

INVITATION FOR OFFERS

**TO PURCHASE
THE CANADA GREY MOTOR INN
HANNA, ALBERTA**

TERMS AND CONDITIONS

October 22, 2010

DISCLAIMER

The accompanying information and any information obtained from, provided by, or compiled by Alger & Associates Inc. (“Alger” or the “Vendor”) in its capacity as Receiver and Manager of the property, assets and undertakings of Hannaco (2008) Ltd. (the “Company”) has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, authentic or accurate.

Any information contained herein has been prepared to assist prospective purchasers with their own evaluation of the assets of the Company and does not purport to contain all the information that a prospective purchaser may require. Prospective purchasers would conduct their own investigation and analysis of the property, assets and of undertakings of the Company and of this information. In preparing this information, we have necessarily relied upon financial records and other information supplied and representations made to us by the management of the Company as well as third parties. We have not independently verified the accuracy or completeness of the information nor have we conducted an audit and, as a result, we are not providing any form of assurance on the information subject to our review. As such, our work may not necessarily disclose all the significant matters about the Company or any errors, misstatements, irregularities, or illegal acts, if such exist, on the part of the Company or its management, directors, employees and advisors or in the underlying information. Alger, its agents, officers and assigns, does not make any representation or warranty as to the accuracy, authenticity or completeness of this information and shall have no liability for any representations (expressed or implied) contained therein, or any omissions from, this information or from any other written or oral communications transmitted to prospective purchasers in the course of their evaluation of the Company’s assets.

We have not compiled, examined, or applied other procedures in accordance with Statements on Standards for Attestation Engagements issued by the Canadian Institute of Chartered Accountants to prospective or future oriented financial information provided and, accordingly, express no opinion or any other form of assurance or representations concerning the accuracy, completeness or presentation format of such prospective information. Financial forecasts by their very nature are based on assumptions and factors regarding future events. As such, it is probable that actual results will vary from those projected and such variation may be material. Readers are advised that Alger provides no assurances regarding the forecast financial information provided.

The Asset shall be purchased on a strictly “as is, where is” basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to the Assets and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representations or warranties made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to: (i) the value of the Asset or the revenues or cash flows from that Asset (ii) any real estate, environmental, or other evaluations or appraisals respecting

the Asset; (iii) the quality, condition, or rentability of the Asset; (iv) the suitability of its use for any purpose; or (v) compliance with applicable laws. Without restricting the generality of the foregoing, the Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of the Vendor's interests in the Asset and the state and condition thereof and that it has relied solely on such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Asset (all capitalized terms have the meaning assigned to them in the Purchase and Sale Agreement).

This information is not intended to be a public document and should not be distributed, copied or otherwise disclosed, in whole or in part, to any other parties without the prior written consent of Alger. We will not assume any responsibility or liability for losses incurred by prospective purchasers, their management, affiliates, related parties, partners/shareholders, directors, or any other party as a result of the circulation, publication, reproduction or use of this material contrary to the provisions of this paragraph.

We advise that neither Alger nor any partner, employee, or contractor of the firm undertakes responsibility in any way whatsoever to any person or organization in respect of the information provided.

**TERMS AND CONDITIONS OF
SALE OF ASSETS OF
HANNACO (2008) LTD.**

1. The vendor is Alger & Associates Inc. ("Alger" or the "Vendor"), in its capacity as Receiver and Manager of all of the property, assets and undertakings of Hannaco (2008) Ltd. (the "Company" or the "Debtor"), pursuant to a Court Order dated July 14, 2010 (the "Court Order"). The property being offered for sale pursuant to these terms and conditions of sale (the "Terms and Conditions of Sale") is the lands and improvements owned by the Vendor as more particularly described in Schedule "A" (the "Asset"). The Vendor will sell any such right, title, and interest pursuant to such powers of sale as are contained in the Court Order.
2. Each offer must be in a sealed envelope marked "DO NOT OPEN – OFFER – CANADA GREY MOTOR INN." and addressed to:

Alger & Associates Inc.
Receiver and Manager of Hannaco (2008) Ltd.
400, 602 – 11th Avenue SW
Calgary, AB T2R 1J8

Attention: Andrew Basi

Offers will be received until **(3 p.m.) on November 30, 2010 (MST)**. The information contained in the offers shall not be confidential after they are opened and may be revealed by the Vendor, at its discretion, to any person, including, without limitation, any Party (as hereinafter defined).

3. All offers shall be in writing, signed by the duly authorized officer(s) of the entity making the offer (the "Party") and in the form attached as Schedule "B". Parties related to the Company, or any shareholder or creditor of the Company, are entitled to submit an offer to the Vendor, provided the party discloses in writing the nature and extent of the relationship concurrent with the submission of the offer.
4. In respect of the purchase of the Asset, the offer and acceptance thereof, together with these Terms and Conditions of Sale, which shall be deemed to form part of such offer and the Purchase and Sale Agreement as defined in paragraph 5, shall constitute a binding agreement of purchase and sale and may be subject to approval of the Court of Queen's Bench of Alberta (hereinafter an "Agreement of Purchase and Sale").
5. The Purchase and Sale Agreement shall be substantially in the form attached hereto and marked Schedule "C" (the "Purchase and Sale Agreement").
6. As a condition of this agreement for the sole benefit of the Vendor, application to Court for approval of the tender(s) accepted by the Vendor shall be brought as soon as reasonably possible and, in any event, within sixty (60) days of the acceptance of such tender(s).
7. All offers must be accompanied by a draft drawn by or certified cheque drawn on a Canadian chartered bank payable to "Alger & Associates Inc. – in trust", for an amount not less than 25% of the total gross purchase price offered. If the offer is accepted this amount shall be deemed a cash deposit (the "Deposit") and the successful offeror for the Asset (the "Purchaser") shall complete a Purchase and Sale Agreement in respect of such parcel within 7 days of acceptance or such earlier or later date as may be mutually agreed upon between the Vendor and the Purchaser.
8. Cheques or drafts accompanying offers that are not accepted by the Vendor shall be returned to the Party by either personal delivery or by prepaid registered mail addressed to the Party at the address set forth in its offer on or before the expiring of 7 days from date of acceptance of the other tender(s), without interest thereon.
9. In the event the Vendor applies for approval from the Court and the Court shall not have approved the Vendor's acceptance of a tender, the contract of purchase and sale shall be terminated and neither party shall have any claim against the other for damages, compensation or otherwise. The Purchaser shall, however, be entitled to the return of the deposit and any monies paid on account of the purchase price.

