

District of: British Columbia
Division No: 03 - Vancouver
Court No: B091175
Estate No: 11-1218508

FORM 40

Report of Trustee on Proposal
(Section 59(1) and paragraph 58(d) of the Act)
In the Matter of the Proposal of Pumptown Quarry Inc.

We, G. Powroznik Group Inc., of Vancouver, British Columbia, the trustee acting in the proposal of Pumptown Quarry Inc., hereby report to the Court as follows:

1. That a proposal was filed with me on the 10th day of June, 2009 a copy of which is attached and marked as Exhibit "A" and that I filed a copy of the proposal with the official receiver on the 10th day of June, 2009.
2. That on the 12th day of June, 2009 I gave notice to the debtor, to the Division Office and to every known creditor affected by the proposal, whose names and addresses are shown in Exhibit "B" to this report, of the calling of a meeting of creditors to be held on the 24th day of June, 2009 to consider the proposal.
3. That with the notice was included a condensed statement of the assets and liabilities of the debtor, a list of the creditors affected by the proposal and showing the amounts of their claims, a copy of the proposal, a form of proof of claim and proxy in blank and a voting letter. Copies of the notice, the condensed statement and the list of creditors are attached and marked as Exhibits "C1", "C2" and "C3", respectively.
4. That prior to the meeting of creditors I made a detailed and careful inquiry into the liabilities of the debtor, the debtor's assets and their value, the debtor's conduct and the causes of the debtor's insolvency.
5. That the meeting of creditors was held on the 24th day of June, 2009, and was subsequently adjourned to the 25th day of June, 2009. The meeting resumed and was completed on the 25th day of June. The meeting was presided over by Gary Powroznik.

6. That the said proposal was accepted by the required majority of creditors.
7. That a copy of the minutes of the meeting is attached and marked as Exhibit "D".
8. That I am of the opinion that

(a) the assets of the debtor and their fair realizable value are as follows:

Asset Description	Book Value	Est. Realizable Value
Civic Address: 40251 Quadling Road, Abbotsford, BC Legal: District Lot 635 Group 2, Except Firstly: Parcel "One" (Reference Plan 15846), Secondly: Part Subdivided by Plan 23715, New Westminster District. Property is secured by a first charge in the form of a registered mortgage (Realty Investments Corporation as mortgagee).	\$1,550,000	\$1,550,000
Cash on hand	\$2,427.06	\$0.00
Environmental deposit with City of Abbotsford	\$28,000.00	\$1.00
Equipment, net of depreciation	\$47,859.45	\$25,000.00
Blasting product	\$11,524.00	\$ 8,000.00
Crushed gravel	\$174,250.00	\$117,000.00
Non-trade inventory (uncrushed stone)	\$40,500.00	\$ 25,000.00
Accounts receivable, fully provided	\$48,331.18	\$0.00
Total	\$1,902,891.69	\$1,725,001.00

(b) the liabilities of the debtor at the date of this report are as follows:

Creditor	Type	Declared	Admitted
HSBC Bank Canada	Unsecured	\$1,652,688.00	\$1,652,688.07
Caterpillar Financial Services Ltd.	Unsecured	\$234,000.00	\$247,706.70
Manning Elliot	Unsecured	\$2,772.00	\$0.00
Orica Canada Inc.	Unsecured	\$3,000.48	\$0.00
City of Abbotsford	Unsecured	\$54,227.36	\$0.00
BC Hydro	Unsecured	\$56,560.73	\$0.00
Walter's Bulldozing & Repairs	Unsecured	\$472.50	\$472.50
Patrick McSweeney	Unsecured	\$497.45	\$497.45
David Pow	Unsecured	\$475.00	\$472.50
Robertson Downe & Mullally	Unsecured	\$496.95	\$496.95
Accutrack Bookkeeping Services	Unsecured	\$118.13	\$118.13
Pan Pacific Aggregates Ltd.	Unsecured	\$996,414.00	\$0.00
Skreenquip Sales & Rentals	Unsecured	\$146,000.00	\$153,670.64

Pan Pacific Equipment Ltd.	Unsecured	\$2,000.00	\$0.00
Realty Investments Corp.	Secured	\$1,624,000.00	\$0.00
Waste Services (CA) Inc.	Unsecured	\$193.26	\$193.26
Northern Trailer	Unsecured	\$260.75	\$356.68
Ireen Chand	Unsecured	\$18.05	\$18.05
Lighthouse Realty	Unsecured	\$50.00	\$50.00
Mike's Computer Shop	Unsecured	\$100.00	\$0.00
Columbia National Investments	Unsecured	Contingent	\$631,338.87
R. Stephen Dunton	Unsecured (Contingent)	Not initially declared	\$1.00
Herbert Dunton	Unsecured (Contingent)	Not initially declared	\$1.00
Finning International Inc.	Unsecured	\$1,427.71	\$0.00
AJ Pumps	Unsecured	Not initially declared	\$143.06
Total	Unsecured	\$4,775,772.37	\$2,688,224.86

9. That I am also of the opinion that:

(a) the causes of the insolvency of the debtor are as follows:

In June 2008, Pan Pacific Aggregates Plc (a public company located in London, UK), the Debtor's parent company, purchased Pumpton Quarry Inc. from a 3rd party vendor. After the time of the purchase, several 'wood work' claims arose including significant claims from HSBC (\$1,652,688) and Caterpillar (claim originated at \$429,716; proven claim is now \$247,706 after realization on security). The debtor attempted to compromise its debts on an informal basis with several creditors however it was unsuccessful in doing so.

