
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended June 30, 2011

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15D OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

Commission file number: **000-50492**

LiveReel Media Corporation

(Exact name of Registrant as specified in its charter)

Canada

(Jurisdiction of incorporation or organization)

2300 Yonge Street, Suite 1710, PO Box 2408,

Toronto, Ontario M4P 1E4, Canada

(Address of principal executive offices)

Jason D. Meretsky, T: 416-593-6543, F: 416-480-2803,

2300 Yonge Street, Suite 1710, PO Box 2408,

Toronto, Ontario M4P 1E4, Canada

(Name, Telephone, Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act: **None**

Securities registered or to be registered pursuant to Section 12(g) of the Act.

Common shares without par value
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the Issuer's classes of capital or common stock as of the close of the period covered by the annual report

Common shares without par value – 23,521,744 as at June 30, 2011

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such report) and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

US GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow

Item 17: Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

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FORWARD-LOOKING STATEMENTS

This annual report includes "forward-looking statements." All statements, other than statements of historical facts, included in this annual report that address activities, events or developments, which we expect or anticipate, will or may occur in the future are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended.

The words "believe", "intend", "expect", "anticipate", "project", "estimate", "predict" and similar expressions are also intended to identify forward-looking statements.

These forward-looking statements address, among others, such issues as:

- Future earnings and cash flow,
- Expansion and growth of our business and operations, and
- Our prospective operational and financial information.

These statements are based on assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate in particular circumstances. However, whether actual results and developments will meet our expectations and predictions depends on a number of risks and uncertainties, which could cause actual results to differ materially from our expectations, including the risks set forth in "Item 3-Key Information-Risk Factors" and the following:

- Fluctuations in prices of our products and services,
- Potential acquisitions and other business opportunities,
- General economic, market and business conditions, and
- Other risks and factors beyond our control.

Consequently, all of the forward-looking statements made in this annual report are qualified by these cautionary statements. We cannot assure you that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected effect on us or our business or operations.

Unless the context indicates otherwise, the terms "LiveReel Media Corporation", "the "Company", "LiveReel", "we", "us", "our" and "registrant" are used interchangeably in this Annual Report and mean LiveReel Media Corporation and its subsidiary.

FOREIGN PRIVATE ISSUER STATUS AND CURRENCIES AND EXCHANGE RATES

Foreign Private Issuer Status

LiveReel Media Corporation is a Canadian corporation incorporated under the Federal Business Laws of Canada. Approximately 97% of its common stock is held by non-United States citizens and residents and our business is administered principally outside the United States; As a result, we believe that we qualify as a "foreign private issuer" for continuing to report regarding the registration of our common stock using this Form 20-F annual report format.

Currency

The financial information presented in this Annual Report is expressed in Canadian dollars ("CDN \$") and the financial data in this Annual Report is presented in accordance with accounting principles generally accepted in Canada ("Can. GAAP"). Such financial data conforms in all material respects with accounting principles generally accepted in the United States ("U.S. GAAP") except as disclosed in Note 16 of the Notes to Consolidated Financial Statements contained herein.

All dollar amounts set forth in this report are in Canadian dollars, except where otherwise indicated.

PART I

ITEM 1 - IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISORS

Not applicable.

ITEM 2 - OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3 - KEY INFORMATION

(A) SELECTED FINANCIAL DATA

This Report includes consolidated financial statements of the Company for the years ended June 30, 2011, 2010 and 2009. These financial statements were prepared in accordance with accounting principles generally accepted in Canada. Reference is made to Financial Statement Notes for a discussion of the material differences between Canadian GAAP and U.S. GAAP, and their effect on the Company's financial statements.

The following is a selected financial data for the Company for each of the last five fiscal years 2007 through 2011 on a consolidated basis. The data is extracted from the audited financial statements of the Company for each of the said years.

Financial data in accordance with Canadian GAAP (CDN \$) - Fiscal year ended June 30

	2011	2010	2009	2008	2007
Revenue	\$ -	\$ -	\$ 4,901	\$ 40,012	\$ 72,697
Net Loss	(250,554)	(232,527)	(916,260)	(788,811)	(624,965)
Net loss per Share (1)	(0.01)	(0.02)	(0.07)	(0.06)	(0.04)
Working Capital (Deficit)	(64,844)	125,648	319,175	1,201,854	1,965,665
Total Assets	77,156	183,329	410,482	1,386,399	2,105,100
Capital Stock (2)	7,880,660	6,728,846	6,656,265	6,656,265	6,656,265
Warrants (2)	-	1,146,081	1,146,081	1,146,081	1,146,081
Shareholders' Equity (Deficit)	(64,844)	125,648	319,175	1,201,854	1,990,655
Weighted Average Number of Shares Outstanding	21,227,300	14,696,744	13,721,744	13,721,744	14,089,963

(1) The effect of potential share issuances pursuant to the exercise of warrants would be anti-dilutive and, therefore, basic and diluted losses per share are the same.

(2) During the fiscal 2006, 6,193,600 warrants were issued in connection with various private placements and the acquisition of certain theatrical film properties. The valuation of these warrants in 2006 and 2007 was applied to the capital stock and resulted in an negative amount which is not permitted under Canadian GAAP. These items were restated in the 2008 audited financial statements with no impact on shareholder's equity, the consolidated statement of operations, consolidated statement of cash flows and the basic and diluted loss per share. During the 2010 fiscal year, 3,900,000 options were exercised for gross proceeds of US\$39,000.

Financial data in accordance with U.S. GAAP (CDN \$) - Fiscal year ended June 30

	2011	2010	2009	2008	2007
Revenue	\$ -	\$ -	\$ 4,901	\$ 40,012	\$ 72,697
Net Loss	(250,554)	(232,527)	(916,260)	(788,811)	(624,695)
Comprehensive Loss	(250,554)	(232,527)	(916,260)	(788,811)	(624,695)
Loss per Share	\$ (0.01)	\$ (0.02)	\$ (0.07)	\$ (0.06)	\$ (0.04)
Total Assets	\$ 77,156	\$ 183,329	\$ 410,482	\$ 1,386,399	\$ 2,105,100
Warrants (1)	-	1,146,081	1,146,081	1,146,081	1,146,081
Shareholders' Equity (Deficit)	\$ (64,844)	\$ 125,648	\$ 319,175	\$ 1,201,854	\$ 1,990,655

(1) During the fiscal 2006, 6,193,600 warrants were issued in connection with various private placements and the acquisition of certain theatrical film properties. The valuation of these warrants in 2006 and 2007 was applied to the capital stock and resulted in an negative amount which is not permitted under US GAAP. These items were restated in the 2008 audited financial statements with no impact on shareholder's equity, the consolidated statement of operations, consolidated statement of cash flows and the basic and diluted loss per share. During the 2010 fiscal year, 3,900,000 options were exercised for gross proceeds of US\$39,000.

The Company has not declared or paid any dividends in any of its last five fiscal years.

Exchange Rates

In this Annual Report on Form 20-F, unless otherwise specified, all monetary amounts are expressed in Canadian dollars. The exchange rates used herein were obtained from Bank of Canada; however, they cannot be guaranteed.

On October 31, 2011, the exchange rate, based on the noon buying rates, for the conversion of Canadian dollars into United States dollars (the "Noon Rate of Exchange") was \$1.0065.

The following table sets out the high and low exchange rates for each of the last six months.

<u>2011</u>	<u>October</u>	<u>September</u>	<u>August</u>	<u>July</u>	<u>June</u>	<u>May</u>
High for period	\$ 1.0088	\$ 1.0251	\$ 1.0414	\$ 1.0607	\$ 1.0368	\$ 1.0517
Low for period	\$ 0.9514	\$ 0.9540	\$ 1.0052	\$ 1.0320	\$ 1.0135	\$ 1.0218

The following table sets out the average exchange rates for the five most recent financial years calculated by using the average of the Noon Rate of Exchange on the last day of each month during the period.

	<u>Year Ended June 30,</u>				
	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>
Average for the year	1.0013	1.0555	1.1662	1.0104	1.1323

(B) CAPITALIZATION AND INDEBTEDNESS

Not applicable

(C) REASONS FOR THE OFFER AND USE OF PROCEEDS

Not applicable

(D) RISK FACTORS

The following is a brief discussion of those distinctive or special characteristics of the Company's operations and industry that may have a material adverse impact on, or constitute risk factors in respect of, the Company's future financial performance.

THE COMPANY HAS AN UNSUCCESSFUL OPERATING HISTORY

The Company is not profitable and has had no significant revenues since its incorporation in March 1997. While one of the film properties acquired by the Company in fiscal 2005 and the film that was financed in fiscal 2007 have now been developed into feature films for which the Company holds certain distribution rights, it is not clear whether this will generate any revenue for the Company. The Company has operated at a loss to date and in all likelihood will continue to sustain operating expenses in the foreseeable future. There is no assurance that the Company will ever be profitable.

WE MAY CHOOSE INVESTMENT STRATEGIES THAT ARE UNSUCCESSFUL

The controlling shareholder of the Company changed in April 2010. A new Board of Directors was appointed. They will continue to utilize excess cash in our business to pursue additional investment opportunities outside the film industry in order to potentially increase our return to shareholders. The Company is not limited to any particular industry or type of business, and we may choose to stay within the film industry. We have not yet identified or selected any additional specific investment opportunity. Accordingly, there is no current basis for you to evaluate the possible merits or risks of the investment opportunity which we may ultimately decide to pursue.

UNCERTAINTY REGARDING AUDIENCE ACCEPTANCES OF PROGRAMS

The television and motion picture industries have always involved a substantial degree of risk. There can be no assurance of the economic success of any motion picture or television program as revenue derived depends on audience acceptance, which cannot be accurately predicted. Audience acceptance is a factor not only of the response to the television program's or motion picture's artistic components but also to the reviews of critics, promotions, the quality and acceptance of other competing programs released into, or channels existing in, the marketplace at or near the same time, the availability of alternative forms of entertainment and leisure time activities, general economic conditions, public tastes generally and other intangible factors, all of which could change rapidly and many of which are beyond the Company's control. A lack of audience acceptance for any of the films licensed, co-produced or distributed by the Company could have an adverse effect on its businesses, results of operations, prospects and financial condition.

UNAUTHORIZED OR PIRATED USE MAY ADVERSELY AFFECT REVENUE

Technological advances and the conversion of motion pictures into digital formats have made it easier to create, transmit and "share" high quality unauthorized copies of motion pictures in theatrical release, on videotapes and DVDs, from pay-per-view through unauthorized set-top boxes and other devices and through unlicensed broadcasts on free TV. As a result, users may be able to download and distribute unauthorized or "pirated" copies of copyrighted motion pictures over the Internet. As long as pirated content is available to download digitally, some consumers may choose to digitally download pirated motion pictures rather than pay for legitimate motion pictures or to purchase pirated DVD's of motion pictures or of boxed sets of television series from unauthorized vendors.

CHANGES IN REGULATIONS AND INCENTIVES MAY ADVERSELY AFFECT THE BUSINESS OF THE COMPANY

The Company plans to co-produce with or license its scripts and other intellectual properties to other entities which are expected to rely heavily on grants and labor rebates available for Canadian contents under the current regulations of Federal and Provincial governments of Canada.

Any significant changes in these regulations that result in reduced grants and rebates or elimination thereof may significantly affect the Company's ability to produce and or license its scripts and in turn its ability to generate revenue.

THE COMPANY MAY NOT BE ABLE TO ACHIEVE AND MAINTAIN ITS COMPETITIVE POSITION

The entertainment industry is highly capital intensive and is characterized by intense and substantial competition. A number of the Company's competitors are well established, substantially larger and have substantially greater market recognition, greater resources and broader distribution capabilities than the Company. New competitors are continually emerging. Increased competition by existing and future competitors could materially and adversely affect the Company's ability to implement its business plan profitably. The lack of availability of unique quality content could adversely affect its business.

FOREIGN EXCHANGE RISK

The Company has foreign exchange risk because its functional currency is the Canadian dollar and a significant part of its revenue may be generated from overseas countries. An adverse move in foreign exchange rates between the Canadian dollar and the currencies of these countries could have an adverse effect on its operating results. The Company does not hedge against this risk.

THE COMPANY'S COMMON SHARES ARE CONSIDERED TO BE PENNY STOCK, WHICH MAY ADVERSELY AFFECT THE LIQUIDITY OF ITS COMMON SHARES

The common shares of the Company would be classified as "penny stock" as defined in Reg. § 240.3a51-1 promulgated under the Securities Exchange Act of 1934 (the "1934 Act"). In response to perceived abuse in the penny stock market generally, the 1934 Act was amended in 1990 to add new requirements in connection with penny stocks. In connection with effecting any transaction in a penny stock, a broker or dealer must give the customer a written risk disclosure document that (a) describes the nature and level of risk in the market for penny stocks in both public offerings and secondary trading, (b) describes the broker's or dealer's duties to the customer and the rights and remedies available to such customer with respect to violations of such duties, (c) describes the dealer market, including "bid" and "ask" prices for penny stock and the significance of the spread between the bid and ask prices, (d) contains a toll-free telephone number for inquiries on disciplinary histories of brokers and dealers, and (e) define significant terms used in the disclosure document or the conduct of trading in penny stocks. In addition, the broker-dealer must provide to a penny stock customer a written monthly account statement that discloses the identity and number of shares of each penny stock held in the customer's account, and the estimated market value of such shares. The extensive disclosure and other broker-dealer compliance related to penny stocks may result in reducing the level of trading activity in the secondary market for such stocks, thus limiting the ability of the holder to sell such stock.

MARKET PRICE FOR THE COMPANY'S COMMON SHARES HAS BEEN VOLATILE IN THE PAST AND MAY DECLINE IN THE FUTURE

In recent years, the securities markets in Canada and the United States have experienced a high level of price and volume volatility, and the market prices of securities of many companies, particularly small-cap companies like ours, have experienced wide fluctuations which have not necessarily been related to the operating performance, underlying asset values or prospects of such companies. Our shares may continue to experience significant market price and volume fluctuations in the future in response to factors, which are beyond our control.

THE COMPANY MAY NEED TO RAISE ADDITIONAL FINANCING TO MEET FUTURE OPERATING NEEDS AND IMPLEMENT ITS NEW BUSINESS STRATEGY

The Company is in the business of film production, financing and distribution, which requires significantly high level of liquidity.

The Company hopes to earn sufficient revenue from distribution and scripts licensing to meet its operating needs and to raise additional equity funds through private placements of its securities with sophisticated investors.

Subsequent to the fiscal year end, the Company entered into the following loan arrangements:

- (i) on July 21, 2011 the Company entered into unsecured loan agreements with its largest shareholder, Mad Hatter Investments Inc., and another related entity, 1057111 Ontario Limited, in the aggregate principal amount of \$50,001. The loans have a term of approximately 12 months ending July 31, 2012, accrue interest at 10% per annum until maturity, and each are convertible at the option of the holder into common shares of the Company at \$0.10 per share; and
- (ii) on November 23, 2011, the Company entered into a secured loan agreement with Enthrive Inc., a related party by virtue of having certain common controlling shareholders, in the principal amount of \$50,000. The loan has a term of 18 months or upon the sale or change of control of the Company, accrues interest at 10% per annum until maturity, and is convertible at the option of the holder into common shares of the Company at \$0.10 per share. The loan is secured against the assets of the Company.

The Company has significant debts mostly with its largest shareholder. The failure of the Company to pay its debts when due may result in the creditors realizing on the assets of the Company.

If the Company is unable to achieve the expected revenue and or to obtain financing and cannot pay its debts as they become due, it may be forced to solicit a buyer or be forced into bankruptcy by its creditors.

DIVIDENDS

All of the Company's available funds will be invested to finance the growth of the Company's business and therefore investors cannot expect and should not anticipate receiving a dividend on the Company's common shares in the foreseeable future.

DILUTION

The Company may in the future grant to some or all of its own and its subsidiaries' directors, officers, insiders and key consultants options to purchase the Company's Common Shares as non-cash incentives to those people. Such options may be granted at exercise prices equal to market prices at time when the public market is depressed or at exercise prices which may be substantially lower than the market prices. To the extent that significant numbers of such options may be granted and exercised, the interests of the then existing shareholders of the Company may be subject to additional dilution.

The Company is currently without a source of revenue and therefore does not cover our operating costs and will most likely be required to issue additional securities to finance its operation and may also issue substantial additional securities to finance the development of any or all of its projects. These actions will cause further dilution of the interests of the existing shareholders.

SHARES ELIGIBLE FOR FUTURE SALE MAY DEPRESS OUR STOCK PRICE

At June 30, 2011, we had approximately 23,521,744 shares of common stock outstanding of which approximately 18,767,200 are restricted securities under Rule 144 promulgated under the Securities Act.

Sales of shares of common stock pursuant to an effective registration statement or under Rule 144 or another exemption under the US Securities Act could have a material adverse effect on the price of our common stock and could impair our ability to raise additional capital through the sale of equity securities.

YOUR RIGHTS AND RESPONSIBILITIES AS A SHAREHOLDER WILL BE GOVERNED BY CANADIAN LAW AND DIFFER IN SOME RESPECTS FROM THE RIGHTS AND RESPONSIBILITIES UNDER U.S. LAW

We are incorporated under Canadian law. The rights and responsibilities of holders of our shares are governed by our Articles and By-Laws and by Canadian law. These rights and responsibilities may differ in some respects from the rights and responsibilities of shareholders in typical U.S. corporations.

CHANGING REGULATIONS OF CORPORATE GOVERNANCE AND PUBLIC DISCLOSURE CAN CAUSE ADDITIONAL EXPENSES AND FAILURE TO COMPLY MAY ADVERSELY AFFECT OUR REPUTATION AND THE VALUE OF OUR SECURITIES

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, new SEC regulations and new and changing provisions of Canadian securities laws, including Bill 198, are creating uncertainty because of the lack of specificity and varying interpretations of the rules. As a result, the application of the rules may evolve over time as new guidance is provided by regulatory and governing bodies, which could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We are committed to maintaining high standards of corporate governance and public disclosure. As a result, our efforts to comply with evolving laws, regulations and standards have resulted in, and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities. Any failure to comply with applicable laws may materially adversely affect our reputation and the value of our securities.

ITEM 4 - INFORMATION ON THE COMPANY

(A) HISTORY AND DEVELOPMENT OF THE COMPANY

The Company was originally incorporated under the Business Corporation Act (Ontario) on March 18, 1997 as a result of an amalgamation under the name "Biolink Corp." The Company went through several name changes and changes in its business activities. The Company changed its name from Noble House Entertainment Inc. to LiveReel Media Corporation effective October 12, 2006. The Company's wholly-owned subsidiary changed its name from Noble House Film & Television Inc. to LiveReel Productions Corporation ("LRPC") effective August 10, 2006. On October 26, 2006, LiveReel completed its continuance under the jurisdiction of the Business Corporation Act (Canada) from being governed by the Ontario Business Corporation Act (Ontario).

The Company is a "reporting issuer" in the Province of Ontario, Canada which is governed by the Ontario Securities Commission. Its common shares are currently listed and traded on the Over-the-Counter Bulletin Board (OTCBB) of the National Association of Securities Dealers (NASD) under the trading symbol "LVRLF".

The Company's business plan continued to evolve in fiscal 2011. During most of fiscal 2006, management focused on three major activities: development and licensing of film properties, providing production consulting including pre and postproduction and sales exploitation of films. However, following successful completion of two private placements in April 2006 and June 2006, in which the Company raised approximately \$3 million, there was a change in management and composition of the board of directors.

The new management, while maintaining the overall business focus on feature film production and distribution, began adopting a new approach in the final quarter of fiscal 2006 and continued with this strategy through fiscal 2009.

The Company plans to focus on financing feature film productions as a producer or co-producer with others. These feature films will be produced by independent production companies, to be selected by management from time to time. The Company anticipates continuing to utilize consultants with expertise in the industry to assist in selecting content and assisting in production and distribution efforts on projects the Company chooses to be associated with.

During fiscal 2007, the Company began to explore the financing aspect of the entertainment industry more extensively than in the past. The Company entered into a bridging loan agreement which called for advances of up to \$1.8 million to an independent production company involved in the production of a feature film, The Poet. All amounts drawn under the bridging facility plus interest were repaid in the three months ended December 31, 2006. The production company is owned by a former director and officer of the Company and a former officer of its wholly owned subsidiary.

In the three month period ended December 31, 2006, the Company entered into additional financing agreements to provide up to \$625,000 in financing in exchange for financing fees and/or interest payments and the right to share in future net revenues of The Poet. After a series of advances and repayments under this second facility, as at June 30, 2007, the amount advanced was approximately \$226,000 and the Company was obligated for further advances of an additional \$114,000 under the financing agreement. In fiscal 2007, management also received Board of Director approval to utilize excess cash in our business to pursue additional investment opportunities outside the film industry in order to potentially increase our return to shareholders. Management is not limited to any particular industry or type of business with respect to what it considers as investment opportunities.

At the start of the second quarter of fiscal 2008, the Company took write-downs on its investments in film properties and advances to various production companies due to less success than previously anticipated in the largest markets in the world for its film properties. It further wrote down its investments in the fourth quarter based on actual and/or expected collections as of the end of the year.

The Company has had no significant revenue since its incorporation. As a result of the limited success to date in the film financing business, the Company is focused on preserving its cash by minimizing operating expenses, and looking to investment opportunities both within and outside of the film industry.

In April 2010, the controlling shareholder of the business changed and a new Board of Directors and new CEO were appointed. The former chief executive officer resigned and his consulting contracts were cancelled without any penalty or further financial commitments. The new management, while maintaining the overall business focus on feature film production and distribution, has focused its efforts on identifying for purchase other active business interests both inside and outside of the film industry. To date, the Company has not yet identified or selected any additional specific investment opportunity or business.

On July 15, 2010, the Company granted an option to a third party with whom it negotiated at arm's length to purchase either its wholly owned subsidiary, LRPC, or to sell LRPC's assets and assume its liabilities for \$1.00. The third party has the right to exercise the option at any time after July 15, 2011 until July 15, 2012. The Company also has an option in which it can force the third party to buy the subsidiary or its assets and assume its liabilities at any time until July 15, 2012.

Subsequent to the fiscal year end the Company entered into the following loan arrangements:

- (iii) on July 21, 2011 the Company entered into unsecured loan agreements with its largest shareholder, Mad Hatter Investments Inc., and another related entity, 1057111 Ontario Limited, in the aggregate principal amount of \$50,001. The loans have a term of approximately 12 months ending July 31, 2012, accrue interest at 10% per annum until maturity, and each are convertible at the option of the holder into common shares of the Company at \$0.10 per share; and
- (iv) on November 23, 2011, the Company entered into a secured loan agreement with Enthrive Inc., a related party by virtue of having certain common controlling shareholders, in the principal amount of \$50,000. The loan has a term of 18 months or upon the sale or change of control of the Company, accrues interest at 10% per annum until maturity, and is convertible at the option of the holder into common shares of the Company at \$0.10 per share. The loan is secured against the assets of the Company.

The Company's principal business office is located at 2300 Yonge Street, Suite 1710, PO Box 2408, Toronto, Ontario M4P 1E4, Canada and its telephone number is 416-593-6543.

(B) BUSINESS OVERVIEW

The Company's business plan continues to become an integrated entertainment company focused on films and television properties. During most of fiscal 2006, management focused on three major activities: development and licensing of film properties, providing production consulting including pre and postproduction and sales exploitation of films. However, following successful completion of two private placements in April 2006 and June 2006, in which the Company raised approximately \$3 million, there was a change in management and composition of the board of directors.

The new management, while maintaining the overall business focus on feature film production and distribution, began adopting a new approach. The Company focused on financing feature film productions as a producer or co-producer with others.

In fiscal 2007, management also received Board of Director approval to utilize excess cash in our business to pursue additional investment opportunities outside the film industry in order to potentially increase our return to shareholders. The Company experienced considerable losses with exchange traded securities investments in fiscal 2009 and subsequent to the end of 2009, no further investment of short term cash has occurred.

During the last quarter of fiscal 2010, there was a change in the management of the Company. The chief executive officer resigned and his consulting contracts were cancelled without any penalty or further financial commitments. The new management, while maintaining the overall business focus on feature film production and distribution, has focused its efforts on identifying for purchase other active business interests, both within and outside of the film industry. To date, the Company has not yet identified or selected any additional specific investment opportunity or business.

(C) ORGANIZATIONAL STRUCTURE

As at June 30, 2011, the Company had only one wholly-owned subsidiary, LiveReel Productions Corporation, as explained above in (A).

(D) PROPERTY PLANTS AND EQUIPMENT

The Company does not own or lease any real property.

Effective March 31, 2010, the Company moved its registered office to 2300 Yonge Street, Suite 1710, PO Box 2408, Toronto, Ontario M4P 1E4, Canada. It is not charged monthly rent under this arrangement.

