

CONFIDENTIAL OFFERING MEMORANDUM

Dated: November 6, 2013

THE ISSUER

Name:

**WALTON INCOME 9 INVESTMENT CORPORATION
(THE "CORPORATION")**

**23rd Floor, 605 – 5th Avenue SW
Calgary, Alberta, T2P 3H5
phone: 403-265-4255 fax: 403-237-6634
e-mail: walton@walton.com**

Currently listed or quoted: No. **These securities do not trade on any exchange or market.**

Reporting issuer: No.

SEDAR filer: No.

THE OFFERING

Securities Offered: Class B Non-Voting Common Shares (the "**Shares**") and up to \$24,500,000 unsecured 8% Bonds ("**Bonds**", and collectively with the Shares, the "**Offered Securities**").

Price Per Security: \$5.00 per Share and \$500 per Bond.

Maximum Offering: \$25,000,000 (up to 100,000 Shares and up to \$24,500,000 principal amount of Bonds). **Funds available under the Offering may not be sufficient to accomplish our proposed objectives.**

Minimum Offering: \$500,000 (100 Shares and \$499,500 principal amount of Bonds).

Minimum Subscription Amount: \$10,000 (100 Shares and \$9,500 principal amount of Bonds and in integrals of \$500 thereafter) subject to the sole discretion of the Corporation to waive the minimum subscription requirement.

Payment Terms: The subscription price is payable at the time of Closing by certified cheque, bank draft, wire transfer or such other manner as may be acceptable to the Corporation in its sole discretion. All dollar amounts in this Offering Memorandum are in Canadian dollars unless otherwise indicated.

Proposed Closing Dates: On or about November 21, 2013 (or one or more such earlier or later dates as may be approved by the Corporation in its sole discretion) for the initial Closing, provided that the initial Closing must be held no later than February 28, 2014. In the event the Minimum Offering has not been reached by February 28, 2014, all subscription funds will be returned to the Subscribers without interest or deduction. If the Closing of the Minimum Offering occurs by February 28, 2014 but the Maximum Offering has not yet been reached, additional Closings may be held up to and including April 30, 2014.

Income Tax Consequences: There are important tax consequences relating to the ownership of the Offered Securities. Prospective Subscribers are urged to consult their own tax advisors, prior to investing in the Corporation, with respect to the specific tax consequences to them from the acquisition of the Offered Securities. **All Subscribers will be responsible for the preparation and filing of their own tax returns in respect of this investment. Costs associated with the preparation and filing of such returns may be material.** See "Item 6 – Certain Canadian Federal Income Tax Consequences" and "Item 8 – Risk Factors – Tax Aspects".

Selling Agent: Yes. Agents (including: (i) Walton Capital, a registered exempt market dealer; (ii) members of the Mutual Fund Dealers Association of Canada; and (iii) other exempt market dealers, as may be appointed from time to time) will offer the Offered Securities for sale pursuant to this Offering Memorandum. The Corporation, Walton Capital and WIGI are all direct or indirect wholly-owned subsidiaries of Walton Global. Walton Capital's operations are funded by WIGI. **In connection with the distribution of Offered Securities, the Corporation may be considered to be a "related issuer" of Walton Capital under applicable Canadian securities laws.** See "Item 2 – Business of the Corporation – Structure" and "Item 7 - Compensation Paid to Sellers and Finders".

Purpose: The Corporation was incorporated to conduct the Offering and issue the Shares and Bonds thereby, to pay interest monthly in arrears of 8% per annum on the outstanding principal amount of the Bonds (which accrues from and including the date of issuance of the Bond to the Subscriber on the applicable Closing Date), to repay the Bonds on the Maturity Date, to invest the Share Proceeds in Permitted Investments and to loan the Bond Proceeds to the Borrowers pursuant to the terms of the Loan Agreements. The Borrowers, being any of Walton, its Material Affiliates or any entity (a "**Sponsored Entity**") where Walton or a Material Affiliate has a management role either under contract or by virtue of ownership, will use the Loan proceeds, from time to time, for general corporate purposes. The Borrowers will pay, monthly, interest of 8.15% per annum to the Corporation on the outstanding Loans. See "Item 2 – Business of the Corporation".

RESALE RESTRICTIONS

You will be restricted from selling your Shares and Bonds for an indefinite period. See "Item 10 – Resale Restrictions".

PURCHASER'S RIGHTS

You have two Business Days to cancel your agreement to purchase the Offered Securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See "Item 11 – Purchaser's Rights". **No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See "Item 8 – Risk Factors".**

Schedules: The following Schedules are attached to and form part of this Offering Memorandum:

Schedule A – Form of Loan Agreement

Schedule B – Form of Financing and Management Fee Agreement

Schedule C – Form of Bond Certificate

Schedule D – Auditor's Report on Walton Group Syndicated Bond Schedule

The information contained in this Offering Memorandum is intended only for the persons to whom it is transmitted for the purposes of evaluating the securities offered hereby. Prospective investors should only rely on the information in this Offering Memorandum. No persons are authorized to give any information or make any representation in respect of the Corporation, the Walton Group or the securities offered herein and any such information or representation must not be relied upon.

ELIGIBILITY FOR INVESTMENT

Provided the Corporation qualifies as a "public corporation" that is not a "mortgage investment corporation" (all within the meaning of the Tax Act) and subject to the Deferred Plans' investment policies, the Offered Securities, when issued, will be a qualified investment under the Tax Act for Deferred Plans, and, as such, any dividends received or receivable on the Shares, interest received or receivable on the Bonds or gains realized upon a disposition or deemed disposition of the Offered Securities will not be taxable to Deferred Plans. If, at any time, the Offered Securities are or become a prohibited investment under the Tax Act for an RRSP, RRIF or TFSA, the annuitant of the RRSP or RRIF or the holder of the TFSA may be subject to adverse tax consequences. See "Item 6 – Certain Canadian Federal Income Tax Consequences – Deferred Plans" and "Item 8 – Risk Factors-Tax Aspects".

INVESTMENT NOT LIQUID

The Offered Securities offered hereunder will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, if ever, a Securityholder will not be able to trade the Offered Securities unless it complies with very limited exemptions from the prospectus and registration requirements under applicable securities legislation. As the Corporation has no intention of becoming a reporting issuer in any jurisdiction in Canada, these trading restrictions will not expire. Consequently, Securityholders may not be able to liquidate their Offered Securities in a timely manner, if at all, or pledge their Shares or Bonds as collateral for loans. See "Item 10 – Resale Restrictions".

FORWARD LOOKING STATEMENTS

Certain statements in this Offering Memorandum as they relate to the Corporation, WIGI and their operations are "forward-looking statements". Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or performance (often, but not always, using words or phrases such as "expects", "does not expect", "is expected", "anticipates", "does not anticipate", "plans", "estimates", "believes", "does not believe" or "intends", or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or achieved) are not statements of historical fact and may be "forward-looking statements". Forward-looking statements are based on expectations, estimates and projections at the time the statements are made that involve a number of risks and uncertainties which would cause actual results or events to differ materially from those presently anticipated. These include, but are not limited to, the risks of the business of the Corporation. The Corporation does not undertake any obligations to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

The forward-looking statements contained in this document are given as of the date hereof, unless specified to be given as at another date, in which case such statements are at such other date. Except as otherwise required by law, the Corporation does not intend to and assumes no obligation to update or revise these or other forward-looking statements it may provide, whether as a result of new information, plans or events or otherwise. Readers are cautioned not to place undue reliance on these forward-looking statements as there can be no assurance that the condition, events, plans and assumptions on which they are based will occur.

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GLOSSARY OF TERMS

In this Offering Memorandum (including in the face pages hereof), unless the context otherwise requires, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms shall have corresponding meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta) and the regulations thereunder, as amended from time to time;

"**affiliate**" or "**associate**" means a person who is affiliated or associated with the person who is the object of the description for the purposes of the ABCA;

"**Agents**" means those persons who are appointed as agents by the Corporation from time to time including registrants who are entitled to sell exempt securities under applicable securities laws (such as exempt market dealers and members of the Mutual Fund Dealers Association of Canada);

"**Bond Certificate**" means the form of certificate for the Bonds to be issued pursuant to the Offering substantially in the form attached as Schedule C hereto;

"**Bond Proceeds**" means that portion of the Gross Proceeds received by the Corporation under the Offering from the sale of the Bonds;

"**Bondholder**" means a holder of the Bonds;

"**Bonds**" means the unsecured 8% Bonds of the Corporation issued pursuant to the Offering;

"**Borrower**" means any of WIGI, its Material Affiliates and Sponsored Entities, who borrow a portion of the Bond Proceeds from the Corporation pursuant to the Loan Agreements;

"**Business Day**" means a day which is not a Saturday, Sunday or a legal holiday in the City of Calgary, in the Province of Alberta;

"**Class A Shareholder(s)**" means the holder(s) of Class A Shares;

"**Class A Shares**" means the Class A Voting Common Shares of the Corporation;

"**Closing**" means a closing of the Offering;

"**Closing Date**" means the date of a Closing, the first of which is anticipated to occur on or about November 21, 2013 (or one or more such earlier or later dates as may be approved by the Corporation in its sole discretion), provided that the first Closing must be held no later than February 28, 2014. In the event the Minimum Offering has not been reached by February 28, 2014, all subscription funds will be returned to the Subscribers without interest or deduction. If the Closing of the Minimum Offering occurs by February 28, 2014 but the Maximum Offering has not yet been reached, additional Closings may be held up to, and including, April 30, 2014;

"**Concept Planning**" means those pre-development actions initiated to: (i) conduct planning studies to assess the development potential of a Property; (ii) prepare a conceptual master plan for a property; (iii) pursue local governmental planning and regulatory approvals necessary to implement the conceptual master plan, including plan amendments and rezoning; (iv) prepare and obtain local governmental approval of subdivision plans; and (v) negotiate and secure service agreements;

"Corporation" means Walton Income 9 Investment Corporation, a corporation incorporated pursuant to the laws of the Province of Alberta, and a subsidiary of WIGI. See "Item 2 – Business of the Corporation – Structure";

"Deferred Plan" means an RRSP (including a locked-in retirement account or a locked-in retirement savings plan which qualifies as an RRSP), an RRIF (including a life income fund or a locked-in retirement income fund which qualifies as an RRIF), an RESP, a DPSP, an RDSP or a TFSA;

"DPSP" means a trust governed by a deferred profit sharing plan, within the meaning of the Tax Act;

"Financing and Management Fee Agreement" means an agreement to be entered into on the date of the first Closing between WIGI and the Corporation whereby WIGI (i) will agree to fund Walton Capital for the payment of the Selling Commissions and Trailer Fees and WIGI will pay fees and expenses of the Offering and, to the extent that the Corporation is unable to do so from its Working Capital, the ongoing costs of operations of the Corporation, none of which will be immediately reimbursable to WIGI by the Corporation, and (ii) will receive, after the Maturity Date, the Management Fee from the Corporation, such agreement to be substantially in the form set out as Schedule B hereto. See "Item 2 – Business of the Corporation – Material Agreements – Financing and Management Fee Agreement";

"Gross Proceeds" means, at any time, the aggregate gross proceeds of the Offering;

"Insider of the Corporation" means a person who would be an "insider of a corporation" as defined in subsection 4803(1) of the Tax Act, if the references therein to "corporation" were read as references to the Corporation;

"Loan" or "Loan Amount" means the amount the Corporation will lend to the Borrowers up to aggregate Bond Proceeds pursuant to the Loan Agreements;

"Loan Agreements" means the agreements to be entered into between a Borrower and the Corporation, from time to time, whereby the Corporation will agree to provide a Loan, and the Borrower will agree to certain covenants with respect to the use of the Loan, substantially in the form set out as Schedule A hereto. See "Item 2 – Business of the Corporation – Material Agreements – Loan Agreements";

"Loan Guarantee" means a guarantee provided by WIGI to the Corporation for any Loan Amounts (including principal and accrued interest) borrowed by Material Affiliates and Sponsored Entities pursuant to the Loan Agreements;

"Management Fee" means an amount to be paid to WIGI on the Management Fee Payment Date pursuant to the terms of the Financing and Management Fee Agreement, equal to the amount, if any, of the Working Capital of the Corporation after the repayment to the Corporation of the outstanding principal amount of the Loan and all interest owing to it thereunder, and after repayment by the Corporation of the outstanding principal amount of the Bonds and all interest owing by it thereunder;

"Management Fee Payment Date" means 30 days after the Maturity Date or such later date as agreed by the Corporation and WIGI;

"Material Affiliate" means any affiliate of WIGI, including any affiliates which come into existence after the date hereof but prior to the Maturity Date;

"Maturity Date" means March 29, 2019, the date on which the Bonds mature and will be repaid for the principal amount then outstanding;

"Maximum Offering" means the maximum Offering hereunder of up to 100,000 Shares and up to \$24,500,000 principal amount of Bonds, for Gross Proceeds of \$25,000,000;

"Minimum Offering" means the minimum Offering hereunder of 100 Shares and \$499,500 principal amount of Bonds for Gross Proceeds of \$500,000;

"Offered Securities" means collectively the Bonds and the Shares;

"Offering" means the offering of the Offered Securities described herein or in any amendment hereto;

"Offering Memorandum" means this confidential offering memorandum, including any amendment or restatement hereto;

"Permitted Investments" means:

- (i) interest bearing accounts of Schedule I or Schedule II Canadian chartered banks and the Alberta Treasury Branch;
- (ii) obligations issued or guaranteed by the Government of Canada or any province of Canada or any agency or instrumentality thereof; and
- (iii) term deposits, guaranteed investment certificates, certificates of deposit or bankers' acceptances of or guaranteed or accepted by any Canadian chartered bank or other financial institution the short term debt or deposits of which have been rated at least "A" by Standard & Poor's, or the equivalent by Moody's or Dominion Bond Rating Service Limited;

"Promoter" means WIGI;

"RDSP" means a trust governed by a registered disability savings plan, within the meaning of the Tax Act;

"Resident" means a person (other than a partnership) resident in Canada for the purposes of the Tax Act or a "Canadian partnership" as defined in the Tax Act;

"RESP" means a trust governed by a registered education savings plan, within the meaning of the Tax Act;

"RRIF" means a trust governed by a registered retirement income fund, within the meaning of the Tax Act;

"RRSP" means a trust governed by a registered retirement savings plan, within the meaning of the Tax Act;

"Securities Act" means the *Securities Act* (Alberta), including the rules and regulations promulgated thereunder, as may be amended from time to time;

"Securityholder" means a holder of Shares and/or Bonds;

"Selling Commissions" means the commissions and fees of an amount equal to an aggregate of 2% of the aggregate Gross Proceeds from the sale of the Offered Securities payable to parties who sell the Offered Securities and who are entitled to receive such commissions under applicable securities law. See "Item 7 – Compensation Paid to Sellers and Finders";

"Share Certificate" means a certificate, if requested by the Subscriber, approved by the Corporation and registered as the Subscriber directs representing the Shares held by such Subscriber, it being understood that the majority of the Shares will be held on book by the Corporation's registrar and transfer agent;

"Shareholder" means a beneficial holder of the Shares;

"Share Proceeds" means that portion of the Gross Proceeds received by the Corporation under the Offering from the sale of the Shares;

"Shares" means the Class B non-voting common shares of the Corporation entitling the holder of record thereof to the rights, restrictions, privileges and obligations provided for under the constating documents of the Corporation;

"Sponsored Entity" means any entity where WIGI or a Material Affiliate has a management role, either under a contract or by virtue of ownership, and which entity receives funding with funds from a Loan, for general corporate purposes and includes any Sponsored Entities which come into existence after the date hereof but prior to the Maturity Date;

"Subscribers" means those persons subscribing for Shares and Bonds pursuant to the Offering;

"Subscription Agreement" means a subscription agreement to be executed by each Subscriber providing for the purchase by such Subscriber of Offered Securities in the form provided by the Corporation;

"Tax Act" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time;

"TFSA" means a trust governed by a tax-free savings account, within the meaning of the Tax Act;

"Trailer Fees" means trailer fees of up to an aggregate 5% of the Gross Proceeds of the Offering which will be payable to Agents whose clients hold Offered Securities. Such Trailer Fees will be payable as follows: 1% on March 29, 2015; 1% on March 29, 2016; 1% on March 29, 2017; 1% on March 29, 2018; and 1% on March 29, 2019, while an Agent's clients hold the Offered Securities;

"U.S." or "United States" means the United States of America;

"Walton Capital" means Walton Capital Management Inc., which is a wholly-owned subsidiary of Walton Global and an affiliate of the Corporation, being one of the agents that may be appointed to offer the Offered Securities for sale on behalf of the Corporation pursuant to this Offering Memorandum;

"Walton Global" means Walton Global Investments Ltd., an Alberta corporation, which is the parent corporation to WIGI and WIGI USA;

"Walton Group" means the Walton Group of companies, which includes, among other corporate entities, Walton Global, WIGI, Walton Capital and the Corporation and their affiliates, as more particularly described under "Item 2 – Business of the Corporation";

"WAM" means Walton Asset Management L.P., an Alberta limited partnership;

"WDM" means collectively, Walton Development and Management (Alberta) L.P. and Walton Development and Management (Ontario) L.P., both of which are wholly-owned subsidiaries of Walton Global;

"WDM USA" means Walton Development & Management (USA), Inc., an Arizona corporation;

"WIGI" or "Walton" means Walton International Group Inc., a corporation amalgamated pursuant to the laws of the Province of Alberta;

"WIGI USA" means Walton International Group (USA), Inc., an Arizona corporation; and

"Working Capital" means the current assets of the Corporation less the current liabilities of the Corporation as determined under generally accepted accounting principles, excluding the Share Proceeds and Permitted Investments acquired with the Share Proceeds.

In this Offering Memorandum, references to "**dollars**" and "\$" are to the currency of Canada, unless otherwise indicated.

WALTON INCOME 9 INVESTMENT CORPORATION

SUMMARY

This summary does not constitute an offering of securities, and cannot be relied upon for making your investment decision. It is qualified in its entirety by the Offering Memorandum. Please read the Offering Memorandum thoroughly before investing. There may be fees or expenses involved in the investment in the Shares and the Bonds. This investment is not guaranteed or insured, and its value changes depending, among other things, on economic factors and market trends.

The Corporation was incorporated to conduct the Offering and issue the Offered Securities thereby, to pay interest monthly of 8% per annum on the outstanding principal amount of the Bonds, to repay the Bonds on the Maturity Date, to invest the Share Proceeds in Permitted Investments and to loan the Bond Proceeds to Borrowers pursuant to the terms of the Loan Agreements. The Borrowers will use the Loan Proceeds for general corporate purposes, in accordance with the terms of the Loan Agreements. The Borrowers will pay, monthly, interest of 8.15% per annum to the Corporation on the outstanding Loan. WIGI will provide the Loan Guarantee to the Corporation for any Loan Amounts (including principal and accrued interest) borrowed by Material Affiliates and Sponsored Entities.

RRSP, TFSA, LIRA, LRSP, LIF, LRIF, RRIF, RESP, DPSP and RDSP ELIGIBLE

SECURITIES

Offering	<p>Shares (Class B Non-Voting Common Shares) at \$5.00 per Share and up to \$24,500,000 principal amount of unsecured 8% Bonds.</p> <p>Minimum Offering of \$500,000 (100 Shares and \$499,500 principal amount of Bonds).</p> <p>Maximum Offering of \$25,000,000 (up to 100,000 Shares and up to \$24,500,000 principal amount of Bonds).</p> <p>Minimum Subscription Amount: \$10,000 (100 Shares and \$9,500 principal amount of Bonds and in integrals of \$500 thereafter) subject to the sole discretion of the Corporation to waive the minimum subscription requirement.</p>
RRSP Eligibility	<p>Provided the Corporation qualifies as a "public corporation" that is not a "mortgage investment corporation" (all within the meaning of the Tax Act) and subject to the Deferred Plans' investment policies, the Offered Securities, when issued, will be a qualified investment under the Tax Act for Deferred Plans, and, as such, any dividends paid or payable on the Shares, interest paid or payable on the Bonds or gains realized upon a disposition or deemed disposition of the Offered Securities will not be taxable to Deferred Plans. If, at any time, the Offered Securities are or become a prohibited investment under the Tax Act for an RRSP, RRIF or TFSA, the annuitant of the RRSP or RRIF or the holder of the TFSA may be subject to adverse tax consequences. See "Item 6 – Certain Canadian Federal Income Tax Consequences – Deferred Plans" and "Item 8 – Risk Factors - Tax Aspects".</p>
Proposed Closing Date(s)	<p>On or about November 21, 2013, but no later than February 28, 2014. The final Closing shall not occur later than April 30, 2014.</p>

**Walton Income 9
Investment
Corporation
Corporate
Objectives**

The Corporation was formed to conduct the Offering and issue the Offered Securities thereby, to pay interest monthly of 8% per annum on the outstanding principal amount of the Bonds and to repay the Bonds on the Maturity Date, to invest the Share Proceeds in Permitted Investments and to loan the Bond Proceeds to Borrowers pursuant to the terms of the Loan Agreements. The Borrowers will pay to the Corporation, interest monthly on the amount of the Loan outstanding from time to time in the amount of 8.15% per annum. Pursuant to the covenants in the Loan Agreements, the Borrowers will utilize these proceeds for general corporate purposes. WIGI will provide the Loan Guarantees to the Corporation for any Loan Amounts (including principal and accrued interest) borrowed by Material Affiliates and Sponsored Entities. See "Item 2 – Business of the Corporation – Our Business and its Development" and "Item 2 – Business of the Corporation - Material Agreements – Loan Agreements". It is currently intended that after the Maturity Date, and after the date that any other loans and accrued interest owed to the Corporation under potential future financings, approval will be sought from the Class A Shareholder for the dissolution of the Corporation. It is possible that such dissolution may not occur immediately and may not occur for a number of years after the Maturity Date, thereby delaying the return of the Share Proceeds. Upon such dissolution, the Corporation intends to return the Share Proceeds less taxes and the reasonable costs and expenses of the dissolution to the holders of the Shares. Because the Permitted Investments are issued by a third party, there can be no guarantee that the Share Proceeds will remain intact. See "Item 8 - Risk Factors".

Payment Terms

The subscription price is payable in Canadian dollars at the time of Closing by certified cheque, bank draft, wire transfer or such other manner as may be acceptable by the Corporation in its sole discretion.

**Rights of
Shareholders**

Shareholders are entitled to receive dividends as and when declared by the board of directors of the Corporation, are entitled to share in the remaining assets (including the Share Proceeds and Permitted Investments) of the Corporation on a liquidation or wind-up of the Corporation and, subject to the ABCA or as otherwise provided herein, are not entitled to vote at or attend any meetings of the shareholders of the Corporation. WIGI holds all of the voting Class A Shares of the Corporation. The Class A Shares are non-participating.

**Terms of the
Bonds**

The Bonds issued pursuant to the Offering will be unsecured, bearing interest at the rate of 8% per annum (which accrues from and including the date of issuance of the Bond to the Subscriber on the applicable Closing Date), payable monthly, on or before the last day in each month, or if such date occurs on a day that is not a Business Day, then on the next occurring Business Day of the following month until such time the Bonds are repaid in full, and will be due March 29, 2019. It is anticipated the first such interest payment will be made on or before the last day of the month, for Closings which occur on or prior to the 15th day of the month. The Corporation shall also have the right to redeem the Bonds or repay a portion of the principal amount outstanding under the Bonds after one year from the date of issuance and prior to maturity in certain circumstances without bonus or penalty. In addition, a holder may require the Corporation to repay the Bonds prior to the Maturity Date but after March 29, 2017 in certain circumstances, and subject to adherence with the terms of the Bonds. The form of the Bond Certificate to be issued to evidence the Bonds will be substantially in the form attached as Schedule C hereto. Under the Subscription Agreements, the Corporation reserves the right to appoint a third party to administer the Bonds whose fees may be paid out of Working Capital. For further material terms of the Bonds see "Item 5 – Description of Securities Offered – Terms of Securities – Bonds".

Financing and Management Fee Agreement

At the time of the first Closing of the Offering, WIGI and the Corporation will enter into the Financing and Management Fee Agreement, whereunder WIGI will agree to pay, without reimbursement, all of the costs of the Offering, the Selling Commissions, the Trailer Fees, and, to the extent that the Corporation is unable to do so from Working Capital, such ongoing administrative and operating costs of the Corporation in return for receiving a Loan and the payment of the Management Fee on the Management Fee Payment Date. The maximum amount WIGI is obligated to fund under this agreement (other than for Selling Commissions and Trailer Fees) is \$300,000. In the event the Corporation is in default under this agreement, WIGI can withhold funding, demand early payment of the Management Fee and terminate its obligations thereunder. See "Item 2 – Business of the Corporation – Material Agreements – Financing and Management Fee Agreement".

Tax Consequences

There are important tax consequences relating to the ownership of the Offered Securities. Potential Subscribers should seek independent professional advice based upon their own particular circumstances. See "Item 6 – Certain Canadian Federal Income Tax Consequences" and "Item 8 – Risk Factors-Tax Aspects".

Risk Factors

The purchase of the Offered Securities is highly speculative. A potential Subscriber should purchase the Offered Securities only if it is able to bear the risk of the entire loss of its investment and has no need for immediate liquidity.

If a Borrower other than WIGI defaults on a Loan, the Corporation will need to rely on the Loan Guarantee, and if WIGI fails to honour such guarantee, the Corporation will be unable to pay interest on the Bonds or to repay principal amount of the Bonds. While WIGI will provide the Loan Guarantees to the Corporation, Bondholders will have no direct claim against WIGI for payment of the Bonds. Bondholders must rely on the Corporation to pay the Bonds and the Bonds are not secured against the assets of the Corporation. If a Borrower defaults on its payments to the Corporation under the Loan Agreements, Bondholders do not have direct recourse against Walton, the Material Affiliates or the Sponsored Entities.

The Corporation's operations are subject to all the risks inherent in the establishment of a new business enterprise, including a lack of operating history. The Corporation cannot be certain that its business strategy will be successful.

This is not a direct investment in properties or development projects or any other physical asset, but an investment in debt securities (namely the Bonds) and equity non-voting securities (namely the Shares). There are no restrictions on Walton, its Material Affiliates, or their Sponsored Entities with regard to the use of the Loans.

Since the Corporation is not a reporting issuer in any jurisdiction of Canada, any Shares and Bonds issued under the Offering will be subject to a hold period which may never expire and which will restrict the transfers of Shares and Bonds except in very limited circumstances. There is no market over which the Shares or Bonds can be transferred and it is very unlikely one will develop.

The Corporation may conduct future financings through the issuance of equity or debt, including potential issuance of additional Shares and new series of bonds. Such securities may have different terms from the Offered Securities, and the issuance of additional securities may impact the timing of any future dissolution of the Corporation and the timing of their return of any Share Proceeds.

Securityholders must be prepared to rely on the management of the Corporation. Shareholders are NOT entitled to vote or attend any meetings of the Shareholders, except as provided herein. Equally, Bondholders are NOT entitled to vote or attend any meetings of Bondholders. There can be no guarantee against losses resulting from an investment in Shares or Bonds.

Certain of the directors and/or officers of the Corporation are also directors and/or officers of Walton, Walton Global, the Material Affiliates, the Sponsored Entities, and of other affiliates of Walton, as well as of other companies that are engaged and will continue to be engaged in activities that may put them in conflict with the business strategy of the Corporation. Consequently, there exists the possibility for such directors and officers to be in a position of conflict.

If Walton is unable or unwilling to continue to provide financing under the Financing and Management Fee Agreement to the Corporation or the obligations of Walton under the Financing and Management Fee Agreement terminate, this will have a material adverse effect on the Corporation and its ability to fulfill its obligations under the Bonds.

