COURT FILE NUMBER	1201-15153
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT(S)	ERNST & YOUNG INC. IN ITS CAPACITY AS COURT APPOINTED MONITOR OF 1252064 ALBERTA LTD., AND NOT IN ITS PERSONAL CAPACITY
RESPONDENT(S)	WEST SPRINGS VILLAGE LIMITED PARTNERSHIP AND WEST SPRINGS VILLAGE GENERAL PARTNER INC.
DOCUMENT	**CLAIMS PROCESS AND PARTNERSHIP WIND-UP 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 - 7th 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

CLERK OF THE COURT
FILED
DEC 07 2012
JUDICIAL CENTRE

I hereby certify this to be a true copy of the original Order
Dated this 7 day of Dec 2012
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: **December 6, 2012**

LOCATION OF HEARING OR TRIAL: **Calgary, Alberta**

NAME OF JUDGE WHO MADE THIS ORDER: **Justice K.D. Yamauchi**

UPON THE APPLICATION of Ernst & Young Inc. in its capacity as court appointed monitor (the "**Monitor**") of 1252064 Alberta Ltd. (the "**Debtor**") to establish a claims process in respect of West Springs Village Limited Partnership ("**WSV LP**") and West Springs Village General Partner Inc. ("**WSV GP**", and WSV LP and WSV GP collectively referred to as the "**Partnership**") as outlined in Appendix "**A**" hereto (the "**Claims Process**"); **AND UPON** having read the Originating Application, filed on November 28, 2012 (the "**Application**") and the supporting affidavit of H. Neil Narfason, sworn November 28, 2012 (the "**Supporting Affidavit**"); **AND UPON** hearing the Affidavit of Service of Angie Brisebois, sworn December 3, 2012 (the "**Service Affidavit**"); **AND UPON** hearing counsel for the Monitor, and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of the Application and the Supporting Affidavit in the manner described in the Service Affidavit is validated as of November 29, 2012, the Application is properly returnable today and no Persons other than those on the service list are entitled to notice of the Application. Capitalized terms used herein or not otherwise defined shall have the meaning ascribed hereto in the claims process attached as Appendix "**A**" hereto (the "**Claims Process**").

APPROVAL OF CLAIMS PROCESS

2. The Claims Process set forth Appendix "**A**" for determining Claims of Creditors is hereby approved and the Monitor is authorized and directed to implement the Claims Process.

3. The form of Instruction Letter, Proof of Claim and Newspaper Notice, set forth in the attached Appendix "**B**", Appendix "**C**" and Appendix "**D** respectively, are hereby approved.

CLAIMS DATE

4. Unless a Creditor has filed a Proof of Claim in respect of a Claim in accordance with this Order and the Claims Process on or before the Claims Date, the Monitor, for and on behalf of the Partnership, shall be entitled, without the necessity of further notice and without making further enquiry in respect of any Claims, to distribute the Net Sale Proceeds and the other assets of the Partnership in accordance with the Act.

FILING OF PROOFS OF CLAIM

5. A Proof of Claim shall be deemed timely filed only if delivered by registered mail, personal delivery, courier, e-mail (in PDF format) or facsimile transmission so as to actually be received by the Monitor on or before the Claims Date.

NOTICE OF TRANSFEREES

6. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Partnership as the holder of the Claim transfers or assigns that Claim to another Person, the Monitor shall not be required to give notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of transfer or

assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim in accordance with the provisions of the Claims Process.

7. If a Creditor or any subsequent holder of a Claim who has been acknowledged by the Monitor as the holder of the Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. The Monitor shall not, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim provided such Creditor may, by notice in writing delivered to the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and, in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor in accordance with the provisions of the Claims Process.

NOTICE AND COMMUNICATION

8. Except as otherwise provided herein, the Monitor may deliver any notice or other communication to be given under this Order to Creditors or other interested Persons by forwarding true copies thereof by ordinary mail, courier, personal delivery, facsimile or e-mail to such Creditors or Persons at the address last shown on the books and records of the Partnership, and that any such notice by courier, personal delivery, facsimile or e-mail shall be deemed to be received on the next Business Day following the date of forwarding thereof, or, if sent by ordinary mail on the third Business Day after mailing within Alberta, the fifth Business Day after mailing within Canada, and the tenth Business Day after mailing internationally.

9. Any notice or other communication to be given under this Order by a Creditor to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by registered mail, courier, e-mail (in PDF format), personal delivery or facsimile transmission addressed to:

Ernst & Young Inc., Monitor of 1252064 Alberta Ltd.
Attention: Ms. Jessica Caden
Ernst & Young Tower
1000, 440 - 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: jessica.caden@ca.ey.com
Fax: (403) 206-5075

10. In the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day then such notice or communication shall be required to be delivered on the next Business Day.

