

No. B-130443
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE RECEIVERSHIP OF
NORTHWEST ANGLING ADVENTURES LTD.**

**RECEIVER'S FIRST REPORT TO COURT
[Prepared for the May 24, 2013 Court Hearing]**

May 21, 2013



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1. INTRODUCTION

- 1.1 Northwest Angling Adventures Ltd. (the "Company") was assigned into bankruptcy by its sole shareholder and director on March 14, 2013 and PricewaterhouseCoopers Inc. ("PwC"), was appointed Trustee in Bankruptcy (the "Trustee").
- 1.2 On March 28, 2013 the Court appointed PwC as Receiver of the Company. Attached as Appendix A is the Court's Order appointing a Receiver. The Receiver was appointed upon an application by the Trustee. The Trustee had disputed a secured claim for approximately \$2.6 million advanced by the Company's president, Mr. Uehara and had applied to the Court for a determination of the claim on short notice. This application was adjourned. However the Trustee had concluded that a sales process needed to be commenced immediately to preserve value so it applied for the appointment of a Receiver to facilitate a sales process while the dispute over the secured claim remained unresolved.
- 1.3 The purpose of this, the Receiver's first report, is to provide information to the Court in support of the Receiver's application to the Court for the following:
 - 1.3.1 Approval of the Receiver's activities to date; and
 - 1.3.2 Approval of the sale of the Company's assets and undertakings to Spring & Ash Creeks W.M.U., LLC and Michael Uehara or assignee pursuant to an Asset Purchase Agreement dated May 16, 2013.

2. BACKGROUND

Company Overview

- 2.1 The Company operates a seasonal luxury resort called King Pacific Lodge. The resort is a floating lodge that is moored in Barnard Inlet near Princess Royal Island on the west coast of British Columbia. The lodge offers wilderness and ecotourism activities as well as sport fishing excursions in the nearby Great Bear

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Rainforest. The lodge typically operates from June 1 to mid/late September and is closed during the remainder of the year.

- 2.2 The lodge has been operating since 1989, with the Company purchasing the operations in 1995. The Company's sole shareholder is controlled by Mr. Morita, a resident of Tokyo, Japan. Mr. Michael Uehara, a West Vancouver resident, is the current president and has managed the business for approximately 16 years.

Business Operations

- 2.3 Guests have historically been flown by charter aircraft from Vancouver to Bella Bella and then from Bella Bella to the Lodge by sea plane. The typical length of stay is 4 days. Guests can book their visits to the lodge at any time during the year by placing deposits to secure their reservation. Full payment for guest visits are due 90 days prior to a guest's arrival.
- 2.4 At the end of an operating season, the floating guest lodge, floating staff lodge and the fishing boats are relocated to Prince Rupert. The floating lodges are moored in a remote location close to Prince Rupert under contract with Wainwright Marine Ltd., ("Wainwright") and regularly checked by security personnel. All fishing boats, outboards, tour equipment and other items requiring maintenance are stored by various suppliers either in Prince Rupert or in Vancouver.
- 2.5 The period from March 1 to May 31 is typically a critical period for the Company's operations. During this period, most of the significant preparations are made for the summer operating season. In particular, during this period the following tasks are required to be undertaken:
- 2.5.1 The Company initiates its marketing and advertising campaigns and significant sales activity is undertaken to secure and confirm bookings. Approximately one half of the typical guest volume provides deposits by March 1 each year;
- 2.5.2 Maintenance activities not completed during the fall/winter period are completed to ensure the lodges, boats and other equipment are ready for the operating season;

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- 2.5.3 Detailed supply inventories are conducted and provisions for the summer season are procured and transported to Prince Rupert to load on the lodges. An estimated 80% of the provisions are purchased prior to the operating season;
- 2.5.4 Staff are secured for the operating season; and
- 2.5.5 The lodges and the fishing boats are relocated, along with many staff, from Prince Rupert back to Barnard Inlet to ready the lodges for a June 1 opening.
- 2.6 During the operating season, the Company maintains employment for approximately 30 staff that live in a staff lodge adjacent to the guest lodge. The guest lodge contains 17 double occupancy rooms and guest capacity is considered to be approximately 34 guests.
- 2.7 The Company maintains an administration office in North Vancouver, B.C. that is typically staffed by 4-5 personnel during the year.

Causes of Financial Difficulty

- 2.8 The Company's revenue peaked in 2007 after which the economic recession contributed to significantly lower revenues. Operating expenses were not adjusted sufficiently and the Company incurred losses from 2008 to 2011. In 2010, revenues had declined to approximately 40% of their peak but recovered to approximately 60% of their peak in 2012. In 2012, the Company returned to profitability.
- 2.9 The ongoing operating losses were funded by the Company's shareholder and Michael Uehara but, despite this support, the Company's liquidity position was strained.
- 2.10 The Company was in arrears with its HST remittances to CRA and during the two months leading up to the date of bankruptcy, CRA seized approximately \$208,000 of the Company's funds from its bank account pursuant to a requirement to pay in order to satisfy the balance owing.

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- 2.11 The Company's liquidity further suffered as the Company's in-house accountant recently resigned after she confessed to the RCMP that she had embezzled funds from the Company over a period of four years. The Company estimates that \$650,000 was taken by this employee.
- 2.12 The Company's shareholder declined to provide further financial support for the Company and assigned the Company into bankruptcy to facilitate a sale.

3. FINANCIAL POSITION

- 3.1 Based on the Company's books and records, the Receiver estimates that the book value of the Company's financial position as at March 14, 2013, the date of bankruptcy, was as follows:

Description	\$'000	\$'000
Assets		
Cash	62	
Inventory	32	
Furniture and Fixtures	18	
Boats and Other Equipment	353	
Lodges and Docks	5,595	
Vehicles	16	6,076
Liabilities		
Secured Creditors	241	
Customer Deposits	709	
Employee Unsecured Claims	91	
Other operating liabilities	757	
Shareholder loan	11,308	
Michael Uehara	2,569	15,675
TOTAL DEFICIENCY		(9,599)

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Summary of Assets

- 3.2 Cash – The Company maintained bank accounts at the Toronto Dominion Bank (“TD”) and the Royal Bank of Canada (“RBC”). The Trustee seized \$27,705 from the RBC account, \$33,866.09 from the TD account and \$420.80 in petty cash.
- 3.3 Inventory – consists mainly of supply inventory stored on the lodges.
- 3.4 Furniture & Fixtures - relates primarily to head office furniture.
- 3.5 Boats and Other Equipment - consists mainly of 12 fishing boats 18-22’ in length that, along with most of the outboard motors, are currently being stored in dry storage with Bridgeview Marine Ltd. in Prince Rupert. Other equipment is either on the lodges or in the hands of other suppliers who were conducting winter maintenance on them.
- 3.6 Lodges and Docks – The staff and guest lodges comprise 90% of the Company’s asset value and are moored in Prince Rupert at a moorage leased from a significant unsecured creditor, Wainwright.
- 3.7 Vehicles – consists of one vehicle used by Michael Uehara which is subject to a lease. The Trustee released its interest in this asset and the vehicle has been returned to the lessor.

Summary of Liabilities

- 3.8 Secured Claims - This relates to secured claims for employee wages owing pursuant to s.81.3 of the BIA as well as claims held by Wainwright and Bridgeview Marine Ltd, based on possessory lien rights.
- 3.9 Customer Deposits – Approximately 242 customers have placed deposits with the Company to secure their reservation for visits during the 2013 operating season. These deposits were not held in trust and therefore, these customers are considered unsecured creditors.

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- 3.10 Employees are owed approximately \$117,000 collected as gratuities from guests during the 2012 summer season and not distributed to the employees. Approximately \$26,000 qualifies as a secured claim while approximately \$91,000 is unsecured;
- 3.11 Most trade payables relate to unpaid balances from the 2012 operating season and winter maintenance/storage services.
- 3.12 Shareholder loan – this balance is owed to Mr. Morita and several companies controlled by him.
- 3.13 Michael Uehara – this balance represents past wages due to Mr. Uehara, advances made by Mr. Uehara and accrued interest claimed for these unpaid balances. Mr. Uehara has lodged his claim as secured pursuant to a General Security Agreement granted to him by the Company. The Trustee has disallowed a proportion of Mr. Uehara's claim and applied to the Court seeking an order for a declaration that the security is void pursuant to sections 95 and 96 of the *Bankruptcy and Insolvency Act* ("BIA"). Mr. Uehara has appealed the Trustee's disallowance. Both the appeal and the application by the Trustee under sections 95 and 96 have been adjourned generally. The Trustee intends to re-schedule its application once the results the sales process is known in the event that the application becomes necessary.

4. ACTIVITIES TO DATE

- 4.1 Prior to the appointment as Receiver, PwC, in its capacity as the Trustee, completed the following activities:
 - 4.1.1 Attended the office of the Company at 255 West 1st Street, North Vancouver and various sites within the vicinity of Prince Rupert to take possession of all Company assets and secure the books and records;
 - 4.1.2 Engaged the services of security personnel to maintain surveillance over the two floating lodges;
 - 4.1.3 Arranged for the continued storage of the fishing boats and motors and the continued safe moorage of the lodges in Prince Rupert;

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- 4.1.4 Conducted a detailed inventory and asset count and developed detailed lists thereof;
 - 4.1.5 Secured insurance over all Company assets;
 - 4.1.6 Conducted a detailed review of Michael Uehara's secured claim and took steps to disallow the claim as noted above.
 - 4.1.7 Engaged one former employee to assist the Trustee and later the Receiver; and
 - 4.1.8 Applied to the Court for the Appointment of a Receiver to facilitate the sale process.
- 4.2 Since being appointed as Receiver, PwC has undertaken the following activities:
- 4.2.1 Investigated and updated the books and records of the Company for the purpose of completing statutory filings and establishing accurate balances for the Company's liabilities; and
 - 4.2.2 Conducted a sales process.

5. SALES PROCESS

Developing the Sale Process

- 5.1 The Receiver considered the following factors in the development of its sales process:
 - 5.1.1 The profile of likely buyers for the lodge and whether the likely buyer would prefer to operate the lodge during the summer 2013 operating season;
 - 5.1.2 The unique profile of the Company's liabilities which included a substantial unsecured shareholder loan, a balance owing to the former president Michael Uehara and the fact that approximately \$709,000 in

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Deposits had been collected from customers who had booked trips for the summer 2013 operating season;

- 5.1.3 The unique relationship that the Company had with the Gitga'at First Nation. Many members of the Gitga'at were employees of the lodge and the lodge had a protocol agreement with the Gitga'at as it was located within the Gitga'at's traditional territory. The Gitga'at and the Company enjoyed mutual benefits from the ongoing operation of the lodge.
- 5.2 The Receiver concluded that buyers for the Company assets could include:
 - 5.2.1 Other lodge operators who would operate the lodge in a similar fashion as it was previously operated or who would be interested in assets on a piecemeal basis;
 - 5.2.2 Non-lodge operators interested in the opportunity to operate the lodge in a similar fashion as it was previously operated; and
 - 5.2.3 Industrial purchasers interested in acquiring the floating lodges to use as floating camps for work crews working along the B.C. coast line.
- 5.3 The Receiver structured its sales process to secure a sale in advance of the 2013 summer operating season as it expected an *en-bloc* sale to a purchaser interested in operating the lodge to generate a higher overall recovery for the Company's creditors. In particular, an *en bloc* purchaser would likely honour the customer deposits to preserve the lodge's reputation within the luxury travel industry. In order to facilitate the operation of the lodge this summer, the sales process needed to be conducted over a short period of time so as to allow the buyer time to ready the lodge for summer operations.
- 5.4 The Receiver became aware that Mr. Uehara had a desire to continue his association with the lodge's operations. Further, the Receiver understood that Mr. Morita was concerned about the treatment of unpaid employees and arms-length creditors and advised Mr. Morita that he could enhance the recovery to these creditors by compromising his claim. Given that Mr. Uehara and Mr. Morita held substantial claim balances, the Receiver developed the sales process to include two bid options:

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- 5.4.1 A purchase of the Company's shares combined with a compromise of the Company's debts through a proposal to be filed pursuant to the BIA. This approach was intended to allow specific offers to each of Mr. Morita and Mr. Uehara to meet their specific preferences (a "share purchase offer"); and
- 5.4.2 A purchase of the Company's assets and an assignment of significant contracts and leases (an "asset purchase offer").
- 5.5 The Receiver commenced the sale process on April 5, 2013, and invited the submission of letters of intent ("LOI") for either a share purchase offer or an asset purchase offer. The Receiver also provided prospective bidders the following proposed time line:

Date	Type of Sale	
	Asset Purchase	Share Purchase
April-05-13	Commence sale process: upon receipt of executed non-disclosure agreements, a summary information memorandum is distributed to interested parties along with invitations to submit non-binding letters of intent.	Same
April-22-13	Letters of intent due.	Letters of intent due but LOI's received earlier may be considered to shorten the transaction timeframe. In the event that an acceptable LOI is received before the LOI due date, the timeframe for this process will be advanced accordingly.
April-29-13	Purchase Agreement executed	Restructuring Agreement executed
May-01-13		Proposal filed
May-06-13	Court approval obtained for sale	
May-15-13		Creditor meeting to vote on proposal
May-20-13		Court approval of proposal
May-22-13	Completion of sale	Purchase of shares

Soliciting Expressions of Interest

- 5.6 On April 11, 2013, the Receiver placed an advertisement in the Vancouver Sun Newspaper calling for expressions of interest in the assets of the Company.

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- 5.7 In addition, 13 lodge operators were contacted between April 5 and April 9, 2013, to determine whether any had an interest in acquiring the Company's operations.
- 5.8 Parties who expressed an interest in the Company or its assets were required to execute a Non Disclosure Agreement (NDA) in order to obtain information about the Company. 18 parties executed NDAs in order to obtain a copy of a confidential information memorandum ("CIM") prepared by the Receiver. The Receiver communicated with a number of potentially interested parties and during the process issued CIMs to 18 parties. The Receiver received a number of requests for additional information during the sales process and in order to satisfy those requests supplementary information was compiled and forwarded to all parties who had executed NDAs.
- 5.9 Prior to the April 22, 2013 deadline for the submissions of LOIs, the Receiver circulated a standard form of LOI for both a share purchase offer and an asset purchase offer. The Receiver also provided a standard form Asset Purchase Agreement ("APA") it expected to be used in the event that an asset purchase offer was accepted. The Receiver required that all parties use the standard form LOIs when submitting their offers. The Receiver further advised that if the bidder intended to make an offer to Mr. Morita to compromise his claim, the bidder's offer to Mr. Morita be outlined in the LOI they submitted.

Selecting a Successful Bidder

- 5.10 The Receiver received 2 share purchase offers and 2 asset purchase offers from four bidders (the "Initial Bidders") in response to its invitation for expressions of interest. Each offer included a provision confirming that the customer deposits would be honoured. The Receiver established the value of each offer on the basis of the cash consideration being tendered. The Receiver noted that 3 offers provided significantly more cash than the 4th offer, and that the 3 offers were very similar in overall value. Two of the offers included a proposed compromise of Mr. Morita's claim and the Receiver discussed this compromise with Mr. Morita's legal representative. The Receiver invited the bidders who had submitted the three similar value offers to re-submit their bids in order to clarify which bid would provide the optimum recovery for the Company's creditors.

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- 5.11 Each of the three short-listed bidders re-submitted their offer. Each offer was further enhanced and submitted on an unconditional basis (subject to finalizing the form of agreement, and subject to Court and/or creditor approval).
- 5.12 The offers consisted of one share purchase offer and two asset purchase offers. The share purchase offer (the "Uehara Offer") was submitted by Michael Uehara and his business partner ("Uehara").
- 5.13 The Receiver decided to work exclusively with Uehara to secure a restructuring agreement that resulted in the sale of the Company's shares. Key factors that resulted in the Uehara Offer being selected were as follows:
 - 5.13.1 The Uehara Offer provided the highest total consideration among all the offers received;
 - 5.13.2 The Uehara Offer contained no conditions other than the creditor's approval of a proposal to be filed pursuant to the BIA. The proposed dividend to the arms-length unsecured creditors was substantially greater than those available under either of the two competing asset purchase offers, so the Receiver expected that this condition would be met;
 - 5.13.3 The secured creditors (other than Uehara, as noted below) would receive a 100% recovery on their claims;
 - 5.13.4 The Uehara Offer provided a payment to Mr. Morita in respect of his unsecured claim that was less than Mr. Morita would have received had he shared ratably in the proceeds available to the unsecured creditors. This compromise has the effect to increase the overall recovery to the arms-length unsecured creditors. The Receiver confirmed that Mr. Morita was agreeable to this compromise and would sell his shares on the proposed terms; and
 - 5.13.5 The Uehara Offer included a provision that Mr. Uehara would withdraw his claim against the Company. The withdrawal of Mr. Uehara's claim would eliminate the cost and uncertainty associated with the pending court applications to determine the validity and quantum of Mr. Uehara's secured

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claim, and would concurrently further enhance the recovery to the arms-length unsecured creditors.