ITEM 5 - OPERATING AND FINANCIAL REVIEW AND PROSPECTS

(A) OPERATING RESULTS

The following discussion should be read in conjunction with the Audited Financial Statements of the Company and notes thereto contained elsewhere in this report.

Results of operations

<u>Year ended June 30</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
	<u>in CDN \$</u>	<u>in CDN \$</u>	<u>in CDN \$</u>
Income	-	-	4,901
Expenses	\$ (250,554)	\$ (232,527)	\$ (921,161)
Net loss for year	<u>\$ (250,554)</u>	<u>\$ (232,527)</u>	<u>\$ (916,260)</u>
Deficit at end of year	\$ (8,293,203)	\$ (8,042,649)	\$ (7,810,122)

Overview

The following were the key events in the year ended June 30, 2011 –

1. On July 15, 2010, the Company granted an option to a third party with whom it negotiated at arm's length to purchase either its wholly owned subsidiary, LRPC, or to sell LRPC's assets and assume its liabilities for \$1.00. The third party has the right to exercise the option at any time after July 15, 2011 until July 15, 2012. The Company also has an option in which it can force the third party to buy the subsidiary or its assets and assume its liabilities at any time until July 15, 2012.
2. On October 4, 2010, the Company cancelled 100,000 options previously issued to the Chief Financial Officer.
3. On November 20, 2010, 5,900,000 warrants were exercised at \$0.01 USD per warrant resulting in proceeds of \$60,062 CDN. In addition, 293,600 previously issued warrants expired on November 30, 2010.

Subsequent to the fiscal year end, the Company entered into the following loan arrangements:

- (i) on July 21, 2011 the Company entered into unsecured loan agreements with its largest shareholder, Mad Hatter Investments Inc., and another related entity, 1057111 Ontario Limited, in the aggregate principal amount of \$50,001. The loans have a term of approximately 12 months ending July 31, 2012, accrue interest at 10% per annum until maturity, and each are convertible at the option of the holder into common shares of the Company at \$0.10 per share; and
- (ii) on November 23, 2011, the Company entered into a secured loan agreement with Enthrive Inc., a related party by virtue of having certain common controlling shareholders, in the principal amount of \$50,000. The loan has a term of 18 months or upon the sale or change of control of the Company, accrues interest at 10% per annum until maturity, and is convertible at the option of the holder into common shares of the Company at \$0.10 per share. The loan is secured against the assets of the Company.

The following were the key events in the year ended June 30, 2010 -

1. On March 31, 2010, the former CEO of the business exercised 3,900,000 stock options at a strike price of \$0.01 per share.
2. Subsequent to the end of the quarter ended March 31, 2010, a new majority shareholder took over control of the company. The four former directors resigned effective April 5, 2010 and a new Chief Executive Officer was appointed.

The following were the key events in the year ended June 30, 2009:

1. On July 22, 2008, the board of directors agreed to increase the size of the option pool to 4,000,000 options. In addition, the 900,000 options previously issued to Gregg Goldstein, CEO, were cancelled. Finally, a new grant of 3,900,000 options to Gregg Goldstein, CEO, at a strike price of \$0.01 per option, expiring July 22, 2013, and fully vested was approved. In addition, the conversion price of all previously issued warrants was reduced to US \$0.01 per warrant and the expiry date was extended to November 30, 2010 by the board of directors of the Company.

2. The Company received approximately \$20,000 from the distribution of King of Sorrow.
3. On November 13, 2008, the board of directors of the Company authorized management to be able to invest a portion of its excess cash on hand in exchange traded securities. These investments commenced in the third quarter of fiscal 2009, and resulted in a gain of approximately \$31,000 during that quarter. However, in the fourth quarter the Company lost approximately \$886,000 on such investments. Subsequent to the end of the year, no further investment of short term cash has occurred, and the Company is re-assessing this strategy.
4. The Company showed a profit in the second and third quarters of fiscal 2009 primarily due to the positive foreign exchange impact on its US dollar denominated assets as the Canadian dollar weakened against the US dollar. This trend was reversed in the fourth quarter of the year, but the Company still had a significant foreign exchange gain for the year.

Income

The Company's primary source of income in the year ended June 30, 2010, 2009 and 2008 was from interest earned on excess cash balances.

Expenses

The overall analysis of the expenses is as follows:

	Year Ended June 30, 2011	Year Ended June 30, 2010	Year Ended June 30, 2009
Loss on investments	\$ -	\$ -	\$ 854,858
Consulting expenses	165,000	92,500	60,000
Professional fees	40,410	48,883	59,354
Office and general	15,786	44,547	75,911
Foreign exchange loss (gain)	8,220	33,851	(175,838)
Shareholder information	20,428	11,137	11,610
Bank charges and interest	710	1,609	1,685
Stock based compensation	-	-	33,581
	<u>\$ 250,554</u>	<u>\$ 232,527</u>	<u>\$ 921,161</u>

Loss on Investments

On November 13, 2008, the board of directors of the Company authorized management to be able to invest a portion of its excess cash on hand in exchange traded securities. These investments commenced in the third quarter of fiscal 2009, and resulted in a gain of approximately \$31,000 during that quarter. However, in the fourth quarter the Company lost approximately \$886,000 on such investments. During fiscal 2010 and fiscal 2011, no further investment of short term cash has occurred.

Consulting Expenses

Consulting fees include \$120,000 of fees earned by the largest shareholder (2010 - \$30,000; 2009 – nil) and \$30,000 earned by the new Chief Executive Officer (2010 - \$7,500; 2009 – nil) for various consulting services rendered in the year ended June 30, 2011. \$60,000 of the amount earned by the largest shareholder and \$2,500 of the amount earned by the new Chief Executive Officer in the year ended June 30, 2011 were included in accounts payable at June 30, 2011.

Consulting fees also include \$15,000 paid to the existing Chief Financial Officer for services rendered during the period (2010 - \$ 55,000; 2009 – \$60,000).

Professional Fees

Professional fees in the twelve months ended June 30, 2011 were comprised of legal fees of \$21,910 and audit fees of \$18,500. Legal fees relate primarily to the review of the Company's various public filings and general corporate matters. Professional fees include \$17,594 paid to a law firm affiliated with the Chief Executive Officer for legal services provided in the year ended June 30, 2011. No such fees were paid in the years ended June 30, 2010 and 2009.

Professional fees in the twelve months ended June 30, 2010 were comprised of legal fees of \$33,883 and audit fees of \$15,000. Legal fees relate primarily to the review of the Company's various public filings and general corporate matters.

Professional fees in the twelve months ended June 30, 2009 were comprised of legal fees of \$39,154 and accounting fees of \$20,200. Legal fees relate primarily to the review of the Company's various public filings and general corporate matters. Accounting fees were comprised of audit fees of \$18,000 and the balance of \$2,200 for various tax advice received during the year.

Office and General

These costs include insurance, rent, telephone, travel, and other general and administration costs.

Insurance costs for the twelve months ended June 30, 2011 of \$14,400 (2010 - \$41,400; 2009 - \$47,761) relate to a directors and officers insurance policy.

The Company also reimbursed the former CEO for various general and office expenses totalling in fiscal 2009 of approximately \$26,000 including costs for his rent, communications costs, health benefits and professional fees. No such costs were incurred in fiscal 2010 or fiscal 2011.

Foreign Exchange Loss (Gain)

Exchange loss for the twelve months ended June 30, 2011 and 2010 related entirely to the translation of US dollar balances and transactions into Canadian dollars at the relevant measurement date compared to the prior year's measurement date as the Canadian dollar strengthened against the US dollar.

Exchange gain for the twelve months ended June 30, 2009 of approximately \$176,000 related entirely to the translation of US dollar balances and transactions into Canadian dollars at June 30, 2009.

Stock Based Compensation

Stock based compensation is made up of the Company's common shares and options to acquire the Company's common shares being issued to various consultants and directors of the Company for services provided. The Company used this method of payment mainly to conserve its cash flow for business investments purposes. This method also allows the Company to avail the services of consultants with specialized skills and knowledge in the business activities of the Company without having to deplete its limited cash flow.

During fiscal 2009, on July 22, 2008, the board of directors agreed to increase the size of the option pool to 4,000,000 options. In addition, the 900,000 options previously issued to Gregg Goldstein, CEO, were cancelled. Finally, a new grant of 3,900,000 options to Gregg Goldstein, CEO, at a strike price of \$0.01 per option, expiring July 22, 2013, and fully vested was approved. In addition, the conversion price of all previously issued warrants was reduced to US \$0.01 per warrant and the expiry date was extended to November 30, 2010 by the board of directors of the Company. This resulted in the recording of stock compensation of \$33,581 during fiscal 2010 as stock based compensation expense.

Shareholder Information

Shareholder information costs in the twelve months ended June 30, 2011 comprised annual general meeting costs of \$9,442, transfer agent fees of \$5,070 and regulatory and related filing fees of \$5,916.

Shareholder information costs in the twelve months ended June 30, 2010 comprised transfer agent fees of \$5,546 and regulatory and related filing fees of \$5,591.

Shareholder information costs in the twelve months ended June 30, 2009 comprised transfer agent fees of \$4,787 and regulatory and related filing fees of \$6,823.

Warrants

As at June 30,	2011		2010	
	# of warrants	Fair value	# of warrants	Fair value
Issued and outstanding at end of year	-	\$ -	6,193,600	\$ 1,146,081

On November 20, 2010, 5,900,000 warrants were exercised at US\$0.01 per warrant resulting in proceeds of \$60,062. In addition, 293,600 previously issued warrants expired on November 30, 2010. The fair value of the expired warrants were reclassified to Contributed Surplus and the fair value of the exercised warrants was reclassified to Capital Stock as a result of the November transactions.

The shares issuable upon exercise of the warrants issued are restricted in terms of their saleability in accordance with the regulations of the U.S. Securities and Exchange Commission.

(B) LIQUIDITY AND CAPITAL RESOURCES

Working Capital

As at June 30, 2011, the Company had a negative net working capital position of \$64,844 compared to a positive working capital position of \$125,648 as of June 30, 2010. Cash on hand as at June 30, 2011 was \$8,596 compared to \$144,006 in cash as at June 30, 2010.

The working capital position has declined by approximately \$190,000 on a year over year basis due to the financing of the operating loss of the business in the twelve months ended June 30, 2011.

Subsequent to the fiscal year end, the Company entered into the following loan arrangements:

- (i) on July 21, 2011 the Company entered into unsecured loan agreements with its largest shareholder, Mad Hatter Investments Inc., and another related entity, 1057111 Ontario Limited, in the aggregate principal amount of \$50,001. The loans have a term of approximately 12 months ending July 31, 2012, accrue interest at 10% per annum until maturity, and each are convertible at the option of the holder into common shares of the Company at \$0.10 per share; and
- (ii) on November 23, 2011, the Company entered into a secured loan agreement with Enthrive Inc., a related party by virtue of having certain common controlling shareholders, in the principal amount of \$50,000. The loan has a term of 18 months or upon the sale or change of control of the Company, accrues interest at 10% per annum until maturity, and is convertible at the option of the holder into common shares of the Company at \$0.10 per share. The loan is secured against the assets of the Company.

Operating cash flow

During fiscal 2011, operating activities required a net cash flow of \$250,554 which was spent on corporate operations.

The operating cash requirement was met through cash on hand in the Company and the above-noted loans.

Investment cash flows

The Company had no investment activities during the year.

Financing cash flows

The Company had no financing activities during the year.

(C) RESEARCH AND DEVELOPMENT, PATENTS AND LICENSES

The Company has not spent any funds on research and development during the fiscal years 2011, 2010 and 2009.

(D) TREND INFORMATION

There are no trends, commitments, events or uncertainties presently known to management that are reasonably expected to have a material effect on the Company's business, financial condition or results of operation other than the nature of the business (Refer to the heading entitled "Risk Factors").

(E) OFF-BALANCE SHEET ARRANGEMENTS

At June 30, 2011 and 2010, the Company did not have any off balance sheet arrangements, including any relationships with unconsolidated entities or financial partnerships to enhance perceived liquidity.

LiveReel and its wholly owned subsidiary, LRPC, have made arrangements with various production companies to provide scripts/screenplay, production consulting and distribution services for which it will be compensated by way of a percentage of the net proceeds from the sale/distribution of feature films. Certain of the production companies are owned by persons who were previously director/executives in LiveReel or its subsidiary.

In all such cases, LiveReel does not record any production costs nor will it record any losses that may be sustained by such production companies on the feature films made with the help of LiveReel on the ground that LiveReel has not given any guarantee or is otherwise not responsible for any production costs or any other liabilities of the production companies.

(F) CONTRACTUAL OBLIGATIONS

The Company has no contractual commitments that can not be cancelled with 30 days notice.

Transactions with related parties are incurred in the normal course of business and are measured at the exchange amount. Related party transactions for the years ended June 30, 2011, 2010 and 2009 are discussed in Note 12 of the audited consolidated financial statements.

(G) SAFE HARBOR

Statements in Item 5 of this Annual Report on Form 20-F that are not statements of historical fact, constitute "forward-looking statements." See "Forward-Looking Statements" on page 1 of this Annual Report. The Company is relying on the safe harbor provided in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, in making such forward-looking statements.

ITEM 6 - DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

(A) DIRECTORS AND SENIOR MANAGEMENT

Mr. Jason Meretsky joined the board on March 31, 2010. He also assumed the role of chief executive officer and corporate secretary effective the same date. Mr. Meretsky has served as a corporate and securities attorney with Meretsky Law Firm based in Toronto, Canada since July 2009 as well as participated in various other entrepreneurial pursuits. Prior to that, he served as Executive Vice President, Corporate Development of Avid Life Media Inc., a Canadian based online media company (2008 - 2009) and Vice President and General Counsel of Enghouse Systems Limited (TSX: ESL), a public enterprise technology company (2004 - 2008). Prior thereto, Mr. Meretsky practiced corporate and securities law as a partner with Goodman and Carr LLP, a Toronto based law firm. Mr. Meretsky also serves on the board of directors of CECO Environmental Corp. (since May 2010) (Nasdaq: CECE), an air pollution control technology company, and Biosign Technologies Inc. (TSXV: BIO), a provider of biomedical systems including intelligent systems for non-invasive monitoring of common health risks associated with blood pressure, life style, and medication. Mr. Meretsky also holds positions on several currently inactive private companies, including President, Secretary and Director of Primera Realty Corporation (since 1992) and Chief Executive Officer and Director of Home Staging Corporation and its subsidiaries (since 2009). Mr. Meretsky completed the Joint J.D./M.B.A Program from the Schulich School of Business at York University and from Osgoode Hall Law School, and is a member in good standing of the Law Society of Upper Canada.

Mr. Stephen Wilson became a director and chief financial officer and corporate secretary on September 14, 2006. He resigned in his capacity of corporate secretary and director on March 31, 2010 but retained the chief financial officer role. Mr. Wilson has held various senior financial and operating positions in a number of private and public companies over the last 15 years in both Canada and the United States. He has extensive experience in mergers and acquisitions and raising capital for high growth companies. He is a graduate of the University of Michigan and a chartered accountant.

Ms. Janice Barone joined the board as independent director on March 31, 2010. Ms. Barone has over 20 years of banking and financial service experience. Currently, Ms. Barone is the Executive Finance Assistant of Icarus Investment Corp., a private investment holding company (2009 – present). From 2006 to 2009, Ms. Barone was the Personal Assistant to the Chairman and CEO of Kaboose Inc. (TSX:KAB), a family focused online media company which was previously listed on the Toronto Stock Exchange. Prior thereto, Ms Barone had various roles in personal and corporate banking at HSCB and its predecessors banks (1995 – 2004).

Ms. Diana van Vliet joined the board as an independent director on March 31, 2010. She has been employed in the investment banking business since 1987 and has experienced in retail and institutional account care, back office operations, compliance and syndication. Ms. Van Vliet has worked as Corporate Secretary with LDL Corp., a private investment firm since April 2003.

(B) COMPENSATION

The compensation payable to directors and officers of the Company and its subsidiary is summarized below:

1. General

The Company does not compensate directors for acting solely as directors. Except as described below, the Company does not have any arrangements pursuant to which directors are remunerated by the Company or its subsidiary for their services in their capacity as directors, other than options to purchase shares of the Company which may be granted to the Company's directors from time to time and the reimbursement of direct expenses.

The Company does not have any pension plans.

2. Statement of Executive Compensation

Mr. Jason Meretsky has a consulting contract calling for the payment of monthly fees of \$2,500 and can be terminated with one month's notice. From time to time, Mr. Meretsky provides legal services to the Corporation. For the fiscal year ended June 30, 2011, a law firm affiliated with Mr. Meretsky was paid \$17,594 for legal services (inclusive of disbursements). No such fees were paid in the years ended June 30, 2010 and 2009. Mr. Meretsky has no options.

Mr. Stephen Wilson consulting contract of \$5,000 monthly ceased as of May 31, 2010, and thereafter he is paid on a per work basis. Mr. Wilson has no options.

The following table and accompanying notes set forth all compensation paid by the Company to all persons who served as Company directors and senior management during the fiscal year ended June 30, 2011. The information is provided for the fiscal years ended 2011, 2010 and 2009.

Name and principal position	ANNUAL COMPENSATION				LONG-TERM COMPENSATION			
	Year	Fee	Bonus	Other annual compensation	Awards		Payouts	
					Securities under options/SARs Granted (1)	Shares or units subject to resale restrictions	LTIP (2) payouts	all other compensation
		(\$)	(\$)	(\$)	(#)	(\$)	(\$)	
Jason Meretsky, CEO and Secretary	2011	30,000	-	-	-	-	-	-
	2010	7,500	-	-	-	-	-	-
	2009	-	-	-	-	-	-	-
Stephen Wilson, CFO	2011	15,000	-	-	-	-	-	-
	2010	55,000	-	-	-	-	-	-
	2009	60,000	-	-	-	-	-	-

Notes:

1. "SAR" means stock appreciation rights
2. "LTIP" means long term incentive plan

Long Term Incentive Plan (LTIP) Awards

The Company does not have a LTIP, pursuant to which cash or non-cash compensation intended to serve as an incentive for performance (whereby performance is measured by reference to financial performance or the price of the Company's securities) was paid or distributed to the Named Executive Officers during the most recently completed fiscal year.

Defined Benefit or Actuarial Plan Disclosure

There is no pension plan or retirement benefit plan that has been instituted by the Company and none are proposed at this time.

(C) BOARD PRACTICES

Directors may be appointed at any time in accordance with the by-laws of the Company and then re-elected annually by the shareholders of the Company. Directors receive no compensation for serving as such, other than the reimbursement of direct expenses and the grant of stock options, at the discretion of the board of directors. None of the existing directors have been granted any stock options. Officers are elected annually by the Board of Directors of the Company and serve at the discretion of the Board of Directors.

The Company has not set aside or accrued any amount for retirement or similar benefits to the directors.

Mandate of the Board

The Board has adopted a mandate, in which it has explicitly assumed responsibility for the stewardship of LiveReel. In carrying out its mandate the Board holds at least four meetings annually. The frequency of meetings, as well as the nature of the matters dealt with, will vary from year to year depending on the state of our business and the opportunities or risks, which we face from time to time. The Board held a total of 4 meetings during our fiscal year ended June 30, 2011. To assist in the discharge of its responsibilities, the Board has designated two standing committee: a Corporate governance Committee and an Audit Committee, as more particularly discussed below.

Corporate Governance Committee

The Company does not currently have a Corporate Governance Committee. The directors determined that, in light of the Company's size and resources, setting up such a committee would not be practical for the Company at this time. The Company has, however, set up an Independent Review Committee of the Board to review and approve all non-arms' length contracts. This Committee has the same composition as the Audit Committee, and is currently comprised of the two independent directors - Ms. Janice Barone and Ms. Diana van Vliet.

Audit Committee

The members of the Audit Committee consist of Ms. Janice Barone and Ms. Diana van Vliet, both independent directors and Jason Meretsky, who is not independent. While Mr. Meretsky would not be considered an independent director under an objective test in that he serves as a consultant in the capacity of the Company's chief executive officer since March 31, 2010; however, the board of directors has made a subjective determination that no relationships exist which would interfere with the exercise of independent judgment in Mr. Meretsky carrying out the responsibilities of a director.

The audit committee is charged with overseeing the Company's accounting and financial reporting policies, practices and internal controls. The committee reviews significant financial and accounting issues and the services performed by and the reports of our independent auditors and makes recommendations to our Board of Directors with respect to these and related matters.

The Company's Audit Committee's charter was detailed in the annual report for fiscal 2005 and became effective on August 2, 2005.

The Audit Committee assists the Board in fulfilling its responsibilities for our accounting and financial reporting practices by:

- reviewing the quarterly and annual consolidated financial statements and management discussion and analyses;
- meeting at least annually with our external auditor;
- reviewing the adequacy of the system of internal controls in consultation with the chief executive and financial officer;
- reviewing any relevant accounting and financial matters including reviewing our public disclosure of information extracted or derived from our financial statements;
- establishing procedures for the receipt, retention and treatment of complaints received by us regarding accounting, internal controls or auditing matters and the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters;
- pre-approving all non-audit services and recommending the appointment of external auditors; and
- reviewing and approving our hiring policies regarding personnel of our present and former external auditor

Compensation Committee

The Company does not currently have a Compensation Committee. The directors determined that, in light of the Company's size and resources, setting up such a committee would be too expensive for the Company at this time. The Company has, however, set up an Independent Review Committee of the Board to review and approve all non-arms' length contracts. This Committee has the same composition as the Audit Committee, and is currently comprised of the two independent directors - Ms. Janice Barone and Ms. Diana van Vliet.

(D) EMPLOYEES

The Company presently has no permanent employees. It uses the services of consultants from time to time.

(E) SHARE OWNERSHIP

The Corporation had the following plans as at June 30, 2011:

1. 2006 Stock Option Plan covering three million options.
2. 2006 Consultant Stock Compensation Plan covering one million shares.

1,000,000 options were granted under the 2006 Stock Option Plan on February 9, 2007 at a strike price of \$0.15 per share. On the same date, the board of directors increased the number of options available to be granted under the plan to 3,000,000. On July 22, 2008, the board of directors agreed to increase the size of the option pool under the 2006 Stock Option Plan to 4,000,000 options.

The objective of these Plans is to provide for and encourage ownership of common shares of the Company by its directors, officers, consultants and employees and those of any subsidiary companies so that such persons may increase their stake in the Company and benefit from increases in the value of the common shares. The Plans are designed to be competitive with the benefit programs of other companies in the industry. It is the view of management that the Plans are a significant incentive for the directors, officers, consultants and employees to continue and to increase their efforts in promoting the Company's operations to the mutual benefit of both the Company and such individuals and also allow the Company to avail of the services of experienced persons with minimum cash outlay.

The following table sets forth the share ownership of those persons listed in subsection 6.B above and includes details of all warrants held by such persons at October 31, 2011:

Name	# of Common shares held	# of Warrants	Exercise price - in		# of options held at	
	at October 31, 2011		US\$	Expiry date(s)	October 31, 2011	Expiry date
Jason Meretsky	Nil	Nil	N/A	N/A	N/A	N/A
J. Stephen Wilson	Nil	Nil	N/A	N/A	N/A	N/A

As of June 30, 2011, the Company had 23,521,744 shares of common stock outstanding. There are no outstanding options or warrants to purchase common stock.

ITEM 7 - MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

(A) MAJOR SHAREHOLDERS

The Company's securities are recorded on the books of its transfer agent in registered form. The majority of such shares are, however, registered in the name of intermediaries such as brokerage houses and clearing-houses on behalf of their respective clients. The Company does not have knowledge of the beneficial owners thereof.

As at October 31, 2011, Intermediaries like CDS & Co, of Toronto, Canada and Cede & Co of New York, USA held approximately 7.6% of the issued and outstanding common shares of the Company on behalf of several beneficial shareholders whose individual holdings details were not available.

The following table shows the record and, where known to us, the beneficial ownership of our shares by each shareholder holding at least 5% of our common shares as of October 31, 2011. As used herein, the term beneficial ownership with respect to a security is defined by Rule 13d-3 under the Securities Exchange Act of 1934.

Name of shareholder	No. of shares held	% of issued shares
Mad Hatter Investments Inc. (1)	13,692,588	58.2%
Snapper Inc.	795,000	5.8%

(1) Does not include LDL Corp., LEO Capital Inc. and 1530403 Ontario Inc., each which is related to Mad Hatter Investments Inc., own 549,385 (or 2.3%), 950,000 (or 4.0%) and 475,000 (or 2.0%) of the issued and outstanding Common Shares, respectively.

All of the Company's shareholders have the same voting rights.

