpro Machinery, Inc. a company from Vernon BC (see below for refurbishment details). The mills had previously undergone a refurbishment by an unknown company and were deemed fit for another refurbishment by Westpro. Both mills are powered by reconditioned Westinghouse 200HP type LAC induction motors (work outsourced by Westpro Machinery, Inc.).

Equipment List

Detailed equipment list and schematics available upon request.

Fact Sheet – Marcy Ball Mill - 5' x 8'

The Companies purchased a fully refurbished Marcy Ball Mill in late 2008 to act as a limestone mill. The mill is powered by reconditioned 75HP electrical motor that was given new rubber linings prior to installation.

Equipment List

Detailed equipment list and schematics available upon request.

Reconditioning General Guidelines

Heads

- Clean and sandblast
- Clean trunnion surface
- Perform NDT on critical areas
- Polish trunnion surface if necessary
- Coat trunnion surface with protectant
- Cover trunnion surface with belting
- Coat flange mating surfaces with protectant
- Apply primer coating
- Apply finish colour coat green

Shell

- Clean and sandblast
- Coat flange mating surfaces with protectant
- Repair any wash or bolt holes to be discussed with customer
- Apply primer coating
- Apply finish colour coat green

Trunnion bearings

- Completely dismantle clean and sandblast outer housings
- Replace inspection view windows if applicable
- Clean inside of housing with solvent
- Test all lubrication lines to proper pressure
- Replace lubrication lines if necessary
- Clean and inspect babbit bearings
- Repair or replace at cost plus ten, if necessary
- Rebuild present lubrication system
- Rebuild high pressure pumps
- Clean all seals and replace if necessary
- Clean trunnion bearing housing base
- Apply protectant to base and attach wood protector
- Apply primer coating to outside surfaces
- Apply finish colour coat green

Sole plates

- Clean and sandblast except for machined surfaces
- Alignment bolts cleaned, replaced if necessary
- Machined surfaces are coated with protectant
- Apply primer coating
- Apply finish colour coat green

Main gear

- Clean gear completely
- Clean all teeth
- Sandblast non machined areas
- Perform NDT testing on critical areas
- Coat teeth and machined surfaces with protectant
- Cover gear bolts and replace if necessary
- Apply primer coating
- Apply finish colour green

Gear guard

- Clean and sandblast
- Replace bolts and nuts
- Provide new felt seals
- Apply primer coating
- Apply finish colour coat green

Gear grease system

- Provide new gear grease lubrication system
- Adapt new system to gear guard

Pinion assembly

- Dismantle and clean
- Inspect bearings
- Replace at cost plus ten if required
- Replace seals if necessary
- Paint bearing housings
- Apply protectant to shaft and pinion gear

Reducer and clutch

- If applicable
- Reducer dismantled
- Shafts tested
- Gearing checked
- Bearings checked
- Clutch rebuilt

Motor

- Sent to Westpro authorized motor repair shop
- Cleaned and tested
- New varnish applied if necessary
- Apply primer and finish paint to housing

Matchmarking

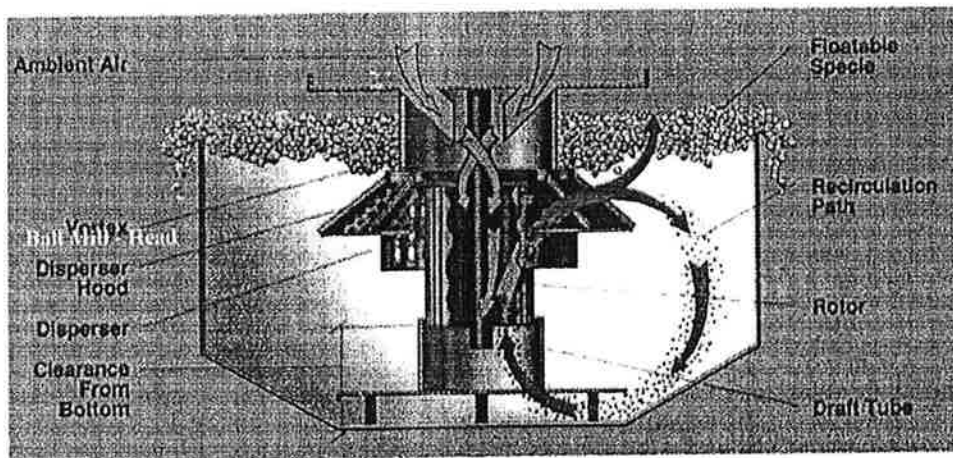
- Westpro matchmarks all components for ease of installation
- Matchmarking is displayed on drawings

Manuals & drawings

- With all Westpro reconditioned equipment the customer receives 3 fully bound Westpro manuals with drawings

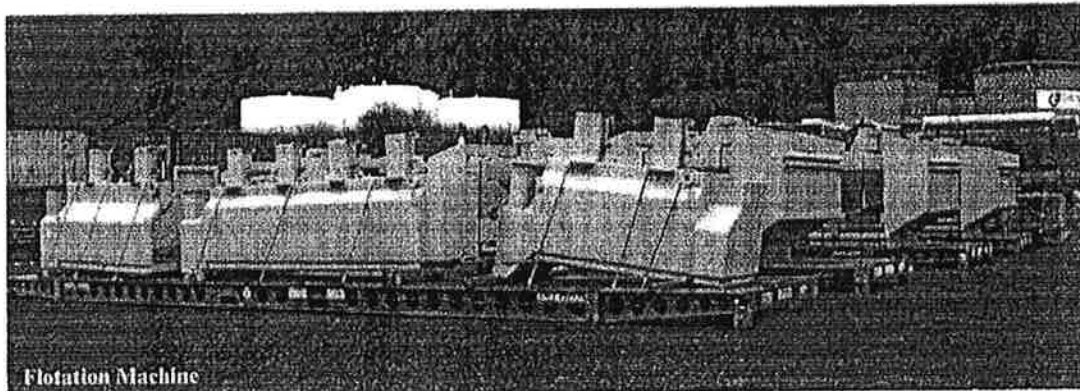
Fact Sheet – Flotation Cells

In the summer of 2008, the Companies purchased a floatation cell bank from the US division of FLSmidth Dorr-Oliver Eimco for the purpose of converting raw material into concentrated minerals. The cells consist of patented rotor-dispersers that deliver optimal mixing and aeration. Ambient air is drawn into the cell and is uniformly distributed to provide optimum air/particle contact. Further, the cells false bottom and draft tube channel slurry flow, ensuring high re-circulation and eliminating sanding. This combination of efficient aeration and optimum solids suspension gives the cells optimal specie recovery and concentrate grade performance, and reduces reagent consumption.