- 5.14 In order for the sale of the shares to be completed on a timely basis, the Receiver initiated discussions with Uehara and his advisors to develop a restructuring agreement and proposal to the Company's creditors. Uehara outlined the following timeframe, which the Receiver agreed to:
- 5.14.1 May 3 – Counsel for Uehara was to have completed a draft restructuring agreement and proposal to the Company's creditors and circulated it to the Receiver for his comments; and
- 5.14.2 May 8 – The restructuring agreement was to be executed by all parties.
- 5.15 Uehara failed to comply with the timeline he established. This lost time concerned the Receiver as any new operator would have even less time to prepare for the impending summer season and the Receiver did not receive any commitments from Uehara to a new timeline. On May 8, 2013 the Receiver set a final deadline, with the requirement that a draft agreement be provided by May 10, 2013, with executed agreements to be completed by 10:00 am on May 15, 2013.
- 5.16 On May 10, 2013, counsel for Uehara advised the Receiver that Uehara wished to modify his offer to provide for a purchase of the Company's assets, rather than its shares. As part of this modification, Uehara listed two new conditions which were unacceptable to the Receiver.
- 5.17 In light of the new conditions and the Receiver's concern about lost time, the Receiver decided that it was necessary and prudent to invite the Initial Bidders to submit an asset purchase offer by 10:00 am Wednesday May 15, 2013 (the same deadline previously communicated to Uehara). As each bidder had already completed due diligence and submitted unconditional offers, the Receiver considered this short timeframe to re-submit new offers to be reasonable. The Receiver contacted each of the Initial Bidders by the end of May 10, 2013 to invite them to re-submit an offer as follows:

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- 5.17.1 The offers were to utilize the APA circulated by the Receiver prior to the April 22, 2013 deadline for the expressions of interest;
 - 5.17.2 The offers were to be unconditional; and,
 - 5.17.3 The offers were to be accompanied by a deposit of 10% of the purchase price.
- 5.18 During the process that generated the initial expressions of interest, bidders had been instructed to include in their LOIs a provision for any offer they wished to extend to Mr. Morita for the compromise of his claim. Mr. Morita's representative had requested that the Receiver assemble the offers and convey them to him in bulk as part of that process. However, given the short time frame by which bids were to be submitted following the Receiver's decision to re-open the bidding process, and the Receiver's requirement that the parties submit unconditional offers, the Receiver provided to each bidder the contact details for Mr. Morita's representative so they could seek to negotiate a claim compromise with Mr. Morita directly.

Results of Final Bids

- 5.19 By 10:00 a.m. on May 15, 2013, the Receiver received three asset purchase offers from: Uehara, Aragon Properties Ltd. ("Aragon") and MCR Investments Ltd. ("MCR"). The Uehara and Aragon offers each included a provision to satisfy Mr. Morita's claim for compromised amounts. The Uehara Offer includes an additional provision that Mr. Uehara would agree to release his claim against the Company, if his offer is approved by the Court.
- 5.20 Given that the asset purchase offers included claim compromise provisions, the Receiver conducted an analysis to estimate the potential return to the various creditor groups in order to evaluate the offers.
- 5.21 The Receiver's analysis assumes that Mr. Uehara's secured claim is invalid and it has been admitted as an unsecured claim. In the event that Mr. Uehara's security is considered valid the recoveries to the unsecured creditors would be nil unless the Uehara Offer is accepted. A comparison of the offers provided to the Receiver

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on May 15, 2013, and their estimated recoveries to the various creditor groups, is attached as Appendix B, and summarized below:

	Uehara	Aragon	MCR
Cash Consideration	\$ 850,000	\$ 950,000	\$ 500,000
Estimated Recoveries			
Secured Creditors	100%	100%	10%
Unsecured Creditors			
Uehara	0%	7%	0%
Arms-length	19%	7%	0%

5.22 The Uehara Offer is unconditional and includes the following key provisions:

5.22.1 The purchase price is \$850,000. A 10% deposit is being held in lawyers' trust accounts.

5.22.2 Customer deposits will be honoured.

5.22.3 Mr. Morita's claim against the Company will be released and excluded from any distribution.

5.22.4 Mr. Uehara's claim against the Company will be released and excluded from any distribution.

5.23 The Uehara Offer provides the highest recovery to the arms-length creditors despite the fact that the total cash consideration is less than the Aragon offer. This enhanced recovery is due to the withdrawal of Uehara's claim and the resulting reduction in the anticipated realization costs, as the Trustee will not be required to proceed with court applications to have the validity of Mr. Uehara's security be determined. It also removes the litigation risk inherent in challenging the validity of the Uehara security interest.

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- 5.24 The offer provided by Aragon included cash consideration and a commitment to honour the customer deposits. The offer was accompanied by a \$160,000 deposit but it indicated that from the cash consideration it would offer a menu of balances to Mr. Morita to satisfy his claim. The Receiver has been advised that the Aragon Offer was structured this way as Aragon was unable to reach an agreement with Mr. Morita in the timeframe allowed to submit the offer. The Receiver has contacted Mr. Morita's legal representative who confirmed that Mr. Morita would not accept less under the Aragon Offer than he would receive under the Uehara Offer.
- 5.25 For comparison purposes, the Receiver has calculated the effective purchase price under the Aragon Offer to be \$950,000. Despite the higher purchase price, the Aragon Offer does not result in a better return to the arms-length creditors than the Uehara Offer. This is because the Uehara Offer contains a provision that Uehara will release his claim against the Company.
- 5.26 In consideration of the enhanced recovery generated by the Uehara Offer, the Receiver has executed an APA dated May 16, 2013 with Uehara, subject to the Court approval being granted by May 24, 2013. The short window for Court approval reflects the purchaser's need to commence business operations without further delay in order to preserve the 2013 season. A copy of the APA is attached as Appendix C.

6. RECOMMENDATIONS

- 6.1 The Receiver recommends that the Uehara Offer be approved by the Court for the following reasons:
- 6.1.1 The secured creditors (other than Uehara) will be paid in full;
- 6.1.2 The release of the Uehara claim will eliminate the associated cost and uncertainty of dealing with the court applications necessary to determine the validity of the Uehara claim; and,
- 6.1.3 The arms-length unsecured creditors will receive the best recovery on their claims.

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This report is respectfully submitted this 21st day of May 2013.

**PricewaterhouseCoopers Inc.
Court Appointed Receiver of
Northwest Angling Adventures Ltd.**



**Michael J. Vermette, CA, CIRP
Senior Vice President**



**Neil P. Bunker, CA, CIRP
Vice President**

APPENDIX A

Order appointing PwC as Receiver

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

APR 12 2013

ENTERED



No. B-130443
Vancouver Registry

In the Supreme Court of British Columbia
In Bankruptcy and Insolvency

Re in the matter of the Bankruptcy of
Northwest Angling Adventures Ltd.

**ORDER MADE AFTER APPLICATION
(Receivership Order)**

BEFORE THE HONOURABLE) THURSDAY, THE 28th DAY
MADAM JUSTICE FITZPATRICK) OF MARCH, 2013

ON THE APPLICATION of PricewaterhouseCoopers Inc., the Applicant for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") appointing PricewaterhouseCoopers Inc. as Receiver and Manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Northwest Angling Adventures Ltd. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, coming on for hearing this day at the Courthouse, 800 Smithe Street, Vancouver, British Columbia.

AND ON READING the Notice of Application dated March 26, 2013, and the First Report to Court of PricewaterhouseCoopers Inc., AND ON HEARING Steven D. Dvorak, Counsel for PricewaterhouseCoopers Inc., and no one appearing for Michael Uehara and Wainright Marine Services Ltd., although duly served;

THIS COURT ORDERS AND DECLARES that:

1. The time for the service of this Notice of Application and supporting material in respect of this application be abridged such that the application is properly returnable on March 28, 2013, and further, any requirement for service of the Application and supporting material upon any interested party be dispensed with.

APPOINTMENT

2. Pursuant to Section 39 of the LEA, PricewaterhouseCoopers Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, including all proceeds thereof (the "**Property**") on an interim basis, and without prejudice to the right of any interested person to apply to this Court to vary or amend this

Order on not less than two (2) clear business days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, to the extent reasonably necessary to preserve and protect the Property, including without limitation the authority to enter into a lease agreement in connection with the Staff Barge upon commercially reasonable terms;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order;
 - (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof, provided that such activities are reasonably necessary to preserve and protect the Property;
 - (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
 - (h) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$20,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if considered necessary or appropriate by the Receiver, in the name of the Debtor, provided that such activities are reasonably necessary to preserve and protect the Property;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Debtor; and

- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. Each of (i) the Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including, without limitation, providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of Proceeding except for service of the initiating documentation on the Debtor and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. The stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services of any kind to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers,

internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post-Receivership Accounts**") and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the right of employees to terminate their employment notwithstanding paragraph 10, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Debtor, including any successor employer liabilities as provided for in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay and amounts in respect of obligations imposed specifically on receivers by applicable legislation. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.
14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial or other law relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 1999, S.C. 1999, c. 33, the *Fisheries Act*, R.S.C. 1985, c. F-14, the *Environmental Management Act*, R.S.B.C. 1996, c. 118 and the *Fish Protection Act*, S.B.C. 1997, c. 21 and regulations thereunder (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless the Receiver is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except:
 - (a) any gross negligence or wilful misconduct on its part; or
 - (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. The reasonable fees and disbursements of the Receiver and its legal counsel, in each case at their standard rates and charges, shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
18. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in Sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. That any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

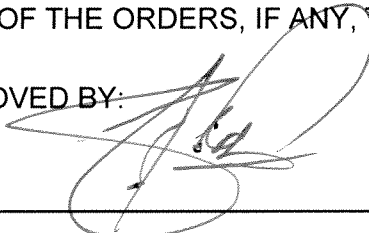
GENERAL

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

27. This Court requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
28. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
29. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
30. Endorsement of this Order by counsel appearing on this application other than the Applicant is hereby dispensed.

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

APPROVED BY:



Signature of Steven D. Dvorak
lawyer for Applicant

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT

\$ _____

1. THIS IS TO CERTIFY that PricewaterhouseCoopers Inc., the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of Northwest Angling Adventures Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia and/or the Supreme Court of British Columbia (In Bankruptcy and Insolvency) (the "**Court**") dated the 28th day of March, 2013 (the "**Order**") made in SCBC Action No. B-130433, Estate No. has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$100,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of the Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, British Columbia.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 201____.

PRICEWATERHOUSECOOPERS INC.,
solely in its capacity as Receiver of the
Property, and not in its personal capacity

Per:
Name:
Title:

In the Supreme Court of British Columbia

Re in the matter of the Bankruptcy and Insolvency of
Northwest Angling Adventures Ltd.

**ORDER MADE AFTER APPLICATION
(Model Receivership Order)**

BULL, HOUSSEY & TUPPER LLP
Barristers & Solicitors
3000 - 1055 West Georgia Street
Vancouver, B.C. V6E 3R3
Telephone: (604) 687-6575
Facsimile: (604) 641-4949
E-mail: litigation@bht.com
Attention: Steven D. Dvorak

SDD/cef

Matter# 13-2470

APPENDIX B

Comparison of Offers

Comparison of Offers
Northwest Angling Adventures Ltd

Description		Uehara		Aragon		MCR	
Transaction Summary							
Deposit Received		85,000.00		160,000.00		0.00	
Cash Consideration		850,000.00		950,000.00		500,000.00	
Total Estimated Costs		450,000.00		475,000.00		475,000.00	
Estimated Funds Available for Creditors		400,000.00		475,000.00		25,000.00	
Distribution Profile							
Secured Creditors	VALUE	\$	%	\$	%	\$	%
Lien Holders	214,791.67	214,791.67	100.00%	214,791.67	100.00%	-	0.00%
Employees	26,437.55	26,437.55	100.00%	26,437.55	100.00%	25,000.00	94.56%
Total Secured	241,229.22	241,229.22	100.00%	241,229.22	100.00%	25,000.00	10.36%
Balance Available for Unsecured Creditors		158,770.78		233,770.78		-	
Unsecured Creditors							
Michael Uehara	2,569,421.00	Nil	0.00%	175,752.05	6.84%	-	0.00%
Arms-length	848,209.47	158,770.78	18.72%	58,018.73	6.84%	-	0.00%
Total Distribution	3,417,630.47	158,770.78		233,770.78		-	
Customer Desposits	709,128.88	In Kind	100.00%	In Kind	100.00%	In Kind	100.00%

APPENDIX C

Asset Purchase Agreement dated May 16, 2013

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") made as of May 16, 2013,

BETWEEN:

**SPRING & ASH CREEKS W.M.U., LLC and MICHAEL UEHARA or their
assignee**

(the "**Buyer**")

AND:

PRICEWATERHOUSECOOPERS INC.

In its capacity as the Court-appointed Receiver of
Northwest Angling Adventures Ltd., and not in its personal capacity

(the "**Seller**")

WHEREAS:

A. The Seller is the Court-appointed Receiver of Northwest Angling Adventures Ltd. ("**Northwest**"); and

B. The Seller desires to sell or otherwise transfer to the Buyer and the Buyer desires to purchase from the Seller the right, title and interest of the Seller, in the Transferred Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms

As used in this Agreement, the following terms shall have the following meanings and grammatical variations of such terms shall have corresponding meanings:

"Accounts Receivable" means all accounts, notes, bills, trade accounts, volume rebates and trade receivables of Northwest, or such portion as remains owing to Northwest on the Closing Date.

"Agreement" means this asset purchase agreement including all exhibits and schedules and all amendments or restatements, as permitted.

"Bill of Sale" means the Bill of Sale in the form attached hereto as Schedule A.

"Buyer's Lawyers" means Gowling Lafleur Henderson LLP.

"Claims" means all claims, obligations, demands, costs, damages, expenses, losses, damages (including special, punitive, exemplary, consequential and indirect damages), charges, suits, orders, actions, proceedings (governmental, administrative or otherwise), judgments, reviews, inquiries, investigations, audits, obligations and debts, including interest, penalties, fines, court costs and reasonable lawyer's fees and disbursements, which relate to Liabilities.

"Closing" means the closing of the transaction contemplated by this Agreement.

"Closing Date" has the meaning specified in Section 2.3.

"Closing Documents" means the documents referred to in Sections 9.1 and 9.2 hereof.

"Court" means the Supreme Court of British Columbia, Vancouver Registry.

"Deposit" has the meaning specified in Section 2.2.

"Documents" has the meaning specified in Section 14.4.

"Encumbrances" means with respect to the Transferred Assets any financial charge, encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, charge, pledge, hypothecation, security interest, lien, restrictive or statutory covenant, lease, licence, assignment, option or claim, or right of any Person of any kind or nature whatsoever or howsoever arising which may constitute or become by operation of law or otherwise an encumbrance on any of the Transferred Assets.

"Equipment" means those assets set out in Schedule B. For greater certainty, the Equipment shall not include any assets leased by Northwest from any third parties.

"Foreshore Lease" means the Foreshore Lease issued by the Province of British Columbia used in and necessary for the operation of the Resort in its present location.

"Goodwill" means the goodwill relating to the business of Northwest and the Trade-marks, and the right of the Buyer to represent itself as carrying on the business of Northwest in continuation of and in succession to Northwest, including all telephone numbers, facsimile numbers, customer lists, documents, records, correspondence and other information related to the business of Northwest.

"Governmental Authority" means any Canadian federal, provincial, municipal or local or governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body or any other public agency.

"GST Election Form" has the meaning specified in Section 2.4.

"Intellectual Property" means all trade-marks, trade names, business names, service names, copyrights, patents, technology rights, inventions, computer software, internet protocol addresses and domain names associated with the business of Northwest including "kingpacificlodge.com",

trade secrets, know-how, industrial designs and other industrial or intellectual property and all applications therefor including, all licences or similar rights used by or granted to Northwest in connection therewith and including the Goodwill.

"Inventory" means all inventory and finished goods set out in Schedule B or such portion as remains in the possession of the Seller on the Closing Date. For greater certainty, the Inventory shall not include any assets leased by Northwest from any third parties.

"Law" means any Canadian federal, provincial, municipal or local, act, law, ordinance, regulation, rule, code, order, decree, judgment, policy, other requirement or rule of law, including the common law and its principles.

"Liabilities" means all costs, expenses, charges, debts, liabilities, amounts owing, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, secured or unsecured, accrued, contingent, known or unknown, absolute or otherwise.

"Morita Claim" means the secured or unsecured claim made by Morita Co. Inc. against Northwest for the amount of \$11,308,170.00.

"Mutual Condition" has the meaning specific in Article 8.

"Parties" means the parties to this Agreement and **"Party"** means any one of the parties to this Agreement, as the context requires.

"Person" means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity.

"Prepaid Deposits" means collectively all prepaid deposits received by Northwest or the Receiver from third party guests relating to reservations for accommodation or services associated with the Resort and **"Prepaid Deposit"** means any one such deposit.

"Purchase Price" has the meaning specified in Section 2.2.

"Receiver" means PricewaterhouseCoopers Inc., in its capacity as the Court-appointed Receiver of Northwest Angling Adventures Ltd., and not in its personal capacity.

"Records" means all books and records of Northwest including but not limited to, copies of all accounting records, permits, all customer and supplier lists, files, documents, books, manuals, research, reservations, price lists, correspondence and data bases, all in the form and on the medium or media used in the business of Northwest in connection with the Transferred Assets and the Resort.

"Resort" means the King Pacific Lodge and includes all facilities and services associated therewith.

"Tax" means any and all transfer taxes, goods and services taxes, harmonized sales taxes, value added taxes or license, registration and documentation fees and similar charges, but does not include income or disposition tax levied on the Seller arising by reason of the sale of the Transferred Assets.

"Third Party" means a Person who is not a Party.

"Transaction" means the transaction of purchase and sale of the Transferred Assets contemplated by this Agreement.

"Transferred Assets" has the meaning specified in Section 2.1.

"Uehara Claim" means the secured or unsecured claim made by Michael Uehara against Northwest for the amount of \$2,669,421.00.

"Vesting Order" means a vesting order substantially in the form of the draft order attached hereto as Schedule C, or as otherwise acceptable to the Buyer and the Seller.

