

No. S091670
Vancouver Registry

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.

ORDER MADE AFTER APPLICATION
(re: sale of Floatation Cells)

))	
BEFORE))	FRIDAY, THE 8 TH DAY OF
))	JULY, 2011
))	

THE HONOURABLE MR. JUSTICE BURNYEAT

ON THE APPLICATION of Alvarez & Marsal Canada Inc. (formerly, McIntosh & Morawetz Inc.), an affiliate of Alvarez & Marsal Canada ULC, in its capacity as Court-appointed Interim Receiver and Receiver (the "Receiver") of the assets, undertakings and properties of Redcorp Ventures Ltd. and Redfern Resources Ltd. (the "Debtor")

- ☒ coming on for hearing before the Honourable Mr. Justice Burnyeat at 800 Smithe Street, Vancouver, BC V6Z 2E1 on July 8, 2011 and on hearing H. Lance Williams, Counsel for the Receiver and no one else appearing, although duly served;

THIS COURT ORDERS AND DECLARES that:

1. the sale transaction (the "Transaction") contemplated in the offer to purchase dated June 6, 2011 and attached as Schedule "A" hereto (the "Sale Agreement") between the Receiver and Pine Point Holding Corp. (the "Purchaser"), is hereby approved, and that the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of assets listed on Schedule "B" hereto (the "Purchased Assets") to the Purchaser to transfer title to the Purchased Assets.
2. upon delivery of a letter from Davis LLP, solicitors for the Receiver, authorizing use of this Order, all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise and whether at law or in equity (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Honourable Court in the within proceedings (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system and (iii) those Claims listed on Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

THIS COURT ORDERS that:

3. for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the closing of the Transaction all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
4. THIS COURT ORDERS that the proceeds of the sale shall be received and disbursed through the trust account of the firm of Davis LLP, solicitors for the Receiver, as follows:
 - a) \$32,770 Canadian to Teco-Westinghouse (Canada), Inc. ("**Teco**");
 - b) \$18,165 US to Alaska Marine Lines ("**AML**");
 - c) \$138,600 Canadian to Global Sales and Appraisals Inc. ("**GSAI**");

inclusive of all applicable taxes and in full satisfaction of storage costs owing to Teco and AML, and commissions owing to GSAI in relation to the Purchased Assets; and,

- d) \$555,508. Canadian to the Trustee; and,
- e) the remainder to be held by the Receiver and to be disbursed in accordance with further Orders of this Honourable Court.

- 5. subject to the terms of the Sale Agreement, the Transaction shall close (the "Closing Date") within 45 days of the date of this Order.
- 6. any transfers, assignments, or other conveyances in respect of the Purchased Assets to be registered with any other government agency, shall be deemed to be validly executed if signed in the following manner:

Alvarez & Marsal Canada Inc., in its capacity as Interim Receiver and Receiver of Redfern Resources Ltd., and not in its personal capacity.

Per: _____

- 7. notwithstanding:
 - (a) the pendency of these proceedings; and
 - (b) the assignment in bankruptcy made in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the trustee in bankruptcy appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 8. the Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.
- 9. the approval of this Order by counsel appearing, other than counsel for the Receiver, is hereby dispensed with.

THIS COURT HEREBY REQUESTS:

10. the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, and in particular the United States Bankruptcy Court, to give effect to this Order, to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for Alvarez & Marsal Canada Inc.
(formerly, McIntosh & Morawetz Inc.), an affiliate of
Alvarez & Marsal Canada ULC, in its capacity as
Court-appointed Interim Receiver and Receiver
Davis LLP (H. Lance Williams)

BY THE COURT



REGISTRAR

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)

SCHEDULE "A"

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 Hagglands 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.

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.

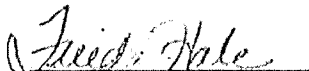
4. This offer is irrevocable.

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.

[illegible][illegible]