The rotor blade and stator are molded from thick abrasion-resistant rubber that results in extended life even in applications where the pulp contains excessive coarse or abrasive material. Complete sectional symmetry allows the rotor to be operated either clockwise or counter-clockwise and rotated end-for-end, permitting transposition of worn and unworn surfaces further extending the mechanisms life.

The system offered consists of several cells that can be bolted together to form a flotation machine with feed, connection and discharge boxes. The pulp level is controlled by automatically operated dart valves in the connection and discharge boxes. All boxes are elastomer lined for maximum abrasion resistance.



Equipment List:

FL Smidth Dorr-Oliver Blimco – Flotation Cells – Specifications (detailed manufacturer specifications and equipment list available upon request):

Flotations Machine - Model Number	Count	Function	Configuration
Model 144 (14.2 M3) Wemco 1+1™ s	8	Cu / Pb Bulk Rougher	FB-4-CB-4-DB
Model 100r (2.8 M3) Dorr-Oliver s	6	1st Cu / Pb Bulk Cleaner / Scavenger	FB-4-CB-2-DB
Model 50r (1.4 M3) Dorr-Oliver s	4	2nd Cu / Pb Bulk Cleaner	FB-4-DB
Model 50r (1.4 M3) Dorr-Oliver s	6	Cu Rougher and 1st Cu Cleaner	FB-2-CB-4-DB (one row each)
Model 50r (1.4 M3) Dorr-Oliver s	6	1st and 2nd Pb Cleaner	FB-2-CB-4-DB
Model 144 (14.2 M3) Wemco 1+1™ s	10	Zn Rougher / Scavenger	FB-2-CB-4-CB-4-DB
Model 100r (2.8 M3) Dorr-Oliver s	8	1st / 2nd Zn Cleaner Eight	FB-4-CB-4-DB
Model 100r (2.8 M3) Dorr-Oliver s	4	1st and 2nd Zn Scavenger / Cleaner	FB-4-DB
Model 144 (14.2 M3) Wemco 1+1™ s	8	Pyrite Rougher	FB-4-CB-4-DB

Additional Equipment – 600V Motor (Teco-Westinghouse)

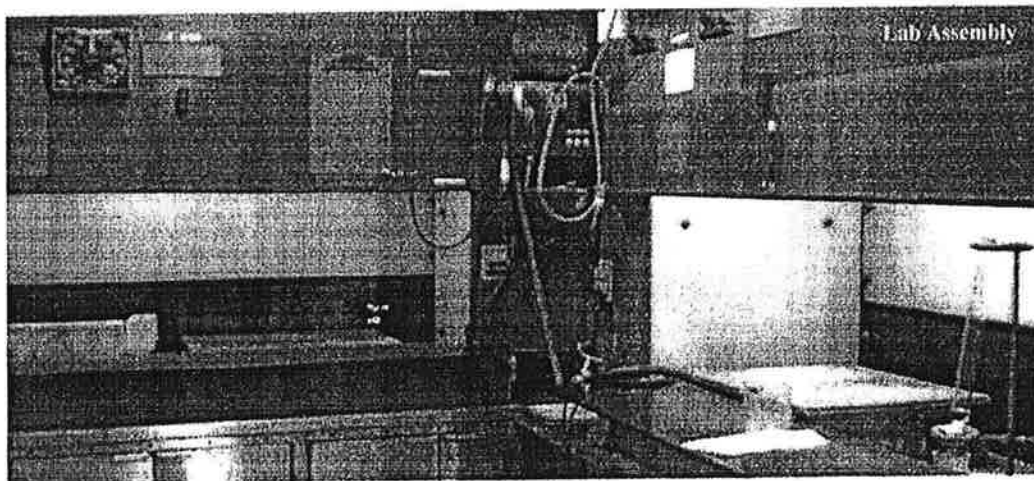
Offered in conjunction with (or sold separately) the flotation machines are 60 Teco-Westinghouse 600v motors ranging from 1hp – 250 hp (detailed factory specs and list available upon request).

Fact Sheet - Lab Testing Equipment

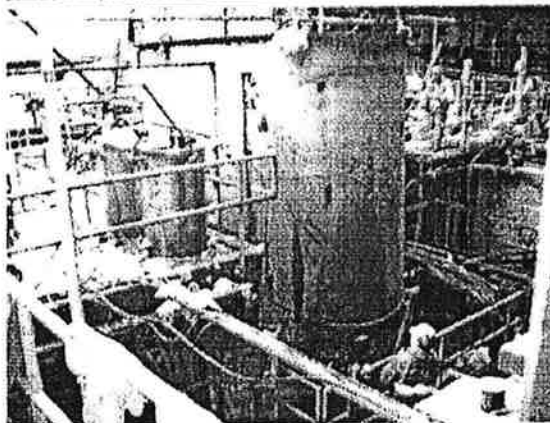
The company has a fully operational lab setup in Eskay Creek, BC to test raw mineral samples. The equipment was purchased new two years ago from various vendors for the purpose of testing samples from the company's potential mine sites. The companies assembled the lab to test general mineral samples and is offered as a turnkey facility.

Equipment List:

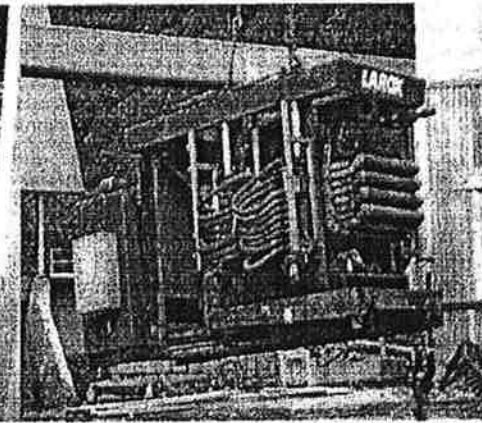
ID	Description	Mfr	Model #
Sample Preparation - Equipment			
O2	T.M. Jaw Crusher - (3)	Rhino	
O2	Pulverizers - (2)	TM/STL	
O2	Sample Drying Oven - (2)	T.M. Engineering	
O2	Oven Sample Carts - (6)		
O2	Mettler Bench Scale - (1)	PM18	
O2	Rotap - (1)	Tyler Model RX-29 B	
O2	Sample Preparation Dust Hoods - (2)		
O2	Fire Lab - (1)		
O2	Fire Assay Furnaces - (3)	Mannesmann Giorbar GHAF	
O2	Large Sample Prep Dust Hood - (1)		
O2	Small Sample Prep Dust Hood - (1)		
O2	Wet Assay Lab - (1)		
O2	Atomic Absorption Spectrophotometer - (2)	Hitachi Z-6300	
O2	Atomic Absorption Spectrometer - (1)	Varian Spectra AA 110	
O2	Stationary Compressor - (1)	Atlas Copco SF2	
O2	Barnstead/Thermolyne Still - (1)	A1013-B	
O2	Perchloric Fume Hoods - (2)	Prolite Plastics	
O2	Acid Scrubber System - Prolite Plastics - (1)	Model # 30 CT-120/2	
O2	Bench Top Oven - (1)	Lab Line 3512	
O2	Muffle Furnace - (1)		
O2	Vacuum Pumps - (2)	GE	
O2	Balance Room - (1)		
O2	Micro-balance - (1)	Cahn C-34	
O2	Ventilation Systems-Outside the Bldg. - (1)		
O2	Bag Type Dust Collectors (Wet Lab & Sample Prep) - (2)		
O2	Make-Up Air Unit w/ Propane heating system - (1)	Eng A	