1.2 List of Schedules

The following Schedules are incorporated in and form an integral part of this Agreement:

Schedule A	Bill of Sale
Schedule B	Equipment and Inventory
Schedule C	Vesting Order
Schedule D	Northwest Claim Releases

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 The Transferred Assets

Subject to the terms and conditions of this Agreement, on the Closing Date the Seller shall sell, transfer, assign and convey to the Buyer all of the right, title and interest of the Seller, if any, in and to the following assets free and clear of any and all Encumbrances, which shall be discharged effective upon the Closing Date:

- (a) Accounts Receivable;
- (b) the Equipment;
- (c) the Foreshore Lease;
- (d) the Inventory;
- (e) the Intellectual Property;
- (f) the Prepaid Deposits;
- (g) the Records of Northwest; and
- (h) all Claims of Northwest against Third Parties made under manufacturer's or seller's warranties with respect to the Equipment;

(collectively, the **"Transferred Assets"**).

2.2 Deposit and Payment of Purchase Price

Purchase Price

The aggregate purchase price (the "**Purchase Price**") payable by the Buyer to the Seller in consideration of the transfer of the Transferred Assets shall be \$850,000.00. There shall be no adjustments to the Purchase Price.

The Purchase Price will be satisfied by the Buyer by payment made by wire transfer, money order, certified cheque, bank draft or the Buyer's Lawyers trust cheque.

All Taxes payable in connection with the purchase and sale of the Transferred Assets shall be the responsibility of the Buyer and shall be paid as and when required by law in order to permit the consummation of the purchase and sale of the Transferred Assets as contemplated herein.

The Buyer shall pay the Purchase Price as follows:

- (a) \$10,000.00 by way of a non-refundable deposit (the "**Non-Refundable Deposit**"), which the Seller acknowledges has been paid by the Buyer to the Seller's solicitors, Bull, Housser & Tupper LLP;
- (b) \$75,000.00 by way of a further deposit (the "**Additional Deposit**") which, as of the date of the Agreement, has been paid by the Buyer to the Buyer's solicitors, Gowling Lafleur Henderson LLP, in trust; and
- (c) the balance of the Purchase Price shall be paid on the Closing Date as provided herein.

Deposit

The Non-Refundable Deposit shall be held in trust by the Seller's solicitors and the Additional Deposit shall be held in trust by the Buyer's solicitors, who are each hereby authorized and directed by the parties to deposit the same at interest with a Canadian chartered bank. Interest earned on the Non-Refundable Deposit and the Additional Deposit (together the "**Deposit**") shall be for the credit of the Buyer, unless otherwise stated herein. The Deposit and any interest accrued thereon shall be dealt with as follows:

- (a) if the Mutual Condition is not satisfied or waived in the manner and within the respective time provided in this Agreement, then the: (i) Additional Deposit together with the accrued interest thereon shall forthwith be returned to the Buyer; and (ii) the Non-Refundable Deposit together with the accrued interest thereon shall forthwith be released to the Seller; or
- (b) on the Closing Date, the Deposit shall be credited on account of the Purchase Price; or
- (c) if the Purchaser fails to complete the purchase of the Transferred Assets in accordance with this Agreement after all conditions to the Buyer's obligation to complete have been satisfied or waived or if the Buyer repudiates this Agreement,

then at the Seller's option the Deposit together with accrued interest thereon shall be forfeited to the Seller as liquidated damages, but without prejudice to any other rights or remedies of the Seller whether at law or in equity; or

- (d) if the Buyer is not in default of any of its obligations under this Agreement and the Seller fails to complete the sale of the Transferred Assets in accordance with this Agreement after all conditions to the Seller's obligation to complete have been satisfied or waived or if the Seller repudiates this Agreement, then the Deposit together with accrued interest thereon shall be refunded to the Buyer upon demand by the Buyer, but without prejudice to any other rights and remedies which the Buyer may have at law or in equity.

Neither the payment or forfeiture of the Deposit or accrued interest thereon to the Seller as a result of the Buyer's default under this Agreement nor anything herein contained shall in any way prejudice, limit or preclude the rights of the Seller to obtain from the Buyer, by an action for specific performance or otherwise, payment and satisfaction of the balance of the Purchase Price and performance of the Buyer's covenants and obligations hereunder or any additional damages or any other remedy available at law or in equity to the Seller.

2.3 Closing Date

Upon the terms and subject to the conditions of this Agreement, the sale, transfer, conveyance and assignment of the Transferred Assets as contemplated by this Agreement shall take place on the fifth day following the date that the Vesting Order is made and shall be held at the offices of the Seller's solicitors at 10:00 a.m. Vancouver time or at such other place or at such other time or on such other date as the Seller and the Buyer may mutually agree upon in writing (the "Closing Date").

2.4 Sales Tax Election

The Purchase Price does not include provincial sales tax ("PST") or goods and services tax ("GST"). Provided that the Buyer is a qualifying registrant, the Buyer and the Seller shall jointly elect, under subsection 167(1) of Part IX of the *Excise Tax Act* (Canada), that no GST be payable with respect to the purchase and sale of the Transferred Assets under this Agreement. The Buyer and the Seller shall make such elections (if available as determined by the Seller and the Buyer each acting reasonably) in prescribed form containing prescribed information and the Buyer shall file such elections in compliance with the requirements of the applicable legislation (the "GST Election Form").

2.5 Allocation of Purchase Price

The Purchase Price shall be allocated among the Transferred Assets in such a manner as the Buyer and Seller agree, each acting reasonably, on or before the Closing Date. Such agreement or allocation is not a condition precedent to completion of this Transaction. The Seller and the Buyer agree to cooperate in the preparation and filing within the prescribed periods of such elections under the *Income Tax Act* (Canada) and other taxation statutes as may be necessary or desirable to give effect to such allocation for tax purposes.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby warrants to the Buyer that the Seller is not a non resident of Canada under the *Income Tax Act* (Canada).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer represents and warrants to the Seller as follows:

- (a) The Buyer is a duly formed and registered company organized and existing pursuant to the laws of the jurisdiction of its incorporation.
- (b) The Buyer has the power and authority to execute and deliver this Agreement and the other documents and instruments contemplated herein or therein to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the documents contemplated hereby and the consummation of the transaction contemplated hereby and thereby have been duly authorized and approved by the Buyer.
- (c) This Agreement, and each of the other agreements, documents and instruments to be executed and delivered by the Buyer on or before the Closing, have been or will be duly executed and delivered by, and constitute the valid and binding obligations of the Buyer.
- (d) Neither the execution and delivery of this Agreement by the Buyer and the other documents and instruments contemplated hereby, the consummation of the transaction contemplated hereby or thereby, nor the performance of this Agreement and such other agreements in compliance with the terms and conditions hereof and thereof will (i) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority save and except as contemplated in Articles 7 and 8 hereof, (ii) result in a breach of or default (or give rise to any right of termination, cancellation or acceleration) under any Law, governmental permit, license or order or any of the terms, conditions or provisions of any mortgage, indenture, note, license, agreement or other instrument to which the Buyer is a party, or (iii) to the best of the Buyer's knowledge, violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Buyer.
- (e) The Buyer will be a registrant for purposes of Part IX of the *Excise Tax Act* (Canada) on the Closing Date and its registration number shall be provided as part of the Closing; or alternatively the Buyer will remit to the Seller all applicable GST.

ARTICLE 5 PREPAID DEPOSITS

5.1 Prepaid Deposits

The Buyer covenants to honour the Prepaid Deposits.

5.2 Reconciliation

On such date or dates as to be determined by the Buyer and the Seller, each acting reasonably, the Buyer will in each instance provide the Seller with a reconciliation with evidence in support thereof, satisfactory to the Seller acting reasonably, of the Prepaid Deposits that were applied towards amounts owing by those guests of the Resort who placed a Prepaid Deposit with Northwest and thereafter received the accommodation or other services from the Resort associated with the reservation booking and Prepaid Deposit placed by each such guest.

ARTICLE 6 ACKNOWLEDGEMENTS BY BUYER

6.1 "As Is, Where Is"

Except as expressly provided herein, the Buyer acknowledges that the Transferred Assets are purchased on an "as is, where is" basis and without any representation or warranty by the Seller of any kind and that the Buyer has inspected the Transferred Assets and will accept the same on the Closing Date in their state, condition and location existing as of the date of this Agreement, reasonable wear and tear excepted. The Buyer confirms that it has relied entirely on its own inspection, due diligence and investigation and acknowledges that the Seller has made no representations as to the accuracy and completeness of the Schedules.

ARTICLE 7 COVENANTS OR APPROVALS

7.1 Consents

The Buyer shall take, or cause to be taken, and the Seller shall as may be requested by the Buyer take or cause to be taken, all commercially reasonable actions and as may be necessary, proper or advisable to permit and diligently pursue completion of the transaction contemplated by this Agreement in accordance with the terms hereof, including obtaining the authorization, approval or consent of any Governmental Authority and shall co-operate with each other in connection therewith, including using all commercially reasonable efforts to obtain as soon as reasonably possible and in any event, prior to the Closing Date any consents required from any Governmental Authority having jurisdiction over the Transferred Assets, provided that the Buyer will fully indemnify the Seller against its reasonable costs and expenses incurred by the Seller for services requested by the Buyer in connection with obtaining the consents, if any, required under this Section 7.1.

7.2 Transfer of Transferred Assets

In connection with transfer and assignment of the Transferred Assets, the Seller shall at the request and sole cost of the Buyer take all such actions and do, or cause to be done, all such things at the request of the Buyer as shall reasonably be necessary in order to transfer or assign the Transferred Assets, including but not limited to the Intellectual Property and the Foreshore Lease, to the Buyer.

ARTICLE 8 REQUIREMENT OF COURT APPROVAL

The obligations of both the Seller and the Buyer to complete the transaction in the form contemplated herein is conditional (the "**Mutual Condition**") upon the Receiver obtaining the Vesting Order by May 24, 2013, and the Vesting Order not having been stayed, reversed, or dismissed as at the Closing Date. For greater certainty, expiration of the appeal period for the Vesting Order shall not be a pre-condition of the Buyer's or Seller's obligation to complete the within transaction.

The Buyer acknowledges that the Court approval process sometimes involves competing offers being made in Court and that one option open to the Court is to adjourn, or delay, the hearing of the matter to allow each of the potential buyers to submit to the Court a final sealed bid for the purchase of the Transferred Assets. In some cases the Court will rule on which sealed bid is approved on the same day. The Buyer should be present in Court on the date set for the application for Court approval and should be prepared to submit a further offer that represents its highest and best offer for the purchase of the Transferred Assets.

ARTICLE 9 CLOSING MATTERS

9.1 Seller's Closing Documents

On the Closing Date, the Seller will deliver the following to the Buyer's solicitor, on the condition that the same will only be dealt with in accordance with the procedure set out in Section 9.3:

- (a) a certified copy of the Vesting Order;
- (b) the GST Election Form signed by the Receiver on behalf of the Seller;
- (c) the Bill of Sale duly executed by the Seller, or Receiver, as applicable, together with such other deeds of conveyance, bills of sale, assurances, transfers, assignments, consents, and such other agreements, documents and instruments as may be reasonably required by the Buyer to complete the transfer of the Transferred Assets;
- (d) physical possession of the Transferred Assets; and
- (e) such documents necessary or desirable in the parties' mutual opinion, acting reasonably, to effect the assignment, transfer and sale of the Transferred Assets as

contemplated by this Agreement, to the extent not effected by the Vesting Order, in form and substance satisfactory to the Buyer, acting reasonably.

9.2 The Buyer's Closing Documents

On the Closing Date, the Buyer will deliver the following to the Seller's solicitor, on the condition that the same will only be dealt with in accordance with the procedure set out in Section 9.3:

- (a) payment of the balance of the Purchase Price pursuant to Section 2.2(c);
- (b) the GST Election Form, as countersigned by the Buyer; and
- (c) such other documents as may be requested by the Seller or the Receiver, as the case may be, acting reasonably.

9.3 Terms of Closing

None of the Closing Documents and monies will be dealt with before Closing until the deliveries contemplated by this Article 9 have been made and the conditions set out in Article 8 have been fulfilled or waived.

ARTICLE 10 POST CLOSING MATTERS

10.1 Waiver of Claims

The Buyer represents and warrants to the Seller that each of Michael Uehara and Morita Co. Inc. have, subject to the Closing of this Transaction, each respectively assigned to the Buyer the Uehara Claim and the Morita Claim. Forthwith following the Closing the Buyer shall deliver to the Receiver a release in the form attached hereto as Schedule D, executed by the Buyer, with respect to the Uehara Claim and the Morita Claim.

10.2 Consent Order

Concurrently with the delivery of the releases described in Section 10.1, each of the parties covenants with the other to forthwith, at each party's own cost, file a consent dismissal order, in a form acceptable to the Buyer and the Seller, in British Columbia Supreme Court with respect to all matters concerning the Uehara Claim and each party shall execute, file and deliver, as applicable, all such further documents and instruments as may be reasonably necessary in order to give effect to this Section 10.2.

ARTICLE 11 ADDITIONAL AGREEMENTS

11.1 Confidentiality Buyer

If the Closing fails to occur for whatever reason, thereafter, the Buyer agrees not to divulge, communicate or disclose, except as may be required by Law or for the performance of this

Agreement, or use to the detriment of the Seller or for the benefit of any other Person or Persons, or misuse in any way, any confidential information of the Seller related to the Transferred Assets. In the event that the Buyer is required to divulge, communicate or disclose any such confidential information pursuant to any Law, the Buyer shall promptly provide written notice to the Seller of such requirement so that the Seller may seek a protective order or other appropriate remedy (in which case the Buyer will cooperate fully). If no such protective order or other remedy is obtained, the Buyer will disclose only that portion of such confidential information which it is advised by counsel it is legally required to disclose.

11.2 Disclosure of Information

Without limiting the generality of Section 11.1, the Buyer acknowledges and agrees that in the course of the Buyer's due diligence in respect of the Transferred Assets, the Buyer may request and the Seller may disclose certain personnel records and other information related to Transferred Assets and/or the Business that may include "personal information" (the "**Personal Information**") as defined in and subject to the British Columbia *Personal Information Protection Act* ("**PIPA**"). For the purposes of Section 20 of PIPA:

- (a) the Buyer hereby confirms to the Seller that the Personal Information that the Buyer may hereafter request in the course of its due diligence is necessary in order for the Buyer to determine whether to proceed with the proposed purchase of the Transferred Assets; and
- (b) the Buyer hereby covenants and agrees that:
 - (i) prior to Closing, any Personal Information that the Seller discloses to the Buyer shall be used by the Buyer solely for purposes related to its due diligence and its proposed purchase of the Transferred Assets, and the Buyer shall not disclose or otherwise make available any of the Personal Information to any Person except employees, directors, officers and professional advisors of the Buyer with a need to know for the purposes of such due diligence and proposed purchase;
 - (ii) if the proposed purchase of the Transferred Assets does not proceed or is not completed, the Buyer will destroy or return to the Seller all of the Personal Information disclosed to the Buyer by the Seller in accordance with the Seller's instructions and/or pursuant to the Confidentiality Agreement; and
 - (iii) if the proposed purchase of the Transferred Assets is completed: (i) the Buyer shall only use or disclose the Personal Information for the same purposes for which it was collected, used or disclosed by the Seller, or as otherwise permitted by and in accordance with PIPA; and (ii) the Buyer shall notify the individuals who are the subject of the Personal Information that the purchase of the Transferred Assets has taken place and that their Personal Information was disclosed to the Buyer.

**ARTICLE 12
INDEMNIFICATION**

The Buyer shall indemnify, defend and hold harmless the Seller and its officers, directors, employees, agents and shareholders, and their respective successors and assigns from and against all Taxes payable in connection with the purchase and sale of the Transferred Assets.

**ARTICLE 13
TERMINATION**

13.1 Termination

This Agreement may be terminated at any time prior to the Closing Date, as the case may be:

- (a) by mutual written consent of the Buyer and the Seller;
- (b) by the Buyer or the Seller if any court of competent jurisdiction or other Governmental Authority shall have issued an order, decree or ruling, or taken any other action specifically restraining, enjoining or otherwise prohibiting the transaction contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed prior to the Closing Date; or
- (c) by either party if the conditions contained in Article 8 are not satisfied or waived prior to the applicable date for satisfaction of such condition.

13.2 Effect of Termination

Notwithstanding the termination and abandonment of this Agreement pursuant to Section 13.1, the provisions of Article 12 of this Agreement shall survive. Nothing in this 13.2 shall relieve any party to this Agreement of liability for breach of this Agreement.

**ARTICLE 14
MISCELLANEOUS**

14.1 Risk of Loss

Up to the time of the Closing, the Transferred Assets shall be and remain at the risk of the Seller.

14.2 Notices

Any demand, notice or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by facsimile copy addressed to the respective parties as follows:

- (a) to the Buyer:

Spring & Ash Creeks W.M.U., LLC
301 Forest Avenue
Laguna Beach, California 92651

Attention: Robert Fisher
Fax No.: N/A

With a copy to:

Gowling Lafleur Henderson LLP
Suite 2300, 550 Burrard Street
Vancouver, British Columbia V6C 2B5

Attention: Colin Brousson
Fax No.: 604-683-3558

(b) to the Seller:

PricewaterhouseCoopers Inc.
Suite 700, 250 Howe Street
Vancouver, British Columbia V6C 3S7

Attention: Neil Bunker
Fax No.: 604-806-7806

With a copy to:

Bull, Housser & Tupper LLP
Suite 3000 – 1055 West Georgia Street
Vancouver, British Columbia V6E 3R3

Attention: Steven D. Dvorak
Fax No.: 604-646-2560

or to such other address or facsimile number as any party may from time to time notify to the other party in accordance with this Section 14.2. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and if made or given by facsimile copy or other means of electronic transmission, shall be conclusively deemed to have been given on the day of transmittal.