In August 2008, the City of Abbotsford restricted quarry truck access on the bridge that serviced the only access road to the Debtor's quarry. As a result, all quarry production was ceased and the quarry has and will remain closed until a replacement bridge or by-pass road is constructed. This has resulted in the Company being unable to generate revenue since August 2008.

The Company currently has no cash and is funded by its ultimate parent company. As the debtor cannot currently earn revenue, it has no means to meet its obligations as they come due except with cash from loans advanced from the parent company.

(b) the conduct of the debtor is subject to censure in the following respects:

We have not seen any debtor conduct subject to censure.

(c) the following facts, mentioned in section 173 of the Act, may be proved against the debtor:

We are not aware of any facts mentioned in section 173 of the Act provable against the debtor. Specifically, we believe that the assets are not of a value equal to fifty cents on the dollar on the amount to the debtor's unsecured liabilities and has arisen from circumstances for which the debtor cannot justly be held responsible.

10. That I am further of the opinion that the debtor's proposal is an advantageous one for the creditors, for the following reasons:

Under the Proposal, the non-related creditors will receive the following amounts:

- i. 9.554% to creditors with proven claims in excess of \$500, and*
- ii. 100% to creditors with proven claims of \$500 or less.*

Under a bankruptcy there will likely be a lower or no distribution to unsecured creditors for the following reasons:

- i. Until a bypass road or replacement bridge is constructed and the City of Abbotsford issues an operating permit, the aggregate business cannot be carried on by either the Company or a buyer. This has the effect of devaluing the main asset of the Company and its immediate prospects for operation, thereby limiting the value upon realization.*
- ii. There would be few assets if any available to unsecured creditors after realization by the secured creditor in the event of a bankruptcy. Our estimated range of recovery is from nil to less than 1%.*
- iii. In the Proposal, the related parties are paid outside of the Proposal. In a bankruptcy, the related creditors claims totaling approximately \$998,414 (37% of the proven claims to date) would rank equally alongside other unsecured creditors for any dividends that might be payable. This would decrease the share of any dividend by unrelated parties substantially.*
- iv. The Company currently has no cash and is funded by its ultimate parent company, Pan Pacific Aggregates Plc out of London, UK. In the event of a bankruptcy, the funding from the parent would cease and any jobs and ongoing supplier relationships and business would be lost.*

11. That I forwarded a copy of this report to the official receiver on this day.

Dated at Vancouver, British Columbia this 2nd day of July, 2009

G. Powroznik Group Inc.
Trustee



Per: Gary Powroznik

Estate No. []
Court No. [B0]
Vancouver Registry

**IN THE MATTER OF THE PROPOSAL OF
PUMPTOWN QUARRY INC.**

PROPOSAL

PUMPTOWN QUARRY INC. (hereinafter referred to as the "**Company**"), submits the following Proposal under the *Bankruptcy and Insolvency Act* (the "*BIA*") Part III, Division 1, Section 50:

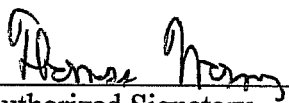
1. **Definitions.** Defined terms not otherwise defined in the body of this Proposal shall have the meaning set out in Schedule "A" hereto.
2. THAT payment in priority to all other claims of all claims directed by the BIA to be so paid in the distribution of the property of a bankrupt shall be paid in the following manner:
 - (a) Preferred Creditors shall be paid in full as set forth in Section 136(1) of the BIA in priority to all claims of Unsecured Creditors.
 - (b) Employees and former employees shall be paid, immediately after Court Ratification, amounts equal to the amounts that they would be qualified to receive under Section 136(1) if the Company became bankrupt on the Filing Date, as well as wages, salaries, commissions or compensation for services rendered after the Filing Date and before Court Ratification, together with, in the case of traveling salesmen, disbursements properly incurred by those salesmen in and about the Company's business during the same period.
3. THAT, notwithstanding anything to the contrary in this Proposal, payment of all Administrative Fees and Expenses shall be made in priority to all Creditors' claims.
4. THAT claims arising in respect of Post Filing Goods and Services shall be paid in full by the Company in the ordinary course of business in priority to all Creditors' claims.
5. THAT during the Proposal period, all newly arising obligations of the Company to CRA for source deductions, Goods and Services Tax and other amounts required to be withheld by the Company on behalf of CRA shall be paid in full as they fall due.
6. THAT, unless the Crown consents, all claims of Her Majesty in right of Canada or of a province coming within Section 60(1.1) of the Act shall be paid in full within six months after Court approval of this Proposal.

