COURT FILE NUMBER	1201 15153	Clerk's Stamp CLERK OF THE COURT FILED NOV 29 2012 JUDICIAL CENTRE OF CALGARY
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	**AFFIDAVIT**	
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	

AFFIDAVIT OF NEIL NARFASON

Sworn on November 28, 2012

I, Neil Narfason, of the City of Calgary, Alberta, MAKE OATH AND SAY THAT:

1. I am a Senior Vice-President with Ernst & Young Inc. (the "**Monitor**"), the court appointed Monitor of 1252064 Alberta Ltd. (the "**Debtor**") pursuant to an order issued under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") on July 5, 2012, as subsequently amended and restated (collectively, the "**Initial Order**"), and as such I have personal knowledge of the facts hereinafter deposed to except where stated on information and belief, in which case I verily believe such facts to be true.

2. The Debtor obtained protection from its creditors under the CCAA pursuant to the Initial Order. The Initial Order provides the Monitor with various enhanced powers in respect of the Debtor, including the power to manage, operate or carry on the business of the Debtor, to initiate proceedings in respect of the Debtor and to exercise any additional rights that the Debtor

may have. A true copy of the Initial Order is attached hereto and marked as Exhibit "**A**" to this my Affidavit.

The Partnership

3. The Debtor is the sole shareholder of West Springs Village General Partner Inc. ("**WSV GP**"). WSV GP is the general partner of West Springs Village Limited Partnership ("**WSV LP**", and WSV GP and WSV LP collectively referred to as the "**Partnership**"). The Partnership owns and operates a shopping mall complex in west Calgary commonly known as the West Springs Village Shopping Mall (the "**WSV Mall**").

4. The Partnership is governed by an amended and restated partnership agreement among WSV GP, Harvest Capital Management Inc. (as founding limited partner) and each person who from time to time is accepted as a limited partner in the Partnership (collectively, the "**Unit Holders**"), dated February 1, 2009 (the "**Partnership Agreement**"). A true copy of the Partnership Agreement is attached hereto and marked as Exhibit "**B**" to this my Affidavit.

The Harvest Group of Companies

5. Mr. Ronald Aitkens ("**Aitkens**") was the controlling mind of various legal entities commonly known as the Harvest Group of Companies (the "**Harvest Group**"). I am advised by Walker W. MacLeod of McCarthy Tetrault LLP that, based on his review of financial information pertaining to the Harvest Group, the Harvest Group raised in excess of $250 million, largely by the issuance of bonds to investors, and used the funds to acquire lands and make other investments. Various entities within the Harvest Group have defaulted on their obligations to bondholders and have obtained CCAA protection. The Monitor is the court appointed monitor under the CCAA of all of the entities within the Harvest Group that have been granted protection from their creditors pursuant to the CCAA. The Partnership has not obtained protection from its creditors pursuant to the CCAA.

6. Neither the Partnership nor the entities within the Harvest Group prepared audited financial statements. The Monitor is in the process of preparing a sources and uses of funds analysis for entities within the Harvest Group and has encountered challenges in completing same due to the books and records of the Harvest Group being missing, incomplete or lacking supporting information regarding particular transactions.

The Marketing Process and the Sale Agreement

7. I am advised by Aitkens, the former director and controlling mind of the Debtor and the Partnership, that in or about the summer of 2012, the Partnership retained C.B. Richard Ellis ("**CBRE**") to market the WSV Mall to prospective purchasers (the "**Marketing Process**"). The Marketing Process generally involved the following:

(a) CBRE contacted 553 persons that it identified as being interested in purchasing the WSV Mall and sought initial bids for the WSV Mall from interested persons;

(b) The Partnership received eight non-binding letters of intent in respect of the WSV Mall and, in consultation with CBRE, selected three parties to participate in a second round of bidding for the WSV Mall; and

(c) The Partnership received three offers in the second round of bidding and, in consultation with CBRE, determined that First Capital Acquisition Corp. ("the **Purchaser**") presented the leading bid.

8. The Partnership and the Purchaser thereafter entered into a Purchase and Sale Agreement in respect to the WSV Mall, dated August 21, 2012 (the "**Sale Agreement**"). A true copy of the Sale Agreement is attached hereto and marked as Exhibit "**C**" to this my Affidavit. The total consideration payable by the Purchaser to the Partnership under the Sale Agreement is $29.650 million, subject to customary closing adjustments.

The Shareholder Resolution

9. The Monitor did not become aware of the Sale Agreement until after the Partnership had entered into same. Upon becoming aware of the Sale Agreement, the Monitor expressed concern to Aitkens that Unit Holders were not consulted in respect of the Sale Agreement and no meeting of Unit Holders was called to approve or otherwise vote on the Sale Agreement. In particular, the Monitor was advised by a Unit Holder in an email on August 31, 2012, that the Partnership had sent communication to Unit Holders on August 23, 2012 advising that no sale in respect of the WSV Mall would be entered into without first seeking the approval of the Unit Holders in a vote (the "**August 31 E-Mail**"). A true copy of the August 31 E-Mail is attached hereto and marked as Exhibit "**D**" to this my Affidavit.

10. In response to the Monitor's concerns, Aitkens advised me that the Partnership Agreement did not require the Partnership to call a meeting of Unit Holders to dispose of its interest in the WSV Mall. Aitkens also advised me that he viewed the Sale Agreement, and the consideration payable to the Partnership thereunder, as a very good transaction for the Partnership that would likely be supported by Unit Holders in any event.

11. Due to nature of the Partnerships' communication with Unit Holders regarding the Sale Agreement, the concerns expressed by Unit Holders in respect thereof and the financial and reporting issues that had previously affected the Harvest Group, the Monitor (in its capacity as court appointed monitor of the Debtor, who is the sole shareholder of WSV GP) caused the Debtor to pass a sole shareholder declaration on September 7, 2012 (the "**Shareholder Declaration**") pursuant to the *Business Corporations Act* (Alberta) (the "**ABCA**") that:

(a) Declared that the powers of the directors of WSV GP to manage and supervise the management of the business and the affairs of WSV GP were restricted and were given to WSV GP; and

(b) Confirmed that the Debtor, as provided for in the ABCA, had all the rights, powers, duties and liabilities of the directors of WSV GP, whether arising under the ABCA or otherwise, and relieved Aitkens of his rights, powers, duties and liabilities in respect of WSV GP to the extent permitted by law.

12. A true copy of the Shareholder Declaration is attached hereto and marked as Exhibit "**E**" to this my Affidavit. After the passage of the Shareholder Declaration, the Debtor (who is operated and controlled by the Monitor) has operated and controlled WSV GP. The Monitor also caused the Debtor to pass a shareholder resolution that formally removed Aitkens as a director of WSV GP.

The Unit Holder Meeting

13. Although the Sale Agreement was a binding obligation of the Partnership, the Monitor was able to negotiate an amendment to the Sale Agreement so as to make the Sale Agreement condition on the passing of a resolution by the Unit Holders authorizing the Partnership to complete the Sale Agreement.

14. On October 31, 2012, the Monitor sent a notice of meeting and form of proxy (collectively, the "**Unit Holder Meeting Materials**") to Unit Holders. The Meeting Materials

scheduled a meeting of Unit Holders for November 14, 2012 (the "**Unit Holder Meeting**"), so as to allow Unit Holders to vote on the a resolution in respect of the Sale Agreement (the "**Unit Holder Resolution**"). A true copy of the form of the Unit Holder Meeting Materials, which includes the form of Unit Holder Resolution, are attached hereto and marked as Exhibit "**F**" to this my Affidavit.

15. The Unit Holder Meeting was attended, either in person or by proxy 314 individuals holding 820 Units (out of a total of 1,350 Units). A total of 813 Units were voted in favour of the Unit Holder Resolution, and a total of 7 Units were voted against the Unit Holder Resolution, with the result that the Unit Holder Resolution was passed with the support of 99% of the Unit Holders who voted on the Unit Holder Resolution.

The Claims Process and the Dissolution

16. I am advised by Walker W. MacLeod of McCarthy Tetrault LLP that, upon the closing of the Sale Agreement, the Partnership will be dissolved. The Partnership will thereafter be wound up and the Monitor proposes to distribute its property in accordance with the *Partnership Act* (Alberta) (the "**Act**"). The Monitor has reviewed the books and records of the Partnership and determined, after accounting for obligations that will be assumed by the Purchaser pursuant to the Sale Agreement and after payment of sales commissions and professional fees, that the Partnership has two creditors (one of whom is a related entity) that are owed approximately $441,000 by the Partnership. Notwithstanding the creditors as identified in the books and records of the Partnership, the Monitor has determined that due to the various financial issues involving the Harvest Group as previously deposed to herein, that it is advisable to implement a claims process in respect of the Partnership (the "**Claims Process**") so as to give notice to any unknown creditors of the Partnership of its dissolution and, to the extent that unknown creditors make valid claims, make distribution of the Partnerships assets to these creditors in accordance with the Act. Accordingly, the Monitor seeks authorization to do the following:

(a) Implement the Claims Process; and

(b) Upon the closing of the Sale Agreement and the completion of the Claims Process:

    (i) Distribute the assets of the Partnership to the persons entitled thereto in accordance to the provisions of the Act; and

(ii) Wind-up the Partnership in accordance with the provisions of the Act.

17. I swear this Affidavit in support of the Originating Application filed by the Monitor.

SWORN BEFORE ME, at Calgary, Alberta, this 28th day of November, 2012.	
Linda Huber A COMMISSIONER FOR OATHS in and for the Province of Alberta	Neil Narfason

L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 20 14

This is Exhibit " A " referred to in the Affidavit of

Neil Nartason

Sworn before me this 28 day

of Nov A.D. 20 12

Linda Huber

A Commissioner for Oaths in and for the Province of Alberta

L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 20 14

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

CLERK OF THE COURT
FILED
AUG 27 2012
JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36

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	**AMENDED AND RESTATED CCAA INITIAL 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: +1 403.267.8196
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Attention: Randal S. Van de Mosselaer
File No. 284324

I hereby certify this to be a true copy of the original Order
Dated this 27 day of Aug 2012
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: August 24, 2012

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Madam Justice B.E.C. Romaine

UPON the application of 1252064 Alberta Ltd. ("125"), 1330075 Alberta Ltd. ("133") and Harvest Capital Management Inc. ("HCMI") (125, 133, and HCMI being hereinafter collectively referred to as the "Applicants"); **AND UPON HAVING READ** the Originating Application and the Affidavit of Ronald Aitkens, sworn June 5, 2012 (the "June 5 Aitkens Affidavit") and the Affidavit of Ron Aitkens, sworn August 23, 2012; **AND UPON HAVING READ** the consent of Ernst & Young Inc. to Act as monitor of the Applicants; **AND UPON HAVING BEEN REFERRED** to the pleadings and proceedings filed in Court File Number 1101-17318; **AND UPON HEARING** the submissions of counsel for the Applicants and any other counsel in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this Application on all creditors of the Applicants is hereby dispensed with. Service of notice of this Application, including on all Critical Suppliers (as that term is defined below) is hereby deemed good and sufficient.

APPLICATION

2. The Applicants are companies to which the *Companies' Creditors Arrangement Act* R.S.C. 1985, c. C-36 (the "CCAA") applies.

2A. The terms of the Initial Order granted in these proceedings shall be operative and shall continue to govern the period until the granting of this Amended and Restated Initial Order and the terms of the Initial Order are hereby amended and restated by the terms of this Amended and Restated Initial Order from and after the granting of this Amended and Restated Order, provided that any and all actions taken by or on behalf of the Applicants and the Monitor pursuant to and in accordance with the terms of the Initial Orders and prior to the granting of this Amended and Restated Initial Order are hereby validated; and, for greater certainty, the Charges as defined in the Initial Order shall continue to apply with respect to claims and obligations covered by such Charges from the effective time and date of such Initial Orders until the effective time and date of this Amended and Restated Initial Order.

PLAN OF ARRANGEMENT

3. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order, the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement or plans of compromise or arrangement (hereinafter referred to as the "Plan") in accordance with the CCAA.

POSSESSION OF PROPERTY AND OPERATIONS

4. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order, the Applicants shall:

(a) remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, but excluding the Lethbridge Lands (as that term is defined in the June 5 Aitkens Affidavit) and any proceeds or rental revenue therefrom (the "Property");

(b) subject to further order of this Court, continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property; and

(c) be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Amended and Restated Initial Order.

5. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order and to the extent permitted by law, the Applicants shall be entitled but not required to pay the following expenses, incurred prior to or after this Amended and Restated Initial Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after the date of this Amended and Restated Initial Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

6. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order and except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Amended and Restated Initial Order, and in

carrying out the provisions of this Amended and Restated Initial Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Amended and Restated Initial Order.

7. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order, the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of:

(i) employment insurance,

(ii) Canada Pension Plan,

(iii) income taxes,

but only where such statutory deemed trust amounts arise after the date of this Amended and Restated Initial Order, or are not required to be remitted until after the date of this Amended and Restated Initial Order, unless otherwise ordered by the Court;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Amended and Restated Initial Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Amended and Restated Initial Order; and

(c) any amount payable to the Crown in Right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

8. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order, until such time as the Applicants repudiate a real property lease in accordance with the CCAA, the Applicants may pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable as rent to the landlord under the lease) based on the terms of existing lease arrangements or as otherwise may be negotiated by the Applicants from time to time for the period commencing from and including the date of this Amended and Restated Initial Order ("Rent"), but shall not pay any rent in arrears.

9. Except as specifically permitted in this Amended and Restated Initial Order, the Applicants are hereby directed, until further order of this Court:

(a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the date of this Amended and Restated Initial Order;

(b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and

(c) not to grant credit or incur liabilities except in the ordinary course of the Business or as otherwise provided by this Amended and Restated Initial Order.

RESTRUCTURING

10. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order and the requirements as are imposed by the CCAA, the Applicants shall have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their business or operations and to dispose of redundant or non-material assets not exceeding $50,000 in any one transaction and $250,000 in the aggregate (or in excess of these amounts with leave of this Court);

(b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate on such terms as may be agreed upon between the Applicants and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;

(c) disclaim or resiliate, on notice given in the prescribed form, any agreement to which the Applicants or any one of them are a party on the date of this Amended and Restated Initial Order;

(d) repudiate such of their arrangements or agreements of any nature whatsoever, whether oral or written, as the Applicants deem appropriate on such terms as may be agreed upon between the Applicants and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan; and

(e) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing;

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

11. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order, the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal. If the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further order of this Court upon application by the Applicants on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicants repudiate the

lease governing such leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute, and the repudiation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

12. Subject to the provisions of paragraph 28 of this Amended and Restated Initial Order, if a lease is repudiated by the Applicants in accordance with section 32 of the CCAA, then:

(a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice; and

(b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicants of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

13. Until and including November 30, 2012, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. During the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person"), whether judicial or extra-judicial, statutory or non-statutory against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided that nothing in this Amended and Restated Initial Order shall:

(a) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on;

(b) exempt the Applicants from compliance with statutory or regulatory provisions relating to health, safety or the environment;

(c) prevent the filing of any registration to preserve or perfect a security interest; or

(d) prevent the registration of a claim for lien.

15. Nothing in this Amended and Restated Initial Order shall prevent any party from taking an action against the Applicants where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Amended and Restated Initial Order, and notice in writing of such action be given to the Applicants and the Monitor at the first available opportunity.

NO INTERFERENCE WITH RIGHTS

16. During the Stay Period, no person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, or seek to replace, challenge, or otherwise dispossess the Applicants of any real estate project or contract in relation to the Business or the Property, except with the written consent of the Applicants and the Monitor, or leave of this Court.

AUTHORIZED EXCEPTIONS TO THE STAY PERIOD

16a. Notwithstanding any other provision of this Amended and Restated Initial Order:

(a) IMOR Capital Corp. ("IMOR") is authorized to continue to prosecute the foreclosure proceedings previously commenced by IMOR against the Lethbridge Lands (as that term is defined in the June 5 Aitkens Affidavit) in respect of IMOR mortgage Registration Number 101 078 082 (the "IMOR Mortgage") and the associated Assignment of Rents under Court of Queen's Bench of Alberta Action No. 1001-0639, provided that any deficiency judgment which may be obtained by IMOR as a result of the said foreclosure proceedings shall be subject to the Stay Period;

(b) Any proceedings by IMOR to enforce any other security or debt other than the IMOR Mortgage and the associated Assignment of Rents shall be subject to the Stay Period;

(a) Notwithstanding any other provision of this Amended and Restated Initial Order, 125 shall remit to IMOR the rental amounts received from tenants of the Lethbridge Lands.

16b. Notwithstanding any other provision of this Amended and Restated Initial Order, Saddle Springs Development Ltd. ("Saddle Springs") and G and J GP Inc. ("G and J") are hereby authorized to continue with the judicial listing obtained in foreclosure proceedings commenced in respect of Saddle Springs mortgage Registration Number 091 158 991against the Priddis Lands (as that term is are defined in the June 5 Aitkens Affidavit) provided that any offer which may be received as a result of such judicial listing shall be brought before this Honourable Court for consideration, and any deficiency judgment which may be obtained by Saddle Springs or G and J as a result of the said foreclosure proceedings shall be subject to the Stay Period.

CONTINUATION OF SERVICES

17. During the Stay Period, all persons having:

(a) statutory or regulatory mandates for the supply of goods and/or services; or

(b) oral or written agreements or arrangements with the Applicants, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicants;

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Applicants or exercising any other remedy provided under such agreements or arrangements. The Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Amended and Restated Initial Order are paid by the Applicants in accordance with the payment practices of the Applicants, or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court. Nothing in this Amended and Restated Initial Order has the effect of prohibiting a person from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided after the date of this Amended and Restated Initial Order.

NO OBLIGATION TO ADVANCE MONEY OR EXTEND CREDIT

18. Except as required by paragraphs 19 to 22 hereof, no person shall be prohibited from requiring immediate payment for goods, services use of lease or licensed property or other valuable consideration provided on or after the date of this Amended and Restated Initial Order, nor shall any Person be under any obligation on or after the date of this Amended and Restated Initial Order to advance or re-advance any monies or otherwise extend any credit to the Applicants.

CRITICAL SUPPLIERS' CHARGE

19. Those suppliers listed in Schedule "A" hereto are declared to be critical suppliers (each a "Critical Supplier" and collectively, the "Critical Suppliers") and shall in accordance with paragraphs 19 to 22 hereof, from June 7, 2012, continue to supply goods and services to the Applicants on such terms and conditions as are consistent with the supply relationship existing between the Critical Supplier and the Applicants as of June 7, 2012 (the "Existing Supply Relationship");

20. The Critical Suppliers are hereby granted a charge (the "Critical Suppliers' Charge") as follows:

    (a) All 125 Critical Suppliers with the exception only of Type Three Management (the "**OpCosts Suppliers**"), shall have and are hereby granted a Critical Suppliers' Charge on the Operating Costs (as that term is defined in the June 5 Aitkens Affidavit) which are collected by 125 from its tenants, and such Operating Costs shall be paid to the OpCosts Suppliers from time to time in satisfaction of such Critical Suppliers' Charge;

    (b) The balance of the Critical Suppliers (the "**Remaining Critical Suppliers**") are hereby granted a Critical Suppliers' Charge on the Property of the Applicants as security for any amounts for which the Applicants become indebted to the Remaining Critical Suppliers for the supply of goods or services after June 7, 2012; and

    (c) The quantum of the amount owing to Ron Aitkens for the supply of services after June 7, 2012 and the quantum of the resulting critical supplier charge shall be subject to further order of this Court.

21. The Critical Suppliers' Charge shall have the priority set out in paragraph 40 hereof.

22. The Critical Suppliers and the Applicants shall each cooperate in determining the prevailing terms and conditions of their Existing Supply Relationship, and the Critical Suppliers and the Applicants are hereby granted liberty to apply for such further orders or directions as may be necessary to resolve any disputes arising in connection with their supply relationships;

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. During the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA and paragraph 15 of this Order, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the

Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. The Applicants shall indemnify their directors and officers from all claims, costs, charges and expenses relating to the failure of the Applicants, after the date hereof, to make payments of the nature referred to in subparagraphs 6(a), 7(a), 7(b) and 7(c) of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or director, such officer or director has participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

25. The directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of $300,000, as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraph 40 herein.

26. Notwithstanding any language in any applicable insurance policy to the contrary:

(a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and

(b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. Ernst & Young Inc. ("E&Y" or the "Monitor") is hereby appointed pursuant to the CCAA as the Monitor, as an officer of this Court, to monitor the Property and the Applicants' conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and the Applicants and their shareholders, officers, directors, and Assistants shall

advise the Monitor of all material steps taken by the Applicants pursuant to this Amended and Restated Initial Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

28. The Monitor, as an officer of the Court and in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to, on behalf of the Applicants and without any personal liability therefor:

(a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including but not limited to, the changing of locks and security codes, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate and carry on the Business of the Applicants, including the powers to enter into any agreements, incur any obligations in the ordinary course of the Business, to retain or terminate any of the Assistants, to cease to carry on all or any part of the Business, or cease to perform any contracts of the Applicants;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to maintain the Property or continue the operation of the Business;

(f) to oversee and direct the preparation of the Applicants' cash flow statements and to assist in the dissemination of financial and other information in these proceedings, but only to the extent necessary in the Monitor's judgment to inform this Court and the parties to this proceeding and to facilitate the Transaction;

(g) to take possession of any of the Applicants' books, records, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Business, the Property or the Applicants, including any computer programs, computer tapes, computer disks, or other data storage media containing any such information as may be necessary for the completion of its duties under this Order;

(h) to receive, collect and take possession of all monies and accounts now owed or hereafter owing to the Applicants, and to exercise all remedies of the Applicants in collecting such monies, including, without limitation, to enforce any security held by the Applicants;

(i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any parts thereof and negotiating the terms and conditions of such sale as the Monitor in its discretion may deem appropriate;

(j) to sell, convey, transfer, lease or assign the Property or any parts thereof:

(i) without the approval of this Court in respect of any transaction not exceeding $50,000, provided that the aggregate of such transaction does not exceed $250,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or aggregate purchase price, as the case may be, exceeds the applicable amount as set out in the preceding clause;

and in each such case notice under subsection 60(8) of the Personal Property Security Act, R.S.A. 2000, c. P 7, shall not be required;

(k) to initiate, prosecute, continue the prosecution of and defend or respond to the Panamanian Litigation (as that term is defined in the June 5 Aitkens Affidavit) and any and all additional proceedings now pending or hereafter instituted with respect to the Applicants or the Property, and to settle or compromise the Panamanian Litigation and any and all additional such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(l) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Applicants or the Property, whether in the Monitor's name or in the name and on behalf of the Applicants, for any purpose expressly contemplated by this Order;

(m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought to be desirable by the Monitor, in the name of the Applicants;

(n) to report to, meet with and discuss with any Persons the Monitor deems appropriate on any matter relating to the Applicants, the Business or the Property;

(o) to assume sole conduct and management, in the place and stead of the Applicants, of any and all inter-company accounts receivable and accounts payable as may exist between the Related Entities (as that term is defined in the order issued in the within proceedings on July 5, 2012) including the power to take such steps as the Monitor may deem necessary or advisable to realize on such accounts receivable or effect payment of such accounts payable;

(p) to file tax returns on behalf of the Applicants;

(q) to exercise any other rights which the Applicants may have; and

(r) to perform such other duties or take any steps reasonably incidental to the exercise of the powers and obligations conferred upon the Monitor by this Order or any further Order of this Court.

29. The Applicants and all Persons, including the Applicants' shareholders, officers, directors, employees, agents and representatives shall co-operate fully with the Monitor in the exercise of its powers and discharge of its duties and obligations, including providing the Monitor with access to the Applicants' books, records, assets and premises as the Monitor requires, and no Person shall interfere with the Monitor's exercise of its powers and duties under this Amended and Restated Initial Order or any other Order of the Court.

30. The Monitor shall not have any additional powers and duties beyond those set out in this Amended and Restated Initial Order, and shall not have the power to direct or cause the direction of the management and policies of the Applicants. Nothing in this Amended and Restated Initial Order shall require the Monitor to occupy or to take control, care,

charge, possession or management of any of the Property that might be environmentally contaminated, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal or waste or other contamination, provided however that this Amended and Restated Initial Order does not exempt the Monitor from any duty to report or make disclosure imposed by applicable environmental legislation.

31. The Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

32. In addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall not incur any liability or obligation as a result of the fulfillment of its duties as set out herein, save and except for any liability or obligation arising from wilful misconduct by the Monitor, and no action or other proceedings may be commenced against the Monitor relating to its appointment or its conduct in these proceedings except with the prior leave of this Court and the posting of security for costs on a solicitor and own client, full indemnity basis, provided further that any liability of the Monitor hereunder shall not in any event exceed the quantum of the fees paid to or incurred by the Monitor in connection herewith. Nothing in this Amended and Restated Initial Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. The Monitor, counsel to the Monitor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicants on a bi-weekly basis and, in addition, the Applicants are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicants, retainers in the respective amounts of $50,000, to be held by them as

security for payment of their respective fees and disbursements outstanding from time to time.