14.3 Further Assurances

At any time and from time to time after the date hereof each of the parties hereto, at the reasonable request and expense of the other party hereto, will execute and deliver such other instruments of sale, transfer, conveyance, assignment, confirmation and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign to the Buyer and to confirm the Buyer's title to the Transferred Assets and to effectuate the transaction contemplated herein.

14.4 Entire Agreement

This Agreement together with the Schedules hereto and the other documents executed in connection herewith or referred to herein (together, the "**Documents**") embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of the Documents.

14.5 Modifications and Amendments

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto and, where same may be required, by order of the Court.

14.6 Assignment

Subject to the following sentence, no party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. The Buyer may assign its rights under this Agreement prior to the application for the Vesting Order and may assign its rights under this Agreement with respect to the other Transferred Assets upon three days prior written notice to the Seller, provided that no assignment will release the Buyer from its obligations under this Agreement.

14.7 Parties in Interest

This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Agreement.

14.8 Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the Laws of British Columbia and the federal laws of Canada applicable therein.

14.9 Headings and Captions

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

14.10 Counterparts

This Agreement may be executed in counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be made and evidenced by facsimile or other electronic means of transmission.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Buyer and the Seller have executed this Agreement as of the day and year first written above.

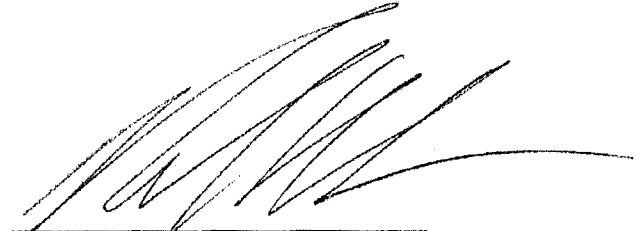
**PRICEWATERHOUSECOOPERS
INC.** in its capacity as Court-appointed
Receiver of Northwest Angling Adventures
Ltd., and not in its personal capacity

Per: 

Name:

Title:

NEIL BUNKER
Vice President.



MICHAEL UEHARA

**SPRING & ASH CREEKS W.M.U.,
LLC**

Per: _____

Name:

Title:

IN WITNESS WHEREOF, the Buyer and the Seller have executed this Agreement as of the day and year first written above.

PRICEWATERHOUSECOOPERS
INC. in its capacity as Court-appointed
Receiver of Northwest Angling Adventures
Ltd., and not in its personal capacity

Per: _____

Name: _____

Title: _____

MICHAEL UEHARA

SPRING & ASH CREEKS W.M.U.,
LLC

Per: _____

Name: _____

Title: *as authorized agent for*

SAK (MNO) and S/O it

as sign

SCHEDULE A

BILL OF SALE

THIS BILL OF SALE is made as of ●, 2013.

WHEREAS ● (the “**Buyer**”), and PricewaterhouseCoopers Inc. (the “**Seller**”) are, *inter alia*, parties to that certain asset purchase agreement, dated May 15, 2013 (“**APA**”), pursuant to which, amongst other things, the Seller agreed to sell and transfer to the Buyer, and the Buyer agreed to purchase from the Seller, all right, title and interest in and to the Transferred Assets, all on the terms and conditions more particularly set out therein;

NOW THEREFORE in consideration of the mutual covenants, promises and provisos contained in the APA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the APA.
2. As and from the Closing Date , the Seller hereby absolutely and irrevocably grant, bargain, sell, assign, transfer, convey and set over its interest, if any, in the Transferred Assets to the Buyer.
3. This Bill of Sale is delivered pursuant to, and is subject to, all of the terms and conditions contained in the APA. In the event of any inconsistency between the provisions of this Bill of Sale and the provisions of the APA, the provisions of the APA shall prevail. For greater certainty, the parties hereto expressly acknowledge and agree that the execution and delivery of this Bill of Sale and the transfer and sale of the Purchased Assets hereunder shall not operate to merge the rights or liabilities of the parties under the APA, all of which rights and liabilities shall survive the execution and delivery of this Bill of Sale in accordance with the terms of the APA.
4. This Bill of Sale shall be governed, construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
5. This Bill of Sale shall be binding upon the Seller and its successors and permitted assigns, and shall enure to the benefit of the Buyer and its successors and permitted assigns.
6. This Bill of may be executed in any number of counterparts, and delivered via facsimile or by electronic transmission in portable document format (PDF), and each such counterpart so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

B-2

IN WITNESS WHEREOF the parties hereto have executed this Bill of Sale as of the date first written above.

**PRICEWATERHOUSECOOPERS
INC.** in its capacity as Court-appointed
Receiver of Northwest Angling Adventures
Ltd., and not in its personal capacity

Per: _____
Name:
Title:

●

Per: _____
Name:
Title:

SCHEDULE B

EQUIPMENT AND INVENTORY

KPL 1 - Staff Lodge	
Item	Total
6' Fold up tables	2
Armoire	1
built in storage cabinets	
chair	40
Coffee Table	3
Computer Monitor	2
Couch	1
dining Tables	6
dresser	21
Fireplace (not working?)	1
First Aid Cot	1
Fooseball table	1
Fridge	2
King Mattress	1
lamps	36
Love Seat	1
Microwave	1
misc. first aid supplies	
pull out couch	4
queen bed frame	1
queen boxspring	3
queen mattress	3
Row Boat	2
Shelving Unit	1
side table	27
Single lounge chair	2
sink	16
Small Bar Fridge	1
stand up shower	16
Stand up vacuum	2
table	16
toilet	16
TV	3
twin box spring	12
twin mattresses	38
Twin Wood Bed Frame	15
Wicker Bench	1
Wrap around chair/couch system	1

KPL 2 - Guest Lodge	
Item	Total
area carpets (3 matching, 1 other)	4
Armoire	2
Bench Seat	4
Bench Seat - built in	1
Bidet	1
Built in bar & cooler	1
built in bench seat/storage	1
built in desk	1
Built in display case/drawers	2
built in dresser drawers	1
built in lockers	23
Built in mini fridge	1
built in vanity (no sink)	1
built in wrap around desk	1
Chest of 4 drawers	14
Coffe Table - iron/glass	1
Coffee Table	21
Coffee table - iron	1
cold plunge pool	1
Computer monitor	2
Computer towers	5
Couch - Fabric	3
Desk	15
Dining Chairs	48
Dining Tables	13
Double boxspring	1
Double Mattress	1
Double sided fireplace	1
Double Vanity	1
Driftwood lounge chair/footstool set	1
dry Sauna	1
Fly tying stations (desk with side drawers)	2
Hot tub	1
In room Fireplace	1
Jacuzzi Tub	1
keybox (keys for all rooms)	1
Kind Bed Frame (driftwood)	1
King Boxspring	1
King Mattress	13

Lamp	73
laserjet printer	1
leather couch	3
Leather couches	3
Long bookshelf	1
Lounge Chair & Foot Stool Set	18
massage tables	1
Merchandise display shelves/drawers	1
misc. lightbulbs/spa chemicals	
Modem/router things	2
Mounted shelving unit	1
Mounted towel warmers	2
mounted wrsp around shelving unit	1
Muskoka Chair	16
Muskoka Table	5
Ottoman	2
Patio bench	1
Patio chairs	14
patio table legs	16
phones	3
Queen Mattress	2
Queen Murphy Bed Frame (wall mounted)	2
Recumbent Bicycle	1
Roll-a-way bed	3
Round games table	1
satellite equipment	
Shuffleboard table	1
Side Table	45
Single cabinets	2
Single Lounge Chair	32
Single Vanity	18
slrius radio thing	1
small vanity	2
Soaker Tub	16
SONY flatscreen (42"?) TV	1
sound system	1
stand alone cabinet (decorative no drawers)	1
Stand up Fan	1
Stand Up Shower	17
Stand up shower	18
Stand Up Vacuum	1
Steamroom	1
Tall iron side table	1

Tall side table - iron	1
Tall side table - wood	1
Toilet	22
Towel cubbies	2
Treadmill	1
Twin Boxspring	32
Twin Mattress	20
WA -2 water filter	3
walk in showers	3
Wall Mounted Head Board	16
wheeled office chairs	3
wooden bench	1
Wooden Desk Chair	15

Art - KPL2

Art - 3 prints thomas Peschak
Art - canoe paddle "D.S.S"
Art - giant bear painting
Art - shells D . Wilde
Art - shells D . Wilde
DR Round carving?
Map - Princess Royal Island
Painting - Rosso - "frog"
Painting - "black waters"
Painting - "Crystal Space Flash"
Painting - "frogs"
Painting - "Gitshsan spawning salmon"
Painting - "Polar"
Painting - "story of Creation"
Painting - 4 shells - Dalibell?
Painting - David "Nasler's drum"
Painting - Deising "KW Crest Design"
painting - J morrison "tribel 2"
Painting - Morrison - "Tribal"
Painting - Morrison "rite of Passage"
Painting - Morrison "Tribal"
Painting - Reece - "Eagle box design"
Painting - single shell - Dalibell?
Painting - single shell - Dalibell?
Painting - single shell - Wilde
Painting - Vickers - "FlyFishing"
Painting - Vickers - "King Pacific Sunset"
painting - wood "eagle"
Painting -Dudoward "Iax'kee"
painting "beaming"
Painting Morrison "cycle"
Painting Rosso "elements2"
Painting Yiemens? "communication"
Paitning - 3 diff. shells - Wilde

Adventure Gear Inventory

ITEM	DESCRIPTION	Unit/ Measure	Close 12
Boots			
rubber boots	guest - size 1	each	1
rubber boots	guest - size 2	each	3
rubber boots	guest - size 3	each	4
rubber boots	guest - size 4	each	6
rubber boots	guest - size 5	each	8
rubber boots	guest - size 6	each	8
rubber boots	guest - size 7	each	9
rubber boots	guest - size 8	each	15
rubber boots	guest - size 9	each	9
rubber boots	guest - size 10	each	9
rubber boots	guest - size 11	each	9
rubber boots	guest - size 12	each	21
rubber boots	guest - size 13	each	6
rubber boots	guest - size 14	each	4
Camping			
chair	folding chair - blue	each	4
tarp	MEC tarp	each	2
tent	MEC tent	each	3
Cleaning Products			
brush	hand brush for floater suit cleaning - blue & white	each	2
sponge	peanut shaped for kayak cleaning	each	3
spray bottle	for camp suds & water	each	1
Floater Suits			
floater pant	guest - size S	each	13
floater pant	guest - size M	each	15
floater pant	guest - size L	each	25
floater pant	guest - size XL	each	16
floater pant	guest - size XXL	each	9
floater jacket	guest - size S	each	14
floater jacket	guest - size M	each	9
floater jacket	guest - size L	each	21
floater jacket	guest - size XL	box	13
floater jacket	guest - size XXL	each	10
floater jacket	guest - size XXXL	each	3
floater jacket hood	floater jacket hood - 2 buttons	each	26
Guest Amenities			
afterbite	Afterbite wipes - singles	1000/box	543

Hiking			
day pack	fanny pack, MEC - red & green	each	5
hiking pole	assorted	each	5
snowshoes	MSR snowshoes	each	3
Kayaking			
dry bag	10L	each	7
dry bag	20L	each	1
dry bag	35L	each	1
pogies	hand insulation for paddling	pair	4
gloves	neoprene - size M	pair	10
gloves	neoprene - size XL	pair	4
kayak boat straps	boat straps for tying down kayaks	each	4
kayak pump	orange/black, Scotty	each	10
kayak light	MEC	each	8
rudder cable kit	rudder cable repair kit	each	7
sprayskirt	MEC black	each	8
sprayskirt	Brooks black XL - 60" tunnel	each	2
throw bag	Northwater	each	7
Miscellaneous			
step stool	Rubbermaid	each	1
Paddles/Oars			
oar	assorted oars for canoes	each	7
oar	brand? - at Waterfall Lake	each	2
oar	Tyee boat oar	each	4
paddle	Aqua Bound paddle	each	4
paddle	Gulfstream Perception	each	7
paddle	Nimbus paddle	each	1
paddle	Sea Passage Perception paddle	each	5
Rain Gear			
water resistant pant	Stormtech - size S	each	7
water resistant pant	Stormtech - size M	each	4
water resistant pant	Stormtech - size L	each	7
water resistant pant	Stormtech - size XL	each	11
water resistant pant	Stormtech - size XXL	each	2
Safety			
PFD's	Lotus - size S/M	each	7
PFD's	Lotus - size L/XL	each	5
PFD's	Lotus - size XXL	each	1

Beer Inventory

Beer	Size	Closing Inventory 2012(cans)
Guests Beers		
Kokanee Light	6x.355L	47
Kokanee	24 x .355L	10
Stella Artois Can	6 x .330L	4
Granville Island English Bay Pale	6x.355L	18
Red Racer India Pale Ale	6x.355L	26
Howe Sound Larger	6x.355L	11
Powder Mountain Larger		12
Bowen Island Larger	6x.355L	9
Rocky Mountain Pilsner	6x.355L	21
Coor's Light (2011)	6x.355L	42
Total		

ITEM	Serial	Engine Serial	HP
Assets at Bridgeview Marine Price Rupert			
Boat #0	QQV180089A05	No Motor	
Boat #5	QQV18122A707	1B725991	115hp
Boat #3	QQV180076A05	No Motor	
Boat #11	QAEF9923D999	1B431699	90hp
Boat #4	QQV22001D03	1B7388214	115hp
Boat #12	ZQ0AC427G404	1B8380669	175hp
Boat #9 Mirage		1B431584	115hp
Boat #1	QQV220007A05	No Motor	
Boat #2 Armstrong		1B431700	90
Spare Motors			
115hp (Blown head)		1B429970	115hp
115hp (poor condition)		1B374424	115hp

KPL Dining Room Inventory

	DESCRIPTION	Unit/ Measure	2012
China			
Cappuccino Cups	Demitasse Cup	6"	15
Coffee Cup Saucers	Nikko	22cl	37
Coffee Cup Saucers	white, Nikko	each	39
Creamers	black	each	9
Espresso Cup	Coupe Demitasse Cup	10 cl	15
Espresso Cup	Demitasse Cups	8 oz	39
Espresso Saucers	Demitasse Saucer	12 cm	44
For Life Tea Pots		each	13
Latte Cups	Café au Lait Cups	11.5 oz	16
Leaf Bowls		each	7
Ramekins	black	each	16
Sake Cups	glazed black	each	22
Sake Flask	glazed black	each	5
Side Plates	white, Nikko	16 cm	50
Small Oval Eye Dishes	used for salt	11 cm	32
Small Yogurt Bowls		each	47
Square Dishes	Corner Handle/frite bowl	each	6
Stacking Butter Dish	white, Nikko	2.75"	23
Stacking Cereal Bowls	white, Nikko	10.5 cm	49
Sugar Bowls	black	each	12
Bar			
Bar Spoons		each	1
Bartender's Guide		each	1
Baskets	small	each	1
Bottle Openers	beer	each	1
Bottle Openers	antique fish	each	1
Corkscrews	Waiter	each	5
Cutting Board	Plastic	each	1
Cutting Board	wooden	each	2
Ice Buckets	Double Walled	each	3
Ice Buckets	small	2.8 Quart	4
Ice Scoops	1 for bar & 1 for ice machine	each	1
Cocktail Shaker	With Lids	12 oz	3
Martini Strainer		each	2
Plastic Pitchers	Large	each	1
Plastic Pitchers	small	each	1
Pour Spouts		each	3
Vacuvin		each	1
Vacuvin Stoppers		each	3
Wine Cooler		31 cm	3
Preservino Argon Cartridges		4/pkg	1
Preservino Cork Pack		2/pkg	1
Preservino Set - Metal		set	1
Service			
4 Section Nut Dish		each	1

Bento Box		each	19
Bread Baskets	twill lined	dozen	11
Bumble Bee Pails		each	1
Cast Iron Teapots		each	4
Chopstick Rest		each	27
Chopsticks		pair	47
Cigar Cutter		each	2
Coffee Air Pot		each	10
Coffee Thermos	black	each	3
Fireplace Baskets		each	2
Glass Cereal Holders		each	1
Glass Sorbet Bowls		each	8
Glass Tall Cereal Holders		each	3
Laquer Trays		each	6
Loose Tea Strainers		each	3
Peppermill	Peugeot, Blonde Wood	each	9
Platter	Wood (lg)	each	1
Porcelan Puddifot Tea Pots		each	2
Room Service Trays		each	2
Round Trays		each	5
Serving Laddle		each	3
Stainless Steel Insulated Pot		each	10
Sugar Cube Tongs		each	18
Tea Jars	Ikea	each	15
Tea Filterspoons		each	5
Waste Basket		each	2
Fireplace Tong & Poker Set		each	1
To Go			
Ice Packs		48/case	2
Insulated Cup Lids		100/box	4
Insulated Cups		100/box	4
Milkshke Straws	Large	500/box	16
Paper Dinner Napkins		200/box	4
Paper Lunch Bags		each	200
Parchment Paper	12x12	box	1
Picnic Baskets - Large		each	3
Plastic Forks		each	3000
Plastic Knifes		each	4000
Plastic Spoons		each	2000
Toothpicks		1000/box	8
Wax Paper	8x11	2000/box	1
Waxed Sandwich Bags	6x2x9	1000/box	200
Wooden Stir Sticks		1000/box	12
Ziploc Bags	Large	100/box	11
Ziploc Sandwich Bags		100/box	24
Cutlery & Utensils			
Crab Crackers		each	25
Crab Fork		each	32
Fork - Dinner/Table	WMF	each	72