ID	Description	Mfr	Model #
PROCESS EQUIPMENT			
O2	Rock Breaker - Machine only - without Grizzly	Telydyne	
O2	COB Feed Belt Con #2 D-Duraline 2 ply 220 plw 24" w x 290' L - c/w conveyor table, idler pulleys, belt scraper, walkways, & drive components		7.5 HP
O2	Feed Conveyor c/w "weightometer" & scraper #6 Duraline 2 ply 225' L (68.6m)		5 HP
O2	(2) - Feeder Belt #1 914 w x 15,392 L		1.6 HP
O2	Cross Belt sampler in Conv 6.		
O2	Tech Weigh Scale c/w Nuclear Gauge	Thermo Fisher	
O2	Crusher Disch Conv #5 Duraline 2 ply 220 plw 24" w x 316' L		7.5 HP
O2	Ceramic Magnet 12.6" L x 4.2" w x 2.6" h -20 lbs.	Industrial Magnetics	Model 5C1304
O2	Shaking Table Magnet Holst		
O2	Hopper Tank, Gold Concentrate c/w screw conv. Feeder-3' dia x 5' high		
O2	Gold Concentrate storage SAFE Box & security system		
O2	Sala Pump	Sala	
O2	X-Ray Analyzer - 6 Lane, Courier 30XP w/ Single Multiplexer + In-line Samplers X-Ray tube not working	Outokumpo	
O2	Stock tank, Concentrate 4000D x 4878 H		
O2	Agitator, Concentrate stock tank, 3 blades; 7.5HP	Greey Lightening	18-0-7.5
O2	Conditioner Tank 1500 x 2900 (5 m ³) c/w agitator		
O2	Flocculant System, Poly Educ DryPolymer System c/w 6 floc metering pumps	PROFLOW	
O2	Filter, Concentrate, 70-80 ipd cap. Larox Filter system includes Discharge Chutes, discharge conveyors	LAROX	PF-8
O2	Spare Parts for Larox Filter - Inc (2) Madison Filter cloths		
O2	Concentrate Bagging System: Includes 3 - conveyor feed system to feed bag automatically, bag holder, bag platform & conveyor rollers, built-in concentrate scale, 10t portable scale. 4-ton bag handler, 4-ton loader handler	Gunn Industries	
O2	PAX Mixing Feed Chute c/w Drum System		
O2	PAX Mixing Tank, 1390D x 1660H		
O2	PAX Mixing Tank, Agitator - 0.37 kW		
O2	PAX Holding Tank, 1390D x 17700H		
O2	PAX Metering Pump		
O2	150' L,	Sprung	
O2	Hangers, Lockers & Bench Seats, Mine Dry Building, c/w S.S. Baskets, Pulleys & Cables		
O2	ASSAY LAB Building - 346 m ² (31' x 130')		
O2	Bag house, reverse pulse, 10,000 cfm fan/rotary valve		
O2	Exhaust Fan-Centrifugal Fume Exhaust, 5000 cfm		
O2	HVAC		



Con Tank



Larox - Filter

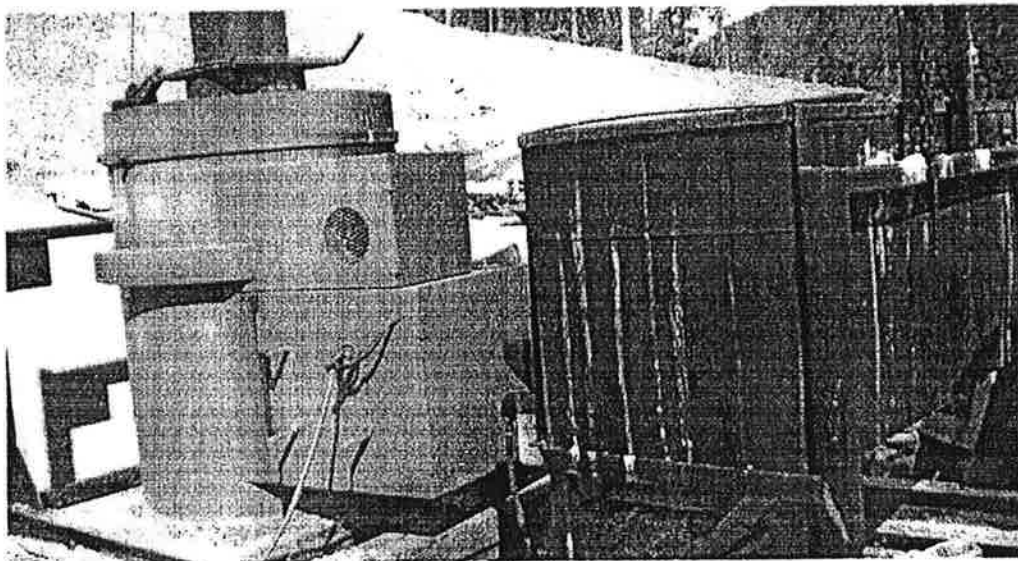
Fact Sheet – Eco Burn - Incinerator

The Companies purchased an incinerator for destruction of mixed non hazardous waste at the mine site.

Equipment List

Eco waste oxidizer system model # CA 600 (detailed manufactures specs available upon request):

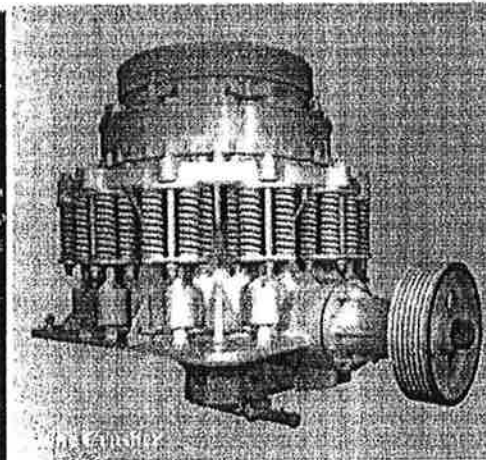
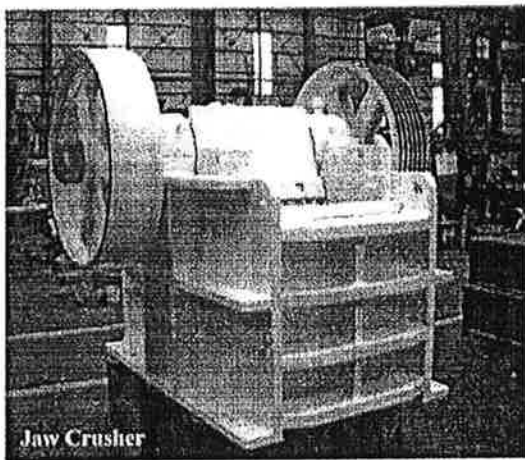
- 750 lbs capacity primary chamber
- 1000 degree Celsius – secondary chamber
- Diesel fuel day tank and piping package (500 gallon capacity)
- Waste oil burner, day tank and piping package



