

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 SECOND REPORT TO COURT
[Prepared for the June 12, 2013 Court Hearing]**

June 10, 2013



**NORTHWEST ANGLING ADVENTURES LTD.
RECEIVER’S SECOND REPORT TO COURT**

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1. INTRODUCTION & BACKGROUND

- 1.1 Northwest Angling Adventures Ltd. (the "Company") was assigned into bankruptcy by its sole shareholder on March 14, 2013 and PricewaterhouseCoopers Inc. ("PwC"), was appointed Trustee in Bankruptcy (the "Trustee").
- 1.2 As a result of a dispute over the validity of a secured claim and the need to initiate a sales process to preserve the value of assets concerned, the Trustee applied to the Court for the appointment of a Receiver to enable the commencement of a sales process. On March 28, 2013 the Court appointed PwC as Receiver of the Company.
- 1.3 The secured claim for approximately \$2.6 million remains in dispute and was filed by Michael Uehara ("Uehara") who was the President of the Company. On May 16, 2013 the Receiver entered into an asset purchase agreement with 0970852 B.C. Ltd. ("097") and Uehara was associated with 097.
- 1.4 On May 24, 2013, the Court approved a sale of the Company's assets to 097. On the scheduled closing date of May 31, 2013, 097 failed to complete the purchase of the Company's assets. Further, as of the end of business on Friday June 7, 2013, 097 was not in a position to complete the purchase.
- 1.5 The purpose of this, the Receiver's second report, is to provide information to the Court in support of the Receiver's application to the Court for approval of the sale of the Company's assets and undertakings to Hearthstone Investments Ltd. ("Hearthstone") pursuant to an Asset Purchase Agreement dated June 7, 2013 (the "Alternate APA").

2. 097'S FAILURE TO CLOSE

- 2.1 The asset purchase agreement with 097 required the sale to close on May 31, 2013 unless mutually agreed otherwise. The Receiver tendered executed copies of the closing documents to 097, but 097 failed to complete the sale. In the mid afternoon of May 31, 2013, counsel for 097 ("Gowlings") advised the Receiver that it had been instructed that Mr. Fisher, the principal of 097 responsible for funding the transaction, had suffered from carbon monoxide poisoning as a result of a gas leak in his house, and requested an extension for closing until Tuesday June 4, 2013. Gowlings also advised the Receiver that 097 was not ready to close and that 097 had not provided sufficient funds to complete the transaction.

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- 2.2 The Receiver considered 097's initial request for an extension of the closing date and its subsequent request made on Wednesday June 5, 2013. The Receiver was appreciative of the frequent and forthright communication from Gowlings regarding the unfortunate medical circumstances of Mr. Fisher. Notwithstanding, the Receiver had certain concerns with granting an extension as set out below:
- 2.2.1 097 had not provided Gowlings with funds sufficient to close the transaction. As of June 7, 2013, Gowlings was still not in receipt of the funds. The Receiver understands that 097 was receiving its funding from an investment fund based in the United States which Mr. Fisher manages. In the Receiver's experience, a wire transfer from the United States can often take one business day to be completed. As the asset purchase agreement with 097 had set the closing to take place at 10:00 am on Friday May 31, 2013, the Receiver would have expected that funding would have been arranged no later than the end of business on Thursday May 30, 2013. As a result, the Receiver does not believe that Mr. Fisher's exposure to the gas leak on the evening of May 30/morning of May 31 should have interfered with the provision of funds to Gowlings. The Receiver became concerned that 097 had not taken all the steps to prepare itself to complete the transaction and would not have been in a position to close regardless of Mr. Fisher's medical condition.
- 2.2.2 For over a week, the Receiver has had no certainty that Mr. Fisher would be medically fit and capable of completing the sale. As of the end of business on Tuesday June 4, Gowlings had had no contact with Mr. Fisher since May 30, 2013 and could not confirm the status of Mr. Fisher's medical condition. On Wednesday June 5, Gowlings was in a position to confirm that Mr. Fisher had received medical treatment for carbon monoxide poisoning, but also advised that the investment fund which was advancing monies to 097 would not proceed until Mr. Fisher was "back and functioning". At this time, Gowlings requested an extension to Monday, June 10, 2013. As of the end of business on Friday June 7, 2013, Gowlings had not confirmed whether Mr. Fisher was "back and functioning", or that the investment fund had advanced the funds necessary to complete the transaction.
- 2.2.3 The Receiver was concerned that additional delays would erode its ability to secure another purchase offer in the event that 097 did not complete its purchase if the requested extensions were granted. The Receiver had developed its sales process with a short time frame in order to allow a purchaser an opportunity to