7. THAT payment of all amounts to be paid by the Company pursuant to paragraphs 2 – 6 of this Proposal will be paid from the amounts set out in paragraph 8 of this Proposal.
8. THAT, subject to the Levy, and subject to payments of all amounts due and owing pursuant to paragraphs 2 – 6 of this Proposal, the Company will pay the Unsecured Creditors on or before 31 August, 2009 the following amounts in full satisfaction of their claims against the Company:
 - a. 100% of Proven Claims that do not exceed \$500.00
 - b. 9.554% of Proven Claims that exceed \$500.00.
9. THAT no interest shall be charged by Preferred and Unsecured Creditors after the Filing Date.
10. THAT at the First Meeting of Creditors to be held to consider this Proposal the Creditors may appoint one or more, but not exceeding five, Inspectors to advise the Trustee in respect of such matters as may be appropriate, including:
 - (a) To advise the Trustee concerning any dispute which may arise as to the validity of claims of Creditors in this Proposal;
 - (b) To advise the Trustee in respect of such other matters as may be referred to the Inspectors by the Trustee; and
 - (c) To extend the time for any payment or distribution required to be made pursuant to this Proposal.
11. THAT this Proposal may be amended by the Company at any time prior to or at the First Meeting of Creditors provided that any such amendments shall be considered by the Company to be in the best interests of the Creditors. This Proposal may be amended or further amended by the Company after the First Meeting of Creditors:
 - (a) If the amendment is considered by the Trustee and the Inspectors to be non-substantive in nature or in the interest of all of the Creditors, with the approval of the Inspectors only;
 - (b) If the amendment is considered by the Inspectors to be in the interests of all of the Creditors, with the approval of the Inspectors only; or
 - (c) Upon a vote conducted by the Trustee at a further meeting of Creditors and upon approval of the Court.
12. THAT the Trustee and Inspectors shall be exempt from any personal liability in fulfilling their duties or exercising any powers conferred on them hereunder, or generally in carrying out the terms of this Proposal, and each of them shall be liable only for any wilful and wrongful act, default or neglect.

13. THAT any claims against the directors of the Company by its Creditors, where such claims arose before the Filing Date and relate to the obligations of the Company where the directors of the Company are by law liable in their capacity as directors for the payment of such obligations, shall be satisfied in full and discharged upon payment by the Company in full of all amounts payable to Preferred Creditors and Unsecured Creditors hereunder.
14. THAT the Trustee, the Company or the Inspectors may apply to the Court for directions from time to time.
15. THAT the secured indebtedness of the Company to RIC and the claims and security interest of RIC shall be unaffected by this Proposal. For greater certainty, this Proposal shall not compromise or otherwise affect the interests of RIC and the security held by RIC shall continue to be valid and unaffected by this Proposal.
16. THAT the claims of Related Party Creditors shall not be affected or otherwise compromised by this Proposal and will be paid outside the terms of this Proposal.

DATED at Vancouver, this 10th day of June, 2009.

Pumptown Quarry Inc.

By:  _____
Authorized Signatory

SCHEDULE "A"

Definitions

"Administrative Fees and Expenses" means the Trustee's proper fees and expenses, including legal fees and disbursements (if any) incurred by the Trustee, and any legal fees and disbursements incurred by the Company, on or incidental to the appointment of the Trustee, the negotiations in connection with the preparation of this Proposal and any subsequent proposals and any proceedings relating to, arising out of, or under this Proposal including the preparation and implementation of any Proposal and any subsequent Proposals, including bankruptcy proceedings and including advice to the Company;

"Company" means Pumptown Quarry Inc. the insolvent debtor;

"Court" means the Supreme Court of British Columbia;

"Court Ratification" means (a) the approval of the Proposal by Order of the Court having received the report of the Trustee and other relevant information from the Company or any interested Creditor, and (b) the expiry of all appeal periods in relation to such Order of the Court;

"CRA" means Canada Revenue Agency

"Creditors" means the Preferred Creditors, Unsecured Creditors and Secured Creditors of the Company.

"Filing Date" means June 10, 2009, the date this Proposal was filed by the Company with the Office of the Superintendent of Bankruptcy;

"First Meeting of Creditors" means the meeting of Creditors at which the Proposal, including any amendments thereto, will be tabled and voted upon;

"Levy" means the levy payable to the Superintendent of Bankruptcy pursuant to Section 147 of the BIA;

"Post Filing Goods and Services" means in respect of this Proposal the goods supplied or services rendered to the Company, with the approval of the Company, after the Filing Date;

"Preferred Creditors" means those persons with claims that are provable and proved under the BIA and which are required by Section 136 of the BIA to be paid in priority to claims of Unsecured Creditors;

"Proven Claim" means the proven claim of a Secured Creditor, Preferred Creditor or Unsecured Creditor;

“Related Party Creditors” means those related persons with claims that are provable under the BIA in respect of debts and liabilities present or future to which the Company was subject at the Filing Date including for certainty all claims of Pan Pacific Aggregates Ltd. and Pan Pacific Equipment Ltd.;

“RIC” means Realty Investment Corporation;

“Secured Creditors” means those persons, with secured claims in respect of debts and liabilities present or future to which the Company was subject at the Filing Date or to which the Company may become subject by reason of any obligations incurred before the Filing Date;

“Trustee” means G. Powroznik Group Inc. or its duly appointed successor or successors appointed under or in connection with the carrying out of this Proposal;

“Trustee’s proper fees” means the time charges incurred, at normal hourly rates, by the Trustee or its duly appointed successor or successors appointed under or in connection with the carrying out of this Proposal; and

“Unsecured Creditors” means those persons with claims that are provable or proved in respect of debts and liabilities present or future to which the Company was subject at the Filing Date or to which the Company may become subject by reason of any obligations incurred before the Filing Date, including for certainty all claims that would be treated as unsecured claims of the Company in a bankruptcy of the Company, except for those claims:

- (a) that are by Secured Creditors, including for certainty all claims of RIC,
- (b) that have been finally and conclusively disallowed or found by the Court not to be provable claims;
- (c) that are by Preferred Creditors;
- (d) that are by Related Party Creditors, or
- (e) that are for Administrative Fees and Expenses

Estate No. []
Court No. [B0]
Vancouver Registry

**IN THE MATTER OF THE PROPOSAL OF
PUMPTOWN QUARRY INC.**

PROPOSAL

Suite 780- 333 Seymour Street
Vancouver, British Columbia
V6B 5A6
Telephone: (778) 370 0003
Attn: Gary Powroznik

List "A"
Unsecured Creditors
Pumptown Quarry Inc.