At October 31, 2011, the Company had 23,521,744 shares of common stock outstanding, which, as per the details provided by the Transfer Agents, were held by 358 record holders (excluding the beneficial shareholders held through the intermediaries), 8 of which (including the beneficial shareholders held through the intermediaries), holding an aggregate of 508,998 shares or 2.9% of common stock, were in the United States.

The Registrant is a publicly owned Canadian corporation, the shares of which are owned by Canadian residents, US residents, and residents of other countries. The Registrant is not owned or controlled directly or indirectly by another corporation (other than an indicated in the chart above) or any foreign government. There are no arrangements, known to the Company, the operation of which may at a subsequent date result in a change of control of the Company.

(B) RELATED PARTY TRANSACTIONS

Transactions with related parties are incurred in the normal course of business and are measured at the exchange amount. Related party transactions during the year ended June 30, 2011 are as follows:

1. Consulting fees include \$30,000 paid to the new Chief Executive Officer for services rendered during the period July 1, 2011 to June 30, 2011 (2010 – \$7,500; 2009 – Nil) of which \$2,500 earned in the year ended June 30, 2011 were included in accounts payable at June 30, 2011. A law firm related to the Chief Executive Officer was paid for legal services of \$17,594 (inclusive of disbursements) in the year ended June 30, 2011 (2010 – Nil; 2009 – Nil).
2. Consulting fees include \$15,000 paid to the existing Chief Financial Officer for services rendered during the period (2010 - \$55,000; 2009 – \$60,000).

3. Consulting fees include \$120,000 paid to its controlling shareholder for services rendered (2010 - \$30,000; 2009 – nil) of which \$60,000 earned in the year ended June 30, 2011 were included in accounts payable at June 30, 2011.

Subsequent to the fiscal year end the Company entered into the following loan arrangements:

1. On July 21, 2011 the Company entered into unsecured loan agreements with its largest shareholder, Mad Hatter Investments Inc., and another related entity, 1057111 Ontario Limited, in the aggregate principal amount of \$50,001. The loans have a term of approximately 12 months ending July 31, 2012, accrue interest at 10% per annum until maturity, and each are convertible at the option of the holder into common shares of the Company at \$0.10 per share.
2. On November 23, 2011, the Company entered into a secured loan agreement with Enthrive Inc., a related party by virtue of having certain common controlling shareholders, in the principal amount of \$50,000. The loan has a term of 18 months or upon the sale or change of control of the Company, accrues interest at 10% per annum until maturity, and is convertible at the option of the holder into common shares of the Company at \$0.10 per share. The loan is secured against the assets of the Company.

Indebtedness to Company of Directors, Executive Officers and Senior Officers

None of the directors, consultants, executive officers and senior officers of the Company or any of its subsidiaries, proposed nominees for election or associates of such persons is or has been indebted to the Company at any time for any reason whatsoever, including the purchase of securities of the Company or any of its subsidiaries.

(C) INTERESTS OF EXPERTS AND COUNSEL

Not applicable

ITEM 8 - FINANCIAL INFORMATION

(A) CONSOLIDATED STATEMENTS AND OTHER FINANCIAL INFORMATION

Information regarding our financial statements is contained under the caption "Item 17. Financial Statements" below.

Legal Proceedings

The Company is not currently involved in any litigation nor is it aware of any litigation pending or threatened.

Dividend Policy

Since its incorporation, the Company has not declared or paid, and has no present intention to declare or to pay in the foreseeable future, any cash dividends with respect to its Common Shares. Earnings will be retained to finance further growth and development of the business of the Company. However, if the Board of Directors declares dividends, all Common Shares will participate equally in the dividends, and, in the event of liquidation, in the net assets, of the Company.

(B) SIGNIFICANT CHANGES

On July 15, 2010, the Company granted an option to a third party with whom it negotiated at arm's length to purchase either its wholly owned subsidiary, LRPC, or to sell LRPC's assets and assume its liabilities for \$1.00. The third party has the right to exercise the option at any time after July 15, 2011 until July 15, 2012. The Company also has an option in which it can force the third party to buy the subsidiary or its assets and assume its liabilities at any time until July 15, 2012.

Subsequent to the fiscal year end the Company entered into the following loan arrangements:

1. On July 21, 2011 the Company entered into unsecured loan agreements with its largest shareholder, Mad Hatter Investments Inc., and another related entity, 1057111 Ontario Limited, in the aggregate principal amount of \$50,001. The loans have a term of approximately 12 months ending July 31, 2012, accrue interest at 10% per annum until maturity, and each are convertible at the option of the holder into common shares of the Company at \$0.10 per share.
2. On November 23, 2011, the Company entered into a secured loan agreement with Enthrive Inc., a related party by virtue of having certain common controlling shareholders, in the principal amount of \$50,000. The loan has a term of 18 months or upon the sale or change of control of the Company, accrues interest at 10% per annum until maturity, and is convertible at the option of the holder into common shares of the Company at \$0.10 per share. The loan is secured against the assets of the Company.

ITEM 9 - THE OFFER AND LISTING

(A) OFFER AND LISTING DETAILS

The Company's common shares began trading on OTCBB on April 27 2005. Prior to that date, the Company's shares were traded "Over-the Counter" on the Canadian Unlisted Board ("CUB") for a brief while in 2000. No real-time quotes or trades were available to the public. There is no record of quotations under the CUB.

The following tables set forth the reported high and low sale prices for the common shares of the Company as quoted on OTCBB.

The following table outlines the annual high and low market prices for each of the fiscal years since the trading date of April 27, 2005:

Fiscal year ended June 30	High in US \$	Low in US\$
2011	0.02	0.01
2010	0.02	0.01
2009	0.08	0.01
2008	0.06	0.02
2007	1.70	0.06
2006	2.15	0.61
2005 (April 28, 2005 to June 30, 2005)	0.65	0.54

The following table outlines the high and low market prices for each fiscal financial quarter for each of the quarters since April 27, 2005 and any subsequent period:

Fiscal Quarter ended	High in US \$	Low in US\$
September 30, 2011	0.02	0.02
June 30, 2011	0.01	0.01
March 31, 2011	0.01	0.01
December 31, 2010	0.01	0.01
September 30, 2010	0.0275	0.01
June 30, 2010	0.006	0.006
March 31, 2010	0.015	0.006
December 31, 2009	0.08	0.08
September 30, 2009	0.01	0.01
June 30, 2009	.015	0.015
March 31, 2009	0.08	0.012
December 31, 2008	0.08	0.012
September 30, 2008	0.02	0.01
June 30, 2008	0.03	0.02
March 31, 2008	0.04	0.03
December 31, 2007	0.06	0.04
September 30, 2007	0.06	0.06
June 30, 2007	0.11	0.10
March 31, 2007	0.15	0.10
December 31, 2006	0.50	0.12
September 30, 2006	1.70	0.30
June 30, 2006	0.85	2.15
March 31, 2006	1.20	0.20
December 31, 2005	0.65	0.35
September 30, 2005	0.61	0.56

The following table outlines the high and low market prices for each of the most recent six months:

Month	High in US \$	Low in US \$
October 2011	\$ 0.02	\$ 0.02
September 2011	\$ 0.02	\$ 0.02
August 2011	\$ 0.02	\$ 0.02
July 2011	\$ 0.01	\$ 0.01
June 2011	\$ 0.01	\$ 0.01
May 2011	\$ 0.01	\$ 0.01

(B) PLAN OF DISTRIBUTION

Not applicable

(C) MARKETS

The company's common shares were traded briefly during the fiscal 2000 "over-the-counter" on the Canadian Unlisted Board ("CUB") with the trading symbol "FEPR" and CUSIP #32008X 10 2. The CUB system was implemented in November 2000 but has currently been discontinued. It was only available to traders and brokers for reporting trades that they had arranged in unlisted and unquoted equity securities in Ontario. No real-time quotes or trades were available to the public. There is no record of quotations under the CUB.

Since April 27, 2005, the Company's common shares began trading on OTCBB of the NASD under a trading symbol "NHSEF".

The Company received a new CUSIP number and changed its trading and listing symbol to "LVRLF" effective December 1, 2006.

(D) SELLING SHAREHOLDERS

Not applicable.

(E) DILUTION

Not applicable

(F) EXPENSES OF THE ISSUE

Not applicable

ITEM 10 - ADDITIONAL INFORMATION

(A) SHARE CAPITAL

This Form 20F is being filed as an Annual Report under the Exchange Act and, as such, there is no requirement to provide any information under this section.

(B) MEMORANDUM AND ARTICLES OF ASSOCIATION

Following approval by the shareholders in a special meeting held on October 4, 2006 as explained in item 8(B) above, the Company applied for authorization to continue from being governed by the Business Corporations Act (Ontario) and was granted approval on October 26, 2006 to continue under the jurisdiction of the Canada Business Corporation Act. An application for authorization to continue is included in Exhibits 1.1 and 1.2 hereof, which exhibits have been incorporated by reference into this report.

New by-laws were adopted in the special meeting of shareholders on October 4, 2006 in compliance with the requirements of the Canada Business Corporation Act. The new by-laws were included in Exhibit 1.3 thereof, which exhibit has been incorporated by reference into this report.

(C) MATERIAL CONTRACTS

All material contracts entered into in last two fiscal years were in the ordinary course of its business.

(D) EXCHANGE CONTROLS

Limitations on the ability to acquire and hold shares of the Company may be imposed by the Competition Act (Canada) (the "Competition Act"). This legislation permits the Commissioner of Competition to review any acquisition of a significant interest in us. This legislation grants the Commissioner jurisdiction, for up to three years, to challenge this type of acquisition before the Competition Tribunal if the Commissioner believes that it would, or would be likely to, result in a substantial lessening or prevention of competition in any market in Canada.

The Competition Act requires that any person proposing to acquire any of the assets in Canada of an operating business file a notification with the Competition Bureau where (a) "size of the parties" threshold - the parties to the transaction, together with their respective affiliates, have (i) assets in Canada the value of which exceeds \$400 million in the aggregate, or (ii) annual gross revenues from sales in, from or into Canada that exceed \$400 million in the aggregate; and (b) "size of the transaction" threshold - the aggregate value of those assets, or the gross revenues from sales in or from Canada generated from those assets, would exceed an annually established threshold (generally, \$50-million - 70-million, based on the book value of the subject assets or Company in Canada, or gross revenues from sales in or from Canada generated from those assets or by the Company). For the purposes of the Competition Act, asset values and gross revenues are to be determined as of the last day of the period covered by the most recent audited financial statements in which the assets or gross revenues are accounted for.

In the case of share acquisitions, an additional "shareholding threshold" must be exceeded. This legislation requires any person who intends to acquire shares to file a notification with the Competition Bureau if certain financial thresholds are exceeded, and that person would hold more than 20% of our voting shares as a result of the acquisition. If a person already owns 20% or more of our voting shares, a notification must be filed when the acquisition would bring that person's holdings over 50%. Where a notification is required, the legislation prohibits completion of the acquisition until the expiration of a statutory waiting period, unless the Commissioner provides written notice that he does not intend to challenge the acquisition.

There are no governmental laws, decrees or regulations in Canada that restrict the export or import of capital or that affect the remittance of dividends, interest or other payments to non-resident holders of our securities. However, any such remittance to a resident of the United States may be subject to a withholding tax pursuant to the Income Tax Act (Canada). For further information concerning such withholding tax, see "Taxation" below.

Except as may be provided under the Investment Canada Act (the "ICA"), there are no specific limitations under the laws of Canada or in the Articles of the Company with respect to the rights of non-residents of Canada to hold and/or vote securities of the Company.

The ICA requires each individual, government or agency thereof, corporation, partnership, trust or joint venture that is not a "Canadian" as defined in the ICA (a "non-Canadian") making an investment to acquire control of a Canadian business, the gross assets of which exceed certain defined threshold levels, to file an application for review with the Investment Review Division of Industry Canada. The threshold level for non-Canadians who are World Trade Organization investors (as defined in the ICA) is in excess of \$250 million, subject to an annual adjustment on the basis of a prescribed formula in the ICA to reflect inflation and real growth within Canada.

In the context of the Company, in essence, three methods of acquiring control of a Canadian business are regulated by the ICA: (i) the acquisition of all or substantially all of the assets used in carrying on business in Canada; (ii) the acquisition, directly or indirectly, of voting shares of a Canadian corporation carrying on business in Canada; (iii) the acquisition of voting shares of an entity which controls, directly or indirectly, another entity carrying on business in Canada. An acquisition of a majority of the voting interests of an entity, including a corporation, is deemed to be an acquisition of control under the ICA. However, under the ICA, there is a rebuttable presumption that control is acquired if one-third of the voting shares of a Canadian corporation or an equivalent undivided interest in the voting shares of such corporation are held by a non-Canadian person or entity. An acquisition of less than one-third of the voting shares of a Canadian corporation is deemed not to be an acquisition of control. An acquisition of less than a majority, but one-third or more, of the voting shares of a Canadian corporation is presumed to be an acquisition of control unless it can be established that on the acquisition the Canadian corporation is not, in fact, controlled by the acquirer through the ownership of voting shares. Certain transactions relating to the acquisition of common shares would be exempt from review from the ICA, including:

- (a) acquisition of common shares by a person in the ordinary course of a person's business as a trader or dealer in securities;
- (b) acquisition of control of a Canadian corporation in connection with the realization of security granted for a loan or other financial assistance and not for any purpose related to the provisions of the ICA; and
- (c) acquisition of control of a Canadian corporation by reason of an amalgamation, merger, consolidation or corporate reorganization following which the ultimate direct or indirect control in fact of the corporation, through the ownership of voting interests, remains unchanged.

In addition, if less than a majority of voting interests of a Canadian corporation are owned by Canadians, the acquisition of control of any other Canadian corporation by such corporation may be subject to review unless it can be established that the corporation is not in fact controlled through the ownership of voting interests and that two-thirds of the members of the board of directors of the corporation are Canadians.

Where an investment is reviewable under the ICA, it may not be implemented unless it is likely to be of net benefit to Canada. If an applicant is unable to satisfy the Minister responsible for Industry Canada that the investment is likely to be of net benefit to Canada, the applicant may not proceed with the investment. Alternatively, an acquiror may be required to divest control of the Canadian business that is the subject of the investment.

In addition to the foregoing, the ICA requires formal notification to the Canadian government of all other acquisitions of control of Canadian businesses by non-Canadians. These provisions require a foreign investor to give notice in the required form, which notices are for information, as opposed to review purposes.

(E) TAXATION

Canadian Federal Income Tax Consequences

We consider that the following general summary fairly describes the principal Canadian federal income tax considerations applicable to holders of our common shares who, for purposes of the Income Tax Act (Canada) (the "ITA"), deal at arm's length with the Company, hold such shares as capital property, do not carry on business in Canada, have not been at any time residents of Canada for purposes of the ITA and are residents of the United States ("US Residents") under the Canada-United States Income Tax Convention (1980) (the "Convention").

This summary is based upon the current provisions of the ITA, the Income Tax Regulations (the "Regulations"), the current publicly announced administrative and assessing policies of the Canada Revenue Agency (formerly Canada Customs and Revenue Agency), and all specific proposals (the "Tax Proposals") to amend the ITA and Regulations publicly announced prior to the date hereof by the Minister of Finance (Canada). This description is not exhaustive of all possible Canadian federal income tax consequences and, except for the Tax Proposals, does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account provincial or foreign tax considerations which may differ significantly from those discussed herein.

The following discussion is for general information only and it is not intended to be, nor should it be construed to be, legal or tax advice to any holder or prospective holder of our common shares and no opinion or representation with respect to any Canadian federal, provincial or foreign tax consequences to any such holder or prospective holder is made. Accordingly, holders and prospective holders of our common shares should consult with their own tax advisors about the Canadian federal, provincial and foreign tax consequences of purchasing, owning and disposing of our common shares.

Dividends

Dividends, including stock dividends, paid or credited or deemed to be paid or credited on our common shares to a US Resident will be subject to withholding tax at a rate of 25%. The Convention provides that the normal 25% withholding tax rate will generally be reduced to 15% on dividends paid on shares of a corporation resident in Canada for federal income tax purposes (such as the Company) to US Residents, and also provides for a further reduction of this rate to 5% where the beneficial owner of the dividends is a corporation which is a resident of the United States and owns at least 10% of the voting shares of the corporation paying the dividend. These Convention reductions are not available to beneficial owners who are a US LLC corporation.

Capital Gains

The Convention provides that a US Resident will not be subject to tax under the ITA in respect of any capital gain on the disposition of our common shares unless such shares constitute taxable Canadian property of the US Resident and the US Resident is not entitled to the benefits of the Convention with regards to capital gains. Our common shares will constitute taxable Canadian property if at any time during the five year period immediately preceding the disposition of our common shares, the US Resident, or persons with whom the US Resident did not deal at arm's length, or the US Resident together with persons with whom the US resident did not deal at arm's length owned 25% or more of the issued shares of any class of our capital stock.

Where a US resident realizes a capital gain on a disposition of shares that constitute "taxable Canadian property", the Convention relieves the US resident from liability for Canadian tax on such capital gains unless:

- (a) the value of the shares is derived principally from "real property" in Canada, including the right to explore for or exploit natural resources and rights to amounts computed by reference to production,
- (b) the shareholder was resident in Canada for 120 months during any period of 20 consecutive years preceding the disposition, was resident in Canada at any time during the 10 years immediately preceding the disposition and the shares were owned by him when he ceased to be resident in Canada, or
- (c) the shares formed part of the business property of a "permanent establishment" or pertained to a fixed base used for the purpose of performing independent personal services that the shareholder has or had in Canada within the 12 months preceding the disposition.

These Convention benefits are generally not available to beneficial owners who are a US LLC corporation.

U.S. Federal Income Tax Consequences

The following is a summary of the anticipated material U.S. federal income tax consequences to a U.S. Holder (as defined below) arising from and relating to the acquisition, ownership, and disposition of our common shares ("Common Shares").

This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax consequences that may apply to a U.S. Holder as a result of the acquisition, ownership, and disposition of Common Shares. In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Common Shares. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder. Each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the U.S. federal, U.S. state and local, and foreign tax consequences of the acquisition, ownership, and disposition of Common Shares.

Scope of this Disclosure

Authorities

This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations (whether final, temporary, or proposed), published rulings of the Internal Revenue Service ("IRS"), published administrative positions of the IRS, the Convention Between Canada and the United States of America with Respect to Taxes on Income and on Capital, signed September 26, 1980, as amended (the "Canada-U.S. Tax Convention"), and U.S. court decisions that are applicable and, in each case, as in effect and available, as of the date of this Annual Report. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive basis. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive basis.

U.S. Holders

For purposes of this summary, a "U.S. Holder" is a beneficial owner of Common Shares that, for U.S. federal income tax purposes, is (a) an individual who is a citizen or resident of the U.S., (b) a corporation, or any other entity classified as a corporation for U.S. federal income tax purposes, that is created or organized in or under the laws of the U.S. or any state in the U.S., including the District of Columbia, (c) an estate if the income of such estate is subject to U.S. federal income tax regardless of the source of such income, or (d) a trust if (i) such trust has validly elected to be treated as a U.S. person for U.S. federal income tax purposes or (ii) a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust.

Non-U.S. Holders

For purposes of this summary, a “non-U.S. Holder” is a beneficial owner of Common Shares other than a U.S. Holder. This summary does not address the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Common Shares to non-U.S. Holders. Accordingly, a non-U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the U.S. federal, U.S. state and local, and foreign tax consequences (including the potential application of and operation of any tax treaties) of the acquisition, ownership, and disposition of Common Shares.

U.S. Holders Subject to Special U.S. Federal Income Tax Rules Not Addressed

This summary does not address the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Common Shares to U.S. Holders that are subject to special provisions under the Code, including the following U.S. Holders: (a) U.S. Holders that are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts; (b) U.S. Holders that are financial institutions, insurance companies, real estate investment trusts, or regulated investment companies; (c) U.S. Holders that are dealers in securities or currencies or U.S. Holders that are traders in securities that elect to apply a mark-to-market accounting method; (d) U.S. Holders that have a “functional currency” other than the U.S. dollar; (e) U.S. Holders that are liable for the alternative minimum tax under the Code; (f) U.S. Holders that own Common Shares as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position; (g) U.S. Holders that acquired Common Shares in connection with the exercise of employee stock options or otherwise as compensation for services; (h) U.S. Holders that hold Common Shares other than as a capital asset within the meaning of Section 1221 of the Code; or (i) U.S. Holders that own, directly or indirectly, 10% or more, by voting power or value, of our outstanding shares. U.S. Holders that are subject to special provisions under the Code, including U.S. Holders described immediately above, should consult their own financial advisor, legal counsel or accountant regarding the U.S. federal, U.S. state and local, and foreign tax consequences of the acquisition, ownership, and disposition of Common Shares.

If an entity that is classified as partnership (or “pass-through” entity) for U.S. federal income tax purposes holds Common Shares, the U.S. federal income tax consequences to such partnership (or “pass-through” entity) and the partners of such partnership (or owners of such “pass-through” entity) generally will depend on the activities of the partnership (or “pass-through” entity) and the status of such partners (or owners). Partners of entities that are classified as partnerships (or owners of “pass-through” entities) for U.S. federal income tax purposes should consult their own financial advisor, legal counsel or accountant regarding the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Common Shares.

Tax Consequences Other than U.S. Federal Income Tax Consequences Not Addressed

This summary does not address the U.S. state and local, U.S. federal estate and gift, or foreign tax consequences to U.S. Holders of the acquisition, ownership, and disposition of Common Shares. Each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the U.S. state and local, U.S. federal estate and gift, and foreign tax consequences of the acquisition, ownership, and disposition of Common Shares. (See “Taxation—Canadian Federal Income Tax Consequences” above).

U.S. Federal Income Tax Consequences of the Acquisition, Ownership, and Disposition of Common Shares

Distributions on Common Shares

General Taxation of Distributions

A U.S. Holder that receives a distribution, including a constructive distribution, with respect to the Common Shares will be required to include the amount of such distribution in gross income as a dividend (without reduction for any Canadian income tax withheld from such distribution) to the extent of our current or accumulated "earnings and profits". To the extent that a distribution exceeds our current and accumulated "earnings and profits", such distribution will be treated (a) first, as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the Common Shares and, (b) thereafter, as gain from the sale or exchange of such Common Shares. (See more detailed discussion at "Disposition of Common Shares" below).

Reduced Tax Rates for Certain Dividends

For taxable years beginning after December 31, 2002 and before January 1, 2011, a dividend paid by us generally will be taxed at the preferential tax rates applicable to long-term capital gains if (a) we are a "qualified foreign corporation" (as defined below), (b) the U.S. Holder receiving such dividend is an individual, estate, or trust, and (c) such dividend is paid on Common Shares that have been held by such U.S. Holder for at least 61 days during the 121-day period beginning 60 days before the "ex-dividend date" (i.e., the first date that a purchaser of such Common Shares will not be entitled to receive such dividend).

We generally will be a "qualified foreign corporation" under Section 1(h)(11) of the Code (a "QFC") if (a) we are incorporated in a possession of the U.S., (b) we are eligible for the benefits of the Canada-U.S. Tax Convention, or (c) the Common Shares are readily tradable on an established securities market in the U.S. However, even if we satisfy one or more of such requirements, we will not be treated as a QFC if we are a "passive foreign investment company" (as defined below) for the taxable year during which we pay a dividend or for the preceding taxable year. In 2003, the U.S. Department of the Treasury (the "Treasury") and the IRS announced that they intended to issue Treasury Regulations providing procedures for a foreign corporation to certify that it is a QFC. Although these Treasury Regulations were not issued in 2004, the Treasury and the IRS have confirmed their intention to issue these Treasury Regulations. It is expected that these Treasury Regulations will obligate persons required to file information returns to report a distribution with respect to a foreign security issued by a foreign corporation as a dividend from a QFC if the foreign corporation has, among other things, certified under penalties of perjury that the foreign corporation was not a "passive foreign investment company" for the taxable year during which the foreign corporation paid the dividend or for the preceding taxable year.

We do not believe that we were a "passive foreign investment company" for the taxable year ended June 30, 2008. (See more detailed discussion at "Additional Rules that May Apply to U.S. Holders" below). There can be no assurance that the IRS will not challenge the determination made by us concerning our "passive foreign investment company" status or that we will not be a "passive foreign investment company" for the current or any future taxable year.

Accordingly, there can be no assurances that we will be a QFC for the current or any future taxable year, or that we will be able to certify that it is a QFC in accordance with the certification procedures issued by the Treasury and the IRS.

If we are not a QFC, a dividend paid by us to a U.S. Holder, including a U.S. Holder that is an individual, estate, or trust, generally will be taxed at ordinary income tax rates (and not at the preferential tax rates applicable to long-term capital gains). The dividend rules are complex, and each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the dividend rules.