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operate the lodge during the summer 2013 operating season that typically commences June 1, and ends in late September. As described in the Receiver's First Report, the Receiver had agreed to work exclusively with 097 to finalize its letter of intent to conclude a share sale. During the exclusivity period, 097 failed to engage legal counsel in a timely way, and ultimately engaged counsel to prepare the proposed form of agreement only after receiving an ultimatum from the Receiver. This resulted in a one week delay. Despite Gowling's frequent attempts to keep the Receiver informed, the Receiver was unable to assess with any certainty the extent of the potential delay arising from Mr. Fisher's medical condition.

- 2.3 The Receiver advised Gowlings that it would not grant an extension until 097 met the following conditions:
 - 2.3.1 097 provided evidence that all required funds had been transmitted to Gowlings;
 - 2.3.2 Gowlings agreed to release to the Receiver the deposit, which it held in trust, and which had been forfeited due to 097's default in completing the transaction on May 31; and,
 - 2.3.3 097 agreed to a further deposit.
- 2.4 Gowlings has released the deposit to the Receiver. However, neither of the remaining two extension conditions have been met by 097. Gowlings has provided the Receiver with a copy of a bank statement for an account owned by the investment fund which is expected to advance the monies to 097. The account contains sufficient funds to complete the sale but given the continued uncertainty surrounding Mr. Fisher's medical condition, no commitment was provided by the fund to advance the monies to 097. As a result, the Receiver has not granted an extension to 097.

3. SECURING AN ALTERNATE PURCHASER

- 3.1 In light of the uncertainty surrounding 097's ability to complete its purchase, the Receiver concluded that it should seek an alternate purchaser without delay. To expedite the process, the Receiver simplified the offer bid terms and limited discussions to qualified prospective purchasers who had previously submitted bids.

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- 3.2 During previous rounds of bidding, purchasers were given the opportunity to include in their offer a term whereby bidders could offer a compromised payment to the Company's shareholder, who held a claim for approximately \$11.3 million. This required negotiation of the compromised amount with the Company's shareholder, but provided the opportunity to make more funds available to the Company's arms-length creditors. To simplify the process to secure an alternate bid, the Receiver instructed bidders to remove that term.
- 3.3 Key terms of the bids, aside from the cash consideration offered, were to include:
- 3.3.1 Customer deposits paid for trips to take place during the summer 2013 season would be honoured;
 - 3.3.2 Assets purchased included those as outlined in the Confidential Information Memorandum circulated by the Receiver during the sales process;
 - 3.3.3 No conditions to the bid other than court approval;
 - 3.3.4 The full purchase price would form the deposit that became non-refundable once court approval of the sale was obtained. This deposit would be provided to the Receiver's counsel and held in trust within one day of acceptance of the bid;
 - 3.3.5 The purchaser would be responsible for seeking consent to the assignment of the foreshore lease; and,
 - 3.3.6 The purchaser would execute an asset purchase agreement in the standard form provided by the Receiver within one business day of acceptance of the bid.
- 3.4 During the last round of bidding, which resulted in the asset purchase agreement with 097, one bidder, MCR Investments Ltd. ("MCR"), dropped its bid from the value contained in its initial expression of interest from \$1.31 million to \$500,000. MCR advised that this was due to new information it obtained regarding the cost to re-condition the hulls for the two floating lodges owned by the Company. A shipyard that was familiar with the barges advised MCR that it believed that the cost to re-condition the barges exceeded the Company's estimates as presented in the Confidential Information Memorandum provided to prospective purchasers. The Receiver discussed this new

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information with 097 prior to seeking court approval of the sale to 097. 097 did not modify its purchase price as a result of this information.