10. The highest of any offer shall not necessarily be accepted. Offers received by the Vendor that do not strictly comply with paragraph 2, 3, and 7 or which contain proposals to vary, amend or supplement the Terms and Conditions of Sale may in the absolute discretion of the Vendor be rejected for that reason alone or may be accepted before or after the opening of and acceptance of offers. The Vendor shall not be obliged to negotiate with any Party or to give any Party an opportunity to resubmit an offer, whether or not the Vendor negotiates with another Party or Parties. Upon receipt by the Vendor of an offer the Party submitting the offer shall not be entitled to retract, withdraw, revoke, vary or countermand the Offer and such offer shall be irrevocable for 7 days prior to acceptance or rejection thereof by the Vendor.
11. If any offer is accepted, the Vendor shall notify the successful Party no later than December 10, 2010, by notice in writing addressed to the Party at the address as set forth in its offer.
12. The accompanying information and any information obtained from, provided by, or compiled by Alger in its capacity as Receiver and Manager of the property, assets and undertakings of the Company has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, authentic or accurate.

Any information contained herein has been prepared to assist prospective purchasers with their own evaluation of the assets of the Company and does not purport to contain all the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigation and analysis of the property, assets and of undertakings of the Company and of this information. Alger, its agents, officers and assigns, does not make any representation or warranty as to the accuracy, authenticity or completeness of this information and shall have no liability for any representations (expressed or implied) contained herein, or any omissions, from, this information or from any other written or oral communications transmitted to prospective purchasers in the course of their evaluation of the Company's assets.

By submitting an offer, each Party acknowledges that it has inspected the Asset and that it has relied entirely on its own inspection and investigation. The Asset shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representation or warranties of any nature whatsoever made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to the Asset and in particular, without limiting the generality of the foregoing, there are no collateral agreements, conditions, representation or warranties made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to:

- (i) the value of the Asset or the revenues or cash flows from leasing arrangements related to that Asset
- (ii) any real estate, environmental, or other evaluations or appraisals respecting

the Asset;

- (iii) the quality, condition, or rentability of the Asset;
- (iv) the suitability of its use for any purpose; or
- (v) compliance with applicable laws

Without restricting the generality of the foregoing, the Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Asset (all capitalized terms have the meaning assigned to them in the Purchase and Sale Agreement).

Furthermore, the Purchaser agrees to accept the Vendor's right, title and interest, if any, in the Asset, and acknowledges that, it shall be the Purchaser's own and sole responsibility to obtain and pay the cost of any consents, permits, licenses or other authorizations, necessary or desirable for the transfer of such right, title and interest, if any, to the Purchaser or for the operation or use of the Asset.

- 13. All adjustments of rentals, insurance, taxes, public utilities and similar items will be made as of the Closing Date in accordance with the usual manner in which such adjustments are made in transactions of this nature as determined by the Purchase and Sale Agreement.
- 14. The Vendor shall not be required to produce any abstract of title, title deeds or documents or copies thereof or any evidence as to title, other than those in its possession.
- 15. Each Purchaser shall make such investigations and searches at its own expense as such Purchaser and its solicitors may deem necessary with respect to the Vendor's right, title and interest, if any, in the Asset and the existence of any liens, mortgages, charges, security interests, pledges or encumbrances against the Assets having priority over the Vendor's right, title and interest, if any, therein all in accordance with the Purchase and Sale Agreement. If, prior to the Closing Date, legal proceedings are either threatened or commenced by any person against the Royal Bank of Canada, or the Vendor concerning the Security, the Agreement of Purchase and Sale or the Asset to be purchased, or if the Vendor is prevented by court order from closing, the Vendor may elect in its sole discretion by notice to the Purchaser to terminate the Agreement of Purchase and Sale without any liability for any Party.
- 16. The obligation of the Vendor to complete any purchase provided in an Agreement of Purchase and Sale is conditional upon the receipt of all necessary governmental or other approvals, waivers or releases as may be required to enable the Vendor to comply with its obligations thereunder.
- 17. Each Purchaser shall, in its offer, represent and warrant to the Vendor, if applicable, that it is not a non-Canadian as defined in the *Investment Canada Act*.

18. The Purchaser has conducted its own investigation on the transferability of all government permits and licences, including liquor and VLT licences, and the Vendor makes no representations on the transferability of these licences.
19. All amounts on deposit or advanced as security by the Vendor are refundable to the Vendor and are not subject to the Agreement of Purchase and Sale.
20. If any Purchaser fails to comply with any term or condition of the Agreement of Purchase and Sale, the Deposit and all other payments made to the Vendor shall be forfeited on account of liquidated damages, without prejudice to any of the Vendor's remedies and the Assets may be sold or resold by the Vendor in such manner and on such terms and conditions as the Vendor in its sole discretion determines, and the deficiency, if any, on any sale or resale, together with all charges attending the same or occasioned by the defaulting Purchaser shall be paid forthwith upon demand by such Purchaser to the Vendor.
21. If an Agreement of Purchase and Sale is properly terminated pursuant to an express provision thereof, then:
 - (a) All obligations of each of the Vendor and the Purchaser under that Agreement shall be at an end;
 - (b) The Vendor shall return the Deposit to the Purchaser without interest, costs or other compensation; and
 - (c) Neither party shall have any right to specific performance, to recover damages or expenses, or to any other remedy.
22. The Assets shall be and remain at the risk of the Vendor as its interest may appear until the Closing Date. From and after the time of the Closing Date, the Assets shall be at risk of the Purchaser.
23. On the Closing Date the Purchaser shall pay to the Vendor the following by way of a certified cheque drawn on or a draft drawn by a Canadian Chartered Bank:
 - (a) The balance of the purchase price after crediting the amount of the Deposit; and
 - (b) All applicable federal, provincial, and municipal taxes payable in connection with the Agreement of Purchase and Sale, including, without limitation, GST, retail sales tax and land transfer tax.
24. On the Closing Date, the Vendor will deliver to the Purchaser such bills of sale, assignments and other conveyancing documents that the Vendor, acting reasonably, considers necessary to convey to the Purchaser the Vendor's right, title and interest, if any, to the Assets purchased, without representations or warranties of any kind.
25. The Vendor's right, title and interest in the Assets shall not pass to the Purchaser until the purchase price, and all other payments to be made by the Purchaser