Distributions Paid in Foreign Currency

The amount of a distribution paid to a U.S. Holder in foreign currency generally will be equal to the U.S. dollar value of such distribution based on the exchange rate applicable on the date of receipt. A U.S. Holder that does not convert foreign currency received as a distribution into U.S. dollars on the date of receipt generally will have a tax basis in such foreign currency equal to the U.S. dollar value of such foreign currency on the date of receipt. Such a U.S. Holder generally will recognize ordinary income or loss on the subsequent sale or other taxable disposition of such foreign currency (including an exchange for U.S. dollars).

Dividends Received Deduction

Dividends paid on the Common Shares generally will not be eligible for the "dividends received deduction." The availability of the dividends received deduction is subject to complex limitations that are beyond the scope of this discussion, and a U.S. Holder that is a corporation should consult its own financial advisor, legal counsel, or accountant regarding the dividends received deduction.

Disposition of Common Shares

A U.S. Holder will recognize gain or loss on the sale or other taxable disposition of Common Shares in an amount equal to the difference, if any, between (a) the amount of cash plus the fair market value of any property received and (b) such U.S. Holder's tax basis in the Common Shares sold or otherwise disposed of. Any such gain or loss generally will be capital gain or loss, which will be long-term capital gain or loss if the Common Shares are held for more than one year. Gain or loss recognized by a U.S. Holder on the sale or other taxable disposition of Common Shares generally will be treated as "U.S. source" for purposes of applying the U.S. foreign tax credit rules. (See more detailed discussion at "Foreign Tax Credit" below).

Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses and net capital losses are subject to complex limitations. For a U.S. Holder that is an individual, estate, or trust, capital losses may be used to offset capital gains and up to US\$3,000 of ordinary income. An unused capital loss of a U.S. Holder that is an individual, estate, or trust generally may be carried forward to subsequent taxable years, until such net capital loss is exhausted. For a U.S. Holder that is a corporation, capital losses may be used to offset capital gains, and an unused capital loss generally may be carried back three years and carried forward five years from the year in which such net capital loss is recognized.

Foreign Tax Credit

A U.S. Holder who pays (whether directly or through withholding) Canadian income tax with respect to dividends paid on the Common Shares generally will be entitled, at the election of such U.S. Holder, to receive either a deduction or a credit for such Canadian income tax paid. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a year.

Complex limitations apply to the foreign tax credit, including the general limitation that the credit cannot exceed the proportionate share of a U.S. Holder's U.S. federal income tax liability that such U.S. Holder's "foreign source" taxable income bears to such U.S. Holder's worldwide taxable income. In applying this limitation, a U.S. Holder's various items of income and deduction must be classified, under complex rules, as either "foreign source" or "U.S. source." In addition, this limitation is calculated separately with respect to specific categories of income (including "passive income," "high withholding tax interest," "financial services income," "general income," and certain other categories of income). Dividends paid by us generally will constitute "foreign source" income and generally will be categorized as "passive income" or, in the case of certain U.S. Holders, "financial services income." However, for taxable years beginning after December 31, 2006, the foreign tax credit limitation categories are reduced to "passive income" and "general income" (and the other categories of income, including "financial services income," are eliminated). The foreign tax credit rules are complex, and each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the foreign tax credit rules.

Information Reporting; Backup Withholding Tax

Payments made within the U.S., or by a U.S. payor or U.S. middleman, of dividends on, and proceeds arising from certain sales or other taxable dispositions of, Common Shares generally will be subject to information reporting and backup withholding tax, at the rate of 28%, if a U.S. Holder (a) fails to furnish such U.S. Holder's correct U.S. taxpayer identification number (generally on Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (d) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax. However, U.S. Holders that are corporations generally are excluded from these information reporting and backup withholding tax rules. Any amounts withheld under the U.S. backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS. Each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the information reporting and backup withholding tax rules.

Additional Rules that May Apply to U.S. Holders

If we are a "controlled foreign corporation," or a "passive foreign investment company" (each as defined below), the preceding sections of this summary may not describe the U.S. federal income tax consequences to U.S. Holders of the acquisition, ownership, and disposition of Common Shares.

Controlled Foreign Corporation

We generally will be a “controlled foreign corporation” under Section 957 of the Code (a “CFC”) if more than 50% of the total voting power or the total value of our outstanding shares are owned, directly or indirectly, by citizens or residents of the U.S., domestic partnerships, domestic corporations, domestic estates, or domestic trusts (each as defined in Section 7701(a)(30) of the Code), each of which own, directly or indirectly, 10% or more of the total voting power of our outstanding shares (a “10% Shareholder”).

If we are a CFC, a 10% Shareholder generally will be subject to current U.S. federal income tax with respect to (a) such 10% Shareholder’s pro rata share of the “subpart F income” (as defined in Section 952 of the Code) of the Company and (b) such 10% Shareholder’s pro rata share of our earnings invested in “United States property” (as defined in Section 956 of the Code). In addition, under Section 1248 of the Code, any gain recognized on the sale or other taxable disposition of Common Shares by a U.S. Holder that was a 10% Shareholder at any time during the five-year period ending with such sale or other taxable disposition generally will be treated as a dividend to the extent of the “earnings and profits” of the Company that are attributable to such Common Shares. If we are both a CFC and a “passive foreign investment company” (as defined below), we generally will be treated as a CFC (and not as a “passive foreign investment company”) with respect to any 10% Shareholder.

We do not believe that LiveReel has previously been, or currently is a CFC. However, there can be no assurance that we will not be a CFC for the current or any future taxable year.

Passive Foreign Investment Company

We generally will be a “passive foreign investment company” under Section 1297 of the Code (a “PFIC”) if, for a taxable year, (a) 75% or more of our gross income for such taxable year is passive income or (b) 50% or more of the assets held by us either produce passive income or are held for the production of passive income, based on the fair market value of such assets (or on the adjusted tax basis of such assets, if we are not publicly traded and either is a “controlled foreign corporation” or makes an election). “Passive income” includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions.

For purposes of the PFIC income test and asset test described above, if we own, directly or indirectly, 25% or more of the total value of the outstanding shares of another foreign corporation, we will be treated as if it (a) held a proportionate share of the assets of such other foreign corporation and (b) received directly a proportionate share of the income of such other foreign corporation. In addition, for purposes of the PFIC income test and asset test described above, “passive income” does not include any interest, dividends, rents, or royalties that are received or accrued by us from a “related person” (as defined in Section 954(d)(3) of the Code), to the extent such items are properly allocable to the income of such related person that is not passive income.

We do not believe that LiveReel has previously been, or currently are a PFIC. However, there can be no assurance that the IRS will not challenge our determination concerning our PFIC status or that we will not be a PFIC for the current or any future taxable year.

Default PFIC Rules Under Section 1291 of the Code

If we are a PFIC, the U.S. federal income tax consequences to a U.S. Holder of the acquisition, ownership, and disposition of Common Shares will depend on whether such U.S. Holder makes an election to treat the Company as a "qualified electing fund" or "QEF" under Section 1295 of the Code (a "QEF Election") or a mark-to-market election under Section 1296 of the Code (a "Mark-to-Market Election"). A U.S. Holder that does not make either a QEF Election or a Mark-to-Market Election will be referred to in this summary as a "Non-Electing U.S. Holder."

A Non-Electing U.S. Holder will be subject to the rules of Section 1291 of the Code with respect to (a) any gain recognized on the sale or other taxable disposition of Common Shares and (b) any excess distribution paid on the Common Shares. A distribution generally will be an "excess distribution" to the extent that such distribution (together with all other distributions received in the current taxable year) exceeds 125% of the average distributions received during the three preceding taxable years (or during a U.S. Holder's holding period for the Common Shares, if shorter).

Under Section 1291 of the Code, any gain recognized on the sale or other taxable disposition of Common Shares, and any excess distribution paid on the Common Shares, must be ratably allocated to each day in a Non-Electing U.S. Holder's holding period for the Common Shares. The amount of any such gain or excess distribution allocated to prior years of such Non-Electing U.S. Holder's holding period for the Class Common Shares (other than years prior to the first taxable year of the Company during such Non-Electing U.S. Holder's holding period and beginning after December 31, 1986 for which we were not a PFIC) will be subject to U.S. federal income tax at the highest tax applicable to ordinary income in each such prior year. A Non-Electing U.S. Holder will be required to pay interest on the resulting tax liability for each such prior year, calculated as if such tax liability had been due in each such prior year. Such a Non-Electing U.S. Holder that is not a corporation must treat any such interest paid as "personal interest," which is not deductible. The amount of any such gain or excess distribution allocated to the current year of such Non-Electing U.S. Holder's holding period for the Common Shares will be treated as ordinary income in the current year, and no interest charge will be incurred with respect to the resulting tax liability for the current year.

If we are a PFIC for any taxable year during which a Non-Electing U.S. Holder holds Common Shares, we will continue to be treated as a PFIC with respect to such Non-Electing U.S. Holder, regardless of whether we cease to be a PFIC in one or more subsequent years. A Non-Electing U.S. Holder may terminate this deemed PFIC status by electing to recognize gain (which will be taxed under the rules of Section 1291 of the Code discussed above) as if such Common Shares were sold on the last day of the last taxable year for which the Company was a PFIC.

QEF Election

A U.S. Holder that makes a QEF Election generally will not be subject to the rules of Section 1291 of the Code discussed above. However, a U.S. Holder that makes a QEF Election will be subject to U.S. federal income tax on such U.S. Holder's pro rata share of (a) the net capital gain of the Company, which will be taxed as long-term capital gain to such U.S. Holder, and (b) and the ordinary earnings of the Company, which will be taxed as ordinary income to such U.S. Holder. Generally, "net capital gain" is the excess of (a) net long-term capital gain over (b) net short-term capital loss, and "ordinary earnings" are the excess of (a) "earnings and profits" over (b) net capital gain. A U.S. Holder that makes a QEF Election will be subject to U.S. federal income tax on such amounts for each taxable year in which we are a PFIC, regardless of whether such amounts are actually distributed to such U.S. Holder by us. However, a U.S. Holder that makes a QEF Election may, subject to certain limitations, elect to defer payment of current U.S. federal income tax on such amounts, subject to an interest charge. If such U.S. Holder is not a corporation, any such interest paid will be treated as "personal interest," which is not deductible.

A U.S. Holder that makes a QEF Election generally also (a) may receive a tax-free distribution from us to the extent that such distribution represents “earnings and profits” of the Company that were previously included in income by the U.S. Holder because of such QEF Election and (b) will adjust such U.S. Holder’s tax basis in the Common Shares to reflect the amount included in income or allowed as a tax-free distribution because of such QEF Election. In addition, a U.S. Holder that makes a QEF Election generally will recognize capital gain or loss on the sale or other taxable disposition of Common Shares.

The procedure for making a QEF Election, and the U.S. federal income tax consequences of making a QEF Election, will depend on whether such QEF Election is timely. A QEF Election will be treated as “timely” if such QEF Election is made for the first year in the U.S. Holder’s holding period for the Common Shares in which we were a PFIC. A U.S. Holder may make a timely QEF Election by filing the appropriate QEF Election documents at the time such U.S. Holder files a U.S. federal income tax return for such first year. However, if we were a PFIC in a prior year, then in addition to filing the QEF Election documents, a U.S. Holder must elect to recognize (a) a gain (which will be taxed under the rules of Section 1291 of the Code discussed above) as if the Common Shares were sold on the qualification date or (b) if we were also a CFC, such U.S. Holder’s pro rata share of the post-1986 “earnings and profits” of the Company as of the qualification date. The “qualification date” is the first day of the first taxable year in which we were a QEF with respect to such U.S. Holder. The election to recognize such gain or “earnings and profits” can only be made if such U.S. Holder’s holding period for the Common Shares includes the qualification date. By electing to recognize such gain or “earnings and profits,” such U.S. Holder will be deemed to have made a timely QEF Election. In addition, under very limited circumstances, a U.S. Holder may make a retroactive QEF Election if such U.S. Holder failed to file the QEF Election documents in a timely manner.

A QEF Election will apply to the taxable year for which such QEF Election is made and to all subsequent taxable years, unless such QEF Election is invalidated or terminated or the IRS consents to revocation of such QEF Election. If a U.S. Holder makes a QEF Election and, in a subsequent taxable year, we cease to be a PFIC, the QEF Election will remain in effect (although it will not be applicable) during those taxable years in which we are not a PFIC.

Accordingly, if we become a PFIC in another subsequent taxable year, the QEF Election will be effective and the U.S. Holder will be subject to the QEF rules described above during any such subsequent taxable year in which we qualify as a PFIC. In addition, the QEF Election will remain in effect (although it will not be applicable) with respect to a U.S. Holder even after such U.S. Holder disposes of all of such U.S. Holder’s direct and indirect interest in the Common Shares. Accordingly, if such U.S. Holder reacquires an interest in the Company, such U.S. Holder will be subject to the QEF rules described above for each taxable year in which we are a PFIC.

Each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the availability of, and procedure for making, a QEF Election. U.S. Holders should be aware that there can be no assurance that we will satisfy record keeping requirements that apply to a QEF, or that we will supply U.S. Holders with information that such U.S. Holders require to report under the QEF rules, in event that we are a PFIC and a U.S. Holder wishes to make a QEF Election.

Mark-to-Market Election

A U.S. Holder may make a Mark-to-Market Election only if the Common Shares are marketable stock. The Common Shares generally will be “marketable stock” if the Common Shares are regularly traded on (a) a national securities exchange that is registered with the Securities and Exchange Commission, (b) the national market system established pursuant to section 11A of the Securities and Exchange Act of 1934, or (c) a foreign securities exchange that is regulated or supervised by a governmental authority of the country in which the market is located, provided that (i) such foreign exchange has trading volume, listing, financial disclosure, and other requirements and the laws of the country in which such foreign exchange is located, together with the rules of such foreign exchange, ensure that such requirements are actually enforced and (ii) the rules of such foreign exchange ensure active trading of listed stocks.

A U.S. Holder that makes a Mark-to-Market Election generally will not be subject to the rules of Section 1291 of the Code discussed above. However, if a U.S. Holder makes a Mark-to-Market Election after the beginning of such U.S. Holder’s holding period for the Common Shares and such U.S. Holder has not made a timely QEF Election, the rules of Section 1291 of the Code discussed above will apply to certain dispositions of, and distributions on, the Common Shares.

A U.S. Holder that makes a Mark-to-Market Election will include in ordinary income, for each taxable year in which we are a PFIC, an amount equal to the excess, if any, of (a) the fair market value of the Common Shares as of the close of such taxable year over (b) such U.S. Holder’s tax basis in such Common Shares. A U.S. Holder that makes a Mark-to-Market Election will be allowed a deduction in an amount equal to the lesser of (a) the excess, if any, of (i) such U.S. Holder’s adjusted tax basis in the Common Shares over (ii) the fair market value of such Common Shares as of the close of such taxable year or (b) the excess, if any, of (i) the amount included in ordinary income because of such Mark-to-Market Election for prior taxable years over (ii) the amount allowed as a deduction because of such Mark-to-Market Election for prior taxable years.

A U.S. Holder that makes a Mark-to-Market Election generally also will adjust such U.S. Holder’s tax basis in the Common Shares to reflect the amount included in gross income or allowed as a deduction because of such Mark-to-Market Election. In addition, upon a sale or other taxable disposition of Common Shares, a U.S. Holder that makes a Mark-to-Market Election will recognize ordinary income or loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of such Mark-to-Market Election for prior taxable years over (b) the amount allowed as a deduction because of such Mark-to-Market Election for prior taxable years).

A Mark-to-Market Election applies to the taxable year in which such Mark-to-Market Election is made and to each subsequent taxable year, unless the Common Shares cease to be “marketable stock” or the IRS consents to revocation of such election. Each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the availability of, and procedure for making, a Mark-to-Market Election.

Other PFIC Rules

Under Section 1291(f) of the Code, the IRS has issued proposed Treasury Regulations that, subject to certain exceptions, would cause a U.S. Holder that had not made a timely QEF Election to recognize gain (but not loss) upon certain transfers of Common Shares that would otherwise be tax-deferred (e.g., gifts and exchanges pursuant to corporate reorganizations). However, the specific U.S. federal income tax consequences to a U.S. Holder may vary based on the manner in which Common Shares are transferred.

Certain additional adverse rules will apply with respect to a U.S. Holder if we are a PFIC, regardless of whether such U.S. Holder makes a QEF Election. For example under Section 1298(b)(6) of the Code, a U.S. Holder that uses Common Shares as security for a loan will, except as may be provided in Treasury Regulations, be treated as having made a taxable disposition of such Common Shares.

The PFIC rules are complex, and each U.S. Holder should consult its own financial advisor, legal counsel, or accountant regarding the PFIC rules and how the PFIC rules may affect the U.S. federal income tax consequences of the acquisition, ownership, and disposition of Common Shares.

This summary is of a general nature only and is not intended to be relied on as legal or tax advice or representations to any particular investor. Consequently, potential investors are urged to seek independent tax advice in respect of the consequences to them of the acquisition of common stock having regard to their particular circumstances.

(F) DIVIDEND AND PAYING AGENTS

Not applicable

(G) STATEMENT BY EXPERTS

Not applicable

(H) DOCUMENTS ON DISPLAY

The documents concerning the Company referred to in this Annual Report may be inspected at the Company's office at 2300 Yonge Street, Suite 1710, Toronto, Ontario, Canada, M4P 1E4. The Company may be reached at (416) 593-6543. Documents filed with the Securities and Exchange Commission ("SEC") may also be read and copied at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms.

The Company is subject to reporting requirements as a "reporting issuer" under applicable securities legislation in Canada and as a "foreign private issuer" under the Securities Exchange Act of 1934 (the "Exchange Act"). As a result, we must file periodic reports and other information with the Canadian securities regulatory authorities and the Securities and Exchange Commission.

A copy of this Form 20-F Annual Report and certain other documents referred to in this Annual Report and other documents filed by us may be retrieved from the system for electronic document analysis and retrieval ("SEDAR") system maintained by the Canadian securities regulatory authorities at www.sedar.ca or from the Securities and Exchange Commission electronic data gathering, analysis and retrieval system ("EDGAR") at www.sec.gov/edgar.

(I) SUBSIDIARY INFORMATION

The documents concerning the Company's subsidiaries referred to in this Annual Report may be inspected at the Company's office at 2300 Yonge Street, Suite 1710, Toronto, Ontario, Canada, M4P 1E4.

ITEM 11 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to foreign currency exchange rates. The Company's excess cash is held at a Canadian chartered bank in US and Canadian currencies and bears interest at various rates on monthly balances as at June 30, 2011.

The carrying value of all other cash and cash equivalent, trade receivables, all other current assets, accounts payable and accrued liabilities, and amounts due to related parties approximate fair values.

The Company never entered into and did not have at the end of the years ended June 30, 2011 and 2010, any foreign currency hedge contracts or commodity contracts, and the Company does not trade in such instruments. We do not use derivative financial instruments.

The Company has no debt instruments subject to interest payments, sales contracts, swaps, derivatives, or forward agreements or contracts, or inventory.

The Company periodically accesses the capital markets with the issuance of new shares to fund operating expenses and new projects.

ITEM 12 - DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not required since this is an annual report.

PART II

ITEM 13 - DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14 - MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

No modifications or qualifications have been made to the instruments defining the rights of the holders of our Common Shares and no material amount of assets securing our securities has been withdrawn or substituted by us or anyone else (other than in the ordinary course of business).

As explained earlier, we have moved the jurisdiction of our company from Ontario Business Corporation Act to Canada Business Corporation act and have revised the by-laws which govern rights of the security holders. We do not believe that these changes have materially affected or modified the said rights.

ITEM 15 - CONTROLS AND PROCEDURES

A. Evaluation of Our Disclosure Controls and Internal Controls

Under the supervision and with the participation of our senior management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, (the "Exchange Act") as of the end of the period covered by this annual report (the "Evaluation Date"). Based upon this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, the Company's disclosure controls and procedures were effective such that the information relating to the Company, including our consolidated subsidiary, required to be disclosed in our SEC reports (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

B. Management's Annual Report on Internal Control over Financial Reporting

Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes of accounting principles generally accepted in Canada. It is our management's responsibility to establish and maintain adequate internal control over financial reporting for the Company. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance of achieving their control objectives. In evaluating the effectiveness of our internal control over financial reporting, our management used the criteria set for the by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control – Integrated Framework.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm pursuant to temporary rules of the SEC that permit us to provide only management's report in this report.

C. Changes in Internal Controls

There have been no changes in the Company's internal controls over financial reporting that occurred during the year ended June 30, 2011 that have materially affected or are reasonably likely to materially affect the Company's internal control over financial reporting.

ITEM 16 [RESERVED]

ITEM 16A AUDIT COMMITTEE FINANCIAL EXPERTS

As at the Company's financial year ended June 30, 2011, the audit committee consisted of three directors, one of whom, Mr. Jason Meretsky would be qualified as an audit committee financial expert, as that term is defined under Section 407 of the Sarbanes-Oxley Act of 2002. Mr. Jason Meretsky's background is described under Item 6(A) Directors and senior management. He would not be considered an independent director under an objective test in that he serves as a consultant of the Company acting in capacity of the chief executive officer of the Company; however, the Board of Directors has made a subjective determination that no relationships exist which would interfere with Mr. Meretsky's exercise of independent judgment in carrying out the responsibilities of a director.

The other two members of the audit committee are Ms. Janice Barone and Ms. Diana van Vliet, both of whom would be considered independent directors.

ITEM 16B CODE OF ETHICS

On February 9, 2007, we adopted a Code of Ethics that applies to our principal executive officer and principal financial officer, or persons performing similar functions. A copy of our Code of Ethics will be provided to any person requesting same without charge. To request a copy of our Code of Ethics, please make a written request to our chief financial officer, Live Reel Media Corporation, 2300 Yonge Street, Suite 1710, PO Box 2408, Toronto, Ontario, Canada, M4P 1E4.

ITEM 16C PRINCIPAL ACCOUNTANT'S FEES AND SERVICES

The following outlines the expenditures for accounting fees for the last two fiscal years ended:

	<u>June 30, 2011</u>	<u>June 30, 2010</u>
Audit Fees	18,500	15,000
Audit Related Fees	-	-
Tax Fees	-	-
All Other Fees	-	-

Under our existing policies, the audit committee must pre-approve all audit and non-audit related services provided by the auditors.

ITEM 16D EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable

ITEM 16E PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable

ITEM 16F CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable

ITEM 16G CORPORATE GOVERNANCE

Not applicable

PART III

ITEM 17 - FINANCIAL STATEMENTS

See the Financial Statements and Exhibits listed in Item 19 hereof and filed as part of this Annual Report. These financial statements were prepared in accordance with Canadian GAAP and are expressed in Canadian dollars. Such financial statements have been reconciled to U.S. GAAP (see Note 16 therein). For a history of exchange rates in effect for Canadian dollars as against U.S. dollars, see Item 3(A) Exchange Rates of this Annual Report.

ITEM 18 - FINANCIAL STATEMENTS

Not applicable.

ITEM 19 -- EXHIBITS

(a) Financial Statements -

Description of Document	Page No.
Cover Sheet	F-1
Index	F-2
Independent Auditor's Report dated October 12, 2011	F-3
Consolidated Balance Sheets as at June 30, 2011 and 2010	F-4
Consolidated Statements of Operations and Comprehensive Loss for the Fiscal Years Ended June 30, 2011, 2010 and 2009	F-5
Consolidated Statements of Cash Flows for the Fiscal Years Ended June 30, 2011, 2010 and 2009	F-6
Consolidated Statements of Shareholders' Equity for the Fiscal Years Ended June 30, 2011, 2010 and 2009	F-7
Notes to Consolidated Financial Statements	F-8

(b) Exhibits

The following documents are filed as part of this Annual Report on Form 20-F

1.1	Application for Authorization to continue in another jurisdiction dated October 20, 2006.- Incorporated herein by reference to Exhibit 1.1 to the Company's Registration Statement on Form 20-F filed on December 26, 2006.
1.2	Articles of Incorporation of the Company - Incorporated herein by reference to Exhibit 1.1 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.
1.3	By-Laws of the Company - Incorporated herein by reference to Exhibit 1.3 to the Company's Registration Statement on Form 20-F filed on December 26, 2006.
1.4	Certificate of name change from Minedel Mining & Development Company Limited to Minedel Mines Limited - Incorporated herein by reference to Exhibit 1.3 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.
1.5	Certificate of name change from Minedel Mines Limited to Havelock Energy & Resources Inc. - Incorporated herein by reference to Exhibit 1.4 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.