The Corporation is not a member institution of the Canada Deposit Insurance Corporation and the Shares and Bonds offered pursuant to this Offering Memorandum are not insured against loss through the Canada Deposit Insurance Corporation.

Other material risks applicable to an investment in the Offered Securities are set in the Offering Memorandum under "Item 8 – Risk Factors".

**Directors and
Officers of the
Corporation**

The directors and officers of the Corporation are:

William K. Doherty	President, Chief Executive Officer and Director
Donald J. Berglund	Chief Financial Officer
Tony Deegan	Director
Kenneth H. Phillips	Corporate Secretary

See "Item 3 – Interests of Directors, Management, Promoter and Principal Holders".

**Commissions to
Sellers and
Finders**

The Offered Securities may be offered for sale by Walton Capital and such other Agents as may be appointed from time to time. Walton Capital will receive a commission of up to 2% of the Gross Proceeds from the Offered Securities sold by it, except in jurisdictions where the payment of a commission to it is prohibited. Such other Agents may receive a commission of up to 2% of the Gross Proceeds of the Offered Securities sold by them. In certain circumstances and where an Agent receives less than 2% of the Gross Proceeds in commission, and only in those jurisdictions where permitted under applicable securities laws, if Walton Capital assists such other Agents with sales, Walton Capital may receive an additional percentage of commissions from the Gross Proceeds from the Offered Securities sold by such other Agents with such assistance such that the total commission in relation to such sales shall equal 2% of the Gross Proceeds; provided, however, that the total Selling Commission payable to Walton Capital and such other Agents will not exceed 2% of the Gross Proceeds. The maximum amount of Selling Commissions payable under the Minimum Offering will be \$10,000 and under the Maximum Offering will be \$500,000. Additionally, WIGI will fund the Corporation to pay Trailer Fees equal to an aggregate of 5% of the Gross Proceeds of the Offering payable as follows: 1% on March 29, 2015; 1% on March 29, 2016; 1% on March 29, 2017; 1% on March 29, 2018; and 1% on March 29, 2019, while the Offered Securities are held by an Agent's clients.

WIGI has agreed to fund the operations of Walton Capital and will fund its operating expenses. Additionally, WIGI has agreed to fund Walton Capital in respect of certain bonus payments that Walton Capital may make to its employees from time to time for meeting certain sales targets. See "Item 7 – Compensation Paid to Sellers and Finders".

**Walton
International
Group Inc.**

In business for over 30 years, WIGI, a Promoter of the Corporation, is one of Canada's most experienced land-based investment companies. Headquartered in Calgary, Alberta, WIGI and its related companies have offices in Toronto, Hong Kong, Singapore, Scottsdale (Arizona, USA) and Hamburg (Germany). Land-based investments are traditionally reserved for large institutions or corporations; however the Walton Group, through the structured product offerings it promotes, makes land-based investment products available to individuals. As at June 30, 2013, the Walton Group is managing 78,000 acres of land and has nearly 86,000 investors in North America, Europe and Asia. The Walton Group holds or manages land in Alberta, Ontario, Arizona, California, Florida, Georgia, Maryland, North and South Carolina, Texas and Virginia.

ITEM 1 - USE OF AVAILABLE FUNDS

Net Proceeds and Available Funds

The Net Proceeds and the funds which will be available to the Corporation after the Offering are as follows:

	Assuming Minimum Offering (\$)	Assuming Maximum Offering (\$)
A. Amount to be raised by this Offering	500,000 ⁽¹⁾	25,000,000 ⁽¹⁾
B. Selling Commissions	10,000 ⁽²⁾⁽³⁾	500,000 ⁽²⁾⁽³⁾
C. Estimated Offering costs (including legal, accounting, audit, etc.)	25,000 ⁽³⁾	25,000 ⁽³⁾
D. Net Proceeds: $D = A - (B+C)$ ⁽³⁾	500,000 ⁽³⁾	25,000,000 ⁽³⁾
E. Additional Sources of Funding Required	0 ⁽⁴⁾	0 ⁽⁴⁾
F. Working Capital Deficiency	0	0
G. Available Funds (D+E) - F	500,000	25,000,000

Notes:

- (1) Assuming 100 Shares and \$499,500 principal amount of Bonds for the Minimum Offering and up to 100,000 Shares and up to \$24,500,000 principal amount of Bonds for the Maximum Offering.
- (2) The Offered Securities will be offered for sale by Walton Capital and such other Agents as may be appointed from time to time by the Corporation. The maximum amount of Selling Commissions payable under the Minimum Offering will be \$10,000 and under the Maximum Offering will be \$500,000. Under the terms of the Financing and Management Fee Agreement, the Selling Commissions and Trailer Fees payable under the Offering for the sale of Offered Securities will be funded by WIGI for payment through Walton Capital and other registered dealers. The amounts so funded by WIGI will not be reimbursable by the Corporation. As such, they do not reduce the Net Proceeds available to the Corporation. Employees of Walton Capital, who sell Offered Securities, if any, will receive a commission of up to 2% of the Gross Proceeds from the Offered Securities sold by them except in jurisdictions where the payment of a commission is prohibited by securities legislation. Such other Agents may receive a commission equal to up to 2% of the Gross Proceeds of the Offered Securities sold by them. In certain circumstances and where an Agent receives less than 2% of the Gross Proceeds in commission, and only in those jurisdictions where permitted under applicable securities laws, if Walton Capital assists such other Agents with sales, Walton Capital may receive an additional percentage of commissions from the Gross Proceeds from the Offered Securities sold by those Agents such that the total commission in relation to such sales will equal 2% of the Gross Proceeds. The total commission payable to Walton Capital and those Agents will not exceed 2% of the Gross Proceeds. See also "Item 7 – Compensation Paid to Sellers and Finders". Additionally, the Agents will be entitled to receive the Trailer Fees calculated upon the aggregate of the Gross Proceeds of the Offering which will be payable as follows: 1% on March 29, 2015; 1% on March 29, 2016; 1% on March 29, 2017; 1% on March 29, 2018; and 1% on March 29, 2019, while the Agents' client holds the Offered Securities. See "Item 2 – Business of the Corporation – Material Agreements – Financing and Management Fee Agreement" and "Item 7 – Compensation Paid to Sellers and Finders" in this Offering Memorandum.
- (3) Under the terms of the Financing and Management Fee Agreement, WIGI will pay the Selling Commissions, Trailer Fees, and the costs of the Offering within specified limits and subject to the ability of WIGI to terminate its financing obligations in certain circumstances. The amounts so paid by WIGI will not be reimbursable by the Corporation; however, in addition to receiving a Loan, WIGI will be entitled to receive the Management Fee. Such amounts do not reduce the Net Proceeds available to the Corporation in D. See "Item 2 – Business of the Corporation – Material Agreements – Financing and Management Fee Agreement" and "Item 7 – Compensation Paid to Sellers and Finders".

- (4) It is not anticipated that any additional funding will be required to meet the Corporation's objectives in the case of either the Minimum Offering or the Maximum Offering.
- (5) The price per Share and the principal amount per Bond was determined by the Corporation and WIGI, without consultation with any Agents.

Use of Net Proceeds

The Corporation will use the total Net Proceeds available, as noted above, as follows:

Description of intended use of Net Proceeds listed in order of priority	Assuming Minimum Offering (\$)	Assuming Maximum Offering (\$)
Loans to Borrowers (Bond Proceeds) ⁽¹⁾	499,500 ⁽¹⁾	24,500,000 ⁽¹⁾
Invest in Permitted Investments (Share Proceeds) ⁽²⁾	500 ⁽²⁾	500,000 ⁽²⁾
Total	500,000	25,000,000

Notes:

- (1) The Corporation will lend the Bond Proceeds to Borrowers pursuant to the Loan Agreements. See "Item 2 – Business of the Corporation – Structure", "Item 2 – Business of the Corporation – Our Business and its Development" and "Item 2 – Business of the Corporation – Material Agreements – Loan Agreements".
- (2) The Corporation will invest the Share Proceeds in Permitted Investments. See "Item 2 – Business of the Corporation – Our Business and its Development".

Reallocation

The Corporation intends to use the funds available to it as stated in this Offering Memorandum. The Corporation will re-allocate funds only for sound business reasons.

ITEM 2 - BUSINESS OF THE CORPORATION

Structure

The Corporation

The Corporation was incorporated on October 25, 2013 pursuant to the ABCA. The Corporation was incorporated to conduct the Offering and issue the Offered Securities thereby, to pay interest monthly of 8% per annum on the outstanding principal amount of the Bonds, to repay the Bonds on the Maturity Date, to invest the Share Proceeds in Permitted Investments and to loan the Bond Proceeds to Borrowers pursuant to the terms of the Loan Agreements. All the Class A Shares are held by WIGI. See "Item 2 – Business of the Corporation – Our Business and its Development – Material Agreements".

The registered and head office of the Corporation is located at 23rd Floor, 605 – 5th Avenue SW, Calgary, Alberta T2P 3H5.

Walton International Group Inc. and the Borrowers

WIGI is a corporation formed from an amalgamation under the ABCA on November 1, 1995. The Corporation is currently a wholly-owned subsidiary of WIGI. WIGI is an affiliate of the Corporation and will be a

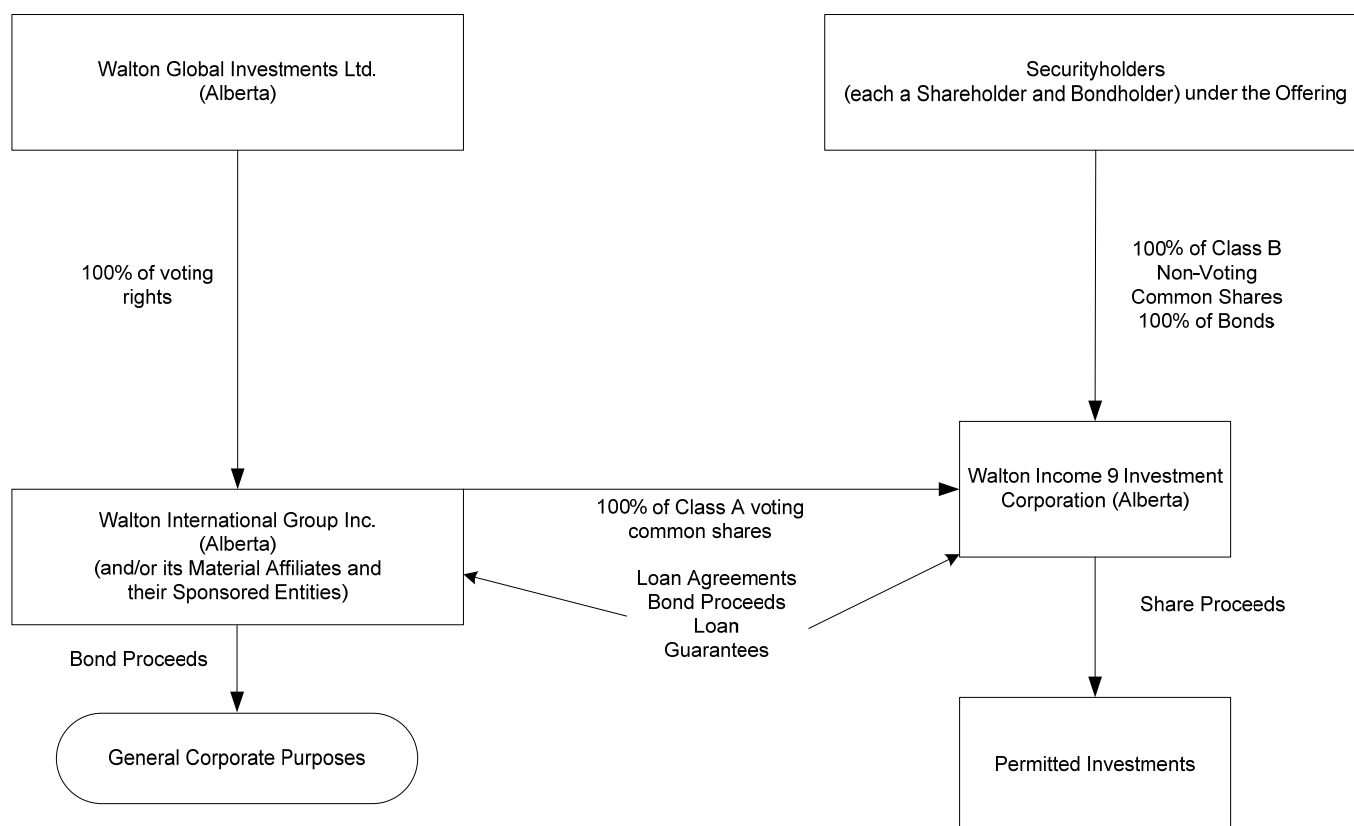
Borrower under a Loan Agreement. As WIGI took the initiative to establish the Corporation, it is also considered to be a Promoter of the Corporation. WIGI will enter into the Financing and Management Fee Agreement with the Corporation whereunder WIGI, in consideration for the Management Fee and receiving a Loan, will agree to fund (subject to a specified maximum amount and the ability of WIGI to terminate its funding obligations in certain circumstances) the costs of the Corporation including the Selling Commissions and Trailer Fees payable pursuant to the Offering, the Offering costs, and such ongoing administrative and operating expenses of the Corporation which the Corporation is unable to finance from its Working Capital. WIGI will also provide the Loan Guarantees to the Corporation whereby it will guarantee any Loan Amounts (including principal and accrued interest) borrowed by Material Affiliates and Sponsored Entities. The Borrowers intend to borrow an amount equal to the amount of the Bond Proceeds from the Corporation pursuant to the terms of the Loan Agreements upon the completion of each Closing. The Borrowers will thereafter use the proceeds of the Loans for general corporate purposes, in accordance with the terms of the Loan Agreements. See "Item 2 – Business of the Corporation – Our Business and Its Development – General", "Item 2 – Business of the Corporation – Material Agreements" and "Item 7 – Compensation Paid to Sellers and Finders".

As at the date hereof, WIGI is the owner of all of the Class A Shares of the Corporation. Kenneth H. Phillips and Donald J. Berglund, officers of the Corporation, William K. Doherty, an officer and director of the Corporation, and Tony Deegan, a director of the Corporation, are also officers and/or employees of WIGI, Walton Global and/or other affiliates of WIGI. All of the shares of WIGI are owned indirectly by members of the Doherty family, including William K. Doherty, the Chief Executive Officer and director of WIGI. See "Item 3 – Interests of Directors, Management, Promoters and Principal Holders".

Walton Group Structure

The structure of the entities in the Walton Group that are involved in the Offering, are outlined below. This diagram assumes the completion of the Offering.

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The shares of Walton Global are owned by Interborder Holdings Ltd. which is owned by members of the Doherty family. See "Item 3 – Interests of Directors, Management, Promoters and Principal Holders".

Our Business and Its Development

General

The Corporation was formed to conduct the Offering and issue the Offered Securities thereby, to pay interest monthly of 8% per annum on the outstanding principal amount of the Bonds, to repay the Bonds on the Maturity Date, to invest the Share Proceeds in Permitted Investments and to loan the Bond Proceeds to the Borrowers pursuant to the terms of the Loan Agreements. Under the terms of the Loan Agreements, the Borrowers will pay to the Corporation interest monthly on the amount of the Loan outstanding from time to time in the amount of 8.15% per annum. It is currently intended that after the Maturity Date and after the date that any other loans and accrued interest owed to the Corporation under potential future financings are repaid, approval will be sought from the Class A Shareholder for the dissolution of the Corporation. It is possible that such dissolution may not occur immediately, and may not occur for a number of years after the Maturity Date, thereby delaying the return of the Share Proceeds. Upon such dissolution, the Corporation intends to return the Share Proceeds less taxes and the reasonable costs and expenses of the dissolution to the holders of the Shares.

The Corporation intends to utilize the interest proceeds that it receives from the Loans to pay the interest that it will owe from time to time on the Bonds and to use the amount that it receives from the Borrowers on the repayment of the Loans on or before the Business Day that occurs three (3) Business Days prior March 29, 2019 to repay the principal amount of the Bonds on the Maturity Date. In the event that the Corporation wishes to redeem any or all of the Bonds pursuant to the terms thereof or, in the event that any of the Bondholders, in the

circumstances provided by the terms of the Bonds, validly request that the Corporation repay all or a portion of the Bonds (see "Item 5 – Description of Securities Offered – Terms of Securities – Bonds"), the Corporation will utilize its right under the Loans to demand repayment of all or a portion thereof to obtain the funds required to complete such redemption or to make such repayments. The effect of (i) the operation of the terms of the Bonds, including the interest payment obligations thereunder and the payment of the principal thereof on the Maturity Date, (ii) the fact that the only material assets of the Corporation (other than the Share Proceeds) will be the rights and benefits of the Corporation arising pursuant to the Loan Agreements (including the right to receive payments of principal and interest on account of the Loans), and the Permitted Investments (iii) the payment of the Management Fee to WIGI on the Management Fee Payment Date, is that there will be little or no funds available for distribution to the Shareholders other than the original amount paid by the Shareholders for their Shares under the Offering. **Because the Permitted Investments are issued by a third party, there can be no guarantee that the Share Proceeds will remain intact. See "Item 8 – Risk Factors".**

At the time of the first Closing, WIGI and the Corporation will enter into the Financing and Management Fee Agreement, whereunder WIGI will agree to pay (subject to a specified maximum amount and the ability of WIGI to terminate its funding obligations in certain circumstances) certain costs of the Corporation including the Selling Commissions, the Trailer Fees, the costs of the Offering and, to the extent that the Corporation is unable to do so from its Working Capital, ongoing administrative and operating costs of the Corporation in return for the Corporation making and advancing a Loan and paying the Management Fee.

The Corporation does not currently intend to declare or pay any dividends on the Shares prior to the repayment to it by the Borrowers of the principal amount of the Loans, the repayment by the Corporation of the principal amount of the Bonds on the Maturity Date and the payment by the Corporation to WIGI of the Management Fee.

It is currently intended that the Corporation will carry on no business other than as described above. However, the Corporation may conduct additional financings in the future.

See "Item 2 – Business of the Corporation – Material Agreements", "Item 5 – Description of the Securities Offered" and "Item 8 – Risk Factors".

The Walton Group

The Walton Group's Business Model

In business for over 30 years, WIGI, a Promoter of the Corporation, is one of Canada's most experienced land-based investment companies. Headquartered in Calgary, Alberta, WIGI and its related companies have offices in Toronto, Hong Kong, Singapore, Scottsdale (Arizona, USA) and Hamburg (Germany). Land-based investments are traditionally reserved for large institutions or corporations; however the Walton Group, through the structured product offerings it promotes, makes land-based investment products available to individuals. As at June 30, 2013, the Walton Group is managing 78,000 acres of land and has nearly 86,000 investors in North America, Europe and Asia. The Walton Group holds or manages land in Alberta, Ontario, Arizona, California, Florida, Georgia, Maryland, North and South Carolina, Texas and Virginia.

Historical Performance of the Walton Group's Syndicated Bond Products

Between January 1, 2005 and December 31, 2012, entities in the Walton Group have undertaken exempt securities offerings of 23 distinct bond products. The Walton Group has met all of its material interest and payment obligations in respect of such products. A report (the "**Report**") titled "Walton Group of Companies Syndicated Bond Schedule for the issuance period spanning January 1, 2005 to December 31, 2012" prepared by Walton and audited by PricewaterhouseCoopers LLP is appended to this Offering Memorandum as Schedule D. **The historical**

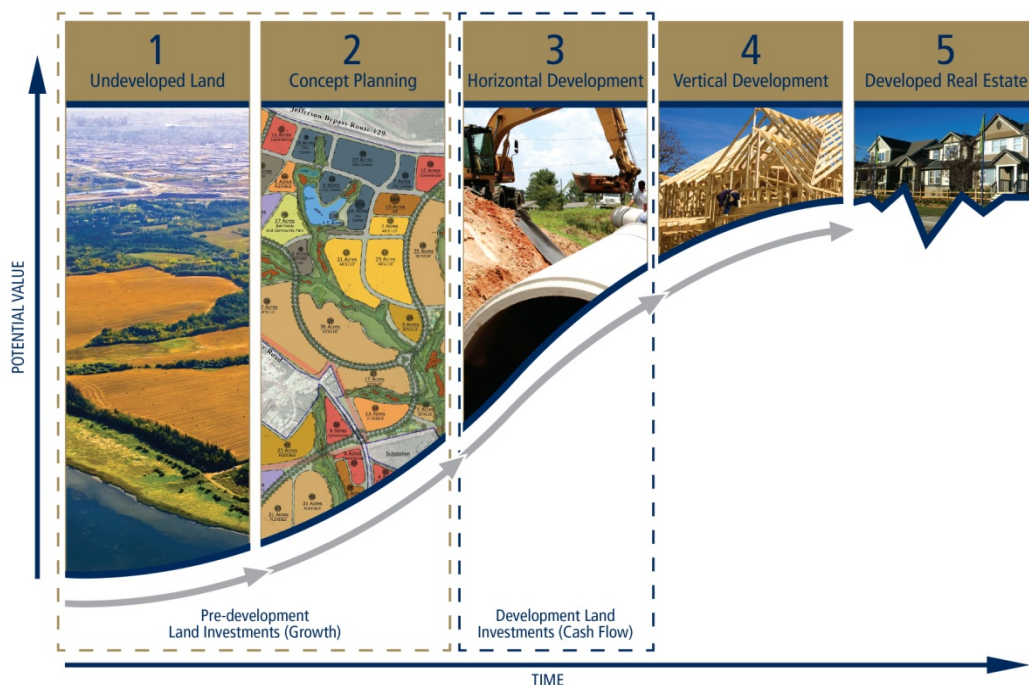
performance detailed in the Report is not indicative of the future performance of the Shares and Bonds offered hereunder. The investments detailed in the Report were offered under different structures and during different time frames, and the Report is attached to provide information about the Walton Group's business experience in syndicating and servicing bond products.

Use of Loan Proceeds

Walton, its Material Affiliates, and their Sponsored Entities will use the Loans for general corporate purposes including, without limitation, to finance portions of two of the Walton Group's traditional lines of business, the acquisition and syndication of undeveloped land and development projects. The information under "The Real Estate Life Cycle" and "Development Project Investment Strategy" below is meant to provide a general overview of these two lines of business. **Securityholders are cautioned however that they have no direct investment in these lines of business. The Offering is not an investment in properties, development projects or other physical assets but an investment in Shares, which are non-voting, and in debt securities, namely the Bonds of the Corporation, the proceeds of which will be loaned to the Borrowers on an unsecured basis.** See "Item 2 – Business of the Corporation" and "Item 8 – Risk Factors".

The Real Estate Life Cycle

The Real Estate Life Cycle is comprised of five stages through which land is transformed from an undeveloped asset into developed real estate. Most investors are familiar with the last stage. The Walton Group, however, focuses on the first three stages, allowing investors to participate at the earlier stages in the life cycle, which have traditionally only been accessible to those who can commit the sizeable capital required to secure and invest in the land. The Walton Group strives to unlock the investment value of the land, incorporating sustainable design principles into Concept Planning and community plans which will lead to the eventual creation of places for people to live, work and play. The Walton Group makes these land-based investments available to qualified investors worldwide so they may share in the potential returns.



The above diagram is provided for illustrative purposes only. Increase in potential value, if any, will not follow a straight or smooth line and there may be periods of decrease in value.

Walton's strategy engages four distinct areas – our Pillars of Strength – to guide our land-based investment process from the research and acquisition of land through to planning and exiting, including the distribution of proceeds to investors. Each of the Pillars is managed by separate teams with specialized and complementary skills. Walton's Pillars are described below.

Pillar I – Land Research and Acquisition

It is Walton's belief that a sound land buying strategy requires a thorough understanding of how a city and/or region is planning for its future growth. Walton targets only those lands that it believes will be required for that region's eventual build-out and development.

Walton's Land Research and Acquisitions Department ("**LRAD**") is comprised of land acquisition and technology specialists with experience in real estate and financial market research and analysis, environmental analysis, land acquisition, title and escrow matters and geographic information systems.

Walton's research is not strictly limited to the observations of the LRAD. In each regional market in which the Walton Group is targeting potential land acquisitions, Walton also retains professionals in the engineering, land planning, real estate and legal disciplines who provide support, guidance and insight into how the dynamics of growth are expected to impact a region's real estate market and its development.

The LRAD employs a proprietary research methodology and discipline that Walton has developed over more than 30 years which applies a systematic inspection of undeveloped land. The diagram below illustrates the top-down research methodology employed by the LRAD:



Walton's research starts with an examination of the macroeconomics of growth at the provincial/state level, which becomes increasingly focused into an examination of the microeconomics of specific target areas. At this stage, the LRAD examines how employment and population distribution specifically affects local settlement patterns. Taking these demographics into consideration, the LRAD examines market data and development patterns to identify those corridors that it believes are best suited to absorb this growth. In the course of this review, the LRAD uses geographical information systems technology to digitally map out the natural features of the target

region to ensure that all land designations, infrastructure, parcels, ownership and environmentally sensitive areas are identified and explained within the context of planning for eventual development.

In general, the LRAD systematically reviews potential real estate assets and will not acquire any properties unless they are located in areas that meet the following criteria. They must be:

- (i) in regions of long-term, sustainable population growth;
- (ii) in regions that have diverse economies, with the potential for sustainable growth;
- (iii) in or near municipalities that favour industrial, commercial and residential development;
- (iv) relevant to the region's eventual build-out of infrastructure and employment centres; and
- (v) best suited for cost-effective development.

Once these growth factors are understood, the conclusion of this research is the identification, due diligence and acquisition of strategic parcels of land that are believed to be suited for profitable and timely development. Walton believes that its strategic selection of land is the most critical aspect of its business model.

Pillar II – Investment Structuring for Syndication

The syndication and structuring team in Canada is comprised of legal, finance, compliance, investor services, marketing and sales-focused professionals who are responsible for the structuring and distribution through registered dealers, including Walton Capital, of Walton's investment offerings and ongoing investor relations.

By syndicating land-based investments in this manner, entities managed by the Walton Group can collectively acquire significant land holdings, thereby creating the potential for the Walton Group, as manager, to become a stakeholder in that area. Walton believes this will enable collaboration with municipalities on solutions for the designation of land uses that benefit the region. In general, each property syndicated by Walton is intended to be an integral component of a cohesive group of properties managed by Walton and to form a part of a "master plan" for that area.

The structuring team includes finance and legal professionals who are responsible for ensuring that the entities managed by Walton are marketed in accordance with regulatory requirements. Prior to syndication, the team generates a cash flow budget to seek to ensure that each offering is capitalized with sufficient reserves to cover all anticipated fees and expenses during the term of the entity.

Pillar III – Land Planning

WDM and WDM USA provide land management, planning and entitlement services to Walton and Walton Group-managed investment entities. An "entitlement" is a bundle of development rights that run with the land, which allow the land to be converted from rural or agricultural land into urban communities. WDM and WDM USA are comprised of a team of real estate development professionals with significant experience in engineering, land planning, finance, marketing and municipal affairs. WDM's and WDM USA's services fall into several categories.

WDM and WDM USA assist the LRAD with pre-acquisition research of market areas and individual properties, looking for potential material detriments to the future development viability of each property.