pursuant to the Agreement of Purchase and Sale have been paid in full and the Purchaser shall have complied with all the Purchaser's covenants therein contained.

26. Any notice, demand, acceptance, request, election or waiver required or permitted to be given hereunder (the "Notice") shall be in writing and shall be deemed to be sufficiently given if personally delivered to an officer of the Vendor or the Purchaser or sent by fax or if mailed, by registered mail, postage prepaid, addressed to the party to whom the same is given as follows:

- (i) In the case of the Vendor:

Alger & Associates Inc.
Receiver and Manager of Hannaco (2008) Ltd.
400, 602 – 11th Avenue SW
Calgary, AB T2R 1J8
Attention: Andrew Basi
Fax No.: (403) 296-2988

- (ii) In the case of the Purchaser, at its address or fax number as the case may be, indicated in its Offer.

Any such notice so personally delivered or faxed shall be deemed to be given on the date on which it was so personally delivered or faxed, and any Notice so served by registered mail shall be deemed to have been given on the fifty business day following the date on which it was mailed. During the existence of any interpretation or threatened interruption in the Canadian Postal Services, all Notices shall be personally delivered or forwarded by telecopy.

27. Any Agreement of Purchase and Sale entered into by the Vendor is in its sole capacity as Receiver and Manager of the Company and the Vendor shall incur no personal or corporate liability as a result of its entering into any such agreement or performing or failing to perform any of its obligations thereunder. The Vendor is an officer of the Court and subject always to the Court's direction. The Purchaser acknowledges the Vendor's role and that the Vendor shall, in no way, be liable for any matter when acting in accordance with such direction.
28. The Purchaser shall not be entitled to assign its rights and obligations hereunder without the written consent of the Vendor. Any Purchase and Sale Agreement entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of and be binding upon the parties thereto, their respective successors and permitted assigns.
29. Any Purchase and Sale Agreement entered into the offer, the acceptance and these Terms and Conditions, shall constitute the entire agreement between the parties thereto 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 there are no agreements or

understandings between the parties in connection with the subject matter hereof except as specifically set forth therein. No supplement, modification, waiver or termination of a Purchase and Sale Agreement or of these Terms and Conditions of Sale shall be binding, unless executed in writing by the party to be bound thereby, provided that the time provided for doing any matter or thing contemplated therein may be abridged or extended by written agreement, in letter form or otherwise, executed by duly authorized solicitors for the parties. Where or if inconsistency between the Terms and Conditions and the Purchase and Sale Agreement arises, the terms of the Purchase and Sale Agreement govern.

30. Other than Court approval, the Vendor may in its sole discretion waive any and all of the terms and conditions in these Terms and Conditions of Sale.
31. Any tender of documents or money hereunder may be made on the Vendor or Purchaser, or their respective solicitors.
32. The Purchaser acknowledges that it was entitled to and had the opportunity to consult with its own independent legal counsel prior to making the Offer. No amendment or variation of the Agreement shall be of any force or effect unless the same is reduced to writing and duly executed by the Vendor and the Purchaser.
33. This Agreement shall endure to the benefit of and be binding upon the Purchaser and Vendor and their respective successors and assigns.
34. This Offer is an unconditional offer with no conditions attached for the benefit of the Purchaser.
35. Any commissions payable shall be disclosed in writing to the Vendor concurrently with the Purchaser presenting an offer to the Vendor, and the Purchaser acknowledges that the Vendor may and will take the fact of the commission into account in assessing any bids received by the Vendor. In the event there is a commission payable, that commission shall be paid by the Vendor from the gross purchase price offered.
36. All stipulations herein as to time shall be of the essence.

37. The Validity and interpretation of the Agreement of Purchase and Sale, and of each provision and part thereof, shall be governed by the laws of the province of Alberta to which jurisdiction of the courts thereof the Vendor and the Purchaser irrevocably submit and attorn.

DATED at Calgary, Alberta, this 22th day of October, 2010.

Alger & Associates Inc.

In its capacity as Receiver and Manager of
Hannaco (2008) Ltd.



Per: Andrew Basi, Vice President

SCHEDULE "A"

TO THE TERMS AND CONDITIONS OF THE SALE OF CANADA GREY MOTOR INN

616 2 Avenue West, Hanna, Alberta

ASSETS FOR PURCHASE

LANDS LEGALLY DESCRIBED AS:

Parcel 1:

Plan 4049GU that portion of Lot F lying to the West of the Easterly 271 feet excepting thereout all mines and minerals.

Parcel 2:

Plan 4049GU that portion of Lot G lying to the West of the Easterly 271 feet excepting thereout all mines and minerals.

CHATTELS

"**Chattels**" means all tangible personal property associated with the business operations of Hannaco physically located on the lands, and any leased, rented or third party owned property. Chattels excludes all cash deposits and cash floats. Inventory (as defined in the Purchase and Sale Agreement) is included in the Assets for sale and shall be accounted for in the closing adjustments in accordance with paragraph 2.3 of the Purchase and Sale Agreement.