ECO Burn - Incinerator

Fact Sheet – Jaw and Cone Crusher

The Companies purchased the Jaw and Cone Crushers and accessories from Westpro Machinery, Inc. a company from Vernon BC to handle the mines crushing needs. The units can be configured for use in mining, demolition, industrial applications, construction and environmental applications.

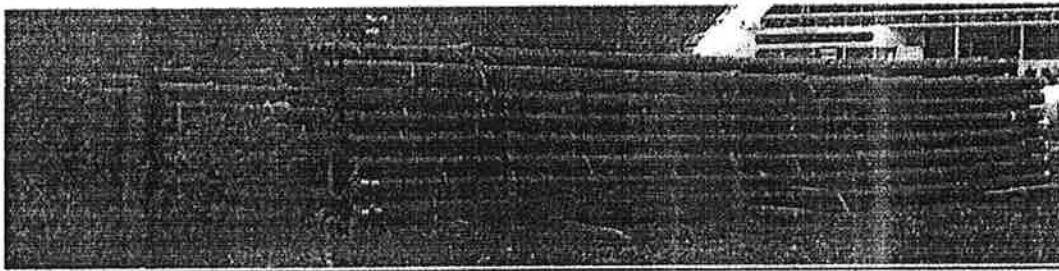


Equipment List

- Detailed manufacturers equipment lists available upon request

Fact Sheet - Pipe

The company purchased bulk supplies of plastic pipe for general mining use. The pipe is stored on pallets and is in the process of being consolidated from the mine site to Savona. The pipe consists of varying lengths and diameter. Below is a list of pipe available:



Equipment List

ID	Description	Weight (LBS)	Length	Qty	MANUFACTURER MODEL#	ORIGIN	Location
SM6	PLASTIC PIPE, 10" SDR	44,000	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	42,580	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	44,000	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	43,600	50'	67	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	47,000	50'	72	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	44,500	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	44,500	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	44,000	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	36,316	50'	64	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	47,000	50'	72	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	44,000	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	27,000	50'	41	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	23,000	50'	34	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	44,000	50'	68	WOLSELEY	CAN	Mine Site
SM6	PLASTIC PIPE, 10" SDR	56,000	40'	36	WOLSELEY	CAN	Savona
SM6	PLASTIC PIPE, 10" SDR	67,200	40'	61	WOLSELEY	CAN	Savona
SM6	PLASTIC PIPE, 10" SDR	9,300	20'	22	WOLSELEY	CAN	Savona

Fact Sheet - Cable

The company purchased bulk supplies of precut cable for general electrical use. The cable is stored on rolls in two locations, Juneau and Savona, in varying thickness, grades and lengths. Below is a list of cable available by location:

Equipment List

NCS Precut Cable stored in Juneau		NCS Precut Cable stored in Savona	
Description	Length Meters	Description	Length Meters
10-3C 1KV TECK	360	Teck 3C-1 5KV	200
10-4C 600V TECK	85	Teck 3C-350 5V	100
12-2C 600V TECK	130	Teck 3C-2/0 15KV	2220
12-3C 1KV TECK	1,129	Teck 3C-4/0 15KV	628
12-8C 600V TECK	76		
12-8C 800V TECK	76		
1-3C 15KV TECK SHIELDED	558		
14-2C 600V TECK	627		
1-4C 1KV TECK	20		
16-1PR PVC/PVC 300V TECK TYPE	143		
2/0-3C 15KV TECK SHIELDED	850		
2-3C 1KV TECK	180		
2-4C 1KV TECK	65		
250-3C 1KV TECK	68		
250-4C 1KV TECK	13		
4/0-1C STR BARE COPPER	1,400		
4/0-3C 1KV TECK	26		
4-3C 1KV TECK	280		
500-3C 1KV TECK	120		
8-3C 1KV TECK	326		
Total - Juneau	6,286	Total - Savona	3,148

NEXT STEPS

The Receiver is proceeding quickly to identify parties interested in pursuing a sale transaction. This summary document has been developed to introduce the opportunity. If you are interested in receiving additional materials concerning the equipment described herein, including Terms and Conditions of Sale please send requests to Melanie MacKenzie: Phone (+1) 416 847 5158, facsimile (+1) 416 847 5201, email mmackenzie@alvarezandmarsal.com.

Neither the Receiver, the Companies, nor their respective agents and representatives, make any representations or warranties whatsoever with respect to the information contained in this transaction summary, or in any other documents provided to potential purchasers relating to this acquisition opportunity. Purchasers must rely entirely on their own inspection and investigation of all matters and the information provided relating to it.

To the extent that any inaccuracy in information does occur, the prospective purchaser(s) are advised that the information has been prepared and delivered on a "reasonable commercial efforts" basis by the Receiver and the Receiver will not be liable to prospective purchasers for any loss, damage, cost, expense, claim, action or demand arising out of any such inaccuracy.

McIntosh & Morawetz Inc. is acting in its capacity as Receiver under the Receivership Order and not in its personal capacity, and the Receiver will have no liability under or as a result of facilitating any sale transaction entered into except in its capacity as Receiver, and without limiting the generality of the foregoing, McIntosh & Morawetz Inc. will have no liability under or as a result of facilitating any such sale transaction in its personal or corporate capacity.

WEDNESDAY, JULY 22 | 2009 | EDITOR HUGH DAWSON 604.685.1570 | BUSINESS@VANCOUVERSUN.COM | ★

OFFERS INVITED
REDCORP VENTURES LTD.
AND REDFERN RESOURCES LTD.

McIntosh & MacKenzie Inc. is subsidiary of Alvarez & Marsal Canada ULC, in its capacity as Court-appointed Monitor Receiver and Receiver ("Receiver") of Redcorp Ventures Ltd. ("Redcorp") and Redfern Resources Ltd. (the "Companies") invites offers to purchase the Receiver's rights, title and interest in certain of the assets of the Companies.

Redcorp is an exploration and development company based in Vancouver, British Columbia, with its main project being the Tulaquah Chief Mine re-development located in northwestern BC. The Companies' assets include mining and related equipment suitable for developing the Tulaquah property which has reserves of iron, copper, lead, gold and silver. The assets offered for sale include marine equipment (tugs and barges), generator sets, mining and camp equipment, personnel carriers and skidders, and other general mining equipment.