After the properties have been acquired, WDM and WDM USA seek to advance planning, entitlement and development approvals for each property, either individually or collectively with other Walton Group-managed properties that are adjacent to or in close proximity to the Property. WDM and WDM USA provide Concept

Planning services to all of the Walton Group-managed properties, which services include one or more of the following:

- *Development Feasibility Studies* – WDM and WDM USA will undertake, in conjunction with its third party consultants, studies to assess the probable land use and intensity of potential future development on the properties. These studies may include a determination of the infrastructure necessary to serve that development and the costs of putting such infrastructure in place. This process will likely include discussions with potential third party developers and other end users to determine their potential future interest in, and the potential future use of, the properties and what entitlements would be beneficial for that purpose. These studies permit WDM and WDM USA to determine the potential highest and best use for the properties and the type of planning, zoning and subdivision approvals that might ultimately increase the marketability of the properties.
- *Master Plan Preparation* – WDM and WDM USA often prepare, in conjunction with third party consultants, a conceptual "Master Plan" for the properties and the surrounding areas to show, based on the feasibility studies referred to above, proposed land uses for the properties in the context of a proposed development, including, street layouts and the conceptual layouts of the necessary infrastructure.
- *Planning and Zoning Approvals* – WDM and WDM USA submit applications for zonings for the properties and seek approvals from the applicable authorities with respect to the pre-development plans for the properties. The attributes and constraints for each land parcel, local market conditions and applicable regulations are studied carefully and then a conceptual land use plan is crafted with the assistance of local land use professionals, such as planners, engineers and lawyers.
- *Subdivision Plat Approvals* – WDM and WDM USA may, depending on the impact on the value of the property, prepare and submit applications for a "Subdivision Plat" that delineates the property into lots or blocks suitable for sale for residential, commercial or industrial development to developers, builders, or third party end users. The Subdivision Plat may be registered and form the basis on which a future land developer might proceed with the preparation of detailed drawings for project infrastructure.

The conceptual land use plan prepared by WDM and WDM USA is the basis for initiating and obtaining development approvals and seeks to achieve the highest and best use for the land. When development approvals are in place, the future land developer may have a more certain, less costly and more expedient development timeframe to deliver serviced land to homebuilders, end-users or building developers. Under balanced or strong market conditions, this entitled land position, with development approvals in place, potentially allows a developer to attribute a greater value to the land.

Both during the acquisition process and during the land investment hold period, WDM and WDM USA monitor and evaluate existing and proposed federal, state, and local governments' rules, regulations and policies for potential implications to developed land values, or opportunities to positively influence or foster favourable growth policy. Appropriate actions are taken by WDM and WDM USA after WIGI USA's approval, in its capacity as manager of the lands, is obtained.

Although development regulations, market conditions and economics change between the metropolitan areas and individual target areas, WDM and WDM USA approach planning and entitlement in each area in the same way, as a partner in long-term growth with the approving authorities and elected officials.

Upon request, WDM and WDM USA also assist the members of the Walton Group in evaluating purchase offers from developers or with executing or monitoring the completion of purchase conditions required of the Walton Group or the developer under land purchase agreements.

Pillar IV - Exits

The Exit Strategy Team helps structure and manage the exit strategy for clients. Walton and its affiliates have had exit proceeds and distributions to investors in respect of pre-development and development land projects of approximately \$1.5 billion (unaudited as of June 30, 2013). Walton's strategy is to work with regional, national and international real estate groups to seek out potential purchasers for the land it manages. The exit process includes negotiation of the price, terms and conditions, as well as an evaluation by Walton of the acquiring party's capacity to close. WIGI facilitates its clients' determination of how best to sell or otherwise dispose of land to maximize client returns. It is the intention that a project be exited on or before the completion of Concept Planning activities. To the extent that there are not sufficient funds left in the expense reserve, the "out of pocket" costs in relation to an exit will be borne from the proceeds of sale.

Historically, Walton Group-managed properties have been sold to entities from one of the following constituencies:

- Governments;
- Publicly traded real estate developers;
- Private, institutionally-financed developers;
- National and regional homebuilders; and
- Institutional investor syndicates, which may include co-investors related to Walton.

Development Project Investment Strategy

Walton's development projects have their own specific investment strategy and criteria which are summarized as follows:



Step 1: Property Acquisition – The Walton Group identifies strategic horizontal development opportunities. Lands selected for development must meet four general criteria. They must be, in WAM's judgement: (i) in regions of long-term sustainable population and employment growth; (ii) in regions that have diverse economies, with the potential for sustainable economic growth; (iii) in sub-markets that exhibit a limited supply of serviced lot inventory; and (iv) properties that are nearing receipt of, or have recently received, the necessary zoning for development to begin.

Step 2: Obtain Expressions of Interest or Letters of Intent from Builders or Other End Users – WDM does not initiate construction on any phase (see step 3 below) without securing letters of intent or expressions of interest from industrial developers or other end users for the acquisition of acreage in that phase representing 50% of the projected revenues from that phase (or such lesser amount as is permitted by the lenders of the construction loan for that phase).

Step 3: Construction of Infrastructure Using a Phased Approach – WDM manages the development process, which involves the design, approval, construction and maintenance of municipal services, such as sewer and water lines, electricity, telephone, cable tv, roads, sidewalks, parks and other community amenities. WDM does not manage the construction of commercial or industrial structures. In order to provide a controlled supply of serviced lots to the marketplace, WDM uses a phased approach to development. As serviced lot inventory in each phase declines and as market conditions warrant, construction is initiated on a subsequent phase.

Step 4: Payments to Investors – Upon receipt of payment for serviced lots from the vertical developers and other end users, the proceeds are used to repay the construction loans and the development entity's obligations before determining the amount available for distribution to investors on an annual basis. It is anticipated that distributions will be a combination of income and return of capital. Upon completion of all of the projects and final distributions, no property will be left in the development entity.

Long Term Objectives of the Corporation

The Corporation's long term objective is to conduct the Offering and issue the Offered Securities thereby, to pay interest monthly at a rate of 8% per annum on the outstanding principal amount of the Bonds and to repay the Bonds on the Maturity Date or, in certain circumstances, on early redemption, invest the Share Proceeds in Permitted Investments, enter in to the Loan Agreements, loan the Bond Proceeds to the Borrowers pursuant to the terms of the Loan Agreements and pay the Management Fee to WIGI on the Management Fee Payment Date. The Corporation will receive from the Borrowers, monthly in arrears, interest of 8.15% per annum on the outstanding Loans.

Short Term Objectives of the Corporation and How the Corporation Intends to Achieve Them

The Corporation's objectives for the next 12 months are to complete the Offering, earn interest on the Loans, and pay interest to the Bondholders pursuant to the terms of the Bonds.

What we must do and how we will do it.	Target Completion Date or, if not known, number of Months to complete	Cost to the Corporation to complete and source of funds (assuming Maximum Offering)
Complete the Offering and loan the Bond Proceeds to the Borrowers pursuant to the Loan Agreements	12 months	\$25,000 ⁽¹⁾

Note:

- (1) Other than the costs of the Offering and the Selling Commissions and Trailer Fees which will be paid by WIGI pursuant to the Financing and Management Fee Agreement and the interest payable on the Bonds which the Corporation will fund from the interest it will receive under the Loans, the Corporation anticipates that the costs and expenses of the Corporation for the first 12 month period after the first Closing will be approximately \$25,000 which will be funded by Working Capital and by WIGI pursuant to the Financing and Management Fee Agreement. The Corporation anticipates that these costs will include among other things, legal, accounting and auditing expenses, corporate maintenance fees and other ongoing costs.

See also "Item 2 – Business of the Corporation – Our Business and its Development", "Item 2 – Business of the Corporation – Financing from WIGI" and "Item 8 – Risk Factors".

Insufficient Funds

The proceeds of the Offering may not be sufficient to accomplish all of the Corporation's proposed objectives and there is no assurance that alternative financing to pay for such objectives will be available. See "Item 2 – Business of the Corporation – Material Agreements – Financing and Management Fee Agreement" and "Item 8 – Risk Factors".

Material Agreements

The following summarizes all material agreements to which the Corporation is currently, or proposed to be, a party to in conjunction with the completion of the Offering. The form of the Loan Agreement, the form of Financing and Management Fee Agreement and the form of the Bond Certificate are attached as schedules to this Offering Memorandum. Subscribers are advised to review these documents in detail and to have these documents reviewed by their own legal advisors and should not rely on the following summaries. The Loan Agreements and the Financing and Management Fee Agreement involve entities which may be affiliates of the Corporation. See "Item 2 – Business of the Corporation – Structure".

Bonds

The Bonds issued pursuant to the Offering will be unsecured, bear interest at the rate of 8% per annum, payable monthly on or before the last day in each month, or if such date occurs on a date that is not a Business Day, then on the next occurring Business Day of the following month until such time the Bonds are repaid in full, and will be due March 29, 2019. The Corporation shall also have the right to redeem the Bonds or repay a portion of the principal amount outstanding under the Bonds after one year from the date of issuance of the Bonds and prior to maturity in certain circumstances without bonus or penalty. In addition, a holder may require the Corporation to repay the Bonds prior to the Maturity Date and after March 29, 2017 in certain circumstances, and subject to adherence with the terms of the Bonds. The form of the certificate to be issued to evidence the Bonds will be substantially in the form attached as Schedule C hereto. For further material terms of the Bonds, see "Item 5 – Description of Securities Offered – Terms of Securities – Bonds."

Loan Agreements

In conjunction with the Offering, the Corporation will enter into the Loan Agreements with the Borrowers, substantially in the form attached hereto as Schedule A, which agreements will govern the relationship between the parties as it relates to the Loans and the use by the Borrowers of the Loans for general corporate purposes. Pursuant to the Loan Agreements, the Corporation will agree to lend to the Borrowers an aggregate amount not to exceed \$24,500,000 which actual amount will be equal to the amount received by the Corporation from the sale of the Bonds under the Offering. The Loans shall: (a) be revolving and payable on demand, (b) bear interest on the principal amount outstanding payable monthly on the fifth but not later than the third day prior to the final day of the month (or if such date is not a Business Day, then on the preceding day that is a Business Day) at a rate of 8.15% per annum, and (c) will mature and become repayable by the Borrowers to the Corporation three (3) Business Days prior to the Maturity Date of March 29, 2019.

Under the terms of the Loan Agreements, the Borrowers will use the Loans for general corporate purposes. Use of Loan Proceeds. Based on prior offerings, historically these funds have been utilized (i) to acquire or refinance properties, (ii) to finance or refinance construction or infrastructure, and (iii) for further general financing involving acquisition, refinance or development of real estate.

Notwithstanding the demand nature of the Loans, the occurrence of certain stated events will constitute an "Event of Default", whereby the Borrower shall be obliged to forthwith repay the Loan. An Event of Default includes (i) the non-payment of any amounts due under the Loan Agreement not otherwise remedied in 7 days; (ii) an order of a court declaring the Borrower at the time of such occurrence has funds outstanding under the Loan, bankrupt or insolvent or approving a petition seeking the reorganization, arrangement or winding up of the Borrower which, at the time of such occurrence has funds outstanding under the Loan; (iii) a resolution approving the winding up or liquidation of the Borrower which, at the time of such occurrence has funds outstanding under the Loan, or if the Borrower which has accessed funds from the Loan, and at the time of such occurrence has funds outstanding under the Loan, institutes bankruptcy or like proceedings; or (iv) the Borrower which, at the time of

such occurrence has funds outstanding under the Loan, neglects to observe or perform any of its obligations under the Loan Agreement and shall fail to rectify such default within 60 days.

The Loan Agreement further provides that, notwithstanding anything else contained in the Loan Agreement, the obligations of the Borrower under the Loan Agreement including, without limitation, the obligation to pay principal and interest under the Loan following the occurrence of an Event of Default are limited to repayment of the Loan and any unpaid accrued interest thereon. The Corporation can not try to sue on or seize or obtain the other assets of the Borrower which has accessed fund from the Loan.

Financing and Management Fee Agreement

The business of the Corporation will be limited to that set out in "Item 2 – Business of the Corporation – Our Business and its Development". It will invest the proceeds from the sale of Shares in Permitted Investments and will loan the Bond Proceeds to the Borrowers under the Loan Agreements. The Corporation anticipates that it will have sufficient funds from the interest paid to it by the Borrowers pursuant to the Loan Agreements, namely 8.15% on the Loan Amount (and after payment of interest under the terms of the Bonds, being 8% on the outstanding principal amount of the Bonds) to pay its ongoing costs of operations including audit fees, legal fees, transfer agent fees and expenses and reporting costs. WIGI has agreed to fund the Offering costs, Selling Commissions, Trailer Fees and, to the extent that the Corporation is unable to do so from its Working Capital, such on-going operating costs of the Corporation. These costs and fees that are paid by WIGI are not directly reimbursable by the Corporation to WIGI. In consideration for such obligation, WIGI will be entitled to be paid the Management Fee by the Corporation on the Management Fee Payment Date.

The maximum amount that WIGI is obligated to fund under the Financing and Management Fee Agreement (other than Selling Commissions) is \$300,000, provided however that WIGI may, at its sole option and discretion, elect to pay any amount in excess of that maximum.

The term of the Financing and Management Fee Agreement will continue until terminated by:

- (a) mutual agreement of the Corporation and WIGI;
- (b) an event of a default under the Financing and Management Fee Agreement, at the option of the party that is not in default; or
- (c) any other event that makes it unlawful or otherwise prohibited to carry out the transactions contemplated by the Financing and Management Fee Agreement.

The Loan Guarantees

In the event that the Borrower under a Loan is an entity other than WIGI, WIGI shall enter into a Loan Guarantee with the Corporation whereby WIGI agrees to guarantee the Loan Amount (including principal and interest). The form of Loan Guarantee is attached as a schedule to the form of Loan Agreement attached as Schedule A hereto.

ITEM 3 - INTERESTS OF DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

Compensation and Securities Held

The following table sets out information about each of the directors and officers of the Corporation, the Promoter and each person who, directly or indirectly, beneficially owns or controls 10% or more of any class of the Corporation's voting securities, being the Class A Shares:

Name and Municipality of Principal Residence	Positions Held and the Date of Obtaining that Position⁽¹⁾	Compensation Paid by the Corporation in the Most Recently Completed Financial Year and the Compensation Anticipated to be Paid in the Current Financial Year⁽³⁾	Number and Percentage of Class A Shares to be Held After Completion of the Minimum Offering⁽²⁾	Number and Percentage of Class A Shares to be Held after Completion of the Maximum Offering⁽²⁾
William K. Doherty Calgary, Alberta	President, Chief Executive Officer and Director	See Note 4	See Note 2	See Note 2
Donald J. Berglund Calgary, Alberta	Chief Financial Officer	See Note 4	See Note 2	See Note 2
Tony Deegan Calgary, Alberta	Director	See Note 4	See Note 2	See Note 2
Kenneth H. Phillips Calgary, Alberta	Corporate Secretary	See Note 4	See Note 2	See Note 2
Walton International Group Inc. Calgary, Alberta	Class A Shareholder and Promoter	See Note 3	100 (100%)	100 (100%)

Notes:

- (1) Each of the above directors and officers have held such positions since incorporation of the Corporation.
- (2) None of the above directors, officers or Promoter currently hold any Shares. Directors and/or officers of the Corporation may acquire Shares pursuant to the Offering.
- (3) WIGI is be considered to be a Promoter of the Corporation and owns 100% of its voting shares. All of the shares of WIGI are owned directly or indirectly by or for the benefit of the Doherty family. See "Item 2 – Business of the Corporation – Structure". WIGI also will provide funding to the Corporation to cover certain costs and expenses of the Corporation under the terms of the Financing and Management Fee Agreement and will receive the Management Fee on the Management Fee Payment Date. See "Item 2 - Business of the Corporation - Material Agreements – Financing and Management Fee Agreement".
- (4) The directors and officers of the Corporation will not receive direct compensation from the Corporation in connection with their roles in the Offering. Such directors and officers indirectly receive compensation through the payment of salaries and/or bonuses by Walton Global, WIGI and/or their affiliates not directly related to this Offering.

Management's Experience

The following table discloses the principal occupations of the directors and executive officers of the Corporation over the past five years:

<u>Name</u>	<u>Principal Occupations and Related Experience</u>
William K. Doherty	Mr. Doherty leads the Walton Group as President and Chief Executive Officer of Walton Global. He is an actively-involved director and executive with several Walton Group affiliates.

Mr. Doherty has been central to the Walton Group's strategic direction and expansion since the early 1990s, when he moved from the Walton Group's original Calgary base to Hong Kong to launch the Walton Group's Asian operations. He successively opened Walton Group offices in Hong Kong, Singapore, Japan and Malaysia, which evolved into key factors in the Walton Group's growing success in land-based real estate projects.

Upon returning to Canada in the late 1990s, Mr. Doherty expanded and diversified Walton's land portfolio. Over the ensuing decade, in addition to its leading role in the Calgary market, the Walton Group established positions in strategic growth regions around Edmonton, Ottawa, Toronto, Phoenix-Tucson, Dallas-Fort Worth, Austin-San Antonio, Atlanta, Charlotte and Washington DC. As well, Mr. Doherty directed the ongoing expansion of the Walton Group's investment operations, launching USA and European operations and opening offices in Scottsdale, Toronto and Hamburg. He is involved in developing the Walton Group's business relationships with leading international investment banks, broker-dealers, financial advisors, and institutional investors.

Mr. Doherty also oversees the Walton Group's involvement in land use planning and development, having formed WDM, recruiting industry leaders to key executive positions, and launching major real estate development projects.

Donald J. Berglund

Mr. Berglund is Chief Financial Officer for Walton Global, a position which he has held since September 17, 2013. Prior thereto, Mr. Berglund was Senior Vice President, Finance and Accounting of Walton Global since October of 2008. He is active in the areas of Finance and Accounting for Walton Global and for its affiliates. He graduated with a Bachelor of Management degree from the University of Lethbridge in 1991. He articulated with Coopers & Lybrand where he obtained his Chartered Accountant designation. In 2003, Don became a partner at PricewaterhouseCoopers LLP in the audit and assurance department. Mr. Berglund's key clients included a number of private real estate clients as well as a number of major Canadian public companies. Mr. Berglund resigned from PricewaterhouseCoopers in 2008. During his career he has worked in various locations throughout North America including Montreal, Toronto, San Jose and Jacksonville.

Tony Deegan

Mr. Deegan has held the role of Executive Vice President of WAM since September 2012. In this role, he focuses on a number of corporate initiatives including leading efforts in building relationships with institutions to meet the Walton Group's existing and future financing requirements. In addition, he collaborates with WDM and WIGI in seeking new partners and raising institutional capital for equity investments in future development projects. Prior thereto, he was Senior Vice President, Corporate Finance and Capital Markets for Walton Global from June 2012 to September 2012. Prior thereto, in WIGI he has held the positions of Senior Vice President, Sales, from March 2009 to June 2012; Senior Vice President, Operations from August 2008 to March 2009; Senior Vice President, International Marketing from May 2007 to August 2008; International Marketing Manager from December 2002 to April 2007; and Account Manager from December 2001 to December 2002. From 1991 to 2001, Mr. Deegan was an Account Manager in the packaged goods industry for Christie Brown & Co., a division of Nabisco and for Unilever Canada. Mr. Deegan obtained a Marketing Diploma from Mount Royal College (1991).

Kenneth H. Phillips

Mr. Phillips is the General Counsel and Corporate Secretary of WIGI and has held those positions since May 2007 and May 15, 2009 respectively. Mr. Phillips joined WIGI in August of 2005 as Associate General Counsel. From September of 2004 until July of 2005 he was a partner with the Canadian law firm Davis & Company (now Davis LLP). From January of 2002 to September of 2004 he was a partner of Gowling Lafleur Henderson LLP. Prior thereto, from July of 1993 to December of 2001, he was an associate of the law firm Ballem MacInnes LLP. Mr. Phillips holds a Bachelor's of Administration Degree (1988) from the University of Regina, and a Bachelor's of Laws degree (1993) from the University of New Brunswick.

Penalties, Sanctions and Bankruptcy

No penalty or sanction has been in effect during the last 10 years, nor has any cease trade order that has been in effect for a period of more than 30 consecutive days during the last 10 years, against a director, executive officer or control person of the Corporation or an issuer of which any of the foregoing persons was a director, executive officer or control person at the time, other than as follows.

William K. Doherty, a director and officer of the Corporation, WIGI, Walton Global and a director of WDM and WDM USA, is also a director and officer of Cordex Realty & Management (B.C.) Ltd. ("**Cordex B.C.**"). Cordex B.C. first commenced business as a licensed mortgage broker in British Columbia in 2003. Cordex B.C. entered into a consent order (the "**Order**") in April of 2006 with the Registrar of Mortgage Brokers for the Province of British Columbia, in relation to Cordex B.C. not fully complying with the regulations governing mortgage broker activity in the Province of British Columbia. Under the Order, Cordex B.C. admitted to utilizing incomplete forms in its information statements to mortgage investors and being non-compliant in respect to certain administrative activities. Cordex B.C. agreed to pay and did pay an administrative penalty of \$50,000 and the costs of the investigation undertaken by the Financial Institutions Commission, the regulatory body which governs mortgage brokers' activities in British Columbia.

William K. Doherty, a director and officer of the Corporation and numerous other companies in the Walton Group, is also a director and officer of Walton International Property Group (M) Sdn. Bhd. (the "**Malaysian Company**"), a Malaysian company. In settlement of a matter concerning infringement of Malaysia's exchange-control rules, the Malaysian Company agreed to pay an administrative fine (known as a compound) of 385,000 Malaysian ringgit (approximately CDN \$123,000). Procedures have been implemented to ensure that the Malaysian Company's currency exchange procedures are now in full compliance with Malaysian law.

No director, executive officer or control person of the Corporation or an issuer of which any of the foregoing persons or companies was a director, executive officer or control person at that time, has declared bankruptcy, or made a voluntary assignment in bankruptcy or proposal under any bankruptcy or insolvency legislation, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such person during the last 10 years.

ITEM 4 - CAPITAL STRUCTURE

Share Capital

The following table sets out the share capital of the Corporation as at the dates indicated:

Description of Security	Number Authorized to be Issued	Price Per Security	Number Outstanding as at November 6, 2013	Number and Dollar Amount Outstanding After Minimum Offering	Number and Dollar Amount Outstanding After Maximum Offering
Class A Voting Common Shares ⁽¹⁾	unlimited	\$1.00	100	100 \$100	100 \$100
Class B Non-Voting Common Shares ⁽²⁾	unlimited	\$5.00	Nil	100 \$500	100,000 \$500,000

Notes:

- (1) Holders of the Class A Shares are entitled to vote but are not entitled to dividends or to share on voluntary or involuntary liquidation, dissolution or winding-up the remaining assets of the Corporation available for distribution. All Class A Shares are owned by WIGL.
- (2) Each Subscriber will purchase 100 Shares for \$500 but can purchase any amount of Bond in excess of \$9,500, subject to the sole discretion of the Corporation to waive the minimum subscription requirement.

Long Term Debt

The Corporation currently has no outstanding long term debt. Upon the completion of the Offering, the Corporation will have outstanding debt as set forth in the table below. The Corporation does not currently intend to borrow funds for the purposes of the expenses of the Corporation.

Any borrowings by the Corporation will NOT take priority over the payment of the interest owed under the terms of the Bonds.

Description of Long Term Debt	Interest Rate	Repayment terms⁽¹⁾	Principal Amount Outstanding as at November 6, 2013	Principal Amount Outstanding After Minimum Offering	Principal Amount Outstanding After Maximum Offering
Bonds	8%	Repayable on the Maturity Date	Nil	\$499,500	\$24,500,000

Note:

- (1) For a detailed description of the terms of the Bonds, see "Item 5 – Description of the Securities Offered – Bonds".
- (2) The Corporation may issue new bonds in the future, see "Item 8 – Risk Factors – Future Financings".

Prior Sales

The Corporation has not issued any securities of the classes being offered under this Offering Memorandum during the last twelve months. The Corporation has not issued any other securities other than the Class A Shares referred to in the Share Capital table above.

ITEM 5 - DESCRIPTION OF SECURITIES OFFERED

Terms of Securities

Class B Non-Voting Common Shares

Holders of Shares are entitled to receive dividends as and when declared by the board of directors of the Corporation and, subject to the ABCA or as otherwise provided herein, are not entitled to vote at or attend any meetings of shareholders. Upon the Corporation's voluntary or involuntary liquidation, dissolution or winding-up, after payment of liabilities, the holders of Shares are entitled to share rateably amongst themselves in the remaining assets available for distribution.

The Corporation does not currently intend to declare or pay any dividends on the Shares prior to the repayment to it by the Borrowers of the principal amount of the Loans, the repayment by it of the principal amount of the Bonds on the Maturity Date and the payment by it to WIGI of the Management Fee. It is then intended that the Corporation will distribute to the Shareholders, by way of distribution on winding up of the Corporation, the remaining assets of the Corporation, including the share capital less taxes and the reasonable costs and expenses of dissolution. The Corporation may, upon giving notice to the Shareholders pursuant to the terms of the Shares, redeem or purchase the Shares on a pro-rata basis at the Share Redemption Price (as defined below), conditional upon the occurrence of the following: (i) all loans owed to the Corporation (including, without limitation, any loans made in connection with future financings) and any accrued interest thereon have been repaid in full; (ii) the Corporation has provided for the payment or discharge of all of its obligations; including any obligations in respect of future financings, and (iii) the Corporation has distributed to its shareholders all or substantially all of the remaining assets of the Corporation. The "**Share Redemption Price**" shall, at any time, be the amount that results from the following: (i) the difference resulting from the fair market value, as determined by the board of directors of the Corporation, at that time, of all of the assets of the Corporation at that time, less the aggregate stated capital of all issued and outstanding shares of the Corporation at that time other than the Shares, divided by (ii) the number of Shares outstanding at that time. The effect of (i) the operation of the terms of the Bonds, including the interest payment obligations thereunder and the payment of the principal thereof on the Maturity Date, (ii) the fact that the only material asset of the Corporation (besides the Share Proceeds and Permitted Investments) will be the rights and benefits of the Corporation arising pursuant to the Loan Agreements (including the right to receive payment of principal and interest on account of the Loans), and (iii) the payment of the Management Fee to WIGI on the Management Fee Payment Date, is that there will be little or no funds available for distribution to the Shareholders other than the original amount paid by the Shareholders for their Shares under the Offering. Because the Permitted Investments are issued by a third party, there can be no guarantee that the Share Proceeds will remain intact. See Item "2" – Business of the Corporation – Our Business and its Development" and "Item 8 – Risk Factors".

Bonds

The Bonds issued pursuant to the Offering will be unsecured, bearing interest at the rate of 8% per annum, from and including the date of issuance of the Bond to the Subscriber on the applicable Closing Date, payable monthly on or before the last day in each month, or if such date occurs on a date that is not a Business Day, then on the next occurring Business Day of the following month until such time the Bonds are repaid in full, and will be due March 29, 2019. The Corporation shall have the right on 30 days prior written notice to the holder(s) thereof to redeem any or all of the Bonds or repay a portion of the principal amount outstanding under the Bonds, after one year from the date of issuance and prior to maturity in certain circumstances without bonus or penalty.

The Bondholder shall, subject to the limitations set out in Bond Certificate, have the right at its option at any time after March 29, 2017, to require the Corporation to repay the Bond in its entirety prior to maturity upon giving at least one hundred and eighty (180) days prior written notice of the same to the Corporation. The total principal amount of all Bonds that are issued under the Offering that may be retracted shall not, in any calendar

year, unless expressly waived by the Corporation in its sole and unfettered discretion, exceed 20% of the total aggregate principal amount of all such Bonds outstanding as at 11:59 p.m. (Calgary time) on April 30, 2014 and once notices of retraction, in any calendar year, have been given in respect of such Bonds totaling, in principal amount, 20% of the total principal of all such Bonds outstanding as at 11:59 p.m. (Calgary time) on April 30, 2014, no further or subsequent notice of retraction shall, unless expressly waived by the Corporation in its sole and unfettered discretion, be effective in such calendar year and no right of retraction shall exist. Accordingly, such Bonds will be retractable on a "first come, first serve" basis.