34. The Monitor and its legal counsel shall pass their accounts from time to time.

35. The Monitor, counsel to the Monitor, if any, and the Applicants' counsel, as security for the professional fees and disbursements incurred both before and after the granting of this Amended and Restated Initial Order, shall be entitled to the benefits of and are hereby granted a charge (the "Administration Charge") on the Property of the Applicants, jointly, which charge shall not exceed an aggregate amount of $450,000, as security for their professional fees and disbursements incurred at the normal rates and charges of the Monitor and such counsel, both before and after the making of this order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 39 hereof.

TERMINATION OF INSPECTION ORDER

36. Except as provided below, the powers granted to E&Y and the obligations imposed on the Applicants pursuant to the Consent Order (the "Inspection Order") granted in Court File Number 1101-17318 on March 21, 2012 are hereby terminated, with the fees of E&Y under the Inspection Order up to the date hereof being dealt with in accordance with the terms of the Inspection Order, and the fees of E&Y as of the date hereof being dealt with in accordance with the terms of this Order.

37. Notwithstanding the foregoing, the Monitor is hereby directed to conclude the Sources and Uses Report directed by the Inspection Order.

DIP FINANCING

38. The Monitor shall be permitted to apply for Debtor-in-Possession financing ("DIP Financing") for the Applicants, or any of them, at a later date.

39. If DIP Financing is approved, it shall be used firstly to pay in full any Remaining Critical Suppliers who hold a Critical Suppliers' Charge, and upon payment of such Remaining Critical Supplier the related Critical Suppliers' Charge shall be discharged.

VALIDITY AND PRIORITY OF CHARGES

40. The priorities of the Administration Charge, the Critical Suppliers' Charge, and the Directors' Charge, as among them, shall be as follows:

First	Administration Charge (to the maximum amount of $450,000)
Second	Critical Suppliers' Charge; and
Third	Directors' Charge (to the maximum amount of $300,000).

41. The filing, registration or perfection of the Administration Charge, the Critical Suppliers' Charge, and the Directors' Charge (collectively, the "Charges") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

42. Each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall, except as subsequently set out herein, rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person. The Charges shall be subordinate to the mortgage held by IMOR Capital Corp. and registered in the Alberta Lands Titles Office as instrument number 101 078 082.

43. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property that ranks in priority to, or *pari passu* with, any of the Charges, unless the Applicants also obtain the prior written consent of the Monitor, the DIP Financing lender (if any), and the beneficiaries of the Charges.

44. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by:

(a) the pendency of these proceedings and the declarations of insolvency made in this Order;

(b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications;

(c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;

(d) the provisions of any federal or provincial statutes; or

(e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

  (i) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which it is a party;

  (ii) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

  (iii) the payments made by the Applicants pursuant to this order, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

ALLOCATION

45. Any interested Person may apply to this Court on notice to any other party likely to be affected, for an order to allocate the Charges amongst the various assets comprising the Property.

SERVICE AND NOTICE

46. The Monitor shall, within five business days of the date of entry of this Amended and Restated Initial Order, send a copy of this Amended and Restated Initial Order to their known creditors, other than employees and creditors to which the Applicants owe less than $1000, at their addresses as they appear on the Applicants' records, and shall promptly send a copy of this Amended and Restated Initial Order:

(a) to all Persons requesting notice; and

(b) to any other interested Person requesting a copy of this Amended and Restated Initial Order.

47. The Applicants and the Monitor shall be at liberty to serve this Amended and Restated Initial Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or e-mail to the Applicants' creditors or other interested Persons at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery, facsimile transmission 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. The Monitor shall post a copy of any or all such materials on its website at www.ey.com/ca/foundationgroup pursuant to section 23(1) of the CCAA.

GENERAL

48. The Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

49. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

50. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or in Panama, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative

status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

51. Each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Amended and Restated Initial Order and for assistance in carrying out the terms of this Amended and Restated Initial Order.

52. The Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Amended and Restated Initial Order.

53. Any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

54. This Amended and Restated Initial Order and all of its provisions are effective as of 12:01 a.m. Mountain Standard Time on the date hereof.

"B.E.C. Romaine"

Justice of the Court of Queen's Bench of Alberta

Schedule "A"
Critical Suppliers

This is Exhibit " B " referred to in the
Affidavit of
Neil Nartason
Sworn before me this 28 day
of NOV A.D. 20 12
Linda Huber
A Commissioner for Oaths in
and for the Province of Alberta

L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 20 14

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT is dated effective the 1st day of February, 2009 (the "**Agreement**").

AMONG:

WEST SPRINGS VILLAGE GENERAL PARTNER INC., a corporation duly incorporated under the laws of the Province of Alberta

(the "**General Partner**")

PARTY OF THE FIRST PART

AND:

HARVEST CAPITAL MANAGEMENT INC., a corporation duly incorporated under the laws of the Province of Alberta

(the "**Founding Limited Partner**")

PARTY OF THE SECOND PART

AND:

Each party who from time to time is accepted as a limited partner in this limited partnership, or who is a successor of any such person and who becomes a limited partner

(individually, "**Limited Partner**" and collectively, "**Limited Partners**")

PARTY OF THE THIRD PART

WHEREAS:

A. The parties hereto wish to enter into this Agreement for the purpose of recording the relationship among them and their respective rights and obligations in the Limited Partnership.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

(a) "**Accountants**" means such firm of chartered accountants as may be appointed by the General Partner as accountants for the Limited Partnership pursuant to this Agreement;

(b) "**Acquisition Services Agreement**" means an agreement dated for reference February 1, 2009, between the Limited Partnership and the Provider whereby the Provider agrees to provide certain services to the Limited Partnership and wherein provision is made for the obtaining of the Initial Services, and for the payment of the Initial Services Fee;

(c) "**Act**" means the *Partnership Act* (Alberta), as amended from time to time;

(d) "**Affiliates**" has the meaning given in the *Business Corporations Act* (Canada);

(e) "**Agent**" means Foundation Capital Corporation;

(f) "**Agreement**" means this Limited Partnership Agreement as amended, restated, modified and supplemented from time to time;

(g) "**Agreement of Purchase and Sale**" means that certain commercial real estate purchase contract dated the 13th day of January, 2009, between West Springs Village Limited Partnership (by assignment from Trico Developments Corporation), as purchaser, and West Springs Village Ltd., as vendor, for the purchase and sale of the Plaza;

(h) "**Allocable Share**" means, in respect of a given Limited Partner, the product of (a) the ratio of the number of days that the Limited Partner owned a Limited Partnership Unit over all of the days of that fiscal year multiplied by (b) the Limited Partner's Pro Rata Share and "**Allocable Shares**" means more than one Allocable Share; if the Limited Partner owns more than one Unit, his Allocable Share shall equal the sum of his Allocable Shares with respect to all of his Units; a Limited Partner who transfers a Unit shall be deemed not to own the Unit on the day on which it is transferred; a Limited Partner who acquires a Unit shall be deemed to own the Unit on the day on which it is acquired;

(i) "**Appraised Value**" shall be the fair market value of the Limited Partnership's interest in the Plaza, at the relevant time as determined by an independent appraiser appointed by the General Partner and accredited by AACI and recognized by the five major banks of Canada;

(j) "**Associate**", has the same meaning set forth in the *Securities Act* (Alberta), as amended from time to time, and shall also include any person who does not deal at arm's length, as defined in the *Income Tax Act* (Canada) with a particular person and "**Associates**" means more than one "Associate";

(k) "**Capital Account**" of a given Limited Partner means the aggregate of:

(i) the Limited Partner's Capital Contribution; and

(ii) the Limited Partner's share of all Partnership income for the most recently completed fiscal year of the Partnership;

less the aggregate of:

(iii) all distributions of income and capital by the Partnership to the Limited Partner; and

(iv) the Limited Partner's share of all Partnership losses for the most recently completed fiscal period of the Partnership;

(l) "**Capital Contribution**" means the aggregate Subscription Price paid by a given Limited Partner in consideration for his Units;

(m) "**Distributable Cash**" means, for any period, an amount equal to net cash receipts of the Partnership, other than Extraordinary Net Cash Receipts, less:

(i) all costs and expenses of the Partnership;

(ii) the Management Fee; and

(iii) a reasonable reserve determined by the General Partner to be necessary to operate the Partnership's affairs and its interest in the Plaza in a prudent and businesslike manner;

(n) "**Effective Date**" has the meaning set forth in Section 10.8 hereof;

(o) "**Extraordinary Net Cash Receipts**" means, collectively, Net Proceeds from Sale and Net Proceeds from Financing;

(p) "**Fair Market Value**" means the price which the Plaza would bring if offered for sale in an open and unrestricted market between informed and prudent parties acting at arms length and under no compulsion to act, both parties having knowledge of the uses and purposes to which the Plaza is adapted and for which it is capable of being used, taking into account and adjusting for, without limitation, (but without duplication with respect to any other provision of this Agreement) such matters as the terms (whether favorable or unfavorable) of any existing mortgages or other encumbrances affecting the Plaza if the same are to be assumed by the buyer and the amount, if any, of any prepayment bonus or penalty in respect of mortgages or encumbrances not assumed by the buyer;

(q) "**Financing**" means any mortgage financing by the Partnership in respect of the Plaza or any renewal, extension or increase thereof;

(r) "**Founding Limited Partner**" means Harvest Capital Management Inc.;

(s) "**General Partner**" means West Springs Village General Partner Inc. or any entity substituted therefor pursuant to the terms and conditions of this Agreement;

(t) "**Gross Proceeds**" means the aggregate gross proceeds received by the Limited Partnership from the sale of Units;

(u) "**Gross Revenues**" means, for any period, all cash received by the General Partner from the operation of the Plaza excluding any payments received under the proceeds of any financing received during that time and excluding security deposits, advance rents and occupancy fees unless and until applied;

(v) "**Initial Services**" means those services to be provided to the Partnership by the Provider and as are more fully defined in the Acquisition Services Agreement between the Provider and the Partnership dated for reference February 1, 2009;

(w) "**Initial Services Fee**" means that fee described in section 4.1 of the Acquisition Services Agreement;

(x) "**Initial Unit**" means the Unit of the Founding Limited Partner;

(y) "**Management Fee**" has the meaning set forth in Section 3.4 hereof;

(z) "**Marketing Services Agreement**" means an agreement dated for reference February 1, 2009 between the General Partner on behalf of the Limited Partnership and the Agent whereby the Agent agrees to provide marketing services to the Limited Partnership in exchange for receiving the Marketing Services Fee;

(aa) "**Marketing Services Fee**" means that fee described in section 5 of the Marketing Services Agreement;

(bb) "**Lands**" means the lands located in the City of Calgary and legally described as Plan 0715024, Block 38, Lot 1, excepting thereout all mines and minerals;

(cc) "**Limited Partner**" and "**Limited Partners**" have the meaning respective meanings set forth on page one of this Agreement;

(dd) "**Limited Partnership**" means the West Springs Village Limited Partnership;

(ee) "**Net Losses**" means the Limited Partnership's net capital loss for a given period as determined in accordance with the provisions of the *Income Tax Act* (Canada);

(ff) "**Net Proceeds from Financing**" means all receipts from a financing after deducting the costs and expenses associated therewith, as determined by the General Partner applying generally accepted accounting principles as applied in Canada;

(gg) "**Net Proceeds from Sale**" means, in respect of a sale of any interest in the Plaza, or of the Partnership interest in the West Springs Village Limited Partnership, all receipts from the sale, including the amount of any mortgage taken back less the costs and expenses associated therewith, as determined by the General Partner applying generally accepted accounting principles as applied in Canada;

(hh) "**Ordinary Resolution**" means:

(i) a resolution approved by not less than fifty one (51%) percent of the votes cast by those Limited Partners who vote and are entitled to vote in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof, called in accordance with this Agreement; or

(ii) a written resolution in one or more counterparts distributed to all Limited Partners and signed by Limited Partners holding in the aggregate not less than fifty one (51%) percent of the aggregate number of votes held by those Limited Partners who are entitled to vote;

(ii) "**Partnership**" means the West Springs Village Limited Partnership;

(jj) "**Profits and Losses**" means the Partnership's taxable income or loss for a given period, determined in accordance with generally accepted accounting principles as applied in Canada;

(kk) "**Provider**" means Harvest Capital Management Inc.;

(ll) "**Plaza**" means the Lands and all buildings and improvements existing thereon together with such improvements as may be made thereto from time to time;

(mm) "**Prime Rate**" means at any time the rate of interest per annum then most recently renounced by the Partnership's banker at that banker's head office in Calgary, Alberta as its prime rate for unsecured commercial loans in Canadian funds payable on demand, which rate may not necessarily be the lowest rate of interest upon which the said bank is prepared to extend credit facilities;

(nn) "**Pro Rata Share**" means in respect of a Limited Partner at any particular time, the fraction which has as its numerator such Limited Partner's Capital Account at the time and as its denominator the aggregate of the Capital Accounts of all Limited Partners at the time;

(oo) "**Refinancing Fee**" is the fee that is described in Section 10.9 of this Agreement;

(pp) "**Related Party**" means any of the following persons or any person affiliated or associated therewith within the meaning of the *Income Tax Act* (Canada):

(i) any person who participates in the management of the Partnership, including the General Partner;

(ii) any person who participates in the management of the Plaza; and

(iii) the Provider; and any director or officer of a person mentioned in paragraphs (i) or (ii);

(qq) "**Requisitioning Partners**" has the meaning set forth in Section 8.1 hereof;

(rr) "**Sale of the Plaza**" includes, in addition to the sale of the Plaza, the destruction of all or substantially all of the Plaza;

(ss) "**Special Resolution**" means

(i) a resolution approved by not less than two thirds (2/3) of the votes cast by those Limited Partners who vote and are entitled to vote in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof called in accordance with this Agreement; or

(ii) a written resolution in one or more counterparts distributed to all Limited Partners and signed by Limited Partners holding in the aggregate not less than two thirds (2/3) of the aggregate number of votes held by those Limited Partners who are entitled to vote;

(tt) "**Subscription Agreement**" means an agreement in a form approved by the General Partner pursuant to which Units are sold;

(uu) "**Subscription Price**" means ten thousand ($10,000) dollars per Unit;

(vv) "**Turnover Fee**" is the fee that is described in Section 10.8 of this Agreement;

(ww) "**Unit**" means a unit of the Limited Partnership issued pursuant to this Agreement and "Units" means more than one Unit; and

(xx) "**Unit Certificate**" means the certificate issued by the General Partner evidencing the number of Units owned by a given Limited Partner.