- 1.6 Certificate of name change from Havelock energy & Resources Inc. to Municipal Ticket Corporation - Incorporated herein by reference to Exhibit 1.5 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.
- 1.7 Certificate of name change from Municipal Ticket Corporation to I.D.Investment Inc. - Incorporated herein by reference to Exhibit 1.6 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.
- 1.8 Certificate of amalgamation. to Biolink Corporation - Incorporated herein by reference to Exhibit 1.7 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.
- 1.9 Certificate of name change from Biolink Corp. to First Empire Entertainment.com Inc. - Incorporated herein by reference to Exhibit 1.8 to the Company's Registration Statement on Form 20-F filed on March 12, 2004.
- 1.10 Certificate of name change from First Empire Entertainment.com Inc. to First Empire Corporation Inc. - Incorporated herein by reference to Exhibit 19 to the Company's Annual Report on Form 20-F filed on March 12, 2004.
- 1.11 Certificate of name change from First Empire Corporation Inc. to Noble House Entertainment Inc. dated November 4, 2004 - Incorporated herein by reference to Exhibit 1.10 to the Company's Annual Report on Form 20-F filed on December 1, 2005.
- 1.12 Articles of Amendment dated November 19, 2004 consolidating the common shares of the Company on the basis of one new common share in exchange for every two old common shares - Incorporated herein by reference to Exhibit 1.11 to the Company's Annual Report on Form 20-F filed on December 1, 2005.
- 1.13 Certificate of name change from First Empire Music Corp. to Noble house Film & Television Inc. dated January 21, 2005 - Incorporated herein by reference to Exhibit 1.12 to the Company's Annual Report on Form 20-F filed on December 1, 2005.

- 1.14 Certificate of name change from Noble House Film & Television Inc. to LiveReel Productions Corporation dated August 10, 2006 - Incorporated herein by reference to Exhibit 1.14 to the Company's Registration Statement on Form 20-F filed on December 26, 2006.
- 1.15 Certificate of name change from Noble House Entertainment Inc. to LiveReel Media Corporation dated October 12, 2006 - Incorporated herein by reference to Exhibit 1.15 to the Company's Registration Statement on Form 20-F filed on December 26, 2006.
- 2.(a). Specimen Common Share certificate - Incorporated herein by reference to Exhibit 2.(a) to the Company's Annual Report on Form 20-F filed on December 1, 2005.
- 2.(b)(i) Unsecured loan agreement with Mad Hatter Investments Inc. dated July 21, 2011.
- 2.(b)(ii) Unsecured loan agreement with 1057111 Ontario Limited dated July 21, 2011.
- 2.(b)(iii) Secured loan agreement with Enthrive Inc. dated November 23, 2011.
- 4.(b) Offer to Purchase dated November 30, 2004 regarding acquisition of film properties from Noble House Production Inc. - Incorporated herein by reference to Exhibit 1.12 to the Company's Annual Report on Form 20-F filed on December 1, 2005.
- 4.(c) 2006 Consultant Stock Compensation Plan and 2006 Stock Option Plan - Incorporated herein by reference to Form S-8 filed on March 9, 2006.
- 11. Code of Ethics.
- 12 The certifications required by Rule 13a-14(a) (17 CFR 240.13a-14(a)) or Rule 15d-14(a) (17 CFR 240.15d-14(a)).
- 13.a The Certifications Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 14(a)(i) Corporate Governance Charter - Incorporated herein by reference to Exhibit 14 (a)(i) to the Company's Registration Statement on Form 20-F filed on December 26, 2006,
- 14(a)(ii) Audit Committee Charter - Incorporated herein by reference to Exhibit 14 (a)(ii) to the Company's Registration Statement on Form 20-F filed on December 26, 2006,
- 99.1 Consolidated Financial Statements for the Years Ended June 30, 2011 and 2010

SIGNATURES

The Company hereby certifies that it meets all of the requirements for filing on Form 20-F and has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Dated at Toronto, Ontario, Canada, this November 25, 2011.

LIVEREEL MEDIA CORPORATION

Per: (signed) Jason D. Meretsky
Title: Chief Executive Officer

LOAN AGREEMENT

THIS AGREEMENT made as of the 21st day of July, 2011,

B E T W E E N:

MAD HATTER INVESTMENTS INC., a company incorporated under the laws of the Province of Ontario,

(herein called the "**Lender**"),

and

LIVEREEL MEDIA CORPORATION, a company incorporated under the laws of Canada

(herein called the "**Borrower**").

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.01 Defined Terms. The following terms shall for all purposes of this agreement, or any amendment hereto, have the respective meanings set forth below unless the context otherwise specifies or requires or unless otherwise defined herein:

"Banking Day" means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario.

"Common Share" means the common shares in the capital of the Borrower.

"Conversion Price" means \$0.10 per share (subject to adjustment in accordance with Article 5 hereof).

"Corporate Reorganization" means, in respect of a corporation, any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person or group of Persons whether by way of arrangement, reorganization, consolidation, amalgamation, merger, continuance under any other jurisdiction of incorporation or otherwise.

"Default" means any event which is or which, with the passage of time, the giving of notice or both would be an Event of Default.

"Event of Default" means any one of the events set forth in section 8.01.

“Loan” means the term loan made by the Lender to the Borrower as described in section 2.01 and defined therein.

“Loan Documents” means this agreement, and any document delivered in connection with this agreement.

“Lending Rate” means 10% per annum.

“Maturity Date” means July 31, 2012.

“Persons” or **“person”** means and includes any individual, corporation, partnership, firm, joint venture, association, trust, government, governmental agency, board or authority, and other form of entity or organization.

1.02 Applicable Law. This agreement and all documents delivered pursuant hereto shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto do hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.03 Consents and Approvals. Whenever the consent or approval of a party hereto is required in a particular circumstance, such consent or approval shall not be unreasonably withheld or delayed by such party.

1.04 Plural and Singular. Where the context so requires, words importing the singular number shall include the plural and vice versa.

1.05 Headings. The division of this agreement into Articles and sections and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.06 Other Usages. References to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Loan Agreement and not to any particular Article, section or other subdivision of this agreement.

1.07 Time of the Essence. Time shall in all respects be of the essence of this agreement and no extension or variation of this agreement or of any obligation hereunder shall operate as a waiver of this provision.

ARTICLE 2 LOAN

2.01 Establishment of Loan. Subject to the terms and conditions hereof, the Lender hereby establishes in favour of the Borrower a non-revolving term loan (the “Loan”) in the amount of Cdn. \$33,334.00.

2.02 Termination of Loan. The Loan shall terminate upon the earliest to occur of:

- (a) the Maturity Date; and

- (b) an occurrence of an Event of Default and the subsequent termination of the Loan by the Lender in accordance with Section 8.01.

2.03 Time and Place of Payments. Unless otherwise expressly provided herein, the Borrower shall make all payments pursuant to this agreement or pursuant to any document, instrument or agreement delivered pursuant hereto by delivery of a cheque or wire transfer to the Lender before 1:00 p.m. (Eastern Standard Time) on the day specified for payment. Any such payment received on the day specified for such payment but after 1:00 p.m. (Eastern Standard Time) thereon shall be deemed to have been received prior to 1:00 p.m. (Eastern Standard Time) on the Banking Day immediately following such day specified for payment.

ARTICLE 3 INTEREST

3.01 Interest. The principal amount of the loan outstanding from time to time under the Loan and the amount of overdue interest from time to time shall bear interest at a rate per annum equal to the Lending Rate.

3.02 Calculation of Interest. Interest on the outstanding principal amount and on the amount of overdue interest thereon from time to time, if any, shall accrue from day to day from and including the date of the Loan or the date on which such payment of overdue interest was due, as the case may be, but excluding the date on which such loan or such overdue interest, as the case may be, is repaid in full (both before and after maturity and as well before and after judgment) and shall be calculated on the basis of the actual number of days elapsed divided by 365 or by 366 in the case of a leap year.

3.03 Payment of Interest. Interest, calculated at the aforesaid rate and in the aforesaid manner on the unpaid portion from time to time outstanding under the Loan Facility shall accrue and shall be payable to the Lender on the Maturity Date.

ARTICLE 4 REPAYMENTS AND PREPAYMENTS

4.01 Repayment of the Loan. The principal amount outstanding under the Loan, together with all accrued and unpaid interest and other amounts payable shall be due and payable in full by the Borrower to the Lender on the Maturity Date.

4.02 Prepayments. The Borrower may prepay any amount outstanding under the Loan without bonus or penalty in whole or part upon two (2) Business Days prior notice to the Lender.

ARTICLE 5 CONVERSION OF DEBENTURE

5.01 Optional Conversion of Debenture

- (a) At any time prior to the Maturity Date, the Lender may convert all or a portion of the outstanding Loan plus all accrued and unpaid interest thereon to the date of conversion, into Common Shares at the Conversion Price.

- (b) The Lender may exercise such right to convert in whole or in part into Common Shares by surrendering such Loan Documents to the Borrower at its principal office in the City of Toronto, together with written notice in form and substance satisfactory to the Borrower.
- (c) Upon the exercise of its right of conversion, the Lender shall surrender such Loan Documents to the Borrower, and the Borrower shall cancel the same and shall forthwith issue and deliver to the Lender a new Loan Document in an aggregate principal amount equal to the unconverted part of the principal amount of the Loan so surrendered.
- (d) The Common Shares issued upon conversion shall rank only in respect of dividends declared in favour of holders of record of Common Shares on or after the date of conversion or such later date as such Lender shall become the holder of record of such Common Shares pursuant to subsection 6.1(b), from which applicable date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable Common Shares.

5.02 Delivery of Share Certificates

- (a) The Lender shall be entitled to be entered in the books of the Borrower as at the date of conversion as the holder of the number of Conversion Shares into which the Loan is convertible in accordance with the provisions of this Article 6 and, within five (5) Business Days of the conversion, the Borrower shall deliver to the Lender a share certificate or certificates for such Conversion Shares.
- (b) The Borrower shall not issue fractional shares upon conversion but shall issue the next highest whole number of shares otherwise to be issued after all necessary calculations in this Article 6 have been completed.

5.03 Reclassification

In the case of any reclassification of the Conversion Shares at any time outstanding or change of the Conversion Shares into some other shares, in case of a Corporate Reorganization of the Borrower (other than a Corporate Reorganization which does not result in a reclassification of the outstanding Conversion Shares or a change of the Conversion Shares into some other shares), all only as permitted hereunder, the Lender shall be entitled to receive upon conversion, and shall accept, in lieu of the number of Conversion Shares to which it was theretofore entitled upon such conversion, the kind and amount of shares and other securities or property which such Lender would have been entitled to receive as a result of such Corporate Reorganization if, on the effective date thereof, it had been the registered holder of the number of Conversion Shares to which it was theretofore entitled upon conversion. If necessary, appropriate adjustments shall be made in the application of the provisions set forth in this Article 6 with respect to the rights and interests thereafter of the Lender to the end that the provisions set forth in this Article 6 shall thereafter correspondingly be made applicable as nearly as may be possible in relation to any shares or other securities or property thereafter deliverable upon the conversion of this Loan. Any such adjustments shall be made by and set forth in a supplemental

agreement hereto approved by the board of directors of the Borrower and shall for all purposes be conclusively deemed to be an appropriate adjustment.

5.04 Adjustment of Conversion Price.

- (a) The Conversion Price in effect at any date shall be subject to adjustment from time to time as in this Section 5.04 provided, with the proviso that the events giving rise to an adjustment be only as permitted hereunder.
- (b) If and whenever the Borrower shall (i) subdivide or redivide the outstanding Conversion Shares into a greater number of shares; (ii) reduce, combine or consolidate the outstanding Conversion Shares into a smaller number of shares; or (iii) issue any Conversion Shares to the holders of all or substantially all of the outstanding Conversion Shares by way of a stock dividend (other than any stock dividends constituting dividends paid in the ordinary course) the number of Conversion Shares which may be acquired pursuant to Section 5.01 in effect on the effective date of such subdivision, redivision, reduction, combination or consolidation or on the record date for such issue of Conversion Shares by way of a stock dividend, as the case may be, shall be increased, in the case of the events referred to in (i) and (iii) above, in the proportion which the number of Conversion Shares outstanding before such subdivision, redivision or dividend bears to the number of Conversion Shares outstanding after such subdivision, redivision or dividend, or shall be decreased, in the case of the events referred to in (ii) above, in the proportion which the number of Conversion Shares outstanding before such reduction, combination, or consolidation bears to the number of Conversion Shares outstanding after such reduction, combination or consolidation, and the Conversion Price shall be adjusted accordingly. Any such issue of Conversion Shares by way of a stock dividend shall be deemed to have been made on the record date fixed for such stock dividend for the purpose of calculating the number of outstanding Conversion Shares under this Section 5.04(b) or Section 5.04(d).
- (c) In the case of any reclassification (other than a reclassification referred to in Section 5.04) of, or other change in, the outstanding Conversion Shares into which the Loan is convertible of the Borrower other than a subdivision, redivision, reduction, combination or consolidation, the number of Conversion Shares which may be acquired pursuant to Section 5.01 and the Conversion Price shall be adjusted in such manner as the board of directors of the Borrower, with the approval of the Lender, determine to be appropriate on a basis consistent with this Section 5.04.
- (d) The Lender shall from time to time immediately after the occurrence of any event which requires an adjustment or re-adjustment as provided in this Section 5.04, deliver a certificate of the Borrower to the Lender specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

5.05 Borrower to Reserve Shares

The Borrower covenants with the Lender that it will at all times reserve and keep available out of its authorized shares, such maximum number of Conversion Shares and other shares (as applicable) as shall be issuable upon the conversion. The Borrower covenants with the Lender that all Conversion Shares which shall be so issuable shall be duly and validly issued as fully-paid and non-assessable.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties. To induce the Lender to enter into this agreement, the Borrower hereby represents and warrants to the Lender as follows and acknowledges and confirms that the Lender is relying upon such representations and warranties in providing the Advances hereunder:

- (a) **Status and Power.** The Borrower is a corporation duly incorporated and organized and validly subsisting under the laws of the jurisdiction of its incorporation and is duly qualified, registered or licensed in all jurisdictions where such qualifications, registration or licensing is required to the extent that it is material. The Borrower has all requisite corporate capacity, power and authority to own, hold under licence or lease its properties, to carry on its business as now conducted and to otherwise enter into, and carry out the transactions contemplated by the Loan Documents.
- (b) **Authorization and Enforcement of Documents.** All necessary action, corporate or otherwise, has been taken by the Borrower to authorize the execution, delivery and performance of the Loan Documents and the Borrower has duly executed and delivered each Loan Document. Each Loan Document is a legal, valid and binding obligation of the Borrower enforceable against the Borrower by the Lender in accordance with its terms.
- (c) **Compliance with Other Instruments.** The execution, delivery and performance of the Loan Documents and the consummation of the transactions contemplated herein and therein do not and will not conflict with, result in any breach or violation of, or constitute a default under, the terms, conditions or provisions of any law, regulation, judgment, decree or order binding on or applicable to the Borrower and does not require the consent or approval of any other party, or any governmental body, agency or authority.

6.02 Survival of Representations and Warranties. All of the representations and warranties of the Borrower contained in Section 6.01 shall survive the execution and delivery of this agreement notwithstanding any investigation made at any time by or on behalf of the Lender.

**ARTICLE 7
COVENANTS**

7.01 Covenants. The Borrower hereby covenants and agrees with the Lender that, so long as there is any outstanding indebtedness or obligations hereunder and unless the Lender otherwise expressly consents in writing:

- (a) **Corporate Existence.** The Borrower shall maintain its corporate existence in good standing and shall not take part in any dissolution, reorganization, amalgamation, merger or any similar proceeding or arrangement.
- (b) **Conduct of Business.** The Borrower shall conduct its business in such a manner so as to comply in all material respects with all applicable laws and regulations. The Borrower shall carry on and conduct its business in a proper and efficient manner and will keep or cause to be kept proper books of account and shall make therein true and accurate entries of all dealings and transactions in relation to such business, and shall make or cause to be made such books of account available for inspection by the Lender and its representatives during normal business hours.
- (c) **Material Adverse Change.** The Borrower shall promptly notify the Lender of any material adverse change in the financial condition of the Borrower or in the ability of the Borrower to satisfy their obligations under any Loan Document.
- (d) **Taxes.** The Borrower shall pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon their property or any part thereof, as and when the same become due and payable.
- (e) **Reimbursement.** The Borrower shall reimburse the Lender, on demand, for all reasonable costs, charges and expenses incurred by the Lender or on its behalf in interpreting and enforcing the rights of the Lender under this agreement or any other documentation ancillary to the completion of the transactions contemplated by this agreement including, without limiting the generality of the foregoing, all legal fees and disbursements.
- (f) **Notice of Default.** The Borrower shall promptly notify the Lender of the occurrence of any Default or Event of Default.

7.02 Lender Entitled to Perform Covenants. If the Borrower shall fail to perform any covenant on their part contained in section 7.01, the Lender may, in its discretion, perform any of the said covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make such payments (in which event such payment(s) shall be deemed to be Advances) but shall be under no obligation so to do.

**ARTICLE 8
DEFAULT AND REMEDIES**

8.01 Events of Default. Upon the occurrence of any one or more of the following events:

- (a) the non-payment of any amount due hereunder which is not paid within five (5) Banking Days after written notice to do so by the Lender;
- (b) the Borrower is adjudged or declared bankrupt or insolvent, or makes an assignment for the general benefit of creditors;
- (c) any representation or warranty made by the Borrower in this agreement proves to have been incorrect in any material respect when made or furnished;
- (d) the breach or failure of due observance or performance by the Borrower of any covenant or provision of any Loan Document other than those heretofore dealt within this section 8.01, or of any other document, agreement or instrument delivered pursuant hereto or referred to herein which is not remedied by the Borrower within fifteen (15) Banking Days after written notice to do so by the Lender;
- (e) if any creditor of the Borrower takes any action to realize upon any assets of the Borrower, unless the same is being actively or diligently contested by the Borrower in good faith; or
- (f) if there occurs, in the opinion of the Lender, acting reasonably, a materially adverse change in the financial condition or operation of the Borrower;

the Lender may, by notice to the Borrower, declare all indebtedness of the Borrower to the Lender pursuant to this agreement to be immediately due and payable whereupon all such indebtedness shall immediately become and be due and payable and the Loan shall immediately become enforceable without further demand or other notice of any kind, all of which are expressly waived by the Borrower. The Lender shall thereafter be entitled to take any action, remedy or proceeding authorized pursuant to the Loan Documents, at law or in equity.

ARTICLE 9 MISCELLANEOUS

9.01 Waivers and Amendments. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of any power or right hereunder preclude its further exercise or the exercise of any other power or right. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant or condition of this agreement is not a waiver of any subsequent default and any indulgence by the Lender with respect to any failure to strictly observe, perform or comply with any term, covenant or condition of this agreement is not a waiver of the entire term, covenant or condition or any subsequent default. Any term, covenant, agreement or condition of this agreement may only be amended with the unanimous consent of all of the parties hereto or compliance therewith may only be waived (either generally or in a particular instance and either retroactively or prospectively) by the Lender.

9.02 Notices. All notices and other communications provided for herein shall be in writing and shall be personally delivered to the addressee or if the addressee is a corporation, to an officer or other responsible employee of the addressee, or sent by telefacsimile or other direct

written electronic means, charges prepaid, at or to the applicable addresses or telefacsimile numbers, as the case may be, set opposite the party's name on a signature page hereof or at or to such other address or addresses, telefacsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission.

9.03 Severability. Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

9.04 Successors and Assigns. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

9.05 Assignment. Neither this agreement nor the benefit thereof may be assigned by the Borrower. The rights and obligations of the Lender hereunder may be assigned or participated by the Lender in whole or in part without the consent of the Borrower.

9.06 Further Assurances. The Borrower shall do, execute and deliver or shall cause to be done, executed or delivered all such further acts, documents and things as the Lender may reasonably request for the purpose of giving effect to this agreement and to each and every provision hereof.

9.07 Entire Agreement. This agreement and the agreements referred to herein and delivered pursuant hereto constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof.

9.08 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

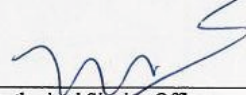
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

MAD HATTER INVESTMENTS INC.

Per: 
Authorized Signing Officer

80 Yorkville Avenue
Suite 901
Toronto, Ontario M5R 2L2
Fax: (416) 361.1537

LIVEREEL MEDIA CORPORATION

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

2300 Yonge Street
Suite 1701
Toronto, Ontario M4P 1E4

LOAN AGREEMENT

THIS AGREEMENT made as of the 21st day of July, 2011,

B E T W E E N:

1057111 ONTARIO LIMITED, a company incorporated under the laws of the Province of Ontario,

(herein called the "**Lender**"),

and

LIVEREEL MEDIA CORPORATION, a company incorporated under the laws of Canada

(herein called the "**Borrower**").

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.01 Defined Terms. The following terms shall for all purposes of this agreement, or any amendment hereto, have the respective meanings set forth below unless the context otherwise specifies or requires or unless otherwise defined herein:

"Banking Day" means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario.

"Common Share" means the common shares in the capital of the Borrower.

"Conversion Price" means \$0.10 per share (subject to adjustment in accordance with Article 5 hereof).

"Corporate Reorganization" means, in respect of a corporation, any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person or group of Persons whether by way of arrangement, reorganization, consolidation, amalgamation, merger, continuance under any other jurisdiction of incorporation or otherwise.

"Default" means any event which is or which, with the passage of time, the giving of notice or both would be an Event of Default.

"Event of Default" means any one of the events set forth in section 8.01.

“Loan” means the term loan made by the Lender to the Borrower as described in section 2.01 and defined therein.

“Loan Documents” means this agreement, and any document delivered in connection with this agreement.

“Lending Rate” means 10% per annum.

“Maturity Date” means July 21, 2012.

“Persons” or **“person”** means and includes any individual, corporation, partnership, firm, joint venture, association, trust, government, governmental agency, board or authority, and other form of entity or organization.

1.02 Applicable Law. This agreement and all documents delivered pursuant hereto shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto do hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.03 Consents and Approvals. Whenever the consent or approval of a party hereto is required in a particular circumstance, such consent or approval shall not be unreasonably withheld or delayed by such party.

1.04 Plural and Singular. Where the context so requires, words importing the singular number shall include the plural and vice versa.

1.05 Headings. The division of this agreement into Articles and sections and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.06 Other Usages. References to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Loan Agreement and not to any particular Article, section or other subdivision of this agreement.

1.07 Time of the Essence. Time shall in all respects be of the essence of this agreement and no extension or variation of this agreement or of any obligation hereunder shall operate as a waiver of this provision.

ARTICLE 2 LOAN

2.01 Establishment of Loan. Subject to the terms and conditions hereof, the Lender hereby establishes in favour of the Borrower a non-revolving term loan (the **“Loan”**) in the amount of Cdn. \$16,667.00.

2.02 Termination of Loan. The Loan shall terminate upon the earliest to occur of:

- (a) the Maturity Date; and

- (b) an occurrence of an Event of Default and the subsequent termination of the Loan by the Lender in accordance with Section 8.01.

2.03 Time and Place of Payments. Unless otherwise expressly provided herein, the Borrower shall make all payments pursuant to this agreement or pursuant to any document, instrument or agreement delivered pursuant hereto by delivery of a cheque or wire transfer to the Lender before 1:00 p.m. (Eastern Standard Time) on the day specified for payment. Any such payment received on the day specified for such payment but after 1:00 p.m. (Eastern Standard Time) thereon shall be deemed to have been received prior to 1:00 p.m. (Eastern Standard Time) on the Banking Day immediately following such day specified for payment.

ARTICLE 3 INTEREST

3.01 Interest. The principal amount of the loan outstanding from time to time under the Loan and the amount of overdue interest from time to time shall bear interest at a rate per annum equal to the Lending Rate.

3.02 Calculation of Interest. Interest on the outstanding principal amount and on the amount of overdue interest thereon from time to time, if any, shall accrue from day to day from and including the date of the Loan or the date on which such payment of overdue interest was due, as the case may be, but excluding the date on which such loan or such overdue interest, as the case may be, is repaid in full (both before and after maturity and as well before and after judgment) and shall be calculated on the basis of the actual number of days elapsed divided by 365 or by 366 in the case of a leap year.

3.03 Payment of Interest. Interest, calculated at the aforesaid rate and in the aforesaid manner on the unpaid portion from time to time outstanding under the Loan Facility shall accrue and shall be payable to the Lender on the Maturity Date.

ARTICLE 4 REPAYMENTS AND PREPAYMENTS

4.01 Repayment of the Loan. The principal amount outstanding under the Loan, together with all accrued and unpaid interest and other amounts payable shall be due and payable in full by the Borrower to the Lender on the Maturity Date.

4.02 Prepayments. The Borrower may prepay any amount outstanding under the Loan without bonus or penalty in whole or part upon two (2) Business Days prior notice to the Lender.