- 3.5 Given that the values offered by two of the original four bidders were established without the benefit of this new information and exceeded MCR's last bid price, the Receiver approached these two bidders to determine their level of interest in re-submitting their previous bid or a new bid. The previous bid from Aragon Properties Ltd. ("Aragon") provided the second best value to the Company's creditors after the bid by 097, and Hearthstone's bid provided the third best value.
- 3.6 Aragon revised the cash consideration in its bid from \$1.5 million (reported as \$950,000 net of the \$550,000 payment to the Company's shareholder in respect of its claim against the Company in the Receiver's report dated May 21, 2013) to \$1 million.
- 3.7 Hearthstone submitted a bid with cash consideration of \$1.15 million.
- 3.8 Prior to accepting an alternate bid on the morning of Thursday June 6, 2013, the Receiver considered the status of 097. Mid day, on Wednesday June 5, 2013, Gowlings had updated 097's request for an extension to June 10, 2013 and advised the following:
 - 3.8.1 097 intended to complete the transaction;
 - 3.8.2 The investment fund had sufficient monies to advance to 097 and Gowlings provided a copy of the bank statement discussed previously. However, the fund would not advance funds to 097 until Mr. Fisher's medical condition was such that he was "back and functioning";
 - 3.8.3 Mr. Fisher believed that he would be "back and functioning" towards the end of the week;
 - 3.8.4 The forfeited deposit would be delivered that day.
- 3.9 Despite the foregoing, the Receiver concluded that it should proceed with accepting an alternate bid on the morning of Thursday, June 6, 2013 in light of the following:
 - 3.9.1 No specific information was provided about Mr. Fisher's prognosis by a medical professional and there was no certainty when the investment fund would conclude

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when Mr. Fisher was “back and functioning”. Therefore, it was still unclear whether 097 would be able to complete the purchase.

- 3.9.2 The forfeited deposit had not been delivered as outlined in Gowlings last communication.
- 3.10 On the morning of Thursday, June 6, 2013, the Receiver accepted the Hearthstone offer as it provided the highest value of the alternate bids. Further, Hearthstone owned and operated another fishing lodge operation on the West Coast of British Columbia and had operational experience and a relationship with the Gitga’at First Nation. Given these additional qualifications the Receiver believed that Hearthstone would be well suited carry out its commitment to honour the customer deposits.
- 3.11 In accordance with the Receiver’s demands, Hearthstone worked quickly and delivered the Alternate APA and the full amount of its purchase price as a deposit to the Receiver’s counsel the following day. A copy of the Alternate APA is attached as Appendix A.
- 3.12 The sale to Hearthstone will result in cash consideration of \$1.15 million which combined with the forfeited deposit of \$91,000 from 097 results in total proceeds available to the Receiver for the Company assets of \$1.246 million. This is only \$154,000 less than the total proceeds the Receiver would have obtained had 097 completed its purchase. A comparison of the Hearthstone bid and the former agreement with 097 is contained in Appendix B.
- 3.13 Hearthstone has placed its entire purchase price of \$1.15 million on deposit which will become non-refundable once court approval of the Alternate APA is provided. Given this significant deposit, the Receiver is confident that the sale to Hearthstone will close if approved by the Court (or that the Receiver will realize the benefit of the Deposit, should Hearthstone fail to complete the transaction for any reason).
- 3.14 As of 11:30 am Monday, June 10, the Receiver has not received any further information about 097’s capacity to close its transaction. Given the relative certainty of closing provided by the Alternate APA, the Receiver recommends that the Alternate APA be approved by the Court.

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4. RECOMMENDATION

- 4.1 The Receiver recommends that the Alternate APA be approved for the following reasons:
- 4.1.1 The Receiver is confident that the sale to Hearthstone will close in light of the presence of the substantial deposit;
- 4.1.2 The Receiver has followed a fair and reasonable approach to secure a sale of the Company's assets in light of the unusual and unexpected series of events surrounding the attempted closing with 097.