IMPROVEMENTS

"**Improvements**" means all buildings, structures, fixtures, utilities, equipment, building services, landscaping, paving, walkways, parking and delivery facilities, communication facilities, and any other improvements situated on, in or under the Lands but does not include the rights of any tenant in fixtures and improvements and rented or utility-owned equipment or installations, if any.

6. I/We hereby submit an irrevocable offer for the parcel indicated below:

LOCATION:

616 2 Avenue West, Hanna, Alberta

LANDS LEGALLY DESCRIBED AS:

Parcel 1:

Plan 4049GU that portion of Lot F lying to the West of the Easterly 271 feet excepting thereout all mines and minerals

Parcel 2:

Plan 4049GU that portion of Lot G lying to the West of the Easterly 271 feet excepting thereout all mines and minerals

- 7. I/We agree that, if this offer is accepted, I/we will be bound by your terms and conditions of sale dated October 21, 2010.
- 8. I/We represent and warrant that this offer constitutes a legal, valid and binding obligation.
- 9. I/We represent that we are not a non-Canadian as defined in the *Investment Canada Act*.
- 10. Enclosed is my/our certified cheque or bank draft payable to Alger & Associates Inc., in Trust in the amount of \$_____ being at least 25% of the gross purchase price offered herein.

DATED at _____, _____, this _____ day of _____, 200__.

)

)

Offeror

)

Witness

)

)

Per:

c/s

Print Name of Witness

)

Print Name and Title of Signing Officer

AGREEMENT OF PURCHASE AND SALE

This Agreement is dated the ● day of ●, 2010.

B E T W E E N:

ALGER & ASSOCIATES INC., in its capacity as receiver and manager of Hannaco (2008) Ltd., and not in its personal capacity.

(the "**Vendor**")

- and -

●., a corporation duly incorporated in accordance with the laws of Alberta and licensed to carry on business in the Province of Alberta

(the "**Purchaser**")

RECITALS

- A. Under the terms of a Receivership Order dated July 14, 2010, the Vendor was appointed Receiver and Manager of the assets, undertakings and property of Hannaco (2008) Ltd. ("Hannaco"). Hannaco is the registered and beneficial owner of the Lands and Improvements.
- B. The Vendor has the authority under the Receivership Order to sell, convey, and transfer the Lands and Improvements.
- C. The Vendor has agreed to sell the Purchased Assets to the Purchaser and the Purchaser has agreed to buy the Purchased Assets from the Vendor on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Certain words and phrases which are used in this Agreement have the meanings which are ascribed to them, respectively, in this Section.

"**Agreement**", "**hereto**", "**hereof**", "**herein**", "**hereby**", "**hereunder**" and similar expressions refer to this Purchase Agreement and the attached Schedules, as amended from time to time, and "**Article**", "**Section**", "**Subsection**", "**Paragraph**", "**Subparagraph**" and "**Schedule**" followed by a number or letter refer to the specified article, section, subsection, paragraph, subparagraph or schedule, as the case may be, of this Agreement.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Alberta.

"**Chattels**" means all tangible personal property associated with the business operations of Hannaco physically located on the lands, excluding Inventory and any leased, rented or third party owned property.

"**Closing Date**" means thirty 30 days (or if such day is not a Business Day then on the next Business Day) after the date on which the Court Order is granted.

"**Court Order**" means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the sale of the Purchased Assets by the Vendor to the Purchaser, free and clear of all claims arising by, through, or under Hannaco, in accordance with the terms and conditions of this Agreement, subject only to Permitted Encumbrances;

"**Deposit**" means the sum of 25 percent of the total gross purchase price;

"**GST**" means the Goods and Services Tax pursuant to the *Excise Tax Act* that may be payable in connection with the transaction contemplated by this Agreement.

"**Improvements**" means all buildings, structures, fixtures, utilities, equipment, building services, landscaping, paving, walkways, parking and delivery facilities, communication facilities, and any other improvements situated on, in or under the Lands but does not include the rights of any tenant in fixtures and improvements and rented or utility-owned equipment or installations, if any.

"**Interim Period**" means the period between the date of the Court Order and the Closing Date.

"**Inventory**" means the all food, beverage, liquor and consumable supplies physically located on the Lands on the Closing Date. Inventory shall be valued at cost for the purposes of adjustments on the Closing Date.

"**Lands**" means, collectively, the lands legally described as:

Parcel 1:

Plan 4049GU that portion of Lot F lying to the West of the Easterly 271 feet excepting thereout all mines and minerals

Parcel 2:

Plan4049GU that portion of Lot G lying to the West of the Easterly 271 feet excepting thereout all mines and minerals

"Legal Proceedings" means any litigation, action, suit, citation, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review and any application for same.

"Notice" has the meaning set out in Section 8.1.

"Permitted Encumbrances" those instruments registered against title to the Lands as further set out in Schedule "A" to this Agreement.

"Person" means an individual, a partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

"Property Documents" means all material documents in the possession or control of the Vendor relating to the Purchased Assets.

"Purchase Price" means \$●, exclusive of GST.

"Purchased Assets" means:

- (a) the Lands;
- (b) the Improvements;
- (c) the Chattels; and
- (d) specifically excludes any cash deposits, cash floats for daily operations of the hotel, and ATM cash floats.

"Warranties and Guarantees" means all warranties, guarantees or contractual obligations that entitle the Vendor to any rights against a contractor or supplier engaged in the construction or maintenance of the Lands, or the Improvements.

1.2 Extended Meanings.

Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter gender include the other genders.

1.3 Headings.

The insertion into this Agreement of headings and the inclusion of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Entire Agreement.

In the event there is a conflict between the parties with respect to the subject matter of this Agreement and the Terms and Conditions to the Invitation for Offers, the subject matter of this Agreement shall prevail. The parties further agree that this Agreement and the Terms and Conditions to the Invitation for Offers constitutes the entire agreement between the parties.