Fork - Salad/Dessert	WMF	each	38
Fork - Salad Square		each	83
Kitchen Spoons		each	45
Knife - Bread/Butter	WMF	each	78
Knife - Dinner/Table	WMF	each	76
Knife - Fish		each	36
Knife - Steak	WMF	each	56
Pie Cutter	Vollrath	each	3
Pie Lifter	Vollrath	each	2
Small Spice Spoons	used for Salt	3"	12
Large Spice Spoons		3.5"	14
Serving Fork	Vollrath	each	19
Serving Spoon		each	1
Spoon - Canape	loop handle	each	38
Spoon - Espresso	Demitasse Spoon	each	18
Spoon - Dinner/Table		each	19
Spoon - Soup Oval	Large	each	67
Spoon - Soup/Dessert	WMF	each	83
Spoon - Tea/Coffee Spoon	WMF	each	119
Spoon - Teaspoon Square		each	106
Napkin Rings	native design	each	30
Glassware			
Decanter	1 lg 1sm	each	2
Glass - Classic Beer Pilsner		14.25 oz	14
Glass - Brandy Snifter	J.G. Durand	each	3
Glass - Brandy Snifter - Small		each	10
Glass - Champagne Flutes	Arcoroc - for Bar	each	22
Glass - Champagne Flutes	Vino Grande	6.5 oz	22
Glass - Highball Pilsner	for Pop/Highballs	each	25
Glass - Martini		7.5 oz	7
Glass - Old Fashioned Rocks	Islande	10.5 oz	16
Glass - Red Wine	Vino Grande	15 oz	37
Glass - Red Wine	Excaliber	10.25 oz	10
Glass - Sherry/port	Vigne	each	12
Glass - Sherry/port	Vino Grande	3.75 oz	10
Glass - Shooter	Assorted	each	15
Glass - Tumbler	Excaliber - for Water	12.5 oz	32
Glass - Tumbler	Excaliber - for Juice	7 oz	48
Glass - White Wine	Excaliber	8.25 oz	10
Glass - White Wine	Vino Grande	12 oz	42
Glass Jar w/lid		each	15
Water Pitcher		each	7
Wine Carafe	Small	each	8
Wine Carafe	Large	each	12
Accessories			
Candle Holder - Flat		each	4
Candle Holder - Outdoor		each	16
Candle Holder - Round		each	13
Candles - Torpedo		each	4

Chit Spike		each	2
Cigar Log Book		each	1
Vases - Large Square		each	3
Vases - Medium	Ikea Rectangle	22 cm	4
Vases - Small	Ikea Rectangle	14 cm	1
Vases - Tall Round		each	4
Matches	white	50/box	3
Equipment			
Stand Up Coffee Maker		each	2
Steamer	Cappuccino Machine Attachments	each	2
Toaster	4 Slice	each	1
Linens			
napkins	yellow	each	21
napkins	frette	each	19
napkins	green - linen	each	37
napkins	yellow - linen	each	17
napkins	sandalwood	each	40
napkins	Montreux Taupe	each	42
napkins	Montreux White	each	40
napkins	Fandango Ivory - Linen	each	82
Placemat	Ivory Checkered	each	40
Placemat	Organics - Mocha	each	61
Placemat	yellow /gold - new 2009	each	48
Placemat	Wicker	each	35
table cloth	Linen - Fandango Ivory	each	5
wool blankets	plaid - Blue/Green, Red	each	45
wool blankets	plaid - Orange/Yellow, Blue	each	1
wool blankets	Herringbone - Orange/Yellow	each	2
wool blankets	Herringbone - Red/Orange	each	2
burgundy laundry bags		each	2
white kitchen rags		each	

Engineering Inventory

Engineering - Belts

			2012
13C1150	Dayco Superblue Ribbon Belts - AP43	Each	1
AX33	Dayco V Belt	Each	4
5L350	Dayco V Belt	Each	2
AP26	Dayco V Belt	Each	1
AP32	Dayco V Belt	Each	3
AP27	Dayco V Belt	Each	1
15280	Dayco V Belt	Each	1
15285	Dayco V Belt	Each	1
A4950	Dayco V Belt	Each	2
AP50	Dayco V Belt	Each	2

Engineering - Boat Filters

35 8M0020349	Boat Filter	Each	8
81296 Q2 Fuel	Boat Filter	Each	10
Raycore S3220UL	Boat Filter	Each	10
35879885Q	Boat Filter		

Engineering - Coolant

49201 e	Coolant 4 litres	Each	12
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Engineering - Fuses

AGC-.5	Fuse - .5 Amp	Each	5
AGC-10	Fuse - 10 Amp	Each	24
AGC-15	Fuse - 15 Amp	Each	6
AGC-25	Fuse - 25 Amp	Each	6
AGC-30	Fuse - 30 Amp	Each	8
ATM 20	Fuse - 20 Amp	Each	10
ATM 30	Fuse - 30 Amp	Each	10
ATO 2	Fuse - 2 Amp	Each	5
ATO 7.5	Fuse - 7.5 Amp	Each	15
ATO 10	Fuse - 10 Amp	Each	20
ATO 15	Fuse - 15 Amp	Each	30
ATO 20	Fuse - 20 Amp	Each	24
ATO 30	Fuse - 30 Amp	Each	20
GMA 3 to 500 ma	GMA 3 to 500 ma	Each	12
GMA 300	GMA 300	Each	3
ATO 5 Amp	Fuse - 5 Amp	Each	10
ATO 3 Amp	Fuse - 3 Amp	Each	5
ATO 25 Amp	Fuse - 25 Amp	Each	10
AGC 6 Amp	Fuse - 6 Amp	Each	6
3AG 1 Amp	Fuse - 1 Amp	Each	3
3AG 3 Amp	Fuse - 3 Amp	Each	4
3AG 7.5 Amp	Fuse - 7.5 Amp	Each	4
ATM 2 Amp	Fuse - 2 Amp	Each	10

Engineering - Gases

1001 e	Acetylene	Each	1
1072 e	Oxygen Tanks	Each	1

Engineering - Gear Oil

Mercury Geal Lube	10 Litre Container		10
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Engineering - Gen Filters

BF 787 Fuel	Fuel Filters	Each	10
BF 788 Fuel	Fuel Filters	Each	10
LAF1246 2	Air Filters - KPL1	Each	5
LFF3417 2	Fuel Filters ge	Each	15
LFF3521 2	Fuel Filters ge	Each	15
LFF9013 Raycor	Fuel Filters ge	Each	14
LFP780 2	Oil Filters ge	Each	17
LF3959 Fleetguard	Oil Filters ge		6

Engineering - Gen Oil

GenO 201540	Gen Oil 20 Ltr 15/40	Each	15
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Engineering - Heli Filter

FW-125-25 Raycor	Heli	Each	2
BF-1239	Heli	Each	2

Engineering - Lightbulbs

602734	Trojan Sleeve	Each	3
602807	Trojan UV Lamp	Each	2
Bulb 12v TS	Bulbs - 12v	Each	9
Festoon	Festoon Bulbs	Each	9
Port Lamp	Port Lamp	Each	4
Starboard	Starboard Lamp - Green	Each	4
T90 Interior	T90 Interior Bulbs	Each	5

Engineering - Merc Harness

91 881826 2	2 Pin Harness	Each	1
91 991827 3	3 Pin Harness	Each	2
91 881824 6	6 Pin Harness	Each	1
91 884793A1	Harness	Each	1
91 804771 - test	Harness	Each	1
91 804772 - test	Harness	Each	1
91 804773 - test	Harness	Each	1
88 275 1A	Trim Relay	Each	2
87896620	Trim Switch	Each	3
Therm O	Thermostat O-Rings	Each	12
Ignition Switch	Ignition Switch	Each	1
Helm Control	Helm Control	Each	1
82751A3	Trim Relay		

Engineering - Merc Parts

27 863724	Exhaust Gaskets	Each	3
84 896537K24	Harness & Key Switch	Each	1
89 2864T06	Therm Housing	Each	2
89 8447T01	Power Trim	Each	1

Engineering - Misc Parts

11-1557-4	Moto Master Battery Charger 40AX	Each	5
13-F04	Wire Cup Brush	Each	1
30562	O-Ring Kit	Each	2
3-12959	Maytag Dryer Belts	Each	1
696NC	Bath Fan	Each	3
AGC Fuse Box	Fuse Box	Each	5
Bilge 25D	Bilge Pump - 500GPH/189 LPH	Each	8
Bilge Switch	Bilge Dash Switches	Each	4
Float Switch	Float Switch	Each	2
Garmin Sgl TR	Garmin Single Transducer	Each	3
High Water	High Water Detector	Each	5
Hummingbird Tr	Hummingbird Transducer	Each	1
Leg Zincs	Leg Zincs	Each	13
PQ3 e	Emery Cloth	Each	2
SP Socket	Spark Plug Socket	Each	3
SS Rail Mount Ant	Stainless Steel Rail Mount Antenna	Each	2
Tape Gr e	Painters Tape - Green	Each	2
Toggle Switch	Toggle Switch	Each	20
Water Noz e	Water Nozzle	Each	2
Weld Glass	Welding Glasses	Each	2
Whirlpool High Velocity Floor Fan 18 in		Each	1
Rope Spool		Spool	1
Toilet Pump	For Covered Boat	Each	1
10 x 32 Green Exterior Screws		Box of 250	1
14" Black Polymer Deluxe Wiper Blades		Each	8
Engineering - Motor			
Mariner 9.9	Mariner Outboard 9.9 - 4 Stroke	Each	1
Engineering - Oil			
35 87776 1K101	Oil Filters	Each	150
35 87776 7K01	175 Oil Filters	Each	28
Engineering - Prop for Repair			
P15rep	Prop - for repair	Each	5
Engineering - Prop for Repair			
DSK	Drive Sleeve Kits	Each	3
P15	Prop	Each	1
P13	Prop	Each	2
P17	Prop	Each	1
Engineering - Scotty			
1126 Socket	Socket	Each	7
2125 Set	Plug & Receptacle	Each	1
2126	Receptacle	Each	2
1128 Belts	Belts	Each	4
1129 Belts	Down Riggers Belts	Each	5
Engineering - Spark Plugs			
LFR-4A-1E	Spark Plug	Each	20

LFR-5A11	Spark Plug	Each	50
LFR-6A11	Spark Plug	Each	20
Engineering - Starters			
EFI 115	Starter	Each	2
Engineering - Tools			
013557W 1042C	Delta Drill Press	Each	1
2101 XP	Husqvarna Chain Saw 300	Each	1
2414DB	Makita Portable Cut-Off Saw	Each	1
3937553	Tensioner Pulley ge (Smart Power)	Each	2
4L6	Sledge Hammer - Tool Shed	Each	1
6509	Milwaukee Reciprocating Saw	Each	1
7065	Bench Grinder	Each	1
3W313	DeWalt 2 Speed Jigsaw	Each	1
87062C	Century Battery Charger - 6 to 12 V	Each	5
Batt Test	Battery Tester	Each	1
Bolt Cut e	Bolt Cutter	Each	1
C5 e	Pipe Crimper	Each	2
Carp Square	Carpenters Square	Each	2
Caulk Gun	Caulking Gun	Each	3
C-Clamp	C-Clamps	Each	3
Claw Ham	Claw Hammer	Each	4
Drill Cobalt	Jobber Drill - Cobalt Set	Each	5
DW236	Dewalt VRS Drill	Each	2
DW359	Dewalt Circular Saw	Each	1
DW411	Dewalt Palm Grinder	Each	1
DW831	Dewalt Angle Grinder	Each	2
Extend Cord	Extension Cord - 20 m	Each	5
Feeler	Feeler Gauge Set	Each	1
Gold Batt	Gold Plus Deep Cycle Battery	Each	18
Grease Gun	Grease Gun	Each	2
Hack Saw e	Hack Saw	Each	4
Hammer e	Hammer	Each	2
Heat Gun	Heat Gun Kit	10 pc	1
Hole Saw	Hole Saw Kit	Each	1
Jumper3	3' Electric Jumper	Each	1
Level Alum	Levels - Aluminum	Each	1
Level e	Level	Each	1
Lock Pliers e	Vice-grip Curved Jaw Locking Pliers	Each	7
Mech Vice e	Mechanics Vice	Each	2
P15 P15D3H	Rough Neck Manual Ratchet Puller	Each	2
Pipe Wrench e	Pipe Wrench	Each	11
Pry Bar e	Pry Bar	Each	2
Punch Chisel	Punch Chisel Set	12 pc	1
Rub Hammer	Rubber Hammer	Each	1
Screwdr P e	Philips Screwdriver	Each	10
Sealant Gun	Sealant Gun	Each	3
SJ Pliers e	Slip Joint Pliers	Each	4
Sledge e	Sledge Hammer	Each	1
Snips e	Snips	Each	2
TG Pliers e	Tongue & Groove Pliers	Each	1

Tubing Cut e	Tubing Cutter	Each	1
VA Blades	Vermont American Jigsaw Blades	10 Piece	1.7
Engineering - Water Filter			
Aquatrex LD 05 20	Water Filter	Each	15
ORC Disp Fil	Orc Dispenser Filters	Each	38
UDF 10-C-T	UDF 10-C-T Dispenser Filters	Each	40
Engineering - Wiring			
716-01	Wire - Black - 16GA - 100 ft	Each	1
716-05	Wire - Red- 16GA - 100 ft	Each	1
718-04	Wire - Green - 18GA - 100 ft	Each	1
718-07	Wire - Yellow - 18GA - 80 ft	Each	1
768003	Wire - Green - 18GA - 100 ft	Each	2
87-7010	Wire - Blue - 14GA - 30.48 m	Each	1
Wire Conn 1856	Wire Connector - Blue 16-14, 1856c	Each	100
Wire Conn 1900	Wire Connector - Yellow 12-10, 1900	Each	18
Wire Conn Blue	Wire Connection - Blue #1560	Each	30
Wire Red 12GA	Wire - Red - 12GA - 100 ft	Each	1
Wire Strip e	Wire Stripper	Each	3

Extra Fly Rod and Reel Inventory

Michael	Line	Length	Model	Location
		7 9'0"	SAGE Xi2 790-4	Joes Closet

Robert

Joe	7 10'0"	Scott - G1007A .80.68159
	8 9'0"	SAGE XP 890-4
	7 9'6"	Scott ARC - 957/4.146288
	10 9'6"	Scott STS 951 0/3
		1 - 59 inch Green Rod Case

Reels	Sage 300 Series Spool
	Sage 300 Series Reel

Rod and Reel Package

8 9'0"	SAGE FLIGHT - 890-4
	Reel SAGE 2080

KPL	8 9'0"	SAGE Xi2 890-4
	5 9'0"	SAGE Z Axis 590-4
	4 10'0"	SAGE XP 4100-4
	8 9'0"	Temple Fork Outfitters TiCr - Signature - Lefty Kreh

Reels	SAGE 3200
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Spools	SAGE 3300
	SAGE 3500 D
	SAGE 3500 D

First Aid Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Accessories			
blanket	wool - grey	each	13
blanket	pocket emergency blankets - silver	each	6
bowl	yellow bean shaped bowl	each	1
box	white box w/ stainless steel lid	each	1
cotton tip applicators	singles	each	80
Folding Bed	With Mattress	each	1
gloves	latex gloves w/o powder	100/box	0.5
neck brace	"tall" brace	each	1
neck brace	"regular" brace	each	1
oxygen tank	spare tank	each	1
res-q-vac	Res-Q-Vac - EZ1-S-1	each	1
resuscitation mask	CPR resuscitation mask	each	1
scissors	first aid scissors	each	12
spine board		each	1
spineboard straps		set of 7	1
splints	quick sam splints	each	5
splints	frames for sam splints	each	1
thermometer		each	1
tweezers		each	1
waste basket	sharps/biohazard waste basket	each	1
wrist brace	Lifebrand - size Medium	each	1
wrist support	Lifebrand - one size	each	1
Dressing			
2nd skin	1 1/2" x 2"	6/Box	3
bandages	triangle bandages - assorted	each	14
bandaids	knuckle	50/Box	0.26
bandaids	finger tip	50/Box	2
bandaids	Gauze Pads	4"x4"	1 Box
bandaids	Gauze Pads	7.6"x7.6"	1 Box
bandaids	knee	50/Box	0.36
bandaids	strip - large	100/Box	0.12
bandaids	butterfly closures	100/Box	0.33
finger cots		144/Box	0.4
gauze	gauze rolls - assorted	each	3
gauze	non adherent pad	3x4"	8
gauze	abdominal pad	30x40cm	9
tape	waterproof tape	1"	1
tape	waterproof tape	1/2"	0.5
tape	transparent tape - 3M	1"	1
First Aid Kits			
first aid kits	rubbermaid containers for boats	each	6
first aid kits	red first aid kits for kitchen	each	1
first aid kits	red first aid kit - OFA level 3	each	1
first aid guide book	first aid pocket book	each	6
report forms	Accident report forms	each	30

Medication			
allergy medication	Benadryl Allergy - exp 01/10	24/pkg	1.25
Epipen	Epipen Adult	each	1
Epipen	Epipen Child	each	1
ointment	Calomine Lotion - exp 03/15	250 ml	1
Topical Treatment			
saline solution	OcuFresh - 20 ml	each	3
ointment	Savlon 1:100	each	1
ointment	benzalkonium towelettes	100/Box	0.42
ointment	hydrogen peroxide	250 ml	4
ointment	Rubbing Alcohol	500 ml	1
soap	Camp Suds	each	0.75
soap	Super Germiphene	454 ml	0.75
soap	green soap	250 ml	1

