



NO. S148656  
VANCOUVER REGISTRY

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

AND

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

AND

IN THE MATTER OF  
**PRETTY ESTATES LTD.**

PETITIONER

NOTICE OF APPLICATION

NAME OF APPLICANT: Pretty Estates Ltd.

To: All parties on the Service List maintained by G. Powroznik Group Inc., the Court-Appointed Monitor

TAKE NOTICE that an application will be made by the Applicant to the presiding judge at the courthouse at **800 Smith Street, Vancouver, B.C.** on **Wednesday, March 9, 2016**, at **10:00 a.m.** for the order(s) set out in Part 1 below. /

**PART 1: ORDER(S) SOUGHT**

1. An Order substantially in the form attached as Schedule "A" approving the Plan of Arrangement dated February 22, 2016 as amended and filed on March 3, 2016 (the "Plan");
2. An Order that the Petitioner may file the 6th Affidavit of Kimberley Manderson, under seal;
3. An Order that the Monitor's accounts for services rendered from October 20, 2014 to February 19, 2016 be summarily approved.

## PART 2: FACTUAL BASIS

4. On November 10, 2014, the Initial Order was pronounced under the *Companies Creditors' Arrangement Act* granting, among other things, a stay of proceedings until 11:59 p.m. on December 10, 2014. The stay or proceedings has subsequently been extended from time to time and currently expires at 11:59 p.m on April 21, 2016.
5. Since pronouncement of the Initial Order, the Petitioner has acted with due diligence and good faith, and fully cooperated with the Monitor in respect of its reporting obligations and obligations as set out in the Initial Order, the particulars of which are described in the various Monitor's Reports filed with this Court.

### Share Purchase and Sale Agreement

6. On December 31, 2015, the Petitioner's shareholders entered into a share agreement (the "SPA") whereby they agreed to sell their shares to a third party, Canadian Aurora Investment Ltd (the "Purchaser"). The SPA required the Purchaser to remove subject conditions by on or before February 19, 2016.
7. On February 19, 2016, the Purchaser removed all subject conditions and a \$1,000,000 non-refundable deposit was placed into trust. The SPA is now a binding agreement for the purchase of all the outstanding and issued shares of the Petitioner.
8. Pursuant to the terms of the SPA, on closing, the Purchaser will advance a loan to the Petitioner (the "**Plan Loan**"), the proceeds of which will be used by the Petitioner to:
  - a) Repay in full the claims of the DIP Lender, Varsity Capital Corp. (the "DIP Facility"),
  - b) Repay in full the third party secured creditors, First West Credit Union, and James Young (the "Satisfied Secured Creditor Claims"), and
  - c) Partially repay the amount owing to the third mortgagee, 700256 B.C. Ltd., which is a company controlled by the principal of the Petitioner, Betty Anne Faulkner ("**Mrs. Faulkner**").
9. Mrs. Faulkner is the holder of a subsequent fourth mortgage, which will not realize any amounts from this transaction.

10. As the sale proceeds are not expected to be sufficient to repay all secured creditors, 700256 BC Ltd. has agreed to provide the funds needed to make the Plan Payment. Specifically, to fund the Plan, upon the closing of the SPA, Mrs. Faulkner, in her capacity as sole director and shareholder of 700256 B.C. Ltd., shall cause 700256 B.C. Ltd to make a payment to the Monitor (the "**Plan Payment**") which will be used to fund the obligations under the Plan, namely to pay the General Creditors (as that term is defined the Plan) on the terms set out in the Plan.

### **The Plan**

11. The Plan provides for the following claims to be excluded ("**Excluded Claims**"):
  - a) claims of the secured creditors, First West Credit Union, James Young, 0700256 BC Ltd., and Mrs. Faulkner (as the fourth mortgagee);
  - b) the balance under the DIP Facility at the time of closing;
  - c) the amounts owing under the Directors' Charge and the Administration Charge, including the Subordinated Administration Charge (the "**Priority Charges**");
  - d) the unsecured claims for the deficiency under the mortgage security held by 700256 B.C. Ltd and Mrs. Faulkner ("**Related Party Unsecured Claims**"); and
  - e) any claims under s. 6(3) and 6(5) of the CCAA relating to enumerated crown and employees claims.
12. The DIP Facility, Priority Charges, and Satisfied Secured Creditor Claims will be paid in full in the ordinary course at the closing of the sale contemplated under the SPA, and upon the funding of the Plan Loan.
13. The claims of the General Creditors will be settled from the Distribution (as that term is defined in the Plan) as a result of the Plan Payment being injected by Mrs. Faulkner. General Creditors includes all personal having claims against the Company, except the Excluded Claims. This is further detailed below.
14. As the sale proceeds are not expected to be sufficient to repay all secured creditors, 700256 BC Ltd. has agreed to provide the funds needed to make the Plan Payment.