1.5 Currency, Cheques and Bank Drafts.

Unless otherwise expressly stated in this Agreement, all references to money shall refer to Canadian funds. Cheques and bank drafts shall be drawn in immediately payable Canadian funds at a branch in Canada of a Schedule I Canadian chartered bank or other financial institution acceptable to the Vendor.

1.6 Severability.

If any provision contained in this Agreement or its application to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected.

1.7 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the applicable laws of Canada. References to statutes shall be deemed, unless otherwise stated, to be references to such statutes as they exist on the date of this Agreement. The courts having jurisdiction in the Province of Alberta shall have exclusive jurisdiction in relation to any Legal Proceedings arising in connection with this Agreement.

1.8 Time.

Time shall be of the essence of this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale.

The Purchaser agrees to purchase the Purchased Assets from the Vendor, and the Vendor agrees to sell the Purchased Assets to the Purchaser, on the terms and subject to the conditions contained in this Agreement, for the Purchase Price, subject to adjustment, as provided in this Agreement, payable as follows:

- (a) The Deposit by certified cheque, solicitor's trust cheque or bank draft payable to the Vendor, in trust, upon execution and delivery of this Agreement by both

parties, to be held in trust by the Vendor pursuant to the provision of Section 2.2;

- (b) as to the balance of the Purchase Price, by certified cheque, solicitor's trust cheque or bank draft payable to the Vendor or as it may direct on the Closing Date.

2.2 Deposit.

The Deposit shall be invested by the Vendor in an interest bearing account. Interest on the Deposit shall accrue to the benefit of the party entitled to the Deposit under this Agreement. The interest on the Deposit accrued or accruing to the Closing Date shall be paid to the party entitled thereto by certified cheque, bank draft or trust cheque on or immediately after the Closing Date. If this Agreement is not completed solely by reason of a default of the Vendor to perform its obligations under this Agreement, the Deposit, together with all interest accrued on the Deposit shall be returned to the Purchaser as a genuine pre-estimate of liquidated damages and the Purchaser shall have no further claim or cause of action against the Vendor. If this Agreement is not completed solely by reason of the default of the Purchaser to perform its obligations under this Agreement, the Vendor shall be entitled to retain the Deposit, together with all interest accrued on the Deposit without deduction without derogating from any claims or causes of action the Vendor may have against the Purchaser arising from the Purchaser's default.

2.3 Adjustments.

- (a) General. Subject to the clarifications and the qualifications set forth in this Section, adjustments shall be made as of the Closing Date (with the Closing Date for the account of the Purchaser) for all Vendor's income from the Lands, the Improvements and the Chattels including, without limitation, current month's income and operating expenses recoverable from the month in which the Closing Date occurs, prepaid amounts, Inventory and recoveries (and interest accrued thereon, if any), and all other amounts owing to the Vendor, and all Vendor's expenses in respect of the Lands and the Improvements (including, without limitation and if applicable, property taxes, local improvement levies, deposit payments under Service Contracts, utilities, licenses necessary for the operation of the Lands and the Improvements) and all other items normally adjusted between a vendor and purchaser in respect of the sale of property similar to the Lands and the Improvements.
- (b) Day of Closing. The Purchaser shall receive all of the income (if any) and pay all expenses for the Closing Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Vendor's Representations and Warranties.

The Vendor represents and warrants to and in favour of the Purchaser that, as of the date of this Agreement or such other date as may be specified:

- (a) Standing. Vendor has been duly appointed by the Court as Receiver and Manager of Hannaco, and that appointment is valid and subsisting.
- (b) Execution of Documents. Subject to obtaining the Court Order, this Agreement has been duly executed and delivered by Vendor and all other documents (including the transfer documents) executed and delivered by Vendor pursuant hereto will be duly executed and delivered by Vendor, and this Agreement does, and such documents will, constitute legal, valid and binding obligations of Vendor enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretion of courts with respect to equitable or discretionary remedies and defences;
- (c) Residency. The Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

3.2 Negation of Other Representations and Warranties

The Vendor expressly negates any representations or warranties, whether written or verbal, made by the Vendor, its agents, servants or employees except as set forth in section 3.1 and in particular, without limiting the generality of the foregoing, the Vendor disclaims all liability and responsibility for any such representation, warranty, conditions, statement or information made or communicated (orally or in writing) to the Purchaser or any of its employees, agents, consultants or representatives. The Purchased Assets shall be purchased on a strictly "as is, where is" basis and there are no collateral agreements, conditions, representations or warranties of any nature whatsoever made by the Vendor, express or implied, arising at law, by statute or in equity or otherwise with respect to the Purchased Assets or otherwise in connection with this Agreement. The Purchaser acknowledges that it has made its own independent investigation, analysis, evaluation and inspection of the Purchased Assets and the state and condition thereof and that it has relied solely on such investigation, analysis, evaluation and inspection as to its assessment of the condition, quantum and value of the Purchased Assets.

3.3 Purchaser's Representations and Warranties.

The Purchaser represents and warrants to and in favour of the Vendor that, as of the date of this Agreement or such other date as may be specified:

- (a) Status. The Purchaser has the power, authority, right and capacity to enter into this Agreement and to carry out the transactions and enter into the

agreements contemplated by this Agreement in the manner contemplated by this Agreement;

- (b) Corporate Authorization. The transactions and other agreements contemplated by this Agreement by the Closing Date have been duly and validly authorized by all requisite corporate proceedings and will constitute legal, valid and binding obligations of the Purchaser;
- (c) No Default Under Other Agreements. Neither the execution of this Agreement nor its performance by the Purchaser will result in a breach of any term of provision or constitute a default under the constating documents or bylaws of the Purchaser, in the event the Purchaser is a corporation, or any indenture, mortgage, deed or trust or any other agreement to which the Purchaser is a party or by which it is bound.
- (d) Execution of Documents. This Agreement has been duly executed and delivered by Purchaser and all other documents executed and delivered by Purchaser pursuant hereto will be duly executed and delivered by Purchaser, and this Agreement does, and such documents will, constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' rights generally and the discretion of the courts with respect to equitable or discretionary remedies and defenses; and
- (e) Finders' Fees. Purchaser has not incurred any liability, contingent or otherwise, for brokers' or finders' fees in respect of this transaction for which Vendor shall have any obligation or liability.