The assets are offered for sale on an "as is, where is" basis, and may be inspected by appointment only. Further information is available on the Receiver's website at www.alvarezandmarsal.com/redcorpandredfern.

To obtain details regarding the assets and the terms and conditions of the sale, please contact Melanie MacKenzie at mmackenzie@alvarezandmarsal.com or by telephone at 416-847-5158.

CLASSIFIED

Small Ads: One insertion \$1.82 Cdn per printed word; three or more consecutive insertions, same advertisement, \$1.55 Cdn per printed word. Minimum charge \$54.60 Cdn per insertion. Approximately five words to a printed line. Box service \$22.60 Cdn additional per insertion, postage prepaid. All ads must be typed & submitted by fax or email to: Michael Weller Fax 416-510-5138, mweller@northernminer.com. Your Classified ad will also appear on our web site at no extra charge.

PAYMENT WITH ORDER: CHEQUES, VISA, AMEX OR MASTER CARD.

Deadline for submission of classified ads is 5:00 pm Thursday the week prior to publication date.

Equipment For Sale

OFFERS INVITED REDCORP Ventures Ltd. And Redfern Resources Ltd. McIntosh & Monrovia Inc., a subsidiary of Alvarez & Marsal Canada ULC, in its capacity as Court-appointed Interim Receiver and Receiver ("Receiver") of Redcorp Ventures Ltd. ("Redcorp") and Redfern Resources Ltd. (the "Companies") invites offers to purchase the Receiver's right, title and interest in certain of the assets of the Companies. Redcorp is an exploration and development company based in Vancouver, British Columbia, with its main project being the Tuleque Chief Mine re-development located in north-western, BC. The Companies' assets include mining and related equipment suitable for developing the Tuleque Chief property which has reserves of zinc, copper, lead, gold and silver. The assets offered for sale include marine equipment (tugs and barges), generator sets, mining and camp equipment, personnel carriers and sleds, and other general mining equipment. The assets are offered for sale on an "as is, where is" basis, and may be inspected by appointment only. Further information is available on the Receiver's website at www.alvarezandmarsal.com/redcorpandredfern. To obtain details regarding the assets and the terms and conditions of the sale, please contact Melanie MacKenzie at mmackenzie@alvarezandmarsal.com or by telephone at 416-847-5168.

AEG HOIST MOTORS 2 only 6250 HP 1250 Volts 63 RPM Serial #258/296 81yle GLC887580 28 Ton payload These motors have just been taken out of service Contact: James Schur (905) 365-6250 email jwschur@polskashop.com

General Properties Wanted

COAL PROJECTS: CANADIAN coal projects wanted by investment group providing total acquisition investment options. Preferred criteria: Thermal coal, surface mining; advanced drill data, or resource rated; will accept re-commencing of historical surface, underground, and thermal/cooking coal projects. Contact: Greg Bume greg@bumpartners.com.au, +1 778 397 0360

Services

DIONYSOS EXPLORATION is a Val d'Or based company with services available throughout North America. Our crews have a wealth of experience in line cutting, claims staking, diamond drill roads, prospecting crews, property finding, property evaluation, base camp building and project management. We cover all your industry needs. Phone: 819 874 9040, cell: 610 554 6037, e-mail: dionysos@cablenetvision.qc.ca

DUE TO THE renovation and expansion scheme a small company is looking for a part time work from home book keeper. It pays \$600 per week plus benefits and takes only a little of your time. Please contact us for more details. Ap-

OFFERS INVITED

REDCORP VENTURES LTD. AND REDFERN RESOURCES LTD.

Mentosh & Morawetz Inc., a subsidiary of Alvarez & Marsal Canada ULC, in its capacity as Court-appointed Interim Receiver and Receiver ("Receiver") of Redcorp Ventures Ltd. ("Redcorp") and Redfern Resources Ltd. ("Redfern"), invites offers to purchase the Receiver's right, title and interest in certain of the assets of the Companies.

Redcorp is an exploration and development company based in Vancouver, British Columbia, with its main project being the Tulsequah Chief mine development located in northwestern B.C. The Companies' assets include mining and related equipment, suitable for developing the Tulsequah property which has reserves of zinc, copper, lead, gold and silver. The assets offered for sale include mining equipment (trucks and barges), generator sets, mining and camp equipment, personnel carriers, and skidders, and other general mining equipment.

The assets are offered for sale on a "as is, where is" basis, and may be inspected by appointment only. Further information is available on the Receiver's website at www.alvarezandmarsal.com/redcorpandredfern.

To obtain details regarding the assets and the terms and conditions of the sale, please contact Melanie MacKenzie at mmackenzie@alvarezandmarsal.com or by telephone at 416-647-5158.

REDFERN RESOURCES LTD.**SECTION I****ASSETS AVAILABLE FOR SALE**

The assets of Redcorp Ventures Ltd. and Redfern Resources Ltd. (each a "Company" and collectively the "Companies") listed for sale, consist of the following:

Equipment Group	Description
Marine Equipment	Tugs and barges
Generator Sets	Generator sets, including eight generators and all ancillary equipment
Mining Equipment	Drill and loader, six ball mills in varying sizes, floatation cells, testing laboratory, incinerator, jaw and cone crushers, general purpose pipe and cable
Camp Equipment	Modular housing, potable water treatment plant, and sewage treatment plant
Personnel Carriers & Skidders	Five Hagglunds personnel carriers, including one old/in-operable one to be used for spare parts, two modified Morgan Skidders, including 12 spare tires
Other Miscellaneous Equipment	All other miscellaneous equipment and raw materials

Equipment details are contained on the list of assets that follow.

SECTION II

FORM OF OFFER

To: McIntosh & Morawetz Inc., Court Appointed Interim Receiver
of Redcorp Ventures Ltd. and Redfern Resources Ltd.
c/o Alvarez & Marsal Canada ULC
Royal Bank Plaza, South Tower 200 Bay Street
Suite 2000
Toronto, Ontario
M5S 2J1
Attention: Melanie MacKenzie
Facsimile No.: (416) 847-5201
Email: mmackenzie@alvarezandmarsal.com

Pine Point Holding Corp.

(Name of Offeror)

Attn: Margaret M. Kent

(Contact Person)

1609 Broadway St. Suite 203

(Address of Offeror)

Bellingham, WA 98225

360-752-9462

(Telephone Number)

1. Pine Point Holding Corp. (the "Purchaser") hereby submits this offer (the "Offer") for the purchase of the assets of the Companies (the "Purchased Property") : Please submit offer in the following format:

Equipment Group	Description	Offer (CAD Dollars)
1. Y13a.b.	Floatation Cells- Juneau Alaska Location (Highlighted in blue. See attachment.)	\$750,000.00

2. 067-070 & 072	600 Volt Motors and Hose Pump Motors –Alberta Location.	\$75,000.00
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2. Offers submitted for one or more pieces or groups of equipment will be considered as separate offers for each piece or group of equipment unless the Offeror specifically states that the acceptance of one piece or group of equipment is conditional upon the acceptance of the other piece or group of equipment.