15. The Plan also provides for a release of all claims, debts, and liabilities owing by the Petitioner, other than in respect of enforcing the Petitioner's obligations under the Plan. In addition, the Plan contemplates a release of claims against the Petitioner's legal counsel, the Monitor and its legal counsel, directors, officers and employees of the Petitioners and Innegrated Hospitality Management Ltd.

#### **Claims and Voting**

16. A claims process order was pronounced by the court on July 23, 2015 ("**Claims Process Order**"). Pursuant to that Order, creditors had until September 9, 2015 ("**Claims Bar Date**") in which to file a proof of claim. Forty-four (44) creditors submitted proofs of claims which were either allowed by the Monitor or approved by the court.
17. The Plan provide that one class of general unsecured creditors ("**General Creditors**") are entitled to vote on the Plan. The aggregate dollar value of the 44 proven claims of the General Creditors is approximately \$190,839.20;
18. The Plan offers the following payments to the General Creditors from the Plan Payment:
  - a) All Proven Claims of General Creditors that are less than \$1,000 will be paid in full; and
  - b) All Proven Claims of General Creditors that are greater than \$1,000 will be paid as follows:
    - (i) The first \$1,000 of the amount owing with respect to each Proven Claim will be paid; and
    - (ii) Twenty (20) percent of the balance owing with respect to each Proven Claim will be paid.
19. At the Creditors' Meeting held March 3, 2016, the Petitioner received 37 votes in favour of the Plan representing approximately \$146,600 in Proven Claims, and one (1) vote against the Plan in the amount of \$14,175. In percentage terms, 91.2% of the value of the Proven Claims that were voted, were voted in favour of the Plan. Accordingly, the Plan met the required thresholds of approval from the General Creditors.

20. The Monitor recommends acceptance of the Plan because, but for the SPA transaction that has been achieved in the CCAA process, the Resort would be sold in foreclosure.
21. It is the Monitor's opinion that the unsecured creditors would receive no recovery in a foreclosure. Accordingly, the payments to General Creditors proposed under the Plan represent a significant improvement over the alternative scenario of foreclosure.

#### **Back up Bidder**

22. In the event that the Purchaser fails to close pursuant to the terms of the SPA, the Petitioner will seek to amend the Plan based on the terms of an Asset Purchase Agreement ("APA") with another third party purchaser (the "**Back Up Bidder**"), which was entered into on December 31, 2015 and which became binding upon the Back-Up Bidder removing subject conditions on March 1, 2016 (the APA remains conditional on the Purchaser failing to close on the SPA).

#### **PART 3: LEGAL BASIS**

23. The Petitioners submit that, on the basis of the facts set out above, it is appropriate and in the best interests of the stakeholders to grant the relief sought by the Petitioners so that they may implement the Plan. In particular, with respect to the sanction and court approval of the Plan:
  - a) The Petitioner has complied with all statutory requirements and court orders pronounced in these proceedings;
  - b) Nothing has been done or is purported to be done that is not authorized by the CCAA; and
  - c) The Plan is fair and reasonable;
24. The Petitioners will rely upon the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. 36, as amended, including s. 6, the relevant subsections of which are reproduced below:

#### **Compromises to be sanctioned by court**

6 (1) If a majority in number representing two thirds in value of the creditors, or the class of creditors, as the case may be — other than, unless the court orders otherwise, a class of creditors having equity claims, — present and voting either in person or by proxy at

the meeting or meetings of creditors respectively held under sections 4 and 5, or either of those sections, agree to any compromise or arrangement either as proposed or as altered or modified at the meeting or meetings, the compromise or arrangement may be sanctioned by the court and, if so sanctioned, is binding

(a) on all the creditors or the class of creditors, as the case may be, and on any trustee for that class of creditors, whether secured or unsecured, as the case may be, and on the company; and

(b) in the case of a company that has made an authorized assignment or against which a bankruptcy order has been made under the Bankruptcy and Insolvency Act or is in the course of being wound up under the Winding-up and Restructuring Act, on the trustee in bankruptcy or liquidator and contributories of the company.

...

