

COURT FILE NUMBER 1201-06934

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANTS

I hereby certify this to be a true copy of the original order

Dated this 15 day of Dec. 2014

[Signature]
for Clerk of the Court

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

ADDRESS FOR SERVICE
AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

ORDER

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DATE ON WHICH ORDER WAS PRONOUNCED:

December 12, 2014

LOCATION OF HEARING OR TRIAL:

Calgary, Alberta

NAME OF JUDGE WHO MADE THIS ORDER:

Justice J. Strekaf

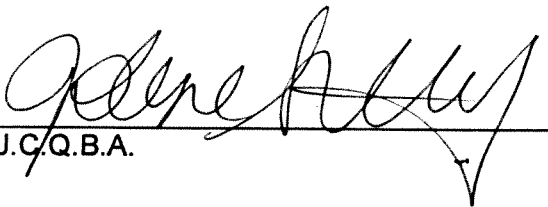
UPON THE APPLICATION of Ernst & Young Inc. (the "**Receiver**"), in its capacity as court appointed receiver and manager of 1330075 Alberta Ltd. (the "**Debtor**") pursuant to the order issued by Mr. Justice G. C. Hawco in the within proceedings on September 30, 2013 (the "**Receivership Order**"); **AND UPON** having read the fifth report of the Receiver, dated December 5, 2014 (the "**Fifth Receiver's Report**"); **AND UPON** having read the Affidavit of Service of Marcia Smith, sworn December 9, 2014 (the "**Service Affidavit**"); **AND UPON** hearing counsel for the Receiver, and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of the Notice of Application in respect of this Order (the "**Application**") and the Fifth Receiver's Report, in the manner described in the Affidavit of Service, is hereby abridged and deemed good and sufficient and this Application is properly returnable today, and no other persons are entitled to be served with or given notice of the Application or served with a copy of the Fifth Receiver's Report.
2. The Receiver is hereby authorized and empowered to pay any and all outstanding property taxes, up to a maximum amount of \$66,356 plus any interest, fees and other charges accruing thereon, that are owed by the Debtor to the Town of Calmar with respect to the lands legally described in Appendix "A" to this Order ("**Calmar Lot 1**").
3. The Receiver is hereby authorized and empowered to pay any and all outstanding property taxes, up to a maximum amount of \$35,825 plus any interest, fees or other charges accruing thereon, that are owed by the Debtor to the Town of Calmar with respect to the lands legally described in Appendix "B" to this Order ("**Calmar Lot 2**").
4. The Receiver shall be entitled to charge and collect interest on all amounts paid by it in respect of the outstanding property taxes and any interest, fees or other charges that are owed in respect of the Calmar Lot 1 and Calmar Lot 2 at a fixed annual interest rate of 7.0% per annum, calculated daily.
5. The Receiver shall be reimbursed any and all amounts paid by it in satisfaction of the outstanding property taxes, interest, fees and other charges associated with Calmar Lot 1, and all interest accruing thereon pursuant to and in accordance with the terms of this Order (the "**Calmar Lot 1 Tax Obligations**") upon the closing of the sale of Calmar Lot 1 and the Receiver's right to receive reimbursement of the Calmar Lot 1 Tax Obligations from the sale of the Calmar Lot 1 shall be and hereby is secured by way of a fixed and specific charge against Calmar Lot 1 (the "**Calmar Lot 1 Tax Charge**"). The Calmar Lot 1 Tax Charge shall rank in priority to all security interests, mortgages, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any person against Calmar Lot 1, and for greater certainty, the Calmar Lot 1 Tax Charge shall have priority over any and all charges created pursuant to any and all Orders granted in the within proceedings other than the Receiver's Charge (as such term is defined in the Receivership Order) but including the Receiver's Borrowing Charge (as such term is defined in the Receivership Order).

6. The Receiver shall be reimbursed any and all amounts paid by it in satisfaction of the outstanding property taxes, interest, fees and other charges associated with Calmar Lot 2, and all interest accruing thereon pursuant to and in accordance with the terms of this Order (the "**Calmar Lot 2 Tax Obligations**") upon the closing of the sale of Calmar Lot 2 and the Receiver's right to receive reimbursement of the Calmar Lot 2 Tax Obligations from the sale of the Calmar Lot 2 shall be and hereby is secured by way of a fixed and specific charge against Calmar Lot 2 (the "**Calmar Lot 2 Tax Charge**"). The Calmar Lot 2 Tax Charge shall rank in priority to all security interests, mortgages, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any person against Calmar Lot 2, and for greater certainty, the Calmar Lot 2 Tax Charge shall have priority over any and all charges created pursuant to any and all Orders granted in the within proceedings other than the Receiver's Charge (as such term is defined in the Receivership Order) but including both the Receiver's Borrowing Charge (as such term is defined in the Receivership Order) and the UDI Mortgage Application Charge (as such term is defined in the order issued by the Honourable Madam Justice B.E.C. Romaine in the within proceedings on September 6, 2013).

7. Service of this Order by email, facsimile, registered mail, courier, regular mail, or personal delivery to the persons listed on the Service List shall constitute good and sufficient service of this Order and no persons other than those listed on the Service List are entitled to be served with a copy of this Order.


J.C.Q.B.A.

APPENDIX "A"

CALMAR LOT 1

Plan 0522859

Block 1

Lot 1

Excepting thereout all mines and minerals

Area: 21.5 hectares (53.13 acres) more or less

APPENDIX "B"

CALMAR LOT 2

Plan 0522859

Block 1

Lot 2

Excepting thereout all mines and minerals

Area: 30.9 hectares (76.63 acres) more or less