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment	Wth	Ht	Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ EQUIP #	AML PRO #	COMMENTS
	Lbs	Length								
BOX 1 OF 16	1529	48"	31.7"	44.1"	1	FLSMIDTH	MEX			
MOTOR SUPPORT	972				16	FLSMIDTH	MEX	400825	831160	
RIGHT BELT GUARD SUPPORT FLOT	279				16	FLSMIDTH	MEX	400825	831160	
LEFT BELT GUARD SUPPORT FLOT	279				16	FLSMIDTH	MEX	400825	831160	
BOX 2 OF 16	2362.8	48"	31.7"	44.1"	1	FLSMIDTH	MEX			
MOTOR SUPPORT (SINGLE DRIVE)	1104.4				18	FLSMIDTH	MEX	400825	831160	
RIGHT BELT GUARD SUPPORT FLOT	629.2				18	FLSMIDTH	MEX	400825	831160	
LEFT BELT GUARD SUPPORT FLOT	629.2				18	FLSMIDTH	MEX	400825	831160	
BOX 3 OF 16	946	48"	48"	49"	1	FLSMIDTH	MEX			
AIR PIPING MANIFOLD DO-100R	946				18	FLSMIDTH	MEX	400825	831160	
BOX 4 OF 16	970.2	48"	48"	49"	1	FLSMIDTH	MEX			
AIR PIPING MANIFOLD	794.2				16	FLSMIDTH	MEX	400825	831160	
AIR PIPING MANIFOLD DO-50R	176				4	FLSMIDTH	MEX	400825	831160	
BOX 5 OF 16	1086.8	57.1"	44.1"	49"	1	FLSMIDTH	MEX			
BELT GUARD COVER	1038.4				16	FLSMIDTH	MEX	400825	831160	
COVER PLATE	48.4				16	FLSMIDTH	MEX	400825	831160	
BOX 6 OF 16	1524.6	57.1"	44.1"	49"	1	FLSMIDTH	MEX			
BELT GUARD COVER DO 100	1168.2				18	FLSMIDTH	MEX	400825	831160	
COVER PLATE	52.8				18	FLSMIDTH	MEX	400825	831160	
ACCESS DOOR FLOTATION CELLS	209				5	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT DO F	33				3	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT DO F	19.8				2	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT	6.6				1	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT	15.4				2	FLSMIDTH	MEX	400825	831160	
VALVE ROD WELDMENT	19.8				2	FLSMIDTH	MEX	400825	831160	
BOX 7 OF 16	334.4	36.2"	30.3"	44.1"	1	FLSMIDTH	MEX			
BELT 3V 1060 3VX (SET=3)					1	FLSMIDTH	MEX	400825	831160	
VALVE 3" GLOBE FLANGED					1	FLSMIDTH	MEX	400825	831160	
HOSE AIR FLEXHAUST 4-1/2" X 8					1	FLSMIDTH	MEX	400825	831160	
CLAMP HOSE SS 4-5/8" X 5-1/2" MAX					2	FLSMIDTH	MEX	400825	831160	
GASKET, FF, FLG, NEOP, 7-1/2 X 3-1/2 X 1/8					2	FLSMIDTH	MEX	400825	831160	
ACTUATOR ASSY					1	FLSMIDTH	MEX	400825	831160	
BOX 8 OF 16	587.4	46.1"	29.9"	17.9"	1	FLSMIDTH	MEX			
OS ASSEMBLE UPPER SHAFT BEARING					1	FLSMIDTH	MEX	400825	831160	
HEAD, ADJUSTING, FLOTATION					2	FLSMIDTH	MEX	400825	831160	
HEAD, ADJUSTING, FLOTATION					2	FLSMIDTH	MEX	400825	831160	
OS ASSEMBLE UPPER SHAFT BEARING					1	FLSMIDTH	MEX	400825	831160	