3. The Purchaser agrees, that in the event this offer is accepted, to be bound by the Terms and Conditions of Sale (Section III) (the "Terms and Conditions") which shall form part of this offer, as specifically amended by the terms attached hereto as schedule "A", which terms shall constitute

part of the "Asset Purchase Agreement" as defined in paragraph 7 of the Terms and Conditions, and shall constitute the "entire agreement" as defined in paragraph 31 of the Terms and Conditions.

4. This offer is irrevocable.

5. Enclosed is the Purchaser's certified cheque payable to McIntosh & Morawetz Inc., Interim Receiver of Redcorp Ventures Ltd. and Redfern Resources Ltd. as a deposit in the amount of \$41,250.00 representing 5% of the total amount of the Purchaser's offer submitted herein. Please refund \$5,000 via wire from contract dated June 6th 2011.

Dated at Bellingham, Washington this 17th day June, 2011.

PINE POINT HOLDING CORP.


Witness


Margaret M. Kent

SCHEDULE "A"

1. Except as otherwise defined herein, the defined terms in this Schedule "A" shall have the meanings ascribed to them in the Terms and Conditions.
2. Paragraph 21 of the Terms and Conditions shall be amended, and the following paragraph substituted, to read:

"Subject to Court approval, at the Time of Closing, the Purchaser shall be entitled to a Vesting Order (the "Vesting Order") in a form which will be satisfactory to the Receiver and the Purchaser, each acting reasonably, as well as to the Court, to convey the Receiver's right, title and interest, if any, in the Purchased Property in consideration of the Purchase Price. The Receiver shall also obtain and provide to the Purchaser at the Closing Date the recognition order or orders requested by the Purchaser recognizing the Vesting Order (the "Recognition Order"), in a form satisfactory to the Purchaser and to the Receiver, each acting reasonably, granted by the Courts of the applicable jurisdictions where the Purchased Property is situate, including the States of Alaska and Pennsylvania, in the United States of America. The Receiver shall serve its application materials to obtain the Vesting Order, and to obtain the Recognition Order, on all persons listed on the Service List in the receivership proceedings involving the Companies, as well as upon all those persons having an interest in the Purchased Property (as determined by the Purchaser). The "Closing Date" (as defined in paragraph 11 of these Terms and Conditions) shall be the date of expiry of all applicable appeal periods with respect to the Vesting Order and the Recognition Order, or such earlier or later date as may be agreed upon by the Receiver and the Purchaser. The obligation of the Purchaser to complete the transactions contemplated by the Asset Purchase Agreement (the "Transactions") is expressly conditional on the Vesting Order and the Recognition Order being granted by the applicable Courts and not having been appealed, stayed, varied or vacated, and that no order shall have been issued to restrain or prohibit the completion of the Transactions."

3. The Purchaser not shall incur any liability for brokerage fees, advisory fees, finder's fees, agent's commissions or other similar fees and expenses resulting from the sale of the Purchased Property, including, but not limited to, any amounts that may be payable to Global Asset Sales Inc.
4. The Purchaser shall not have any liability for the payment of any storage fees, rent, rental fees or other such obligations relating to the storage of the Purchased Property which accrue during the 15 day period permitted for removal of the Purchased Property from its locations after the Closing Date in paragraph 14 of these Terms and Conditions, and all such costs shall remain the costs of the Receiver.

SECTION III

TERMS AND CONDITIONS OF SALE

1. The Vendor is McIntosh & Morawetz Inc. ("M&M"), a subsidiary of Alvarez & Marsal Canada ULC, in its capacity as Court-appointed interim receiver and receiver (the "Receiver") of the current and future personal assets, undertaking and properties, including among other things, equipment and inventory of Redcorp Ventures Ltd. and Redfern Resources Ltd. (each a "Company" and collectively, the "Companies"), having been appointed Receiver on May 29, 2009 pursuant to an Order (the "Receivership Order") of the Supreme Court of British Columbia (the "Court").
2. The Receiver will consider written offers to purchase its right, title and interest, if any, in the assets of the Companies (the "Assets").
3. All offers must be submitted by completing the attached Form of Offer and must be received by Melanie MacKenzie, the M&M designated representative at M&M's main office, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 2000, Toronto, Ontario, M5J 2J1.
4. All Assets are being offered for sale on an "as is, where is" and "without recourse" basis with no representations or warranties as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, acreage, existence, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied. Each party making an offer (the "Offeror") must rely on its own judgment, inspection and investigation of the Assets. Further information relating to the Assets may also be obtained from the Receiver at the above noted address, or by contacting Melanie MacKenzie by telephone at (+1) 416 847 5158 or by email at mmackenzie@alvarezandmarsal.com. Such information has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of these Terms and Conditions of Sale.
5. Neither the Receiver, the Companies, nor their respective agents and representatives, make any representations or warranties whatsoever with respect to the information contained in this transaction summary, or in any other documents provided to potential purchasers relating to this acquisition opportunity. Purchasers must rely entirely on their own inspection and investigation of all matters.
6. To the extent that any inaccuracy in information does occur, the prospective purchaser(s) are advised that the information has been prepared and delivered on a "reasonable commercial efforts" basis by the Receiver and the Receiver will not be

liable to prospective purchasers for any loss, damage, cost, expense, claim, action or demand arising out of any such inaccuracy.