This report is respectfully submitted this 10th day of June 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

Asset Purchase Agreement dated June 7, 2013

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") made as of June 7, 2013,

BETWEEN:

Hearthstone Investments Ltd. (or assignee)
(the "**Buyer**")

AND:

PRICEWATERHOUSE COOPERS 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, if any, 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.

"Bankruptcy" means the Bankruptcy of Northwest.

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

"Buyer's Lawyer" means McMillan 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.

"Documents" has the meaning specified in Section 13.4.

"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 registerable 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, 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 (including the 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.

"King Pacific Lodge" means the resort currently owned and operated by Northwest.

"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.

"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, 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.

"**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.

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

"**Vessels**" means the vessels listed in Schedule C of the Vesting Order as attached hereto as Schedule C of this Agreement.

"**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

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 Inventory;
 - (d) the Vessels;
 - (e) the Intellectual Property;
 - (f) the Records of Northwest; and
 - (g) all Claims of Northwest against Third Parties 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 \$1,150,000.00. 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 or bank draft.

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 entire Purchase Price by way of deposit (the "**Deposit**") will be paid by the Buyer to the Vendor's solicitors, Bull, Housser & Tupper LLP, in trust upon delivery of this Agreement.

Deposit

The Deposit shall be held in trust by the Seller's solicitors who are hereby authorized and directed by the parties to deposit the same at interest with a Canadian chartered bank. Interest earned on 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 any of the Subject Conditions or any of the Closing Conditions are not satisfied or waived in the manner and within the respective times provided in this Agreement, then the Deposit together with the accrued interest thereon shall forthwith be returned to the Buyer; or
- (b) on the Closing Date, the Deposit shall be credited on account of the Purchase Price; or
- (c) if the Buyer 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, 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 or before the second 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").

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 province of British Columbia.
- 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 6 and 7 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) As at the Closing Date, the Buyer is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada).
- f) 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.

ARTICLE 5 PREPAID DEPOSITS

5.1 Prepaid Deposits

The Buyer covenants to honour the Prepaid Deposits by providing any third party guest who has paid a Prepaid Deposit (the "**Prepaid Depositor**") with a credit in the amount of the Prepaid Deposit that can be used for accommodation or services at King Pacific Lodge (the "**Resort Credit**") on or before December 31, 2015, provided that the Prepaid Depositor has not otherwise received a refund for the Prepaid Deposit or has not filed a proof of claim in the Bankruptcy. For further clarification, Resort Credits shall not be redeemable for cash under any circumstances and shall only be available if King Pacific Lodge is owned by the Buyer (or assignee) and accommodation or services are offered before December 31, 2015.

5.2 Communication to the Prepaid Depositors

To facilitate implementation of 5.1, the Buyer and the Seller will prepare joint notice that will be sent to all Prepaid Depositors notifying the Prepaid Depositors that they may elect to

either receive a Resort Credit in the amount of the Prepaid Deposit or file a proof of claim in the Bankruptcy in the amount of the Prepaid Deposit and that such election is to be made within 6 weeks of receipt of the notice.

5.3 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:

- (a) 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 paragraphs (a) or (b).

7.2 Transfer of Transferred Assets

In connection with transfer and assignment of the Intellectual Property, 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 upon the Receiver obtaining the Vesting Order by June 12, 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, if any;
- (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) the Trade-mark Assignments duly executed by the Seller, 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 Trade-marks;
- (e) physical possession of the Transferred Assets; and
- (f) 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;
- (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 Articles 7 and 8 have been fulfilled or waived.

ARTICLE 10 ADDITIONAL AGREEMENTS

10.1 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.

10.2 Disclosure of Information

Without limiting the generality of Section 10.1, 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 11 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 12 TERMINATION

12.1 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 Articles 7 or 8 are not satisfied or waived prior to the applicable date for satisfaction of such condition.