REDFEERN BARGING PRIORITY LIST

Description	Weight	Size of Equipment			Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ AML EQUIP#	AML PRO #	COMMENTS
BOX 9 OF 16	180.4	48"	26"	32.7"	1	FLSMIDTH	MEX			
TAG PLATE					4	FLSMIDTH	MEX	400825	831160	
SHEAVE BELT 5.60D C/W BSHG					1	FLSMIDTH	MEX	400825	831160	
SHEAVE BELT 250D C/W BSHG					1	FLSMIDTH	MEX	400825	831160	
SHAFT LOWER STL F100 FLOT DYN BALANCED					1	FLSMIDTH	MEX	400825	831160	
BOX 10 OF 16	81.4	41.3"	10.2"	13.8"	1	FLSMIDTH	MEX			
LOWER SHAFT STL					1	FLSMIDTH	MEX	400825	831160	
BELT V 3V 1060 3VX (SET-3)					1	FLSMIDTH	MEX	400825	831160	
BOX 11 OF 16	264	30.3"	30.3"	28.7"	1	FLSMIDTH	MEX			
STATOR RS11					1	FLSMIDTH	MEX	400825	831160	
STATOR RS14					1	FLSMIDTH	MEX	400825	831160	
ROTOR					1	FLSMIDTH	MEX	400825	831160	
ROTOR RS11					1	FLSMIDTH	MEX	400825	831160	
BOX 12 OF 16	440	31.1"	30.3"	28.3"	1	FLSMIDTH	MEX			
SHEAVE 8 OD					1	FLSMIDTH	MEX	400825	831160	
SHEAVE 25 OD					1	FLSMIDTH	MEX	400825	831160	
KIT FASTENERS FOR TRIAL FIT					1	FLSMIDTH	MEX	400825	831160	
VALVE 3" GLOBE FLANGED					1	FLSMIDTH	MEX	400825	831160	
HOSE AIR FLEXHAUST					1	FLSMIDTH	MEX	400825	831160	
CLAMP HOSE, SS, 4-5/8" 5-1/2" MAX					2	FLSMIDTH	MEX	400825	831160	
GASKET, FF, FLG, NEOP, 7-1/2"					2	FLSMIDTH	MEX	400825	831160	
TUBE NEOPRENE, 1-3/8"OD X 7/8"ID					2	FLSMIDTH	MEX	400825	831160	
CLEVIS #144 STL					2	FLSMIDTH	MEX	400825	831160	
TUBE NEOPRENE, 1-3/8"OD X 7/8"ID					8	FLSMIDTH	MEX	400825	831160	
BUSHING 5/8" OD X 3/8"ID					4	FLSMIDTH	MEX	400825	831160	
BUSHING 3/4"OD X 1/2"ID					2	FLSMIDTH	MEX	400825	831160	
CLEVIS #120/#144, STL					2	FLSMIDTH	MEX	400825	831160	
VALVE, CONICAL, 5-3/4" NEO					2	FLSMIDTH	MEX	400825	831160	
VALVE, CONICAL, 5-3/4" NEO					2	FLSMIDTH	MEX	400825	831160	
GROMMET RUBBER (SPEC#900417)					4	FLSMIDTH	MEX	400825	831160	
BOX 13 OF 16	640.2	40.6"	40.6"	19.3"	1	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT (R.H)	125.4				18	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT (L.H)	125.4				18	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT FLOT (L.H)	112.2				16	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT FLOT (R.H)	112.2				16	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE-4" DOE	37.4				4	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 4"	35.2				4	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE	11				4	FLSMIDTH	MEX	400825	831160	
STUB END 1-1/2"	2.2				1	FLSMIDTH	MEX	400825	831160	
ADAPTER FLANGE	2.2				1	FLSMIDTH	MEX	400825	831160	
FLANGED ELBOW	4.4				1	FLSMIDTH	MEX	400825	831160	
VALVE SPOOL	6.6				1	FLSMIDTH	MEX	400825	831160	

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment	Length	Width	Ht	Qty	MANUFACTURE R/MODEL #	ORIGIN	SKID#/ AML EQUIP #	AML PRO #	COMMENTS
STUB END 1-1/2"	4.4					2	FLSMIDTH	MEX	400825	831160	
LINKAGE ARM ACTUATOR	15.4					4	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 5" DO	8.8					1	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 7" DO	13.2					1	FLSMIDTH	MEX	400825	831160	
LINKAGE ARM ACTUATOR DO FLOTATION	24.2					6	FLSMIDTH	MEX	400825	831160	
BOX 14 OF 16	565.4	36.2"	35"	24.4"		1	FLSMIDTH	MEX			
MOUNTING BRACKET ACTUATOR DO	200.2					6	FLSMIDTH	MEX	400825	831160	
MOUNTING BRACKET ACTUATOR	134.2					4	FLSMIDTH	MEX	400825	831160	
MOUNTING BRACKET LEVEL	50.6					5	FLSMIDTH	MEX	400825	831160	
LEVEL CONTROL BRACKET DO-25R	17.6					1	FLSMIDTH	MEX	400825	831160	
LEVE CONTROL BRACKET	85.8					5	FLSMIDTH	MEX	400825	831160	
WEDGE	4.4					8	FLSMIDTH	MEX	400825	831160	
WEDGE FOR GROMMET ADAPTER	6.6					14	FLSMIDTH	MEX	400825	831160	
FILLER PLATE ACTUATOR	11					4	FLSMIDTH	MEX	400825	831160	
FILLER PLATE ACTUATOR DO FLOT	15.4					6	FLSMIDTH	MEX	400825	831160	
CLEVIS ACTUATOR	6.6					4	FLSMIDTH	MEX	400825	831160	
CLEVIS ACTUATOR DO	8.8					6	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE DO FLOTATION	17.6					5	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE DO FLOTATION	2.2					1	FLSMIDTH	MEX	400825	831160	
PIVOT LINKAGE ARM	2.2					4	FLSMIDTH	MEX	400825	831160	
PIVOT LINKAGE ARM DO FLOTATION	2.2					6	FLSMIDTH	MEX	400825	831160	
BOX 15 OF 16	1023	96.1"	55.1"	48.4"		1	FLSMIDTH	MEX			
BELT GUARD	910.8					16	FLSMIDTH	MEX	400825	831160	
BELT GUARD BOTTOM	112.2					16	FLSMIDTH	MEX	400825	831160	
BOX 16 OF 16	1148.4	96.1"	55.1"	48.4"		1	FLSMIDTH	MEX			
BELT GUARD	1023					18	FLSMIDTH	MEX	400825	831160	
BELT GUARD BOTTOM	125.4					18	FLSMIDTH	MEX	400825	831160	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	442530	829867	PROJECT CODE 005,E04-CEL-003,E04
FEED BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	442530	829867	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452162	830845	PROJECT CODE 005,E04-CEL-003,E04
FEED BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	452162	830845	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452035	831369	PROJECT CODE 005,E04-CEL-003,E04
FEED BOX	2820	9'10-1/2"	6'7"	36-3/4"		1	FLSMIDTH	MEX	452035	831369	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"		3	FLSMIDTH	MEX	452015	831839	TAGS:E04-CEL-005,E04-CEL-003,E04-CEL-078
CONNECTION BOX	2820	9'10-1/2"	36-3/4"	36-3/4"		1	FLSMIDTH	MEX	452015	831839	
DISCHARGE BOX	2472	7'11"	6'6"	3'2"		1	FLSMIDTH	MEX	452015	831839	