EXH. "B"

No.	Name of Creditor	Address	Amount of Claim
1	Accutrack Bookkeeping Services	33553 Lynn Ave, Abbotsford, British Columbia, V2S 1E3	\$118.13
2	BC Hydro	6525 Boundary Road, Vancouver, British Columbia, V5S 3V9	\$56,560.73
3	Caterpillar Financial Services Ltd.	c/o Blake Cassels & Graydon LLP Suite 2600 Three Bentall Centre 595 Burrard Street, PO Box 49314, Vancouver, British Columbia, V7X 1L3	\$234,000.00
4	City of Abbotsford	32315 South Fraser Way, Abbotsford, British Columbia, V2T 1W7	\$54,227.36
5	David Pow	2847 Sussex Place, Prince George, British Columbia, V2K 3H9	\$475.00
6	Finning International Inc.	PO Box 9179 Station M, Calgary, Alberta, T2P 6E1	\$1,427.71
7	HSBC Bank Canada	885 West Georgia Street, Vancouver, British Columbia, V6C 3E8	\$1,652,688.00
8	Ireen Chan	30813 Osprey Drive East, Abbotsford, British Columbia, V2T 5P8	\$18.05
9	Lighthouse Realty	260-2655 Clearbrook Road, Abbotsford, British Columbia, V2T 5P8	\$50.00
10	Manning Elliot	11th Floor, 1050 West Pender St., Vancouver, British Columbia, V6E 3S7	\$2,772.00
11	Mike's Computer Shop	#1-31550 South Fraser Way, Abbotsford, British Columbia, V2T 4C6	\$100.00
12	Northern Trailer	#210-26162 30th Avenue, Aldergrove, British Columbia, V4W 2W5	\$260.75
13	Orica Canada Inc.	PO Box 19070 Station A, Toronto, Ontario, M5W 2W8	\$3,000.48
14	Pan Pacific Aggregates Ltd.	260 - 2655 Clearbrook Road, Abbotsford, British Columbia, V2T 2Y6	\$996,414.00
15	Pan Pacific Equipment Ltd.	260 - 2655 Clearbrook Road, Abbotsford, British Columbia, V2T 2Y6	\$2,000.00
16	Patrick McSweeney	306-8980 Mary St., Chilliwack, British Columbia, V2P 6J4	\$497.45
17	Robertson Downe & Mullally	3369 South Fraser Way, Abbotsford, British Columbia, V2S 2C1	\$496.95
18	Skreenquip Sales & Rentals	5627 Timber Valley Road, Delta, British Columbia, V4L 2E7	\$146,000.00
19	Walter's Bulldozing & Repairs	3735 Chadsey Road, Chilliwack, British Columbia, V2R 4K8	\$472.50
20	Waste Services (CA) Inc.	34321 Industrial Way, Abbotsford, British Columbia, V2S 7M6	\$193.26
Total:			\$3,151,772.37

Signed at Vancouver, British Columbia the 10th day of June, 2009

Bankrupt

List "D"
 Contingent or Other Liabilities
 Pumptown Quarry Inc.

No	Name of Creditor or Claimant Address and Occupation	Amount of Liability or Claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	Columbia National Investments #202 - 30720 Simpson Road Abbotsford, British Columbia, V2T 6C7	\$0.00	\$0.00		Unknown
Total:		\$0.00	\$0.00		

Signed at Vancouver, British Columbia the 10th day of June,
 2009



 Bankrupt

EXH. "C1"

District of:
Division No:
Court No:
Estate No: 11-1218508

FORM 92

Notice of Proposal to Creditors

(Section 51 of the Act)

In the matter of the proposal of Pumptown Quarry Inc.

Take notice that Pumptown Quarry Inc. of the city of Abbotsford in the Province of British Columbia has lodged with me a proposal under the Bankruptcy and Insolvency Act. Proposal was lodged with the Official Receiver on the 10th day of June, 2009.

A copy of the proposal, a condensed statement of the debtors assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to \$250 or more are enclosed herewith.

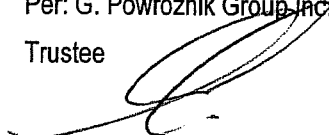
A general meeting of the creditors will be held at G. Powroznik Group Inc. #780-333 Seymour St, Vancouver, British Columbia V6B 5A6 on the 24th day of June, 2009 at the hour of 10:00.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim, proxies and voting letters intended to be used at the meeting must be lodged with me prior to the commencement of the meeting.

Dated at Vancouver, British Columbia, this 12th day of June, 2009.