ARTICLE 5 CONVERSION OF DEBENTURE

5.01 Optional Conversion of Debenture

- (a) At any time prior to the Maturity Date, the Lender may convert all or a portion of the outstanding Loan plus all accrued and unpaid interest thereon to the date of conversion, into Common Shares at the Conversion Price.

- (b) The Lender may exercise such right to convert in whole or in part into Common Shares by surrendering such Loan Documents to the Borrower at its principal office in the City of Toronto, together with written notice in form and substance satisfactory to the Borrower.
- (c) Upon the exercise of its right of conversion, the Lender shall surrender such Loan Documents to the Borrower, and the Borrower shall cancel the same and shall forthwith issue and deliver to the Lender a new Loan Document in an aggregate principal amount equal to the unconverted part of the principal amount of the Loan so surrendered.
- (d) The Common Shares issued upon conversion shall rank only in respect of dividends declared in favour of holders of record of Common Shares on or after the date of conversion or such later date as such Lender shall become the holder of record of such Common Shares pursuant to subsection 6.1(b), from which applicable date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable Common Shares.

5.02 Delivery of Share Certificates

- (a) The Lender shall be entitled to be entered in the books of the Borrower as at the date of conversion as the holder of the number of Conversion Shares into which the Loan is convertible in accordance with the provisions of this Article 6 and, within five (5) Business Days of the conversion, the Borrower shall deliver to the Lender a share certificate or certificates for such Conversion Shares.
- (b) The Borrower shall not issue fractional shares upon conversion but shall issue the next highest whole number of shares otherwise to be issued after all necessary calculations in this Article 6 have been completed.

5.03 Reclassification

In the case of any reclassification of the Conversion Shares at any time outstanding or change of the Conversion Shares into some other shares, in case of a Corporate Reorganization of the Borrower (other than a Corporate Reorganization which does not result in a reclassification of the outstanding Conversion Shares or a change of the Conversion Shares into some other shares), all only as permitted hereunder, the Lender shall be entitled to receive upon conversion, and shall accept, in lieu of the number of Conversion Shares to which it was theretofore entitled upon such conversion, the kind and amount of shares and other securities or property which such Lender would have been entitled to receive as a result of such Corporate Reorganization if, on the effective date thereof, it had been the registered holder of the number of Conversion Shares to which it was theretofore entitled upon conversion. If necessary, appropriate adjustments shall be made in the application of the provisions set forth in this Article 6 with respect to the rights and interests thereafter of the Lender to the end that the provisions set forth in this Article 6 shall thereafter correspondingly be made applicable as nearly as may be possible in relation to any shares or other securities or property thereafter deliverable upon the conversion of this Loan. Any such adjustments shall be made by and set forth in a supplemental

agreement hereto approved by the board of directors of the Borrower and shall for all purposes be conclusively deemed to be an appropriate adjustment.

5.04 Adjustment of Conversion Price.

- (a) The Conversion Price in effect at any date shall be subject to adjustment from time to time as in this Section 5.04 provided, with the proviso that the events giving rise to an adjustment be only as permitted hereunder.
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- (c) In the case of any reclassification (other than a reclassification referred to in Section 5.04) of, or other change in, the outstanding Conversion Shares into which the Loan is convertible of the Borrower other than a subdivision, redivision, reduction, combination or consolidation, the number of Conversion Shares which may be acquired pursuant to Section 5.01 and the Conversion Price shall be adjusted in such manner as the board of directors of the Borrower, with the approval of the Lender, determine to be appropriate on a basis consistent with this Section 5.04.
- (d) The Lender shall from time to time immediately after the occurrence of any event which requires an adjustment or re-adjustment as provided in this Section 5.04, deliver a certificate of the Borrower to the Lender specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

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- (b) **Authorization and Enforcement of Documents.** All necessary action, corporate or otherwise, has been taken by the Borrower to authorize the execution, delivery and performance of the Loan Documents and the Borrower has duly executed and delivered each Loan Document. Each Loan Document is a legal, valid and binding obligation of the Borrower enforceable against the Borrower by the Lender in accordance with its terms.
- (c) **Compliance with Other Instruments.** The execution, delivery and performance of the Loan Documents and the consummation of the transactions contemplated herein and therein do not and will not conflict with, result in any breach or violation of, or constitute a default under, the terms, conditions or provisions of any law, regulation, judgment, decree or order binding on or applicable to the Borrower and does not require the consent or approval of any other party, or any governmental body, agency or authority.

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COVENANTS**

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- (a) **Corporate Existence.** The Borrower shall maintain its corporate existence in good standing and shall not take part in any dissolution, reorganization, amalgamation, merger or any similar proceeding or arrangement.
- (b) **Conduct of Business.** The Borrower shall conduct its business in such a manner so as to comply in all material respects with all applicable laws and regulations. The Borrower shall carry on and conduct its business in a proper and efficient manner and will keep or cause to be kept proper books of account and shall make therein true and accurate entries of all dealings and transactions in relation to such business, and shall make or cause to be made such books of account available for inspection by the Lender and its representatives during normal business hours.
- (c) **Material Adverse Change.** The Borrower shall promptly notify the Lender of any material adverse change in the financial condition of the Borrower or in the ability of the Borrower to satisfy their obligations under any Loan Document.
- (d) **Taxes.** The Borrower shall pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon their property or any part thereof, as and when the same become due and payable.
- (e) **Reimbursement.** The Borrower shall reimburse the Lender, on demand, for all reasonable costs, charges and expenses incurred by the Lender or on its behalf in interpreting and enforcing the rights of the Lender under this agreement or any other documentation ancillary to the completion of the transactions contemplated by this agreement including, without limiting the generality of the foregoing, all legal fees and disbursements.
- (f) **Notice of Default.** The Borrower shall promptly notify the Lender of the occurrence of any Default or Event of Default.

7.02 Lender Entitled to Perform Covenants. If the Borrower shall fail to perform any covenant on their part contained in section 7.01, the Lender may, in its discretion, perform any of the said covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make such payments (in which event such payment(s) shall be deemed to be Advances) but shall be under no obligation so to do.

**ARTICLE 8
DEFAULT AND REMEDIES**

8.01 Events of Default. Upon the occurrence of any one or more of the following events:

- (a) the non-payment of any amount due hereunder which is not paid within five (5) Banking Days after written notice to do so by the Lender;
- (b) the Borrower is adjudged or declared bankrupt or insolvent, or makes an assignment for the general benefit of creditors;
- (c) any representation or warranty made by the Borrower in this agreement proves to have been incorrect in any material respect when made or furnished;
- (d) the breach or failure of due observance or performance by the Borrower of any covenant or provision of any Loan Document other than those heretofore dealt within this section 8.01, or of any other document, agreement or instrument delivered pursuant hereto or referred to herein which is not remedied by the Borrower within fifteen (15) Banking Days after written notice to do so by the Lender;
- (e) if any creditor of the Borrower takes any action to realize upon any assets of the Borrower, unless the same is being actively or diligently contested by the Borrower in good faith; or
- (f) if there occurs, in the opinion of the Lender, acting reasonably, a materially adverse change in the financial condition or operation of the Borrower;

the Lender may, by notice to the Borrower, declare all indebtedness of the Borrower to the Lender pursuant to this agreement to be immediately due and payable whereupon all such indebtedness shall immediately become and be due and payable and the Loan shall immediately become enforceable without further demand or other notice of any kind, all of which are expressly waived by the Borrower. The Lender shall thereafter be entitled to take any action, remedy or proceeding authorized pursuant to the Loan Documents, at law or in equity.

ARTICLE 9 MISCELLANEOUS

9.01 Waivers and Amendments. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of any power or right hereunder preclude its further exercise or the exercise of any other power or right. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant or condition of this agreement is not a waiver of any subsequent default and any indulgence by the Lender with respect to any failure to strictly observe, perform or comply with any term, covenant or condition of this agreement is not a waiver of the entire term, covenant or condition or any subsequent default. Any term, covenant, agreement or condition of this agreement may only be amended with the unanimous consent of all of the parties hereto or compliance therewith may only be waived (either generally or in a particular instance and either retroactively or prospectively) by the Lender.

9.02 Notices. All notices and other communications provided for herein shall be in writing and shall be personally delivered to the addressee or if the addressee is a corporation, to an officer or other responsible employee of the addressee, or sent by telefacsimile or other direct

written electronic means, charges prepaid, at or to the applicable addresses or telefacsimile numbers, as the case may be, set opposite the party's name on a signature page hereof or at or to such other address or addresses, telefacsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission.

9.03 Severability. Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

9.04 Successors and Assigns. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

9.05 Assignment. Neither this agreement nor the benefit thereof may be assigned by the Borrower. The rights and obligations of the Lender hereunder may be assigned or participated by the Lender in whole or in part without the consent of the Borrower.

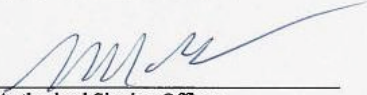
9.06 Further Assurances. The Borrower shall do, execute and deliver or shall cause to be done, executed or delivered all such further acts, documents and things as the Lender may reasonably request for the purpose of giving effect to this agreement and to each and every provision hereof.

9.07 Entire Agreement. This agreement and the agreements referred to herein and delivered pursuant hereto constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof.

9.08 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

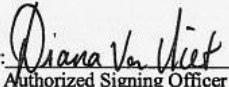
IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

1057111 ONTARIO LIMITED

Per: 
Authorized Signing Officer

80 Yorkville Avenue
Suite 901
Toronto, Ontario M5R 2L2
Fax: (416) 361.1537

LIVEREEL MEDIA CORPORATION

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

2300 Yonge Street
Suite 1701
Toronto, Ontario M4P 1E4

Unless permitted under securities legislation, the holder of this security must not trade the security before March 16, 2012.

LOAN AGREEMENT

THIS AGREEMENT made effective as of the 15th day of November, 2011.

BETWEEN:

ENTHRIVE INC., a company incorporated under the laws of the Province of Ontario,

(herein called the "Lender"),

and

LIVEREEL MEDIA CORPORATION, a company incorporated under the laws of Canada

(herein called the "Borrower").

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Defined Terms. The following terms shall for all purposes of this agreement, or any amendment hereto, have the respective meanings set forth below unless the context otherwise specifies or requires or unless otherwise defined herein:

"**Banking Day**" means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario.

"**Common Share**" means the common shares in the capital of the Borrower.

"**Conversion Price**" means \$0.10 per share (subject to adjustment in accordance with Article 5 hereof).

"**Corporate Reorganization**" means, in respect of a corporation, any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other Person or group of Persons whether by way of arrangement, reorganization, consolidation, amalgamation, merger, continuance under any other jurisdiction of incorporation or otherwise.

"Default" means any event which is or which, with the passage of time, the giving of notice or both would be an Event of Default.

"Event of Default" means any one of the events set forth in section 9.01.

"Loan" means the term loan made by the Lender to the Borrower as described in section 2.01 and defined therein.

"Loan Documents" means this agreement, and any document delivered in connection with this agreement.

"Lending Rate" means 10% per annum.

"M&A Transaction" means a transaction which results in the purchase and sale of all or substantially all of the issued and outstanding securities of the Borrower or a similar transaction resulting in a change of control of the Borrower.

"Maturity Date" means 18 months from the date of this Agreement.

"Persons" or **"person"** means and includes any individual, corporation, partnership, firm, joint venture, association, trust, government, governmental agency, board or authority, and other form of entity or organization.

1.02 Applicable Law. This agreement and all documents delivered pursuant hereto shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto do hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

1.03 Consents and Approvals. Whenever the consent or approval of a party hereto is required in a particular circumstance, such consent or approval shall not be unreasonably withheld or delayed by such party.

1.04 Plural and Singular. Where the context so requires, words importing the singular number shall include the plural and vice versa.

1.05 Headings. The division of this agreement into Articles and sections and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.06 Other Usages. References to "this agreement", "the agreement", "hereof", "herein", "hereto" and like references refer to this Loan Agreement and not to any particular Article, section or other subdivision of this agreement.

1.07 Time of the Essence. Time shall in all respects be of the essence of this agreement and no extension or variation of this agreement or of any obligation hereunder shall operate as a waiver of this provision.

**ARTICLE 2
LOAN**

2.01 Establishment of Loan. Subject to the terms and conditions hereof, the Lender hereby establishes in favour of the Borrower a non-revolving term loan (the "Loan") in the amount of Cdn\$50,000.00.

2.02 Termination of Loan. The Loan shall terminate and become immediately due and payable upon the earliest to occur of (in each case, the "Termination Date"):

- (a) the Maturity Date;
- (b) an occurrence of an Event of Default and the subsequent termination of the Loan by the Lender in accordance with Article 9; and
- (c) the date of completion of an M&A Transaction.

2.03 Time and Place of Payments. Unless otherwise expressly provided herein, the Borrower shall make all payments pursuant to this Agreement or pursuant to any document, instrument or agreement delivered pursuant hereto by delivery of a cheque or wire transfer to the Lender before 1:00 p.m. (Eastern Standard Time) on the day specified for payment. Any such payment received on the day specified for such payment but after 1:00 p.m. (Eastern Standard Time) thereon shall be deemed to have been received prior to 1:00 p.m. (Eastern Standard Time) on the Banking Day immediately following such day specified for payment. Failure to make payment of any amount payable under this Agreement on or before the earlier of the Maturity Date and the date of completion of an M&A Transaction, or to use the Loan as set out herein, or any other breach of this Agreement (including the Events of Default set out in Section 9 hereof, shall constitute an Event of Default under this Agreement and entitle the Lender to all of the rights and remedies of a secured creditor under applicable law and pursuant to the terms of this Agreement. Upon an Event of Default, the Lender may take any remedy or proceeding authorized or permitted hereby or by law or equity.

2.04 Use of Proceeds. The Borrower shall use the proceeds of the Loan to keep current its continuous and timely disclosure obligations under applicable securities laws and to generally maintain its reporting issuer status in good standing including, without limitation, payment of fees for services by the Chief Executive Officer and Chief Financial Officer of the Borrower, consistent with past practice.

**ARTICLE 3
INTEREST**

3.01 Interest. The principal amount of the loan outstanding from time to time under the Loan and the amount of overdue interest from time to time shall bear interest at a rate per annum equal to the Lending Rate.

3.02 Calculation of Interest. Interest on the outstanding principal amount and on the amount of overdue interest thereon from time to time, if any, shall accrue from day to day from and including the date of the Loan or the date on which such payment of overdue interest was due, as

the case may be, but excluding the date on which such loan or such overdue interest, as the case may be, is repaid in full (both before and after maturity and as well before and after judgment) and shall be calculated on the basis of the actual number of days elapsed divided by 365 or by 366 in the case of a leap year.

3.03 Payment of Interest. Interest, calculated at the aforesaid rate and in the aforesaid manner on the unpaid portion from time to time outstanding under the Loan Facility shall accrue commencing on the date hereof and shall be payable to the Lender on the Termination Date.

ARTICLE 4 REPAYMENTS AND PREPAYMENTS

4.01 Repayment of the Loan. The principal amount outstanding under the Loan, together with all accrued and unpaid interest and other amounts payable, shall be due and payable in full by the Borrower to the Lender on the Termination Date in Canadian funds.

4.02 Prepayments. The Borrower may prepay any amount outstanding under the Loan without bonus or penalty in whole or part upon two (2) Business Days prior notice to the Lender.

ARTICLE 5 CONVERSION OF LOAN

5.01 Optional Conversion of Loan

- (a) At any time prior to the Maturity Date, the Lender may convert all or a portion of the outstanding Loan plus all accrued and unpaid interest thereon to the date of conversion, into Common Shares at the Conversion Price.
- (b) The Lender may exercise such right to convert in whole or in part into Common Shares by surrendering such Loan Documents to the Borrower at its principal office in the City of Toronto, together with written notice in form and substance satisfactory to the Borrower.
- (c) Upon the exercise of its right of conversion, the Lender shall surrender such Loan Documents to the Borrower, and the Borrower shall cancel the same and shall forthwith issue and deliver to the Lender a new Loan Document in an aggregate principal amount equal to the unconverted part of the principal amount of the Loan so surrendered.
- (d) The Common Shares issued upon conversion (the “**Conversion Shares**”) shall rank only in respect of dividends declared in favour of holders of record of Common Shares on or after the date of conversion or such later date as such Lender shall become the holder of record of such Common Shares pursuant to subsection 6.1(b), from which applicable date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable Common Shares.

5.02 Delivery of Share Certificates

- (a) The Lender shall be entitled to be entered in the books of the Borrower as at the date of conversion as the holder of the number of Conversion Shares into which the Loan is convertible in accordance with the provisions of this Article 5 and, within five (5) Business Days of the conversion, the Borrower shall deliver to the Lender a share certificate or certificates for such Conversion Shares.
- (b) The Borrower shall not issue fractional shares upon conversion but shall issue the next highest whole number of shares otherwise to be issued after all necessary calculations in this Article 5 have been completed.

5.03 Reclassification

In the case of any reclassification of the Common Shares at any time outstanding or change of the Common Shares into some other shares, in case of a Corporate Reorganization of the Borrower (other than a Corporate Reorganization which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into some other shares), all only as permitted hereunder, the Lender shall be entitled to receive upon conversion, and shall accept, in lieu of the number of Conversion Shares to which it was theretofore entitled upon such conversion, the kind and amount of shares and other securities or property which such Lender would have been entitled to receive as a result of such Corporate Reorganization if, on the effective date thereof, it had been the registered holder of the number of Common Shares to which it was theretofore entitled upon conversion. If necessary, appropriate adjustments shall be made in the application of the provisions set forth in this Article 6 with respect to the rights and interests thereafter of the Lender to the end that the provisions set forth in this Article 6 shall thereafter correspondingly be made applicable as nearly as may be possible in relation to any shares or other securities or property thereafter deliverable upon the conversion of this Loan. Any such adjustments shall be made by and set forth in a supplemental agreement hereto approved by the board of directors of the Borrower and shall for all purposes be conclusively deemed to be an appropriate adjustment.

5.04 Adjustment of Conversion Price.

- (a) The Conversion Price in effect at any date shall be subject to adjustment from time to time as in this Section 5.04 provided, with the proviso that the events giving rise to an adjustment be only as permitted hereunder.
- (b) If and whenever the Borrower shall (i) subdivide or redivide the outstanding Common Shares into a greater number of shares; (ii) reduce, combine or consolidate the outstanding Common Shares into a smaller number of shares; or (iii) issue any Common Shares or securities convertible into or exchangeable for Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend (other than any stock dividends constituting dividends paid in the ordinary course) the number of Common Shares which may be acquired pursuant to Section 5.01 in effect on the effective date of

such subdivision, redivision, reduction, combination or consolidation or on the record date for such issue of Common Shares by way of a stock dividend, as the case may be, shall be increased, in the case of the events referred to in (i) and (iii) above, in the proportion which the number of Common Shares outstanding before such subdivision, redivision or dividend bears to the number of Common Shares outstanding after such subdivision, redivision or dividend, or shall be decreased, in the case of the events referred to in (ii) above, in the proportion which the number of Common Shares outstanding before such reduction, combination, or consolidation bears to the number of Common Shares outstanding after such reduction, combination or consolidation, and the Conversion Price shall be adjusted accordingly. Any such issue of Common Shares by way of a stock dividend shall be deemed to have been made on the record date fixed for such stock dividend for the purpose of calculating the number of outstanding Common Shares under this Section 5.04(b) or Section 5.04(d).

- (c) In the case of any reclassification (other than a reclassification referred to in Section 5.04) of, or other change in, the outstanding Common Shares into which the Loan is convertible (other than a subdivision, redivision, reduction, combination or consolidation), the number of Conversion Shares which may be acquired pursuant to Section 5.01 and the Conversion Price shall be adjusted in such manner as the board of directors of the Borrower, with the approval of the Lender, determine to be appropriate on a basis consistent with this Section 5.04.
- (d) The Lender shall from time to time immediately after the occurrence of any event which requires an adjustment or re-adjustment as provided in this Section 5.04, deliver a certificate of the Borrower to the Lender specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

5.05 Borrower to Reserve Shares

The Borrower covenants with the Lender that it will at all times reserve and keep available out of its authorized shares, such maximum number of Common Shares and other shares (as applicable) as shall be issuable upon the conversion of the Loan. The Borrower covenants with the Lender that all Conversion Shares which shall be so issuable shall be duly and validly issued as fully-paid and non-assessable.

ARTICLE 6 SECURITY

6.01 Grant of Security Interest.

As general continuing collateral security for the due payment and performance of any and all present and future obligations of the Lender to the Borrower, the Borrower hereby grants a Lien as and by way of a fixed and floating Lien to and in favour of the Lender, in any and all of the undertaking, property and assets of the Borrower, real and personal, moveable and

immoveable, of whatsoever nature and kind whatsoever, now owned or hereafter acquired, including, without limitation, all present and future income, money, inventory, equipment, goods, chattel paper, documents of title, intangibles, revenues, rents, supplies, materials, credits, bank accounts, accounts, book debts, negotiable and non-negotiable Instruments, shares, stocks, bonds, debentures, securities, choses in action, proceeds of insurance, contracts, agreements, goodwill, trademarks, patents and patent rights, processes, inventions, franchises, powers, privileges, licenses and all other property and things of value, real or personal, tangible or intangible, legal or equitable, which the Borrower may be possessed of, or entitled, to or which may at any time hereafter be acquired by the Borrower, save and except for the last day of any term reserved by any lease now held or hereafter acquired by the Borrower (collectively, referred to as the "Secured Property") and the Borrower shall stand possessed of any such reservation in trust for the exclusive benefit of the Lender and to assign and dispose thereof as the Lender may direct. For purposes of this Agreement, "Lien" means any mortgage, hypothec, title retention, pledge, lien, claim, trust, assignment as security, right of set-off, charge, security interest or other encumbrance whatsoever, whether fixed or floating and howsoever created or arising.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties. To induce the Lender to enter into this agreement, the Borrower hereby represents and warrants to the Lender as follows and acknowledges and confirms that the Lender is relying upon such representations and warranties in providing the Loan hereunder:

- (a) **Status and Power.** The Borrower is a corporation duly incorporated and organized and validly subsisting under the laws of the jurisdiction of its incorporation and is duly qualified, registered or licensed in all jurisdictions where such qualifications, registration or licensing is required to the extent that it is material. The Borrower has all requisite corporate capacity, power and authority to own, hold under licence or lease its properties, to carry on its business as now conducted and to otherwise enter into, and carry out the transactions contemplated by the Loan Documents.
- (b) **Authorization and Enforcement of Documents.** All necessary action, corporate or otherwise, has been taken by the Borrower to authorize the execution, delivery and performance of the Loan Documents and the Borrower has duly executed and delivered each Loan Document. Each Loan Document is a legal, valid and binding obligation of the Borrower enforceable against the Borrower by the Lender in accordance with its terms.
- (c) **Compliance with Other Instruments.** The execution, delivery and performance of the Loan Documents and the consummation of the transactions contemplated herein and therein by the Borrower (i) do not and will not conflict with, result in any breach or violation of, or constitute a default under, the terms, conditions or provisions of the articles and bylaws of the Borrower, any law, regulation, judgment, decree or order binding on or applicable to the Borrower and does not require the consent or approval of any other party, or any governmental body,

agency or authority, and (ii) do not and will not constitute a default or Event of Default in respect of any internal commitment, agreement or any other instrument to which the Borrower is now a party or by which it or its assets are otherwise bound, entitling any other party thereto to alleviate the maturity of amounts owing thereunder or to suspend the termination rights of the Borrower thereby.

- (d) **Events of Default.** No Event of Default, and no event which, with the giving of notice or lapse of time would become an event of Default, has occurred or is continuing.
- (e) **Borrower a Resident of Canada.** The Borrower is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
- (j) **No Litigation.** There is no suit, action, litigation, arbitration, governmental or other legal proceeding in existence, pending or threatened against or involving the Borrower, and there is not presently outstanding against the Borrower any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator.

7.02 Survival of Representations and Warranties. All of the representations and warranties of the Borrower contained in Section 7.01 shall survive the execution and delivery of this agreement notwithstanding any investigation made at any time by or on behalf of the Lender.

ARTICLE 8 COVENANTS

8.01 Positive Covenants. The Borrower hereby covenants and agrees with the Lender that, so long as there is any outstanding indebtedness or obligations hereunder and unless the Lender otherwise expressly consents in writing:

- (a) **Payment of Obligations.** The Borrower will duly and punctually pay, or cause to be paid, to the Lender all amounts due and payable under this Agreement at the times and places and in the manner provided for herein.
- (b) **Use of Proceeds.** The Borrower shall only use the proceeds of the Loan for the purposes set out in Section 2.04
- (c) **Corporate Existence.** The Borrower shall maintain its corporate existence in good standing and shall not take part in any dissolution, reorganization, amalgamation, merger or any similar proceeding or arrangement.
- (d) **Reporting Issuer Status.** The Borrower shall maintain its reporting issuer status in the jurisdictions in which it has such standings in good standing and shall comply with all applicable requirements relating to such status, including all timely and continuous disclosure requirements.
- (e) **Conduct of Business.** The Borrower shall conduct its business in such a manner so as to comply in all material respects with all applicable laws and regulations.