Fly-fishing Inventory

ITEM	DESCRIPTION	Unit/ Measure	close 12
Wading Boots			
wading boots	Simms - size 14	each	2
wading boots	Simms - size 13	each	2
wading boots	Simms - size 12	each	3
wading boots	Simms - size 11	each	8
wading boots	Simms - size 9	each	5
wading boots	Simms - size 8	each	6
wading boots	Simms - size 7	each	3
wading boots	Simms - size 6	each	3
wading boots	Simms - size 5	each	7
Men's Waders			
gortex waders	lightweight Simms - mens XXL	each	3
gortex waders	lightweight Simms - mens XLK	each	7
gortex waders	lightweight Simms - mens XL	each	5
gortex waders	lightweight Simms - mens LG King	each	8
gortex waders	lightweight Simms - mens MK	each	4
gortex waders	lightweight Simms - mens SM	each	2
Women's Waders			
gortex waders	freestone Simms - womens LG	each	4
gortex waders	freestone Simms - womens MED	each	1
Fly Fishing Accessories			
mitten clamp w/ lanyard	(forceps)	5.5"	4
nipper w/ pin		each	5
oars	Carlisle 6 ft - yellow	each	2
oars	Cataract 7 ft - blue	each	2
raft repair kit	#3861	each	2
raft straps	NRS - 2ft 1"	each	4
raft straps	NRS - 3ft 1"	each	2
raft straps	NRS - 4ft 1"	each	2
raft	NRS - Red 12'	each	1
raft	NRS - Blue 12'	each	1
electric raft pump	NRS high speed inflator	each	2
strike indicators	Thill's - 5/8"	25/pkg	0.05
trout nets		each	1
valve adapters	LMV - assorted sizes	each	2
wonder pump 6	manual raft pump	each	2
Fly Lines			
Airflo depthfinder	30' sinkhead float running line - 300 grain WF9-FS	each	7
Airflo platinum tan	WF-5F	each	2
demo float line	Scientific Anglers - WF5-F	each	3
fly line backing	Fly Angler - 20 lb - 1500 yds	1500 yds	2
fly line backing	Fly Angler - 30lb - 1500 yds	1500 yds	1
Mastery Series fly line	Scientific Anglers - WF5F	each	4
Mastery Series fly line	Scientific Anglers - WF-10/11-F	each	2
Maxima ultra green	20 lb - 110 yds	each	3
Maxima ultra green	15 lb - 110 yds	each	2
Maxima ultra green	8 lb - 110 yds	each	7
Maxima ultra green	6 lb - 110 yds	each	2
Rio WF floating line	WF5F - camo green	each	10
Rio-density compensated sink tip	24ft - 200 g - yellow/black	each	2
Wetcel fly line	Scientific Anglers - WF5-Clear int.	each	6
Leaders, Tippets			
braided loop leader connections		4/pkg	2
Airflo leader	clear intermediate	10 ft	1
Tyger stainless steel leader	30 lb test	100 ft	1

Deep Blue tippet	6# - 6.6 lb test	100 m	3
Deep Blue tippet	46# - 47.6 lb test #20	100 m	2
Frog Hair tippet	1X - 13.1 lb test	100 m	3
Umpqua tippet	4X - 6 lb test	27 m	20
Umpqua tippet	6X - 3 lb test	100 m	7
Fly Tying Accessories			
bucktail colorado blade spinner spoons	Angelo's - #2	10/pkg	1
bead heads	gold - MED	pkg	2
bead heads	nickel- MED	24/pkg	8
fly tying bobbin		each	4
coneheads	3 mm - gold	10/pkg	3
coneheads	3 mm - nickel	10/pkg	3
coneheads	5 mm - gold	10/pkg	9
coneheads	5 mm - nickel	10/pkg	8
copper wire	copper - MED	each	1
copper wire	red - MED	each	3
danville thread	yellow - 6/0	each	4
danville thread	black - 6/0	each	5
danville thread	orange - 6/0	each	2
danville thread	pink - 6/0	each	4
danville thread	white - 6/0	each	3
danville thread	orange - size A	each	2
danville thread	peach	each	3
fly line winder		each	2
lead wire	0.025	each	2
monofilament thread	0.004	each	5
monofilament thread	0.006	each	4
plastic beads	4 mm - salmon red	1000/pkg	2
plastic beads	5 mm - salmon red	100/pkg	2
saltwater popper bodies	#2	10/pkg	1
scissors	fly tying scissors	each	3
stick on eyes	assorted colors & sizes	pkg	2
tinsel, diamond braid	silver	each	0.05
tinsel, diamond braid	pearl	each	0.05
Uni french wire	silver - LG	each	1
Uni french wire	gold - MED	each	1
uni mylar tinsel	gold/silver - size 14	each	1
uni thread	red - 3/0	each	1
uni thread	white - 3/0	each	1
vice-regal		each	2
Hooks			
Daii 1100	size 16	25/pkg	1
Daii 1100	size 18	25/pkg	1
Daii 1180	size 10	25/pkg	1
Daii 1180	size 12	25/pkg	3
Daii 1180	size 14	25/pkg	2
Daii 1280	size 6	25/pkg	1
Daii 1280	size 8	25/pkg	4
Daii 1710	size 8	25/pkg	2
Daii 1710	size 10	25/pkg	2
Daii 1720	size 6	10/pkg	1
Daii 1720	size 10	10/pkg	1
Daii 2170	size 6	25/pkg	2
Daii 2170	size 8	25/pkg	2
Mustad 34011	size 2	50/pkg	1
Mustad 34011	size 4	50/pkg	5
Mustad 34011	size 6	50/pkg	6
Mustad 92553	size 1/0	50/pkg	1
TMC 100	size 10	100/pkg	1
TMC 100	size 12	100/pkg	1

TMC 2457	size 6	100/pkg	1
TMC 3761	size 4	100/pkg	1
TMC 2761	size 8	25/pkg	1
TMC 5212	size 8	25/pkg	1
TMC 5212	size 12	25/pkg	1
TMC 5212	size 14	25/pkg	2
TMC 5263	size 6	100/pkg	1
TMC 600 SP	size 4/0	8/pkg	1
TMC 600 SP	size 6/0	10/pkg	1
TMC 600 SP	size 8/0	6/pkg	1
TMC 8115	size 4	25/pkg	1
TMC 7989	size 2	25/pkg	1
Reels/Spools			
reels	Ross Cimmeron 2	each	11
spools	Ross Cimmeron 2	each	2
reels	Ross Gunnison G-4	each	7
spools	Ross Gunnison G-4	each	2
reels	Ross Gunnison G-5	each	6
reels	Ross CLA 4	each	3
spools	Ross Gunnison G-5	each	3
reels	Reddington AL 11/12	each	2
spools	Reddington AL 11/12	each	2
reels	Lamson lightspeed LS4	each	5
Rods			
rods	Sage - 9150-4 - Spey	each	2
rods	Scott - 1590-4 - Spey	each	4
rods	Sage - VPS-590-4	each	3
rods	Sage - FLI-590-4	each	6
rods	Scott - SAS-590-3	each	6
rods	TFO - TIGR 5wt-4 - 9'	each	7
rods	TFO - TIGR 8wt-4 - 9'	each	4
rods	Scott - STS - 908-3	each	4
rods	Scott - SAS - 908-3	each	5
rods	Scott - STS - 909-3	each	3
rods	Scott - SAS - 909-2	each	3
rods	Scott - SAS - 1009-2	each	1
Safety			
bear cartridge launcher		each	2
bear cartridges	15 mm	6/box	15
bear spray	230 g	each	4
bear spray holsters	230 g	each	3
PFD's - RED	Mustang self inflating	each	4
CO2 cartridges	for red pfd's	each	1
Storage			
bags	Sage guide bags	each	5
fly briefcases	used	each	2
fly box	black	each	3

Games Room Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Books			
A Parisian from Kansas	Philippe Tapon	each	1
A Killer's Kiss	Lars Anderson	each	1
American Indians in the Marketplace	Brian C. Hosmer	each	1
Angela's Ashes	Frank McCourt	each	1
Art BC	Ian M. Thom	each	1
Bay/Sky	Joel Meyerowitz	each	1
Bears	Kevin Van Tighem	each	1
Beneath the Ice	Ben Apfelbaum	each	1
Bill Reid	Doris Shadbolt	each	1
Birds of North America	National Geographic	each	1
Birds of the Pacific Northwest Coast	Nancy Baron	each	1
Blood Lure	Nevada Barr	each	1
British Columbia	Douglas Leighton	each	1
British Columbia Wine Companion	John Schreiner	each	1
British Columbian Salmon	Pamela McColl	each	2
Brittle Stars & Mudbugs	Patricia K. Lichen	each	1
California	David Meunch	each	1
Canada, A Photographic Journey	Malak	each	1
Canada, The Land that Shapes Us	Yousf Karsh	each	1
Canada's National Parks	Tanya Lloyd	each	2
Canada's West Coast	Chris Cheadle	each	1
Cannibal's With Forks	John Elkington	each	1
Carlisle vs Army	Richard North Patterson	each	2
Castles of the North	Barbara Chisholm	each	1
Chardonnay & Friends	John Schreiner	each	1
Chef's Salad	Bill Jones	each	1
Dead Connection	Wildlife Worldwide	each	1
Death in Midsummer	Yukio Mishima	each	1
Deep Currents	Valerie Haig-Brown	each	1
Down from the Shimmering Sky: Masks of the Northwest Coast	Peter MacNair	each	1
Early Love and Brook Trout	James Prosek	each	1
Executive Orders	Tom Clancy	each	1
Exploring the Seashore	Gloria Snively	each	1
Eye of the Whale	Zadie Smith	each	1
Fly Fishing	Ralph Kylloe	each	1
Fly Fishing	Armand Eisen	each	1
Fly Fishing British Columbia	Karl Bruhn	each	1
Fly Patterns of BC	Art Lingren	each	1
Fly Patterns of Roderick Haig Brown	Art Lingren	each	1
Flywater	Grant McClintock	each	2
Fracture	Gordon Dickie	each	1
Giant Book of Puzzles & Games	Sheila Anne Barry	each	1
Giants: Colossal Trees of Pacific Northwest	Audrey Gescow	each	1
Great Bear Rainforest	Ian & Karen McAllistar	each	1
Greater Vancouver	Douglas Leighton	each	3
Guide to Shipwreck Sites	R.E. Wells	each	1
Guiding Lights	Lynn Tanod	each	1

High Above the Canadian Rockies	Russ Heint	each	1
Historical Maps of Canada	Michael Swift	each	1
Hummingbird Book	Donald & Lillian Stokes	each	1
Humpback Whales	Phil Clapham	each	1
Indian Fishing	Hilary Stewart	each	1
Inuit Art	Ingo Hessel	each	1
Islands at the Edge	Douglas & McIntyre	each	1
Kayak Camping	David Harrison	each	1
Kayaking in Paradise	Greg Rasmussen	each	1
Killer Whales	John Ford & Greame Ellis	each	1
King of the Mountain	Pete Fromm	each	1
Loons	Robert H. Busch	each	1
Mammals of British Columbia	Eder & Pattie	each	1
Merriam-Webster's Collegiate Dictionary		each	1
Monkeys on the Interstate	Jack Hanna	each	1
Mortal Prey	John Sandford	each	1
Nisga'a People of the Nass River	Thomas Berger	each	1
North America Birds	Isidor Jeklin	each	1
North America's Greatest Fishing Lodges	John Ross	each	1
Outside's Wilderness Lodge Vacations	Kimberly Lisagor	each	1
Over Beautiful British Columbia	Bruce Obie, Tony Owen, Russ Heint	each	1
Pacific Salmon	Childerhose & Trim	each	1
Pationate Slugs & Hollywood Frogs	Patricia K. Lichen	each	1
Peregrine Falcons	Candace Savage	each	1
Persistence & Change	Kenneth Campbell	each	2
Photography for Dummies	Russell Hart	each	1
Pierre Berton's Canada	Pierre Berton	each	1
Plants of Haida Gwaii	Nancy J. Turner	each	1
Plants of the Gitga'at People	Gitga'at Nation	each	1
Potlatch	Diane Hoyt-Goldsmith	each	1
Prince Ships of Northern BC	Norman Hacking	each	1
RCMP The March West	Fred Stenson	each	1
Reflections of a Siamese Twin	John Ralston Saul	each	1
River Walking, Songbirds & Singing Coyotes	Patricia K. Lichen	each	1
Robes of Power	Doreen Jensen	each	1
Rustic Style	Ralph Kylloe	each	1
Salmon in the Great Bear Rainforest	Jennifer Donnelly	each	1
Salmon Without Rivers	Jim Lichatowich	each	1
Shocking Beauty	Thomas Hobbs	each	1
Spring Creeks	Mike Lawson	each	1
Stikine	Gary Fiegehen	each	1
The Backard Astronomer's Guide	Terence Dickinson	each	1
The Black Canoe	Robert Bringhurst	each	1
The Canoe	Jim Poling, Sr.	each	2
The Chosen Ones	Sean Rossiter	each	1
The Complete Angler	Izaak Walton	each	1
The Death of an Irish Sea Wolf	Peter McGarr	each	1
The Elements of Fly Fishing	Simon & Schuster	each	1
The Emerald Sea	Diane Swason	each	2
The Estuary Flyfisher	Steve Raymond	each	1
The Flavors of Canada	Anita Stewart	each	1
The Forgetting Room	Nick Bantock	each	1

The Fraser River	Alan Haig Brown	each	1
The Immortal Beaver	Sean Rossiter	each	2
The Last Wilderness	David Suzuki	each	1
The Laws of Angling	Randy Voorhees	each	1
The Monster's of Templeton	William Lashner	each	1
The Place Where You Can be Yourself		each	1
The Race	Alafair Burke	each	1
The Seasons of a Fisherman	Roderick L. Haig Brown	each	1
The Sommerlier's Guide to Wine	Smith	each	1
The Sum of All Fears	Tom Clancy	each	1
The Summer He Didn't Die	Jim Harrison	each	1
The White Wine Companion	Spence	each	1
The Wood Duck and the Mandarin	Lawton Shurtleff	each	1
Things Fall Apart	Chinua Achebe	each	1
This Other Eden	Phil Tinley	each	2
Thompson River	Art Lingren	each	1
Totem Pole	Diane Hoyt-Goldsmith	each	1
Totem Salmon	Freeman House	each	1
Trail of the Wolf	R.D. Lawrence	each	1
Transients	John Ford & Greame Ellis	each	1
Trees, Shrubs & Flowers in BC	Bill Merilees	each	1
Trout	James Prosek	each	2
Trout & Salmon	R. Valentine Atkinson	each	2
Trout & Salmon of North America	Robert J. Behnke	each	1
Upstream	Charles Lindsey	each	3
Visions of the North	Don & Debra McQuiston	each	1
Watermark	Grant McClintock	each	1
Whales	Phil Clapham	each	1
Whales, Dolphins & Porpoises	Fisheries & Oceans Canada	each	1
Wild Wings	Michael Runtz	each	2
Wilderness First Aid	Linda Lindsey	each	1
Wildstream	Raincoast Conservation Society	each	1
Wolves	Thomas F. Waters	each	1
1000 Places to See Before You Die	Patricia Schultz	each	1
Games			
4 Children's Card Games		each	1
Chess		each	1
Coke Puzzle		each	1
Crib Board		each	1
Dominoes		each	2
Monopoly Junior		each	1
Play Station Game SSX Tricky		each	1
Playing Cards (Decks)		each	3
Scrabble		each	1
Shuffleboard Rocks	set of 8	8/set	1
Shuffleboard Table		each	1
Yahtzee		each	1
Wii		each	1

Kitchen KPL1 Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Dry Non-Food			
Plastic Deli Container Lids		500 Pack	0.8
Aluminium Foil Roll		18" x 1000'	0.5
Multi-Fold Brown Napkins		250 cts	0.5
Garbage Bags		100 Box	0.5
Coffee Filter Reg		1000 cts	1.5
Plastic Deli Containers		32 oz	300
Baking Cups		10/500 ct	3 Box
Plastic Deli Containers		500ml	400
Stainless Steel Scrubbers		12/box	2
Rubber Gloves		10 x 12 ct	1
Latex Gloves	Large	100	2 Box
China			
Small Bowls		each	2
Shallow Bowls		each	18
Brown Bowls		each	6
Glass Bowls		each	11
Coffee Mugs		each	72
Glasses		each	19
Plastic Cups		each	7
Dinner Plates		each	37
Dinner Plates	Small	each	16
Side Plates		each	5
Utensils			
Forks		each	33
Knives		each	24
Table Spoons		each	9
Tea Spoons		each	35
Soup Spoons		each	9
Kitchen Equipment			
Plastic Grey Bus Pans		each	24
Rolling Pins		each	1
Plastic Squeeze Bottles		each	6
Tongs		each	4
Wire Skimmers		each	1
Chinois		each	1
Pastry Brush		each	1
Pie Pans		each	2
Strainers		each	1
Wooden Spoons		each	2
Baking Sheet	Full Size	each	47
Baking Sheet	Half Size	each	12
Plastic Cafeteria Trays		each	21

Plastic Cambro	2 Quart	each	5
Plastic Cambro	4 Quart	each	2
Plastic Cambro	6 Quart	each	5
Cambro Lids	Large	each	2
Cambro Lids	Medium	each	12
Cambro Lids	Small	each	4
Colander		each	2
Cooling Rack		each	2
Frying Pans	Large	each	7
Frying Pans	Medium	each	4
Frying Pans	Small	each	4
Fryer Basket	Large	each	1
Fryer Basket	Small	each	2
Grater		each	4
Hotel Pan	2"	each	5
Hotel Pan	4"	each	2
Hotel Pan	6"	each	1
Hotel Pan Insert	1/3	each	3
Hotel Pan Insert	1/6	each	6
Hotel Pan Insert - Plastic	1/6	each	7
Hotel Pan Insert	1/2 - 6"	each	1
Hotel Pan Insert Lids	1/2	each	4
Kitchen Knives		each	4
Laddles		each	13
Rectangular Loaf Pans		each	3
Measuring Jug		each	2
Meat Slicer		each	1
Metal Muffin Pans		12 Cup	5
Metal Oval Serving Tray		each	8
Pizza Cutter		each	1
Pizza Pans		each	5
Potato Ricer		each	2
Potato Masher		each	1
Robot Coupe		each	1
Salad Spinner		each	1
Salt Shakers		each	6
Aluminium Sauce Pot		each	3
Ice Cream Scoop		each	4
Serving Spoons		each	12
Spatula Flippers		each	1
Spatulas		each	4
Stainless Steel Bowls	Assorted Sizes	each	11
Aluminium Stock Pot	With Lid	each	1
Water Jugs	For Juices - 2 Gal	each	4
Whisks		each	2

