

I hereby certify this to be a true copy of
the original order
Dated this 15 day of Sept, 2008
[Signature]
for Clerk of the Court

Action No. 0601-09869

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

**VECKENSTEDT HOLDINGS INC., HERB VECKENSTEDT,
FRED PIPER, JOAN PIPER, LIPOTH CONSULTING AND
PAUL LIPOTH**

Plaintiffs

- and -

**INTEGRA INVESTMENT SERVICE LTD. and
RUNDLE DEVELOPMENT CO-OPERATIVE**

Defendants

**BEFORE THE HONOURABLE
MADAM JUSTICE C.A. KENT
IN CHAMBERS**

) **AT THE CALGARY COURTS CENTRE,**
) **IN THE CITY OF CALGARY, IN THE**
) **PROVINCE OF ALBERTA, ON**
) **MONDAY THE 15th DAY OF**
) **SEPTEMBER, 2008.**

ORDER

UPON THE APPLICATION of Ernst & Young Inc. (the "Receiver"); **AND UPON**
HAVING read the Affidavit of Neil Narfason (the "Narfason Affidavit"), filed; **AND UPON**
HEARING the representations of Counsel for the Receiver; Age Care Health Services Inc. (the
"Purchaser") and other legal counsel attending at the hearing of this application, and hearing no
objection from any of the other parties served;

IT IS HEREBY ORDERED THAT:

1. Service of this application is hereby declared to be good and sufficient;
2. The Purchase and Sale Agreement between the Receiver and Age Care Health
services Inc. or such nominee as it may designate (the "Purchaser") entered into on

July 24, 2008, (the "Sale Agreement"), a copy of which is attached as Exhibit "A" to the Affidavit of Neil Narfason, filed, is hereby approved and confirmed;

3. The Receiver is authorized to take all further steps and actions and execute all other instruments and documents necessary to complete the transaction contemplated by the Sale Agreement;
4. The sale of the Property (as defined in the Sale Agreement) to be purchased by the Purchaser as set out in the Sale Agreement shall vest title in the Property in the Purchaser free and clear of any and all claims and encumbrances, except those arising by or through the Purchaser and the Permitted Encumbrances noted in Schedule "A" hereto;
5. Upon receipt of a copy of this Order, the Registrar of the Land Titles Office shall cancel the existing Certificate of Title to the Property and to issue a new Certificate of Title in the name of the Purchaser free and clear of all registered encumbrances, except those Permitted Encumbrances set out in Schedule "A" hereto;
6. The interests of Integra, its affiliates and of the Receiver or anyone claiming through them in the Property shall be and are forever barred and extinguished;
7. The Registrar of the Land Titles Office shall register this Order notwithstanding the provisions of s. 191.1 of the *Land Titles Act*;
8. The Receiver and the Purchaser are hereby authorized and given leave to apply to this Honourable Court for any Order as may be required or necessary to give effect to the terms of this Order and to give effect to the terms of the Sale Agreement;
9. The Receiver is hereby authorized to distribute the net proceeds within 45 days of receipt from the Purchaser as follows:
 - a) Payment to the Agent representing 5% of the amount of the Purchase Price;

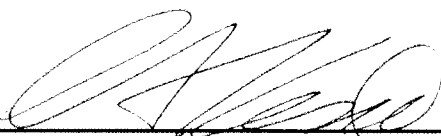
b) Payment to the Condominium Corporation for condominium corporation arrears (in an amount to be agreed upon by the Receiver and the Condominium Corporation or fixed by the Court if necessary);

c) Payment to the City of Calgary for property tax arrears (in an amount to be agreed upon by the Receiver and the City of Calgary or fixed by the Court if necessary);
and

d) Payment to the Mortgage Investors in the MRI Project in accordance with the PDM (as defined in the Sixth Report of the Receiver, dated December 4, 2007).

10. Service of this Order may be dispensed with except on the Purchaser and on the parties completing the attendance sheet at this application;

11. Service of this Order may be effected by facsimile transmission, e-mail or courier delivery, and where so effected shall be deemed received on the date transmission was confirmed or the date when the courier was sent to the address of the recipient. Service as affected aforesaid shall be good and sufficient.



J.C.Q.B.A.

Entered this 15 day of September, 2008.

V.A. BRANDT 
Clerk of the Court

SCHEDULE A

PERMITTED ENCUMBRANCES

The Permitted Encumbrances are:

<u>Registration Number</u>	<u>Date</u>	<u>Particulars</u>
991 221 944	04/08/1999	Restrictive Covenant
991 332 707	15/11/1999	Encumbrance Encumbrancee - Sundance Place Business Park Owners Association Ltd. 55 Sunpark Plaza SE Calgary Alberta T2X 2R4

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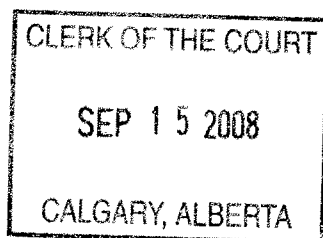
**VECKENSTEDT HOLDINGS INC., HERB
VECKENSTEDT, FRED PIPER, JOAN
PIPER, LIPOTH CONSULTING and PAUL
LIPOTH**

PLAINTIFFS

- and -

**INTEGRA INVESTMENT SERVICE LTD.
and RUNDLE DEVELOPMENT
CO-OPERATIVE**

DEFENDANTS



ORDER

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
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Calgary, Alberta T2P 4H2

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File No.: 413255-05