If, in the circumstances of a redemption or repayment the Bondholder fails to surrender the Bond at the appropriate time, all amounts owing to the Bondholder may, at the Corporation's option, be set aside in trust for the Bondholder and for all purposes shall be deemed a payment to the Bondholder. In the event of repayment of a portion of the principal amount of the Bond, the Bondholder shall be entitled to receive a new Bond Certificate in respect of the amount that has not been so repaid. In the circumstances where the Corporation gives notice to Bondholders of a proposed redemption of the holders' Bonds, if the Corporation subsequently fails to redeem those Bonds on the last day of the 30 day notice period, the notice will be deemed to have been rescinded, and the Corporation and the Bondholders will be placed back in their respective positions with their respective rights as if such notice had never been given. For greater certainty, in such circumstances, should the Corporation again wish to give a written notice of redemption, it may do so.

The occurrence of certain events as outlined below will cause the Maturity Date of the Bonds to accelerate whereby the Corporation shall be obliged to forthwith repay the Bonds. An acceleration event includes (i) if the Corporation makes default in payment of the principal amount under the Bond when it becomes due and payable; (ii) an order of a court declaring the Corporation or WIGI bankrupt or insolvent or approving a petition seeking the reorganization, arrangement or winding up of the Corporation or WIGI; (iii) a resolution approving the winding up or liquidation of the Corporation or WIGI, or if the Corporation or WIGI institute bankruptcy or like proceedings; (iv) if the Corporation neglects to observe or perform any of its obligations pursuant to the terms of the Bonds and shall fail to rectify such default within 60 days; and (v) the Corporation agrees to an amendment to the Loan Agreements if such amendment is materially prejudicial to the ability of the Corporation to comply with its obligations under the Bonds.

Bonds may not be assumed by any other entity without prior written consent of the Bondholder thereof, and may not be sold, assigned or transferred by the Bondholder thereof without prior written consent of the Corporation. The Bonds are subject to an indefinite hold period and cannot be traded before the date that is four months and a day after the later of (i) the date of issuance of such Bonds and; (ii) the date that the Corporation becomes a reporting issuer, as defined in applicable securities legislation, in any province or territory of Canada. See "Item 10 – Resale Restrictions".

Under the terms of the Bonds, the Corporation reserves the right to (i) repay or to redeem any of the Bonds prior to repayment or redemption of other Bonds after one year from the date of issuance, and (ii) to purchase any of the Bonds at any time or times in the market, by tender or by private contract, without the obligation to purchase other Bonds. The Bonds may not be sold or transferred to non-residents of Canada.

Under the Subscription Agreements, the Corporation reserves the right to appoint a third party to administer the Bonds whose fees may be paid out of Working Capital.

Subscription Procedure

Direct

A Subscriber may subscribe for Shares and Bonds by delivering the following to (i) Walton Income 9 Investment Corporation (Attention: President), at Suite 2300, 605 – 5th Avenue SW, Calgary, Alberta, T2P 3H5; or (ii) to the Corporation's other Agents, if any, at an address provided by them:

- (a) a completed subscription agreement, including all applicable Exhibits and Electronic Funds Transfer Form; and
- (b) a certified cheque or bank draft or payment in Canadian funds in such other manner as may be acceptable to the receiving party in the amount of the investment payable to the appropriate party above.

The party receiving the subscription agreement and funds (unless such funds are held in a Deferred Plan as defined and discussed below) will hold the subscription funds in trust until at least midnight on the second Business Day after the day on which a signed and dated subscription agreement is received pursuant to applicable securities laws, after which time such funds shall continue to be held by the Corporation or the applicable agent or by the Corporation's registrar and transfer agent, as applicable, until the Closing Date.

Through a Deferred Plan

Until there are a sufficient number of Subscribers who have tendered subscription agreements and subscription funds (or an affirmation of funds as per below) so as to be able to complete the Minimum Offering, Subscribers may subscribe for Shares and Bonds by delivering to the applicable addresses set out above:

- (a) a completed Subscription Agreement, including all applicable exhibits and Electronic Funds Transfer Form; and
- (b) where Shares and/or Bonds are to be purchased by a trust governed by a Deferred Plan, affirmation that funds representing the subscription price are held in such Deferred Plan's account.

Subscribers should note that administrators of their Deferred Plan may require additional documents and forms to be completed.

At least two Business Days after the Minimum Offering is achieved, the Corporation anticipates that a Closing will take place, pursuant to which all subscription funds will be advanced to the Corporation from each Subscriber's Deferred Plan account in exchange for certificate(s) representing the Bonds and certificates (or in lieu thereof any acknowledgement of the Corporation's registrar and transfer agent) representing fully paid and non-assessable Shares.

The Corporation reserves the right to accept or reject subscriptions in whole or in part at its discretion and to close the subscription books at any time without notice. Any subscription funds for subscriptions that the Corporation does not accept will be returned promptly without interest or deduction after the Corporation has determined not to accept such subscription.

Prospective Subscribers should carefully review the Subscription Agreement and in particular the privacy provisions thereof to familiarize themselves with how the Corporation and its affiliates may use their personal information

The Corporation expects the first Closing to occur on or prior to December 1, 2013 but, in any event, no later than February 28, 2014. It is expected that multiple Closings will occur. The Corporation, in its sole discretion, may close the Offering on such one or more earlier or later dates as it may determine provided that the Minimum Offering is met. If the Minimum Offering is reached by February 28, 2014 but the Maximum Offering is not yet attained the Corporation may hold additional Closings up to and including April 30, 2014.

At, or prior to a Closing, the Corporation will cash all bank drafts and certified cheques received and shortly thereafter will deliver, or cause to be delivered, to each Subscriber, a confirmation from the Corporation's registrar and transfer agent that the Subscriber appears on the Corporation's share register and/or a certificate(s) representing Bonds and fully paid and non-assessable Shares, provided the subscription price has been paid in full.

Individual dealers, including Walton Capital, may have higher minimum investments per Subscriber because of investor qualification differences between provinces or as a matter of dealer policy.

If the Minimum Offering is not obtained by February 28, 2014, all subscription funds will be returned to Subscribers without interest or deduction.

ITEM 6 - CERTAIN CANADIAN FEDERAL INCOME TAX CONSEQUENCES

You should consult your own professional advisors to obtain advice on the tax consequences that apply to you. All investors will be responsible for the preparation and filing of their own tax returns in respect of this investment.

In the opinion of Gowling Lafleur Henderson LLP, Canadian counsel for the Corporation, the following describes the principal Canadian federal income tax considerations under the Tax Act generally applicable to a person who acquires Offered Securities pursuant to this Offering Memorandum and who, for purposes of the Tax Act, is resident in Canada, holds the Offered Securities as capital property and deals at arm's length and is not affiliated with the Corporation. Generally, the Offered Securities will be considered to be capital property to a person provided the person does not hold the Offered Securities in the course of carrying on a business and has not acquired the Offered Securities in one or more transactions considered to be an adventure in the nature of trade. Certain persons who might otherwise be considered to hold their Offered Securities as capital property may, in certain circumstances, be entitled to have the Offered Securities, and all other "Canadian securities" (as defined in the Tax Act), owned by such persons, treated as capital property by making an irrevocable election permitted by subsection 39(4) of the Tax Act. This summary is not applicable to a person (i) that is a "financial institution" subject to the mark-to-market rules in the Tax Act; (ii) that is, or is controlled by a "specified financial institution", as defined in the Tax Act; (iii) to whom the functional currency reporting rules in section 261 of the Tax Act apply; or (iv) an interest in which would be a "tax shelter investment" as defined in the Tax Act. In addition, this summary does not address the deductibility of interest by a person who has borrowed money to acquire Offered Securities.

This summary is based upon the provisions of the Tax Act in force as of the date hereof, all specific proposals to amend the Tax Act that have been publicly announced prior to the date hereof by the Minister of Finance (Canada) ("**Tax Proposals**") and counsel's understanding, based upon publicly available materials, of the current administrative and assessing policies of the Canada Revenue Agency. This summary is not exhaustive of all possible Canadian federal income tax considerations, and except for the Tax Proposals, does not take into account or anticipate any changes in the law, whether by legislative, governmental or judicial action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein.

This summary is of a general nature only and is not intended to be legal or tax advice to any particular purchaser of Offered Securities. Consequently, prospective purchasers should seek independent

professional advice regarding the tax consequences of investing in the Offered Securities, based upon their own particular circumstances.

The Corporation has advised counsel that it intends to file an election to become a public corporation for purposes of the Tax Act with effect from the beginning of its first taxation year and this summary assumes that such election will be filed in prescribed form and on a timely basis and that the Corporation will meet the requirements to be a public corporation no later than the timely filing of such election and at all material times thereafter. If the Corporation is not a public corporation at all material times the Offered Securities will not be a qualified investment for Deferred Plans and adverse tax consequences could result for such plans and their annuitants (as defined herein). One of the requirements for the Corporation to qualify as a public corporation is that it will have at least 150 separate holders of the Shares, each holding a minimum of \$500 worth of Shares and none of whom is an Insider of the Corporation. The Corporation may hold Closings of the Offering prior to this requirement being met and there is no guarantee that this requirement will be met. See "Item 8 – Risk Factors – Tax Aspects".

This summary also assumes that neither the Shares nor the Bonds will be listed or traded on a stock exchange or other public market for purposes of the Tax Act.

Dividends

The Corporation has advised that it does not currently intend to declare or pay any dividends on the Shares prior to the repayment to it by the Borrower of the principal amount of the Loan, the repayment by it of the principal amount of the Bonds on the Maturity Date and the payment by it to WIGI of the Management Fee. The Corporation has advised that, thereafter, it intends to wind up and distribute its remaining assets and to redeem or purchase the Shares. The Corporation has further advised that there will be little or no funds available for distribution to the Shareholders other than the original amount paid by the Shareholders for their Shares under the Offering. See "Item 2 - Business of the Corporation – Our Business and Its Development".

Distributions by the Corporation will generally be a dividend for purposes of the Tax Act subject to certain exceptions, including payments made by way of a redemption, acquisition or cancellation of Shares or certain distributions on the winding-up, discontinuance or reorganization of its business. Accordingly, distributions (if any) by the Corporation on the Shares throughout the life of the investment in the Shares will be in the form of dividends. On the winding-up, discontinuance or reorganization of the business of the Corporation, all or part of a distribution to Shareholders may be a return of capital that would not be deemed to be a dividend. A return of paid-up capital that is not deemed to be received by a holder as a dividend will reduce the adjusted cost base of a holder's Shares. If such reduction causes the adjusted cost base of a holder's Shares to become a negative amount, the negative amount will be deemed to be a capital gain from a disposition of the Shares and will be subject to tax under the Tax Act in the manner described below under the heading "Capital Gains and Losses". An amount paid by the Corporation upon a redemption, acquisition or cancellation of the Shares will be deemed to be a taxable dividend to the extent it exceeds the paid-up capital of the Shares.

Taxable dividends received or deemed to be received on the Shares will be included in the Shareholder's income. A taxable dividend received or deemed to be received by an individual will be subject to the gross-up and dividend credit rules under the Tax Act normally applicable to dividends received or deemed to be received from a taxable Canadian corporation, as defined in the Tax Act. An enhanced dividend tax credit in respect of "eligible dividends" designated by the Corporation will be available to individual Shareholders. Taxable dividends received or deemed to be received by an individual (including certain trusts) may give rise to a liability for alternative minimum tax.

Taxable dividends received or deemed to be received by a corporation will be included in the corporate holder's income, but generally will be deductible in computing such holder's taxable income, subject to the application of a specific anti-avoidance rule which may re-characterize such dividends as proceeds of disposition or

a capital gain. A holder that is a "private corporation" or a "subject corporation" (as defined in the Tax Act) may be liable to pay a refundable tax, generally imposed at 33⅓% on taxable dividends, to the extent such dividends are deductible in computing the holder's taxable income.

Disposition of a Share

A disposition or deemed disposition by a holder of a Share will result in a capital gain (or capital loss) to the holder to the extent that the proceeds of disposition of such Shares, net of reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Shares. A holder's adjusted cost base of the Shares generally will be the holder's subscription price for the Shares, subject to certain adjustments in accordance with the Tax Act.

Capital Gains and Losses

One-half of the capital gain realized by a holder from a disposition or deemed disposition of Offered Securities must be included in computing the holder's income as a taxable capital gain. One-half of a capital loss realized in a taxation year from a disposition or deemed disposition of Offered Securities will be deductible as an allowable capital loss against taxable capital gains realized in that year, and to the extent such allowable capital losses exceed taxable capital gains in the year, may be applied in the three previous taxation years or any subsequent taxation year, subject to certain restrictions contained in the Tax Act.

The amount of any capital loss realized by a corporation on the disposition of Shares may be reduced by the amount of any dividend received or deemed to be received by such corporation on such Shares (or on substituted shares) as described in the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a member of a trust that, directly or indirectly, owns Shares.

A holder that is an individual or trust may be liable to pay alternative minimum tax as a result of realizing a capital gain. A holder that is a Canadian-controlled private corporation, within the meaning of the Tax Act, will be liable to pay an additional refundable tax of 6⅔% on certain investment income, including taxable capital gains.

Interest Income

A holder of a Bond that is a corporation, partnership, unit trust or trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on the Bond that accrues to the holder to the end of the taxation year or becomes receivable or is received by the holder before the end of the taxation year, except to the extent such interest otherwise was included in the holder's income for a preceding taxation year.

Any other holder of a Bond, including individuals and trusts of which neither a corporation nor a partnership is a beneficiary, will be required to include in the holder's income for a taxation year any interest on the Bond received or receivable by the holder in that year (depending upon the method regularly followed by the holder in computing income), except to the extent that the interest was included in the holder's income for a preceding taxation year. In addition, if at any time a Bond should become an "investment contract", as defined in the Tax Act, in relation to a holder, such holder will be required to include in computing income for a taxation year any interest that accrues to the holder on the Bond up to any "anniversary day", as defined in the Tax Act, in that year, to the extent such interest was not otherwise included in the holder's income for that year or a preceding year.

A holder of a Bond may, in computing income for the year of disposition of a Bond, deduct any accrued interest that has been included in income for that or any preceding year to the extent that no amount was received or became receivable by the holder of a Bond in respect of such accrued interest.

A holder of a Bond that is a "Canadian-controlled private corporation" (within the meaning of the Tax Act) may be liable to pay an additional refundable tax of $6\frac{2}{3}\%$ on certain investment income, including interest income on the Bonds.

Disposition of a Bond

A holder of a Bond may realize a capital gain (or sustain a capital loss) upon the disposition or deemed disposition of the Bond (including upon a redemption, repayment in full prior to maturity, payment on maturity or purchase for cancellation) to the extent that the proceeds of disposition therefor exceed (or are less than) the aggregate of that holder's adjusted cost base of the Bond, any accrued interest and any reasonable costs of disposition. A holder's adjusted cost base of the Bond generally will be the holder's cost of the Bond, subject to certain adjustments in accordance with the Tax Act. The treatment of capital gains and losses is described above under the heading "Capital Gains and Losses".

Upon a disposition or deemed disposition of a Bond, interest accrued thereon to the date of disposition will be included in computing the income of the holder as described above under the heading "Interest Income" and will be excluded in computing the holder's proceeds of disposition of the Bond.

Deferred Plans

Provided the Corporation qualifies as a "public corporation" that is not a "mortgage investment corporation" (all within the meaning of the Tax Act), and subject to the Deferred Plans' investment policies, the Offered Securities, when issued, will be a qualified investment under the Tax Act for Deferred Plans. Provided the Offered Securities are a qualified investment under the Tax Act for Deferred Plans, any dividends received or receivable on the Shares, interest received or receivable on the Bonds or gains realized upon a disposition or deemed disposition of the Offered Securities will not be taxable to Deferred Plans.

Generally, if the Corporation does not qualify or ceases to qualify as a public corporation at any time, the Offered Securities will not be, or will cease to be, qualified investments for Deferred Plans at that time. Where a Deferred Plan acquires or holds an Offered Security that is not, or that ceases to be, a qualified investment, adverse tax consequences may arise to the Deferred Plan and the annuitant, beneficiary, subscriber or holder (collectively, the "**annuitant**"), as the case may be, under the Deferred Plan, including that the Deferred Plan may become subject to a penalty tax, the annuitant of such Deferred Plan may be deemed to have received income therefrom and, in the case of an RESP, the RESP may have its tax exempt status revoked. Accordingly, Deferred Plans that propose to invest in Offered Securities should consult their own tax advisors before deciding to purchase Offered Securities.

If at any time the Offered Securities are a prohibited investment for an RRSP, RRIF or TFSA, the annuitant may be subject to adverse tax consequences. Generally, the Offered Securities should not be a prohibited investment under the Tax Act for an RRSP, an RRIF or a TFSA, provided that the annuitant (i) deals at "arm's length" with the Corporation, (ii) does not have a "significant interest" in the Corporation, or (iii) does not have a "significant interest" in any corporation, partnership or trust that does not deal at "arm's length" with the Corporation (all for purposes of the Tax Act). The Department of Finance (Canada) released proposed amendments to the Tax Act on December 21, 2012 (the "**December 2012 Proposals**"), under which the Offered Securities would generally be a prohibited investment only where the first or second of these conditions is satisfied. Generally, an annuitant will not have a significant interest in the Corporation or any corporation, partnership or trust that does not deal at arm's length with the Corporation, provided the annuitant, or the annuitant together with persons and partnerships with whom the annuitant does not deal at arm's length, does not own (nor is deemed to own pursuant to the Tax Act), have an interest in or the right to acquire, directly or indirectly, 10% or more of the issued shares of any class of the capital stock of the Corporation or any corporation that does not deal at arm's length with the Corporation or of the interests in any partnership or trust that does not deal at arm's length with the

Corporation (all for purposes of the Tax Act). In addition, under the December 2012 Proposals the Offered Securities would not be a prohibited investment if the Offered Securities are "excluded property" as defined in the December 2012 Proposals. There can be no assurance that the December 2012 Proposals will be enacted in their current form or at all. Accordingly, prospective purchasers should consult with their own tax advisors as to whether the Offered Securities would be prohibited investments under the Tax Act in their particular circumstances.

Tax Considerations Pertaining to the Corporation

The Corporation will be subject to federal tax generally at ordinary corporate rates on its taxable income, including any income from the Loans and the Permitted Investments. The Corporation will be required to include in computing its income for a taxation year any interest on the Loans that accrues to the Corporation to the end of the taxation year or becomes receivable or is received by the Corporation before the end of the taxation year, except to the extent such interest otherwise was included in the Corporation's income for a preceding taxation year. The combined federal and Alberta corporate tax rate on ordinary business income is currently 25%.

In computing its income from a taxation year for purposes of the Tax Act, generally, the Corporation may deduct reasonable administrative and certain other general expenses incurred in the taxation year for the purpose of gaining or producing income from business or property. Based upon the facts contained in this Offering Memorandum, and provided that the Borrowers do not use the Loan proceeds to, directly or indirectly, assist another person with whom the Corporation does not deal at arm's length, for purposes of the Tax Act, a corporation of which the Corporation is a specified shareholder, for purposes of the Tax Act, or a partnership of which the Corporation's share of any income or loss is 10% or more, in the acquisition or development of land, the Corporation should be entitled to deduct reasonable interest that is paid or payable (depending on the method regularly followed by the Corporation) on the Bonds.

ITEM 7 - COMPENSATION PAID TO SELLERS AND FINDERS

The Offered Securities will be offered for sale by Walton Capital or other Agents as may be appointed from time to time as Agents for the Corporation. The maximum amount of commissions payable under the Minimum Offering will be \$10,000 and under the Maximum Offering will be \$500,000, being 2% of the Gross Proceeds of the Minimum Offering and the Maximum Offering. Walton Capital will receive a commission equal to 2% of the Gross Proceeds from the sale of Offered Securities by it, except in jurisdictions where the payment of a commission is prohibited by securities legislation. Such other Agents may receive a commission equal to up to 2% of the Gross Proceeds from the Offered Securities sold by such other Agents. In certain circumstances and where an Agent receives less than 2% in commission, and only in those jurisdictions where permitted under applicable securities laws, if Walton Capital assists such other Agents with sales, Walton Capital may receive an additional amount in connection with sales by such other Agents with Walton Capital's assistance, such that the total commission in relation to such sales shall equal 2%; provided, however, that the total commission payable will not exceed 2%. Any referral sources used by the Agents in connection with the sale of Offered Securities to Subscribers, if any (which referral sources may include firms and representatives of such firms who are registered in certain of the Canadian provinces or territories as insurance brokers, real estate brokers or mortgage brokers), will be compensated by the payment of referral fees in an amount to be determined between the applicable Agents and the referral sources, which amounts will be paid out of the commissions payable to the Agents under the Offering and will not exceed the commissions payable to such Agents. The Trailer Fees equal to an aggregate of 5% of the Gross Proceeds of the Offering will also be paid to Agents as follows: 1% on March 29, 2015; 1% on March 29, 2016; 1% on March 29, 2017; 1% on March 29, 2018; and 1% on March 29, 2019, while the Offered Securities are held by an Agents' clients. Any referral sources utilized by Agents may be compensated by referral fees in an amount to be determined between such referral sources and such agents out of the Trailer Fees.

Individual dealers, including Walton Capital, may have higher minimum investments per Subscriber because of investor qualification differences between provinces or as a matter of dealer policy.

Walton Capital is a registered exempt market dealer. The dealing representatives of Walton Capital are permitted to sell Offered Securities in accordance with the terms of their respective registrations. Walton Capital is a wholly-owned subsidiary (directly or indirectly) of Walton Global, which is an affiliate of WIGI. **In connection with the distribution of Offered Securities by Walton Capital, the Corporation may be considered to be a "related issuer" of Walton Capital under applicable Canadian securities laws.** Subject to the funding commitment referred to below, Walton Capital will not receive any benefit in connection with the offering of Offered Securities other than its portion of the commission payable to the Agents as described above.

WIGI has agreed to fund the operations of Walton Capital and will fund its operating expenses. Additionally, WIGI has agreed to fund Walton Capital in respect of certain bonus payments that Walton Capital may make to its employees from time to time for meeting certain sales targets.

The decision to distribute the Offered Securities and the determination of the structure and pricing and other terms and conditions of the distribution were made by WIGI and the Corporation.

The Selling Commissions and Trailer Fees payable under the Offering for the sale of Offered Securities will be paid by WIGI pursuant to the Financing and Management Fee Agreement. See "Item 2 – Business of the Corporation – Material Agreements – Financing and Management Fee Agreement".

The Corporation intends to enter into an agency agreement with Walton Capital, pursuant to which each will agree to distribute the Offered Securities on a private placement basis using commercially reasonable efforts in accordance with such agreement. In addition, the Corporation and Walton Capital may enter into agency or referral agreements with appropriate parties in respect of the Offering. It is anticipated that such agreements, if entered into, will contain terms and conditions that are customary in respect of offerings of the nature of the Offering, which may include the ability of such agent or referral source, to terminate their respective obligations at any time before the Closing upon certain occurrences.

WIGI may sponsor conferences or retreats, the participants in which may be selected based upon overall sales volumes of WIGI sponsored securities products and not related directly to any specific offering. Walton Capital dealing representatives may be eligible to participate in such conferences or retreats. In addition, WIGI may pay corporate finance fees and/or due diligence fees to potential Agents for the purposes of their review and due diligence in order to allow them to determine whether to sell the Offered Securities. These corporate finance fees and/or due diligence fees may be paid by WIGI, without reimbursement by the Corporation.

ITEM 8 - RISK FACTORS

In addition to factors set forth elsewhere in this Offering Memorandum, potential Subscribers should carefully consider the following factors, many of which are inherent to the ownership of the Offered Securities. An investment in the Offered Securities involves various risks and uncertainties. The risks discussed in this Offering Memorandum can adversely affect the Corporation's operations, operating results, prospects and financial condition. This could cause the value of the Offered Securities to decline, cause the Corporation to be unable to pay the interest on the Bonds or to repay the Bonds and cause investors therein to lose part or all of their investment. In addition to those set out below and elsewhere in this Offering Memorandum, other material risks and uncertainties of which the Corporation is not presently aware also may harm its business. The following is a summary only of the material risk factors involved in an investment in the Offered Securities. Prospective Subscribers should review the risks with their legal and financial advisors.

Highly Speculative

The purchase of Shares and Bonds is highly speculative. A potential Subscriber should purchase Shares and Bonds only if it is able to bear the risk of the entire loss of its investment. An investment in the Shares and Bonds should not constitute a significant portion of a Subscriber's portfolio.

Bonds are Unsecured

The Bonds issued pursuant the Offering are not secured against the assets of the Corporation. In the event of an event of a default under the Bonds by the Corporation, a claim by a Bondholder may be subordinated to any senior secured indebtedness of the Corporation, if any, and will rank equally with any other unsecured creditors of the Corporation.

If a Borrower defaults on a Loan and WIGI does not honour the Loan Guarantees, the Corporation will be unable to Pay Interest on the Bonds or Repay the Bonds

The Corporation was formed solely for the purposes of making the Offering, entering into the Loans and investing the Share Proceeds in Permitted Investments. The ability of the Corporation to comply with its obligations under the Bonds, and the financial performance of the Corporation, will be contingent upon the Borrowers complying with their obligations to repay the Loans pursuant the terms of the Loan Agreements, including the payment of interest accruing thereunder. The only material assets of the Corporation will be the Share Proceeds and the Permitted Investments and the rights and benefits of the Corporation arising pursuant to the Loan Agreements (including the right to receive payment of principal and interest on account of the Loans). While WIGI will provide the Loan Guarantees to the Corporation, Bondholders will have no direct claim against WIGI for payment of the Bonds. Bondholders must rely on the Corporation to pay the Bonds and the Bonds are not secured against the assets of the Corporation. In the event that the Borrowers default on the Loans and/or WIGI defaults on the Loan Guarantees, for whatever reason, the Corporation will likely be unable to pay the interest on, or repay, the Bonds. If a Borrower defaults on its payments to the Corporation under the Loan Agreements, Bondholders do not have direct recourse against Walton, the Material Affiliates or the Sponsored Entities.

Operating History

The Corporation has been incorporated for the purpose of completing the Offering, paying interest on the Bonds, entering into the Loan Agreements and the Financing and Management Fee Agreement, investing the Share Proceeds in Permitted Investments and paying the Management Fee. The Corporation's operations are subject to all the risks inherent in the establishment of a new business enterprise, including a lack of operating history. The Corporation has been incorporated for a limited purpose and will carry on no business other than for that limited purpose. The Corporation cannot be certain that its business strategy will be successful. The likelihood of success of the Corporation must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business. If the Corporation fails to address any of these risks or difficulties adequately, its business will likely suffer. There is no assurance that the Corporation can operate profitably. It is anticipated that after repayment of the outstanding principal amount and interest of the Bonds and payment of the Management Fee, there will be no further profits received by Subscribers. While the share capital of the Shares will be invested in Permitted Investments (which are issued by third parties), there is no guarantee that such capital will increase in value or that the share capital itself will be available for return to the Shareholders.

The Offered Securities are not a Direct Investment in Real Estate

The Offered Securities are not an investment in properties or other real estate, but an investment in debt securities, namely the Bonds and an investment in non-voting equity securities, namely the Shares. The Bonds will

pay interest of 8% per annum. The Corporation will not be investing in properties, development projects, or other real estate but will be providing the Loans to the Borrowers. Neither the Corporation nor the Subscribers will share in any profits that WIGI, a Material Affiliate or a Sponsored Entity may enjoy as a result of its use of the proceeds of the Loans. There are no restrictions on Walton, its Material Affiliates, or their Sponsored Entities with regard to the use of the Loans.

There are Limitations on Your Ability to Require the Corporation to Repay Your Bonds

No notice of early repayment may be issued by a Bondholder until March 29, 2017. Additionally, the Corporation is not obligated to repay any Bond presented early for repayment in circumstances where, in any calendar year, there has already been repayment or notice received in respect of such equal to 20% of the total principal amount of all Bonds outstanding as at 11:59 pm (Calgary time) on April 30, 2014. Accordingly, an investor's right to early repayment is limited. Investors should read the full text of the form of Bond Certificate appended hereto as Schedule C.