12.2 Effect of Termination

Notwithstanding the termination and abandonment of this Agreement pursuant to Section 12.1, the provisions of Article 11 of this Agreement shall survive. Nothing in this Article 13 shall relieve any party to this Agreement of liability for breach of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 Risk of Loss

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

13.2 Notices

All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth on page 1 hereof or to such other address as such party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by facsimile transmission, (iii) by email, or (iv) sent by recognized overnight courier.

13.3 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.

13.4 Entire Agreement

This Agreement together with the Exhibits and 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.

13.5 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.

13.6 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 to any Affiliate(s) of the Buyer 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

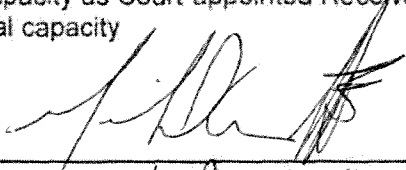
PRICEWATERHOUSECOOPERS INC.

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

Per:

Name:

Title:


Michael Vermette
Senior Vice President



HEARTHSTONE INVESTMENTS LTD.

Per:

Name: K. de Wolff

Title: C.F.O.

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
sirius 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 - "Gitsshan 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	28
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	Tye's 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 Lager	6x.355L	11
Powder Mountain Lager		12
Bowen Island Lager	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	1B431689	90hp
Boat #4	QQV22001D03	1B7388214	115hp
Boat #12	ZQ0AC427G404	1B8380689	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	18
Leaf Bowls		each	7
Ramekins	black	each	18
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	Walter	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
Porcelain Pudding Tea Pots		each	2
Room Service Trays		each	2
Round Trays		each	5
Serving Ladle		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
Milkshe 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 Knives		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

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

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
3-12859	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	Husqvana 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 Cutter	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	Orca 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	Joels Closet

Robert

Joe	7'10"0"	Scott - G1007A	.80.88159
	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
	SAGE 3300
Spools	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	8
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	0.28
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 coils		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	8
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 WF8-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
Wetzel 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			
Dall 1100	size 16	25/pkg	1
Dall 1100	size 18	25/pkg	1
Dall 1180	size 10	25/pkg	1
Dall 1180	size 12	25/pkg	3
Dall 1180	size 14	25/pkg	2
Dall 1280	size 6	25/pkg	1
Dall 1280	size 8	25/pkg	4
Dall 1710	size 8	25/pkg	2
Dall 1710	size 10	25/pkg	2
Dall 1720	size 6	10/pkg	1
Dall 1720	size 10	10/pkg	1
Dall 2170	size 6	25/pkg	2
Dall 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 82553	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 Climmeron 2	each	11
spools	Ross Climmeron 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	Jan 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
Carslisle 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 Gescoe	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 Oble, Tony Owen, Russ Heint	each	1
Pacific Salmon	Childerhose & Trim	each	1
Pationale 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 Backyard 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	Fresman 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'	0.6
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
Grafer		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
Gloves 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 Strimmers		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
Perforated Hotel Pan	1"	each	2
Perforated 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	0.8
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	16
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	18
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	38
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	8
3/8" felt surface protectors		Pack of 75	2
Tyee boat metal tip		each	1
Present Inventory Items			
2008			
50PAR30/HR/FL35	Potlife	each	8
FLE20HT2/2/SW	Table Lamp	each	2
90PAR38/IRD/WFL40 120V		each	18
60A/IF PROLINE 130	Chandellers	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 Flxt		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		bottle	
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
Marle 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 Liquor	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 Staleyes Binoculars		each	1
Roy Vikers Coopeman 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	Penn 310 TI - level wind	each	24
reels	Penn 330 GTI - level wind	each	2
reels	Shimano 400S - spinning	each	13
reels	Shimano mooching reel - 1000GT & 2000GT	each	1
reels	Shimano mooching reel - 4000GT	each	10
reels	Shimano Skidestab 4000RD - spinning	each	5
reels	Shimano spinning reel - assorted	each	4
Rods			
rods	Frontier X Mooching rod - STR 1263C - 10'6"	each	9
rods	Shakespeare ugly stick - halibut	each	12
rods	Protrack 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	# 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	Bilis 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 - Q197R	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 GS - 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'Araber		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	Varietal 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

Docks and Other Marine Equipment

Stiff leg system used for securing KPL 1 and KPL 2 along the shoreline.