Kitchen KPL2 Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Dry Non-Food			
Scotch Bright Scouring Pads	No. 88	4 x 10 ct	4
Cutlery Fork Wooden		1 x 1000	2
Cutlery Knife Wooden		1 x 1000	2.5
Cutlery Spoon Wooden		1 x 1000	2
Towel Multifold Natural		16 x 250	0.125
Lid Dome Black	12 - 20 oz Hot Cup	1 x 1000	2.5
Bag Paper 10lb Kraft	6 x 4 x 13"	1 x 500	0.5
Straw Super	Black 6"	1 x 2500	0.33
Straw Super	Black 8"	1 x 2500	2.5
Glove Rubber	Medium Yellow	10 x 12	1
Foil Wrap		Roll	1
Bamboo Skewer	4" Knotted	1 x 1000	1
Pre-Wrapped Plastic Straws	8"	500	15.5
Film PVC Roll	Saran Wrap	2 x Roll	1
Coffee Filters		2 x 500 ct	2.5
Cheesecloth		70 yd	0.5
Paper Cup	Hot 16 oz White	1 x 1000	2.5
Bamboo Skewers	Rifle Style	25 x 100	8
Grill Bricks	8" x 4"	12 Box	0.66
Mop Heads		4 Pack	0.5
2 Ply Dinner Napkin		12 x 200 ct	1
Ultra Ply Dinner Napkin		8 x 100 ct	3
Ziploc Snack Bag		24 x 30 ct	0.5
2 Ply Bevy Napkin	White Swan	18 x 250	9
2 Ply Bevy Napkin	Sysco	18 x 250	3
Bag Ziplock	17.78cm x 19.69cm	1 x 500	1
Pad Scour	Med Duty Green	10 x 10	0.3
Sheet Silicone	16.5 x 24.5"	1 x 1000	1
First Aid Finger Cots	Medium	1 x 720	5.75
To Go Coffee Lid		1000 ct	1.5
Paper Coffee Cups		1000 ct	1
Scotch Bright Griddle Clean Pad		4 x 10 ct	1.75
Butcher Paper		1 Roll	1
Foodpak Cryovac		10 x 10 x 1000	0.2
Foodpak Cryovac		10 x 16 x 1000	1
Foodpak Cryovac		12 x 18 x 500	1
Stainless Steel Scrubbers		12 Box	3
Wooden Stir Sticks		1000 Box	11
Waffle Maker		each	1
Wood Pucks Bisquette		120 Box	1
Glad Sandwich Bags		24 x 100 ct	1
Biodegradable Fork		1000 ct	0.5
China			
Rectangle Square Dance Plates	13.25" x 5.5"	each	30

Round Deep Rimless Bowl	31cm	each	25
Revol Times Square Plates	9.75"	each	32
Revol Times Square Plates	11.75"	each	18
Nikko 8" Square		each	11
Kitchen Equipment			
Whip Cream Dispenser Cartridge		24 Box	4.5
Wooden Spoons	18"	each	7
Grey Rubbermaid Bus Pans		12 pack	9
Frying Pan	8"	each	5
Sauce Pot	10"	each	2
Sauce Pot	6"	each	4
Sauce Pot	8"	each	7
Bamboo Skewer		25/100 ct	0.75
Scotch Brite Light Scour Pad		40 ct	1.5
Black Roasting Pans	22" x 24" x 3.5"	each	2
Plastic Squeeze Bottles	With Lids	each	11
Plastic Funnels	.5L	each	1
Whip Cream Dispenser	1 Quart	each	1
Stainless Steel Tongs		each	2
Fine Wire Skimmers		each	2
Pie Pan	10" x 1.25" deep	each	8
Burger Spatulas		each	4
Plastic Cafeteria Trays		each	8
Plastic Cambro	12 Quart	each	2
Plastic Cambro	2 Quart	each	1
Plastic Cambro	22 Quart	each	5
Plastic Cambro	6L	each	11
Plastic Cambro	8L	each	1
Plastic Cambro Lid	Large	each	9
Plastic Cambro Lid	Medium	each	6
Plastic Cambro Lid	Small	each	5
Rubber Flipper		each	2
Pie Lifter		each	3
Can openers		each	1
China Cap Strainers	Coarse	each	2
Colander		each	2
Cooling Rack	Hotel Sized Pan	each	1
Cutting Boards	Large	each	3
Cutting Boards	Medium	each	2
Cutting Boards	Small	each	1
Fine Chinois	8"	each	2
Frying Pans	12"	each	7
Frying Pans	6"	each	2
Teflon Frying Pans	4"	each	4
Teflon Frying Pans	6"	each	4
Grater		each	2
Hotel Pan	2"	each	6
Hotel Pans	6"	each	5
Preforated Hotel Pan	1"	each	2
Preforated Hotel Pan	2"	each	1
Hotel Pan Insert	1/2	each	2

Hotel Pan Insert	1/2 Deep	each	3
Hotel Pan Insert	1/3	each	3
Hotel Pan Insert	1/3 Deep	each	2
Hotel Pan Insert	1/6	each	5
Hotel Pan Insert	1/6 Deep	each	11
Plastic Hotel Pan Insert	1/6 Plastic	each	7
Hotel Pan Insert	1/9	each	11
Kitchen Aid Mixer		each	2
Teflon 12"		each	1
Laddles	Assorted Sizes	each	13
Metal Measuring Cups		each	2
Mandoline Slicer		each	1
Meat Slicer		each	1
Cast Iron Pan		each	3
Pasta Roller		each	2
Pizza Pans	10"	each	7
Potato Ricer		each	1
All Clad Roasting Pans		each	1
Ring Mould	2.75"	each	3
Salad Spinner		each	1
5 Slotted Serving Spoons		each	3
Salad Serving Spoons		each	4
Stainless Steel Bowls	Assorted Sizes	each	21
Stainless Steel Strainer	20"	each	2
Immersion Blender		each	1
Whisk		each	4
Stainless Steel Serving Spon		each	3
Rubber Spatula		each	4
Chemicals			
Oven Grill Cleaner		4 x 946ml	2
Dish Rinse Ecotemp Ultra Dry		4 x 3.78L	4.25
Detergent Liquid Ultra Klene		4 x 3.78L	3
Dish Soap Wash Liq Lemon		4 x 1 Gal	0.25
Full Circle Powder		500g Jar	1.75
Full Circle Griner Cleaner		215g Jar	0.5
Full Circle Dairy Milk Wash		1L Bottle	0.75
Alcohol			
Guinness Pub Draught Can		8 x 440ml	1

Additional Kitchen Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Dry Non-Food			
Small Plastic Bottles	No Lid	each	9
Plastic Oil Dispenser		each	2
Rubbermaid White Plastic Bus Pan		each	3
Large Non Stick "Green Pan"		each	1
Vacuum Bags		10 x 10	0.25
Vacuum Bags		12 x 18	0.5
Vacuum Bags		10 x 16	0.5
Chocolate Bar Foils		1000 pack	0.5
Origami Bar Wrappers		200 Pack	2.5
Green Piping Bags	18"	100 Box	1
Disposable Piping Bags	14"	100 Box	1.3
Acetate paper		Roll	0.6
Blowtorch Propane Cannisters		each	1.5
China			
Reflections Plate	14"	each	11
Deep Nikko Bowl		each	16
Reflections Bowl	Serving Platter	each	1
Long Rectangle		each	3
Large Rim Bowl	Tafelstem	each	30
Gordon Ramsay Royal Doulton	3" Bowl	each	17
Sam + Squito Bowl	4"	each	17
Nikko Perception Bowl	3.5"	each	49
Asian Soup Spoon		each	21
Nikko Perception Plate	8"	each	40
Nikko Perception Plate	6"	each	50
Nikko Perception 1" Deep Bowl		each	37
Reflections Plate	10"	each	14
Square Bowl Platters - Nikko	12"	each	2
Square Bowl - Thomas Rosenthal	4.5"	each	1
Square Bowl - Thomas Rosenthal	6.5"	each	2
Large Glass Platter		each	1
3 Cavity Sorbet Dish - Nikko		each	2
Kitchen Equipment			
Maring Pro Toaster	2 Slice	each	2
Metal Salad Tongs		each	2
Plastic Tongs		each	2
Oyster Shucker		each	1
Bus Pan Lids		each	12
Metal Strainer		each	2
Soup/Stock Pot	12"	each	1
Stock Pots	18" & 20"		2
Deep Rondeau		each	1
Pots Lid Large		each	2

Pots Lid Medium		each	3
Pots Lid Small		each	1
Rubbermaid Plastic		each	2
Plastic Drip Tray		each	4
Rubbermaids		each	7
Large Brinning Bucket		each	4
Large Lids for Buckets		each	4
Plastic Squeeze Bottle	No Lid	each	6
Small Plastic Bottle	With Lid	each	3
Whip Cream Dispenser Cartridge		24 Box	4.5
Wooden Spoons	18"	each	5
Measuring Jug	1 Quart	each	1
Rolling Pins	Various Sizes	each	3
Stainless Steel Measuring Cup Set		each	1
Measuring Spoon Set		4 Piece Set	1
Plastic Funnels	.5L	each	2
Hi-Heat Spatula Scraper		each	4
Whip Cream Dispenser		each	1
China Cap Strainers - Fine	10"	each	1
Aluminium Pie Pan	1.25" Deep	each	1
Aluminium Angel Food Cake Pan		each	2
Blow Torch Nozzle		each	1
Non-Stick Bundt Cake Pan	10"	each	1
Stainless Steel Cake Ring	10"	each	2
Blue & Grey Dry Goods Bins		each	15
Icing Sugar Dispenser		each	1
H2O Bread Spray Bottle		each	1
Chocolate Sea Theme Mold		each	4
Cooling Rack - Hotel Pan Size		each	4
Big Crumble Dish		each	7
Cutting Board	Large	each	1
Cutting Board	Medium	each	1
Cutting Board	Small	each	1
Dome Mould Silicone	24 Cavaties	each	1
Flour Scoop		each	9
Fondue Set Copper		each	1
Gelato Machine		each	1
Glass Pie Plate	9"	each	1
Aluminium Ice Cream Scoops		each	1
Ice Cream Scoops	1 oz	each	2
Ice Cream Scoops	2 oz	each	1
Kitchen Aid Mixer		each	2
Chocolate Bar Mould	20g, 12 Cavaties	each	10
Loaf Pan	Various Sizes	each	8
Lollipop Mould	8 Portions	each	1
Metal Infuser		each	1
Mini Muffin Pans		each	3
Muffin Pans		each	3
Pyrex Baking Dish		each	1
Pyramid Mould Silicone	35 Cavaties	each	1
Tart Ramekins		each	4
Ice Cream Cambros		each	15

Resting Rack		each	4
Ring Mould	Various Sizes	each	33
Tart Ring	3.5"	each	33
Silpat	Full and Half Sized	each	4
Spice Grinder		each	1
Aluminium Springform Pans		each	2
Stainless Steel Tamis	20"	each	1
Wood Tamis		each	1
Non-Stick Tart Pan	12"	each	4
Non-Stick Rectangular Tart Pan		each	1
Whisk		each	3
Palette Scraper		each	1
Digital Scale	32 oz	each	1
Bread Scale		each	1
Bakon 5k Chocolate Melter		each	1
Heatgun		each	1
Garland Portable Induction Burners		each	2
Kitchenaid Blender		each	1

Lightbulb Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Lighting Accesories			
glass lamp shades	for KPL2 bathrooms	each	14
lamp shade holder	lamp shade holder with wooden ball	each	16
lamp shade holder	lamp shade holder with metal cap	each	19
lightbulb holders	for F13BX/827/ECO	each	20
red clamp spot lights		each	4
No Longer Required for KPL 2			
Bulb			
15W	GE Compact Fluorescent	each	20
15W	GE Mini Spiral	each	40
20W	GE Compact Fluorescent	each	20
26W	GE Compact Fluorescent	each	20
40W	Phillips Globe - clear - medium base (staff)	each	35
40W	Phillips Fluorescent U-tube	each	6
13W	GE Biax S Eco	each	24
12/22/32W	GE Spiral 3-way	each	10
50W	50 Watt Par 20 130 Volt 30 Degree Narrow	each	20
50W	50 Watt Par 30 130 Volt 40 Degree Flood Short	each	88
50W halogen	Galux halogen - 50W - 50mm - MR16	each	36
60W	Proline Standard Incandescent - A19	each	40
75W flood	Phillips floodlight	each	12
MISCELLANEOUS			
IN LIGHT BULB AREA			
1" felt surface protectors		Pack of 16	6
3/8" felt surface protectors		Pack of 75	2
Tyee boat metal tip		each	1
Present Inventory Items			
2008			
50PAR30/HIR/FL35	Potlight	each	8
FLE20HT2/2/SW	Table Lamp	each	2
90PAR38/IRD/WFL40 120V		each	18
60A/IF PROLINE 130	Chandeliers	each	20
FLE26HT3/2/SW	Floor Lamps	each	3
Lenses	Fixtures - Basement	each	18
4 Lamp Ballast	Kitchen	each	2
2 Lamp Ballast	Kitchen	each	2
FB32T8/TL841/Alto	U Shape F32T8	each	15
DE-LITH SLDI	Lens for Shower Fixture	each	12
3M Projection Lamp		each	2
45 Watt Floodlight		each	5
15W Spiral Wall Sconce, Shower Fixt		each	2

Liquor Inventory

Description	Size	Unit	Close 2012
Spirits			
Vodka			
Van Gogh	Espresso Vodka	bottle	1
Rum			
Appleton Estate 8 yr Reserve		750 ml	1
Appleton Estate V/X	Rhum Jamaica Rum	bottle	1.2
Bacardi	Gold	bottle	1.3
Bacardi Limon			0.25
Mailbu	Coconut Rum	bottle	1.6
Flor De Cana Extra Dry 4 year			0.5
Rye			
Canadian Club	Canadian Whiskey	bottle	5.8
Crown Royal	Canadian Whiskey	bottle	2.2
Scotch			
Ardberg 10yr	Single Malt Scotch Whisky	750 ml	2
Balvenie 12yrs	Single Malt Scotch Whisky	bottle	1
Bowmore 12 yr	Single Malt Scotch Whisky	750ml	3.8
Cao lia			0.8
Chivas Regal	Scotch Whisky	750 ml	0.5
Glenmorangie 10yrs	Single Malt Scotch Whisky	bottle	0.6
Justerini & Brooks	Single Malt Scotch Whisky	bottle	3.7
Laphroig 10yr			1.5
Talisker 10 year	Single Malt Scotch Whisky	bottle	1
Walker Red Label			0.06
Bourbon			
Jack Daniels Sour Mash	Tennessee Whisky	750 ml	2.6
Jim Beam	Kentucky Bourbon Whiskey	750 ml	0.6
Southern Comfort	Whiskey	750 ml	1.1
Cognac			
Courvoisier VS	Cognac	bottle	2
Hennesey VSOP	Cognac	bottle	1.2

Remy VSOP	Fine Champagne Cognac	bottle	1.2
Brandy			
Benedictine	DOM	bottle	1.5
Brandy & Benedictine	B&B	bottle	2.2
Calvados	Pere Magloire	bottle	3
Grand Marnier	Marnier-Lapostolle	bottle	0.1
Napoleon Brandy	St. Remy	bottle	1
Dupuis Marquis De Villard		bottle	1.6
VSOP		botle	
Liqueurs			
Amaretto	Disaronno	bottle	3.2
Crème de Cassis - L'Heritier Guyot	Blackcurrant Liqueur	bottle	4.2
Chambord	Black Raspberry	bottle	1.2
Cointreau	Liqueurs	bottle	0.7
Drambuie	Liqueur	bottle	0.2
Godiva Dark Chocolate	Liqueur	bottle	0.5
Harvey's Bristol Cream		750 ml	0.8
Kahlua	Liqueurs	bottle	2.8
Kirsch	Liqueurs	bottle	1.2
Lillet	aperitif	bottle	0.2
Limoncello	Liqueurs	bottle	0.7
Marie Brizard	Strawberry	bottle	2.5
Martini & Rossi Rosso	Liqueur	750 ml	0.1
Martini & Rossi - extra dry	Liqueur	bottle	0.8
Noilly Prat	White Vermouth	bottle	2
Ouzo - Tsantali	aperitif	bottle	1.8
Pastis (Ricard)	aperitif	bottle	0.8
Pernod	Licorice Liqueur	bottle	2
Pimms	Liqueurs	bottle	1.1
Sambuca - de Cesari Luxardo	Liqueur	bottle	2.1
Sourz-Apple Liqueur	Sour Apple	bottle	1.5
Ports			
Blackberry Port	Starling Lane	bottle	20
Madeira - Casa dos Vinhos	Port?	bottle	2.1
Penfolds Grandfather	Port?	750 ml	1
Ports Reserve			
Sonata 2002	Calona Vineyards	bottle	6
Taylor Fladgate	Tawny Port 20 yrs	750 ml	0.2