#### **Restriction — certain Crown claims**

(3) Unless Her Majesty agrees otherwise, the court may sanction a compromise or arrangement only if the compromise or arrangement provides for the payment in full to Her Majesty in right of Canada or a province, within six months after court sanction of the compromise or arrangement, of all amounts that were outstanding at the time of the application for an order under section 11 or 11.02 and that are of a kind that could be subject to a demand under

(a) subsection 224(1.2) of the Income Tax Act;

(b) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the Income Tax Act and provides for the collection of a contribution, as defined in the Canada Pension Plan, an employee's premium, or employer's premium, as defined in the Employment Insurance Act, or a premium under Part VII.1 of that Act, and of any related interest, penalties or other amounts; or

(c) any provision of provincial legislation that has a purpose similar to subsection 224(1.2) of the Income Tax Act, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, and the sum

(i) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the Income Tax Act, or

(ii) is of the same nature as a contribution under the Canada Pension Plan if the province is a province providing a comprehensive pension plan as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a provincial pension plan as defined in that subsection.

...

**Restriction — employees, etc.**

(5) The court may sanction a compromise or an arrangement only if

(a) the compromise or arrangement provides for payment to the employees and former employees of the company, immediately after the court's sanction, of

(i) amounts at least equal to the amounts that they would have been qualified to receive under paragraph 136(1)(d) of the Bankruptcy and Insolvency Act if the company had become bankrupt on the day on which proceedings commenced under this Act, and

(ii) wages, salaries, commissions or compensation for services rendered after proceedings commence under this Act and before the court sanctions the compromise or arrangement, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the company's business during the same period; and

(b) the court is satisfied that the company can and will make the payments as required under paragraph (a).

**PART 4: MATERIAL TO BE RELIED ON**

25. Initial Order pronounced November 10, 2014;
26. Order for Extension of Stay of Proceedings pronounced February 24, 2016;
27. Meeting Order pronounced February 24, 2016;
28. Monitor's Ninth Report to the Court dated February 22, 2015;
29. Monitor's Certificate filed herein on March 3, 2016;
30. Monitor's Tenth Report to the Court dated March 4, 2016;
31. Affidavit #4 of G. Powroznik, sworn March 4, 2016;
32. Affidavit #5 of B.A. Faulkner, to be filed.
33. Affidavit #6 of K. Manderson (*To be filed under seal*).
34. Such further materials filed herein.


The applicant(s) estimate(s) that the application will take **30 minutes** to be heard.

☒ This matter is **not** within the jurisdiction of a Master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this Notice of Application, you must, within 8 business days after service of this Notice of Application or, if this application is brought under Rule 9-7, within 12 business days after service of this Notice of Application.

- a) file an Application Response in Form 33,
- b) file the original of every affidavit, and every other document, that
  - (i) you intend to refer to at the hearing of this application, and
  - (ii) has not already been filed in the proceeding, and
- c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
  - (i) a copy of the filed Application Response;
  - (ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
  - (iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Dated at the City of Vancouver, in the Province of British Columbia, this 4<sup>th</sup> day of March, 2016.

  
(Kimberley A. Robertson)  
Lawson Lundell LLP  
Solicitors for the Petitioner

This Notice of Application is filed by Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2.



*To be completed by the court only:*

Order made

☐ in the terms requested in paragraphs \_\_\_\_\_ of  
Part 1 of this Notice of Application

☐ with the following variations and additional terms:

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Date:

\_\_\_\_\_  
Signature of ☐ Judge ☐ Master

## APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

### THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ **Other – CCAA**

SCHEDULE "A"

NO. S148656  
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 BUSINESS CORPORATIONS ACT  
S.B.C. 2002, c. 57

AND

IN THE MATTER OF  
PRETTY ESTATES LTD.

PETITIONER

ORDER MADE AFTER APPLICATION  
(SANCTION ORDER)

BEFORE THE HONOURABLE ) WEDNESDAY, THE 9th DAY OF  
 )  
 ) MARCH, 2016

THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on Tuesday, the 9th day of March, 2016; AND UPON HEARING Bonita Lewis-Hand, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed; AND ON NOTICE to those parties having sent Notices of Intended Opposition to the Petitioner in accordance with the Meeting Order made herein on February 23, 2016; AND PURSUANT to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36 (the "CCAA"), the Initial Order, the Meeting Order, the *Supreme Court Civil Rules*, and the inherent jurisdiction of this Honourable Court:

**THIS COURT ORDERS AND DECLARES THAT:**

1. The time for service of the Notice of Application herein be and is hereby abridged such that the Application is properly returnable today, and further, that any requirement for service of the Application materials upon any interested party, other than the parties herein mentioned, is hereby dispensed with.

2. All capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Plan of Arrangement dated Monday, February 22, 2016 and amended March 3, 2016 ("**Plan**") as considered at the Creditors' Meeting held in Vancouver, B.C. on Thursday, March 3, 2016.