1.2 Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs, the insertion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

1.4 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties hereto hereby irrevocably submit to and attorn to the jurisdiction of the Courts of the Province of Alberta.

1.5 Currency

Unless otherwise indicated, all monetary references contained in this Agreement are in Canadian currency.

1.6 General Interpretation

In this Agreement:

(a) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular section, paragraph or clause;

(b) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(c) all references to Articles, Sections, subsections and paragraphs refer, unless otherwise specified, to articles, sections, subsections and paragraphs to this Agreement;

(d) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them;

(e) words importing persons shall include corporations;

(f) all accounting terms not otherwise defined herein have the meaning assigned to them and all computations made pursuant to this Agreement, except as expressly provided otherwise, shall be made in accordance with generally accepted accounting principles consistently applied in accordance with past practice;

(g) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statue or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto; and

(h) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to or permitted assignee of such entity.

ARTICLE 2
THE LIMITED PARTNERSHIP

2.1 Formation, Status and Name of the Limited Partnership

The parties hereto hereby agree to form a limited partnership pursuant to the terms and conditions of this Agreement and the Act. Subject to all applicable laws, the Limited Partnership shall carry on business under the name West Springs Village Limited Partnership or such other name or names as the General Partner may determine from time to time, provided that the General Partner files a new declaration or certificate under the Act as required.

2.2 Maintaining the Status of the Limited Partnership

The General Partner shall be the general partner of the Limited Partnership. The General Partner shall do all things and shall cause to be executed and filed such certificates, declarations, instruments and other documents as may be required to continue and keep in good standing the Limited Partnership under the Act. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Limited Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of information available to it in order to maintain the status of the Limited Partnership as a limited partnership under the Act.

2.3 Fiscal Period

The fiscal period of the Limited Partnership shall end on December 31 in each and every year.

2.4 Business and Powers of the Limited Partnership

The business of the Partnership shall be to acquire, hold, manage, operate and sell its interest in the Plaza and to derive income therefrom with a view to making a profit. The Partnership shall not carry on any other business. The Partnership shall have the power to do any and every act and thing necessary, proper, convenient or incidental to the accomplishment of its business including, without limitation, owning partnership interests, shares or other securities whereby the Limited Partnership holds an interest in the Plaza, whether directly or indirectly.

2.5 Principal Place of Business

The principal place of business and mailing address of the Limited Partnership and the General Partner shall be 4, 4002 9th Avenue N, Lethbridge, Alberta, T1H 6T8. The General Partner may change the principal place of business or the mailing address of the Limited Partnership and the registered office and mailing address of the General Partner from time to time by giving notice to that effect to all Limited Partners, pursuant to notice provisions contained in this Agreement.

2.6 Term

The Limited Partnership shall continue until terminated upon the earlier of February 1, 2059, the sale of the Limited Partnership's interest in the Plaza and distribution of Extraordinary Net Cash Receipts resulting therefrom, the resignation or deemed resignation of the General Partner (unless a successor is appointed effective as of the date of such event), or the passage of a Special Resolution approving the dissolution of the Limited .Partnership and, in any case, after the completion of the liquidation of the Limited Partnership and distribution of all funds remaining after payment of all of the debts, liabilities and obligations of the Limited Partnership to its creditors, in accordance with the provisions of this Agreement.

2.7 Status of the General Partner

The General Partner represents and warrants to each Limited Partner that it:

(a) is and shall continue to be a corporation incorporated and in good standing under the laws of Alberta;

(b) has and shall continue to have the requisite capacity and corporate authority to act as General Partner of the Limited Partnership and to perform its obligations under this Agreement, and such obligations do not and shall not conflict with or breach its articles of incorporation or any agreement by which it is bound;

(c) shall not nor shall any Affiliate or Associate of it borrow from the Limited Partnership;

(d) shall exercise its powers and authority and manage and operate the Limited Partnership and the undertaking, property and assets thereof in a reasonable and prudent manner and will act honestly, in good faith and in the best interests of the Limited Partners;

(e) shall act in utmost fairness and good faith towards the Limited Partners in the business of the Limited Partnership;

(f) has contributed one hundred ($100) dollars as capital contribution to the Limited Partnership; and

(g) shall not carry on any business other than for the purposes set forth herein.

2.8 Status of Each Limited Partner

Each Limited Partner represents and warrants to each other Limited Partner and to the General Partner that he, she or it:

(a) is acting as a principal;

(b) is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) and, if applicable, any corresponding provincial legislation;

(c) is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada), as from time to time amended, and any re-enactments, replacements or substitutions thereof;

(d) if an individual, has reached the age of majority and has the capacity and competence to enter into and be bound by this Agreement and all other agreements contemplated hereby;

(e) if a corporation, partnership, unincorporated association or other entity, is legally competent to execute this Agreement and all other agreements contemplated hereby and to take all actions required pursuant hereto, and further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given; and

(f) shall promptly provide such evidence of his status as the General Partner may reasonably request.

Each Limited Partner covenants and agrees that he will not transfer or purport to transfer his Units to any person, firm, corporation, partnership, unincorporated association or other entity which could be unable to make the representations and warranties in subsections (a) through (f), above.

If the Limited Partners propose, by Special Resolution, to dissolve the Limited Partnership, then the General Partner may require those Limited Partners who are then non-residents of Canada for the purposes of the *Income Tax Act* (Canada) to transfer their Units to Canadian residents for the purposes of the *Income Tax Act* (Canada). If a non-resident Limited Partner fails to transfer his Units to a Canadian resident who qualifies to hold Units under the terms of this Agreement within 30 days of receiving direction from the General Partner to do so, the General Partner shall be entitled to sell such Units on behalf of such non-resident Limited Partner on such terms and conditions as it deems reasonable and may itself become the purchaser of such Units. On any such sale by the General Partner the price shall be the fair market value for such Units as determined by an independent appraiser appointed by the General Partner, whose appraisal shall be final and binding on the Limited Partnership, the General Partner and the Limited Partners so affected. The cost of such appraisal shall be borne by those Limited Partners whose Units are sold by the General Partner and may be deducted from the proceeds of such sale together with any other expenses incurred in connection therewith.

2.9 Compliance with Laws

Each Limited Partner and the Founding Limited Partner shall, at the request of the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Limited Partnership.

2.10 Limitation on Authority of Limited Partners

A Limited Partner may from time to time examine the state and progress of the Limited Partnership however, no Limited Partner shall:

(a) take part in the management of business of the Limited Partnership;

(b) contract on behalf of or otherwise execute any document that binds or purports to bind the Limited Partnership, the General Partner, the Founding Limited Partner or any other Limited Partner as such;

(c) represent himself as having the power or authority to bind the Limited Partnership, the General Partner, the Founding Limited Partner or any other Limited Partner as such;

(d) undertake any obligation on behalf of the Limited Partnership (except that the General Partner may act on behalf of the Limited Partnership notwithstanding that it may also be a Limited Partner); or

(e) bring any action for the partition or sale of the Plaza or any other assets of the Limited Partnership, whether real or personal, or encumber the Limited Partnership's interest in the Plaza.

The Limited Partners shall comply with the provisions of the Act in force or in effect from time to time and shall not take any action that could jeopardize or eliminate the status of the Limited Partnership as a limited partnership.

2.11 Number of Partners

The Partnership shall consist of one or more general partners and one or more limited partners.

ARTICLE 3
THE GENERAL PARTNER

3.1 Obligations of the General Partner

(a) The General Partner shall arrange for the ongoing affairs of the Partnership.

(b) The General Partner, or its agent on its behalf; shall inform the Limited Partners of the status and profitability of the Joint Venture at such times as the General Partner deems necessary or desirable.

(c) The General Partner shall enter into such agreements as it deems necessary in connection with the acquisition, ownership, management and development of the Plaza, such agreements to be in such form as the General Partner, in its sole discretion, determines to be in the best interests of the Limited Partnership and of the Limited Partners, whether such agreements are entered into with an Affiliate of the General Partner or otherwise, including, without restricting the foregoing, the Acquisition Services Agreement and the Marketing Services Agreement (collectively, the "**Agreements**").

(d) The General Partner shall diligently enforce the Limited Partnership's rights under the Agreements without further authorization from any Limited Partner.

(e) The General Partner covenants that it will exercise its powers and discharge its duties under this Agreement honestly, in good faith, and in the best interests of the Limited Partners, that it will exercise the care, diligence and skill of a reasonably prudent person, and will maintain the confidentiality of financial and other information and data that it obtains through or on behalf of the Limited Partnership, the disclosure of which may adversely affect the interests of the Limited Partnership or a Limited Partner, except to the extent that disclosure is required by law or is in the best interests of the Limited Partnership, and it will utilize the information and data only for the business of the Limited Partnership.

3.2 General Authority of the General Partner

Except where this Agreement expressly requires the approval of the Limited Partners and subject to the Act, the General Partner has the full power and authority to administer, manage, control and operate the business of the Limited Partnership, and to do or cause to be done any act, to take or cause to be taken any proceeding, to make or cause to be made any decision and to execute and deliver or cause to be executed and delivered any instrument, deed, agreement or other document necessary, appropriate or incidental to the carrying on of the business of the Limited Partnership. No person dealing with the Limited Partnership is required to enquire into the authority of the General Partner to do any act, take any proceedings, make any decision or execute and deliver any instrument, deed, agreement or other document for or on behalf of or in the name of the Limited Partnership or Limited Partners.

3.3 Specific Authority of the General Partner

Without limiting the generality of Section 3.2 hereof; it is acknowledged and agreed that the General Partner is authorized, at all appropriate times and from time to time, on behalf of and without further authority from the Limited Partners, to do all things that in its sole discretion are necessary, proper or desirable to carry on the business of the Limited Partnership including but not limited to the following:

(a) to act as the registrar and transfer agent of the Limited Partnership, or to retain another person to so act;

(b) to engage such legal counsel and other professional advisers or consultants as the General Partner considers advisable in order to perform its duties hereunder;

(c) to open and operate, either in its own name or in the name of the Limited Partnership, a separate bank account in order to deposit and to distribute funds with respect to the Limited Partnership;

(d) to execute, deliver and perform all other agreements, documents and instruments that from time to time have been or are required to be entered into for and on behalf of the Limited Partnership whether with an Affiliate of the General Partner or otherwise;

(e) to pay the Limited Partnership's portion of all taxes, fees and other expenses relating to the orderly maintenance, repair, and management of the Plaza;

(f) to act on behalf of the Limited Partnership with respect to any and all actions and other proceedings pertaining to the Limited Partnership or the Plaza brought by or against the Limited Partnership;

(g) to determine the amount and type of insurance coverage to be maintained in order to protect the Plaza and the Limited Partnership from all usual perils of the type covered in respect of comparable properties and businesses and in order to comply with the requirements of any lenders to the Limited Partnership;

(h) to determine the amount, if any, to be claimed by the Limited Partnership in any year in respect of capital cost allowance and services engaged by the Limited Partnership;

(i) to hold the Limited Partnership's interest in the Plaza and other assets of the Limited Partnership, if any, in the name of the General Partner, the Limited Partnership or other designated person;

(j) to invest funds not immediately required for the business of the Limited Partnership in short-term securities or accounts;

(k) to provide or arrange for such financial and other reporting services as may be required by the provisions hereof or applicable securities regulatory authorities;

(l) to make distributions of Distributable Cash and Extraordinary Net Cash Receipts when necessary or desirable in the General Partner's sole discretion;

(m) to borrow money for and on behalf of the Limited Partnership and to give security therefor and to provide guarantees or other financial assistance, in the name of the Limited Partnership and/or the General Partner, for the purpose of the business and operation of the Limited Partnership;

(n) to grant and execute trust deeds, debentures, promissory notes, mortgages, documents and other instruments charging the whole or any part of the Partnership's assets and undertaking and any undivided interest of the Limited Partners in such assets and to do all acts relating thereto as may be necessary or desirable to further the business of the Partnership and without restricting the foregoing, the General Partner is authorized and empowered to grant, execute and deliver any and all mortgages, promissory notes, documents and other instruments relating to same;

(o) to execute any and all other deeds, instruments and other documents and to do or cause to be done all acts and things as may be necessary or desirable, in the General Partner's sole discretion, to carry out the intent and purpose of this Agreement, including, without limitation, retaining qualified agents to carry out any of the foregoing;

(p) to loan money to or to have an Affiliate of the General Partner loan money to the Limited Partnership and to receive or have an Affiliate receive security from the Limited Partnership therefor;

(q) subject to Section 10.7 hereof, to approve a sale, other than a sale to a Related Party without a Special Resolution, or refinancing of the Limited Partnership's interest in the Plaza and to undertake any and all action necessary or desirable to complete such sale or refinancing, including the execution and delivery of any agreement, documents or financing agreements relating to the sale; and

(r) to hold title to the Limited Partnership's interest in the Plaza, in trust, for and on behalf of the Limited Partnership.