CLOSING OF THE SALE AGREEMENT

11. Upon the closing of the Sale Agreement and expiration of the Claims Date, the Monitor shall file the Closing Certificate and shall thereafter be authorized and empowered to:

(a) Distribute the Net Sale Proceeds and the other assets of the Partnership to Persons in accordance with their entitlement under the Act; and

(b) Wind-up and dissolve the Partnership. In this regard the Monitor is authorized to execute and deliver for and on behalf of the Partnership all filings, notices, certificates as may be required to fully effectuate the winding-up and dissolution of the Partnership.

12. The Monitor may make an interim distribution of the Net Sale Proceeds or assets of the Partnership in the event that the Monitor determines it necessary or advisable to do so.

13. If the distribution to any Person is returned undeliverable or uncashed (each, an "**Undeliverable Payment**"), the Monitor shall have no further obligation in respect of such Undeliverable Payment unless the Monitor is provided with the current mailing address of the Person entitled to receive the Undeliverable Payment. In the event that the Monitor is not provided with the current mailing address of such Person by the date that is six (6) months from the date that the Undeliverable Payment is sent, the Monitor may distribute the Undeliverable Payment to other Persons in accordance with their respective entitlement thereto under the Act and without any personal liability therefor.

GENERAL

14. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which Proofs of Claim are completed and executed and may, if satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of the Claims Process and this Order as to the completion and execution of Proofs of Claim.

15. References in this Order to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

16. Notwithstanding the terms of this Order, the Monitor or any interested Person may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or modify the Claims Process or this Order.

"Justice K.D. Yamanuchi"
J.C.Q.B.A.

APPENDIX "A"
CLAIMS PROCESS

DEFINITIONS

1. For purpose of this Claims Process the following terms shall have the following meanings:

(a) "**Act**" means the *Partnership Act*, R.S.A. 2000, c. P-3, as amended from time to time;

(b) "**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Calgary, Alberta;

(c) "**Claim**" means any right or claim of any Person that may be asserted or made in whole or in part against the Partnership, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including, without limitation, by reason of the commission of a tort (intentional or unintentional) by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including, without limitation, any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action whether existing at present or commenced in the future, together with any other rights or claims of any kind, but does not include an Equity Claim;

(d) "**Claims Date**" means 5:00 p.m. (Mountain Time) on January 18, 2013 or such other date as may be ordered by the Court;

(e) "**Claims Package**" means the document package which shall include a copy of the Instruction Letter, a Proof of Claim and such other materials as the Monitor considers necessary or appropriate;

(f) "**Claims Process**" means the procedures outlined herein in connection with the assertion of Claims against the Partnership:

(g) "**Claims Process Order**" means the Order granted by Justice K.D. Yamauchi of the Alberta Court of Queen's Bench on December 3, 2012 approving the Claims Process;

(h) "**Closing Certificate**" means a certificate prepared by the Monitor that certifies that the transactions contemplated by the Sale Agreement have been completed and the consideration due to the Partnership pursuant to the Sale Agreement has been paid to the Monitor;

(i) "**Closing Date**" has the meaning ascribed to it in the Sale Agreement;

(j) "**Court**" means the Court of Queen's Bench of Alberta;

(k) "**Creditor**" means any Person asserting a Claim;

(l) "**Debtor**" means 1252064 Alberta Ltd.;

(m) "**Equity Claim**" has the meaning ascribed to it in the *Companies' Creditors Arrangement Act,* S.C. 1985, c. C-36, as amended from time to time;

(n) "**Instruction Letter**" means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as Appendix "**B**";

(o) "**Known Creditors**" means Creditors which the books and records of the Partnership disclose were owed money or the performance of obligations by the Partnership, which obligations remain unpaid in whole or in part;

(p) "**Monitor**" means Ernst & Young Inc., in its capacity as the Court-appointed Monitor of the Debtor, and not in its personal capacity or corporate capacity;

(q) "**Net Sale Proceeds**" means the cash consideration paid to the Partnership upon the closing of the Sale Agreement, net of closing adjustments, commissions, fees, disbursements and payable costs, including, without limitation, the fees and disbursements payable to the Monitor and its legal counsel;

(r) "**Newspaper Notice**" means the notice of the Claims Process to be published in the newspapers in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Appendix "**D**";

(s) "**Partnership**" means WSV LP and WSV GP;

(t) "**Person**" shall be broadly interpreted and includes an individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, corporation, unincorporated association or organization, syndicate, committee, the government or a country or any political subdivision thereof, or any agency, board, tribunal, commission, bureau, instrumentality or department of such government or political subdivision, or any other entity, however designated or constituted, and the trustees, executors, administrators, or other legal representatives of any individual;

