

COURT FILE NUMBER 1201-06934
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

APPLICANTS **IN THE MATTER OF THE COMPANIES' CREDITORS
 ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended
 AND IN THE MATTER OF THE BUSINESS CORPORATIONS
 ACT, R.S.A. 2000, c. B-9
 AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075
 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**

DOCUMENT **ORDER
 (Lethbridge Lands Sale Approval and Vesting Order)**

ADDRESS FOR SERVICE AND CONTACT
 INFORMATION OF PARTY
 FILING THIS DOCUMENT **NORTON ROSE CANADA LLP
 400 3rd Avenue SW, Suite 3700
 Calgary, Alberta T2P 4H2**

Phone: +1 403.267.8222
 Fax: +1 403.264.5973

Attention: Randal Van de Mosselaer

File No. 284891

DATE ON WHICH ORDER WAS PRONOUNCED **October 29, 2012**

NAME OF JUSTICE WHO MADE THIS ORDER **The Honourable Mr. Justice R. ^G~~B~~ Stevens**

UPON THE APPLICATION of the Monitor and 1252064 Alberta Ltd., ("125"); **AND
 UPON** having read the Fourth Report of the Monitor dated October 26, 2012 (the "**Monitor's
 Report**"), and the pleadings and proceedings filed herein; **AND UPON** hearing from counsel for
 the Applicants, the Monitor, and from any other affected parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this notice of this Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

APPROVAL OF TRANSACTION:

2. The Commercial Real Estate Purchase Contract (the "**APA**") between Prism Real Estate Investment Corp. (the "**Purchaser**") and 125, as amended by an amending agreement between the Purchaser and the Monitor on behalf of 125, which APA is attached as Appendix "A" to the Monitor's Report, including the purchase and sale of those lands municipally described as 1401 28 Street N, Lethbridge, Alberta (the "Lethbridge Lands") and defined in the APA as the "Property", is hereby approved and ratified. The Monitor and the Purchaser are further authorized to make non material amendments to the APA.
3. The Monitor is hereby authorized to conclude the transaction contemplated by the APA (the "**Transaction**") and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein.

VESTING OF LETHBRIDGE LANDS

4. Upon closing of the Transaction, all of 125's right, title and interest, in and to the Lethbridge Lands shall, without further instrument of transfer or assignment, vest in the Purchaser as contemplated by the APA, absolutely and forever, free and clear of and from any and all claims by, through, or under 125, and any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of 125 whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as "the Claims") whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated

organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants") including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceeding.

5. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever to any Claimants in respect of any Claims they may have against 125.
6. The Transaction shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") or any other applicable federal or provincial legislation, and the Transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
7. Any legislation affecting sales in bulk in all jurisdictions does not apply to the Transaction, and the Transaction may be completed without compliance with: (a) the provisions of Section 60 of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, as amended, and any similar provisions in personal property security legislation in force in any province in which the Companies carry on business; and (b) Section 244 of the BIA.
8. Nothing in this Order shall prejudice any person's *in personam* claim against 125.
9. The Monitor is hereby authorized and directed to:
 - (a) perform the covenants in the APA substantially in accordance with its terms, subject to such amendments as the Monitor and the Purchaser may approve which do not materially and adversely alter the Transaction;

(b) execute all deeds and documents, and to take all such steps as may be necessary or advisable in his sole discretion to consummate the Transaction;

10. Upon delivery of a certified copy of this Order to the Registrar of the Alberta Land Titles Office ("the Registrar") and a written request from 125 or 125's counsel to do so, the Registrar is hereby authorized, requested, and directed to cancel the existing Certificate of Title against the lands (the "Lethbridge Lands") located in the City of Lethbridge and standing under certificates of title numbers 121 077 843 and 121 077 843 +1 and legally described as:

PARCEL 1:

PLAN 7710509

BLOCK 6

LOT 2

EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	ACRES	MORE
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OR LESS

SUBDIVISION	1210907	2.47	6.10	
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EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

PARCEL 2:

PLAN 1210907

BLOCK 6

LOT 22

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.47 HECTARES (6.1 ACRES) MORE OR LESS

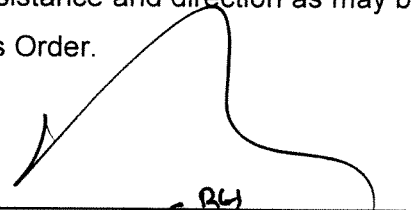
and to issue new Certificates of Title for the Lethbridge Lands in the name of the Purchaser's nominee, namely, Prism Income Fund GP 1 Inc., c/o 228, 1935 - 32nd Avenue N.E., Calgary, AB T2E 7C8 (the "New Titles"), which New Titles shall be subject only to those encumbrances ("the Permitted Encumbrances") listed on Schedule "A" hereto.

11. The Registrar shall perform the steps specified in paragraph 10 of this Order:

(a) in the order specified in paragraph 10 of this Order; and

(b) notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L-4.

12. Upon the Registrar completing the steps identified in paragraphs 10 and 11 of this Order, the Registrar shall forthwith make available to the Purchaser's counsel a certified copy of the New Titles.
13. This Order shall be registered by the Registrar notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.
14. 125 and the Monitor are hereby authorized and directed to pay the sale proceeds of \$3,500,000 under the APA to the first mortgagee of the Lethbridge Lands, namely, IMOR Capital Corp. by October 31, 2012.
15. Service of this Order is dispensed with except upon those parties present at the hearing of this Application, and any parties who were provided with notice of this Application.
16. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body in the United States of America or any other foreign courts to act in aid of and to be complimentary to this Court in carrying out the terms of this Order.
17. The Monitor is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

A handwritten signature in black ink, appearing to read 'R. Stevens', is written over a horizontal line. The signature is stylized with a large, sweeping loop.

The Honourable Mr. Justice R. Stevens
Of the Court of Queen's Bench of Alberta