Per: G. Powroznik Group Inc.
Trustee



FORM 78

Statement of Affairs (Business Bankruptcy)
 (Paragraph 158(d) of the Act)

In the matter of the proposal of Pumptown Quarry Inc.

To the debtor:


You are required to carefully and accurately complete this Form and the applicable attachments, showing the state of your affairs on the date of your proposal: on the 10th day of June, 2009. When completed, this Form and the applicable attached lists will constitute your Statement of Affairs and must be verified by oath or solemn declaration.

LIABILITIES (As stated and estimated by bankrupt)		
1.	Unsecured creditors as per list "A"	\$3,151,772.37
2.	Secured creditors as per list "B"	\$1,624,000.00
3.	Preferred creditors as per list "C"	\$0.00
4.	Contingent, trust claims or other liabilities as per list "D"	\$0.00
	estimated to be reclaimable for	\$0.00
Total Liabilities		\$4,775,772.37
Surplus		\$0.00

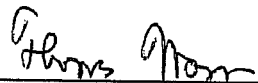
ASSETS (As stated and estimated by bankrupt)		
1.	Inventory	\$150,000.00
2.	Trade fixtures, etc	\$0.00
3.	Accounts receivable and other receivables, as per List "E"	
	Good	\$0.00
	Doubtful	\$0.00
	Bad	\$48,331.18
	Estimated to produce	\$0.00
4.	Bills of exchange, promissory note, etc., as per List "F"	\$0.00
5.	Deposits in Financial Institutions	\$0.00
6.	Cash	\$2,427.06
7.	Livestock	\$0.00
8.	Machinery, equipment and plant	\$25,000.00
9.	Real property or immovable as per List "G"	\$1,550,000.00
10.	Furniture	\$0.00
11.	RRSPs, RRIFs, Life insurance, etc.	\$0.00
12.	Securities (Shares, Bonds, Debentures, etc.)	\$0.00
13.	Interests under wills	\$0.00
14.	Vehicles	\$0.00
15.	Other property, as per List "H"	\$1.00
<i>If bankrupt is a corporation, add:</i>		
	Amount of subscribed capital	\$1.00
	Amount paid on capital	\$0.00
	Balance subscribed and unpaid	\$1.00
	Estimated to produce	\$1.00
Total Assets		\$1,727,428.06
Deficiency		\$3,048,344.31

I, Thomas Masney, of Pumptown Quarry Inc. of the city of Abbotsford in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge a full, true and complete statement of my affairs on the 10th day of June, 2009 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with section 67 of the Act.

SWORN (or SOLEMNLY DECLARED) before me at Vancouver in the Province of British Columbia, on this 10th day of June, 2009


 Greg G. Dureault
 Commissioner of Oaths
 for the Province of British
 Columbia

GREG G. DUREAULT
BARRISTER & SOLICITOR
#780-333 SEYMOUR ST.
VANCOUVER, B.C. V6B 5A6
604-338-8820



Bankrupt

Signed at Vancouver, British Columbia the 10th day of June, 2009

List "A"
Unsecured Creditors
Pumptown Quarry Inc.

EXH. "C3"

No.	Name of Creditor	Address	Amount of Claim
1	Accurack Bookkeeping Services	33553 Lynn Ave, Abbotsford, British Columbia, V2S 1E3	\$118.13
2	BC Hydro	6525 Boundary Road, Vancouver, British Columbia, V5S 3V9	\$56,560.73
3	Caterpillar Financial Services Ltd.	c/o Blake Cassels & Graydon LLP Suite 2600 Three Bentall Centre 595 Burrard Street, PO Box 49314, Vancouver, British Columbia, V7X 1L3	\$234,000.00
4	City of Abbotsford	32315 South Fraser Way, Abbotsford, British Columbia, V2T 1W7	\$54,227.36
5	David Pow	2847 Sussex Place, Prince George, British Columbia, V2K 3H9	\$475.00
6	Flinning International Inc.	PO Box 9179 Station M, Calgary, Alberta, T2P 5E1	\$1,427.71
7	HSBC Bank Canada	885 West Georgia Street, Vancouver, British Columbia, V6C 3E8	\$1,652,688.00
8	Ireen Chan	30813 Osprey Drive East, Abbotsford, British Columbia, V2T 5P8	\$18.05
9	Lighthouse Realty	260-2655 Clearbrook Road, Abbotsford, British Columbia, V2T 5P8	\$50.00
10	Manning Elliot	11th Floor, 1050 West Pender St., Vancouver, British Columbia, V6E 3S7	\$2,772.00
11	Mike's Computer Shop	#1-31550 South Fraser Way, Abbotsford, British Columbia, V2T 4C6	\$100.00
12	Northern Trailer	#210-26162 30th Avenue, Aldergrove, British Columbia, V4W 2W5	\$260.75
13	Orica Canada Inc.	PO Box 19070 Station A, Toronto, Ontario, M5W 2W8	\$3,000.48
14	Pan Pacific Aggregates Ltd.	260 - 2655 Clearbrook Road, Abbotsford, British Columbia, V2T 2Y6	\$996,414.00
15	Pan Pacific Equipment Ltd.	260 - 2655 Clearbrook Road, Abbotsford, British Columbia, V2T 2Y6	\$2,000.00
16	Patrick McSweeney	306-8980 Mary St., Chilliwack, British Columbia, V2P 6J4	\$497.45
17	Robertson Downe & Mullally	3369 South Fraser Way, Abbotsford, British Columbia, V2S 2C1	\$496.95
18	Skreenquip Sales & Rentals	5627 Timber Valley Road, Delta, British Columbia, V4L 2E7	\$145,000.00
19	Walter's Bulldozing & Repairs	3735 Chadsey Road, Chilliwack, British Columbia, V2R 4K8	\$472.50
20	Waste Services (CA) Inc.	34321 Industrial Way, Abbotsford, British Columbia, V2S 7M6	\$193.26
Total:			\$3,151,772.37

Signed at Vancouver, British Columbia the 10th day of June, 2009

Thomas Mason

Bankrupt

List "B"
Secured Creditors
Pumptown Quarry Inc.