3.4 Survival of Warranties.

The representations and warranties contained in Section 3.2 and 3.3 shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Purchaser and the Vendor for the lesser of six months after the Closing Date or the date upon which the Vendor is discharged as Receiver and Manager of Hannaco so that written notification of any breach of any representation or warranty must be provided to the other party on or before the expiry of such period.

3.5 Effect of Warranties.

Subject to the limitation period with respect to representations and warranties set forth in Section 3.4, each party agrees to protect, indemnify and save the other party harmless from and against any and all losses, costs, expenses, damages, liabilities, claims and demands whatsoever arising or suffered by the other party as a result of any misrepresentation or breach of warranty by the first mentioned party under this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement.

ARTICLE 4 CONDITIONS

4.1 Conditions of the Vendor.

The Vendor's obligation to carry out the transaction contemplated by this Agreement is subject to the fulfilment of each of the following conditions on or before the Closing Date or such other date as may be specified, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor, but only in writing, in its sole discretion:

- (a) Representations and Warranties. The representations and warranties of Purchaser herein contained shall be true in all material respects when made and as of the Closing Date;
- (b) Court Order. The Vendor shall have obtained the Court Order and no stay or appeal of the Court Order or application to vary or set aside the Court Order shall be in effect, filed or outstanding as of the Closing Date;
- (c) No Action or Proceeding. No legal or regulatory action or proceeding shall be pending by any person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby or the right of the Purchaser to purchase the Purchased Assets;
- (d) Obligations. All obligations of Purchaser contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects;
- (e) Payment. All amounts to be paid by Purchaser to Vendor at the Closing Date pursuant hereto shall have been paid to Vendor by Purchaser in the form stipulated in this Agreement;
- (f) Satisfaction of Waiver of Conditions. All of the conditions set forth in section 4.2 shall have been satisfied or waived by Purchaser at or prior to the Closing Date and a certificate of Purchaser to that effect shall have been delivered by Purchaser to Vendor at the Closing Date; and

4.2 Conditions of the Purchaser.

The Purchaser's obligation to carry out the transaction contemplated by this Agreement is subject to fulfilment of each of the following conditions on or before the Closing Date or such other date as may be specified, which conditions are for the sole benefit of the Purchaser and which may be waived by the Purchaser, but only in writing, in its sole discretion:

- (a) Representations and Warranties. The representations and warranties of Vendor herein contained shall be true in all material respects when made and as of the Closing Date;

- (b) Court Order. The Vendor shall have obtained the Court Order and no stay or appeal of the Court Order or application to vary or set aside the Court Order shall be in effect, filed or outstanding as of the Closing Date;
- (c) Obligations. All obligations of Vendor contained in this Agreement to be performed prior to or at Closing shall have been timely performed in all material respects;
- (d) No Adverse Damage. There shall have been no material adverse damage to the Purchased Assets from the execution hereof to the Closing Date;
- (e) Delivery of Conveyance Documents. Vendor shall have delivered to Purchaser the documents described in Clauses 3.1(b) and 6.2 which are to be provided to Purchaser at Closing.

4.3 Satisfaction of Conditions.

Each party agrees to proceed in good faith and with promptness and diligence to attempt to satisfy those conditions in Sections 4.1 and 4.2 that are within its reasonable control. Each party further agrees to notify the other party on or before Closing Date or such prior date as may be specified for the fulfilment of a condition of those conditions that have been satisfied.

4.4 Waiver of Conditions.

- (a) Notice of Waiver. If a condition set out in Section 4.1 or 4.2 has not been satisfied on or before the date specified for its fulfilment, the party for whose benefit the condition has been included may:
 - (i) waive compliance with the condition in whole or in part, in its sole discretion, by notice to the other party to be given on the Closing Date or within one (1) Business Day after the date specified for the fulfilment of such condition if such date is more than one (1) Business Day before the Closing Date, and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or

In the event that the Purchaser fails to provide notice in writing of the waiver of the condition as set forth in this Section, then the Purchaser shall have been deemed to have elected to waive the condition in which case the parties shall be under an obligation to complete the transaction contemplated by this Agreement.

- (b) Deemed Satisfaction of Conditions. Notwithstanding Section 4.4(a), the closing of the transaction contemplated by this Agreement by the parties shall be deemed to be a waiver by any parties of compliance with any condition included for its benefit and not satisfied on the Closing Date but shall not release any party from liability with respect to the covenants, representations and warranties on its part contained in this Agreement.

- (c) Not Conditions Precedent. The conditions set out in Sections 4.1 and 4.2 are conditions to the obligations of the parties hereto and are not conditions precedent to the existence or enforceability of this Agreement.

4.5 Court Approval

The Vendor shall, forthwith upon the execution and delivery of this Agreement by each of the parties, proceed with an application to the Court to obtain the Court Order and the Purchaser shall support such application. In the event that the Court Order is not obtained within sixty (60) days from the date the Vendor is required under this section to seek the Court Order, then this Agreement shall terminate and the Vendor and the Purchaser shall have no further liabilities or obligations to each other with respect to this Agreement or the transaction contemplated hereby, other than the obligations of the Vendor to return to the Purchaser the Deposit plus interest.

ARTICLE 5 INTERIM PERIOD

5.1 Delivery of Documents.

During the Interim Period, the Vendor shall promptly deliver the following documents to the Purchaser:

- (a) on or before the fifth (5th) Business Day after the date the parties execute and deliver this Agreement to one another, the Vendor shall deliver to the Purchaser all of the Property Documents; and
- (b) thereafter, the Vendor shall continuously and promptly deliver a copy of every additional Property Document affecting the Purchased Assets that the Vendor from time to time receives or proposes to enter into, together with all related material correspondence.