3.4 Remuneration

For the services provided in Section 3.1 hereof, the General Partner shall be entitled to an ongoing management fee equal to two and one half (2.5%) percent of the Gross Revenues (prior to the deduction of this management fee) for any fiscal period (the "**Management Fee**").

3.5 Amendment of Agreement

(a) Except as otherwise provided herein, this Agreement may be amended only by Special Resolution.

(b) The General Partner may, without prior notice to or the consent of the Founding Limited Partner or any Limited Partner, amend any provision of this Agreement from time to time:

(i) for the purpose of adding to this Agreement any further covenants, restrictions, deletions or provisions that, in the opinion of counsel to the Limited Partnership, are necessary for the protection of the Limited Partners;

(ii) to cure any ambiguity or to correct or supplement any provisions contained herein that, in the opinion of counsel to the Limited Partnership, may be defective or inconsistent with any other provisions contained herein, and with respect to which, in the opinion of such counsel, the cure, correction or supplemental provision does not and will not substantially adversely affect the interests of the Limited Partners; or

(iii) to include such other provisions in regard to matters or questions arising under this Agreement that, in the opinion of counsel to the Limited Partnership, do not and will not substantially adversely affect the interests of the Limited Partners.

(c) The Limited Partners shall be provided with full details of all such amendments not more than thirty (30) days following the effective date of the amendment.

3.6 Power of Attorney

(a) Each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution as his true and lawful attorney and agent, to act on his behalf with full power and authority in his name, place and stead and for his use and benefit to do the following, namely:

(i) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:

(A) this Agreement, any Agreements, a property management agreement and all declarations and declarations of change or certificates required under the Act and other instruments necessary to form, qualify or continue and keep in good standing the Limited Partnership as a limited partnership;

(B) all instruments, declarations and certificates necessary to reflect any amendment to this Agreement;

(C) any election made pursuant to the *Income Tax Act* (Canada), if applicable;

(D) any certificates of business or trade names; and

(E) all conveyances, agreements and other instruments or documents deemed necessary or desirable by the General Partner to reflect the dissolution and termination of the Limited Partnership including cancellation of any certificates or declarations and the execution of any elections under the *Income Tax Act* (Canada), as amended or re-enacted from time to time, and, if applicable, any analogous provincial legislation;

(ii) execute and file with any department or agency of the Government of Canada or instrumentality thereof or a province thereof any documents necessary to be filed in connection with the business, property, assets and undertaking of the Limited Partnership; and

(iii) execute and deliver all such instruments or other documents on behalf of and in the name of the Limited Partnership and for the Limited Partners as may be deemed necessary or desirable by the General Partner to carry out the provisions of this Agreement.

(b) To evidence the foregoing, each Limited Partner, in executing a Subscription Agreement or in executing the form of assignment of a Unit or otherwise becoming a Limited Partner, shall have executed a power of attorney containing substantially the powers set forth above. The power of attorney granted herein is irrevocable, is coupled with an interest, shall survive the death, disability, incapacity, insolvency or other legal incapacity of a Limited Partner and shall survive the assignment, to the extent of the obligations of the Limited Partner hereunder, by the Limited Partner of the whole or any part of his interest in the Limited Partnership and extends to the heirs, executors, administrators, successors and assigns of the Limited Partner, and may be exercised by the General Partner executing on behalf of each Limited Partner any instrument by a single signature for and on behalf of all of the Limited Partners, by executing such instrument as General Partner of the Limited Partnership or by such other form of executing as the General Partner may determine, and it shall not be necessary for the General Partner to execute any instrument under seal notwithstanding the manner of execution of the power of attorney by any Limited Partner.

(c) Each Limited Partner agrees to be bound by any representation and actions made or taken in good faith by the General Partner pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences that may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power of attorney.

3.7 Income Tax Claims and Deductions

The General Partner shall cause the Limited Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and costs associated with the Acquisition Services Agreement and the Marketing Services Agreement and any other start-up costs incurred by the Limited Partnership except where the General Partner believes that it would be imprudent to do so.

3.8 Transactions Involving Affiliates or Associates

The validity of a transaction, agreement or payment involving the Limited Partnership and an Affiliate or Associate of the General Partner is not affected by reason of the relationship between the General Partner and the Affiliate or Associate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of the General Partner, all of whom may be officers, directors, or employees of, or otherwise interested in or related to such Affiliate or Associate.

3.9 Safekeeping of Assets

The General Partner is responsible for the safekeeping and use of all of the funds of the Limited Partnership, whether or not in its immediate possession or control, and will not employ or permit another to employ the funds or assets of the Limited Partnership except for the exclusive benefit of the Limited Partnership.

3.10 Indemnification

To the extent permitted by the Act, the Limited Partnership shall indemnify and hold harmless the General Partner, its directors, officers, employees and agents from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the General Partner, its directors, officers, employees or agents by reason of acts, omissions or alleged acts or omissions arising out of the activities of the General Partner on behalf of the Limited Partnership or in furtherance of the interests of the Limited Partnership, but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based were performed in good faith and were not performed or omitted to be performed fraudulently or in bad faith or as a result of the negligence of the General Partner, its directors, officers, employees or agents. In no event, however, shall the provisions of this Section 3.10 increase a Limited Partner's liability beyond the amount of his Capital Account.

3.11 Restrictions Upon the General Partner

The General Partner's authority is subject to Sections 8.13 (Powers Exercisable by Special Resolution) and 8.14 (Powers Exercisable by Ordinary Resolution) hereof. In addition, the General Partner shall not:

(a) subject to Section 6.12, cause the Limited Partnership to guarantee the obligations or liabilities of or make loans to the General Partner, or any Affiliate or Associate of the General Partner;

(b) commingle the funds of the Limited Partnership with the funds of the General Partner, any Affiliate or Associate of the General Partner, or of any other person; or

(c) make a call for additional capital contributions by the Limited Partners.

3.12 Employment of an Affiliate or Associate

The General Partner may employ or retain an Affiliate or Associate on behalf of the Limited Partnership to provide goods or services to the Limited Partnership.

3.13 Payments

The General Partner shall pay or cause to be paid costs and expenses as and when they become due out of the funds of the Limited Partnership on hand or borrowed for the purpose of the Limited Partnership's business.

3.14 Removal of General Partner

(a) Subject to subsection 3.14(b) hereof, the Limited Partners may by a Special Resolution remove the General Partner and substitute a new general partner in its stead at any time after the third anniversary of this Agreement, but only if:

(i) the Limited Partners appoint, concurrently with such removal, a replacement general partner (the "**New General Partner**") to assume all of the responsibilities and obligations of the removed General Partner (the "**Former General Partner**") under this Agreement, the New General Partner causes to be delivered to the Former General Partner a release of its liabilities, responsibilities and obligations under this Agreement and the Limited Partnership shall hold harmless the Former General Partner from and against all actions, claims, causes, demands, losses, damages and expenses with respect to events that occur in relation to the Limited Partnership after the appointment of the New General Partner;

(ii) the New General Partner, prior to assuming its responsibilities as the general partner under the terms of this Agreement, executes the documents presented by the Limited Partnership to give effect to such assumption, and from and after registration of an effective declaration of change or amended certificate under the Act, the New General Partner shall assume the powers, duties and obligations of the Former General Partner under this Agreement and shall be subject to the terms hereof, and for the purposes of this Agreement, "General Partner" as used in this Agreement shall refer to the New General Partner; and

(iii) the Former General Partner assigns its interest in the Limited Partnership to the New General Partner for an amount equal to the credit balance outstanding in the capital account of the Former General Partner as at the effective date of removal.

(b) The General Partner shall cease to be qualified to act as general partner hereunder upon the passing of any resolution of the directors or shareholders of the General Partner requiring the bankruptcy, dissolution, liquidation or winding-up or the making of any assignment for the benefit of creditors of the General Partner, or upon the appointment of a receiver of the assets and undertaking of the General Partner. A new general partner shall, in such circumstances, be appointed by the Limited Partners by Ordinary Resolution after receipt of written notice of such event (which written notice shall be provided by the General Partner forthwith upon the occurrence of such event). The General Partner shall be deemed to have been removed as the general partner of the Partnership effective immediately before the appointment of a new general partner hereunder.

(c) The replacement of the Former General Partner as aforesaid shall not dissolve the Limited Partnership, and the business of the Limited Partnership shall be continued by the New General Partner, and each Limited Partner hereby consents to the business of the Limited Partnership being continued by the New General Partner.

3.15 Expenses

The General Partner shall be reimbursed by the Partnership from available cash flow for all reasonable expenses incurred by the General Partner in exercising the foregoing powers and for managing and conducting the business of the Partnership, including the cost of such professional, technical, administrative and other services and advice as it shall deem necessary to acquire.

3.16 Sale to a Related Party

In the event of a Sale of the Limited Partnership's interest in the Plaza to a Related Party, the sale price shall be the Appraised Value and as approved by Special Resolution.

ARTICLE 4
LIABILITY OF PARTNERS

4.1 Unlimited Liability of the General Partner

The General Partner has unlimited liability for the debts, liabilities and obligations of the Limited Partnership.

4.2 Limited Liability of Limited Partners and Founding Limited Partner

Subject to the provisions of the Act and any specific assumption of liability, the liability of each Limited Partner and the Founding Limited Partner for the debts, liabilities, losses and obligations of the Limited Partnership shall be limited to the amount of such partner's capital account.

4.3 Indemnity by General Partner

(a) The General Partner will indemnify and save harmless each Limited Partner from and against any and all costs, damages, liabilities or expenses incurred by a Limited Partner as a result of the liability of the Limited Partner not being limited in the manner herein described, except where caused by the act or omission of such Limited Partner.

(b) The General Partner will indemnify and save harmless the Limited Partnership from and against any and all costs, damages, liabilities and expenses incurred by the Limited Partnership as a result of any breach by the General Partner of its duties under this Agreement, including reasonable legal expenses incurred by the Limited Partnership in defending an action based in whole or in part upon an allegation, made reasonably, that the General Partner has been guilty of such breach.

ARTICLE 5
THE UNITS

5.1 Capital

The capital of the Limited Partnership shall consist of up to one thousand three hundred fifty (1350) Units at an issue price of ten thousand dollars ($10,000) per Unit, the Initial Unit at an issue price of one ($1.00) dollar (which Initial Unit shall be redeemed for one ($1.00) dollar upon the first closing of the sale of Units to third parties) and the one hundred ($100) dollars contributed by the General Partner. No more than 1350 Units exclusive of the Initial Unit and the interest of the General Partner shall be issued without first being authorized by a Special Resolution.

5.2 Nature of Unit

(a) Each Limited Partner shall be entitled to one vote for each Unit owned by him in respect of all matters to be decided by the Limited Partners hereunder.

(b) For greater certainty, joint owners of a Unit are entitled to cast one vote collectively in respect of each Unit jointly owned by them and are not entitled to cast separate votes in respect of any matter to be decided by Limited Partners hereunder.

5.3 Unit Certificate

A Unit Certificate shall be in such form as is from time to time approved by the General Partner and shall not be valid unless signed by the General Partner.