No Bond Trustee

Bondholders will not be represented by a Bond trustee. Bondholders will not be offered a mechanism to hold meetings or vote on any decisions of the Corporation. Bondholders are NOT shareholders and do not enjoy the rights and privileges offered to Shareholders under corporate statutes by virtue of holding Bonds.

Investment Not Liquid

The Shares and Bonds will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, a Securityholder will not be able to trade the Shares or Bonds unless it complies with very limited exemptions from the prospectus and registration requirements under applicable securities legislation. As the Corporation has no intention of becoming a reporting issuer in any jurisdiction in Canada, these restrictions in trading will not expire. There is no market over which the Shares or Bonds may be traded and it is very unlikely that one will develop. Consequently, Securityholders may not be able to liquidate their Shares in a timely manner, if at all, or pledge their Shares or Bonds as collateral for loans. See "Item 10 - Resale Restrictions".

Conflicts of Interest

The directors and/or officers of the Corporation are also directors and/or officers of WIGI and of other affiliates of WIGI, as well as of other companies that are engaged and will continue to be engaged in activities that may put them in conflict with the business strategy of the Corporation. Meeting attendance fees may be paid to the directors of the Corporation by WIGI. Walton Capital will be a sales agent for the Corporation for the sales of Offered Securities under this Offering Memorandum and, as such, its employees will receive fees and commissions with respect thereto. WIGI owns all the voting shares of the Corporation. WIGI will provide funding to the Corporation under the Financing and Management Fee Agreement and will receive the Management Fee thereunder. The Corporation and/or WIGI and/or Material Affiliates and/or Sponsored Entities will enter into the Loan Agreements whereby the Corporation will loan some or all of the Bond Proceeds to the Borrowers. The Corporation will need to rely on the Borrowers to comply with the obligations under the Loan Agreements in order for the Corporation to be able to comply with its payment obligations under the Bonds. Additionally, WIGI will provide the Loan Guarantees for any Loan Amounts borrowed by Material Affiliates and Sponsored Entities. Consequently, there exists the possibility for such directors and officers to be in a position of conflict. All decisions to be made by such directors and officers involving the Corporation are required to be made in accordance with their duties and obligations to act honestly and in good faith with a view to the best interests of the Corporation.

The Corporation does not have any employees. It will rely on the employees of its affiliates (including WIGI) for the day-to-day management of its affairs. As directors and/or officers of WIGI and other affiliates of WIGI, these persons have interests in, and engage in, other business activities, including structured product and development project offerings involving real estate in which WIGI is involved and/or is a promoter. As a result, they will have conflicts of interest in allocating their time between the Corporation and other activities in which they are involved. There is no assurance that these persons will devote adequate time to the operations of the Corporation or will not devote more time and effort to other properties. If any Borrower suffers or is distracted by adverse financial or operational problems in connection with their operations unrelated to the Corporation, they may allocate less time and resources to the operations of the Corporation.

Environmental Matters

Under various environmental laws, ordinances and regulations, the current or previous owner or operator of properties acquired or refinanced by WIGI or its Material Affiliates or its Sponsored Entities, using the proceeds of the Loan, may be liable for the costs of removal or remediation of hazardous or toxic substances on, under or in such Properties. These costs could be substantial. Such laws could impose liability whether or not WIGI or the Corporation knew of, or was responsible for, the presence of such hazardous or toxic substances. The presence of hazardous or toxic substances, or the failure to remove or remediate such substances, if any, or restrictions imposed by environmental laws on the manner in which such properties may be operated or projects developed which could adversely affect WIGI's or the Material Affiliate's ability to sell such properties, or the Sponsor Entities' ability to develop projects and therefore to repay the Loans. Environmental laws provide for sanctions for non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. Certain environmental laws and common law principles could be used to impose liability for release of and exposure to hazardous substances into the air. Third parties may seek recovery from real property owners or operators for personal injury or property damage associated with exposure to released hazardous substances. WIGI or the Material Affiliates or the Sponsored Entities may be subject to liability for undetected pollution or other environmental hazards against which they cannot insure, or against which they may elect not to insure where premium costs are disproportionate to WIGI's perception of relative risk. Such factors may impact their ability to repay the Loans or interest on it, which in turn will have an adverse impact on the Corporation's ability to repay the Bonds and the interest on the Bonds.

Funding by WIGI under the Financing and Management Fee Agreement

The Corporation will not have any available funds to pay the Selling Commissions or Trailer Fees under the Offering or to pay the costs of the Offering. The interest payments received from WIGI pursuant to the Loan may not be sufficient to pay the ongoing costs of the Corporation. As a result, the Corporation and WIGI will enter into the Financing and Management Fee Agreement whereby WIGI will agree to fund (subject to a specified maximum amount and the ability of WIGI to terminate its funding obligations in certain circumstances) the costs of the Corporation including the ongoing operating and administrative costs to the extent that the Corporation is unable to do so from its Working Capital. In the event that, for any reason, WIGI is unable or unwilling to continue to provide funding under the Financing and Management Fee Agreement to the Corporation or the obligations of WIGI under the Financing and Management Fee Agreement terminate, the Corporation will need to find other sources of financing to pay for its ongoing costs and expenses, which other sources of financing may not be available or may not be available under terms that are acceptable to the Corporation. Any borrowings by the Corporation will take priority over the distribution of income or other amounts to the Shareholders and such amounts will be required to be repaid before any distributions of income or other amounts are made to the Shareholders. Having to obtain such financing or the inability of the Corporation to obtain such financing for its operations will have a material adverse effect on the Corporation and may result in the Corporation defaulting on its payment obligations under the Bonds. The funding obligations of WIGI under the Financing and Management Fee Agreement do not include the obligation to fund the Corporation's interest or repayment obligations under the Bonds in the event that the Corporation does not have adequate funds to make such payments.

Reliance on Management

Decisions regarding the management of the Corporation's affairs will be made exclusively by the officers and directors of the Corporation and not by the Securityholders. WIGI owns all of the voting securities of the Corporation. Subject to the ABCA or as otherwise provided herein, Securityholders will not be entitled to vote at or attend any meetings of the shareholders of the Corporation. Bondholders will have no rights to attend meetings of the shareholders or vote in any manner. Subscribers must carefully evaluate the personal experience and business performance of the officers and directors of the Corporation and of WIGI. The Corporation may retain independent contractors, including affiliates of the Corporation and WIGI, to provide services to the Corporation. These contractors have no fiduciary duty to the Securityholders and may not perform consistently with the fiduciary duty owed to Shareholders by the Corporation.

The success of the Corporation will be largely dependent upon the performance of its management and key employees of WIGI and its affiliates. There is a risk that the death or departure of any member of management or any key employee could have a material adverse effect on the Corporation.

Tax Aspects

Canadian federal and provincial tax aspects, and local tax aspects, should be considered prior to investing in the Shares and Bonds (see "Item 6 – Certain Canadian Federal Income Tax Consequences"). The return on a Securityholder's investment may be affected by changes in Canadian tax laws. The discussion of certain Canadian federal income tax considerations in this Offering Memorandum is based upon current income tax laws. There can be no assurance that: (a) applicable tax laws, regulations or judicial or administrative interpretations will not be changed, (b) applicable tax authorities will not take a different view as to the interpretation or the application of tax laws and regulations than the Corporation or than as set out in this Offering Memorandum, or (c) the facts upon which the tax discussions set out in this Offering Memorandum are based are materially correct. Any of the preceding may fundamentally alter the tax consequences to investors of holding or disposing of Shares or Bonds.

The return on a Securityholder's investment is affected by Canadian tax laws as they apply to the Corporation.

If, at any time, the Offered Securities are or become a prohibited investment under the Tax Act for an RRSP, RRIF or TFSA, the annuitant of the RRSP or RRIF or the holder of the TFSA may be subject to adverse tax consequences. Prospective purchasers should seek independent professional advice regarding the tax consequences of acquiring the Offered Securities in an RRSP, RRIF or TFSA.

Generally, if the Corporation does not qualify or ceases to qualify as a public corporation within the meaning of the Tax Act at any time, the Offered Securities will not be, or will cease to be, qualified investments for Deferred Plans and the income tax considerations described under "Item 6 – Certain Canadian Federal Income Tax Consequences – Deferred Plans" would be materially and adversely different in certain respects. One of the requirements for the Corporation to qualify as a public corporation is that it will have at least 150 separate holders of Shares, each holding a minimum of \$500 worth of Shares and none of whom is an Insider of the Corporation. The Corporation may hold Closings of the Offering prior to this requirement being met and there is no guarantee that this requirement will be met. Accordingly, Deferred Plans that propose to invest in the Offered Securities should consult their own tax advisors before deciding to purchase the Offered Securities.

The discussion of certain Canadian federal income tax considerations contained in this Offering Memorandum is provided for information purposes only and is not a complete analysis or discussion of all potential tax considerations that may be relevant to the acquisition of Shares or Bonds. **All investors will be responsible for the preparation and filing of their own tax returns in respect of this investment.** Prospective investors are

urged to consult their own tax advisors, prior to investing in the Corporation, with respect to the specific tax consequences to them from the acquisition of Shares or Bonds.

Shares and Bonds Not Insured

The Corporation is not a member institution of the Canada Deposit Insurance Corporation and the Shares and Bonds offered pursuant to this Offering Memorandum are not insured against loss through the Canada Deposit Insurance Corporation.

The Corporation has Limited Assets

The Corporation has no assets, and will undertake no activities, other than as detailed in this Offering Memorandum. The Corporation was formed solely for the purposes of making the Offering, entering into the Loans and investing the Share Proceeds in Permitted Investments.

Future Financings

The Corporation may conduct additional financings through the issuance of equity or debt to fund its future operations. There can be no assurance that additional financing will be available to the Corporation on terms acceptable to the Corporation. The Corporation cannot predict the size of future issuances of equity or the issuance of debt or the effect, if any, that future issuances and sales of the Corporation's securities will have on the Offered Securities. Such securities may have different terms than the Offered Securities, and the issuance of additional securities may impact the timing of any future dissolution of the Corporation and the timing of the return of any Share Proceeds.

Shareholders should not expect significant growth in the Share Proceeds or, in some circumstances, to receive a return of the Share Proceeds

The Corporation does not currently intend to declare or pay any dividends on the Shares prior to the repayment to it by the Borrowers of the principal amount of the Loans and any other loans owed to the Corporation in connection with any future financings, the repayment by it of the principal amount of the Bonds on the Maturity Date and the payment by it to WIGI of the Management Fee. **It is then intended that the Corporation will distribute to the Shareholders, by way of distribution on winding up of the Corporation, the remaining assets of the Corporation.** It is possible that such winding up of the Corporation will not occur immediately and may not occur for a number of years, thereby delaying the return of the Share Proceeds. The effect of (i) the operation of the terms of the Bonds, including the interest payment obligations thereunder and the payment of the principal thereof on the Maturity Date, (ii) the fact that the only material assets of the Corporation (besides the Share Proceeds) will be the rights and benefits of the Corporation arising pursuant to the Loan Agreements (including the right to receive payment of principal and interest on the account of the Loans) and the Permitted Investments, and (iii) the payment of the Management Fee to WIGI after the Maturity Date, is that there will be little or no funds available for distribution to the Shareholders other than the original amount paid by the Shareholders for their Shares under the Offering. In the event that WIGI, for whatever reason, does not, or fails to, pay the expenses and costs of the Corporation pursuant to the Financing and Management Fee Agreement or the Corporation has expenses or costs that are not payable by WIGI pursuant to the Financing and Management Fee Agreement or if the Borrowers default under their obligations under the Loan Agreements or WIGI defaults on its obligations under the Loan Guarantees, there may be no funds available to distribute to the Shareholders.

No Independent Counsel for Subscribers

Legal counsel that prepared the documentation in connection with this transaction, including the Loan Agreements, Loan Guarantees and the Financing and Management Fee Agreement, acted as legal counsel for

WIGI. No independent counsel was retained on behalf of the Corporation or the Subscribers. There has been no review by independent counsel on behalf of the Corporation or the Subscribers of the Offering Memorandum, the Loan Agreements, the Financing and Management Fee Agreement, the Loan Guarantees, the Bonds, or any other documentation in relation to the Offering. No due diligence has been conducted on the Corporation or WIGI by such counsel.

Not Arm's Length Transaction

Certain transactions contemplated by the Offering, the Loan Agreements and the Financing and Management Fee Agreement are among non-arm's length parties. As such certain contractual terms one would see in documentation that is negotiated at arm's length are not necessarily included in the Loan Agreements and the Financing and Management Fee Agreement as they will not have the same effect or result as such provisions would have in transactions between unrelated parties.

Early Redemption

While the term of the Bonds is anticipated to be approximately five years, the Corporation may repay the interest and principal amount of the Bonds at any time after one year from the date of issuance. As a result, the term of the Bonds may be materially shorter than the anticipated five year term.

ITEM 9 - REPORTING OBLIGATIONS

The Corporation is not, and currently has no intention of becoming, a reporting issuer in any of the provinces or territories of Canada. The Corporation is governed under the provisions of the ABCA and will provide to its Shareholders annual financial statements in accordance with the provisions thereof which statements will be audited.

Copies of certain corporate information with respect to the Corporation, including information on the terms contained in its Articles of Incorporation and certain information with respect to the directors and shareholders of the Corporation, may be obtained from the Corporation, if such request is in writing, and from the Government of Alberta Corporate Registrar.

ITEM 10 - RESALE RESTRICTIONS

General

These securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Offered Securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

Unless permitted under securities legislation, you cannot trade the Offered Securities before the date that is four months and a day after the date the Corporation becomes a reporting issuer in any province or territory of Canada. **The Corporation is not, and currently has no intention of becoming, a reporting issuer in any province or territory of Canada, and therefore the Offered Securities will be subject to an indefinite hold period. Offered Securities may only be transferred under limited exemptions under applicable securities laws. There is no market over which the Offered Securities can be transferred and it is very unlikely that one will develop. A Subscriber is encouraged to seek independent advice from its legal advisors.**

In addition to the above, for Subscribers resident in Manitoba, unless permitted under securities legislation, you must not trade the Offered Securities without the prior written consent of the regulator in Manitoba unless the Corporation has filed a prospectus with the securities regulator in Manitoba with respect to the Offered Securities and the regulator in Manitoba has issued a receipt for that prospectus or the Securityholder has held the Offered

Securities for at least 12 months. The regulator in Manitoba will consent to a trade in the Offered Securities by a Securityholder if the regulator is of the opinion that to do so is not prejudicial to the public interest.

ITEM 11 - PURCHASER'S RIGHTS

A Subscriber to the Offering will have certain rights, some of which are described below. For information about its rights, a potential Subscriber should consult a lawyer. You can cancel your agreement to purchase the Offered Securities. To do so, you must send notice to the Corporation by midnight on the second Business Day after you sign the agreement to buy the Offered Securities.

British Columbia, Alberta, Prince Edward Island, Newfoundland, Northwest Territories, Nunavut and Yukon

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your agreement to buy Offered Securities; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of the Offering Memorandum, and every other person who signed this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) 180 days after learning of the misrepresentation; or
- (b) three years after the date of the transaction that gave rise to the cause of action.

Saskatchewan

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your agreement to buy Offered Securities; or
- (b) for damages against:
 - (i) the Corporation, a director of the Corporation, or promoter of the Corporation, as the case may be, at the time the Offering Memorandum was sent or delivered;
 - (ii) every person or company whose consent has been filed respecting the Offering, but only with respect to reports, opinions or statements that have been made by them;
 - (iii) every person who, or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed the Offering Memorandum; and
 - (iv) every person who or company that sells Offered Securities on behalf of the Corporation under the Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action.

You must commence your action for damages within the earlier of:

- (a) one year after learning of the misrepresentation; or
- (b) six years after the date of the transaction that gave rise to the cause of action.

Manitoba

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your agreement to buy Offered Securities; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of the Offering Memorandum, and every other person who signed this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) 180 days after learning of the misrepresentation; or
- (b) two years after the date of the transaction that gave rise to the cause of action.

Nova Scotia

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your agreement to buy Offered Securities; or
- (b) for damages against the Corporation, every person who was a director of the Corporation at the date of the Offering Memorandum, and every other person who signed this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action for damages or rescission within 120 days of the date on which payment was made for the Offered Securities.

Ontario

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your agreement to buy these Offered Securities; or
- (b) for damages against the Corporation.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action.

You must commence your action for damages within the earlier of:

- (a) 180 days after learning of the misrepresentation; or
- (b) three years after the date of the transaction that gave rise to the cause of action.

Québec

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to apply to have the contract rescinded or the price revised, without prejudice to your claim for damages and you have a statutory right to sue for damages against

- (a) the Corporation and every officer or director of the Corporation;
- (b) any dealer under contract to the Corporation;
- (c) any person who is required to sign a certificate in the Offering Memorandum, in accordance with the conditions prescribed by regulations; and
- (d) any expert whose opinion, containing a misrepresentation, appeared, with his consent, in the Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a), (b), (c) or (d) above, you must do so within strict time limitations. No action may be commenced to enforce such right unless the right is exercised:

- (a) in the case of rescission or revision of the price, within three years from the date of the transaction; and
- (b) in the case of damages, within three years of the date on which you acquired knowledge of the facts giving rise to the action, except upon proof that the plaintiff acquired such knowledge more than three years after the date of the transaction as a result of the negligence of the plaintiff, subject to a maximum period of five years from the date of the filing of the Offering Memorandum with the Autorité des marchés financiers.

In an action for rescission or revision of the price or damages against the Corporation, the defendant may defeat the application only if it is proved the plaintiff knew, at the time of the transaction, of the alleged misrepresentation.

New Brunswick

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Corporation to cancel your agreement to buy these Offered Securities; or
- (b) for damages against the Corporation.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Offered Securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action.

You must commence your action for damages within the earlier of:

- (a) one year after learning of the misrepresentation; or
- (b) six years after the date of the transaction that gave rise to the cause of action.

General

The securities laws of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island, Northwest Territories, Nunavut and Yukon are complex. Reference should be made to the full text of the provisions summarized above relating to rights of action. **The rights discussed above are in addition to, and without derogation from, any other rights or remedies which Subscribers may have at law.**

Subscribers should consult their own legal advisors with respect to their rights and the remedies available to them.

ITEM 12 - FINANCIAL STATEMENTS

WALTON INCOME 9 INVESTMENT CORPORATION

FINANCIAL STATEMENTS

FINANCIAL STATEMENTS

Walton Income 9 Investment Corporation

October 25, 2013

(Expressed in Canadian dollars)



Independent Auditor's Report

To the Directors of Walton Income 9 Investment Corporation

We have audited the accompanying financial statements of Walton Income 9 Investment Corporation, which comprise the statement of financial position as at October 25, 2013 and the statements of changes in equity and cash flows for the one day period ended October 25, 2013, and the related notes, which comprise a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Walton Income 9 Investment Corporation as at October 25, 2013 and its financial performance and its cash flows for the one day period ended October 25, 2013 in accordance with International Financial Reporting Standards.

PricewaterhouseCoopers LLP

Chartered Accountants

November 6, 2013

PricewaterhouseCoopers LLP

Suite 3100, 111 5th Avenue SW, Calgary, Alberta, Canada T2P 5L3

T: +1 403 509 7500, F: +1 403 781 1825, www.pwc.com/ca

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

WALTON INCOME 9 INVESTMENT CORPORATION

Statement of Financial Position

As at October 25, 2013

(Expressed in Canadian dollars)

	October 25, 2013 \$
ASSETS	
Cash (note 6)	<u>100</u>
TOTAL ASSETS	<u>100</u>
SHAREHOLDER'S EQUITY	
Share capital (note 5)	<u>100</u>
TOTAL SHAREHOLDER'S EQUITY	<u>100</u>

The accompanying notes to the financial statements are an integral part of these statements.

Approved by the Board of Directors:

("signed") Director
William K. Doherty

("signed") Director
Tony Deegan

WALTON INCOME 9 INVESTMENT CORPORATION

Statement of Changes in Shareholder's Equity For the period ended October 25, 2013

(Expressed in Canadian dollars)

	Number of Shares	Share Capital \$	Accumulated Deficit \$	Total \$
BALANCE – BEGINNING OF PERIOD	-	-	-	-
Issuance of Class A voting common shares	100	100	-	100
BALANCE – END OF PERIOD	100	100	-	100

The accompanying notes to the financial statements are an integral part of these statements.

WALTON INCOME 9 INVESTMENT CORPORATION

Statement of Cash Flows

For the period ended October 25, 2013

(Expressed in Canadian dollars)

	October 25, 2013 \$
CASH PROVIDED BY (USED IN)	
FINANCING ACTIVITIES	
Issuance of Class A common shares	<u>100</u>
INCREASE IN CASH	100
Cash – Beginning of period	<u>-</u>
Cash – End of period	<u>100</u>

The accompanying notes to the financial statements are an integral part of these statements.

WALTON INCOME 9 INVESTMENT CORPORATION

Notes to Financial Statements

For the period ended October 25, 2013

(Expressed in Canadian dollars)

1. NATURE OF BUSINESS

Walton Income 9 Investment Corporation (the “**Corporation**”) was incorporated under the laws of the Province of Alberta on October 25, 2013. The address of the registered office is 2300, 605 – 5th Avenue SW, Calgary, Alberta, T2P 3H5.

The Corporation was formed to conduct an offering (note 7), to issue shares to invest in permitted investments, to issue bonds to investors and to loan the proceeds to Walton International Group Inc. (“**WIGI**”) and its material affiliates and sponsored entities for general corporate purposes. The Corporation’s objective is to raise \$25,000,000 through the issuance of \$500,000 Class B non-voting common shares and \$24,500,000 of 8% unsecured bonds.

These financial statements were authorized for issue by the Board of Directors on November 6, 2013. The Board of Directors has the power to amend and reissue the financial statements.

2. BASIS OF PREPARATION

Statement of Compliance

These financial statements have been prepared in accordance with International Financial Reporting Standards (“**IFRS**”) and using accounting policies that are consistent with IFRS as issued by the International Accounting Standards Board. As this is the first year of operations of the Corporation, these financial statements have also been prepared in accordance with IFRS 1: *First-time Adoption of International Financial Reporting Standards*.

The policies applied in these financial statements are based on IFRS issued and outstanding as of November 6, 2013, the date the Board of Directors approved the statements. Any subsequent changes to IFRS that are given effect in the Corporation’s annual financial statements for the year ended December 31, 2013 could result in restatement of these financial statements.

Basis of Presentation

The Corporation’s financial statements have been prepared on the historical cost basis except for certain financial instruments which are initially measured at fair value as explained in the accounting policies set out in note 3.

The statement of financial position has been prepared using a liquidity based presentation because the operating cycle of the Corporation revolves around raising capital through issuance of shares and notes payable. Presentation based on liquidity is considered by management to provide information that is more reliable and relevant to the users of the financial statements.

3. ACCOUNTING POLICIES

Cash

Cash consists of amounts on hand.

WALTON INCOME 9 INVESTMENT CORPORATION

Notes to Financial Statements FOR THE PERIOD ENDED OCTOBER 25, 2013

(Expressed in Canadian dollars)

Financial Instruments

Financial instruments are any contract that gives rise to a financial asset of one party and a financial liability or equity instrument of another party. Financial assets and liabilities are recognized when the company becomes a party to the contractual provisions of the instrument. Financial assets are derecognized when the rights to receive cash flows from the assets have been transferred and the company has transferred substantially all risks and rewards of ownership. Financial liabilities are derecognized when the obligation specified in the contract is discharged.

Financial instruments are recognized initially at fair value, which is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Subsequent measurement depends on how the financial instrument has been classified. Cash has been classified as loans and receivables, and is carried at amortized cost using the effective interest rate method.

Share Capital

Class A voting common shares have been classified as equity because they represent residual assets of the entity after the deduction of all its liabilities, and do not provide the holder of the shares with the right to put the shares back into the Corporation. They do not meet the definition of a liability because they do not present any obligation of the Corporation, the settlement of which would result in an outflow from the Corporation's resources.

Transaction Costs

Transaction costs of an equity transaction are accounted for as a deduction from equity (net of any income tax benefit) to the extent there are incremental costs directly attributable to the equity transaction that otherwise would have been avoided.

Future Changes in Accounting Policy

Financial instruments

IFRS 9: Financial Instruments ("**IFRS 9**") was issued in November 2009 and addresses classification and measurement of financial assets. It replaces the multiple category and measurement models in IAS 39 for debt instruments with a new mixed measurement model having only two categories: amortized cost and fair value through profit or loss. IFRS 9 also replaces the models for measuring equity instruments. Such instruments are either recognized at fair value through profit or loss or at fair value through other comprehensive income. Where equity instruments are measured at fair value through other comprehensive income, dividends are recognized in profit or loss to the extent that they do not clearly represent a return of investment; however, other gains and losses (including impairments) associated with such instruments remain in accumulated comprehensive income indefinitely.

Requirements for financial liabilities were added to IFRS 9 in October 2010 and they largely carried forward existing requirements in IAS 39, Financial Instruments – Recognition and Measurement, except that fair value changes due to credit risk for liabilities designated at fair value through profit and loss are generally recorded in other comprehensive income. IFRS 9 is effective for annual periods beginning on or after January 1, 2015 with early adoption permitted. The Corporation has not yet determined the impact of IFRS 9 on its financial statements.

WALTON INCOME 9 INVESTMENT CORPORATION

Notes to Financial Statements FOR THE PERIOD ENDED OCTOBER 25, 2013

(Expressed in Canadian dollars)

4. FINANCIAL INSTRUMENTS

The Corporation's financial instruments consist of cash. The fair value of cash approximates its carrying value due to its short-term nature. Unless otherwise noted, it is management's opinion that the Corporation is not exposed to significant interest, currency, or credit risks from cash.

5. SHARE CAPITAL

Authorized

- Unlimited number of Class A voting common shares
- Unlimited number of Class B non-voting common shares

Issued

	October 25, 2013	
	Number of shares	Amount \$
Class A voting common shares	100	100
BALANCE – END OF PERIOD	100	100

On October 25, 2013, 100 Class A voting common shares were issued for cash consideration of \$100 to WIGI, whose ultimate controlling shareholder is Walton Global Investments Ltd.

6. CAPITAL MANAGEMENT

The Corporation's capital resources are the aggregate of share capital and cash. The Corporation's capital management framework is designed to maintain a level of capital that allows it to implement its business strategy.

On the date of first closing, the Corporation and WIGI will enter into a financing and management fee agreement (the "Management Fee Agreement"), whereunder WIGI agrees to pay, without reimbursement, all of the costs of the offering, selling commissions, the trailer fees and to the extent that the Corporation is unable to do so from working capital, the ongoing administrative and operating costs in return for a management fee to be paid after maturity date of the loans/bonds. The maximum amount that WIGI is obligated to fund under the Management Fee Agreement (other than selling commissions and trailer fees) for the ongoing costs of the Corporation is \$300,000, provided however that WIGI may, at its sole option and discretion, elect to pay any amount in excess of that maximum.

WALTON INCOME 9 INVESTMENT CORPORATION

Notes to Financial Statements FOR THE PERIOD ENDED OCTOBER 25, 2013

(Expressed in Canadian dollars)

7. SUBSEQUENT EVENT

Offering Memorandum

On November 6, 2013, the Corporation issued an offering memorandum to offer Class B non-voting common shares and unsecured 8% bonds of the Corporation. The offering will be authorized to issue a maximum of up to \$500,000 Class B non-voting common shares and \$24,500,000 unsecured 8% bonds to a maximum offering of \$25,000,000.

ITEM 13 - DATE AND CERTIFICATE

Dated: November 6, 2013

This Offering Memorandum does not contain a misrepresentation.