(u) "**Proof of Claim**" means the form to be completed and filed by a Creditor setting forth its Claim, which proof of claim shall be substantially in the form attached to the Claims Process Order as Appendix "**C**";

(v) "**Sale Agreement**" means the agreement of purchase and sale between First Capital Acquisition Corp., as purchaser, and WSV GP and WSV LP, as vendors, and dated August 21, 2012, as same may be amended, modified, supplemented or assigned from time to time;

(w) "**Website**" means the website established by the Monitor and located at www.ey.com/ca/foundationgroup;

(x) "**WSV GP**" means West Springs Village General Partner Inc.; and

(y) "**WSV LP**" means West Springs Village Limited Partnership.

NOTICE OF CLAIMS PROCESS

2. The Monitor shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail, courier, facsimile or email on or prior to December 14, 2012.

3. The Monitor shall cause the Newspaper Notice to be published in the *Calgary Herald* on or prior to December 14, 2012.

4. The Monitor shall cause the Claims Package to be posted on the Receiver's Website commencing on or prior to December 14, 2012.

5. The Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material as soon as practicable.

FILING OF PROOFS OF CLAIM

6. Every Creditor asserting a Claim against the Partnership shall set out its aggregate Claim in a written Proof of Claim and deliver that Proof of Claim so that it is received by the Monitor no later than the Claims Date.

7. Any Creditor who fails to deliver a Proof of Claim to the Monitor by the Claims Date shall not be entitled to receive a distribution of the Net Sales Proceeds of the other assets of the Partnership from the Monitor.

8. Any Claim set out in a Proof of Claim shall be denominated in Canadian dollars, failing which such Claim shall be converted to and shall constitute obligations in Canadian dollars and such calculation will be effected using the noon spot rate of the Bank of Canada as of the date of the Claims Process Order.

APPENDIX "B"
INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF WEST SPRINGS VILLAGE LIMITED PARTNERSHIP AND WEST SPRINGS VILLAGE GENERAL PARTNER INC. (HEREINAFTER REFERRED TO AS THE "PARTNERSHIP")

A. Claims Process

By order of the Court of Queen's Bench of Alberta (the "**Court**") dated December 6, 2012 (the "**Claims Process Order**"), the Monitor has been authorized to implement the Claims Process. A copy of the Claims Process Order may be found on the Monitor's website at: www.ey.com/ca/foundationgroup. This letter provides instructions for completing the Proof of Claim. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Claims Process.

The Claims Process is intended for any Person asserting a Claim of any kind or nature whatsoever against the Partnership.

If you have any questions regarding the Claims Process, please contact the Monitor at the address provided below.

All enquiries with respect to the Claims Process should be addressed to:

Ernst & Young Inc., the Court-appointed Monitor of 1252064 Alberta Ltd.
Attention: Ms. Jessica Caden
Ernst & Young Tower
1000, 440 - 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: jessica.caden@ca.ey.com
Fax: (403) 206-5075

B. For Creditors Submitting a Proof of Claim

To avoid the barring and extinguishment of any Claim you may have against the Partnership you are required to file a Proof of Claim with the Monitor at the address indicated above, in the form attached hereto so as to be received by 5:00 p.m. (Mountain Time) on January 18, 2013 (the "**Claims Date**").

Additional Proof of Claim forms can be found on the Monitor website at www.ey.com/ca/foundationgroup or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

IN THE EVENT YOU FAIL TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS DATE YOU WILL NOT BE ENTITLED TO RECEIVE DISTRIBUTIONS OF THE NET SALE PROCEEDS OR THE PARTNERSHIPS' ASSETS FROM THE MONITOR.

APPENDIX "C"
PROOF OF CLAIM AGAINST WEST SPRINGS VILLAGE LIMITED PARTNERSHIP AND WEST SPRINGS VILLAGE GENERAL PARTNER INC.
(HEREINAFTER REFERRED TO AS THE "PARTNERSHIP")

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed in the Claims Process Order dated December 6, 2012, as may be amended from time to time

A. Particulars of Creditor:

1. Full Legal Name of Creditor: ______________________________ (the "**Creditor**")
(Full legal name should be the name of the original Creditor, regardless of whether an assignment of a Claim has been made)

2. Full Mailing Address of the Creditor *(the original Creditor, not the Assignee)*:

____
____
____
____

3. Telephone Number: ______________________________

Email Address: ______________________________

Fax Number: ______________________________

Attention (Contact): ______________________________

4. Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: ☐ No: ☐

B. Particulars of Assignment(s) (if any):

1. Full Legal Name of Assignee(s): ______________________________
(If a portion of the Claim has been assigned, insert full legal name of assignee(s) of the Claim. If there is more than one assignee, please find attached a separate sheet with the required information.)