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment			Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID# / AML EQUIP#	AML PRO #	COMMENTS
100R FLOTATION CELLS WITH ACCESSORIES	12361	5'10"	33'11"	7'8"	1	FLSMIDTH	MEX	452108	829611	
50R FLOTATION CELLS WITH ACCESSORIES	5401	5'10"	12'	7'8"	1	FLSMIDTH	MEX	452108	829611	
100R FLOTATION CELLS WITH ACCESSORIES	9321	5'10"	33'11"	7'8"	1	FLSMIDTH	MEX	452104	828851	
50R FLOTATION CELLS WITH ACCESSORIES	8569	5'10"	12'	7'8"	1	FLSMIDTH	MEX	452104	828851	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"	3	FLSMIDTH	MEX	242020	829866	TAGS:E04-CEL-081,E04-CEL-093,E04-CEL-008
CONNECTION BOX	2820	9'10-1/2"	6'7"	36-3/4"	1	FLSMIDTH	MEX	242020	829866	
DISCHARGE BOX	2472	7'11"	6'6"	3'2"	1	FLSMIDTH	MEX	242020	829866	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"	3	FLSMIDTH	MEX	452012	832706	TAGS:E04-CEL-009,E04-CEL-091,E04-CEL-080
CONNECTION BOX	2820	9'10-1/2"	6'7"	36-3/4"	1	FLSMIDTH	MEX	452012	832706	
DISCHARGE BOX	2472	7'11"	6'6"	3'2"	1	FLSMIDTH	MEX	452012	832706	
50R FLOTATION CELLS WITH ACCESSORIES	4103	5'	9'5"	8'-3/4"	1	FLSMIDTH	MEX	452058	829560	
50R FLOTATION CELLS WITH ACCESSORIES	6085	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	452058	829560	
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	8'-3/4"	1	FLSMIDTH	MEX	452058	829560	
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	442203	829908	
50R FLOTATION CELLS WITH ACCESSORIES	6047	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	442203	829908	
50R FLOTATION CELLS WITH ACCESSORIES	3027	5'	10'5"	8'-3/4"	1	FLSMIDTH	MEX	442203	829908	
FLOTATION CELLS TANK WELDMENT WEMCO MODEL 144 WITH MECHANISM ASSEMBLY	9650	45'6"	9'3/4"	10"	2	FLSMIDTH	MEX	452038	831841	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"	3	FLSMIDTH	MEX	452125	833007	TAGS:E04-CEL-094,E04-CEL-089,E04-CEL-135
CONNECTION BOX	2472	7'11"	6'6"	3'2"	1	FLSMIDTH	MEX	452125	833007	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	10"	3	FLSMIDTH	MEX	452088	832532	TAGS:E04-CEL-076,E04-CEL-092,E04-CEL-082
CONNECTION BOX	2472	7'11"	6'6"	3'2"	1	FLSMIDTH	MEX	452088	832532	
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	8'-3/4"	1	FLSMIDTH	MEX	452034	829541	
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	8'-3/4"	1	FLSMIDTH	MEX	452034	829541	
LAUNDER WELDMENT	744	18'3"	8'4"	6'6"	12	FLSMIDTH	MEX	442409	829877	
PALLET OF ACCESSORIES	1100	6'3"	4'4"	1'5"	1	FLSMIDTH	MEX	442409	829877	
LAUNDER WELDMENT	17487	18'3"	8'4"	6'6"	16	FLSMIDTH	MEX	452011	829745	