(signed) "William K. Doherty"

William K. Doherty
President and Chief Executive Officer

(signed) "Donald J. Berglund"

Donald J. Berglund
Chief Financial Officer

On behalf of the Board of Directors of the Corporation

(signed) "William K. Doherty"

William K. Doherty, Director

(signed) "Tony Deegan"

Tony Deegan, Director

Promoter

Walton International Group Inc.

(signed) "William K. Doherty"

William K. Doherty
Chief Executive Officer

SCHEDULE A
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of the ____ day of _____, 2013.

AMONG:

WALTON INCOME 9 INVESTMENT CORPORATION, a corporation incorporated pursuant to the laws of Alberta (hereinafter referred to as the "**Lender**")

OF THE FIRST PART

-and-

●, (hereinafter referred to as the "**Borrower**")

OF THE SECOND PART

-and-

WALTON INTERNATIONAL GROUP INC., a corporation amalgamated pursuant to the laws of the Province of Alberta (hereinafter referred to as the "**Guarantor**")

OF THE THIRD PART

WHEREAS the Lender has agreed to lend to the Borrower and the Borrower has agreed to borrow from the Lender, the Loan (as that expression is hereinafter defined) on the terms and conditions set out herein;

AND WHEREAS the Lender is making the Loan to the Borrower to assist the Borrower in providing funds for use for general corporate purposes;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all of the parties hereto, the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 In this Agreement, the following terms shall have the following respective meanings:

"**Agreement**" means this agreement and all schedules hereto and all amendments hereof;

"**Bonds**" means the unsecured 8.0% bonds of the Lender issued pursuant to the Offering;

"**Bond Proceeds**" means that portion of the gross proceeds received by the Lender under the Offering from the sale of the Bonds;

"Business Day" means a day which is not a Saturday, Sunday or a legal holiday in the City of Calgary, in the Province of Alberta;

"Event of Default" has the meaning ascribed to that term in Section 6.1;

"Guarantee" means the guarantee by the Guarantor to the Lender, substantially in the form as set forth in Schedule "B" hereto;

"Guarantor" means Walton International Group Inc.;

"Grid Schedule" means the schedule of the outstanding Loan from time to time, substantially in the form as set forth in the Schedule "A" hereto;

"Interest Payment Date" means the fifth day and not later than the third day prior to the final day in each month (or if such date is not a Business Day, then on the preceding day that is a Business Day) up to and including the Maturity Date;

"Loan" means the principal indebtedness owing by the Borrower to the Lender pursuant to this Agreement and interest accruing thereon from time to time;

"Loan Documents" means collectively this Agreement, the Guarantee and any other instrument or other document delivered by the Borrower or the Guarantor to the Lender pursuant to the terms of this Agreement;

"Maturity Date" means March 29, 2019;

"Obligations" means all obligations of the Borrower and the Guarantor to the Lender under the Loan Documents including, without limitation, the obligation to repay the principal amount of the Loan, to pay interest accruing on the principal amount of the Loan as provided herein and to pay and perform the other obligations as may be owed by the Borrower and the Guarantor to the Lender pursuant to the terms of the Loan Documents;

"Offering" means the private placement offering of Bonds under the Offering Memorandum;

"Offering Memorandum" means the confidential offering memorandum of the Lender dated on or about November 6, 2013, as the same may be amended or supplemented from time to time;

"Parties" means collectively the Lender, the Borrower and the Guarantor; and

"Person" means any "person" or "company" as such terms are defined in the *Securities Act* (Alberta).

1.2 Legal terms of art commonly used in Canada and used in this Agreement are intended to include comparable concepts and terms of art commonly used under United States of America law.

ARTICLE 2

THE LOAN

2.1 Subject to the terms of this Agreement, the Lender agrees to make the Loan available to the Borrower on the following terms and conditions:

- (a) the principal amount of the Loan will not exceed \$24,500,000 Canadian Dollars at any time, being up to the aggregate amount of the Bond Proceeds to be raised by the Lender pursuant the Offering to the extent such funds are available to the Lender;
- (b) the Loan shall be advanced by issuance of one or more certified cheques drawn by, or money wires by, the Lender in favour of the Borrower;
- (c) the Guarantor shall guarantee the Obligations pursuant to the Guarantee;
- (d) as a record of the outstanding balance of the Loan's principal sum and interest thereon from time to time, the Lender will send to the Borrower an updated Grid Schedule as soon as practicable after:
 - (i) the Lender has advanced funds under this Agreement to the Borrower; or
 - (ii) the Borrower has repaid all or any portion of the Loan advanced under this Agreement;
- (e) entries recorded by the Lender on the Grid Schedule (the "**Entries**") shall be prima facie evidence of the amount of the Loan, unless within 12 months of receipt of the Grid Schedule listing the Entries made on the dates set out on the statement the Borrower claims and establishes that an error has been made. From time to time, the Borrower shall receive an updated Grid Schedule listing the Entries made on the dates set out on the statement and the failure of the Borrower to claim and establish an error in the Entries within 12 months of receipt of the copy of that Grid Schedule shall preclude the Borrower from objecting to the Entries listed on the Grid Schedule thereafter, and the Entries shall then be admissible in any proceedings as full and conclusive evidence of the outstanding balance of the Loan and shall be binding on the Borrower to the same extent and effect as though all the Entries had been made pursuant to written instructions from the Borrower; and
- (f) notwithstanding anything else in this Agreement the Loan is payable ON DEMAND, and for greater certainty, the Lender may demand payment of such amount of the Loan or any portion thereof as it determines in its sole discretion.

2.2 The advances in respect of the Loan are subject to the following conditions precedent being met prior to any particular advance:

- (a) this Agreement shall have been duly executed and delivered by the Borrower and the Guarantor;
- (b) the Guarantor shall execute and deliver to the Lender the Guarantee; and
- (c) there shall exist no Event of Default or any fact or circumstance which, with the passage of time or the giving of notice, would become an Event of Default.

ARTICLE 3 REPAYMENT

3.1 The Loan shall be revolving and evidenced by a Grid Schedule maintained by the Lender. The Loan shall be repaid by the Borrower to the Lender on the earlier of a date of demand by the Lender, the Maturity Date or such earlier date as provided for herein.

3.2 The Borrower shall be entitled, at any time, and from time to time, prior to the Maturity Date, without prior notice, to repay all or any part of the Loan outstanding (including interest that is due and payable or is accruing but not due and payable at that time) without bonus or penalty.

ARTICLE 4 INTEREST

4.1 The indebtedness of the Borrower under the Loan shall bear interest on the principal amount outstanding thereunder from time to time from and including: (a) the dates of advance of funds in respect of the Loan or, (b) the last Interest Payment Date on which interest shall have been paid or made available for payment on the outstanding principal amount in respect of the Loan, whichever shall be the later, at a rate of 8.15% per annum (after as well as before maturity, default and judgment, with interest on overdue interest at the same rate) calculated daily and payable on each Interest Payment Date.

ARTICLE 5 USE OF LOAN PROCEEDS

5.1 The proceeds of the Loan shall be dealt with by the Borrower in accordance with the terms of this Agreement. It is acknowledged and agreed that the advances of the Loan may occur at any time up to and including the Maturity Date.

5.2 The Borrower shall be authorized to use the Loan:

- (a) for general corporate purposes; or
- (b) to repay all or any part of the principal amount of, or interest owing on, the Loan from time to time under the terms hereof as evidenced by the Grid Schedule.

ARTICLE 6 EVENTS OF DEFAULT

6.1 Notwithstanding the demand nature of the Loan and any other term or condition contained in this Agreement, on the occurrence and during the continuance of any of the following events or circumstances (which are referred to herein individually as an "**Event of Default**" and collectively as "**Events of Default**"):

- (a) there is non-payment of any amounts due hereunder not otherwise remedied within seven (7) Business Days when due;
- (b) a decree or order by a court having jurisdiction is entered resulting from the commencement of proceedings against the Borrower at the time of such occurrence has funds outstanding under the Loan, by a third party and adjudging the Borrower a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement or winding up of the Borrower under any bankruptcy, insolvency or

analogous laws, including, without limitation, the *Companies' Creditors Arrangement Act* (Canada) and Title 11 U.S.C. section 101 *et seq*, and the regulations adopted and promulgated pursuant thereto (as the same may be amended from time to time), or appointing a receiver of the Borrower or ordering the dissolution or liquidation of its affairs, and such decree or order continues unstayed, undischarged and in effect for a period of sixty (60) days from the date thereof;

- (c) a resolution is passed for the winding-up or liquidation of the Borrower which, at the time of such occurrence has funds outstanding under the Loan, or if the Borrower, which, at the time of such occurrence has funds outstanding under the Loan, institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files a petition, answer or consent seeking reorganizational relief under any bankruptcy, insolvency or analogous laws, including, without limitation, the *Companies' Creditors Arrangement Act* (Canada) and Title 11 U.S.C. section 101 *et seq*, and the regulations adopted and promulgated pursuant thereto (as the same may be amended from time to time), or consents to the filing of any such petition or to the appointment of a receiver of any substantial part of the property of the Borrower or makes a general assignment for the benefit of creditors, or the Borrower admits in writing its inability to pay its debts generally as they become due, or a resolution is passed by the directors or shareholders of the Borrower authorizing it to do any of the foregoing, unless such resolution is rescinded prior to the taking of any irrevocable actions thereunder; and
- (d) if the Borrower which, at the time of such occurrence has funds outstanding under the Loan, shall neglect to observe or perform any of its Obligations and, after notice in writing has been given to the Borrower specifying such default and requiring the Borrower to cure or rectify same, the Borrower shall fail to cure or rectify such default within a period of sixty (60) days;

the Lender may declare, by notice in writing to the Borrower, the Loan to be immediately due and payable whereupon the Borrower shall be obliged to forthwith repay the principal amount of the Loan then outstanding and any interest that is due and payable or that is accruing but not yet due and payable.

ARTICLE 7 NON RECOURSE

7.1 Notwithstanding anything else contained herein, it is acknowledged and agreed that the Obligations of the Borrower are limited to repayment of the Loan and any unpaid accrued interest thereon, from time to time.

ARTICLE 8 BORROWER'S COVENANTS

8.1 The Borrower covenants to the Lender and the Lender relies upon such covenants, that the Borrower:

- (a) until such time as the Obligations have been paid in full and fully performed, shall keep proper books of account and records covering its business and affairs on a current basis and shall permit a representative of the Lender to inspect the Borrower's books of accounts, records and documents and to make copies therefrom during reasonable business hours and upon reasonable notice;

- (b) until such time as the Obligations have been paid in full and fully performed, shall at all times preserve and maintain its corporate existence; and
- (c) shall perform its Obligations pursuant to the terms of the Loan Documents.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 The Borrower represents and warrants to the Lender as of the date hereof and at all times prior to the termination or expiry of this Agreement, and the Lender relies upon the Borrower's representations and warranties in entering into this Agreement that:

- (a) the Borrower is duly organized and is validly existing under the laws of ●;
- (b) the Borrower has full corporate power, authority and capacity to enter into and perform its obligations under the Loan Documents;
- (c) neither the execution nor delivery of the Loan Documents by the Borrower nor the performance by it of its Obligations thereunder require the consent, approval, license, authorization other action of, or filing or registration with, any governmental, public or other regulatory body, department, agency or administrative authority under applicable laws or regulations, other than those consents which have already been obtained;
- (d) this Agreement has been, and each of the other Loan Documents will have been, duly authorized, executed and delivered by the Borrower and each of the Loan Documents constitutes, or will constitute when executed, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;
- (e) this Agreement and the other Loan Documents, the execution and delivery by the Borrower of this Agreement and the other Loan Documents do not, and the performance of the Obligations of the Borrower contemplated hereby and thereby, will not, conflict or contravene any provision of or constitute a default (whether with notice or the lapse of time or both) or require any consent or waiver of rights of any person, or any authorization or approval, under:
 - (i) the constating documents, by-laws or any resolutions of the Borrower;
 - (ii) any agreement or instrument to which the Borrower is a party to or by which it or its assets are bound; and
 - (iii) any law, regulation, judgment, order, award, decree, licence or permit in respect of or by which the Borrower is bound or to which the Borrower is subject; and
- (f) there are no actions, suits or proceedings at law or in equity or by or before any court or governmental agency now pending, or, to the Borrower's knowledge, threatened against or affecting the Borrower or any of its properties or assets, which, if adversely determined, would impair the ability of the Borrower to perform its Obligations under the Loan Documents.

9.2 The Guarantor represents and warrants to the Lender as of the date hereof and at all times prior to the termination or expiry of this Agreement, and the Lender relies upon the Guarantor's representations and warranties in entering into this Agreement that:

- (a) the Guarantor is duly amalgamated and is validly existing under the laws of the Province of Alberta;
- (b) the Guarantor has full corporate power, authority and capacity to enter into and perform its obligations under the Loan Documents;
- (c) neither the execution nor delivery of the Loan Documents by the Borrower nor the performance by it of its Obligations thereunder require the consent, approval, license, authorization or other action of, or filing or registration with, any governmental, public or other regulatory body, department, agency or administrative authority under applicable laws or regulations, other than those consents which have already been obtained;
- (d) this Agreement has been, and each of the other Loan Documents will have been, duly authorized, executed and delivered by the Guarantor and each of the Loan Documents constitutes, or will constitute when executed, a legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;
- (e) this Agreement and the other Loan Documents, the execution and delivery by the Guarantor of this Agreement and the other Loan Documents do not, and the performance of the Obligations of the Guarantor contemplated hereby and thereby, will not, conflict or contravene any provision of or constitute a default (whether with notice or the lapse of time or both) or require any consent or waiver of rights of any person, or any authorization or approval, under:
 - (i) the constating documents, by-laws or any resolutions of the Guarantor;
 - (ii) any agreement or instrument to which the Guarantor is a party to or by which it or its assets are bound; and
 - (iii) any law, regulation, judgment, order, award, decree, licence or permit in respect of or by which the Guarantor is bound or to which the Guarantor is subject; and
- (f) there are no actions, suits or proceedings at law or in equity or by or before any court or governmental agency now pending, or, to the Guarantor's knowledge, threatened against or affecting the Guarantor or any of its properties or assets, which, if adversely determined, would impair the ability of the Guarantor to perform its Obligations under the Loan Documents.

9.3 The Lender represents and warrants to the Borrower and the Guarantor as of the date hereof and at all times prior to the termination or expiry of this Agreement, and the Borrower and the Guarantor rely upon the Lender's representations and warranties in entering into this Agreement that:

- (a) the Lender is duly incorporated and is validly existing under the laws of Alberta;

- (b) the Lender has full corporate power, authority and capacity to enter into and perform its obligations under the Loan Documents;
- (c) neither the execution nor delivery of the Loan Documents by the Lender nor the performance by it of its obligations thereunder will require the consent, approval, license, authorization or other action of, or filing or registration with, any governmental, public or other regulatory body, department, agency or administrative authority under applicable laws or regulations, other than those consents which have already been obtained;
- (d) this Agreement has been, and each of the other Loan Documents will have been, duly authorized, executed and delivered by the Lender and each of the Loan Documents constitutes, or will constitute when executed, a legal, valid and binding obligation of the Lender, enforceable against the Lender in accordance with its terms, except as enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; and
- (e) this Agreement and the other Loan Documents, the execution and delivery by the Lender of this Agreement and the other Loan Documents do not, and the performance of the obligations of the Lender contemplated hereby and thereby will not, conflict or contravene any provision of or constitute a default (whether with notice or the lapse of time or both) or require any consent or waiver of rights of any person, or any authorization or approval, under:
 - (i) the constating documents, by-laws or any resolutions of the Lender;
 - (ii) any agreement or instrument to which the Lender is a party to or by which it or its assets are bound; and
 - (iii) any law, regulation, judgment, order, award, decree, licence or permit in respect of or by which the Lender is bound or to which the Lender is subject.

ARTICLE 10

GENERAL

10.1 The Lender shall not be bound to exercise any of its rights herein at any particular time.

10.2 Each and every right, remedy and power conferred by this Agreement is in supplement of, and in addition to, and not in substitution for any other right, remedy or power the Lender may have from time to time under this Agreement, the Loan Documents or in any other agreement or under the law in force at the time of the exercise of such right, remedy or power. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of or dependent on any other remedy, but each and every such remedy may be exercised independently or in combination and shall be in addition to every other right and remedy in favour of the Lender hereunder or now or hereafter existing at law, in equity or by statute. No delay or omission by the Lender in exercising any remedy shall impair any such remedy or shall be construed to be a waiver of any default hereunder or acquiescence therein.

10.3 The Lender may appoint a nominee to exercise all or any of the powers, rights, remedies and benefits of the Lender under the Loan Documents and such nominee shall be vested with all rights, remedies, powers, benefits, discretions, protection and relief of the Lender hereunder or pursuant to applicable law.

10.4 To the extent not prohibited by applicable law, the Borrower hereby waives its rights, if any, under all provisions of applicable law that would in any manner, limit, restrict or otherwise affect the Lender's rights and remedies hereunder or impose any additional obligations on the Lender. The Borrower waives the right to receive any financing statement or verification statement relating to this Agreement or the other Loan Documents

10.5 The Lender may grant extensions of time and other indulgences, accept compositions, grant releases and discharges and otherwise deal with the Borrower and all other parties and securities as the Lender may see fit, all without prejudice to the Obligations of the of the Borrower, or the Lender's rights in respect of the Loan Documents.

10.6 This Agreement shall not merge in any security or be taken to be a substitute for any security interest of any nature whatsoever held by or on behalf of the Lender for the Obligations. It is further agreed that the taking of this Agreement shall not operate as a merger of the remedies of the Lender for payment of the Obligations.

10.7 Any notice, communication, payment or demand required or permitted to be given or made hereunder shall be sufficiently given or made for all purposes if delivered personally to the Party or to an officer of the Party to whom the same is directed or if transmitted by facsimile transmission, addressed as follows:

(a) if to the Lender:

Walton Income 9 Investment Corporation
2300, 605 – 5th Avenue SW
Calgary, Alberta T2P 3H5
Attention: President
Fax No.: (403) 264-6773

(b) if to the Borrower:

•

Attention: President
Fax No.: •

(c) if to the Guarantor:

Walton International Group Inc.
2300, 605 – 5th Avenue SW
Calgary, Alberta T2P 3H5
Attention: President
Fax No.: (403) 264-6773

Any such notice shall be deemed to have been received on the day on which the same was delivered or faxed to the recipient. Any Party may change its delivery address or fax number by giving the other Party written notice to that effect.

10.8 No provision of this Agreement, rights of the Lender or obligations of the Borrower, shall be waived or deemed to be waived by the Lender, unless such waiver is express and in writing. Any waiver by the Lender so provided shall not extend to or be taken in any manner to extend to any other default or subsequent default by or of the Borrower.

10.9 No amendments to this Agreement and any of its provisions shall be of any force or effect unless in writing and signed by each of the Parties.

10.10 None of the Borrower, the Lender or the Guarantor shall assign their rights and obligations under and in respect of this Agreement.

10.11 Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof. Without limiting the generality of the foregoing and notwithstanding anything herein to the contrary, to the extent that legislative provisions impose obligations upon, or restrict the rights or remedies of, the Lender herein which (i) have not been waived or varied by the Borrower herein, whether expressly or by implication, or (ii) have been waived or varied herein, but are, by the provisions of such legislation, incapable of waiver or variance by the Borrower, the provisions of such legislation shall govern and the affected provisions hereof shall be deemed to be amended to the extent necessary to give effect to the said provisions of the legislation without in any way affecting any other provision or provisions herein.

10.12 Words importing the singular number include the plural and vice versa; words importing gender include masculine, feminine and neuter genders; and where a term or expression is defined herein, derivations of such terms or expressions shall have corresponding meanings. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

10.13 Time shall in all respects be of the essence of this Agreement.

10.14 This Agreement shall be governed by and interpreted in accordance with the law of the Province of Alberta, Canada.

10.15 This Agreement shall enure, except as expressly provided herein, to the parties hereto and their respective successors and assigns.

10.16 This Agreement and all agreements expressly referenced or contemplated herein, constitutes the whole agreement between the Lender and the Borrower with respect to the subject matter hereof.

[The remainder of this page is intentionally left blank]

10.17 This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Any party may execute this Agreement by signing a counterpart of it. The parties shall be entitled to rely on delivery of a fax, telecommunication device or other similar form of electronic communication of this Agreement and such fax, telecommunication device or other similar form of electronic communication copy shall be effective as valid and binding.

WHEREAS the Parties hereto hereby agree effective as of the date first above written as evidenced by their respective lawful signatures below.

THE LENDER:

**WALTON INCOME 9 INVESTMENT
CORPORATION**

Per: _____

Per: _____

THE BORROWER:

●

Per: _____

Per: _____

THE GUARANTOR:

WALTON INTERNATIONAL GROUP INC.

Per: _____

Per: _____

SCHEDULE "A"

Grid Schedule to Loan Agreement

Date	Amount of Increase or Decrease in the Principal Sum (\$)	Outstanding Balance of the Principal Sum (\$)	Outstanding Balance of Interest (\$)	Total Outstanding Balance of the Principal Sum and Interest (\$)
			-	

SCHEDULE "B"

GUARANTEE

TO: WALTON INCOME 9 INVESTMENT CORPORATION (the "Lender")

WHEREAS • (the "**Borrower**"), the Lender and the Guarantor entered into a Loan Agreement dated as of •, 20• (the "**Loan Agreement**") wherein the parties agreed *inter alia* to the loan of certain funds from the Lender to the Borrower (the "**Loan**").

AND WHEREAS Walton International Group Inc. (the "**Guarantor**") has agreed to guarantee the Loan;

NOW THEREFORE IN CONSIDERATION OF the sum of One Dollar (\$1.00) and the guarantee fee to be paid by the Borrower to the Guarantor, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Guarantor hereby guarantees payment to the Lender of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Borrower to the Lender or remaining unpaid by the Borrower to the Lender, arising or owing in relation to the Loan including any interest, legal and other costs, charges and expenses (such debts and liabilities being hereinafter called the "**Guaranteed Liabilities**"), with interest from the date of demand for payment at the rate set forth herein.

AND THE GUARANTOR, hereby agrees with the Lender as follows:

1. Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.
2. This guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Lender; and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Lender.
3. The Lender shall not be bound to exhaust its recourse against the Borrower it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
4. The Guarantor's liability to make a payment under this guarantee shall arise forthwith after demand for payment has been made in writing to the undersigned and delivered in accordance with Section 15 hereof.
5. Upon default in payment of any sum owing by the Borrower to the Lender at any time, the Lender may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities. A copy of the Grid Schedule from the Lender as to the amount remaining unpaid to the Lender at any time by the Borrower, shall be prima facie evidence against the Guarantor as to the amount remaining unpaid to the Lender at such time by the Borrower.
6. This guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Lender may now or hereafter hold in respect of the Guaranteed Liabilities and the Lender shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any moneys or other assets which the Lender may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Lender may

now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Lender or otherwise, shall in any way limit or lessen the Guarantor's liability.

7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Lender may discontinue, reduce, increase or otherwise vary the credit of the Borrower, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Borrower and others, including the Guarantor and any other guarantor as the Lender may see fit, and the Lender may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as the Lender may see fit, and the Lender may apply all moneys received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Lender may see fit and change any such application in whole or in part from time to time.
8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Lender from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in bankruptcy or insolvency of the Borrower in competition with the Lender or have any right to be subrogated to the Lender.
9. This guarantee shall not be discharged or otherwise affected by a loss of capacity of the Borrower, by any change in the name of the Borrower, or in the objects, capital structure or constitution of the Borrower, or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of the Borrower being amalgamated with a corporation, this guarantee shall apply to the liabilities of the resulting corporation, and the term "the Borrower" shall include each such resulting corporation.
10. All advances to the Borrower under the Loan Agreement and all obligations to the Lender arising under the Loan Agreement after the bankruptcy or insolvency of the Borrower, but before the Lender has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances and credits in respect thereof obtained purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such Guaranteed Liabilities whether or not the Lender had knowledge thereof; and any such Guaranteed Liabilities, which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Lender on demand with interest at the rate set out in the Loan Agreement.
11. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Lender shall not be bound by any representations or promises made by the Borrower to the Guarantor. Possession of this instrument by the Lender shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.
12. This guarantee shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

13. This guarantee shall enure to the benefit of and be binding upon the Lender, its successors and assigns, and the Guarantor, its heirs, executors, administrators, successors and permitted assigns.
14. The Guarantor hereby attorns to the jurisdiction of the courts of the Province of Alberta in any action or proceeding arising out of or relating to this guarantee and agrees that all claims in respect of any such action or proceeding may be heard and determined in Alberta. The Guarantor irrevocably agrees that service of any process upon a person holding the office of President or Vice-President or Secretary of the Borrower at the address set out in Section 15 shall for all purposes be deemed to be sufficient service of such process on the Guarantor.
15. Any notice, demand or other communication which may be or is required to be given or made pursuant to this guarantee shall be deemed to have been sufficiently and effectively given if signed by or on behalf of the party giving notice and delivered to the party for which it is intended as its or their address as follows:
 - (a) to the Guarantor:

Attention: President

Suite 2300, 605 – 5th Avenue S.W.
Calgary, Alberta T2P 3H5
Fax No.: (403) 264-6773
 - (b) to the Lender:

Attention: President

Suite 2300, 605- 5th Avenue SW
Calgary, Alberta T2P 3H5
Fax No.: (403) 264-6773

Any notice, demand or communication which may or is required to be given or made shall be made or given as herein provided or to such other address or in care of such other person as a party may from time to time advise to the other party hereto by notice in writing as aforesaid and shall not be deemed received until actual receipt thereof by the party to whom such notice is given except if sent by facsimile transmission, in which case it shall be deemed received on the business day (which term, when utilized herein, shall mean any day other than a Saturday, a Sunday or a statutory holiday in the Province of Alberta) next following the date of transmission.

16. In the event that there is any conflict or inconsistency between the provisions contained in this guarantee and the provisions contained in the Loan Agreement, then the provisions of the Loan Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.

[Remainder of the page is intentionally blank]

17. The Guarantor acknowledges receipt of a copy of this Guarantee.

DATED by the Guarantor as of the ● day of ●, 20●.

WALTON INTERNATIONAL GROUP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE B
FORM OF FINANCING AND MANAGEMENT FEE AGREEMENT

FINANCING AND MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2013.