The Borrower shall carry on and conduct its business in a proper and efficient manner and will keep or cause to be kept proper books of account and shall make therein true and accurate entries of all dealings and transactions in relation to such business, and shall make or cause to be made such books of account available for inspection by the Lender and its representatives during normal business hours.

- (f) **Material Adverse Change.** The Borrower shall promptly notify the Lender of any material adverse change in the financial condition of the Borrower or in the ability of the Borrower to satisfy their obligations under any Loan Document.
- (g) **Taxes and Claims.** The Borrower shall pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its property or any part thereof, as and when the same become due and payable and shall pay all claims of any kind which, if unpaid, would by law become a Lien or charge on any assets or property of the Borrower.
- (h) **Reimbursement.** The Borrower shall reimburse the Lender, on demand, for all reasonable costs, charges and expenses incurred by the Lender or on its behalf in interpreting and enforcing the rights of the Lender under this agreement or any other documentation ancillary to the completion of the transactions contemplated by this agreement including, without limiting the generality of the foregoing, all legal fees and disbursements.
- (i) **Registration of Security.** The Borrower will provide the Lender with such assistance and do such things as the Lender may from time to time request so that the Liens of the Borrower in favour of the Lender hereunder will be and remain registered, recorded or filed from time to time in such manner and in such places as may be necessary in perfecting the security interests constituted thereby.
- (j) **Maintenance of Liens.** The Borrower will fully and effectively maintain and keep maintained the Liens hereby created as valid and effective Liens at all times.
- (k) **Location of Assets.** The Borrower shall give to the Lender prompt written notice of any change in the location of all property and assets of the Borrower.
- (l) **Further Assurances.** The Borrower shall execute and deliver, or cause to be executed and delivered, to Lender such documents and agreements, and shall take or cause to be taken such actions, as the Lender may, from time to time, reasonably request to carry out the terms and conditions of this Agreement.
- (m) **Notice of Default.** The Borrower shall promptly notify the Lender of the occurrence of any Default or Event of Default.

8.02 Negative Covenants. So long as any amounts payable under this Agreement remain unpaid, the Borrower shall not, without the prior written consent of the Lender:

- (a) **Encumbrances.** Create, incur, grant, assume or suffer to exist any Lien on its undertaking, property and assets.

- (b) **Disposal of Assets Generally.** Sell, exchange, lease, release or abandon or other dispose of all or any material part of the Borrower's assets or properties to any person.
- (c) **Change to Business.** Make or permit any material change in the nature of its business as conducted on the date hereof.
- (d) **Transactions With Related Parties.** Enter into any transaction in any transactions with persons not dealing at arm's length with the Borrower except in the ordinary course of, and pursuant to the reasonable requirements of, business and at prices and on terms not less favourable to the Borrower than could be obtained in a comparable arm's length transaction with another person.
- (e) **Not to Amalgamate, etc.** Enter into any transaction (whether by way of reorganization, consolidation, amalgamation, merger, winding-up, consolidation, reorganization, reconstruction, continuance, transfer, sale, lease or otherwise) whereby all or substantially all of its undertaking, properties, rights or assets would become the property of any other person or, in the case of amalgamation or continuance, of the continuing company resulting therefrom.
- (f) **Liquidation, etc.** Take or institute proceedings for the winding-up, liquidation, reorganization or dissolution of the Borrower.
- (g) **Redemption.** Redeem or purchase any of its issued and outstanding securities or make any payment in respect of return of capital thereof.
- (h) **Amend Articles.** Make any amendment to its articles of incorporation.
- (i) **Relocation of Assets.** Locate, or permit to be situated, any material part of its property or assets in any jurisdiction other than the Province of Ontario.
- (j) **Senior Indebtedness.** Create, incur, assume or be liable for any indebtedness that ranks senior in priority to the indebtedness created under this Agreement. For greater certainty, the Lender acknowledges that the Borrower entered into a Loan Agreement dated July 21, 2011 with 1057111 Ontario Limited in the principal amount of \$16,667 and a Loan Agreement dated July 21, 2011 with Mad Hatter Investments Inc. in the principal amount of \$33,334, each of which accrues interest at the Lending Rate until the maturity date of July 31, 2012 and is convertible into Common Shares at the Conversion Price. The Borrower may enter into further unsecured loan arrangements from time to time.
- (k) **Guaranties.** The Borrower shall not make, issue or be or become liable on any guaranty, except in favor of the Lender.
- (l) **Impairment of Security Interests.** The Borrower will not take or fail to take any action which would in any manner impair the value or enforceability of the Lender's security interest in any Secured Property. Further, the Borrower will not

adjust, settle, compromise, amend or modify any of its rights in the Secured Property (other than in the ordinary course of business).

- (m) **Prohibited Contracts.** Except as expressly provided for in this Agreement, the Borrower will not, directly or indirectly, enter into, create, or otherwise allow to exist any contract or other consensual restriction on the ability of the Borrower (i) to repay loans and other indebtedness owing by it to the Lender; or (ii) to transfer any of its assets to Lender (except in accordance with the letter agreement dated July 15, 2010 between the Borrower and Alchemist Entertainment Limited). The Borrower will not amend or permit any amendment to any contract or lease which releases, qualifies, limits, makes contingent or otherwise detrimentally affects the rights and benefits of the Lender under or acquired pursuant to this Agreement as it relates to the Secured Property, other than in the ordinary course of business.

8.03 Lender Entitled to Perform Covenants. If the Borrower shall fail to perform any covenant on its part contained in Section 8.01, the Lender may, in its discretion, perform any of the said covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make such payments (in which event such payment(s) shall be deemed to be part of the Loan and shall be added to the principal amount outstanding thereunder) but shall be under no obligation so to do.

ARTICLE 9 DEFAULT AND REMEDIES

- 9.01 Events of Default.** Upon the occurrence of any one or more of the following events:
- (a) the non-payment of any amount due hereunder which is not paid within five (5) Banking Days after written notice to do so by the Lender;
 - (b) the failure by the Borrower to use the proceeds of the Loan as set out in Section 2.04;
 - (c) the Borrower commits an act of bankruptcy; or the Borrower become bankrupt or insolvent, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or the Borrower shall apply for or consent to the appointment of any receiver, trustee or similar officer for all or any part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower and such appointment shall continue undischarged for a period of 30 days; or the Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, readjustment of debt, liquidation or similar proceeding (including the making of a proposal) relating to it under the Bankruptcy and Insolvency Act (Canada) or other legislation of Canada or any of its provinces with respect to bankruptcy or insolvency or under the laws of any other jurisdiction; or any such proceeding shall be instituted (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, readjustment of debt, liquidation or similar proceeding (including the making of a proposal) relating to

him under the Bankruptcy and Insolvency Act (Canada) or other legislation of Canada or any of its provinces with respect to bankruptcy or insolvency or under the laws of any other jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower and shall remain undismissed for a period of thirty days;

- (d) any representation or warranty made by the Borrower in this agreement proves to have been incorrect in any material respect when made or furnished;
- (e) the breach or failure of due observance or performance by the Borrower of any covenant or provision of any Loan Document other than those heretofore dealt with in this Section 9.01, or of any other document, agreement or instrument delivered pursuant hereto or referred to herein which is not remedied by the Borrower within fifteen (15) Banking Days after written notice to do so by the Lender;
- (f) the default by the Borrower in the payment, when due, of any indebtedness for borrowed money and such default has not been waived within the applicable cure period by applicable person(s), or if such indebtedness is accelerated or otherwise becomes due and payable prior to the stated maturity thereof;
- (g) if any creditor of the Borrower takes any action to realize upon any assets of the Borrower, unless the same is being actively or diligently contested by the Borrower in good faith; or
- (h) if there occurs, in the opinion of the Lender, acting reasonably, a materially adverse change in the financial condition or operation of the Borrower;

the Lender may, by notice to the Borrower, declare all indebtedness of the Borrower to the Lender pursuant to this agreement to be immediately due and payable whereupon all such indebtedness shall immediately become and be due and payable and the Loan shall immediately become enforceable without further demand or other notice of any kind, all of which are expressly waived by the Borrower. The Lender shall thereafter be entitled to take any action, remedy or proceeding authorized pursuant to the Loan Documents, at law or in equity.

9.02 Additional Remedies.

Without limiting the generality of the foregoing, upon any Event of Default which is continuing, it shall be lawful for the Lender to make any sale, lease or other disposition of the Secured Property either for cash or upon credit or partly for one and partly for the other upon such conditions as to terms of payment as it in its absolute discretion may deem proper (in accordance with applicable Laws) and to sue the Borrower for any deficiency remaining. In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Lender and the Borrower, the Lender shall have, both before and after Default which is continuing, all the rights and remedies of a secured party under the *Personal Property Security Act* (Ontario) and any other applicable law as may from time to time be in effect. The Lender shall not be liable or accountable for any failure to exercise its remedies, take possession

of, collect, realize, sell or otherwise dispose of the Secured Property or any part thereof or to institute any proceedings for such purposes. Furthermore, the Lender shall have no obligation to take any steps to preserve rights against prior parties to any instrument or chattel paper whether Secured Property or proceeds thereof, whether or not in the possession of the Lender, and shall not be liable or accountable for failure to do so.

ARTICLE 10 MISCELLANEOUS

10.01 Waivers and Amendments. No failure or delay by the Lender in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of any power or right hereunder preclude its further exercise or the exercise of any other power or right. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant or condition of this agreement is not a waiver of any subsequent default and any indulgence by the Lender with respect to any failure to strictly observe, perform or comply with any term, covenant or condition of this agreement is not a waiver of the entire term, covenant or condition or any subsequent default. Any term, covenant, agreement or condition of this agreement may only be amended with the unanimous consent of all of the parties hereto or compliance therewith may only be waived (either generally or in a particular instance and either retroactively or prospectively) by the Lender.

10.02 Notices. All notices and other communications provided for herein shall be in writing and shall be personally delivered to the addressee or if the addressee is a corporation, to an officer or other responsible employee of the addressee, or sent by telefacsimile or other direct written electronic means, charges prepaid, at or to the applicable addresses or telefacsimile numbers, as the case may be, set opposite the party's name on a signature page hereof or at or to such other address or addresses, telefacsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission.

10.03 Severability. Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

10.04 Successors and Assigns. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, administrators, successors and permitted assigns.

10.05 Assignment. Neither this agreement nor the benefit thereof may be assigned by the Borrower. The rights and obligations of the Lender hereunder may be assigned or participated by the Lender in whole or in part without the consent of the Borrower.

10.06 Further Assurances. The Borrower shall do, execute and deliver or shall cause to be done, executed or delivered all such further acts, documents and things as the Lender may reasonably request for the purpose of giving effect to this agreement and to each and every provision hereof.

10.07 Entire Agreement. This agreement and the agreements referred to herein and delivered pursuant hereto constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof.

10.08 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

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

ENTHRIVE INC.

Per: 
Authorized Signing Officer

2300 Yonge Street
Suite 1704
Toronto, Ontario M4P 1E4

Fax: (416) 583-5776

LIVEREEL MEDIA CORPORATION

Per: 
Authorized Signing Officer

2300 Yonge Street
Suite 1710
Toronto, Ontario M4P 1E4

Fax: (416) 361.1537

LIVEREEL MEDIA CORPORATION

CODE OF ETHICS

FOR

CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER OR CONTROLLER AND PERSONS PERFORMING SIMILAR FUNCTIONS

General Philosophy

The honesty, integrity and sound judgment of LiveReel Media Corporation (“LiveReel” or the “Company”) Chief Executive Officer, Chief Financial Officer or Controller and persons performing similar functions (collectively the “Principal Officers”) is fundamental to our reputation and success. The professional and ethical conduct of the Principal Officers is essential to the proper functioning and success of LiveReel.

Applicability

This Code of Ethics shall apply to LiveReel’s Principal Officers.

Standards of Conduct

To the best of their knowledge and ability, the Principal Officers shall:

- act with honesty and integrity, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- provide full, fair, accurate, timely, and understandable disclosure in reports and documents that LiveReel files with, or submits to, the Securities and Exchange Commission (“Commission”) and in other public communications made by LiveReel;
- comply with applicable governmental laws, rules and regulations;
- promote the prompt internal reporting of violations of this Code of Ethics to LiveReel’s board of directors and outside legal counsel;
- respect the confidentiality of information acquired in the course of employment;
- maintain the skills necessary and relevant to LiveReel’s needs; and
- proactively promote ethical and honest behavior among employees of LiveReel and its subsidiary.

All Principal Officers are expected to adhere to the LiveReel Code of Ethics. Any violation of this Code of Ethics will be subject to appropriate discipline, up to and including dismissal from the Company and prosecution under the law. The board of directors shall have responsibility for administration of this Code of Ethics and shall have the sole and absolute discretionary authority to approve any deviation or waiver from this Code of Ethics for Principal Officers. In the event that a waiver of, modification of and/or change to this Code of Ethics is approved and granted, then the notice of the waiver, modification, and/or change shall be disclosed as may be required by SEC rules or the rules of any exchange on which the securities of the Company are then trading.

CERTIFICATION

I, Jason D. Meretsky certify that:

1. I have reviewed this annual report on Form 20-F of LiveReel Media Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 25, 2011

/s/ Jason D. Meretsky

Jason D. Meretsky
Chief Executive Officer

CERTIFICATION

I, J. Stephen Wilson certify that:

1. I have reviewed this annual report on Form 20-F of LiveReel Media Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 25, 2011

/s/ J. Stephen Wilson

J. Stephen Wilson
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report on Form 20-F of LiveReel Media Corporation for the year ended June 30, 2011, as filed with the Securities and Exchange Commission, I hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The annual report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the annual report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

Date: November 25, 2011

/s/ Jason D. Meretsky

Jason D. Meretsky
Chief Executive Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report on Form 20-F of LiveReel Media Corporation, for the year ended June 30, 2011, as filed with the Securities and Exchange Commission, I hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The annual report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the annual report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

Date: November 25, 2011

/s/ J. Stephen Wilson

J. Stephen Wilson
Chief Financial Officer

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

LIVEREEL MEDIA CORPORATION

Consolidated Financial Statements

For the Years Ended June 30, 2011 and 2010

(Expressed in Canadian Dollars)

INDEX

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Schwartz Levitsky Feldman llp
CHARTERED ACCOUNTANTS
LICENSED PUBLIC ACCOUNTANTS
TORONTO · MONTREAL

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders of LiveReel Media Corporation

We have audited the accompanying consolidated financial statements of LiveReel Media Corporation, which comprise the consolidated balance sheets as at June 30, 2011 and June 30, 2010, and the consolidated statements of operations, shareholders' equity (deficiency), comprehensive loss and statement of cash flows for each of the years in the three year period ended June 30, 2011, and 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 consolidated financial statements in accordance with Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards and with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' 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 auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated 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 consolidated 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 consolidated financial statements present fairly, in all material respects, the financial position of LiveReel Media Corporation as at June 30, 2011 and June 30, 2010, and its financial performance and its cash flows for the years ended June 30, 2011, 2010 and 2009 in accordance with Canadian generally accepted accounting principles.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 2 in the consolidated financial statements which describes matters and conditions that indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

"SCHWARTZ LEVITSKY FELDMAN LLP"

Toronto, Ontario
October 12, 2011

Chartered Accountants
Licensed Public Accountants

2300 Yonge Street, Suite 1500
Toronto, Ontario M4P 1E4
Tel: 416 785 5353
Fax: 416 785 5663

LiveReel Media Corporation

Consolidated Balance Sheets
(Expressed in Canadian Dollars)

		As at June 30,	
	Note	2011	2010
Assets			
Current			
Cash		\$ 8,596	\$ 144,006
Other assets	3	68,560	39,323
		<u>\$ 77,156</u>	<u>\$ 183,329</u>
Liabilities			
Current			
Accounts payable and accrued liabilities	4	\$ 142,000	\$ 57,681
Shareholders' Equity (Deficiency)			
Capital stock	5	7,880,660	6,728,846
Contributed surplus		347,699	293,370
Warrants	6	-	1,146,081
Deficit and comprehensive loss		<u>(8,293,203)</u>	<u>(8,042,649)</u>
		<u>(64,844)</u>	<u>125,648</u>
		<u>\$ 77,156</u>	<u>\$ 183,329</u>

Going concern (Note 2)

Related party transactions (Note 11)

Commitments and contingencies (Note 12)

Subsequent Events (Note 17)

Approved by the Board "Jason Meretsky" Director "Janice Barone" Director
(signed) (signed)

The accompanying notes form an integral part of these consolidated financial statements.

LiveReel Media Corporation

Consolidated Statements of Operations and Comprehensive Loss
(Expressed in Canadian Dollars)

	Note	For the Years Ended June 30,		
		2011	2010	2009
Revenue				
Interest income		\$ -	\$ -	\$ 4,901
Total Revenue		\$ -	\$ -	\$ 4,901
Expenses				
Loss on investments	7	\$ -	\$ -	\$ 854,858
Consulting expense	8 & 11	165,000	92,500	93,581
Professional fees		40,410	48,883	59,354
Shareholders' information		20,428	11,137	11,610
Office and general	11	15,786	44,547	75,911
Foreign exchange loss (gain)		8,220	33,851	(175,838)
Bank charges and interest		710	1,609	1,685
		<u>250,554</u>	<u>232,527</u>	<u>921,161</u>
Net loss and comprehensive loss for the year		\$ (250,554)	\$ (232,527)	\$ (916,260)
Net loss per share - basic and diluted	9	\$ (0.01)	\$ (0.02)	\$ (0.07)
Weighted average number of shares outstanding		<u>21,227,300</u>	<u>14,696,744</u>	<u>13,721,744</u>

The accompanying notes form an integral part of these consolidated financial statements.

LiveReel Media Corporation
Consolidated Statements of Cash Flows
(Expressed in Canadian Dollars)

	For the Years Ended June 30,		
	2011	2010	2009
Cash flows from operating activities			
Net loss for year	\$ (250,554)	\$ (232,527)	\$ (916,260)
Items not affecting cash			
Loss on investments	\$ -	\$ -	\$ 854,858
Stock based compensation	-	-	33,581
Writedown of production advances	-	-	-
Amortization of investment in film and television programs	-	-	-
Effect of changes in:			
Other assets	(29,237)	(27,249)	44,288
Accounts payable and accrued liabilities	84,319	(33,626)	(93,238)
	<u>(195,472)</u>	<u>(293,402)</u>	<u>(76,771)</u>
Cash flows from investing activities			
Investment in exchange traded securities	-	-	(854,858)
Cash flows from financing activities			
Exercise of warrants	60,062		
Proceeds from shares issued to exercise stock options	-	39,000	-
	<u>60,062</u>	<u>39,000</u>	<u>-</u>
Decrease in cash	(135,410)	(254,402)	(931,629)
Cash, beginning of year	144,006	398,408	1,330,037
Cash, end of year	<u>\$ 8,596</u>	<u>\$ 144,006</u>	<u>\$ 398,408</u>
Supplemental Disclosures			
Interest paid	-	-	-
Income taxes paid	-	-	-

The accompanying notes form an integral part of these consolidated financial statements.

LiveReel Media Corporation**Consolidated Statement of Shareholders' Equity (Deficiency)**
(Expressed in Canadian Dollars)

For the Years Ended June 30, 2011, 2010 and 2009

	<u>Number of Shares</u>	<u>Share Capital</u>	<u>Warrants</u>	<u>Contributed surplus</u>	<u>Deficit and Comprehensive Loss</u>	<u>Shareholders' Equity (Deficiency)</u>
Balance June 30, 2009	<u>13,721,744</u>	<u>6,656,256</u>	<u>1,146,081</u>	<u>\$ 326,951</u>	<u>7,810,122</u>	<u>\$ 319,175</u>
Net loss	-	-	-	-	(232,527)	(232,527)
Exercise of stock options	3,900,000	72,581	-	(33,581)	-	39,000
Balance June 30, 2010	<u>17,621,744</u>	<u>\$ 6,728,846</u>	<u>\$ 1,146,081</u>	<u>\$ 293,370</u>	<u>\$ 8,042,649</u>	<u>\$ 125,648</u>
Net loss	-	-	-	-	(250,554)	(250,554)
Value of warrants exercised	-	1,091,752	(1,091,752)	-	-	-
Shares issued on exercise of warrants	5,900,000	60,062	-	-	-	60,062
Value of warrants expired	-	-	(54,329)	54,329	-	-
Balance June 30, 2011	<u>23,521,744</u>	<u>\$ 7,880,660</u>	<u>\$ -</u>	<u>\$ 347,699</u>	<u>\$ 8,293,203</u>	<u>\$ (64,844)</u>

The accompanying notes form an integral part of these consolidated financial statements.

1. NATURE OF OPERATIONS

LiveReel Media Corporation (the "Company") is a fully integrated entertainment company engaged in the financing, development, licensing, production and distribution of feature films, television series, television movies and non-fiction programming.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These consolidated financial statements are prepared in Canadian dollars in accordance with Canadian generally accepted accounting principles, which conform, in all material respects, with accounting principles generally accepted in the United States of America, except as disclosed in Note 16.

Going concern

Management has prepared these consolidated financial statements in accordance with Canadian Generally Accepted Accounting Principles ("GAAP") applicable to a going concern, which contemplates that assets will be realized and liabilities discharged in the normal course of business as they come due. The Company has accumulated significant losses since its inception and has incurred significant costs trying to establish its presence in various ventures. To this point, all operational activities and the overhead costs have been funded from the available cash and short term investments and by equity issuances. These conditions indicate that there could be substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

The Company has a working capital deficit of approximately \$65,000 and an accumulated deficit of approximately \$8.3 million. The Company's ability to continue as a going concern is dependent upon its ability to access sufficient capital until it has profitable operations. The Company has facilitated funding for its subsequent fiscal year through the issuance of short-term debt (see note 17) to assist with the Company's working capital requirements. These financial statements do not reflect the adjustments to the carrying values of assets and liabilities and the reported expenses and balance sheet classifications that would be necessary if the Company was unable to realize its assets and settle its liabilities as a going concern in the normal course of operations. Such adjustments could be material.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiary – LiveReel Productions Corporation ("LRPC").

LRPC holds titles to the film properties and distribution rights acquired and is in the business of licensing, developing, producing and distributing films and television programs.

All intercompany balances and transactions have been eliminated on consolidation.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition

Revenue from the licensing of film and television programs is recognized when:

- i. the Company has persuasive evidence of a contractual arrangement;
- ii. the production has been completed;
- iii. the contractual delivery arrangements have been satisfied;
- iv. the licensing period has commenced and the customer can begin its exploitation, exhibition or sale;
- v. the fee is fixed or determinable; and
- vi. collectibility of proceeds is reasonably assured.

Revenue from the theatrical release of feature films is recognized at the time of exhibition based on the Company's participation in box office receipts, provided that all of the foregoing conditions are met.

Cash payments received are recorded as deferred revenue until all the foregoing conditions of revenue recognition have been met.

Investment in Film and Television Programs

Investment in film and television programs includes the unamortized costs of film and television programs which have been produced by the Company or for which the Company has acquired distribution rights, libraries acquired as part of acquisitions of companies, and film and television programs in progress and in development. This investment was impaired in prior years and has been fully provided for.

For film and television programs produced by the Company, capitalized costs include all direct production and financing costs, capitalized interest and production overhead. For acquired film and television programs, these capitalized costs consist of minimum guarantee payments to acquire the distribution rights.

Costs of acquiring and producing film and television programs and of acquired libraries are amortized using the individual-film-forecast method, whereby these costs are amortized. Participation and residual costs are accrued in the proportion that the current year's revenue bears to management's estimate of ultimate revenue at the beginning of the current year expected to be recognized from the exploitation, exhibition or sale of the film or television programs. Ultimate revenue includes estimates over a period not to exceed ten years following the date of initial release or from the date of delivery of the first episode for episodic television series. For titles included in acquired libraries, ultimate revenue includes estimates over a period not to exceed twenty years following the date of acquisition.