SCHEDULE "B" - Purchased Assets

1. Floatation Cells located in Juneau Alaska, listed in the attached Exhibit "1"
2. 600 Volt Motors and Hose Pump Motors located in Alberta, listed in the attached Exhibit "2"

FLOATATION CELLS

[illegible][illegible]

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment		Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ AML EQUIP#	AML PRO #	COMMENTS
		Lbs	Length						
			Width	Ht					
BOX 1 OF 16	1529	48"	31.7"	44.1"	1	FLSMIDTH			
MOTOR SUPPORT	972				16	FLSMIDTH	400825	831160	
RIGHT BELT GUARD SUPPORT FLOT	279				16	FLSMIDTH	400825	831160	
LEFT BELT GUARD SUPPORT FLOT	279				16	FLSMIDTH	400825	831160	
BOX 2 OF 16	2362.8	48"	31.7"	44.1"	1	FLSMIDTH			
MOTOR SUPPORT (SINGLE DRIVE)	1104.4				18	FLSMIDTH	400825	831160	
RIGHT BELT GUARD SUPPORT FLOT	629.2				18	FLSMIDTH	400825	831160	
LEFT BELT GUARD SUPPORT FLOT	629.2				18	FLSMIDTH	400825	831160	
BOX 3 OF 16	946	48"	48"	49"	1	FLSMIDTH			
AIR PIPING MANIFOLD DO-100R	946				18	FLSMIDTH	400825	831160	
BOX 4 OF 16	970.2	48"	48"	49"	1	FLSMIDTH			
AIR PIPING MANIFOLD	794.2				16	FLSMIDTH	400825	831160	
AIR PIPING MANIFOLD DO-50R	176				4	FLSMIDTH	400825	831160	
BOX 5 OF 16	1086.8	57.1"	44.1"	49"	1	FLSMIDTH			
BELT GUARD COVER	1038.4				16	FLSMIDTH	400825	831160	
COVER PLATE	48.4				16	FLSMIDTH	400825	831160	
BOX 6 OF 16	1524.6	57.1"	44.1"	49"	1	FLSMIDTH			
BELT GUARD COVER DO 100	1168.2				18	FLSMIDTH	400825	831160	
COVER PLATE	52.8				18	FLSMIDTH	400825	831160	
ACCESS DOOR FLOTATION CELLS	209				5	FLSMIDTH	400825	831160	
VALVE ROD WELDMENT DO F	33				3	FLSMIDTH	400825	831160	
VALVE ROD WELDMENT DO F	19.8				2	FLSMIDTH	400825	831160	
VALVE ROD WELDMENT	6.6				1	FLSMIDTH	400825	831160	
VALVE ROD WELDMENT	15.4				2	FLSMIDTH	400825	831160	
VALVE ROD WELDMENT	19.8				2	FLSMIDTH	400825	831160	
BOX 7 OF 16	334.4	36.2"	30.3"	44.1"	1	FLSMIDTH			
BELT 3V 1060 3VX (SET-3)					1	FLSMIDTH	400825	831160	
VALVE 3" GLOBE FLANGED					1	FLSMIDTH	400825	831160	
HOSE AIR FLEXHAUST 4-1/2D X 8					1	FLSMIDTH	400825	831160	
CLAMP HOSE SS 4-5/8" X 5-1/2" MAX					2	FLSMIDTH	400825	831160	
GASKET, FF, FLG, NEOP, 7-1/2 X 3-1/2 X 1/8					2	FLSMIDTH	400825	831160	
ACTUATOR ASSY					1	FLSMIDTH	400825	831160	
BOX 8 OF 16	587.4	46.1"	29.9"	17.9"	1	FLSMIDTH			
OS ASSEMBLE UPPER SHAFT BEARING					1	FLSMIDTH	400825	831160	
HEAD, ADJUSTING, FLOTATION					2	FLSMIDTH	400825	831160	
HEAD, ADJUSTING, FLOTATION					2	FLSMIDTH	400825	831160	
OS ASSEMBLE UPPER SHAFT BEARING					1	FLSMIDTH	400825	831160	