**PLAN APPROVAL**

3. The Meeting Process Order, the Meeting Notice, Proxy, Voting Letter, Monitor's Ninth Report dated February 22, 2016, and the Plan, as such terms are defined in the Meeting Order, were duly sent or delivered to the members of the General Creditor Class substantially in accordance with the Meeting Order, and such sending or delivery is hereby deemed sufficient for the purposes of the CCAA.

4. The Meeting Materials as defined in the Meeting Order were duly sent to each of the General Creditors on or before 5:00 p.m. on Friday, February 26, 2016.

5. The Creditors' Meeting was duly convened and held on Thursday, March 3, 2016, pursuant to the CCAA and the Orders of this Court.

6. Notice of this Application has been provided to each Person who has entered an appearance in these proceedings pursuant to the Supreme Court Rules and further to the Meeting Order, no further service to any General Creditor or any other Person shall be required.

7. The Plan has been voted on and approved by the requisite percentages of the General Creditors in the General Creditor Class created under the Plan, in conformity with CCAA and the Meeting Order.

8. The Plan, together with the compromises, arrangements, transactions, releases, discharges, injunctions and results provided therein and effected thereby, is both fair and reasonable and in the best interests of the Creditors and the other stakeholders of the Petitioner and is hereby sanctioned and approved pursuant to the provisions of the CCAA.

#### **FILING OF CERTIFICATE OF CONDITION REMOVAL**

9. Upon satisfaction of the conditions precedent set forth in the Plan, the Monitor shall issue and file with this Court which states that all conditions precedent to the Plan have been satisfied and the Plan Implementation Date shall be deemed to be the date of such certificate.

#### **PLAN IMPLEMENTATION**

10. The Petitioner is hereby authorized and directed to take all steps and actions necessary or appropriate to enter into or implement the Plan in accordance with its terms, and enter into, implement and consummate the contracts, instruments, releases and other agreements or documents to be created or delivered in connection with the Plan.

11. Effective as of the Plan Implementation Date, the Plan, together with the compromises, arrangements, transactions, arrangements, releases, discharges, injunctions and results provided therein, effected thereby and as provided in this Order, shall be binding and effective upon the Petitioner, the Creditors and all Persons affected thereby and, subject to the provisions of the Plan and the performance of the Petitioner thereunder, the Petitioner shall be released from any and all indebtedness, obligations and liabilities, as and to the extent provided in the Plan and herein.

12. Effective on the Plan Implementation Date, all agreements to which the Petitioner is a party and which are not terminated or rejected by the Petitioner prior to the Creditors' Meeting, are in full force and effect notwithstanding the CCAA Proceedings, the Plan and its attendant compromises, and no party to such an agreement shall be entitled, either pursuant to statute or common law, to terminate, rescind or repudiate its obligations under such agreement or

take the position in any proceedings that such agreement is not enforceable, by reason of or in connection with any matter, fact or circumstance arising prior to the Plan Implementation Date, including, without limitation, the commencement of the CCAA Proceedings, the implementation of the Plan or the compromises, arrangements, transactions, discharges, releases or injunctions effected pursuant to the Plan or this Order.

13. Forthwith upon payment to the Secured Creditors of their Secured Claim (plus accrued interest), the Secured Creditors shall discharge all security interests they have in the assets and property of the Petitioner.

14. Forthwith upon payment to the DIP Lender of the amount outstanding with respect to the DIP Facility, the DIP Lender shall discharge all security interests it has in the assets and property of the Petitioner.

15. Upon Distribution to the General Creditors with Proven Claims, all Claims of the General Creditors shall be fully and finally satisfied, settled, discharged and extinguished in accordance with the Plan.

16. Subject to the provisions of the Plan, from and after the Plan Implementation Date, the releases, waivers, permanent injunctions and other provisions contemplated and effected by the Plan are hereby confirmed and are binding and effective upon the Creditors and all Persons affected thereby.