BETWEEN:

WALTON INCOME 9 INVESTMENT CORPORATION, a corporation incorporated under the laws of the Province of Alberta (hereinafter called the "**Corporation**")

- and -

WALTON INTERNATIONAL GROUP INC., a corporation amalgamated pursuant to the laws of the Province of Alberta (hereinafter called "**WIGI**")

WHEREAS:

1. The Corporation was incorporated on October 25, 2013 to issue Shares and Bonds to, among other things, raise the Bond Proceeds and lend a portion of such Bond Proceeds to WIGI pursuant to a Loan Agreement;
2. WIGI will use the proceeds of the Loan in accordance with the terms of the Loan Agreement; and
3. In consideration of receiving a Loan, the Management Fee and other economic benefits that WIGI will receive, directly or indirectly, WIGI has agreed to pay certain costs of the Corporation in connection with the Offering, including sales commissions, trailer fees, and fees paid to agents and offering costs, in addition to certain ongoing operating and administrative expenses of the Corporation to the extent that the Corporation is unable finance those expenses from its Working Capital, upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Corporation and WIGI agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

"**ABCA**" means the *Business Corporations Act* (Alberta);

"**Administrative Expenses**" means all administrative and operating expenses incurred by the Corporation after incorporation, being October 25, 2013, including without limitation, taxes, legal, accounting and auditing expenses, corporate maintenance fees, insurance premiums, costs of holding meetings of the Corporation, and costs relating to the dissolution of the Corporation, but excluding (i) any payments under the terms of the Bonds (including with respect to payment of interest and repayment of principal), and (ii) the costs of, and liability and losses (including losses of profit and fines and penalties) of, the Corporation arising from, any actions, lawsuits or tribunal hearings

(including amounts paid in settlement thereof) in which the Corporation may hereafter become involved or may be made a party to or which involves the Loan, the Bonds, or the other assets of the Corporation;

"**affiliate**" or "**associate**" means a Person who is affiliated or associated with the Person who is the object of the description for the purposes of the *Securities Act* (Alberta);

"**Agent Commissions**" means all commissions, Trailer Fees, fees and other compensation payable to or on behalf of any selling agent incurred in connection with the Offering;

"**Agreement**" means this agreement, as amended or supplemented from time to time, and "herein", "hereby", "hereof", "hereunder", "hereto", and similar expressions mean or refer to this Agreement and not to any particular provision of this Agreement;

"**Bond Proceeds**" means that portion of the Gross Proceeds received by the Corporation under the Offering from the sale of the Bonds;

"**Bonds**" means the unsecured 8% Bonds of the Corporation issued pursuant to the Offering;

"**Business Day**" means a day which is not Saturday, Sunday or a legal holiday in the City of Calgary, Alberta;

"**Corporation**" means Walton Income 9 Investment Corporation, a corporation incorporated under the laws of the Province of Alberta, and a subsidiary of WIGI;

"**Corporation's Expenses**" has the meaning ascribed thereto in Section 2.4;

"**Event of Default**" means an Event of Default of the Corporation or an Event of Default of WIGI, as the context applies;

"**Event of Default of the Corporation**" has the meaning ascribed thereto in Section 5.1;

"**Event of Default of WIGI**" has the meaning ascribed thereto in Section 5.2;

"**Expenses**" means the Corporation's Expenses and the WIGI Expenses, collectively;

"**Gross Proceeds**" means the aggregate gross proceeds of the Offering;

"**Loan**" means the loan by the Corporation to WIGI of a portion of the Bond Proceeds, pursuant to the Loan Agreement;

"**Loan Agreement**" means an agreement to be entered into between WIGI and the Corporation on the date of the first closing of the Offering whereby the Corporation will agree to provide the Loan to WIGI, and WIGI will agree to certain covenants thereunder;

"**Management Fee**" means an amount to be paid to WIGI on the Management Fee Payment Date pursuant to the terms of this Agreement, equal to the amount, if any, of the Working Capital;

"**Management Fee Payment Date**" means 30 days after the Maturity Date or such later date as agreed by the Corporation and WIGI;

"**Management Services**" means those services performed, and/or coordinated by WIGI and provided by it to the Corporation including, without limitation, accounting and entity management services, administration of trailer fee payments, administration of interest payments in respect of the Bonds, registry and transfer agency services,

providing client services, processing any re-sales or transfers of the Bonds, and providing Bondholder communication services;

"Maturity Date" means March 29, 2019 or such earlier date when the outstanding principal amount of the Bonds is repaid;

"Offered Securities" means collectively the Bonds and the Shares issued pursuant to the Offering;

"Offering" means the private placement offering of Shares and Bonds under the Offering Memorandum;

"Offering Expenses" means the expenses of the Offering, including without limitation, legal fees, appraisal fees, accounting and auditing fees, printing costs and the costs and expenses of the selling agents in connection with the Offering, but excluding Agent Commissions;

"Offering Memorandum" means the confidential offering memorandum of the Corporation dated November 6, 2013, as amended;

"Permitted Investments" means:

- (i) interest bearing accounts of Schedule I and Schedule II Canadian chartered banks and the Alberta Treasury Branch;
- (ii) obligations issued or guaranteed by the Government of Canada or any province of Canada or any agency or instrumentality thereof; and
- (iii) term deposits, guaranteed investment certificates, certificates of deposit or bankers' acceptances of or guaranteed or accepted by any Canadian chartered bank or other financial institution the short term debt or deposits of which have been rated at least "A" by Standard and Poor's, or the equivalent by Moody's or Dominion Bond Rating Service Limited;

"Person" means any "person" or "company" as such terms are defined in the *Securities Act* (Alberta);

"Shares" means the Class B non-voting common shares of the Corporation entitling the holder of record thereof to the rights, restrictions, privileges and obligations provided for under the constating documents of the Corporation;

"Share Proceeds" means that portion of the Gross Proceeds received by the Corporation under the Offering from the sale of the Shares;

"Trailer Fees" means a trailer fee in the aggregate of up to 5% of Gross Proceeds which will be payable to Agents whose clients hold Offered Securities. Such Trailer Fees will be payable as follows: 1% on March 29, 2015; 1% on March 29, 2016; 1% on March 29, 2017; 1% on March 29, 2018; and 1% on March 29, 2019, provided the Agent's clients hold the Offered Securities on such dates;

"WIGI Expenses" has the meaning ascribed thereto in Section 2.3; and

"Working Capital" means the current assets of the Corporation less the current liabilities of the Corporation as determined under generally accepted accounting principles, excluding the Share Proceeds and Permitted Investments acquired with the Share Proceeds.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 Section References

Unless the contrary intention appears, references in this Agreement to an Article or Section by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Agreement.

1.4 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5 Date for Actions

In the event that the date on which any action is required to be taken hereunder by either of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Statutes

References in this Agreement to any statute shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.7 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

ARTICLE 2 FINANCING AND MANAGEMENT FEE ARRANGEMENTS

2.1 Offering Expenses

WIGI will be responsible for the payment of all Offering Expenses as such expenses become due and payable.

2.2 Agent Commissions

WIGI and the Corporation agree that the Corporation may engage certain selling agents from time to time who will introduce Persons to the Corporation for the purpose of such Persons participating in the Offering by purchasing the Offered Securities. Provided that the Corporation receives WIGI's prior written consent of the terms of the agreements with such selling agents, WIGI agrees to be responsible for funding Walton Capital Management Inc. ("WCMI") the payment to selling agents of any and all Agent Commissions, including any commissions payable to employees of WCMI in connection with the Offering, without reimbursement therefor, payable under any such agreement that the Corporation enters into with such selling agents.

2.3 WIGI Expenses

WIGI hereby agrees to pay, or fund the Corporation for payment, the following amounts, without reimbursement therefor by the Corporation:

- (a) all Offering Expenses;
- (b) subject to section 2.2, all Agent Commissions; and
- (c) Administrative Expenses that are in excess of Working Capital at that time.

(collectively, the "**WIGI Expenses**").

2.4 Corporation's Expenses

The Corporation hereby agrees to pay Administrative Expenses to the extent it is able to finance such expenses from Working Capital.

2.5 Corporation to Pay Management Fee

In exchange for the Management Services, the Corporation hereby agrees to pay the Management Fee to WIGI on the Management Fee Payment Date.

2.6 Maximum Amount Payable by WIGI

Notwithstanding any other provision of this Agreement, the maximum aggregate of WIGI Expenses which WIGI is required to pay under sections 2.3(a) and 2.3(c) is \$300,000; provided however, that WIGI may, at its sole option and in its sole and unfettered discretion, elect to pay any amount or amounts in excess of such maximum limit upon the same terms and conditions contained in this Agreement that WIGI pays amounts under such maximum limit.

2.7 Payment of WIGI Expenses

Whenever the Corporation receives any invoices or payment demands relating to the Administrative Expenses that WIGI is required hereunder to pay, for and on behalf of the Corporation, or fund the Corporation for payment, the Corporation will promptly send such invoices or payment demands to WIGI. Upon WIGI's receipt thereof and subject to Section 2.6, WIGI agrees to pay for, and on behalf of, the Corporation or fund the Corporation for payment when due, any and all amounts evidenced thereby. WIGI will send to the Corporation monthly statements setting forth, among other things, a description of the Expenses paid or financed during such month and the amount of all WIGI Expenses paid or financed to date.

2.8 No Reimbursement

WIGI shall not be entitled to reimbursement by the Corporation for any WIGI Expenses.

2.9 Goods and Services Tax

In addition to amounts payable or reimbursable by the Corporation hereunder, the Corporation shall pay any applicable goods and services tax levied under Part IX of the *Excise Tax Act* (Canada) and any similar taxes which may become due by the Corporation under any future applicable law.

ARTICLE 3 COVENANTS

Positive Covenants of the Corporation

The Corporation covenants and agrees with WIGI as follows:

- (a) **Payment of Management Fee.** On the Management Fee Payment Date, the Corporation will pay the Management Fee to WIGI at the time and in the manner set forth herein or at the direction of WIGI;
- (b) **Reporting.** The Corporation shall promptly deliver to WIGI such financial information pertaining to the Corporation as WIGI may reasonably request from time to time;
- (c) **Right of Inspection.** The Corporation will permit WIGI, without notice, to have access to its books of account and records from time to time for the purpose of inspecting them;
- (d) **Existence.** The Corporation will at all times maintain in a timely manner its existence as a corporation in good standing under the ABCA, carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practice, and keep or cause to be kept proper books of account in accordance with Canadian generally accepted accounting principles;
- (e) **Notice of Event of Default of the Corporation.** The Corporation will give WIGI prompt written notice of any Event of Default of the Corporation immediately upon becoming aware of the occurrence of such event and/or the occurrence of any material adverse change in its business or affairs or any other change that may affect the ability of the Corporation to fulfill its obligations under this Agreement;
- (f) **Compliance with Applicable Laws, etc.** The Corporation will comply in all material respects with the requirements of all applicable laws;
- (g) **Litigation.** The Corporation will notify WIGI of any claims, demands or litigation or threats thereof involving the Corporation of which the Corporation becomes aware; and
- (h) **Payment of Debts.** The Corporation will make all payments in the ordinary course in respect of any debt or liability that becomes due or owing in respect of the Corporation.

3.2 Negative Covenants of the Corporation

The Corporation covenants and agrees with WIGI that the Corporation shall not, without WIGI's prior written consent or as otherwise provided herein:

- (a) **Lend Money or Guarantee.** Lend money (unless a Permitted Investment) to or guarantee the loans of any Person, other than pursuant to the Loan;
- (b) **Borrow Money.** Borrow any amounts from a third party, other than pursuant to the terms of the Bonds; or
- (c) **Other Contingent Liabilities.** Become contingently liable by guarantee or otherwise for the obligations of any Person.

3.3 Positive Covenants of WIGI

WIGI covenants and agrees with the Corporation as follows:

- (a) **Payment of WIGI Expenses.** Pay the WIGI Expenses in a timely manner as provided herein;

- (b) **Existence.** WIGI will at all times maintain in a timely manner its existence as a corporation under the ABCA, carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practice, and keep or cause to be kept proper books of account in accordance with Canadian generally accepted accounting principles;
- (c) **Notice of Event of Default of WIGI.** WIGI will give the Corporation prompt written notice of any Event of Default of WIGI immediately upon becoming aware of the occurrence of such event and/or the occurrence of any material adverse change in its business or affairs or any other change that may affect the ability of WIGI to fulfill its obligations under this Agreement; and
- (d) **Compliance with Applicable Laws, etc.** WIGI will comply in all material respects with the requirements of all applicable laws.

ARTICLE 4

TERM AND TERMINATION

4.1 Term and Termination

This Agreement will commence on the effective date hereof and will continue until the Management Fee Payment Date, unless terminated earlier:

- (a) by the mutual agreement of the Corporation and WIGI; and
- (b) in the event of the occurrence of an Event of Default, at the option of party that is not in default upon written notice by such party to the party in default,

provided however, that, upon the occurrence of any of the following, this Agreement shall be deemed to be terminated:

- (c) the liquidation and dissolution of either WIGI or the Corporation; or
- (d) any other event that makes it unlawful or otherwise prohibited to carry out the transactions contemplated by this Agreement.

ARTICLE 5

EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default of the Corporation

The happening of any one of the following events or conditions shall, at WIGI's election, constitute an Event of Default of the Corporation hereunder:

- (a) the Corporation fails to perform or observe any of the covenants, conditions or agreements to be performed or observed by the Corporation hereunder or under the terms of the Bonds, which failure shall continue unremedied for a period of five (5) Business Days after the occurrence of such event;
- (b) the Corporation becomes bankrupt or insolvent or becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or any other statute for the benefit of creditors, or the Corporation goes into liquidation, either voluntarily or under an order of a court of competent

jurisdiction or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency;

- (c) a receiver or receiver-manager of substantially all of the property, assets and undertakings of the Corporation is appointed;
- (d) any execution, sequestration or other process of any court, or any combination thereof, in an aggregate amount in excess of \$50,000 becomes enforceable against the Corporation;
- (e) the Corporation enters into any reconstitution, reorganization or other similar arrangement with any other Person;
- (f) a Person that is not an associate or affiliate of WIGI makes a takeover bid (within the meaning of the *Securities Act* (Alberta)) to acquire the Shares; or
- (g) an event happens that makes it unlawful for the affairs of the Corporation to be carried on.

5.2 Events of Default of WIGI

The happening of any one of the following events or conditions shall, at Corporation's election, constitute an Event of Default of WIGI hereunder:

- (a) WIGI fails to perform or observe any of the covenants, conditions or agreements to be performed or observed by WIGI hereunder or pursuant to the terms of the Loan Agreement, which failure shall continue unremedied for a period of five (5) Business Days after the occurrence of such event;
- (b) WIGI becomes bankrupt or insolvent or becomes subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or any other statute for the benefit of creditors, or WIGI goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (c) WIGI suspends or threatens to suspend or fails to carry on and continuously conduct its business;
- (d) a receiver or receiver-manager of substantially all of the property, assets and undertakings of WIGI is appointed; or
- (e) an event happens that makes it unlawful for the affairs of WIGI to be carried on.

5.3 Remedies Upon Default of the Corporation

Upon the occurrence of any Event of Default of the Corporation, WIGI may, in its sole and unfettered discretion, by notice to the Corporation, declare the Corporation to be in default under this Agreement, and may withhold and cease further financing and payment of any further WIGI Expenses otherwise required by WIGI under Section 2.3.

5.4 Remedies Upon Default of WIGI

Upon the occurrence of any Event of Default of WIGI, the Corporation may, in its sole and unfettered discretion, by notice to WIGI, declare WIGI to be in default under this Agreement, and may withhold payment of the Management Fee.

ARTICLE 6 GENERAL PROVISIONS

6.1 Notices

Any notice or other instrument required or permitted to be given under this Agreement shall be in writing and may be given by delivery or by telegram, fax, telecommunication device, or other similar form of electronic communication to the parties hereto at the following addresses:

if to the Corporation:

Walton Income 9 Investment Corporation
23rd Floor, 605 – 5th Avenue SW
Calgary, AB CANADA T2P 3H5

Attention: President
Fax No.: (403) 264-6773

if to WIGI:

Walton International Group Inc.
23rd Floor, 605 – 5th Avenue SW
Calgary, AB CANADA T2P 3H5

Attention: President
Fax No.: (403) 264-6773

Any notice, direction or instrument shall:

- (a) if delivered, be deemed to have been given or made at the time of delivery; and
- (b) if sent by fax, telecommunication device or other similar form of electronic communication, be deemed to have been given or made on the first Business Day following the day on which it was sent.

Either party may give written notice of change of its address in the same manner, in which event that notice shall thereafter be given to it as above provided at that changed address.

6.2 Governing Law

This Agreement will be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein, and the parties hereto hereby submit to and attorn to the non-exclusive jurisdiction of the Courts of the Province of Alberta.

6.3 Further Assurances

The parties hereto shall do, or cause to be done, all such further acts and things, including the obtaining of any necessary approvals, and shall execute, or cause to be executed, all such further deeds, documents and instruments as may be reasonably necessary for the purpose of giving effect to the provisions of this Agreement.

6.4 Amendments

Neither this Agreement nor any provision hereof may be amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the amendment, waiver, discharge, or termination is sought.

6.5 Time of Essence

Time is expressly declared to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.

6.6 Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and undertakings, whether oral or written relative to the subject matter hereof.

6.7 No Waiver

No waiver or act of omission of either party shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default of either party or other breach by either party of any provision of this Agreement or the results or the rights resulting from it.

6.8 Severability

If any covenant or obligation of either party contained herein, or if any provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or obligation to Persons or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected, and each provision and each covenant and obligation contained in this Agreement shall be separately valid and enforceable, to the fullest extent permitted by law or at equity.

6.9 Parties In Interest

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective administrators, nominees, successors and assigns.

[Remainder of page is intentionally left blank]

6.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Any party may execute this Agreement by signing a counterpart of it. The parties shall be entitled to rely on delivery of a fax, telecommunication device or other similar form of electronic communication of this Agreement and such fax, telecommunication device or other similar form of electronic communication copy shall be effective as valid and binding.

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

**WALTON INCOME 9 INVESTMENT
CORPORATION**

WALTON INTERNATIONAL GROUP INC.

Per: _____

Per: _____

Per: _____

Per: _____

SCHEDULE C
FORM OF BOND CERTIFICATE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) ●, 2013, AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

BOND – NO. ●

WALTON INCOME 9 INVESTMENT CORPORATION
Incorporated under the *Business Corporations Act* (Alberta)

UNSECURED 8% BOND DUE MARCH 29, 2019

Walton Income 9 Investment Corporation of 2300, 605 – 5th Avenue SW, Calgary, Alberta, T2P 3H5 (hereinafter referred to as the "**Corporation**") for value received hereby promises to pay to

[● SUBSCRIBER REGISTRATION PARTICULARS ●]

(the "**Holder**") on March 29, 2019, or on such earlier date as provided for under the terms hereof, on presentation and surrender of this Bond, the sum of:

● (\$●) DOLLARS

in lawful money of Canada and to pay interest on the principal amount thereof or so much thereof remaining from time to time owing (the "**Principal Amount**") at 8% per annum (the "**Interest Rate**") from and including the date of issuance of this Bond Certificate until such time that this Bond is paid in full, which interest shall be calculated daily and payable monthly on or before the last day in each month, or if such date occurs on a day that is not a business day, then on the next occurring business day of the following month until such time as this Bond is repaid in full. Interest shall be payable both before and after default, maturity and judgment. Any amount of interest not paid when due shall bear interest at the Interest Rate until paid in full. As interest on this Bond becomes due, the Corporation (except in case of payment at maturity hereof or redemption hereof or repayment of any Principal Amount hereunder prior to the date of maturity) shall, prior to each date on which interest becomes due, forward or cause to be forwarded by prepaid post to the registered address of the Holder, or in the case of joint Holders to the registered address of whichever of such joint Holders is named first in the registers referred to in Schedule "A" hereto, a cheque for such interest, less any tax required by law to be deducted or withheld, payable to the order of such Holder or Holders and negotiable at par at any chartered bank in Canada. The forwarding of such cheque shall satisfy and discharge the liability for interest under this Bond to the extent of the sum represented thereby (plus the amount of any tax deducted or withheld as aforesaid) unless such cheque be not honoured upon presentation. This Bond or any portion of the Principal Amount owing hereunder may be redeemed or repaid by the Corporation in certain circumstances and subject to compliance with the terms of this Bond set out in Schedule "A" hereto. The Holder may require the Corporation to repay this Bond prior to the maturity date hereof in certain circumstances as set out in, and in compliance with, the terms of this Bond set out in Schedule "A" hereto.

The additional terms and conditions attached hereto as Schedule "A" are deemed to be incorporated herein.

IN WITNESS WHEREOF, the Corporation has caused this Bond to be signed as of ●, 201__.

WALTON INCOME 9 INVESTMENT CORPORATION

Per: _____

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS ATTACHING TO THE UNSECURED 8% BOND OF WALTON INCOME 9 INVESTMENT CORPORATION.

1. Positive Covenants

The Corporation shall:

- (a) duly and punctually pay any and all amounts of principal and interest due and owing pursuant to this Bond to the Holder;
- (b) comply with the terms of this and any other agreement with the Holder;
- (c) maintain its corporate existence and registration in good standing in its jurisdiction of incorporation and any other jurisdictions in which it has assets;
- (d) keep or cause to be kept proper books of account in accordance with generally accepted accounting principles; and
- (e) do, observe and perform all of the material obligations of the Corporation under all material agreements, leases and contracts, in each case where non-compliance might give rise to a material adverse effect upon the business or financial condition of the Corporation.

2. Manner of Redemption or Repayment

- (a) The Corporation shall have the right at its option at any time, and from time to time, after one year from the date of issuance of this Bond, to give thirty (30) days prior written notice to the Holder to redeem this Bond or repay a portion of the Principal Amount owing hereunder prior to maturity thereof. Such notice of redemption or repayment shall specify the redemption or repayment date and shall state that if this Bond is not presented to the Corporation at its head office address for redemption or repayment on such date then all interest on the Principal Amount to be so redeemed or repaid shall cease after such date. Such redemption or repayment shall be accomplished by the Corporation paying the Principal Amount of this Bond (in the case of the full redemption) or the portion of the Principal Amount to be so repaid (in the case of the partial repayment), together in each case with interest on the Principal Amount to be so redeemed or repaid accrued and unpaid in respect thereof, subject to any withholdings under applicable taxation statutes and other laws, to the date fixed for redemption or repayment (the amount, including such accrued interest less applicable withholdings, to be so redeemed or repaid being referred to in this Section 2 as the "**Repayment Amount**"), provided always that if the Corporation should fail to redeem or repay the Repayment Amount on the last day of such thirty (30) day notice period, the notice will be deemed to have been rescinded, and, notwithstanding any other provision hereunder, the parties shall be placed back in their respective positions with their respective rights as if such notice had never been given. For greater certainty in such circumstances, should the Corporation again wish to give the written notice referenced in this Subsection 2(a), it may do so.
- (b) Notice having been given as aforesaid, all of the Principal Amount under this Bond (in the case of the full redemption) or the portion of the Principal Amount to be so repaid (in the case of the partial repayment) shall thereupon be and become due and payable on the redemption or repayment date specified in such notice, in the same manner and with the same effect as if it were the date of

maturity specified in this Bond with respect to the amounts to be so repaid, anything therein or herein to the contrary notwithstanding, and from and after such date, interest upon this Bond (in the case of the full redemption) or on the portion of the Principal Amount to be so repaid (in the case of the partial repayment) shall cease.

- (c) If, in the circumstances of a proposed redemption or repayment as provided above, the Holder shall fail to surrender this Bond to the Corporation at its head office address on the date of such redemption or repayment or shall not accept payment of the Repayment Amount in respect thereof or give such receipt therefor (if any) as the Corporation may require, the Repayment Amount shall be set aside in trust for such Holder, in a chartered bank in Canada chosen by the Corporation, and such setting aside shall for all purposes be deemed a payment to the Holder of this Bond and all the interest accrued thereunder (in the case of the full redemption) or of the portion of the Principal Amount to be so repaid and all interest accrued thereunder (in the case of the partial repayment) and to that extent this Bond (or the part of the Principal Amount which became subject to repayment, as the case may be) shall thereafter not be considered as outstanding hereunder and the Holder shall have no other rights with respect thereto except to receive payment of the moneys so paid and deposited (net of applicable income taxes, if any) upon surrender of this Bond.
- (d) In the event of the repayment of a portion of the Principal Amount under this Bond in accordance with this Section 2, the Holder shall be entitled to receive, and the Corporation shall issue to the Holder, a new Bond in respect of the Principal Amount thereunder that has not been so repaid.

3. **Holder's Option for Early Repayment**

- (a) The Holder shall, subject to the limitations set out in this Section 3, have the right at its option at any time after March 29, 2017, to require the Corporation to repay this Bond in its entirety prior to the maturity hereof (the date upon which such repayment is required being referred to herein as the "**Repayment Date**"), upon giving at least one hundred and eighty (180) days prior written notice of the same to the Corporation.

Such notice of the Holder shall specify the Repayment Date (which shall be at least one hundred and eighty (180) days from deemed receipt by the Corporation of the same as provided for under Section 9 hereof). If after proper giving of such notice by the Holder to the Corporation, this Bond is not presented to the Corporation at its head office address for such repayment on the Repayment Date then all interest on the Principal Amount thereunder shall cease after such date. Such full repayment of this Bond shall be accomplished by the Corporation paying the Principal Amount, together with interest on the Principal Amount of this Bond accrued and unpaid in respect thereof to the Repayment Date, subject to any withholdings under applicable taxation statutes and other laws.

- (b) This Bond is one of the Bonds in the aggregate principal amount up to a maximum of \$24,500,000 issued by the Corporation under the terms of an offering of the Corporation (the "**Offering**"). Notwithstanding the provisions of Section 3(a):
 - (i) no notice of retraction pursuant to Section 3(a) may be issued by the Holder prior to March 29, 2017; and
 - (ii) the total principal amount of all Bonds (including this Bond) that are issued under the Offering that may be retracted in the manner referred to in Section 3(a) of this certificate and the other certificates evidencing other such Bonds shall not, in any calendar year,

unless expressly waived by the Corporation in its sole and unfettered discretion, exceed 20% of the total aggregate principal amount of all such Bonds (including this Bond) outstanding as at 11:59 p.m. (Calgary time) on April 30, 2014 and once notices of retraction, in any calendar year, have been given in respect of such Bonds totalling, in principal amount, 20% of the total principal of all such Bonds (including this Bond) outstanding as at 11:59 p.m. (Calgary time) on April 30, 2014, no further or subsequent notice of retraction, including with respect to this Bond shall, unless expressly waived by the Corporation in its sole and unfettered discretion, be effective in such calendar year and no right of retraction shall exist. Accordingly, such Bonds (including this Bond) will be retractable on a "first come, first serve" basis.

- (c) Subject to Sections 3(b) and (d), notice of retraction having been given by the Holder as aforesaid, all of the Principal Amount under this Bond shall thereupon be and become due and payable on the Repayment Date, in the same manner and with the same effect as if it were the date of maturity specified in this Bond with respect to the amounts to be so repaid, anything therein or herein to the contrary notwithstanding, except that the Principal Amount shall, be deemed after the Repayment Date to be fully discharged and repaid hereunder and interest upon this Bond shall cease.
- (d) If, in the circumstances of a proposed repayment required by the Holder as provided in this Section 3, the Holder shall fail to surrender this Bond to the Corporation at its head office address on the Repayment Date or shall not accept payment of the Principal Amount in respect thereof or shall not give such receipt therefor (if any) as the Corporation may reasonably require, the Principal Amount shall be set aside in trust for such Holder, in Schedule I or II chartered bank in Canada chosen by the Corporation, and such setting aside shall for all purposes be deemed the full repayment to the Holder of this Bond and all the interest accrued thereunder and this Bond shall thereafter not be considered as outstanding and the Holder shall have no other rights with respect thereto except to receive payment of the moneys so paid and deposited (net of applicable income taxes, if any) upon surrender of this Bond and the giving of such receipt.