REDFERN BARGING PRIORITY LIST

Description	Weight		Size of Equipment		Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ AML EQUIP#	AML PRO #	COMMENTS
	Lbs	Length	Width	Ht						
BOX 9 OF 16	180.4	48"	26"	32.7"	1	FLSMIDTH	MEX			
TAG PLATE					4	FLSMIDTH	MEX	400825	831160	
SHEAVE BELT 5.60D C/W BSHG					1	FLSMIDTH	MEX	400825	831160	
SHEAVE BELT 250D C/W BSHG					1	FLSMIDTH	MEX	400825	831160	
SHAFT LOWER STL F100 FLOT DYN BALANCED					1	FLSMIDTH	MEX	400825	831160	
BOX 10 OF 16	81.4	41.3"	10.2"	13.8"	1	FLSMIDTH	MEX			
LOWER SHAFT STL					1	FLSMIDTH	MEX	400825	831160	
BELT V 3V 1060 3VX (SET-3)					1	FLSMIDTH	MEX	400825	831160	
BOX 11 OF 16	264	30.3"	30.3"	28.7"	1	FLSMIDTH	MEX			
STATOR RS11					1	FLSMIDTH	MEX	400825	831160	
STATOR RS14					1	FLSMIDTH	MEX	400825	831160	
ROTOR					1	FLSMIDTH	MEX	400825	831160	
ROTOR RS11					1	FLSMIDTH	MEX	400825	831160	
BOX 12 OF 16	440	31.1"	30.3"	28.3"	1	FLSMIDTH	MEX			
SHEAVE 8 OD					1	FLSMIDTH	MEX	400825	831160	
SHEAVE 25 OD					1	FLSMIDTH	MEX	400825	831160	
KIT FASTENERS FOR TRIAL FIT					1	FLSMIDTH	MEX	400825	831160	
VALVE 3" GLOBE FLANGED					1	FLSMIDTH	MEX	400825	831160	
HOSE AIR FLEXHAUST					1	FLSMIDTH	MEX	400825	831160	
CLAMP HOSE, SS, 4-5/8" 5-1/2" MAX					2	FLSMIDTH	MEX	400825	831160	
GASKET, FF, FLG, NEOP, 7-1/2"					2	FLSMIDTH	MEX	400825	831160	
TUBE NEOPRENE, 1-3/8"OD X 7/8"ID					2	FLSMIDTH	MEX	400825	831160	
CLEVIS #144 STL					2	FLSMIDTH	MEX	400825	831160	
TUBE NEOPRENE, 1-3/8"OD X 7/8"ID					8	FLSMIDTH	MEX	400825	831160	
BUSHING 5/8"OD X 3/8"ID					4	FLSMIDTH	MEX	400825	831160	
BUSHING 3/4"OD X 1/2"ID					2	FLSMIDTH	MEX	400825	831160	
CLEVIS #120/#144, STL					2	FLSMIDTH	MEX	400825	831160	
VALVE, CONICAL, 5-3/4" NEO					2	FLSMIDTH	MEX	400825	831160	
VALVE, CONICAL, 5-3/4" NEO					2	FLSMIDTH	MEX	400825	831160	
GROMMET RUBBER (SPEC#900417)					4	FLSMIDTH	MEX	400825	831160	
BOX 13 OF 16	640.2	40.6"	40.6"	19.3"	1	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT (R.H)	125.4				18	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT (L.H)	125.4				18	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT FLOT (L.H.)	112.2				16	FLSMIDTH	MEX	400825	831160	
BELT GUARD SUPPORT FLOT (R.H.)	112.2				16	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 4" DOE	37.4				4	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 4"	35.2				4	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE	11				4	FLSMIDTH	MEX	400825	831160	
STUB END 1-1/2"	2.2				1	FLSMIDTH	MEX	400825	831160	
ADAPTER FLANGE	2.2				1	FLSMIDTH	MEX	400825	831160	
FLANGED ELBOW	4.4				1	FLSMIDTH	MEX	400825	831160	
VALVE SPOOL	6.6				1	FLSMIDTH	MEX	400825	831160	