5.4 Receipt by Limited Partner

The receipt of any money, securities and other property from the Limited Partnership by a person in whose name any Units are recorded, or if such Units are recorded in the names of more than one person, the receipt thereof by any one of such persons, or by the duly authorized agent of any such person shall be sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units and from all liability to see to the application thereof.

5.5 Registrar and Transfer Agent

The General Partner or such other person as may be appointed from time to time by the General Partner, shall act as registrar and transfer agent of the Limited Partnership and shall maintain a record of the names and addresses of the Limited Partners, the number of Units held by each Limited Partner and the particulars of transfers of Units. The General Partner, or registrar and transfer agent if not the General Partner, shall perform or shall cause to be performed all other duties usually performed by a registrar and transfer agent of certificates of shares in a corporation as modified by reason of the nature of the Units. For so long as the General Partner is the registrar and transfer agent, the register of Limited Partners shall be kept by the General Partner at the head office of the Limited Partnership currently located at #4, 4002 9th Avenue N, Lethbridge, Alberta T1H 6T8.

5.6 Inspection of Records

The General Partner, or registrar and transfer agent if not the General Partner, shall make the records relating to the Limited Partner available for inspection by any Limited Partner, or his agent duly authorized in writing at the expense of the Limited Partner. A copy of the register of Limited Partners shall be provided to any Limited Partner on forty eight (48) hours notice in writing to the General Partner, or registrar and transfer agent if not the General Partner, at the expense of the Limited Partner requesting the same.

5.7 Transfer of Units

(a) A Unit may be assigned and transferred by a Limited Partner or his agent duly authorized in writing with the prior written consent of the General Partner. No transfer of a fraction of a Unit shall be permitted. In addition to obtaining the consent of the General Partner, the following conditions must be satisfied:

(i) the transferee has delivered to the General. Partner, or the registrar and transfer agent if not the General Partner, an executed transfer of the Unit in a form acceptable to the General Partner;

(ii) the transferee has agreed in writing to be bound by the terms of this Agreement and to assume the obligations of the Limited Partner under this Agreement in respect of the Unit being transferred to him;

(iii) the transferee delivers or causes to be delivered to the General Partner, or the registrar and transfer agent if not the General Partner, the Unit Certificate issued pursuant to this Agreement for the Unit being transferred, duly endorsed for transfer by the transferor, in a form acceptable to the General Partner;

(iv) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Limited Partnership by reason of the transfer;

(v) the transferee is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada);

(vi) the transferee is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) or any provincial income tax legislation;

(vii) if an individual, the transferee is of the age of majority;

(viii) the transferee purchases the Units as principal; and

(ix) such other requirements as may be required by law, including applicable securities legislation, or as may reasonably be required by the General Partner, or the registrar and transfer agent if not the General Partner.

(b) Provided that a transferee of a Unit will not become a Limited Partner in respect of that Unit until all filings and recordings required by law, including by applicable securities legislation, to effect a transfer have been duly made.

(c) Each Limited Partner shall be solely responsible for ensuring that any sale or transfer of a Unit by such Limited Partner complies with applicable laws, including securities legislation. The General Partner shall not be responsible for advising a Limited Partner in this regard.

(d) When a transferee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner shall admit such person to the Limited Partnership as a limited partner and the Limited Partners hereby consent to the admission of and shall admit the transferee to the Limited Partnership as a limited partner, without further act of the Limited Partners. The General Partner, or the registrar and transfer agent if not the General Partner, shall:

(i) record any such assignment and transfer;

(ii) make such filings and cause to be made such recordings as are required by law;

(iii) forward notice of the transfer to the transferee; and

(iv) issue and forward a Unit Certificate to the transferee in respect of the Unit transferred.

5.8 Parties Not Bound to See to Trust or Equity

Except where specific provision has been made therefor in this Agreement, none of the General Partner, the registrar and transfer agent if not the General Partner, the Founding Limited Partner or the Limited Partners, shall be bound to see the execution of any trust, whether express, implied or constructive, or any charge, pledge or equity to which any Unit, the Initial Unit, or any interest therein are subject, or to ascertain or inquire whether any sale or transfer of any such Unit or the Initial Unit or interest therein by any Limited Partner or his personal representative is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Limited Partner.

5.9 Liability on Transfer

When an assignment and transfer of any Unit is completed and the transferee is registered as a Limited Partner, the transferor of that Unit shall be thereupon relieved of all obligations and liabilities under this Agreement to the extent permitted by law and the transferee shall assume all such obligations and liabilities.

5.10 Successors in Interest of Partners

The Limited Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, death, insolvency, dissolution, liquidation, winding up, bankruptcy or other disability or incapacity of the Founding Limited Partner or any Limited Partner.

5.11 Incapacity, Death, Insolvency or Bankruptcy

When a person becomes entitled to a Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner, or otherwise by operation by law, in addition to the requirements of Section 5.7 hereof, that person shall not be recorded as or become a Limited Partner and will not receive a Unit Certificate or a deposit receipt therefor, as the case may be, until:

(a) he produces evidence satisfactory to the General Partner of such entitlement;

(b) he has agreed in writing to be bound by the terms of this Agreement and to assume the obligations of a Limited Partner under this Agreement; and

(c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the General Partner may require or as may be required by the law or by this Agreement.

5.12 Lost Unit Certificate

(a) Where a Limited Partner claims that the Unit Certificate evidencing ownership of his Unit has been defaced, lost, apparently destroyed or wrongly taken, the General Partner (for the purposes of this section, "General Partner" means the registrar and transfer agent if not the General Partner) shall cause a Unit Certificate to be issued, provided that the Limited Partner, if required by the General Partner files with the General Partner an indemnity bond in such form and in such amount satisfactory to the General Partner to protect the General Partner and the Limited Partnership from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Unit Certificate ("**Replacement Unit Certificate**") and provided further, that the Limited Partner satisfies all other reasonable requirements imposed by the General Partner, including delivery of a form of proof of loss.

(b) A Limited Partner requesting a Replacement Unit Certificate shall pay to the Limited Partnership the amount of five hundred ($500.00) dollars as the cost of receiving a Replacement Unit Certificate.

5.13 General Partner May Hold Units

The General Partner or the Provider or the Agent may subscribe for and acquire Units or purchase Units by private contract or in the market and shall be entered on the register of the Limited 'Partners as a Limited Partner and be shown on the Unit Certificate as a Limited Partner in respect of the number of Units held by the General Partner or Provider from time to time.

ARTICLE 6
CONTRIBUTIONS, ALLOCATIONS AND DISTRIBUTIONS

6.1 Capital Contributions

(a) The initial capital of the Limited Partnership shall be the aggregate amount of the Capital Contribution made or agreed to be made by all of the Limited Partners which shall be an amount of up to Thirteen Million five Hundred Thousand Dollars ($13,500,000) plus the contributions of the Founding Limited Partner in the amount of one ($1.00) dollar and the General Partner in the amount of one hundred ($100) dollars.

(b) It is hereby acknowledged and agreed that as of the date hereof, the General Partner and Founding Limited Partner have, respectively, made capital contributions of on hundred ($100) dollars and one ($1.00) dollar. These contributions entitle each of the General Partner and the Founding Limited Partner to an interest in the profits of the Limited Partnership as set forth in this Article 6 and to the return of their respective one hundred ($100) dollars and one ($1.00) dollar capital contributions, and to such other payments or amounts as are set out herein and no more.

6.2 Discretion of the General Partner in Raising Capital

The General Partner has complete discretion in determining the terms and conditions under which Units are offered for sale and the General Partner may do all things that it deems necessary, convenient, appropriate or advisable in connection therewith. All things done or to be done by the General Partner in that regard are hereby ratified and confirmed. Without limiting the generality of the foregoing, the General Partner may raise capital for the Limited Partnership by selling Units on such terms and conditions and for such price as the General Partner may determine, acting in its sole discretion.

6.3 Allocation of Profits and Losses

(a) Net income of the Partnership for any given fiscal year shall be allocated as follows: 0.005% to the account of the General Partner and 99.995% to the accounts of the Limited Partners.

(b) Net losses of the Partnership for any given fiscal year shall be allocated as follows: 0.005% to the account of the General Partner and 99.995% to the accounts of the Limited Partners.

(c) Unless otherwise provided herein, any amount that is to be allocated to the accounts of the Limited Partners shall be apportioned among them in the ratio of their respective Pro Rata Shares at the time the allocation is made, without regard to the number of days during which any Limited Partner has been a Limited Partner or has held any Unit.

6.4 Adjustments

If the Accountants of the Limited Partnership determine that a Limited Partner's share of the Partnership's net income or net losses as calculated in accordance with this Agreement differs from such share as determined by the General Partner then the determination of the Accountants shall be deemed to be correct and binding upon the Limited Partnership and the Limited Partners. The General Partner shall cause the necessary adjustments to be made by payment or reallocation to or from the Limited Partner as the case may be.

6.5 Payment of Adjustments

The General Partner shall, within seven (7) days after receiving a report of the Accountants pursuant Section 6.4 hereof, above, notify in writing each Limited Partner whose share of the income or loss is to be adjusted, of the amount of the adjustment, together with a cheque for the amount payable to the Limited Partner or a request for payment in respect of the amount payable by the Limited Partner, as the case may be. Each Limited Partner hereby shall pay any amount owing by him pursuant to Section 6.4, above, within fifteen (15) days from the receipt of the aforementioned request for payment. If such amount is not paid within such period then such amount shall thereafter bear interest at the Prime Rate, plus four (4%) percent per annum, calculated and compounded monthly.

6.6 Commingling of Funds

The funds and assets of the Limited Partnership shall not be commingled with the funds or assets of any other person (including those of the General Partner).

6.7 Capital Account

The Limited Partnership shall maintain a Capital Account for each of the General Partner, the Founding Limited Partner and each Limited Partner (each of which is referred to in this section as a "**Partner**"), the initial balance of which shall equal their Capital Contributions. Each Partner's Capital Account shall be increased by (a) allocations of profits to that Partner and (b) subsequent Capital Contributions by that Partner, and shall be reduced by (a) allocations of losses to that Partner and (b) distributions to that Partner.

6.8 Distributions of Extraordinary Net Cash Receipts and Distributable Cash

Distributable Cash and Extraordinary Net Cash Receipts shall be distributed to the Limited Partners in the ratio of their respective Pro Rata Shares.

6.9 No Interest Payable

No Limited Partner shall be entitled to receive interest on the amount of his Capital Account. No Limited Partner shall be liable to pay interest to the Limited Partnership on any negative balance of capital or on any negative balance in his capital account unless interest may be charged pursuant to a specific provision hereof.

6.10 Individuality of Limited Partners

No Limited Partner shall be responsible for any of the losses of any other Limited Partner, nor share in the income or allocation of tax deductible expenses attributable to the Units of any other Limited Partner.

6.11 Return of Capital

A Limited Partner is only entitled to demand a return of his Capital Contribution upon the dissolution, winding up or liquidation of the Limited Partnership.

6.12 Loan to General Partner

The Limited Partnership may lend to the General Partner funds received in subscription for Units for the period from the receipt of such funds to the expenditure thereof on the purchase of the Lands. The General Partner shall pay interest on such funds at the rate of 5% per annum. Notwithstanding any other provision of this agreement, cash flow of the Limited Partnership resulting from the payment of such interest shall be paid to the Limited Partners so subscribing, in proportion to the amounts subscribed and the number of days each subscription was received prior to expenditure on the purchase of the Lands, and income of the Limited Partnership arising from such interest shall be allocated to the same Limited Partners in the same proportion.

6.13 Allocation Upon the Transfer of a Unit

Profits and losses of the Limited Partnership shall be allocated between the transferee and transferor of a Unit on the basis of the number of days during a fiscal period that each held the particular Unit so that each is allocated profits and losses according to his Allocable Share.

ARTICLE 7
ACCOUNTING AND REPORTING

7.1 Books and Records

The General Partner shall keep or cause to be kept on behalf of the Limited Partnership books and records reflecting the assets, liabilities, income and expenditures of the Limited Partnership and a register listing all Limited Partners and Units. Such books, records and register shall be available for inspection by any Limited Partner or his duly authorized representative during business hours at the offices of the General Partner or at the offices of the Accountants and copies of such documents may be made at the expense of such Limited Partner, except that information which, in the reasonable opinion of the General Partner, should in the interests of the Limited Partnership be kept confidential shall not be available for inspection or copying. In the event that the General Partner ceases to be the registrar and transfer agent, the register shall thereupon be maintained at the office of such other registrar and transfer agent as may be appointed by the General Partner.

7.2 Annual Financial Information

The General Partner shall be responsible for the preparation of annual financial statements of the Limited Partnership. The General Partner shall distribute or cause to be distributed a copy of such annual financial statements to each Limited Partner within ninety (90) days after the end of each fiscal year. Each Limited Partner shall be solely responsible for filing all income tax returns and reporting his share of the Limited Partnership income or loss. All financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied in accordance with past practice.