7. All offers must be accompanied by a bank draft or certified cheque payable to "McIntosh & Morawetz Inc., Interim Receiver of Redcorp Ventures Ltd. and Redfern Resources Ltd." in an amount equal to not less than 5% of the gross purchase price (the "Purchase Price") offered for all or part of the Assets, which deposit will be subject to the terms of this paragraph and paragraph 10 herein. Acceptance of any offer shall result in an asset purchase agreement, bill of sale, conveyance or other form of agreement (an "Asset Purchase Agreement") to transfer to the successful Offeror (the "Purchaser") by the Receiver, on the terms contained therein which shall be reasonably acceptable to the Receiver, the Assets described in the offer (the "Purchased Property") which Asset Purchase Agreement may be subject to, among other things, Court approval. If the offer is accepted, the draft or cheque accompanying the offer shall be deemed a non-refundable cash deposit. If the contemplated sale is completed, the deposit will be applied, without interest, against the Purchase Price. If the contemplated sale is not completed by the Purchaser by reason of the Purchaser's default, the deposit shall be retained on account of liquidated damages by the Receiver and the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser. If the sale is not completed by reason of any matter other than the default of the Purchaser, the deposit, without interest, will be returned to the Purchaser.
8. Offers may be made for one or more of the individual parcels, or one or more individual items, of Assets outlined in the Assets Available for Sale, including any combination thereof. Offers submitted for more than one Equipment Group or item within an Equipment Group must specifically allocate a separate purchase price for each Equipment Group or item within an Equipment Group and will be considered as a separate offer for each Equipment Group or item within an Equipment Group unless otherwise indicated. Further guidance as to the format/presentation of offers can be obtained, if required, from the Receiver as noted in paragraph 4 herein.
9. Upon receipt by the Receiver of any offer, no person shall be entitled to retract, withdraw, vary or countermand the offer prior to acceptance or rejection thereof, without the prior written consent of the Receiver. The Receiver can consider and accept more than one offer.
10. Cheques or drafts accompanying offers that are not accepted by the Receiver shall be returned to the Offeror by prepaid registered mail, addressed to the Offeror at the address set forth in its offer without interest thereon.
11. All offers are submitted on the understanding and agreement that offers in respect of any individual transaction exceeding two million dollars and all sale transactions, once they, in aggregate, exceed ten million dollars are subject to the approval of the Court, on application made by the Receiver. The closing shall take place on such day (the "Closing Date") and time on the Closing Date (the "Time of Closing") as approved by the Court or such earlier or later date as may be agreed upon by the Receiver and the

Purchaser:

12. Upon the Receiver's request, the Purchaser shall provide to the Receiver information and supporting material confirming the financial capability of the Purchaser to complete the transaction.
13. The Purchaser shall pay to the Receiver on the Closing Date at the Time of Closing the Purchase Price, less the deposit, plus all applicable federal, provincial and municipal taxes and duties unless the applicable exemption certificates are presented to the Receiver on or before the Closing Date. If, notwithstanding any claimed exemption, any taxes referred to in this paragraph shall become exigible, the Purchaser shall pay the same forthwith (including any applicable interest and penalties). The Purchaser will indemnify and save the Receiver harmless from and against all claims and demands for payment of the above mentioned taxes, including penalties thereon and any liability or costs incurred as a result of failure to pay any taxes when due.
14. All Purchased Property shall be removed from its location within fifteen (15) days after the Closing Date unless previous arrangements have been made in writing with the Receiver. The Purchaser shall i) use reasonable care in removing the Purchased Property from its location and ii) immediately repair or pay for any damage caused to the premises at which the Purchased Property was located or in any way arising out of such removal. The Purchaser agrees to indemnify the Receiver and save the Receiver harmless from any and all costs, expenses, liabilities or damages incurred or suffered by it as a result of removal or failure to remove the Purchased Property.
15. The Purchaser shall be solely responsible for costs of dismantling and removing the Purchased Property and returning the property from which it is removed to broom swept condition after removal.
16. The Purchaser shall assume, at the Purchaser's cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Purchased Property, the removal thereof from its location and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Purchased Property, in whole or in part.
17. The highest or any offer shall not necessarily be accepted. Preference will be given to "en bloc" offers for the purchase of all or groups of the Assets.
18. The Receiver reserves the right to amend or terminate the offer process, or to withdraw or amend the Assets offered for sale or the Terms and Conditions of Sale, or of its notice inviting offers, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal of any Assets or Terms and Conditions of Sale or any amendment thereof. With respect to termination of the offer process, the sole

obligation of the Receiver to the Offeror shall be to return the deposit without interest or deduction. In addition, the Receiver reserves the right and shall be at liberty, at any time, at its sole discretion, to set a minimum offer price for any or all of the Assets, as the case may be and, in such case, the Receiver shall inform prospective Offerors and/or Offerors of such minimum offer price.

19. The submission of an offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of these "Terms and Conditions of Sale".
20. M&M is acting solely in its capacity as Court-appointed Receiver of the Companies, and not in its personal or corporate capacity, and its liabilities hereunder, if any, or under any Asset Purchase Agreement, or sale process or sale contemplated hereby, will be solely in its capacity as Court-appointed Receiver of the Companies and it shall have no personal or corporate liability of any kind, whether in contract or in tort or otherwise. M & M will have no liability under or as a result of facilitating any sale transaction entered into by the Companies except in its capacity as Receiver, and without limiting the generality of the foregoing, M & M will have no liability under or as a result of facilitating any such sale transaction in its personal or corporate capacity.
21. Subject to Court approval, at the Time of Closing, the Purchaser shall be entitled to a Vesting Order in a form which will be satisfactory to the Receiver and the Court to convey the Receiver's right, title and interest, if any, in the Purchased Property in consideration of the Purchase Price.
22. Prior to closing, the Purchased Property shall be and remain in the possession of and at the risk of the Receiver and thereafter, shall be at the risk of the Purchaser. Until the closing, the Receiver shall hold all insurance policies or proceeds thereof in trust for the Receiver and the Purchaser as their interests may appear. In the event of substantial damage (as determined by the Receiver, acting reasonably) to the Purchased Property occurring before closing, the Purchaser may elect, upon written notice to the Receiver to either have the proceeds of the insurance paid to the Purchaser and complete the Asset Purchase Agreement or may cancel the Asset Purchase Agreement and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial (as determined by the Receiver, acting reasonably), the Purchaser shall be obliged to complete the Asset Purchase Agreement and be entitled to the proceeds of insurance referenced to such damage, but not to any other costs or compensation whatsoever.
23. Without limitation, all of the Purchased Property shall be as it exists on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date hereof to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Purchased Property or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to the *Sale of Goods Act* (British Columbia) or similar legislation in other jurisdictions apply

hereto and all of the same are hereby waived by the Purchaser.

24. The Purchaser agrees that all the insurance maintained by the Receiver in respect of the subject Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.
25. The Purchaser represents and warrants that:
 26. it is a corporation duly incorporated, organized and subsisting under the laws of Canada or its Provinces;
 27. it has the corporate power and capacity to enter into and perform its obligations under the Asset Purchase Agreement; and
 28. it is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
29. The Purchaser agrees to indemnify and save harmless the Receiver with respect to any claims, demands, losses, damages, costs, charges and expenses which the Receiver may suffer as a result of any claim made by any third party, including any member of the public, against the Receiver, based upon any damage suffered by such party and arising out of the sale of inventory or other Assets by the Purchaser and the costs (including legal costs on a solicitor client basis) of enforcing the indemnity contained herein. The said indemnity shall remain in existence for a period of one (1) year subsequent to the Closing Date and be unlimited in amount.
30. The Purchaser shall indemnify the Receiver and the Companies, and their respective officers and directors (current and former) and hold such parties harmless against and from all losses, costs, damages and expenses which such parties may sustain, incur or be or become liable for any reason of or arising from any operations of the Purchaser in relation to any Assets, including without limitation any clean-up, decommissioning, restoration or remediation of the Assets which may be required by such parties pursuant to any environmental laws as a result of the operations of the Purchaser.
31. All stipulations as to time are strictly of the essence.
32. Any tender of documents or money hereunder may be made upon the Receiver and Purchaser at their respective addresses indicated in the Form of Offer, or their respective solicitors.
33. The terms and conditions herein shall not merge on the closing of any respective transaction, but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.
34. The Asset Purchase Agreement, when entered into by the Receiver on behalf of the Companies and the Purchaser, shall constitute the entire agreement between the parties

to it pertaining to the subject matter thereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and of the Receiver and there shall be no agreements or understandings between the parties in connection with the subject matter thereof except as specifically set forth therein. No party hereto has relied on any express or implied representation, written or oral, of any individual or entity as an inducement to enter into this offer or the Asset Purchase Agreement.