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equip ment	Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID#/ AML EQUIP#	AML PRO #	COMMENTS
	Lbs	Length						
STUB END 1-1/2"	4.4		2	FLSMIDTH	MEX	400825	831160	
LINKAGE ARM ACTUATOR	15.4		4	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 5" DO	8.8		1	FLSMIDTH	MEX	400825	831160	
GROMMET PLATE 7" DO	13.2		1	FLSMIDTH	MEX	400825	831160	
LINKAGE ARM ACTUATOR DO FLOTATION	24.2		6	FLSMIDTH	MEX	400825	831160	
BOX 14 OF 16	565.4	36.2"	1	FLSMIDTH	MEX			
MOUNTING BRACKET ACTUATOR DO	200.2		6	FLSMIDTH	MEX	400825	831160	
MOUNTING BRACKET ACTUATOR	134.2		4	FLSMIDTH	MEX	400825	831160	
MOUNTING BRACKET LEVEL	50.6		5	FLSMIDTH	MEX	400825	831160	
LEVEL CONTROL BRACKET DO-25R	17.6		1	FLSMIDTH	MEX	400825	831160	
LEVE CONTROL BRACKET	85.8		5	FLSMIDTH	MEX	400825	831160	
WEDGE	4.4		8	FLSMIDTH	MEX	400825	831160	
WEDGE FOR GROMMET ADAPTER	6.6		14	FLSMIDTH	MEX	400825	831160	
FILLER PLATE ACTUATOR	11		4	FLSMIDTH	MEX	400825	831160	
FILLER PLATE ACTUATOR DO FLOT	15.4		6	FLSMIDTH	MEX	400825	831160	
CLEVIS ACTUATOR	6.6		4	FLSMIDTH	MEX	400825	831160	
CLEVIS ACTUATOR DO	8.8		6	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE DO FLOTATION	17.6		5	FLSMIDTH	MEX	400825	831160	
VALVE ROD GUIDE DO FLOTATION	2.2		1	FLSMIDTH	MEX	400825	831160	
PIVOT LINKAGE ARM	2.2		4	FLSMIDTH	MEX	400825	831160	
PIVOT LINKAGE ARM DO FLOTATION	2.2		6	FLSMIDTH	MEX	400825	831160	
BOX 15 OF 16	1023	96.1"	1	FLSMIDTH	MEX			
BELT GUARD	910.8	55.1"	16	FLSMIDTH	MEX	400825	831160	
BELT GUARD BOTTOM	112.2		16	FLSMIDTH	MEX	400825	831160	
BOX 16 OF 16	1148.4	96.1"	1	FLSMIDTH	MEX			
BELT GUARD	1023		18	FLSMIDTH	MEX	400825	831160	
BELT GUARD BOTTOM	125.4		18	FLSMIDTH	MEX	400825	831160	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	3	FLSMIDTH	MEX	442530	829867	TRUCKCITY CELL 005-E04-CEL-000-E04
FEED BOX	2820	9'10-1/2"	1	FLSMIDTH	MEX	442530	829867	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	3	FLSMIDTH	MEX	452162	830845	TRUCKCITY CELL 005-E04-CEL-000-E04
FEED BOX	2820	9'10-1/2"	1	FLSMIDTH	MEX	452162	830845	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	3	FLSMIDTH	MEX	452035	831369	TRUCKCITY CELL 005-E04-CEL-000-E04
FEED BOX	2820	9'10-1/2"	1	FLSMIDTH	MEX	452035	831369	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	3	FLSMIDTH	MEX	452015	831839	TAGS:E04-CEL-005,E04-CEL-003,E04-CEL-078
CONNECTION BOX	2820	9'10-1/2"	1	FLSMIDTH	MEX	452015	831839	
DISCHARGE BOX	2472	7'11"	1	FLSMIDTH	MEX	452015	831839	