ARTICLE 8
MEETINGS

8.1 Meetings

Meetings of Limited Partners shall be called by the General Partner at such times as the General Partner deems appropriate. There shall be no requirement for annual meetings. When Limited Partners holding not less than forty (40%) percent of the outstanding Units (the "**Requisitioning Partners**") give to the General Partner notice signed by each of them requesting a meeting of the Limited Partnership, the General Partner shall, within twenty one (21) days of receipt of such notice, convene a meeting of the Limited Partners, and if it fails to do so, the Requisitioning Partners may convene such meeting by giving notice to the Limited Partners in accordance with this Agreement. Every meeting of the Limited Partners, however convened, shall be conducted in accordance with this Agreement.

8.2 Place of Meeting

Every meeting of the Limited Partners shall be held in Calgary, Alberta or at such other place in Alberta as may be reasonably designated by the General Partner.

8.3 Notice of Meeting

Notice of each meeting shall be given to each Limited Partner in accordance with the provisions of Section 10.2 hereof not less than fourteen (14) days prior to such meeting, and shall state:

(a) the time, date and place of such meeting;

(b) in general terms, the nature of the business to be transacted at the meeting; and

(c) all matters that are to be the subject of a vote at such meeting together with sufficient information to enable a Limited Partner to make a reasoned judgment on such matters.

8.4 Failure to Give Notice

Accidental failure to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner, will not invalidate the proceedings of that meeting.

8.5 Proxies

(a) Every Limited Partner is entitled to vote by means of proxy. The proxyholder shall be the General Partner or any Limited Partner identified in the proxy. Such proxyholder shall attend and act at the meeting in the manner, to the extent and with the authority conferred by the proxy.

(b) A proxy must be dated and signed in writing or by electronic signature by the Limited Partner who issues it or by an attorney therefor who is duly authorized by a document that is signed in writing or by electronic signature. The proxy shall indicate the meeting at which it is to be used and shall specify whether the Units owned by the Limited Partner shall be voted for or against each matter or group of related matters identified in the agenda relating to that meeting.

8.6 Corporations

A Limited Partner that is a corporation may appoint an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

8.7 Attendance of Others

Any officer or director of the General Partner, and representatives of the accountants or auditors or solicitors of the Limited Partnership, shall be entitled to attend and receive notice of each meeting of Limited Partners.

8.8 Chairman

The General Partner may nominate an individual (who need not be a Limited Partner) to be chairman of a meeting of Limited Partners and the person nominated by the General Partner shall be chairman of such meeting unless the Limited Partners elect another person as chairman by Ordinary Resolution.

8.9 Quorum

(a) Subject to this Agreement, a quorum of any meeting of Limited Partners shall consist of two or more persons present in person or by proxy representing not less than sixty (60%) percent of the issued and outstanding Units. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present then the meeting, then:

(i) if called by or at the request of the Limited Partners, shall be terminated; or

(ii) if called by the General Partner, shall be held at the same hour and, if available, the same place between ten (10) and twenty one (21) days later. The General Partner shall give at least seven (7) days' notice to all Limited Partners of the date of the adjourned meeting. Such notice need not set forth the matters to be considered at the adjourned meeting. At such adjourned meeting a single Limited Partner shall constitute a quorum.

(b) Except as otherwise provided herein, each person present at a meeting of the Limited Partners shall be entitled to one vote for each Unit of which he is the registered Unit holder and one vote for each Unit in respect of which he is the proxyholder.

(c) For greater certainty, the General Partner, unless it is voting its interest as a Limited Partner, shall not be entitled to a vote in respect of its interest in the Limited Partnership.

8.10 Voting

Every question submitted to a meeting:

(a) that requires a Special Resolution shall be decided by a poll; and

(b) that does not require a Special Resolution shall, except as otherwise provided in this Agreement, be decided by an Ordinary Resolution on a show of hands unless a poll is demanded by a Limited Partner, in which case a poll shall be taken, and, in the case of an equality of votes, the chairman shall not have a casting vote and the resolution shall be deemed to have been defeated. The chairman shall be entitled to vote in respect of any

Units held by him or for which he may be proxyholder. On any vote at a meeting of Limited Partners, a declaration of the chairman concerning the result of the vote shall be conclusive.

8.11 Poll

A poll requested or required concerning:

(a) the election of a chairman shall be taken immediately upon request; or

(b) any other matter shall be taken at the meeting in such manner as the chairman directs.

8.12 Resolutions Binding

Any resolution, whether a Special Resolution or an Ordinary Resolution, passed in accordance with this Agreement shall be binding upon all of the Limited Partners and their respective heirs, executors, administrators, successors and assigns, whether or not such Limited Partner was present in person or voted against any resolution so passed.

8.13 Powers Exercisable by Special Resolution

The following matters shall only be decided by Special Resolution:

(a) consenting to the amendment of the Limited Partnership Agreement except as provided herein;

(b) waiving any default by the General Partner on such terms as the Limited Partners may determine;

(c) continuing the Limited Partnership in the event that the Limited Partnership is terminated by operation of law or extending the date for dissolution of the Limited Partnership;

(d) changing the fiscal year end of the Limited Partnership;

(e) amending, modifying, altering or repealing any Special Resolution previously passed or any agreement requiring authorization by Special Resolution;

(f) dissolving or terminating the Limited Partnership;

(g) approving a settlement of an action against the General Partner as a result of a breach of its duties;

(h) creating or issuing additional interests in the Limited Partnership of a different class than the Units where such additional units would have preference or priority over the Units in respect of distributions of Distributable Cash, Extraordinary Net Cash Receipts, income or loss or return of contributed capital

(i) removal of the General Partner; and

(j) approval of the Sale of the Limited Partnership's interest in its assets to a Related Party.

8.14 Powers Exercisable by Ordinary Resolution

Subject to any other provision of this Agreement, matters to be decided by the Limited Partnership shall be determined by Ordinary Resolution.

8.15 Minutes

The General Partner shall cause minutes to be kept of all proceedings and resolutions of every meeting. The minutes, if signed by the chairman of the meeting, shall be deemed to be conclusive evidence of the matters stated therein, and such meetings minuted therein shall be deemed to have been duly convened and all resolutions and proceedings minuted therein to have been duly passed.

8.16 Additional Rules and Proceedings

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, the rules and procedures shall be determined by the chairman of the meeting.

8.17 Authorized Attendance

The General Partner may authorize the attendance of any person at a meeting Limited Partners regardless of whether such person is a Limited Partner. The General Partner may further authorize such attendee to address a meeting of the Limited Partners.

ARTICLE 9
DISSOLUTION, LIQUIDATION AND DISTRIBUTION OF SALE PROCEEDS

9.1 Dissolution and Termination

The Limited Partnership shall be dissolved upon the earlier of (i) the expiration of the term set forth in Section 2.6 hereof, above, (ii) the resignation of a General Partner unless a new General Partner is appointed, (iii) the authorization of dissolution by Special Resolution, or (iv) the liquidation of the Limited Partnership and distribution of all funds remaining after payment of all debts, liabilities and obligations of the Limited Partnership to its creditors. Notwithstanding any rule of law or equity to the contrary, the Limited Partnership shall not be terminated except in the manner provided for herein.

ARTICLE 10
MISCELLANEOUS

10.1 Competing Interests

Each Limited Partner is entitled, without the consent of the other Limited Partners, to carry on any business of the same nature and competing with that of the Limited Partnership, and is not liable to account to the other Limited Partners therefor.

10.2 Notices

(a) *Notice to the General Partner and Founding Limited Partner*. Except as otherwise provided in this Agreement, any notice required or permitted to be given to the General Partner or the Founding Limited Partner under this Agreement shall be sufficiently given in writing and served personally on an officer of the General Partner or the Founding Limited Partner or sent by facsimile or by letter, postage prepaid (unless at the time of mailing or within four (4) days thereafter there is a strike, interruption or lockout in the Canadian postal service, in which case the notice shall be given by personal delivery or facsimile), addressed to the following address:

4, 4002 9th Avenue N
Lethbridge, Alberta T1H 6T8
Fax: (403) 327-8529

Notice shall be considered to have been given if delivered or sent by facsimile on the date delivered or sent by facsimile or, if sent by letter, on the third business day following the date of mailing the letter. The General Partner shall advise the Limited Partners of any change in its address given above.

(b) *Notice to the Limited Partners* . Except as otherwise provided in this Agreement, any notice required or permitted to be given to a Limited Partner under this Agreement shall be sufficiently given if in writing and served personally on the Limited Partner or, if sent by facsimile or by letter, postage prepaid, addressed to the last address of the Limited Partners shown on the register of Limited Partners (unless at the time of mailing or within 4 days thereafter there shall be a strike, interruption or lockout in the Canadian postal service, in which case notice shall be given by personal delivery or facsimile). Notice shall be considered to have been given, if delivered or sent by facsimile on the date delivered or sent by facsimile or, if sent by letter, on the third business day following the date of mailing the letter. Each Limited Partner shall advise the General Partner, or the registrar and transfer agent if not the General Partner, of any change in his address as then shown on the register of Limited Partners.

10.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect of this Agreement and every part thereof.

10.4 Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

10.5 Counterparts

This Agreement may be executed in counterparts and delivered by facsimile transmission with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription or assignment forms or similar instruments signed by a Limited Partner, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

10.6 Time

Time is of the essence of this Agreement.

10.7 Sale of Plaza

Notwithstanding anything herein contained to the contrary, and in the event that the Limited Partners, by way of a vote pursuant to Article 8 of this Agreement vote to authorize the sale of the Plaza by a proportion of 66 and 2/3% of the total number of votes attaching to all Units, the Plaza shall be listed for sale with a commercial real estate company chosen by the General Partner for the Fair Market Value thereof and on usual market terms on an all cash basis, or on a cash together with new mortgage financing basis. The General Partner will accept any offer based on the foregoing criteria so long as the purchase price for the Plaza is not less than ninety-five (95%) percent of the Fair Market Value and the purchaser, in the determination of the General Partner, acting in a commercially reasonable manner, is reasonably qualified by having the financial resources to close upon the sale of the Plaza. The General Partner shall request such a vote of limited Partners on or about six (6) months prior to the expiration of the then existing mortgage on the Plaza, and may also request such a vote at such other times as it considers desirable. Nothing in this Section shall detract from the General Partner's authority, pursuant to Section 3.3(q) hereof, to sell the Plaza at any time without specific approval of the Limited Partners.

10.8 Turnover Fee

For good and valuable consideration, the General Partner or an Affiliate of the General Partner shall be entitled to a turnover fee (the "**Turnover Fee**") in the amount equal to 4% of the Fair Market Value of the Plaza at the Effective Date (as defined below) as determined by an independent appraiser appointed by the General Partner, accredited by AACI and recognized by the five major banks of Canada, which fee shall be payable upon the earliest of the following events (the "**Effective Date**"):

(i) sale of the Plaza by the Partnership;
(ii) termination of this Agreement by the Partnership;
(iii) the tenth (10^{th}) anniversary of the purchase of the Plaza by the Partnership; and
(iv) the involuntary replacement of the General Partner of the Partnership.

Upon determining the amount of the Turnover Fee and until it is paid in full, the General Partner or its Affiliate shall be entitled to a charge over the Plaza bearing interest at the rate of prime plus seven percent (7%) calculated and payable monthly upon any outstanding principal until such time as it is paid in full.

10.9 **Refinancing Fee**

For good and valuable consideration, the General Partner or an Affiliate of the General Partner shall be entitled to a refinancing fee (the "**Refinancing Fee**") in the amount equal to 2% of the Fair Market Value of the Plaza at the time of a refinancing of any of the mortgages on the Plaza where the amount being borrowed exceeds the principal outstanding on all existing mortgages as at the date immediately prior to the refinancing; as determined by an independent appraiser appointed by the General Partner, accredited by AACI and recognized by the five major banks of Canada. The Refinancing Fee shall be payable to the General Partner or an Affiliate of the General Partner on the date of the advance of the refinancing funds.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

WEST SPRINGS VILLAGE GENERAL PARTNER INC.

Per: ______________________

Ron Aitkens
Authorized Signatory

HARVEST CAPITAL MANAGEMENT INC.

Per: ______________________

Ron Aitkens
Authorized Signatory

Each person who from time to time becomes a Limited Partner, by their agent and attorney,

WEST SPRINGS VILLAGE GENERAL PARTNER INC.