4. **Acceleration of Maturity**

Upon the happening of any one or more of the following events, namely:

- (a) if the Corporation makes default in payment of the Principal Amount under this Bond when the same becomes due and payable under any provision thereof;
- (b) a decree or order by a court having jurisdiction is entered resulting from the commencement of proceedings by a third party against the Corporation or Walton International Group Inc. ("**WIGI**") adjudging the Corporation or WIGI a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement or winding up of the Corporation or WIGI under any bankruptcy, insolvency or analogous laws, including, without limitation, the *Companies' Creditors Arrangement Act* (Canada), or appointing a receiver of the Corporation or WIGI or ordering the dissolution or liquidation of its affairs, and such decree or order continues unstayed, undischarged and in effect for a period of 60 days from the date thereof;
- (c) a resolution is passed for the winding-up or liquidation of the Corporation or WIGI or if the Corporation or WIGI institute proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files a petition, answer or consent seeking reorganizational relief under any bankruptcy, insolvency or analogous laws, including, without limitation, the *Companies' Creditors Arrangement Act* (Canada), or consents to

the filing of any such petition or to the appointment of a receiver of or of any substantial part of the property of the Corporation or WIGI or makes a general assignment for the benefit of creditors, or the Corporation or WIGI admits in writing its inability to pay its debts generally as they become due, or a resolution is passed by the Corporation's or WIGI's directors or shareholders authorizing the Corporation or WIGI to do any of the foregoing, unless such resolution is rescinded prior to the taking of any irrevocable actions thereunder;

- (d) if the Corporation shall neglect to observe or perform any other covenant or obligation herein contained on its part to be observed or performed and, after notice in writing has been given to the Corporation specifying such default and requiring the Corporation to put an end to same, the Corporation shall fail to make good such default within a period of 60 days; or
- (e) the Corporation agrees to an amendment to any loan agreement that is to be entered into between the Corporation and any borrower if such amendment is materially prejudicial to the ability of the Corporation to comply with its obligations under this Bond and the other Bonds issued pursuant to the Offering,

then the Principal Amount and interest on this Bond then outstanding and all other moneys outstanding thereunder shall forthwith become immediately due and payable to the Holder, anything therein or herein to the contrary notwithstanding, and the Corporation shall forthwith pay to the Holder the Principal Amount of this Bond and accrued and unpaid interest thereon from the date of the said declaration until payment is received by the Holder, subject to any withholdings under applicable taxation statutes and other laws. Such payment when made shall be deemed to have been made in discharge of the Corporation's obligations hereunder.

5. Assignment

This Bond may not be assumed by any other entity, including any subsidiary or affiliate of the Corporation, without the prior written consent of the Holder. This Bond may not be sold, assigned or transferred by the Holder without the prior written consent of the Corporation in its sole discretion and subject to such terms and conditions as the Corporation, in its sole discretion, may determine.

6. Register of Bonds

The issuance of this Bond is part of a larger Offering by the Corporation of Bonds of the Corporation. At all times while any of such Bonds are outstanding, the Corporation shall maintain a register of all holders of such Bonds on which shall be entered the names, latest known addresses of all holders of such Bonds and, if available, the facsimile numbers of such holders and particulars of the Bonds held by them, such register to be kept by and at the head office of the Corporation.

7. Pre-repayment or Redemption of Bonds

The Corporation reserves the right to pre-repay or to redeem this Bond prior to repayment or redemption of other Bonds and to pre-repay or redeem other Bonds prior to the repayment or redemption of this Bond.

8. Market Purchases

The right is reserved by the Corporation to purchase this Bond at any time or times from the holder thereof, by tender or by private contract, without the obligation to purchase other Bonds or to so purchase other Bonds at any time or times in the market without the obligation to purchase this Bond.

9. Notices

Any notice to the Holder under the terms hereof or with respect to this Bond shall be valid and effective if delivered or sent by facsimile or by ordinary post addressed to the Holder at its post office address or facsimile number appearing on the register hereinbefore mentioned and shall be deemed to have been effectively given on the date of delivery or, if mailed, on the fifth business day following the date of the postmark on such notice or, if sent by facsimile, on the next business day following the date of transmission provided that its contents are transmitted and received completely and accurately. Any notice to the Corporation under the terms hereof or with respect to this Bond shall be valid and effective if delivered or sent by facsimile or by ordinary post addressed to the Corporation to the attention of the President thereof at 2300, 605 – 5th Avenue S.W., Calgary, Alberta, T2P 3H5 (or such other address as the Corporation may subsequently advise the Holder under the terms hereof) or facsimile number (403) 237-6634 (or such other facsimile number as the Corporation may subsequently advise the Holder under the terms hereof) and shall be deemed to have been effectively given on the date of delivery or, if mailed, on the fifth business day following the date of the postmark on such notice or, if sent by facsimile, on the next business day following the date of transmission provided that its contents are transmitted and received completely and accurately.

10. Jurisdiction

This Bond is subject to and shall be governed in accordance with the internal laws of the Province of Alberta (without giving effect to the conflict of law provisions thereof).

11. Time of Essence

Time is of the essence hereof.

12. Binding Effect

This Bond shall be binding upon the Corporation and its successors and permitted assigns.

13. Headings

The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Bond.

SCHEDULE D
AUDITOR'S REPORT ON WALTON GROUP SYNDICATED BOND SCHEDULE



July 18, 2013

Independent Auditor's Report

To the Directors of Walton International Group Inc.

We have audited the accompanying Syndicated Bond Schedule issued by the Walton Group of Companies for the period January 1, 2005 to December 31, 2012 and the related notes, which comprise a summary of significant accounting policies and other explanatory information (the "Schedule"). The Schedule has been prepared by management of the Walton Group of Companies and derived from financial information prepared in accordance with Canadian accounting standards for private enterprises, except for the U.S. Series A Notes which has been prepared in accordance with U.S. generally accepted accounting principles.

Management's responsibility for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with Canadian accounting standards for private enterprises, except for the U.S. Series A Notes which has been prepared in accordance with U.S. generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of the Schedule that is free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the Schedule based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to Walton Group of Companies' preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Walton Group of Companies' internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedule for the period January 1, 2005 to December 31, 2012 is prepared, in all material respects, in accordance with Canadian accounting standards for private enterprises, except for the U.S. Series A Notes which have been prepared in accordance with U.S. generally accepted accounting principles.

PricewaterhouseCoopers LLP

Chartered Accountants

PricewaterhouseCoopers LLP
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T: +1 403 509 7500, F: +1 403 781 1825

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

SYNDICATED BOND SCHEDULE

For the issuance period spanning January 1, 2005 to December 31, 2012

SCHEDULE ONE: CANADIAN DOLLAR BOND ISSUANCES

Canada Series Notes	Reference	Type	Interest Rate	Bond Offering	Principal Repaid	Outstanding	Interest Paid
Series A Notes	Note 1	Unsecured	13.00%	\$ 1,800,000	\$ 1,800,000	\$ -	\$ 722,941
Series B Notes	Note 2	Secured	10.00%	4,665,000	4,665,000	-	1,509,990
Series C Notes	Note 3	Unsecured	13.00%	4,995,000	4,995,000	-	1,947,857
Series D Notes	Note 4	Unsecured	13.00%	4,880,000	4,880,000	-	1,930,385
Series E Notes	Note 5	Unsecured	13.00%	4,325,000	4,325,000	-	1,739,218
Series F Notes	Note 6	Unsecured	13.00%	4,370,000	4,370,000	-	1,680,632
Series G Notes	Note 7	Secured	10.00%	3,685,000	3,685,000	-	1,830,988
Series H Notes	Note 8	Unsecured	13.00%	9,955,000	9,955,000	-	3,941,766
Series J Notes	Note 9	Secured	10.00%	1,795,000	1,795,000	-	390,119
Series K Notes	Note 10	Unsecured	13.00%	2,120,000	2,120,000	-	838,992
Series L Notes	Note 11	Unsecured	13.00%	21,980,000	21,980,000	-	13,898,029
Series M Notes	Note 12	Unsecured	10.00%	5,775,000	5,775,000	-	2,908,548
Series N Notes	Note 13	Unsecured	10.00%	5,000,000	-	5,000,000	2,449,127
Series O Notes	Note 14	Unsecured	10.00%	3,950,000	245,000	3,705,000	1,773,563
Series P Notes	Note 15	Unsecured	8.00%	1,000,000	-	1,000,000	39,279
SUBTOTAL (CAD\$)				\$ 80,295,000	\$ 70,590,000	\$ 9,705,000	\$ 37,601,434

Canada Finance Corporation Loans	Reference	Type	Interest Rate	Bond Offering	Principal Repaid	Outstanding	Interest Paid
WLFC	Note 16	Unsecured	9.00%	\$ 13,129,000	\$ 13,129,000	\$ -	\$ 3,618,217
W2LFC	Note 17	Unsecured	9.00%	9,290,500	9,290,500	-	2,398,474
Walton Income 1	Note 18	Unsecured	10.00%	22,114,000	1,615,500	20,498,500	8,808,412
Walton Income 3	Note 19	Unsecured	8.00%	9,849,000	-	9,849,000	887,781
Walton Income 4	Note 20	Unsecured	8.00%	10,000,000	-	10,000,000	775,039
Walton Income 5	Note 21	Unsecured	8.20%	5,695,800	-	5,695,800	127,747
SUBTOTAL (CAD\$)				\$ 70,078,300	\$ 24,035,000	\$ 46,043,300	\$ 16,615,670

TOTAL (CAD\$)	\$ 150,373,300	\$ 94,625,000	\$ 55,748,300	\$ 54,217,104
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SCHEDULE TWO: U.S. DOLLAR BOND ISSUANCES

USA Series Notes	Reference	Type	Interest Rate	Bond Offering	Principal Repaid	Outstanding	Interest Paid
U.S. Series A Notes	Note 22	Secured	9.00%	\$ 6,000,000	\$ 6,000,000	\$ -	\$ 1,304,643
SUBTOTAL (US\$)				\$ 6,000,000	\$ 6,000,000	\$ -	\$ 1,304,643

US\$ Finance Corporation Loans	Reference	Type	Interest Rate	Debt Offering	Principal Repaid	Outstanding	Interest Paid
Walton U.S. Dollar Income 1	Note 23	Unsecured	8.00%	\$ 1,052,985	\$ -	\$ 1,052,985	\$ -
SUBTOTAL (US\$)				\$ 1,052,985	\$ -	\$ 1,052,985	\$ -

TOTAL (US\$)	\$ 7,052,985	\$ 6,000,000	\$ 1,052,985	\$ 1,304,643
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See accompanying notes to the syndicated debt schedule.

Walton Group of Companies

Notes to the Syndicated Bond Schedule

The Syndicated Bond Schedule outlines the long term debt issued by Walton Group of Companies (collectively, "**Walton**") to the third-party investors for the period spanning January 1, 2005 to December 31, 2012.

The Bond Offering represents the aggregate principal amount from the issuance of series notes to the third-party investors in each of the respective offering. The Principal Repaid represents the aggregate principal amount in each of the respective offering that has matured or redeemed early in the respective year. The Interest Paid represents the interest payment that Walton has made to the subscribers at the interest rate stated in the Subscription Agreement from the issuance date to the earlier of the date the principal was repaid and December 31, 2012.

The financial data presented in the Schedule has been derived from financial information prepared in accordance with Canadian Accounting Standards for Private Enterprises ("**ASPE**") as issued by the Canadian Accounting Standards Board, unless otherwise indicated.

All amounts are expressed in Canadian Dollars, unless otherwise indicated.

1. Series A Notes

Walton issued 13% unsecured Series A Notes with a maturity date between August 18, 2008 and November 30, 2008. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from this loan were restricted specifically for the purchase of land. The Series A Notes were fully repaid in the period ended December 31, 2008.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2005	\$ 1,350,000	\$ -	\$ -
Oct 31, 2006	450,000	-	269,327
Oct 31, 2007	-	-	234,000
Dec 31, 2007	-	-	39,107
Dec 31, 2008	-	1,800,000	180,507
Total	\$ 1,800,000	\$ 1,800,000	\$ 722,941

2. Series B Notes

Walton issued 10% Secured Redeemable Retractable Series B Notes with a maturity date of December 31, 2010. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. These notes were secured by the land acquired. The Series B Notes were redeemed prior to maturity date and fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 4,665,000	\$ -	\$ 385,277
Oct 31, 2007	-	-	466,500
Dec 31, 2007	-	-	77,963
Dec 31, 2008	-	-	466,500
Dec 31, 2009	-	4,665,000	113,750
Total	\$ 4,665,000	\$ 4,665,000	\$ 1,509,990

Walton Group of Companies
Notes to the Syndicated Bond Schedule

3. Series C Notes

Walton issued 13% Unsecured Redeemable Retractable Series C Notes with a maturity date between January 26, 2009 and June 23, 2009. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series C Notes were fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 4,995,000	\$ 100,000	\$ 426,802
Oct 31, 2007	-	-	636,350
Dec 31, 2007	-	40,000	105,722
Dec 31, 2008	-	-	631,150
Dec 31, 2009	-	4,855,000	147,833
Total	\$ 4,995,000	\$ 4,995,000	\$ 1,947,857

4. Series D Notes

Walton issued 13% Unsecured Redeemable Retractable Series D Notes with a maturity date between April 28, 2009 and August 31, 2009. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series D Notes were fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 4,880,000	\$ -	\$ 305,520
Oct 31, 2007	-	-	634,400
Dec 31, 2007	-	-	106,023
Dec 31, 2008	-	100,000	621,507
Dec 31, 2009	-	4,780,000	262,935
Total	\$ 4,880,000	\$ 4,880,000	\$ 1,930,385

5. Series E Notes

Walton issued 13% Unsecured Redeemable Retractable Series E Notes with a maturity date between June 23, 2009 and September 13, 2009. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series E Notes were fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 4,325,000	\$ -	\$ 209,305
Oct 31, 2007	-	20,000	567,065
Dec 31, 2007	-	-	94,400
Dec 31, 2008	-	-	564,850
Dec 31, 2009	-	4,305,000	303,598
Total	\$ 4,325,000	\$ 4,325,000	\$ 1,739,218

Walton Group of Companies
Notes to the Syndicated Bond Schedule

6. Series F Notes

Walton issued 13% Unsecured Redeemable Retractable Series F Notes with a maturity date between September 1, 2009 and November 15, 2009. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series F Notes were fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 3,970,000	\$ -	\$ 96,658
Oct 31, 2007	400,000	120,000	558,808
Dec 31, 2007	-	-	91,025
Dec 31, 2008	-	40,000	548,209
Dec 31, 2009	-	4,210,000	385,932
Total	\$ 4,370,000	\$ 4,370,000	\$ 1,680,632

7. Series G Notes

Walton issued 10% Secured Redeemable Retractable Series G Notes with a maturity date of December 31, 2011. Interest is compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. These notes were secured by the land acquired. The Series G notes were fully repaid in the period ended December 31, 2011.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 2,850,000	\$ -	\$ 59,573
Oct 31, 2007	835,000	-	363,122
Dec 31, 2007	-	100,000	59,941
Dec 31, 2008	-	100,000	355,167
Dec 31, 2009	-	200,000	336,185
Dec 31, 2010	-	-	328,500
Dec 31, 2011	-	3,285,000	328,500
Total	\$ 3,685,000	\$ 3,685,000	\$ 1,830,988

8. Series H Notes

Walton issued 13% Unsecured Redeemable Retractable Series H Notes with a maturity date between October 6, 2009 and March 15, 2010. Interest was compounded and payable semi-annually on June 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series H Notes were fully repaid in the period ended December 31, 2010.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 2,170,000	\$ -	\$ 25,722
Oct 31, 2007	7,695,000	60,000	1,150,623
Dec 31, 2007	-	-	213,024
Dec 31, 2008	50,000	20,000	1,278,571
Dec 31, 2009	40,000	4,010,000	1,200,396
Dec 31, 2010	-	5,865,000	73,430
Total	\$ 9,955,000	\$ 9,955,000	\$ 3,941,766

Walton Group of Companies
Notes to the Syndicated Bond Schedule

9. Series J Notes

Walton issued 10% Secured Redeemable Retractable Series J Notes with a maturity date of September 30, 2012. Interest was compounded and payable semi-annually on March 31 and September 30 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The notes were secured by the land acquired. The Series J Notes were redeemed prior to maturity date and fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2007	\$ 1,795,000	\$ -	\$ 45,995
Dec 31, 2007	-	-	119,749
Dec 31, 2008	-	-	179,500
Dec 31, 2009	-	1,795,000	44,875
Total	\$ 1,795,000	\$ 1,795,000	\$ 390,119

10. Series K Notes

Walton issued 13% Unsecured Redeemable Retractable Series K Notes with a maturity date of April 24, 2010. Interest was compounded and payable semi-annually on March 31 and September 30 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series K Notes were fully repaid in the period ended December 31, 2010.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2007	\$ 2,120,000	\$ 75,000	\$ 165,207
Dec 31, 2007	-	-	46,353
Dec 31, 2008	-	-	265,850
Dec 31, 2009	-	125,000	264,025
Dec 31, 2010	-	1,920,000	97,557
Total	\$ 2,120,000	\$ 2,120,000	\$ 838,992

11. Series L Notes

Walton issued 13% Unsecured Redeemable Retractable Series L Notes with a maturity date between May 9, 2012 and June 30, 2012. Interest was payable quarterly on March 31, June 30, September 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series L Notes were fully repaid in the period ended December 31, 2012.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2007	\$ 21,980,000	\$ -	\$ 1,182,379
Dec 31, 2007	-	-	477,538
Dec 31, 2008	-	-	2,857,400
Dec 31, 2009	-	980,000	2,813,706
Dec 31, 2010	-	340,000	2,702,882
Dec 31, 2011	-	-	2,685,800
Dec 31, 2012	-	20,660,000	1,178,324
Total	\$ 21,980,000	\$ 21,980,000	\$ 13,898,029

Walton Group of Companies
Notes to the Syndicated Bond Schedule

12. Series M Notes

Walton issued 10% Unsecured Redeemable Retractable Series M Notes with a maturity date between August 2012 and November 2012. Interest was payable quarterly on March 31, June 30, September 30 and December 31 in each year. The amounts received from the loan were restricted specifically for the purchase of land. The Series M Notes were fully repaid in the period ended December 31, 2012.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2007	\$ 3,535,000	\$ -	\$ 40,051
Dec 31, 2007	2,240,000	-	89,042
Dec 31, 2008	-	30,000	576,500
Dec 31, 2009	-	25,000	572,734
Dec 31, 2010	-	-	572,000
Dec 31, 2011	-	-	572,000
Dec 31, 2012	-	5,720,000	486,221
Total	\$ 5,775,000	\$ 5,775,000	\$ 2,908,548

13. Series N Notes

Walton issued 10% Unsecured Redeemable Retractable Series N Notes with a maturity date between January 2013 and May 2013. Interest is payable quarterly on March 31, June 30, September 30 and December 31 in each year. The amounts received from the loan are restricted specifically for the purchase of land. As at December 31, 2012, the outstanding balance of Series N Notes was \$5,000,000.

Fiscal Year Ending at	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2008	\$ 5,000,000	\$ -	\$ 449,127
Dec 31, 2009	-	-	500,000
Dec 31, 2010	-	-	500,000
Dec 31, 2011	-	-	500,000
Dec 31, 2012	-	-	500,000
Total	\$ 5,000,000	\$ -	\$ 2,449,127

14. Series O Notes

Walton issued 10% Unsecured Redeemable Retractable Series O Notes with a maturity date between February 2013 and June 2013. Interest is payable quarterly on March 31, June 30, September 30 and December 31 in each year. The amounts received from the loan are restricted specifically for the purchase of land. As at December 31, 2012, the outstanding balance of Series O Notes was \$3,705,000.

Fiscal Year Ending at	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2008	\$ 3,950,000	\$ -	\$ 261,626
Dec 31, 2009	-	-	395,000
Dec 31, 2010	-	245,000	375,937
Dec 31, 2011	-	-	370,500
Dec 31, 2012	-	-	370,500
Total	\$ 3,950,000	\$ 245,000	\$ 1,773,563

Walton Group of Companies
Notes to the Syndicated Bond Schedule

15. Series P Notes

Walton issued 8% Unsecured Series P Notes with a maturity date of June 30, 2015. Interest is payable monthly on the final business day of each month in each year. The amounts received from the loan will be utilized by Walton and its subsidiaries and affiliates to acquire or refinance land, to fund construction facilities or infrastructure on development projects and for any general financing involving acquisition, refinance or development of real estate. As at December 31, 2012, the outstanding balance of Series P Notes was \$1,000,000.

Fiscal Year Ending at	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2012	\$ 1,000,000	\$ -	\$ 39,279
Total	\$ 1,000,000	\$ -	\$ 39,279

16. Walton Land Finance Corporation ("WLFC")

WLFC raised \$13,260,000 through the issuance of 26,200 Class B non-voting common shares for \$131,000 and \$13,129,000 9% unsecured notes with maturity date of December 31, 2009. The note proceeds were loaned to Walton and its material affiliates to use the funds to purchase and refinance from time to time, and in their sole discretion, properties located in North America. WLFC had a first charge on all properties acquired using the note proceeds. WLFC paid interest semi-annually on June 30 and December 31 in each year, in arrears of 9% per annum on the outstanding principal amount of the notes. WLFC was fully repaid in the period ended December 31, 2009.

Fiscal Year/Period Ending at	Debt Offering	Principal Repaid	Interest Paid
Oct 31, 2006	\$ 13,129,000	\$ -	\$ 158,627
Oct 31, 2007	-	-	1,181,610
Oct 31, 2008	-	-	1,184,847
Oct 31, 2009	-	8,000,000	1,062,144
Dec 31, 2009	-	5,129,000	30,989
Total	\$ 13,129,000	\$ 13,129,000	\$ 3,618,217

17. Walton Second Land Finance Corporation ("W2LFC")

W2LFC raised \$9,376,500 through the issuance of 17,500 Class B non-voting common shares for \$86,000 and \$9,290,500 9% unsecured notes with maturity date of June 30, 2011. The note proceeds were loaned to Walton so that it and its material affiliates could use the funds to purchase and refinance from time to time, and in their sole discretion, properties located in North America. W2LFC had a first charge as all properties acquired using the note proceeds. W2LFC paid interest semi-annually on June 30 and December 31 in each year, in arrears of 9% per annum on the outstanding principal amount of the notes. W2LFC was fully repaid in the period ended December 31, 2011.

Fiscal Year Ending at	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2008	\$ 9,290,500	\$ -	\$ 311,548
Dec 31, 2009	-	-	836,145
Dec 31, 2010	-	-	836,145
Dec 31, 2011	-	9,290,500	414,636
Total	\$ 9,290,500	\$ 9,290,500	\$ 2,398,474

Walton Group of Companies
Notes to the Syndicated Bond Schedule

18. Walton Income 1 Investment Corporation ("Walton Income 1")

Walton Income 1 raised \$22,373,000 through the issuance of 51,800 Class B non-voting common shares for \$259,000 and \$22,114,000 10% unsecured notes with maturity date of December 31, 2013. The note proceeds were loaned to Walton so that it and its material affiliates could use the funds to purchase and refinance from time to time and in their sole discretion, properties located in North America. Walton Income 1 had a first charge on all properties acquired using the note proceeds. Walton Income 1 pays interest quarterly on March 31, June 30, September 30 and December 31 in each year, in arrears of 10% per annum on the outstanding principal amount of the notes. As at December 31, 2012, the outstanding balance of the loan was \$20,498,500.

Fiscal Year Ending at	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2008	\$ 15,363,000	\$ -	\$ 381,468
Dec 31, 2009	6,751,000	170,500	2,137,494
Dec 31, 2010	-	853,000	2,132,722
Dec 31, 2011	-	397,500	2,099,764
Dec 31, 2012	-	194,500	2,056,964
Total	\$ 22,114,000	\$ 1,615,500	\$ 8,808,412

19. Walton Income 3 Investment Corporation ("Walton Income 3")

Walton Income 3 raised \$10,000,000 through the issuance of 30,200 Class B non-voting shares for \$151,000 and \$9,849,000 8% unsecured notes with a maturity date of October 31, 2014. The amounts received from the loan will be used, from time to time, to purchase or refinance in its sole discretion, Properties, to finance or refinance construction or infrastructure on Walton or its Material Affiliates or its Sponsored Entity development projects and for any further general financing involving acquisition, re-financing, or development in accordance with the Loan Agreement. Walton may at any time, and from time to time, prior to the maturity date repay all or part of the amount outstanding, including interest that is due or accruing, without bonus or penalty. Walton Income 3 pays monthly interest of 8% per annum until such time the notes are repaid in full. As at December 31, 2012, the outstanding balance of Walton Income 3 was \$9,849,000.

Financial Year ending	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2011	\$ 9,182,500	\$ -	\$ 110,206
Dec 31, 2012	666,500	-	777,575
Total	\$ 9,849,000	\$ -	\$ 887,781

20. Walton Income 4 Corporation ("Walton Income 4")

Walton Income 4 raised \$10,000,000 through the issuance of \$10,000,000 8% unsecured notes with a maturity date of January 31, 2015. The amounts received from this loan are to finance or refinance the purchase of land, construction or infrastructure and development of real estate. Walton may at any time, and from time to time, prior to the maturity date repay all or part of the amount outstanding, including interest that is due or accruing, without bonus or penalty. Walton Income 4 pays monthly interest of 8% per annum until such time the notes are repaid in full. As at December 31, 2012, the outstanding balance of Walton Income 4 was \$10,000,000.

Financial Year ending	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2011	\$ 5,719,000	\$ -	\$ 27,714
Dec 31, 2012	4,281,000	-	747,325
Total	\$ 10,000,000	\$ -	\$ 775,039

Walton Group of Companies

Notes to the Syndicated Bond Schedule

21. Walton Income 5 Corporation ("Walton Income 5")

Walton Income 5 raised \$5,781,300 through the issuance of 17,100 Class B non-voting shares for \$85,500 and \$5,695,300 8.20% unsecured notes with a maturity date of September 30, 2017. The amounts received from this loan are to finance or refinance the purchase of land, construction or infrastructure and development of real estate. Walton is entitled, at any time, and from time to time, prior to the maturity date to repay all or part of the amount outstanding, including interest that is due or accruing, without bonus or penalty. Walton Income 5 will pay monthly interest of 8.20% per annum until such time the notes are repaid in full. As at December 31, 2012, the outstanding balance of Walton Income 5 was \$5,695,800.

Financial Year ending	Debt Offering	Principal Repaid	Interest Paid
Dec 31, 2012	\$ 5,695,800	\$ -	\$ 127,747
Total	\$ 5,695,800	\$ -	\$ 127,747

22. U.S. Series A Notes (expressed in US Dollars)

Walton issued a 9% secured promissory note of U.S. Series A Notes in the United States with a maturity date of December 31, 2012 by means of private placement memorandum. Interest was payable quarterly on March 31, June 30, September 30 and December 31 in each year. The proceeds of U.S. Series A Notes were used by Walton to fund the acquisition of real property located in the United States, and the notes were secured by cash or a mortgage on the land purchased. The U.S. Series A Notes were redeemed prior to maturity date and fully repaid in the period ended December 31, 2010.

The financial data with regards to U.S. Series A Notes has been derived from financial information prepared in accordance with U.S. generally accepted accounting principles.

Fiscal Year Ending at	Debt Offering (US\$)	Principal Repaid (US\$)	Interest Paid (US\$)
Dec 31, 2008	\$ 6,000,000	\$ -	\$ 250,594
Dec 31, 2009	-	-	566,549
Dec 31, 2010	-	6,000,000	487,500
Total (USD)	\$ 6,000,000	\$ 6,000,000	\$ 1,304,643

23. Walton U.S. Dollar Income 1 Corporation ("Walton U.S. Dollar Income 1")

Walton U.S. Dollar Income 1 raised \$1,052,985 through the issuance of 8% unsecured bonds with a maturity date of December 31, 2017. The Corporation was formed to issue the Bonds, to pay interest monthly of 8.0% per annum on the outstanding principal amount of the Bonds and to repay the Bonds on the Maturity Date and to deposit the Bond Proceeds into the Loan Account and to loan the Bond Proceeds to the Borrowers pursuant to the terms of the Loan Agreements. Under the terms of the Loan Agreements, Walton will pay to Walton U.S. Dollar Income 1 interest monthly on the Loan Amount outstanding from time to time in the amount of 8.15% per annum. Walton may utilize those proceeds, from time to time, for general corporate purposes. The principal amount of the loan will not exceed \$15,000,000 U.S. dollars. As at December 31, 2012, the outstanding balance of Walton U.S. Dollar Income 1 was \$1,052,985.

Financial Year ending	Debt Offering (US\$)	Principal Repaid (US\$)	Interest Paid (US\$)
Dec 31, 2012	\$ 1,052,985	\$ -	\$ -
Total (USD)	\$ 1,052,985	\$ -	\$ -