No	Name and Address of Creditor Nature of Claim Particulars of Security	When Given	Amount of Claim	Estimated Value of Security	Estimated Surplus from Security	Balance of Claims Unsecured
1	Realty Investments Corp. 216 WEST PARK OFFICE CENTRE 3722 - 57 AVENUE Red Deer, Alberta, T4N 4R6 RP - Civic Address: 40251 Quadling Road, Abbotsford, BC MEP - Equipment, net of depreciation INV - Blasting product INV - Crushed gravel INV - Non-trade inventory (uncrushed stone)	19 Aug 2005	\$1,624,000.00	\$1,725,000.00	\$101,000.00	\$0.00
Totals			\$1,624,000.00	\$1,725,000.00	\$101,000.00	\$0.00

Signed at Vancouver, British Columbia the 10th day of June, 2009

Thomas Mann

Bankrupt

List "D"
 Contingent or Other Liabilities
 Pumptown Quarry Inc.

No.	Name of Creditor or Claimant Address and Occupation	Amount of Liability or Claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
1	Columbia National Investments #202 - 30720 Simpson Road Abbotsford, British Columbia, V2T 6C7	\$0.00	\$0.00		Unknown
Total		\$0.00	\$0.00		

Signed at Vancouver, British Columbia the 10th day of June,
 2009

[Handwritten Signature]

Bankrupt

**District of British Columbia
Division No. 03-Vancouver
Court No. B091175
Estate No. 11-1218508**

**IN THE MATTER OF THE PROPOSAL OF
PUMPTOWN QUARRY INC.**

MINUTES OF FIRST MEETING OF CREDITORS

Held at 780 – 333 Seymour Street, Vancouver, BC on
June 24 & 25, 2009

June 24th Segment:

Attendees: Gary Powroznik, Trustee in Bankruptcy with G. Powroznik Group Inc.
Chris Sinclair, G. Powroznik Group Inc.
Patricia Foster, G. Powroznik Group Inc.
Jim Shatford, Lindsay Kenney LLP, Trustee's solicitor
Thomas Masney, Pumptown Quarry Inc., Director
Euan McAlpine, Pan Pacific Aggregates Plc, Director
David Pow, Consultant for McElhanney Consulting Services Ltd.
Patrick McSweeney, an employee of Pumptown
Herb Dunton; representing himself and Columbia National Investments Ltd.
Steve Dunton, representing himself and Columbia National Investments Ltd.
Bill Durie, Skreenquip Sales
Peter Rubin, Blake, Cassels, solicitor representing Caterpillar

1. Mr. Powroznik acted as Chair of the meeting and called the meeting to order, stating that a quorum was present.
2. Mr. Powroznik distributed an update to the Trustee's Preliminary Report on the Proposal (Update Report) which was previously mailed to creditors. After providing time for the participants to read the report, he reviewed highlights of the report and summarized discussions he held with key stakeholders or consultants including: HSBC; Grover Elliott, appraiser; David Pow from McElhanney; and Realty Investment Corp, the secured creditor.
3. The issue of whether the valuation of the Company's real estate by the appraiser included the value of the aggregate on the property was raised or whether the value of the aggregate deposit should be considered an additional asset. The Trustee referred the participants at the meeting to the Update Report dated June 24, 2009. He explained that the appraiser had valued the property on a comparison basis to other properties in the market that most closely resembled

the property. None of these comparable properties had comparable deposits of aggregate. The appraiser did not separately consider the value of the aggregate but considered it part of the value of the property. The Trustee explained that he had considered all available information including the appraisal and the Company's own estimated value of a potential aggregate operation which were set out in the Update Report. The estimated value of the aggregate was based upon a hypothetical set of assumptions since the aggregate operation was shut down due to lack of access to the property by the City of Abbotsford. Therefore, it was difficult to determine whether there would be a value of a potential aggregate operation over and above the appraised value estimated by the appraiser. The difficult financial markets have also depressed the value of mining type operations. Under these circumstances, the Trustee felt it was paramount for all of the creditors voting in the proposal to have all of the information about the property and the potential of an aggregate operation to decide whether they considered there to be more upside for them in a liquidation through a bankruptcy rather than to accept the Proposal. Mr. Powroznik had called the HSBC earlier that morning to go over his findings on the real estate and potential aggregate operation in the Updated Report to determine whether it would affect its vote. The Bank indicated the updated information would not change its mind as it had previously taken the uncertain state of the Company's aggregate business into account in agreeing to settle in the range provided in the Proposal. All of the creditors other than the Bank which had voted in favour of the Proposal by letter prior to the Creditor Meeting had claims less than \$500 and would receive 100% of their claims if the Proposal was accepted. Therefore none of the creditors would benefit from a bankruptcy. The only other creditors who could vote were represented at the Creditors Meeting and now had full information upon which to make a decision.

