I hereby certify this to be a true copy of
the original Order
Dated this 11 day of April 2013
for Clerk of the Court

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**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins/Walker W. MacLeod Suite 3300, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Phone: 403-260-3531/403-260-3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca File: 027052-444385

CLERK OF THE COURT
FILED
APR 11 2013
JUDICIAL CENTRE
OF CALGARY

DATE ON WHICH ORDER PRONOUNCED:	**April 9, 2013**
JUDICIAL DISTRICT WHERE ORDER PRONOUNCED:	**Calgary, Alberta**
JUDGE PRONOUNCING THIS ORDER:	**Justice K.D. Yamauchi**

ORDER

UPON THE APPLICATION of the Ernst & Young Inc. (the "**Monitor**"), in its capacity as the court appointed monitor of Harvest Capital Management Inc. ("**HCMI**"); **AND UPON** having read the Sixth Report of the Monitor dated April 3, 2013 (the "**Sixth Monitor's Report**"), and the pleadings and proceedings filed herein; and upon reading the Affidavit of Service of Marcia Smith, sworn April 9, 2013 (the "**Service Affidavit**"); **AND UPON** hearing from counsel for 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 Agreement dated March 28, 2013 (the "**Purchase Agreement**") between Type Three Investments Inc. or its nominee (the "**Purchaser**") and HCMI for the purchase and sale of those lands identified in Schedule "**A**" hereto (the "**Lands**") is hereby approved and ratified.

3. The Monitor is hereby authorized to conclude the transactions contemplated by the Purchase Agreement (collectively, the "**Transactions**") and to take all such steps and execute all such documents as may reasonably be necessary to complete the Transactions, and the Monitor and the Purchaser are further authorized to make non material amendments to the Purchase Agreement as may be agreed to by the Monitor and the Purchaser.

VESTING OF THE LANDS

4. Upon closing of the Transactions, all of HCMI's right, title and interest, in and to the Lands shall, without further instrument of transfer or assignment, vest in the Purchaser as contemplated by the Purchase Agreement, absolutely and forever, free and clear of and from any and all claims by, through, or under HCMI, 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 HCMI 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 Monitor is authorized and directed to distribute the sale proceeds received by the Monitor pursuant to the Purchase Contract, net of commissions and other adjustments, to:

(a) First, to the Royal Bank of Canada in an amount sufficient to indefeasibly repay all secured obligations owing by HCMI to the Royal Bank of Canada; and

(b) Thereafter, to the various beneficiaries of the Administration Charge (as that term is defined in the Initial Order issued in the within proceedings on June 7, 2012, as subsequently amended and restated).

6. The Transactions 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* (Canada), the *Fraudulent Preference Act* (Alberta) or any other applicable federal or provincial legislation, and the Transactions, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.

7. Nothing in this Order shall prejudice any person's *in personam* claim against HCMI.

8. The Monitor is hereby expressly authorized and directed to:

(a) Perform the covenants in the Purchase Agreement substantially in accordance with its terms, subject to such amendments as the Monitor and the Purchaser may agree to; and

(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 Transactions.

9. Upon delivery of a certified copy of this Order to the Registrar of the Alberta Land Titles Office the Registrar is hereby authorized, requested, and directed to cancel the existing Certificate of Title against the Lands and to issue new Certificates of Title for the Lands in the name of the Purchaser namely, Type Three Properties Inc., c/o #4, 4002 – 9th Avenue S.W., Lethbridge, Alberta, T1H 6T8 or its nominee (the "**New Title**"), which New Title shall be subject only to those encumbrances (the "**Permitted Encumbrances**") listed on Schedule "**B**" hereto.

10. The Registrar shall perform its various obligations under this Order notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L-4.

11. 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 Title.

12. 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.

13. 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.

J.C.Q.B.A.

SCHEDULE "A"

CONDOMINIUM PLAN 0414358

UNIT 19

AND 672 UNDIVIDED ONE THEN THOUSANDTH SHARES IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: CITY OF LETHBRIDGE

SCHEDULE "B"

PERMITTED ENCUMBRANCES

REGISTRATION NO.	DATE	PARTICULARS
041 461 156	06/12/2004	PARTY WALL AGREEMENTS BETWEEN UNITS – SEE INSTRUMENT