CLERK OF THE COURT
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JUDICIAL CENTRE
OF CALGARY

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., 13300 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**
DOCUMENT	**ORDER (Vesting of ASI 17th Avenue Shares)**
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: 027052-441175

I hereby certify this to be a true copy of
the original Order
Dated this 9 day of Sept. 2013
for Clerk of the Court

DATE ON WHICH ORDER PRONOUNCED:	**September 6, 2013**
JUDICIAL DISTRICT WHERE ORDER PRONOUNCED:	**Calgary, Alberta**
JUDGE PRONOUNCING THIS ORDER:	**Justice B.E.C. Romaine**

UPON THE APPLICATION of Ernst & Young Inc. (the "**Monitor**"), in its capacity as the court appointed monitor of 1252064 Alberta Ltd. (the "**Vendor**"); **AND UPON** having read the Eighth Report of the Monitor dated August 29, 2013 (the "**Eighth Monitor's Report**"), and the pleadings and proceedings filed herein; **AND UPON** reading the Affidavit of Service of Marcia Smith, sworn September 6, 2013 (the "**Service Affidavit**"); **AND UPON** hearing from counsel for the Monitor, and from any other affected parties that may be present;

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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, if necessary, and deemed good and sufficient in the manner described in the Service Affidavit and this Application is properly returnable today.

APPROVAL OF TRANSACTION

2. The Share Purchase, Unanimous Shareholder Termination and Release Agreement, dated August 14, 2013 between 1210560 Alberta Ltd., 1252064 Alberta Ltd., ASI 17th Avenue Corp., Vincenti Enterprises Ltd. and Frank L. Lonardelli, substantially in the form attached as Appendix "**E**" to the Eighth Monitor's Report (the "**Purchase Agreement**"), be and is hereby approved and ratified. Unless otherwise defined herein, all capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.

3. The Monitor is hereby authorized, for and on behalf of the Vendor, 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 Vendor, the Purchaser, ASI 17th Avenue, Vincenti and Lonardelli are further authorized to make non-material amendments to the Purchase Agreement as may be agreed to by each of them.

VESTING OF THE ASI 17TH AVENUE SHARES

4. Upon the delivery of a certificate from the Monitor certifying that all of the Transactions have been concluded and are closed, all of the Vendor's right, title, estate and interest in and to the ASI 17th Avenue Shares 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 the Vendor, 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 the Vendor 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) any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.

5. The proceeds from the sale of the ASI 17th Avenue Shares shall stand in the place and stead of the ASI 17th Avenue Shares and all Claims shall attach to the proceeds from the sale of the ASI 17th Avenue Shares with the same priority as they had with respect to the ASI 17th Avenue Shares immediately prior to the sale, as if the ASI 17th Avenue Shares had not been sold and remained in the possession or control of the Vendor immediately prior to the sale. The Monitor is authorized and directed to hold the proceeds received by the Monitor pursuant to the Purchase Agreement pending further order of this Honourable Court, provided, however, that the Monitor may make payment from the proceeds 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. Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Vendor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Vendor;

the Transactions and the vesting of the ASI 17th Avenue Shares in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Vendor and shall not be void or voidable by creditors of the Vendor, nor shall they constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

(a) perform the covenants (for and on behalf of the Vendor) in the Purchase Agreement substantially in accordance with its terms, subject to such amendments as may be agreed 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.

8. 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.

9. 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.

10. 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.