Sake			
Sake Sets	Murata	2 cup/1 fl	4
Mirai Sparkling Sake			5

KPL Office Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
General Office Supplies			
1" Binder - Black		each	4
3 Hole Punch		each	1
3" Binder - Black		each	2
9" x 18" Cream Paper	Back-up Menu Paper	each	100
AMEX Slips		100/pkg	4
Bulldog Clips	Jumbo	each	12
Calculator		each	1
Canadian & American Flags	assorted memorabilia	box	1
Clear Duotangs		each	5
Clipboards		2 Pack	4
Construction Paper		96 Pages	1
Copy Paper	8.5x11 Letter	500/pkg	2
Crayola 24 Pack		each	1
Credit Card Swiper		each	1
Dispenser Tape Black		each	2
Erasers		2/Pkg	2
File Folders		each	20
Glue Stick		each	2
Hanging Folders		each	50
Highlighters	Green	each	2
Highlighters	Yellow	each	2
HP Photo Paper	4x6	250/Pkg	2
HP Photo Paper	8.5 x 11	Pkg	1.25
KPL DVD		each	40
Label Maker		each	1
Lead Refills - .7mm	for pencils	144/Pkg	6
Legal Paper	8.5x14	500/pkg	2.5
Mastercard Slips		100/Pkg	2.5
Packing Tape		each	2
Paper Cutter		each	1
Paperclips	JUMBO	100/box	2
Paperclips	REG.	100/box	2
Pencil Sharpeners	Large	each	1
Permanent Markers	Black	each	1
Plastic Bags for Merchandise	12" x 3" x 18" - white	each	2
Push Pins		pkg	0.5
Rubber Bands		Bag	0.5
Rubber Stamp/Starr/Hummingbird	Kids Club	each	1
Rubber Stamp/Starr/Raven Circle	Kids Club	each	1
Rubber Stamp/Starr/Raven	Kids Club	each	1
Scissors		each	1
Scotch Tape		each	5
Sharpies Black Fine		12 Pack	1
St Jeans Cannery Brochures		each	10
St Jeans Processing Sheet		each	25
Staple Removers		each	2

Staplers		box	2
Town & Country Articles		each	2
Visa Slips		100/pkg	1
White Tape - 18mm	for Label Maker	each	1
Office Toiletries			
Sewing Kit		each	1
Equipment			
Balloon Time - Helium Tank		each	1
Bose Wave Radios		each	3
Digipower Adaptor/Charger		each	1.5
Convertible Easel		each	1
Laminating Machine	8x10 Sheets	each	1
Multicard Camera Memory Card Reader		each	1
Nikon Stableyes Binoculars		each	1
Roy Vikers Cooperman Book		each	1
Sony TRV 900 Handy Cam		each	1
Telescope	With Eyepiece, Tripod, Barlow	each	1

Salt Water Fishing Inventory

ITEM	DESCRIPTION	Unit/ Measure	Close 12
Boat Accessories			
anchor		each	7
boat fenders	A1 white & blue	each	7
dip net	Sea King - black - SK5000	each	11
dip net replacement bags		each	11
fish bonker	wooden & plastic	each	9
fish cooler	was for Commander	each	1
fishing spots map		each	10
gaff hook	24" - CG24 - wooden	each	15
harpoon pole		each	13
harpoon tip	Pete's	each	19
cannon ball holders	3 in 1	each	3
Downriggers			
manual downriggers	Scotty - complete - 30" arm	each	16
electric downriggers	Scotty - complete - 60" arm	each	17
brake handle kit	Scotty - manual	each	12
brake pads	Scotty	each	35
depthpower belt	Scotty - spare - No. 1129	each	4
downrigger cable	150 lb - 300 ft	each	5 x 100'
downrigger crimps		100/pkg	1.5
mounting bolt	Scotty - 1"	each	96
pedestal/swivel mount	Scotty - No. 1026	each	16
quick release	Scotty - #30 - No. 1172	each	54
replacement downrigger handle	Scotty - No. 1142	each	8
shut off stoppers	Scotty	24/pkg	105
Vacuum Packing			
poly vacuum fish bags	FP 1127 - medium - 11.6" x 27.3"	250/box	0.5
poly vacuum fish bags	FP5 0812 - chunk - 8.6" x 12.3"	500/box	0.5
Bait			
brining salt	Regal	40kg/bag	4
Reels			
reels			24
reels	Penn 310 Ti - level wind	each	2
reels	Penn 330 GTI - level wind	each	13
reels	Shimano 400S - spinning	each	1
reels	Shimano mooching reel - 1000GT & 2000GT	each	10
reels	Shimano mooching reel - 4000GT	each	5
reels	Shimano Sidestab 4000RD - spinning	each	4
reels	Shimano spinning reel - assorted	each	
Rods			
rods	Fronter X Mooching rod - STR 1263C - 10'6"	each	9
rods	Shakespear ugly stick - halibut	each	12
rods	Protack Sportsman Series mooching rod	each	6
rods	Diawa Heartland mooching rod	each	9
rods	Rapala RSC 1060M mooching rod	each	3
rods	Rapala RSC 660B Halibut rods	each	4
rods	Assorted Spinning Rods	each	6
rods	Shimano TDR Mooching	each	9
rods	Berkley Roughneck Halibut	each	4
rods	Shimano Technium TNC-M106M2	each	7
rods	Shimano - CVC M106M-2A	each	31
SW Electronics			
GPS/sounder	Garmin GPS map 178C Sounder	each	5 GPS still set on boats

SW Safety			
fillet glove - kevlar	size Large	each	1
fire extinguishers	for boats	each	10
flare gun kit	Orion - basic 6 - expired	each	1
key floats	yellow	each	20
throw lines		each	11
waterproof flashlight	includes 2 D batteries	each	10
waterproof matches	Coghlan's	4 boxes/pkg	6
SW Tools			
bait knife	6"	each	4
crimping pliers	red handle	each	12
fillet knife w/ spoon	Frost - #9152 - no knife	each	1
measuring tape		each	20
pliers	8" dragonfly stainless steel	each	18
roast beef slicer knife	11" - Sysco	each	4
sharpening steel	12" - Sysco	each	1
sharpening stones		each	4
weigh scale	fish weigh scale	each	1
wrenches	assorted	each	Bills Dept. C-B-TI
Tackle			
(dark green) hoochie	Yamashita - OG142R	5/pkg	9
(green clover) hoochie	Yamashita - OG78R	5/pkg	3
(green ghost) hoochie	Yamashita - OGX14R	5/pkg	2
(green glo) hoochie	Yamashita - OG208R	5/pkg	4
(purple haze) hoochie	Yamashita - O197R	5/pkg	4
(army truck) hoochie	Yamashita-OG60R	5/PKG	4
barrel swivels	#1	100/pkg	0
bead chain swivels	Angelo's - 105 lb - 6	100/pkg	1.5
cannon ball snubbers	Angelo's	each	40
cannon balls	10 lb	each	33
cannon balls	12 lb	each	2
coyote	#5 - glo/green - Luhr Jensen	each	7
coyote	#5 - nickel/noen green - Luhr Jensen	each	6
coyote	cop car	each	5
coyote	neon blue	each	6
flashers	Hotspot - red/silver	each	32
flashers	Hotspot - green/silver	each	14
flashers	Hotspot - purple haze	each	20
flashers	Triangle - black	each	4
flashers	Triangle - green	each	4
flashers	Triangle - yellow	each	4
flashers	Triangle - silver	each	4
mcmann scissor snaps	Angelo's - stainless - size 5	100/pkg	0.5
mustad 10/0	halibut	100/pkg	1 box circle hook
octopus 3/0	Gamakatsu - barbless RED - No. 75313-25	25/pkg	25
octopus 3/0	Gamakatsu - barbless SS - No. 75013-25	25/pkg	1
octopus 4/0	Gamakatsu - barbless RED - No. 75314-25	25/pkg	18
octopus 5/0	Gamakatsu - barbless RED - No. 73515-25	25/pkg	17
siwash open eye 4/0	Gamakatsu - No. 10014	6/pkg	14
siwash open eye 5/0	Gamakatsu - No. 10015	6/pkg	15
spreader bar	halibut - #451 - size 6 x 12"	each	24
tom mack	#5 - chrome - Luhr Jensen	each	11
tom mack	#5 - brass/chrome HH - Luhr Jensen	each	11
Assorted spoons			60

Spa Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Equipment			
AromaGeni Diffuser	Saje	each	1
CD Player		each	1
Diffuser Blend	House Warming	10ml	0.5
Diffuser Blend	Rain Forest	10ml	0.125
Portable Speakers	ipod docking station	each	2
Rubber Bowl	Large	each	4
Silver Bowl	Large	each	2
hot stone set		each	2
roaster	stone roasters	each	2
Stone Signature Set	With Manual	each	1
Thai Mat		each	1
towel cabinet	hot towel cabinet	each	2
wedge bolster		each	1
well being music		5/pkg	5
Yoga Blanket		each	2
Yoga Mat	Thick	each	2
Yoga Pillow		each	2
Yoga Eye Pillow		each	2
Foot Soaker	Bronze	each	1
Furniture			
clocks		each	2
stool	stationary	each	2
Stool	Wheel	each	1
table	portable massage table	each	2
table	stationary massage table	each	2
waste basket		each	3
Guest Amenities			
bra	disposable bra	each	3
thongs	disposable thongs - womens	each	30
Linens			
bath mats	blue	each	5
bath towels	beige	each	4
Bamboo Head Band	Adjustable	each	4
blanket	electric blanket for wraps	each	1
face rest cover	flannel face rest cover - natural	each	22
face rest cover	wool	each	2
fitted sheets	flannel - natural	each	15
flat sheets	flannel - natural	each	11
flat sheets	White	each	8
hand towels	white	each	20
pillow	large pillow	each	8
pillow	Steri pillow - 9" x 12"	each	4
pillow cases	flannel	each	4

Pillow Cases	White Large	each	24
Table Blankets	For Spa Tables	each	4
Towel	12 x 12 Terry White	each	16
Oil			
Cedarwood	1/2 oz	each	1
Citronella	1/2 oz	each	1
Dill	10 ml	each	1
Eucalyptus	1/2 oz	each	1
Fir	10ml	each	1
Fir	10ml	each	1
Geranium	10 ml	each	1
Grapefruit	1/2 oz	each	2
Grapeseed Oil	4L	each	0.5
Ginger	10ml	each	1
Marjoram	10 ml	each	0.875
Orange Essential	1/2 oz	each	1
Peppermint	10ml	each	1
Pine	10 ml	each	1
Rosemary Wild	10ml	each	1
Rosewood	10 ml	each	13.35
Spruce	10ml	each	1
Tea Tree	1/2 oz	each	1
Thyme	10 ml	each	1
Ylang Ylang	10 ml	each	1
Skin Products			
exfoliant	Gewhal bath salt	250 gr	8
Eye Soother	Bamboo Silk Lavender Eye Soother	3	1
lotion	Biotone Polar Lotion	16 oz	1
gel	Biotone Therapy Gel	3L	1
lotion	Deep Tissue Lotion	2L	1.8
oil	Replenishing Light Massage oil	200ml	1
lotion	Seaweed Body Butter	2L	1.8
cleanser	Glacial Purifying Cleanser	2L	1.5
exfoliant	Greentea Seaweed Salt Glow	2L	1
lotion	Glacial Warming Serum	1L	0.8
Mist	Glacial Revitalizing Mist	2L	0.5
Gel	Hydra Skin Renewal Gel	2L	0.5
mask	Lavender Facial Exfoliating Mask	.5L	1
Moisturiser	Lavender Moisturiser	.5L	1
Firming Mask	Seaweed Firming Mask	2L	1

Staff Store Inventory

ITEM	DESCRIPTION	Unit/ Measure	2012
Beverage			
Redbull			36
Food			
Chips		each	50
gum	Dentyne	each	1
L'Arabar		each	10
M+IKES			3
Mott's Apple Sauce			18
Nature's Valley granola bars	asst flavours	each	23
popcorn		each	36
power bar	assorted flavors	each	3
Protein Bar		each	24
skittles			22
skittles	Mini		20
Veg Bar Gluten Free			27
Batteries			
AA		each	60
C		each	13
D		each	4
General			
Mens Razor		each	52
Alarm Clock		each	1
Toothbrush		each	6
Lady Deo		each	3
Speed Stick		each	3
Bic Razors		each	10

Uniform Inventory

UNIFORMS		
Description	Size	2012
New		
Basic Black Vest - Mens		2
Basic Black Vest - Womens		1
Basic Black Vest - Womens		1
Seal Brown - Mens		1
Seal Brown - Mens		1
Seal Brown - Womens		1
Eddie Bauer White 3/4 Sleeve - Womens	S	1
Eddie Bauer White 3/4 Sleeve - Womens	M	1
Grey Stormtech Vest - Womens	S	2
Grey Stormtech Vest - Womens	M	3
Stormtech White Polo - Womens	M	2
Stormtech White Polo - Womens	XL	1
Stormtech Fleece Black - Womens	S	2
Stormtech Fleece Black - Womens	L	1
Stormtech MHT009 Sandstone	M	14
Stormtech MHT008 Brown	M	4
Stormtech MHT008 Brown	L	1
Used		
Stormtech Black Vest - Womens	M	1
Stormtech Black Vest - Womens	L	1
Stormtech Black Vest - Mens	M	1
Stormtech Black Vest - Mens	L	1
Stormtech Black Vest - Mens	XL	1
Red Polo - Mens	L	1
Polo Black - Mens	M	3
Polo Black - Mens	L	2
Polo Black - Mens	XL	2
Polo Black - Womens	M	3
Black T-Shirt - Womens	M	4
Black T-Shirt - Womens	L	2
Purple Polo - Women	L	2

Wine Inventory

		Closing Inventory 2012
Red 2010	Variatal 9 wines	
Tinhorn Creek	2008 Merlot	41
Road 13	Rock Pile	10
Rose		
Road 13	Honest John Rose	7
White 2010		
Red Rooster	2008 Viognier 2008	
Red Rooster	2010 Viognier	21
Arrowleaf	2007 Gewürztraminer	8
Black Hills	Alibi	2
Nk'Mip	Riesling	21
Young & Wyse	Amber	2
Tinhorn Creek	Chardonnay Black Reserve	62

SCHEDULE C
VESTING ORDER

SCHEDULE D

RELEASES

RELEASE

TO: NORTHWEST ANGLING ADVENTURES LTD. ("**Northwest**"); and

TO: PRICEWATERHOUSECOOPERS INC., in its capacity as Court-appointed receiver of Northwest (the "**Receiver**").

RE: Release and Waiver of Claim

WHEREAS:

A. Northwest filed an assignment in bankruptcy on March 14, 2013 and PricewaterhouseCoopers Inc. was appointed as trustee of the estate of Northwest (the "**Trustee**");

B. Morita Co. Inc. ("**Morita**") has filed with the Trustee a claim of debt against Northwest in the amount of \$11,308,170.00 (the "**Claim**");

C. Pursuant to an assignment dated May ___, 2013, Morita assigned to the undersigned all estate, right, title, interest, claim, demand and cause of action, both at law and in equity, including any supporting documentation, which Morita had in relation to the Claim;

D. Pursuant to the terms and conditions of the asset purchase agreement made between the undersigned and the Receiver, and made as of May 16, 2013. The undersigned agreed to release and waive all of its right, title and interest in and to the Claim on the terms set out in this Release.

1. For value received, the undersigned irrevocably releases Northwest, its directors, officers, employees, shareholders and representatives and its legal representatives, successors and assigns (all of those persons and entities being called the "**Releasees**") from all claims of any kind which the undersigned or its legal representatives, successors and assigns ever had, now have, or may in the future have against any of the Releasees by reason of any cause, whether known or unknown, arising from, connected with, or in any way related to the Claim.

2. The undersigned represents and warrants to the Assignee that it has not previously pledged, assigned or encumbered the Claim which the undersigned is releasing in this Release.

The provisions of this Release will be binding upon the undersigned and its legal representatives, successors and assigns.

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The undersigned has executed this Release this ● day of May, 2013.

●

Per: _____

Name: ●

Title: ●

RELEASE

TO: NORTHWEST ANGLING ADVENTURES LTD. ("**Northwest**"); and
TO: PRICEWATERHOUSECOOPERS INC., in its capacity as Court-appointed
receiver of Northwest(the "**Receiver**").
RE: Release and Waiver of Claim

WHEREAS:

A. Northwest filed an assignment in bankruptcy on March 14, 2013 and PricewaterhouseCoopers Inc. was appointed as trustee of the estate of Northwest (the "**Trustee**");

B. Michael Uehara ("**Uehara**") has filed with the Trustee a claim of debt against Northwest in the amount of \$2,669,421.00 (the "**Claim**");

C. Pursuant to an assignment dated May __, 2013, Uehara assigned to the undersigned all estate, right, title, interest, claim, demand and cause of action, both at law and in equity, including any supporting documentation, which Uehara had in relation to the Claim;

D. Pursuant to the terms and conditions of the asset purchase agreement made between the undersigned and the Receiver, and made as of May 16, 2013. The undersigned agreed to release and waive all of its right, title and interest in and to the Claim on the terms set out in this Release.

1. For value received, the undersigned irrevocably releases Northwest, its directors, officers, employees, shareholders and representatives and its legal representatives, successors and assigns (all of those persons and entities being called the "**Releasees**") from all claims of any kind which the undersigned or its legal representatives, successors and assigns ever had, now have, or may in the future have against any of the Releasees by reason of any cause, whether known or unknown, arising from, connected with, or in any way related to the Claim.

2. The undersigned represents and warrants to the Assignee that it has not previously pledged, assigned or encumbered the Claim which the undersigned is releasing in this Release.

The provisions of this Release will be binding upon the undersigned and its legal representatives, successors and assigns.

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The undersigned has executed this Release this ● day of May, 2013.

●

Per: _____

Name: ●

Title: ●