4. Mr. Powroznik also reported on an unexpected claim that was submitted on the previous day jointly by Columbia National Investments and the Duntons (Columbia/Dunton Claims) that was not mentioned in the Updated Report by the Trustee or listed on the Statement of Affairs. Mr. Powroznik advised that he was intending to reject the Columbia/Dunton Claims, as filed, for the purpose of voting at the meeting. The Duntons raised several issues in an attempt to challenge the position taken by the Trustee. Jim Shatford explained the rule of double proof, i.e. a guarantor or surety, could not file a proof of claim for an amount that it might be liable for if the primary creditor had already filed a claim. This had happened with the portion of the Columbia/Dunton Claims that related to claims by HSBC and Caterpillar. Further discussion ensued on the position the Trustee was taking re the Columbia/Dunton Claims.
5. There was also considerable discussion and questions relating to the history of the Company's negotiations with the Bank and its previous attempts to negotiate a settlement with it. A question was raised whether the Bank had already settled its claim with the Company. The Trustee stated that the Bank had not yet been paid and had filed a proof of claim which was accepted by the Company and the Trustee. Mr. Shatford stated that he supported the Trustee's view that the Bank had a provable claim.

6. The Duntons raised again their dissatisfaction of the Trustee's decision not to recognize the Columbia/Dunton Claims. The Trustee explained that part of their claims would not be allowable due to the 'double proof' rule explained by Mr. Shatford earlier. The balance of the claim either did not appear to be against the Company or at best was a contingent claim against the Company. The Trustee explained that the Duntons had the right to appeal the Trustee's decision to the Court. They indicated that they would do so vigorously.
7. At this time Mr. Powroznik briefly adjourned the meeting to confer with firstly, Mr. Shatford and secondly, Mr. Masney and Mr. McAlpine of the Company regarding the position taken by the Duntons.
8. Upon reconvening the Creditors Meeting, Mr. Powroznik summarized his plans for dealing with the Columbia/Dunton Claims as follows:
 - a. he will mark the claims as disputed but will allow the Columbia/Duntons to vote on the Proposal.
 - b. if the Proposal to creditors as presented is accepted by the creditors then it would be presented to the Court for approval, and a separate application to the Court could be brought to determine the validity of the Columbia/Dunton Claims.
 - c. if the Proposal is defeated then the Trustee would apply to the Court to determine whether the Columbia/Dunton Claims were valid to determine the final outcome of the Proposal and, if necessary, separately determine the quantum of the claims.
9. The Duntons and Mr. Durie met this position with a demonstration of frustration and commitment to potentially defeat the proposal in Court. After further discussion it appeared that they would however look at a practical option that might allow them to support the Proposal and avoid further disruption of the proposal process.
10. Mr. Powroznik again briefly adjourned the Creditors Meeting and consulted with first the Duntons and then secondly, with Mr. Masney and Mr. McAlpine representing the Company to determine options to deal with the Columbia/Duntons contingent claims and opposition to the Proposal by these parties and by Bill Durie. Mr. Powroznik also consulted with Mr. Shatford.
11. Upon reconvening the Creditors Meeting, the Trustee announced that unless there was any objection, he was adjourning the creditor meeting until 10:00 am on June 25 (the following day) to permit time for the Company, Columbia/Duntons and Mr. Durie to consider options to resolve the lack of support from these creditors for the Proposal and maximize the probability that the Proposal would be accepted on a timely basis. There being no objections Mr. Powroznik adjourned the meeting.

June 25th Segment:

12. On June 25, 2009 the creditor meeting resumed at approximately 11:00 am with the following persons present in person:

Gary Powroznik, Trustee in Bankruptcy
Chris Sinclair, G. Powroznik Group Inc.
Patricia Foster, G. Powroznik Group Inc.
Thomas Masney, Pumptown Quarry Inc., Director
Euan McAlpine, Pan Pacific Aggregates Plc, Director
Bill Durie, Skreenquip Sales
Peter Rubin, Blake, Cassels, solicitor representing Caterpillar

and the following persons attending by telephone:

David Pow, Consultant for McElhanney Consulting Services Ltd.
Herb Dunton and Steve Dunton; representing themselves and Columbia National Investments Ltd.

13. The Trustee advised that in an effort to resolve the contingent claims by Columbia/Duntons, the Company had decided to recognize a portion of the contingent claims submitted by these three creditors as follows: Columbia for \$631,338.87, Herb Dunton for \$1.00 and Steve Dunton for \$1.00. The Trustee had received revised proofs of claim as follows: Herb Dunton (\$1.00), Steve Dunton (\$1.00) and Columbia National Investment Ltd. (\$631,338.87 to replace the earlier claims that were filed), as well as voting letters in favour of the Proposal in each case. The Company confirmed its approval of the replacement claims that were filed and the Trustee accepted them as provable claims and allowed their vote to stand.
14. Since a portion of the original claim filed by Skreenquip was questioned by the Trustee, additional supporting documentation was also provided to support a claim for \$153,670. This claim was also accepted.
15. Mr. Powroznik asked whether anyone had any questions prior to calling for a vote on the Proposal. No questions were forthcoming.
16. Mr. Powroznik called for a vote on the Proposal and read out the claims that had been submitted and accepted by the Trustee for which he had also received Voting Letters in favour of the Proposal. The two creditors represented at the meeting who had not submitted Voting Letters signified their vote: Mr. Durie on behalf of Skenquip voted in favour of the Proposal and Mr. Rubin on behalf of Caterpillar voted against the Proposal. Since there was a dissenting vote, the Voting Sheet was circulated for signature by creditors represented in person.