5.2 Access by Purchaser.

During the Interim Period, the Purchaser, its representatives and advisors shall have full access to the Lands and the Improvements (subject to the terms of the Leases), such access to be at the risk of the Purchaser. The Vendor shall have the right to accompany the Purchaser, its representatives and advisors onto the Lands. The Purchaser shall promptly repair at its sole cost and expense any damage to the Lands and the Improvements caused by the Purchaser accessing the Lands and the Improvements.

5.3 Approvals of the Purchaser.

During the Interim Period, the Vendor shall not enter into any agreement affecting the Purchased Assets nor amend, modify, vary, terminate, surrender or cancel any Permitted Encumbrance, or other agreement, without the prior written approval of the Purchaser. The Vendor shall provide to the Purchaser all information that the Purchaser reasonably determines to be necessary in order to decide whether or not to grant its approval and the

Purchaser shall notify the Vendor of its decision within two Business Days of receiving such information.

5.4 Effect of Investigations.

No investigations, inspections, tests or enquiries made by or on behalf of the Purchaser at any time and, unless specifically stated in the applicable covenant, representation or warranty in this Agreement, no disclosure in any Property Document shall have the effect of waiving, diminishing the scope of or otherwise affecting any covenant, representation or warranty made by the Vendor in or pursuant to this Agreement.

5.5 Confidentiality.

The Purchaser, its representatives and advisors, shall keep in strict confidence all information obtained with respect to the Purchased Assets pursuant to this Agreement until such time as the transaction contemplated by this Agreement is completed. If the transaction contemplated by this Agreement is not completed for any reason, the Purchaser shall, upon the request of the Vendor, promptly return to the Vendor all documents delivered to the Purchaser, and any copies thereof made by the Purchaser, pursuant to this Agreement. The Purchaser shall further execute the Vendor's form of Confidentiality Agreement.

5.6 Management and Operation.

During the Interim Period, operation of the Lands and the Improvements shall, subject to Section 5.3, be the responsibility of the Vendor and the Vendor shall operate the Lands and Improvements in accordance with its mandate.

5.7 Risk.

- (a) General. The Property shall be at the risk of the Vendor until completion of this Agreement.
- (b) Notice of Loss. If any loss or damage to the Improvements in excess of \$300,000 occurs on or before the Closing Date, the Vendor shall promptly deliver a notice (the "Notice of Loss") to the Purchaser specifying the nature and extent of the loss or damage. The Purchaser may then elect to terminate this Agreement by giving notice of termination to the Vendor on or before the earlier of the fifth Business Day following delivery of the Notice of Loss and the Closing Date, in which case neither party shall be under any further obligation to the other to complete the transaction contemplated by this Agreement. If the Purchaser does not elect to terminate this Agreement, then, at the option of the Purchaser:
 - (i) the Purchaser shall complete this Agreement on the Closing Date, and the Vendor shall assign and deliver to the Purchaser any insurance proceeds in respect of the Property and the Purchaser shall be entitled to deduct from the Purchase Price any deductible or co-insurance for which the Vendor is

responsible but does not pay and provide satisfactory evidence of such payment on or before the Closing Date; or

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing Arrangements.

This Agreement shall be completed at 12:00 o'clock p.m. on the Closing Date at the office of ●.

6.2 Documents of the Vendor.

The Vendor or the Vendor's solicitors (as applicable) shall deliver to the Purchaser the following documents on or before the Closing Date or on such other date as may be specified, fully executed by the Vendor, where applicable:

- (a) Transfer of Land. A registerable Transfer of Land to transfer the lands in fee simple to the Purchaser.
- (b) Certificate of the Vendor. A certificate of the Vendor certifying that:
 - (i) the Vendor is not a non-resident within the meaning of Section 116 of the *Income Tax Act* (Canada); and
 - (ii) the representations and warranties contained in Section 3.1 are true and accurate as of the Closing Date;
- (c) Property Documents not Previously Delivered. To the extent not previously delivered to the Purchaser or its consultants, true copies of all Property Documents;
- (d) Statement of Adjustments. A statement of adjustments;
- (e) Court Order. A certified copy of the Court Order approving the sale of the Purchased Assets to the Purchaser.
- (f) Other. Such other documentation relating to the completion of this Agreement as the Purchaser may reasonably require.

6.3 Documents of the Purchaser.

The Purchaser shall deliver to the Vendor the following documents on the Closing Date or such other date as may be specified:

- (a) Balance of the Purchase Price due on Closing Date. A certified cheque, solicitor's trust cheque or bank draft payable to the Vendor or as the Vendor may in writing direct in the amount of the portion of the Purchase Price payable in accordance with Section 2.1(b);

- (b) Certificate of Purchaser. A certificate of the Purchaser certifying that the representations and warranties contained in Section 3.3 are true and accurate as of the Closing Date;
- (c) Section 6.3 Documents. Those documents described in Section 6.3 to which the Purchaser is also a party;
- (d) GST Declaration. The document described in Section 6.5; and
- (e) Other. Such further documentation relating to the completion of this Agreement as the Vendor may reasonably require.

6.4 Registration Fees and Transfer Taxes.

- (a) Registration Fees and Transfer Taxes. The Purchaser shall be responsible for all registration fees payable in connection with registration of the transfer of the Lands.
- (b) Legal Fees. Each party shall pay its own legal fees with respect to this transaction.
- (c) Commissions. Any amounts due to any real estate agent or broker retained by the Vendor is the sole responsibility of the Vendor. Any amounts due to any real estate agent or broker retained by the Purchaser will be paid by the Purchaser unless the Vendor has signed a written agreement to pay a commission to the Purchaser's agent.