All docks and decks associated with KPL

Includes:

KPL #2 front float, 2 sections @ 20' x approx. 100' plus 2 sections @ 10' x 20'

KPL #2 aft dock section, 1 section 8' x 40', 1 section 8' x 30'

Kayak dock approx. 12x30

KPL #1 main float 75' x 10' float

KPL #1 main access float approx. 120' x 6'

Helicopter Dock comprised of two 10x50ft sections

Service Float 40x40 (this may be float hosting a Westland waste incinerator)

Boat Lift (small aluminum constructed float designed to lift boats in/out of water) 13' x 32'

Fuel Barge 24 ft x 16ft

Several Kayaks

2 Row boats

SCHEDULE C
VESTING ORDER

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

(Approval and Vesting Order)

BEFORE THE HONOURABLE

Justice B. G. Gauthier

)
)
)

June ____ 2013

THE APPLICATION of PricewaterhouseCoopers Inc., in its capacity as the Trustee in Bankruptcy of Northwest Angling Adventures Ltd. (the "Debtor"), and in its capacity as the Court Appointed Receiver ("Receiver") of the assets, undertaking and properties of the Debtor, coming on for hearing at Vancouver, British Columbia, on the 24th day of May, 2013; AND ON HEARING Steven D. Dvorak, counsel for the Receiver, and those other counsel listed on Schedule "A" hereto, and no one appearing for _____, although duly served; AND UPON READING the material filed, including the Report of the Receiver dated May 21, 2013 (the "Report");

THIS COURT ORDERS AND DECLARES THAT:

1. The sale transaction (the "Transaction") contemplated by the Asset Purchase Agreement dated _____ (the "Sale Agreement") between the Receiver and Hearthstone Investments Ltd. or their assignee (the "Purchaser"), a copy of which is attached as Appendix "C" to the Report, is hereby approved, and the Sale Agreement is deemed to be commercially reasonable. The execution of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance, transfer and assignment to the Purchaser of the assets described in the Sale Agreement (the "Purchased Assets").

2. Upon delivery by the Receiver to the Purchaser of a certificate substantially in the form attached as Schedule "B" hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement, including without limitation the Vessels listed on Schedule "C" hereto, shall vest absolutely in the Purchaser in fee simple, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, maritime liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of this Court dated March 28, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act of British Columbia or any other personal property registry system; and (iii) those Claims listed on Schedule "D" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "E" hereto), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. The Registrar of the Transport Canada Marine Vessel Registry is hereby directed to register the transfer of the title to the Vessels set out in Schedule "C" to the Purchaser free and clear of all registered charges, mortgages and other encumbrances, upon presentation of a certified copy of this Order together with a letter from Bull, Housser & Tupper, LLP, authorizing registration.

4. Upon registration of the Vessels in the name of the Purchaser at the Transport Canada Marine Vessel Registry, Bull, Housser & Tupper LLP, solicitors for the Receiver, are authorized to make such filings in the Personal Property Security Registry as may be necessary to discharge, release, delete and expunge from the title to the Purchased Assets, including the Vessels, all of the registered Encumbrances set out in Schedule "D", except for those enumerated in Schedule "E".

5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

6. The Receiver is to file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof.

7. Pursuant to Section 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act or Section 18(10)(o) of the Personal Information Protection Act of British Columbia, the Receiver is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy

of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by the Receiver to the Purchaser at 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the permitted encumbrances as set out in the Sale Agreement and listed on Schedule "E".

9. The Receiver, with the consent of the Purchaser, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court [provided that the Closing Date occurs by _____ or within _____ days of the date of this Order].

10. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of the Debtor now or hereafter made pursuant to the Bankruptcy and Insolvency Act and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of the Debtor,

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

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, 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 courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

12. The actions and activities of the Receiver, as described in the Report, are hereby approved.

13. The Receiver or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

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

Signature of

☐ Party ☒ Lawyer for the Receiver

Steven Dvorak

Signature of

☐ Party ☐ Lawyer for <name of party(ies)>

BY THE COURT

REGISTRAR

Schedule A – List of Counsel

Schedule B – Receiver's Certificate

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Fitzpatrick of the British Columbia Supreme Court (the "**Court**") dated March 28, 2012, PricewaterhouseCoopers Inc. was appointed as receiver (the "**Receiver**") of the undertaking, property and assets of Northwest Angling Adventures Ltd. (the "**Debtor**").

B. Pursuant to an Order of the Court dated May 24, 2013, the Court approved the offer to purchase made as of May 16, 2013 (the "**Sale Agreement**") between the Receiver and Spring & Ash Creeks W.M.U., LLC and Michael Uehara or their assignee (the "**Purchaser**") and provided for the vesting in the Purchaser and its assignees of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; and (ii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

PricewaterhouseCoopers Inc., the Trustee in Bankruptcy and Court Appointed Receiver of the assets, undertaking and properties of Northwest Angling Adventures Ltd.

Per: _____
Name:
Title:

Schedule C – Vessels

- | | | |
|----|-----------------------|-----------------------------|
| 1. | King Pacific Lodge #2 | |
| | Official Number | 314901 |
| | Vessel name | AMIX No. 2 |
| | Year Built | 1962 |
| | Vessel Type | Barge |
| 2. | King Pacific Lodge #1 | |
| | Official Number | 320241 |
| | Vessel name | AMIX No. 1 |
| | Year Built | 1962 |
| | Vessel Type | Barge |
| 3. | Guide Boat | |
| | Official Number | C15903BC |
| | Hull number | QQV220007A05 |
| | Vessel Type | Bridgeview Aluminium 230 HP |
| 4. | Guide Boat | |
| | Official Number | C15904BC |
| | Hull number | QQV180076A05 |
| | Vessel Type | Bridgeview Aluminium 115 HP |
| 5. | Guide Boat | |
| | Official Number | C15905BC |
| | Hull number | VCJ19126C898 |
| | Vessel Type | Mirage Fiberglass 125 HP |
| 6. | Guide Boat | |
| | Official Number | C15906BC |
| | Hull number | ZQOAC427G404 |
| | Vessel Type | Alicraft Aluminium 230 HP |
| 7. | Guide Boat | |
| | Official Number | C15907BC |
| | Hull number | QQV220004E04 |
| | Vessel Type | Bridgeview Aluminium 230 HP |
| 8. | Guide Boat | |
| | Official Number | C15908BC |
| | Hull number | QQV220001D03 |
| | Vessel Type | Bridgeview Aluminium 230 HP |

- | | | |
|-----|-----------------|-----------------------------|
| 9. | Guide Boat | |
| | Official Number | C15909BC |
| | Hull number | VCJ18127C898 |
| | Vessel Type | Mirage Fiberglass 115 HP |
| 10. | Guide Boat | |
| | Official Number | C15910BC |
| | Hull number | QAEF99230999 |
| | Vessel Type | Armstrong Aluminium 90 HP |
| 11. | Guide Boat | |
| | Official Number | C15911BC |
| | Hull number | ZB118519C595 |
| | Vessel Type | Campion Fiberglass 115 HP |
| 12. | Guide Boat | |
| | Official Number | C15912BC |
| | Hull number | QAEF9B230999 |
| | Vessel Type | Armstrong Aluminium 90HP |
| 13. | Guide Boat | |
| | Official Number | C15913BC |
| | Hull number | QQV180089A05 |
| | Vessel Type | Bridgeview Aluminium 115 HP |