35. The obligation of the Receiver to complete the Asset Purchase Agreement is and shall be subject to the satisfaction of, among other things, the following terms and conditions at or prior to the Closing Date, which conditions are for the sole benefit of the Receiver and which may be waived by the Receiver;
- a) the representations and warranties of the Purchaser herein are true and accurate as of the Closing Date;
 - b) no action or proceeding at law or in equity shall be pending or threatened by any person, firm, government, governmental authority, regulatory body or agency to enjoin, restrict or prohibit the purchase and sale of the Purchased Property;
 - c) the Purchased Property shall not have been removed from the control of the Receiver by any means or process;
 - d) no party shall have taken any action to redeem any of the Purchased Property; and
 - e) Court approval has been granted for transactions exceeding two million dollars individually or ten million dollars in aggregate.

In the event that any of the conditions contained in the Asset Purchase Agreement are not satisfied as of the Closing Date, the Asset Purchase Agreement shall thereupon at the option of the Receiver be rendered null and void and the Purchaser shall be entitled only to the return of the Deposit without interest but without any further cost or consequence.

36. The Purchaser shall not assign the Asset Purchase Agreement without the Receiver's prior written approval which approval may be granted or withheld in the Receiver's sole discretion.
37. The parties shall not publicly announce the existence of the Asset Purchase Agreement or disclose any of its contents except:

- a. in accordance with a written public statement or other form of disclosure satisfactory to all parties; and
 - b. as required in connection with the application for Court approval or the duties of the Receiver.
38. Any notices, requests, demands or other communications to be given in respect of this offer or under the Asset Purchase Agreement (referred to herein as "Notice") shall be in writing and shall be either hand delivered, telefaxed or mailed prepaid registered mail addressed as follows:

- a. To the Purchaser: At the address set forth in the offer
- b. To the Vendor: McIntosh & Morawetz Inc.,
 - 1. Court Appointed Interim Receiver of Redcorp Ventures Ltd. and Redfern Resources Ltd.
 - 2. c/o Alvarez & Marsal Canada ULC
 - 3. Royal Bank Plaza, South Tower
 - 4. 200 Bay Street, Suite 2000P.O. Box 22
Toronto, ON M5J 2J1
Attention: Ms. Melanie MacKenzie
Telefax No.: (416) 847-5158,

With a copy to the Receiver's legal counsel:

Davis LLP
2800-666 Burrard Street
Vancouver, BC V6C 2Z7
Attention: Shelley Fitzpatrick
Telefax No.: (604) 605-3775

Notice shall be effective upon personal delivery or, if mailed, three (3) days after the deposit with the post office, or if telefaxed, on the date the Notice was sent by telefax, or if on a holiday, the next business day thereafter.

REDFERN RESOURCES LTD.

Proposed Allocation of Proceeds from the Sale of Floatation Cells and Related Equipment

	Juneau, AK /					
	Total Cost	Alberta	Savona, BC	AML	Teco	Broker
<i>Equipment by location as a % of total:</i>						
<i>Floatation Cells</i>						
Location of Equipment	100%	94%	6%			
Cost	3,435,579	3,226,043	209,536			
<i>Allocation of Gross Proceeds as a % of cost:</i>						
	825,000	774,683	50,317	-	-	0
<i>Adjustments for:</i>						
Sales commissions to broker		(116,202)	(7,548)			123,750
Storage arrears - Teco-Westinghouse (Alberta)		(32,770)	-	-	32,770	-
Pre-filing storage arrears owing to AML (Alaska)		(18,165)	-	18,165	-	-
Post-filing storage paid to AML by Receiver		(38,094)	38,094	-	-	-
Total	825,000	569,452	80,863	18,165	32,770	123,750

Summary - allocation of proceeds:

Net proceeds to Trustee	569,452
Net proceeds to Receiver	80,863
Commissions payable to broker	123,750
Storage arrears - payable to Teco-Westinghouse	32,770
Pre-filing storage arrears - payable to AML	18,165
Total	825,000

REDCORP VENTURES LTD. / REDFERN RESOURCES LTD.

(In Receivership)

Consolidated Receipts and Disbursements

for the period May 29, 2009 to June 29, 2011

	Redcorp Ventures Ltd.		Redfern Resources Ltd.		TOTAL	
	CDN\$	USD	CDN\$	USD	CDN\$	USD
Receipts						
Transfers from company bank accounts	30,963,473	2,226	580,696	154,444	31,544,169	156,670
Recovery of advances and refunds	126,847	-	341,268	5,846	468,115	5,846
Proceeds from asset sales	11,553	-	5,375,412	799,735	5,386,965	799,735
Tax refunds	195,000	-	30,000	-	225,000	-
Miscellaneous receipts	-	-	12,500	-	12,500	-
Total Receipts	31,296,873	2,226	6,339,876	960,025	37,636,749	962,251
Disbursements						
Interim distributions	25,500,000	-	2,379,870	-	27,879,870	-
Transfers to Trustee (ABCP interest)	1,605,607	-	(2,500)	-	1,603,107	-
Holdbacks remitted to construction lien holders	148,517	-	192,438	-	340,955	-
Salaries, wages, and source deductions	252,121	-	81,347	116,408	333,468	116,408
Transport	1,024,415	-	42,204	38,728	1,066,619	38,728
Professional fees	2,304,260	-	751,314	80,723	3,055,574	80,723
Commissions	-	-	152,396	-	152,396	-
Rent and property taxes	187,395	-	2,586	-	189,981	-
Maintenance and repairs	-	-	68,884	-	68,884	-
Storage and moorage	-	-	241,065	552,778	241,065	552,778
Insurance	178,704	-	29,462	2,500	208,166	2,500
Utilities	17,982	-	21,131	3,898	39,113	3,898
General and administrative	45,124	966	60,163	18,535	105,286	19,501
Total Disbursements	31,264,126	966	4,020,358	813,570	35,284,483	814,536
Net Cash Flow	32,747	1,260	2,319,519	146,455	2,352,266	147,716