17. Mr. Powroznik announced that based upon the Voting letters and the votes cast in person at the meeting that the Proposal had been accepted. He explained that the next step was to arrange a Court Hearing to approve the Proposal. The current objective is to hold the meeting before July 18, 2009 and arrange to pay creditors with their proven claims as soon as possible thereafter. He also stated that since all the known contingency claims against the Company had now been settled and that most creditors had already proved their claims, there was no known reason that should hold up approval of the Proposal by the Court or hold up payment to creditors with proven claims once Court approval is received. The only remaining creditor claims that may need some work to reconcile or to obtain additional supporting documentation appear to be with BC Hydro and the City of Abbotsford.
18. Mr. Masney confirmed that the Company expects to place all remaining funding for the creditor claims and the cost of administration with the Trustee during the week of June 29, 2009.
19. The Trustee asked whether anyone wanted to act as Inspector to the Estate. David Pow volunteered and those present either consented to his appointment or abstained. No one else put forth their name or was nominated to stand as an Inspector.
20. Mr. Powroznik thanked all those present for their attendance and active participation. There being no further business, he terminated the meeting.



Gary Powroznik, Meeting Chair
For G. Powroznik Group Inc., Trustee in Bankruptcy

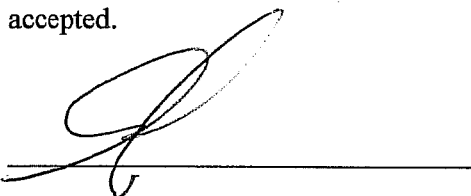
**In the Matter of the Proposal of Pumptown Quarry Inc.
Resolution Accepting Proposal (Section 54(1) of the BIA)**

Special resolution passed at a meeting of creditors held at Vancouver in the Province of British Columbia, this 24th day of June 2009.

25th

Resolved (~~unanimously~~) as follows:

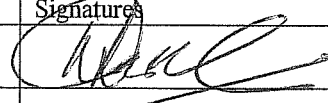
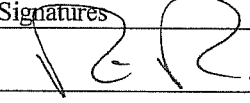
That the debtor's proposal for a composition as set forth in the annexed paper writing marked "A" be accepted.



Gary D. Powroznik, Chairman

Record of Assenting and Dissenting Creditors

Creditors present at meeting in person or by proxy:

Number	Assenting Creditors' Signatures	Amount of Proof	Number	Dissenting Creditors' Signatures	Amount of Proof
1		153670.64	1		247,706.70

Creditors voting by voting letter:

Number	Assenting Creditor	Amount of Proof	Number	Dissenting Creditor	Amount of Proof
1	David Pow	\$472.50			
2	Patrick McSweeney	\$497.45			
3	Ireen Chand	\$18.05			
4	Walter's Bulldozing	\$472.50			
5	Accutrack Bookkeeping	\$118.13			
6	Lighthouse Realty	\$50.00			
7	Northern Trailer	\$356.68			
8	Robertson Downe Mullally	\$496.95			
9	Waste Services	\$193.26			
10	HSBC	\$1,652,688.07			
11	AJ Pumps	\$143.06			

12 CNF total \$ 631,338.87
13 Herbert Dunton \$ 1.00
14 R. Stephen Dunton \$ 1.00

G. Powroznik Group Inc.

Memo

To: Our file in the Matter of the Proposal of Pumptown Quarry Inc.

From: Gary D. Powroznik, Trustee

Date: June 30, 2009

Subject: Voting on Proposal

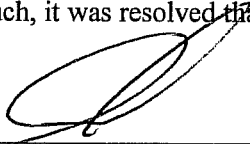
This memorandum certifies the following:

- The meeting of creditors initially scheduled for 10:00 am on June 24, 2009 was started on that day and was subsequently adjourned to approximately 11:09 am on June 25, 2009;
- Before the meeting on June 24, 2009, our firm received a total of 13 individual claims and one joint claim by three parties, including 11 voting letters from various unsecured creditors of Pumptown Quarry Inc. (the "debtor");
- Before the meeting resumed on June 25, 2009 the joint claim was resubmitted as three claims, with voting letters; and
- The result of each of the 14 voting letters has been accurately recorded on the attached "Resolution Accepting Proposal" dated June 25, 2009.

In addition, we certify that there were a total of 16 votes taken at the creditors meeting holding a total dollar value of \$2,688,224.86 in proved unsecured claims. The result of the vote on the Proposal was as follows:

- 15 creditors voted in favour of the proposal resulting in a percentage of 93.75% of creditor approval in number; and
- 15 creditors voting in favour of the Proposal represent \$2,440,518.16 of proved claims translating to 90.8% of the dollar value of proved claims having approved the proposal.

As such, it was resolved that the debtor's proposal for a composition be accepted.



Gary Powroznik, Trustee