Schedule D – Claims to be deleted/expunged from title to the Purchased Assets

1. PPSA Security Agreement registered in favour of The Toronto-Dominion Bank, Commercial Bank Centre as Secured Party and Northwest Angling Adventures Ltd. and King Pacific Lodge as Debtors on June 24, 2002 under Base Registration #467026A; renewed on May 2, 2005 under #321743C; and further renewed on June 20, 2008 under #436373E.
2. PPSA Security Agreement registered in favour of Michael Uehara as Secured Party and Northwest Angling Adventures Ltd. and King Pacific Lodge as Debtor on February 26, 2013 under Base Registration #209904H.
3. Possessory Lien, Maritime Lien, Repairer's Lien or any other claim or lien by 380478 B.C. Ltd. doing business as Bridgeview Marine and/or Lloyd's Boat Place, in the amount of \$6,783.451 as of March 29, 2013.
4. Possessory Lien, Maritime Lien, Repairer's Lien or any other claim or lien by Wainwright Marine Services Ltd., in the amount of \$208,008.16 as at March 27, 2013.

**Schedule E – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Purchased Assets**

1.

NIL

2.

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
(Approval and Vesting Order)**

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Matter# 13-2470

APPENDIX B

Comparison of Hearthstone bid to former 097 agreement

A comparison of the key bid terms between the former 097 agreement and the Hearthstone bids and the value received by the Receiver follows:

Bid Term	097 Bid	Hearthstone Bid
Customer Deposits	Honoured	Honoured – resort credit at King Pacific Lodge to be used prior to December 31, 2015
Shareholder's claim	Claim against the Company is released in return for a payment of \$550,000	Satisfied from the cash consideration based on the claim priorities
Uehara's claim	Claim against the Company is released – consideration unknown	Satisfied from the cash consideration based on the claim priorities
Cash consideration	\$850,000	\$1,150,000
097 Deposit forfeiture	-	\$91,000
Value of bid to Receiver	\$1,400,000	\$1,246,000

The Receiver conducted an analysis of the impact of each bid on the various creditor groups. The Receiver's analysis assumes that Uehara's secured claim is invalid and it has been admitted as an unsecured claim. The result for unsecured creditors is significantly altered should Uehara's secured claim be upheld as a result of his appeal; in that case, the recoveries to the unsecured creditors will be nil.

Comparison of Offers

Northwest Angling Adventures Ltd

Description		097		Heathstone	
Transaction Summary					
Deposit Received		91,000.00		1,150,000.00	
Cash Consideration		850,000.00		1,150,000.00	
097 Deposit forfeiture				91,000.00	
Total Estimated Costs		475,000.00		500,000.00	
Estimated Funds Available for Creditors		375,000.00		741,000.00	
Distribution Profile					
Secured Creditors	VALUE	\$	%	\$	%
Lien Holders	214,791.67	214,791.67	100.00%	214,791.67	100.00%
Employees	26,437.55	26,437.55	100.00%	26,437.55	100.00%
Total Secured	241,229.22	241,229.22	100.00%	241,229.22	100.00%
Balance Available for Unsecured Creditors		133,770.78		499,770.78	
Unsecured Creditors					
Michael Uehara	2,569,421.00	Nil	0.00%	87,202.16	3.39%
Shareholder Claims	11,308,169.71	550,000.00	4.86%	383,781.71	3.39%
Arms-length	848,209.47	133,770.78	15.77%	28,786.91	3.39%
Total Distribution	14,725,800.18	133,770.78		499,770.78	
Customer Deposits	709,128.88	In Kind	100.00%	In Kind	100.00%

The 097 offer provides the highest recovery to the arms-length creditors for the following reasons:

- The withdrawal of Uehara's claim effectively increases the recovery to all other creditors. Furthermore, the administration costs associated with the 097 bid are expected to be lower, as the Trustee will not be required to proceed with court applications to resolve the dispute surrounding the validity of security claimed by Uehara; and,
- The 097 offer contains a higher overall purchase value due to the arrangement with the Company's shareholder.

However, the Receiver currently has no certainty that the 097 sale will close. As noted previously, Gowlings is not in possession of the funds necessary to complete the sale and no confirmation has been received that Mr. Fisher is "back and functioning" as required by the investment fund advancing the monies to 097. On the other hand, the Receiver's counsel is in possession of the full amount of the cash consideration offered by Heathstone in the form of a deposit which will become non-refundable upon court approval of the Alternate APA.