17. As of the Plan Implementation Date the following Persons (collectively the **"Released Parties"**):

- (a) the Petitioner and its legal counsel;
- (b) the Monitor and its legal counsel;
- (c) all present and former directors, officers and employees of the Petitioner; and
- (d) any Person claimed to be liable derivatively through any and all of the foregoing Persons;

shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, expenses, executions, liens and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Person may be entitled to assert including, without limitation, any claims in respect of potential statutory liabilities of the present and former directors, officers and employees of the Petitioner, and any alleged fiduciary or other duty, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, duty, responsibility, indebtedness, liability, obligation, dealing or other occurrence existing or taking place on or prior to the filing of the Certificate of Completion in any way relating to, arising out of or in connection with Claims, the Business and affairs of the Petitioner, this Plan and the CCAA Proceedings to the full extent permitted by law, and all claims arising out of such actions or omission shall be forever waived and released provided that nothing herein shall:

- (e) release or discharge any of the Released Parties from or in respect of their obligations under the Plan;
- (f) release or discharge a Released Party from an Excluded Claim or from a Claim which cannot be compromised under the CCAA;
- (g) release or discharge present or former directors of the Petitioner with respect to matters set out in Section 5.1(2) of the CCAA;
- (h) release or discharge a Released Party if the Released Party is determined by a Court Order to have committed wilful misconduct, fraud or gross negligence,
- (i) affect the rights of any Person;
  - i. to recover indemnity from any insurance coverage under which that Person is an insured; or
  - ii. to obtain recovery on a Claim against a Released Party from any insurance coverage pursuant to which that Released Party is insured,

but, for certainty, any Claim to which an insurer is or would otherwise be subrogated is released hereunder and the recovery to which such Person shall be entitled shall be limited to the proceeds of insurance actually paid by the insurer with respect to the Claim;

and provided further, however, that notwithstanding any forgoing releases under the Plan, any Claim asserted against the Released Parties shall remain subject to any right of set-off that otherwise would be available to the Released Parties in the absence of such release.

18. Any Creditor that has not filed a Proof of Claim as provided for in the Claims Process Order made by this Court on July 23, 2015, or who did not appeal any Notice of Disallowance or Revision issued by the Monitor in accordance with that Order, shall be and is hereby forever barred from making or enforcing any Claim against the Petitioner and the Claim shall be forever extinguished.

#### **CERTIFICATE OF COMPLETION**

19. Within fourteen (14) days following Distribution to the General Creditors in accordance with the Plan, the Monitor shall issue and file a Certificate of Completion with the Court.

#### **STAY OF PROCEEDINGS**

20. The stay of proceedings granted to the Petitioner in the Initial Order, as subsequently amended, is hereby confirmed and extended to the date upon which the Monitor files the Certificate of Completion with the Court, and the Petitioner shall be released from this proceeding upon the filing of the Certificate of Completion.

#### **MONITOR**

21. The activities and conduct of the Monitor in relation to the Petitioner be and are hereby ratified and approved.



22. Pursuant to the Plan and this Order the Monitor shall be discharged of its duties and obligations following the filing of the Certificate of Completion with the Court.

#### **OTHER PROVISIONS**

23. Notwithstanding any other Order in the CCAA Proceedings, the fees and disbursements of the Monitor and its counsel as disclosed in the material filed in support of this Order, are hereby approved.

24. The Administration Charge, the Subordinated Administration Charge, and the Directors' Charge, shall be released, discharged and extinguished on the filing of the Certificate of Completion.

25. The Petitioner is authorized at any time and from time to time to vary, amend, modify or supplement the Plan without the need for obtaining a further Order of the Court or providing notice to the General Creditors if the Monitor determines that such variation, amendment, modification or supplement would not be materially prejudicial to the interests of the General Creditors under the Plan or this Sanction Order and is necessary in order to give effect to the substance of the Plan or this Sanction Order. In the event a material variation, amendment, modification or supplement is required by the Petitioner, such shall be permitted by further court order obtained on notice.

26. This Order shall have full force and effect in all provinces and territories in Canada and abroad including, without limitation, in the United States of America, and as against all Persons against whom it may apply including, without limitation, all of the Creditors of the Petitioner. This Court hereby seeks and requests the aid and recognition of any court or administrative body in any province or territory of Canada, any Canadian Federal Court or administrative body and any Federal or State court or administrative body in the United States of America and any court or administrative body to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

27. The Petitioner, the Monitor, and any other interested party are hereby granted leave to apply to this court for any directions or determinations required to resolve any matter or dispute relating to the Plan, this Order or the subject matter thereof and the rights and benefits thereunder, provided that no provision of this Order shall be construed to modify or impair any right, title, interest, privilege or remedy expressly provided for or reserved under the Plan.

28. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

BY THE COURT

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DISTRICT REGISTRAR

APPROVED AS TO FORM:

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COUNSEL FOR THE PETITIONER

NO. S148656  
VANCOUVER REGISTRY

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

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CORPORATIONS ACT, S.B.C. 2002, c. 57

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NOTICE OF APPLICATION

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Barristers and Solicitors  
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V6C 3L2

Phone: (604) 685-3456

Attention: Kimberley A. Robertson