6.5 Goods and Services Tax.

With respect to goods and services tax ("**GST**") payable pursuant to the *Excise Tax Act* (the "**Act**") (Canada) in respect of the purchase and sale of the Purchased Assets:

- (a) unless the Purchaser is registered under the Act, the Purchaser shall pay to the Vendor by certified cheque, solicitor's trust cheque or bank draft on closing all GST payable in respect of the purchase and sale of the Purchased Assets in accordance with the Act, and the Vendor shall remit such GST to Canada Customs and Revenue Agency when and to the extent required by the Act;
- (b) if the Purchaser is registered under the Act, the Vendor shall not collect GST from the Purchaser in respect of the purchase and sale of the Lands, and the Purchaser shall file returns and remit GST to the Canada Customs and Revenue Agency in respect of the purchase and sale of the Lands when and to the extent required by the Act;
- (c) the Purchaser shall indemnify the Vendor and save it harmless from and in respect of any liability of the Purchaser under the Act arising because of any breach of the obligations of the Purchaser under the Act or this Section 6.5, and the Vendor shall indemnify the Purchaser and save it harmless from and

in respect of any liability of the Vendor under the Act arising because of any breach of the obligations of the Vendor under the Act or this Section 6.5, together, in each case, with all loss, costs and expenses resulting from such breach;

- (d) the Purchaser shall, if applicable, provide to the Vendor a statutory declaration or officer's certificate on closing confirming its GST registration number under the Act and any other matters reasonably required by the Vendor; and
- (e) the provisions of this Section 6.5 shall survive closing and the Parties shall mutually undertake on closing to abide by this Section.

ARTICLE 7 MAINTENANCE OF ASSETS

7.1 Consent of Purchaser.

During the Interim Period, the Vendor shall not, without the written consent of Purchaser, which consent shall not be unreasonably withheld by Purchaser and which, if provided, will be provided in a timely manner:

- (a) make any commitment or propose, initiate or authorize any capital expenditure with respect to the Purchased Assets if Vendor's share of the expenditure is in excess of Twenty-five Thousand Dollars (\$25,000.00), except in case of an emergency or in respect of amounts which Vendor is committed to expend or is deemed to authorize without its specific authorization or approval;
- (b) surrender or abandon any of the Purchased Assets unless done by the Vendor pursuant to section 14.06 of the *Bankruptcy and Insolvency Act* (Canada);
- (c) amend or terminate any Lease or enter into any new agreement or commitment relating to the Purchased Assets; or
- (d) sell, encumber or otherwise dispose of any of the Purchased Assets or any part or portion thereof in the normal course of business.

7.2 Following Closing Date.

- (a) Following Closing Date, Vendor shall hold its title to the Purchased Assets in trust for Purchaser until all necessary notifications, registrations and other steps required to transfer such title to Purchaser have been completed;
- (b) Following Closing Date, Vendor shall represent Purchaser in all matters with respect to the Purchased Assets until Purchaser is substituted as a party thereto in the place of Vendor, in furtherance thereof.

- (i) all payments relating to the Purchased Assets received by Vendor, other than those to which Vendor is entitled under Article 2, shall be received and held by Vendor as a trustee for Purchaser and Vendor shall promptly remit such amounts to Purchaser;
- (ii) Vendor shall forward all statements, notices and other information received by it that pertain to the Purchased Assets to Purchaser promptly following their receipt by Vendor; and
- (c) Purchaser shall indemnify and save harmless Vendor from and against all of Vendor's Losses arising as a consequence of the provisions of subsection 7.2(a) hereof, except to the extent caused by the gross negligence or willful misconduct of Vendor or its servants, agents or employees.

**ARTICLE 8
MISCELLANEOUS**

8.1 Notices.

(a) Addresses for Notice. Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "Notice") shall be in writing and shall be given by personal delivery or written electronic communication which results in a written or printed notice being given to the applicable address set forth below:

(i) in the case of the Vendor addressed to it at:

Alger & Associates Inc.
 400 - 602 11th Avenue S.W.
 Calgary, Alberta
 T2R 1J8
 Attention: Andrew Basi/David Lewis
 Fax: 403-296-3143

(ii) and in the case of the Purchaser addressed to it at:

 _____,

 Attention: _____
 Fax: _____

- with a copy to -

_____, _____

(iii) Attention: _____
Fax: _____

- (b) Receipt of Notice. Any Notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice, if sent by electronic communication, shall be deemed to have been validly and effectively given and received on the date and time of transmission.
- (c) Change of Address for Notice. By giving to the other party at least 10 days Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this Section 8.1.

8.2 Further Assurances.

Each of the parties shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement.

8.3 Lawyers as Agents.

Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given or delivered by or to the parties or by or to their respective solicitors on their behalf.

8.4 Publicity.

The Vendor shall be entitled to make public or other disclosure of this Agreement or the transaction contemplated by this Agreement as it deems appropriate, including without limitation in connection with obtaining the Court Order.

8.5 Assignment.

The Purchaser shall be entitled to assign its rights under this Agreement to a corporation of which the Purchaser (or a corporation controlled by the Purchaser) is a shareholder upon providing notice to, with the prior consent of the Vendor, which consent may be unreasonably withheld, and upon such assignee agreeing in writing to observe and perform the obligations of the Purchaser under this Agreement, the Purchaser shall thereupon be relieved from its obligations under this Agreement. In all other events, the Purchaser shall not be entitled to assign its rights under this Agreement without the prior written consent of the Vendor, which consent may be unreasonably withheld, provided that any such assignment shall not relieve the Purchaser from its obligations under this Agreement.

8.6 Non-Merger.

None of the provisions of this Agreement shall merge in the deed or transfer of the Lands or any other document delivered on the Closing Date and the provisions of this Agreement, other than Article Three, shall survive the Closing Date.

8.7 Successors and Assigns.

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

8.8 Counterparts.

This Agreement may be executed in one or more counterparts and shall be deemed executed upon delivery or facsimile by each party to the other (or pursuant to the other's direction) of a copy of this Agreement executed by such party.

IN WITNESS WHEREOF the parties have executed this Agreement.

ALGER & ASSOCIATES INC., in its capacity as receiver and manager of Hannaco (2008) Ltd., and not in its personal capacity.

Per: _____

THE PURCHASER:

Per: _____

SCHEDULE "A"
PERMITTED ENCUMBRANCES

- None.

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