The valuation of investment in film and television programs is reviewed on a title-by-title basis, when an event or change in circumstances indicates that the recoverable value of a film or television program is less than its unamortized cost. Additional amortization is recorded in the amount by which the unamortized costs exceed the estimated fair value of the film or television program. The fair value of the film or television program is determined using management's future revenue and cost estimates and a discounted cash flow approach. Estimates of future revenue involve measurement uncertainty and it is therefore possible that reductions in the carrying value of investment in film and television programs may be required as a consequence of changes in management's future revenue estimates.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Foreign Currency Translation

The functional currency of the Company is the Canadian dollar. Monetary assets and liabilities are translated at exchange rates in effect at the balance sheet date. Non-monetary assets are translated at the historical exchange rates which were in effect when they were acquired. Revenue and expenses are translated at the approximate average rate of exchange for the year, except that amortization is translated at the rates used to translate related assets. The resulting gains or losses on translation are included in operations.

Future Income Taxes

The Company follows the asset and liability method of accounting for income taxes. Under this method, future income tax assets and liabilities are determined based on temporary differences between financial reporting and tax bases of assets and liabilities, as well as for the benefit of losses available to be carried forward to future years for tax purposes. Future income tax assets and liabilities are measured using substantively enacted tax rates and laws that will be in effect when the differences are expected to reverse. Future income tax assets are recognized in the financial statements if realization is considered more likely than not. A valuation allowance against future tax assets is provided to the extent that the realization of these future tax assets is not more likely than not.

Stock-Based Compensation

The Company follows a fair value based method of accounting for all Stock-based Compensation and Other Stock-based Payments to employees and non-employees. The fair value of all share purchase options is expensed over their vesting period with a corresponding increase to contributed surplus. Upon exercise of share purchase options, the consideration paid by the option holder, together with the amount previously recognized in contributed surplus, is recorded as an increase to share capital. The Company uses the Black-Scholes option valuation model to calculate the fair value of share purchase options at the date of grant.

The market value of the Company's share on the date of issuance of shares under any stock compensation plan is considered as fair value of the shares issued.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Loss Per Share

Basic loss per share is calculated by dividing net loss (the numerator) by the weighted average number of common shares outstanding (the denominator) during the period. Diluted loss per share reflects the dilution that would occur if outstanding stock options and share purchase warrants were exercised or converted into common shares using the treasury stock method and are calculated by dividing net loss applicable to common shares by the sum of the weighted average number of common shares outstanding and all additional common shares that would have been outstanding if potentially dilutive common shares had been issued.

The inclusion of the Company's stock options and share purchase warrants in the computation of diluted loss per share would have an anti-dilutive effect on loss per share and are therefore excluded from the computation. Consequently, there is no difference between basic loss per share and diluted loss per share.

Use of estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Significant estimates include recoverability of assets and fair value of stock based compensation. Actual results could differ from those estimates. Some of the key areas where estimates and assumptions are normally used include valuation of warrants and options, and recording of accruals.

Financial Instruments

The CICA Handbook Section 3862 – "Financial Instruments – Disclosure", requires an entity to classify fair value measurements in accordance with an established hierarchy that prioritizes the inputs in valuation techniques used to measure fair value. The levels and inputs which may be used to measure fair value are as follows:

- Level 1 – fair values are based on quoted prices in active markets for identical assets or liabilities;
- Level 2 – fair values are based on inputs other than quoted prices that are observable for the asset or liability, either directly (as prices) or indirectly (derived from prices); or
- Level 3 – applies to assets and liabilities for inputs that are not based on observable market data, which are unobservable inputs.

Cash is classified as a level 1 input.

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Business combinations

In January 2009, the CICA issued Section 1582, "Business Combinations", Section 1601, "Consolidations", and Section 1602, "Non-Controlling Interests". These sections replace the former Section 1581, "Business Combinations", and Section 1600, "Consolidated Financial Statements", and establish a new section for accounting for a non-controlling interest in a subsidiary.

Sections 1582 and 1602 will require net assets, non-controlling interests and goodwill acquired in a business combination to be recorded at fair value and non-controlling interests will be reported as a component of equity. In addition, the definition of a business is expanded and is described as an integrated set of activities and assets that are capable of being managed to provide a return to investors or economic benefits to owners. Acquisition costs are not part of the consideration and are to be expensed when incurred. Section 1601 establishes standards for the preparation of consolidated financial statements.

The company adopted these standards effective fiscal year 2010.

Future Accounting Pronouncements

International Financial Reporting Standards ("IFRS")

In January 2006, the CICA's Accounting Standards Board ("AcSB") formally adopted the strategy of replacing Canadian GAAP with IFRS for Canadian enterprises with public accountability. The current conversion timetable calls for financial reporting under IFRS for accounting periods commencing on or after January 1, 2011. On February 13, 2008 the AcSB confirmed that the use of IFRS will be required in 2011 for publicly accountable profit-oriented enterprises. For these entities, IFRS will be required for interim and annual financial statements relating to fiscal years beginning on or after January 1, 2011.

Effective July 1, 2011 the Company will adopt IFRS as the basis for preparing its consolidated financial statements which will require re-statement for comparative purposes of amounts reported by the Company for the year ended June 30, 2011. The Company will prepare its financial statements for the quarter ended September 30, 2011 in accordance with IFRS, which will include comparative data for the prior year also prepared in accordance with IFRS.

The initial phase of implementation included conceptual application of the new rules, analysis of the Company's accounting data and assessment of key areas that may be impacted. The Company has assessed the adoption of IFRS for fiscal 2012 and currently, the financial reporting impact of the transition to IFRS is not expected to be significant.

Other accounting pronouncements with future effective dates are not expected to have a significant impact on the financial reporting of the Company.

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3. OTHER ASSETS

	<u>2011</u>	<u>2010</u>
Taxes recoverable	\$ 53,359	\$ 24,831
Deposits and prepayments (a)	15,201	14,492
	<u>\$ 68,560</u>	<u>\$ 39,323</u>

(a) Deposits and prepayments at June 30, 2011 are for an extension of the Company's director's and officer's insurance policy entered into May 2011, which extended the coverage to June 2012. The costs of the policy are expensed on a straight line basis over the life of the policy.

4. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	<u>2011</u>	<u>2010</u>
Accounts payable (a)	\$ 85,310	\$ 5,141
Accruals (b)	24,150	20,000
Production advances (c)	32,540	32,540
	<u>\$ 142,000</u>	<u>\$ 57,681</u>

(a) As at June 30, 2011 and 2010, accounts payable were regular trade payables incurred in the normal course of business.

(b) Accruals at June 30, 2011 and 2010 are for estimated audit and consulting fees.

(c) Production advances were received from two production companies towards script and screen play development. A former director and officer of the company and a former executive of its subsidiary are among the owners of one of the production companies, which advanced \$26,540 (2010: \$26,540).

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5. CAPITAL STOCK

a) Authorized: Unlimited number of common shares

b) Issued:

	2011		2010	
	Common Shares	Amount	Common Shares	Amount
Beginning of year	17,621,744	\$ 6,728,846	13,721,744	\$ 6,656,265
Shares issued upon exercise of warrants	5,900,000	60,062	-	-
Shares issued upon exercise of stock options	-	-	3,900,000	39,000
Exercise of Stock Options	-	-	-	33,581
Value of Warrants Exercised	-	1,091,752	-	-
End of Year	<u>23,521,744</u>	<u>\$ 7,880,660</u>	<u>17,621,744</u>	<u>\$ 6,728,846</u>

c) Stock Options:

On July 22, 2008, the board of directors agreed to increase the size of the option pool to 4,000,000 options. In addition, the 900,000 options previously issued to the former Chief Executive Officer were cancelled. Finally, a new grant of 3,900,000 options to the former Chief Executive Officer, at a strike price of \$0.01 per option, expiring July 22, 2013, and fully vested was approved. All of the options granted to the former Chief Executive Officer were exercised in the fiscal year ended June 30, 2010. On October 4, 2010, the remaining 100,000 options issued to the Chief Financial Officer were cancelled.

As a result of the granting of the options described above, the fair value of these options has been estimated, on July 22, 2008, the date of the grant, using a Black-Scholes option price model with the following assumptions:

Risk free interest rate	3.25%
Expected dividend	nil
Expected volatility	129%
Expected life	1826 days
Market price	US\$0.01

The amount of \$33,581 has been accounted for as a stock compensation expense included in consulting expense in the quarter ended September 30, 2008.

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5. CAPITAL STOCK (continued)

The following table summarizes the continuity of the Company's stock options:

	Number of Options	Weighted average exercise price
Outstanding, June 30, 2009	4,000,000	\$ 0.01
Exercised	(3,900,000)	\$ 0.01
Outstanding, June 30, 2010	100,000	\$ 0.15
Cancelled	(100,000)	\$ 0.15
Outstanding, June 30, 2011	-	\$ -

6. WARRANTS

As at June 30,	2011		2010	
	# of warrants	Fair value	# of warrants	Fair value
Issued and outstanding at end of year	-	\$ -	6,193,600	\$ 1,146,081

(a) On November 20, 2010, 5,900,000 warrants were exercised at US\$0.01 per warrant resulting in proceeds of \$60,062. In addition, 293,600 previously issued warrants expired on November 30, 2010. The fair value of the expired warrants were reclassified to Contributed Surplus and the fair value of the exercised warrants was reclassified to Capital Stock as a result of the November transactions.

(b) The shares issuable upon exercise of the warrants issued are restricted in terms of their saleability in accordance with the regulations of the U.S. Securities and Exchange Commission.

7. LOSS ON SHORT TERM INVESTMENTS

During the year ended June 30, 2009, the Company invested excess cash in certain exchange traded securities. This resulted in a loss of approximately \$855,000 being realized during the 2009 fiscal year. No such investments occurred during fiscal 2011 nor 2010.

8. CONSULTING EXPENSE

Consulting expense in 2009 relates to stock based compensation described in Note 5 (c) above and the fees described in Note 11.

Stock based compensation included in consulting expense is nil in 2011 and 2010 (\$33,581 in fiscal 2009).

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9. LOSS PER SHARE

Loss per share is calculated on the weighted average number of common shares outstanding during the year ended June 30, 2011, which were 21,227,300 shares (2010 - 14,696,744; 2009 - 13,721,744).

10. INCOME TAXES

The effective tax rate of Nil (2010 - Nil; 2009 - Nil) for income taxes varies from the statutory income tax rate of approximately 28.5% (2010 - 31%; 2009 - 36%) due to the fact that no tax recoveries have been recorded for losses incurred, as management has determined that it is more likely than not that the losses will be utilized before they expire.

The temporary differences that give rise to future income tax assets and future income tax liabilities are presented below:

	2011	2010	2009
Amounts related to tax loss and credit carry forwards	\$ 883,000	\$ 874,000	\$ 1,238,000
Net future tax assets	883,000	874,000	1,238,000
Less: Valuation allowance	(883,000)	(874,000)	(1,238,000)
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The tax effect (computed by applying the Canadian federal and provincial statutory rates) of the significant temporary differences, which comprise future tax assets and liabilities, are as follows:

	2011	2010	2009
Canadian statutory income tax rate	28.25%	31.00%	36.00%
Income tax recovery at statutory income tax rate	\$ (70,782)	\$ (72,083)	\$ (329,854)
Tax effect of:			
Permanent differences and other	-	(8,645)	12,090
Change in valuation allowance	70,782	80,728	317,764
Income Tax Recovery	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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10. INCOME TAXES (continued)

The Company has carry forward tax losses of approximately \$3.5 million, which may be applied against future taxable income and expire as detailed below. The benefit arising from these losses has not been recorded in the financial statements.

2015	204,000
2016	503,000
2027	536,000
2028	868,000
2029	911,000
2030	260,000
2031	251,000
	<u>\$ 3,533,000</u>

11. RELATED PARTY TRANSACTIONS

Transactions with related parties are incurred in the normal course of business and are measured at the exchange amount. The transactions recorded approximate the fair market value of the transactions. Related party transactions and balances not disclosed elsewhere in the financial statements are:

a) Consulting fees include \$120,000 of fees earned by the largest shareholder (2010 - \$30,000; 2009 – nil) and \$30,000 earned by the new Chief Executive Officer (2010 - \$7,500; 2009 – nil) for various consulting services rendered in the year ended June 30, 2011. \$60,000 of the amount earned by the largest shareholder and \$2,500 of the amount earned by the new Chief Executive Officer in the year ended June 30, 2011 were included in accounts payable at June 30, 2011.

Consulting fees also include \$15,000 paid to the existing Chief Financial Officer for services rendered during the period (2010 - \$ 55,000; 2009 – \$60,000).

b) Professional fees include \$17,594 paid to a law firm affiliated with the Chief Executive Officer for legal services provided in the year ended June 30, 2011. No such fees were paid in the years ended June 30, 2010 and 2009.

c) Office and general expenses include approximately \$nil (2010 - nil; 2009 – \$26,000) of reimbursable expenses to the former Chief Executive Officer for various costs including rent, communications, health benefits, and professional fees.

12. COMMITMENTS AND CONTINGENT LIABILITIES (continued)

(i) The Company's wholly owned subsidiary, LRPC has entered into various film distribution, joint venture and co-producing arrangements under which the Company will co-produce two films, in addition to its current wholly-owned slate of projects. Under these arrangements, co-producers, who will own 50% of the net revenue will contribute half of the development fees to LRPC toward the development of the projects. LRPC will utilize these fees, in conjunction with its own, in order to develop the projects and bring them to maturity. The extent of financial commitments required under these arrangements cannot be reasonably determined at this time.

(ii) On July 15, 2010, the Company granted an option to a third party with whom it negotiated at arm's length to purchase either its wholly owned subsidiary, LRPC, or to sell LRPC's assets and assume its liabilities for \$1.00. The third party has the right to exercise the option at any time after July 15, 2011 until July 15, 2012. The Company also has an option to require the third party to purchase the subsidiary or its assets and assume its liabilities during this 24-month period.

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13. SEGMENTED INFORMATION

The Company has three identifiable segments, namely licensing, production and distribution.

The accounting policies of the segments are same as those described in Note 2. The Company evaluates each segment's performance based on its contribution to consolidated net earnings. There are no inter-segment charges or transactions. The table below presents summarised financial information for the fiscal years ended June 30, 2011, 2010 and 2009.

Geographic Information

The Company operates from one location in Canada. All its assets are located at this location.

Business Segments

	2011				2010				2009			
	Licen.	Prod.	Dist.	Total	Licen.	Prod.	Dist.	Total	Licen.	Prod.	Dist.	Total
Total revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Earnings (losses) from operations	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total assets	-	-	-	-	-	-	-	-	-	-	-	\$ -
Total liabilities	-	32,540	-	32,540	-	32,540	-	32,540	-	32,540	-	\$ 32,540
Reconciliation to Financial Statements												
Revenue												
Total revenue from reportable segments				\$ -				\$ -				\$ -
Other				-				-				4,901
				<u>\$ -</u>				<u>\$ -</u>				<u>\$ 4,901</u>
Net Loss												
Total losses from reportable segments				\$ -				\$ -				\$ -
Other				(250,554)				(232,527)				(916,260)
				<u>\$ (250,554)</u>				<u>\$ (232,527)</u>				<u>\$ (916,260)</u>
Assets												
Total assets used for reportable segments				\$ -				\$ -				\$ -
Other				77,156				183,329				410,482
				<u>\$ 77,156</u>				<u>\$ 183,329</u>				<u>\$ 410,482</u>
Liabilities												
Total liabilities of the reportable segments				\$ 32,540				\$ 32,540				\$ 32,540
Other				109,460				25,141				58,767
				<u>\$ 142,000</u>				<u>\$ 57,681</u>				<u>\$ 91,307</u>

14. FINANCIAL INSTRUMENTS AND CONCENTRATION OF RISKS

The company has classified cash as a held for trading financial instrument and accounts payable and accrued liabilities as other liabilities. The fair value of these financial instruments approximates their carrying value due to their short term nature. The Company is exposed in varying degrees to a number of risks arising from financial instruments. Management's close involvement in the operations allows for the identification of risks and variances from expectations. The Company does not participate in the use of financial instruments to mitigate these risks and has no designated hedging transactions. The Board approves and monitors the risk management processes. The Board's main objectives for managing risks are to ensure liquidity, the fulfilment of obligations, the continuation of the Company's search for new business participation opportunities, and limited exposure to credit and market risks while ensuring greater returns on the surplus funds on hand. There were no changes to the objectives or the process from the prior period. The types of risk exposure and the way in which such exposures are managed are as follows:

(a) Concentration risk:

Concentration risks exist in cash and cash equivalents because significant balances are maintained with one financial institution. The risk is mitigated because the financial institution is a prime Canadian bank.

(b) Exchange rate risk:

The operating results and financial position of the Company are reported in Canadian dollars. A significant part of company's cash is held in US dollars – approximately 9% of total assets at June 30, 2011 (62% as of June 30, 2010). The results of the company's operations are therefore subject to currency transaction and translation risk.

Comparative foreign exchange rates as at June 30, 2011 are as follows:

	June 30,	
	2011	2010
US Dollar to CDN Dollar	0.9645	1.0646

(c) Liquidity risk:

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they become due. The Company ensures there is sufficient capital to meet short term business requirements. One of management's goals is to maintain an optimal level of liquidity through the active management of the assets, liabilities and cash flows.

15. CAPITAL DISCLOSURES

The Company is an Over-The-Counter-Bulletin-Board company currently reviewing investment opportunities and considers the items included in Shareholder's Equity as capital. The Company's objective in managing capital is to ensure sufficient liquidity to pursue potential investments and may raise additional capital through the equity markets as additional capital is required. The Company is not subject to any externally imposed capital requirements and does not presently utilize any quantitative measures to monitor its capital. The Company's capital risk management strategy remains unchanged from the year ended June 30, 2010.

16. DIFFERENCES BETWEEN CANADIAN AND UNITED STATES GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

These financial statements have been prepared in accordance with Canadian generally accepted accounting principles ("Canadian GAAP"). There are no material variations in the accounting principles, practices and methods used in preparing these consolidated financial statements from principles, practices and methods used in the United States ("US GAAP") and in SEC Regulation S-X.

There were no significant differences between Canadian GAAP and US GAAP which had any impact on the consolidated balance sheet and consolidated statement of cash flows.

The following are brief comments on the treatment of certain key items:

(i) Income Taxes

Under Canadian GAAP, future tax assets and liabilities are recorded at substantively enacted tax rates. Under U.S. GAAP, deferred tax assets and liabilities are recorded at enacted rates. There were no significant differences between enacted and substantively enacted rates for the periods presented.

(ii) Accounting for uncertainty in income taxes

U.S. GAAP provides guidance on the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and prescribes a recognition threshold and measurement of a tax position taken or expected to be taken in a tax return.

Recently adopted accounting standards

FASB Accounting Standards Update ("ASU") No. 2010-13 was issued in April 2010, and amends and clarifies ASC 718 with respect to the classification of an employee share based payment award with an exercise price denominated in the currency of a market in which the underlying security trades. This ASU was effective for the third and fourth quarters of fiscal 2011 and did not have a material effect on the Company.

Future Accounting Pronouncements

In January 2010, ASU No. 2010-06 "Fair Value Measurements and Disclosures (Topic 820) Improving Disclosures about Fair Value Measurement" was issued, which provides amendments to Subtopic 820-10 that requires new disclosures as follows:

1. Transfers in and out of Levels 1 and 2. A reporting entity should disclose separately the amounts of significant transfers in and out of level 1 and Level 2 fair value measurements and describe the reasons for the transfers.
2. Activity on Level 3 fair value measurements. In the reconciliation for fair value measurements using significant unobservable inputs (Level 3), a reporting entity should present separately information about purchases, sales, issuances, and settlements (that is, on a gross basis rather than as one net number).

16. DIFFERENCES BETWEEN CANADIAN AND UNITED STATES GENERALLY ACCEPTED ACCOUNTING PRINCIPLES – continued

This Update provides amendments to Subtopic 820-10 that clarify existing disclosures as follows:

1. Level of disaggregation. A reporting entity should provide fair value measurement disclosures for each class of assets and liabilities. A class is often a subset of assets and liabilities within a line item in the statement of financial position. A reporting entity needs to use judgment in determining the appropriate classes of assets and liabilities.
2. Disclosures about inputs and valuation techniques. A reporting entity should provide disclosures about the valuation techniques and input used to measure fair value for both recurring and nonrecurring fair value measurements. These disclosures are required for fair value measurements that fall in either Level 2 or Level 3.

This Update also includes conforming amendments to the guidance on employers' disclosure about postretirement benefit plan assets (Subtopic 715-20). The conforming amendments to Subtopic 715-20 change the terminology from major categories of assets to classes of assets and provide a cross reference to the guidance in Subtopic 820-10 on how to determine appropriate classes to present fair value disclosures. The new disclosure and clarifications on existing disclosures are effective for interim and annual reporting periods beginning after December 15, 2009 except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements. Those disclosures are effective for fiscal years beginning after December 15, 2010 and for interim periods within those fiscal years.

In December 2010, the FASB issued the FASB Accounting Standards Update No. 2010-28 "Intangibles – Goodwill and Other (Topic 350): When to Perform Step 2 of the Goodwill Impairment test for Reporting Units With Zero or Negative Carrying Amounts" (ASU 2010-28). Under ASU 2010-28, if the carrying amount of a reporting unit is zero or negative, an entity must assess whether it is more likely than not that goodwill impairment exists. To make that determination, an entity should consider whether there are adverse qualitative factors that could impact the amount of goodwill, including those listed in ASC 350-20-35-20. As a result of the new guidance, an entity can no longer assert that a reporting unit is not required to perform the second step of the goodwill impairment test because the carrying amount of the reporting unit is zero or negative, despite the existence of qualitative factors that indicate goodwill is more likely than not impaired. ASU 2010-28 is effective for public entities for fiscal years, and for interim periods within those years, beginning after December 15, 2010, with early adoption prohibited.

In December 2010, the FASB issued the FASB Accounting Standards Update No 2010-29 "Business Combinations (Topic 805): Disclosure of Supplementary Pro Forma Information for Business Combinations" (ASU 2010-29"). ASU 2010-29 specifies that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination(s) that occurred during the year had occurred as of the beginning of the comparable prior annual reporting period only. The amendments in the Update also expand the supplemental pro forma disclosures under Topic 805 to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The amended guidance is effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. Early adoption is permitted.

The company will transition to IFRS (see Note 2) on July 1, 2011 and will no longer be required to prepare a reconciliation to US GAAP. Accordingly, the Company has not assessed the impact of adopting future US accounting pronouncements with an application date of July 1, 2011 or beyond in its financial statements and disclosures.

16. DIFFERENCES BETWEEN CANADIAN AND UNITED STATES GENERALLY ACCEPTED ACCOUNTING PRINCIPLES – continued

Future U.S. accounting policy changes

(i) Accounting of Transfers of Financial Assets an amendment of FASB No. 140

In June 2009, FASB issued Statement No. 166, Accounting of Transfers of Financial Assets an amendment of FASB No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities. This statement is now known as ASC 860. This Statement improves the relevance, representational faithfulness, and comparability of the information that a reporting entity provides in its financial statements about a transfer of financial assets; the effects of a transfer on its financial position, financial performance, and cash flows; and a transferor's continuing involvement, if any, in transferred financial assets. The Board undertook this project to address (1) practices that have developed since the issuance of FASB Statement No. 140, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities, that are not consistent with the original intent and key requirements of that Statement and (2) concerns of financial statement users that many of the financial assets (and related obligations) that have been derecognized should continue to be reported in the financial statements of transferors. This Statement must be applied as of the beginning of each reporting entity's first annual reporting period that begins after November 15, 2009, for interim periods within that first annual reporting period and for interim and annual reporting periods thereafter. Earlier application is prohibited. The Company does not believe that the new standard will have any material impact to the Company's consolidated financial statements.

(ii) Variable interest entities an Amendment to FASB Interpretation No.46(R)

In June 2009, FASB issued Statement No. 167, Amendment to FASB Interpretation No.46(R). This Statement improves financial reporting by enterprises involved with variable interest entities. The Board undertook this project to address (1) the effects on certain provisions of FASB Interpretation No. 46 (revised December 2003), Consolidation of Variable Interest Entities, as a result of the elimination of the qualifying special-purpose entity concept in FASB Statement No. 166, Accounting for Transfers of Financial Assets, and (2) constituent concerns about the application of certain key provisions of Interpretation 46(R), including those in which the accounting and disclosures under the Interpretation do not always provide timely and useful information about an enterprise's involvement in a variable interest entity. This Statement shall be effective as of the beginning of each reporting entity's first annual reporting period that begins after November 15, 2009, for interim periods within that first annual reporting period, and for interim and annual reporting periods thereafter. Earlier application is prohibited. The Company does not believe that the new standard will have any material impact to the Company's consolidated financial statements.

17. SUBSEQUENT EVENTS

The Corporation entered into a Loan Agreement dated July 21, 2011 with its controlling shareholder for the principal amount of \$50,000 having a term of 1-year and bearing interest at 10% per annum, payable annually in arrears, and convertible into common shares of the Corporation at \$0.10 per share.