2. Full Mailing Address of Assignee(s): ______________________________

3. Telephone Number of Assignee(s): ______________________________

4. Fax Number: ______________________________

5. Attention (Contact Person): ______________________________

C. Proof of Claim

I, ______________________________ *(name of individual Creditor or Representative of Corporate Creditor)*, of ______________________________ *(City, Province or State)* do hereby certify:

(a) that:

☐ I am the creditor of ______________________________; OR

☐ I am ______________________________ *(state position or title)* of the creditor, ______________________________ *(name of creditor)*.

(b) that I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Partnership was and still is indebted to the Creditor as follows:

______________________________ *(insert value of Claim)*
(Currency)

(Note: Claims in a foreign currency are to be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as of the date of the Claims Process Order.)

D. Nature of Claim:

(Check and complete appropriate category)

☐ A. UNSECURED CLAIM OF: $______________________.

That in respect of this debt, no assets of the Partnership are pledged as security and *(Check appropriate description)*

[___] Regarding the amount of $______________________, I do not claim a right to priority.

[___] Regarding the amount of $______________________, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or would claim such a priority if this Proof of Claim was being filed in accordance with the BIA.

☐ B. SECURED CLAIM OF: $______________________.

That in respect of the said debt, assets of the Partnership valued at $____ are pledged to me as security, particulars which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security, and attach a copy of the security documents).

☐ C. CLAIM BY WAGE EARNER OF: $______________________.

That I hereby make a claim under subsection 81(4) of the BIA in the amount of $______________________.

(Set out on an attached sheet details to support claim pursuant to section 81.4(1) of the **BIA**.*)*

E. Particulars of Claim

Other than as already set out herein, the particulars of the undersigned's Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all creditors, discounts, etc. claimed, description of the security, if any, granted by the Partnership to the Creditor and estimated value of such security).

F. Filing of Claims

This Proof of Claim form must be received by the Monitor by no later than 5:00 p.m. **(Mountain Time) on January 18, 2013** (the "**Claims Date**").

IN THE EVENT THAT THE PROOF OF CLAIM IS NOT FILED BY THE CLAIMS DATE YOU WILL NOT BE ENTITLED TO RECEIVE DISTRIBUTIONS OF THE NET SALE PROCEEDS OR THE PARTNERSHIPS' ASSETS FROM THE MONITOR.

This Proof of Claim must be delivered by registered mail, personal delivery, e-mail (in PDF format), courier, facsimile transmission at the following address:

Ernst & Young Inc., the Court-appointed Monitor of 1252064 Alberta Ltd.
Attention: Ms. Jessica Caden
Ernst & Young Tower
1000, 440 - 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: jessica.caden@ca.ey.com
Fax: (403) 206-5075

DATED this ___ day of ____________________, 20__.

Name of Creditor:

____

____
Witness Signature

Per: ______________________
Name: ______________________
Title: ______________________
(please print)

027052/444385
MT DOCS 12032178v1

APPENDIX "D"
NEWSPAPER NOTICE

NOTICE TO CREDITORS OF WEST SPRINGS VILLAGE LIMITED PARTNERSHIP AND WEST SPRINGS VILLAGE GENERAL PARTNER INC.
(hereinafter referred to as the "Partnership")

RE: NOTICE OF CLAIMS PROCESS FOR THE PARTNERSHIP

This notice is being published pursuant to an order of the Court of Queen's Bench of Alberta dated December 6, 2012 (the "**Claims Process Order**"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Claims Process Order. A copy of the Claims Process Order is available on the Monitor's Website at www.ey.com/ca/foundationgroup.

Any person having a Claim against the Partnership must send a Proof of Claim to Ernst & Young Inc. in its capacity as the court appointed Monitor of 1252064 Alberta Ltd., and not in its personal or corporate capacity, to be received by no later than **5:00 p.m. (Mountain Time) on January 18, 2013** (the "**Claims Date**") to:

Ernst & Young Inc., the Court-appointed Monitor of 1252064 Alberta Ltd.
Attention: Ms. Jessica Caden
Ernst & Young Tower
1000, 440 - 2nd Avenue S.W.
Calgary, Alberta T2P 5E9
E-mail: jessica.caden@ca.ey.com
Fax: (403) 206-5075

IN THE EVENT THAT THE PROOF OF CLAIM IS NOT FILED BY THE CLAIMS DATE YOU WILL NOT BE ENTITLED TO RECEIVE DISTRIBUTIONS OF THE NET SALE PROCEEDS OR THE PARTNERSHIPS' ASSETS FROM THE MONITOR.