REDFERN BARGING PRIORITY LIST

Description	Weight	Size of Equipment		Qty	MANUFACTURE R/MODEL#	ORIGIN	SKID# / AML EQUIP#	AML PRO #	COMMENTS
		Lbs	Length						
100R FLOTATION CELLS WITH ACCESSORIES	12361	5'10"	33'11"	1	FLSMIDTH	MEX	452108	829611	
50R FLOTATION CELLS WITH ACCESSORIES	5401	5'10"	12'	1	FLSMIDTH	MEX	452108	829611	
100R FLOTATION CELLS WITH ACCESSORIES	9321	5'10"	33'11"	1	FLSMIDTH	MEX	452104	828851	
50R FLOTATION CELLS WITH ACCESSORIES	8569	5'10"	12'	1	FLSMIDTH	MEX	452104	828851	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	3	FLSMIDTH	MEX	242020	829866	TAGS:E04-CEL-081,E04-CEL-093,E04-CEL-008
CONNECTION BOX	2820	9'10-1/2"	6'7"	1	FLSMIDTH	MEX	242020	829866	
DISCHARGE BOX	2472	7'11"	6'6"	1	FLSMIDTH	MEX	242020	829866	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	3	FLSMIDTH	MEX	452012	832706	TAGS:E04-CEL-009,E04-CEL-091,E04-CEL-080
CONNECTION BOX	2820	9'10-1/2"	6'7"	1	FLSMIDTH	MEX	452012	832706	
DISCHARGE BOX	2472	7'11"	6'6"	1	FLSMIDTH	MEX	452012	832706	
50R FLOTATION CELLS WITH ACCESSORIES	4103	5'	9'5"	1	FLSMIDTH	MEX	452058	829560	
50R FLOTATION CELLS WITH ACCESSORIES	6085	5'	17'	1	FLSMIDTH	MEX	452058	829560	
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	1	FLSMIDTH	MEX	452058	829560	
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	1	FLSMIDTH	MEX	442203	829908	
50R FLOTATION CELLS WITH ACCESSORIES	6047	5'	17'	1	FLSMIDTH	MEX	442203	829908	
50R FLOTATION CELLS WITH ACCESSORIES	3027	5'	10'5"	1	FLSMIDTH	MEX	442203	829908	
FLOTATION CELLS TANK WELDMENT WEMCO MODEL 144 WITH MECHANISM ASSEMBLY	9650	45'6"	9'3/4"	2	FLSMIDTH	MEX	452038	831841	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	3	FLSMIDTH	MEX	452125	833007	TAGS:E04-CEL-094,E04-CEL-089,E04-CEL-135
CONNECTION BOX	2472	7'11"	6'6"	1	FLSMIDTH	MEX	452125	833007	
TANK WELDMENT WITH MECHANISM ASSEMBLY	9650	45"	9'3/4"	3	FLSMIDTH	MEX	452088	832532	TAGS:E04-CEL-076,E04-CEL-092,E04-CEL-082
CONNECTION BOX	2472	7'11"	6'6"	1	FLSMIDTH	MEX	452088	832532	
100R FLOTATION CELLS WITH ACCESSORIES	5132	5'	12'5"	1	FLSMIDTH	MEX	452034	829541	
50R FLOTATION CELLS WITH ACCESSORIES	6193	5'	17'	1	FLSMIDTH	MEX	452034	829541	
LAUNDER WELDMENT	744	18'3"	84"	12	FLSMIDTH	MEX	442409	829877	
PALLET OF ACCESSORIES	1100	6'3"	44"	1	FLSMIDTH	MEX	442409	829877	
LAUNDER WELDMENT	17487	18'3"	84"	16	FLSMIDTH	MEX	452011	829745	



Redfern Resources Ltd.
Suite 800 - 1281 West Georgia Street
Vancouver, BC V6E 3J7
Canada
Phone: (604) 669-4775 Fax: (604) 669-5330

Ship To: Redfern Resources Ltd.
Suite 800 - 1281 West Georgia Street
Vancouver, BC V6E 3J7
Canada

Purchase Order

P.O Number VPORFR01393

Chg Order # 1
PO Date 1/14/2009
Page 1 of 2
Vendor Ref.: EL010-Q004

Issued to: **Teco-Westinghouse Motors Inc.**
1 - 55 Hawthorn Drive
Port Moody, B.C.
V3H 0B3

Buyer ANGUI
Originator Same-Ward -
Payment Terms N30
Delivery Terms
Ship via

GST/Business #:
Vendor must sign and return a
copy of this PO to indicate
acceptance

Attn.: Aron Cable

Qty	Description	Unit	Price	Amount
1.00	SHIP 1200 215T 575 ADV+IEEE Ready AEHH (Inv 125032)	EA	16.00	16.00
2.00	Impro Seal Vertical Shaft Up 215T (Inv 125032)	EA	16.00	32.00
3.00	7.5HP 1200 254T 575 ADV+ IEEE Ready AEHH (Inv 125033)	EA	18.00	54.00
4.00	Impro Seal Vertical Shaft Up 254T (Inv 125033)	EA	18.00	72.00
5.00	40HP 900 365T IEEE 841 (Inv 125034)	EA	26.00	130.00

Special Instructions/Change Details:
PST exempt
Payment due before motors are shipped

Per: _____
Authorized Purchasing Agent

Accepted by _____
Vendor Signature

Conditions governing the execution of this PO are shown on the
attached "Purchase Terms and Conditions" which form an integral
part of this PO

Total Taxes
Total Currency: CDN

Schedule "C" – Claims

Claim of CIBC Mellon Trust Company, as Trustee, as a secured creditor of the Debtor, registration number 784973D in the Personal Property Registry of British Columbia.

No. S091670
Vancouver Registry

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.

**ORDER MADE AFTER APPLICATION
(RE: SALE OF FLOATATION CELLS)**

DAVIS LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No. 76334-00001

ZW/bdw