Per: ______________________

Ron Aitkens
Authorized Signatory

This is Exhibit " C " referred to in the
Affidavit of
Neil Nartason
Sworn before me this 28 day
of NOV A.D. 2012
Linda Huber
A Commissioner for Oaths in
and for the Province of Alberta

L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 2014

AGREEMENT OF PURCHASE AND SALE

1. OFFER

FIRST CAPITAL ACQUISITION CORP. (the "Purchaser") hereby offers to purchase the property known as WEST SPRINGS VILLAGE, in the City of Calgary, in the Province of Alberta, which is legally described in Schedule "A" annexed hereto (the "Property") from WEST SPRINGS VILLAGE GENERAL PARTNER INC. (the "G.P.") and WEST SPRINGS VILLAGE LIMITED PARTNERSHIP, by its general partner, WEST SPRINGS GENERAL PARTNER INC. (the "L.P.") (the G.P and the L.P. are herein together referred to as the "Vendor").

2. PURCHASE PRICE AND DEPOSIT

The purchase price of the Property shall be Twenty Nine Million Six Hundred and Fifty Thousand Dollars ($29,650,000.00) (the "Purchase Price").

The Purchaser will submit to the Purchaser's solicitors, Bishop & McKenzie LLP, within five (5) business days of the execution by both parties of this Agreement the sum of Two Hundred Thousand Dollars ($200,000.00) (the "First Deposit") to be held, together with any interest earned thereon, by the Purchaser's solicitors in trust pending completion or other termination of this Agreement and to be credited (together with any interest earned thereon) on account of the Purchase Price on Closing (as hereinafter defined).

The Purchaser will submit to the Purchaser's solicitors, Bishop & McKenzie LLP, within five (5) business days of sending the Acceptance Notice, as defined below, the sum of Eight Hundred Thousand Dollars ($800,000.00) (the "Second Deposit"), to be held, together with any interest earned thereon, by the Purchaser's solicitors in trust pending completion or other termination of this Agreement and to be credited (together will any interest earned thereon) on account of the Purchase Price on Closing.

The First Deposit and Second Deposit, if applicable, shall be held in trust by the Purchaser's solicitors and may be invested in a term deposit issued by a Canadian Chartered Bank for the account of the Purchaser pending completion or other termination of this Agreement. In the event the purchase is not completed by the Purchaser solely by reason of the default by the Purchaser of its obligations hereunder after all conditions for the benefit of the Purchaser hereunder have been satisfied or waived, the First Deposit and Second Deposit, if applicable, together with any interest earned thereon, will be forfeited to the Vendor as its only remedy against the Purchaser (in which case the Purchaser will be released from all of its obligations hereunder other than in respect of its obligation to restore any damage caused to the Property as a result of its inspections or testing). In the event the transaction is not completed as a result of Vendor default, the First Deposit and Second Deposit, and any accrued interest, shall be returned to the Purchaser, without prejudice to any right or remedy which the Purchaser may have against the Vendor in the circumstances. In all other cases, if the transaction contemplated herein is terminated or otherwise not completed, the First Deposit and Second Deposit, if applicable, and all interest earned thereon will be returned to the Purchaser.

The Purchaser's solicitors shall give written notice to the Vendor's solicitors of receipt of the First Deposit and Second Deposit, if applicable.

The Purchase Price shall be paid as follows:

(a) $ 200,000.00 - First Deposit

(b) $ 800,000.00 - Second Deposit

(c) $ 16,200,000.00 - more or less, by assumption of the existing first mortgage registered in favour of The Great West Life Assurance Company (the "First Mortgage").

(d) $ 12,450,000.00 - being the balance by cash, subject to adjustments in accordance with paragraph 10, on the Closing Date (as hereinafter defined).

Notwithstanding the foregoing, the Purchaser reserves the right to make payment of the Second Deposit by way of an irrevocable clean letter of credit issued by a Canadian Chartered Bank in the face value of $800,000 with the Vendor as the named beneficiary.

3. ACCEPTANCE

This offer shall be irrevocable by the Purchaser until 4:00 p.m. on August 17, 2012, after which time if not accepted by the Vendor, this offer shall be null and void.

4. TITLE

On Closing, title to the Property will be good and free from all encumbrances, save and except for:

(a) any restrictive covenants that run with the Property, provided that such are complied with and provided such were registered against title to the Property on or before the date of execution of this Agreement;

(b) any registered municipal agreements provided such were registered against title to the Property on or before the date of execution of this Agreement;

(c) any registered easements or rights-of-way provided such were registered against title to the Property on or before the date of execution of this Agreement;

(d) lease caveats which relate to tenants now occupying premises on the Property;

(e) any registration the source of which is the Purchaser; and

(f) the First Mortgage and related caveats.

5. DUE DILIGENCE

On or before the day which is two (2) business days from the date that the Vendor executes this Agreement (the "Delivery Date"), the Vendor shall deliver to the Purchaser by way of the Extranet document delivery website for the Property currently maintained by CBRE Limited for the purpose or make available for its review at the Calgary office of the Vendor or its property manager during normal business hours and upon the provision of reasonable notice, the documents described in Schedule "B" hereto (the "Due Diligence Documents").

The Purchaser and its representatives shall have a period (the "Inspection Period") commencing on the execution of this Agreement by both parties and expiring at 5:00 p.m. on the date which is thirty (30) days after the Delivery Date (the "Due Diligence Date"):

(a) to review the terms and conditions of the leases and contracts;

(b) to have access to the Property, subject to the rights of or restrictions in favour of the tenants and upon reasonable notice and at all reasonable times, for the purpose of physical inspections thereof (excluding any physical inspections by governmental authorities) and to carry out prudent tests and inspections of the Property including, without limitation:

  (i) the structure of the buildings and the electrical, mechanical, plumbing, heating, air-conditioning, ventilating, garbage disposal, fire alarm, security and other systems servicing the buildings; and

  (ii) the surface and sub-surface (including ground water) of the Property by means of such soil tests, bore holes, test pits and other excavation as the Purchaser deems prudent;

(c) to review and approve, in its sole and unfettered discretion, the Due Diligence Documents and the registered encumbrances; and

(d) for the purpose of ensuring compliance of the Property with applicable laws, including environmental laws.

If the Purchaser is not satisfied, in its absolute discretion, with the results of any test, review or inspection carried out in respect of the Property, the Purchaser may elect to cancel this Agreement at any time during the Inspection Period by delivery of written notice from the Purchaser or its solicitors to the Vendor or its solicitors to this effect.

Upon delivery of a termination notice within the Inspection Period in accordance with this section, this Agreement shall terminate and the First Deposit paid by the Purchaser, together with any interest earned or accrued thereon, will be returned to the Purchaser without deduction. If the Purchaser is satisfied, in its absolute discretion, with the results of its review of the Property, it will deliver written notice to the Vendor or its solicitors (the "Acceptance Notice") to this effect on or before 5:00 p.m. on the Due Diligence Date. If no such Acceptance Notice is delivered to the Vendor on or before 5:00 p.m. on the Due Diligence Date, the Purchaser will be deemed to have elected to terminate this Agreement and the First Deposit, together with any interest earned or accrued thereon, will be returned to the Purchaser without deduction.

6. MUTUAL CONDITION

The obligation of the Purchaser and the Vendor to complete this transaction shall be conditional upon receipt, on or before the Due Diligence Date, of the approval of The Great-West Life Assurance Company to the assumption of the First Mortgage by the Purchaser, on terms and conditions acceptable to both the Purchaser and Vendor, in their respective sole and unfettered discretion. The Purchaser and the Vendor shall each pay one-half of the amount of any fees and expenses incurred or charged by The Great West Life Assurance Company in connection with the request for consent to the assumption of the First Mortgage.

This condition is included for the benefit of both the Purchaser and the Vendor and may not be waived unilaterally by one party. If this condition is not satisfied or waived on or before the Due Diligence Date: (i) the First Deposit together with any interest earned or accrued thereon, will be returned to the Purchaser without deduction; (ii) this Agreement shall be null and void and of no further force or effect whatsoever; and (iii) the Purchaser shall be released from all of its liabilities and obligations under this Agreement except for its obligation to restore any damage it caused to the Property as a result of its testing or inspecting the Property

7. ACCESS

The Vendor will allow the Purchaser, and its authorized representatives, access to the Property during normal business hours and access to such reports, studies, information, files and accounts within the possession or control of the Vendor which the Purchaser reasonably requests. All examinations and inspections of the Property will be conducted in such manner so as not to unreasonably interfere with the tenants' peaceful enjoyment of their premises. The Purchaser will repair any physical damage caused to the Property by its acts or omissions or the acts or omissions of persons conducting due diligence on its behalf.

The Vendor will provide all consents and authorizations (written or otherwise) which the Purchaser requests in order to enable such investigations as the Purchaser deems necessary and to allow the Purchaser to obtain such information as it deems necessary from the relevant municipal, zoning, environment and other departments and authorities.

8. REPRESENTATIONS AND WARRANTIES OF VENDOR

The Vendor hereby represents and warrants in favour of the Purchaser that, as of the date of this Agreement and as of the Closing Date:

(a) this Agreement has been validly executed and delivered by the Vendor;

(b) the G.P. is the registered owner of the Property and the L.P. is the sole beneficial owner of the Property;

(c) except as disclosed with the Due Diligence Documents there are no other agreements, options, or other rights pursuant to which the Vendor is, or may become, obligated to sell the Property;

(d) except as disclosed with the Due Diligence Documents, there are no leases, agreements to lease, licences, rights of occupation, tenancy arrangements or other rights to use, possess or occupy any part of the Property which have been granted, assumed or consented to by the Vendor, and the Vendor does not have any knowledge of any other leases, licences, rights of occupation, tenancy arrangements or other rights to use, possess or occupy any part of the Property;

(e) to the knowledge of the Vendor without having conducted any enquiry, the Due Diligence Documents do not contain material misstatements, and all financial information contained therein is true and correct in all material respects;

(f) the Vendor will not knowingly withhold any facts relating to the Property which would be material to an intending purchaser thereof;

(g) except as disclosed with the Due Diligence Documents there is no litigation or proceeding outstanding or threatened with respect to the Property; and

(h) true and complete copies of all reports pertaining to any environmental assessment/audits relating to the Property in the possession and control of the Vendor, including any inspections, investigations and tests relating to the Property that were obtained by, or in the possession or control of, or carried out on behalf of, the Vendor or its representatives, will have been provided to the Purchaser as part of the Due Diligence Documents.

The representations and warranties contained in this Agreement shall not merge on Closing but shall continue in full force and effect for the benefit of the Purchaser for a period of one year following the Closing Date. The representations and warranties contained in this Agreement will cease to have effect one year following the Closing Date except to the extent that written notice of a claim has been made by the Purchaser thereunder prior to that date.

9. **CLOSING CONDITIONS**

The obligation of the Purchaser to complete the purchase of the Property (the "Closing") on the Closing Date shall be subject to the following conditions:

(a) on or before the Closing Date, all encumbrances not permitted hereunder having been discharged and released from the Property, or satisfactory solicitor's undertakings to discharge post-Closing having been provided;

(b) on the Closing Date, the Purchaser being granted possession of the Property, subject only to the rights of existing tenants and new tenants which have been approved by the Purchaser;

(c) prior to the Closing Date, the Vendor will have provided to the Purchaser tenant estoppel certificates from;

(i) Shoppers Realty Inc.;

(ii) The Bank of Nova Scotia;

(iii) Mercato Culinaria Inc.;

(iv) Fergus & Bix;

(v) Dr. Leung P.C.; and

(vi) such other tenants which, together with the tenants named in paragraph 9(c) (i), (ii), (iii), (iv) and (v) hereof, comprise not less than 75% of the rentable area of the Property;

the contents of which estoppel certificates shall be consistent, in all material respects, with the lease documentation provided to the Purchaser as part of the Due Diligence Documents, and the form of which estoppel certificates shall be acceptable to the Purchaser, acting reasonably (provided than an estoppel certificate which is in the form prescribed by a particular tenant's lease shall be deemed to be acceptable to the Purchaser);

(d) the Vendor having performed or satisfied all of its obligations, covenants and conditions set out in this Agreement;

(e) the representations and warranties of the Vendor set out in this Agreement shall be true and accurate in all material respects as if made on and as of the Closing Date, and the Vendor shall have delivered to the Purchaser a certificate executed by an officer dated the Closing Date to this effect;

(f) on the Closing Date, (i) there will be no outstanding notices from any governmental authority ordering or directing that any alteration, repair, improvement or other work be done with respect to any building or structure located on the Property or relating to any non-compliance of the Property with any law, code or ordinance, nor any notices or directives capable of resulting in such a notice or work order, and (ii) there will be no outstanding remedial orders from any governmental authority with respect to the Property; and

(g) all documents necessary to convey the Property to the Vendor will have been prepared, including (i) a registerable transfer of the Property, (ii) an assignment of leases and an assignment of any contracts which the Purchaser elects to assume, (iii) an undertaking to readjust all adjustments made on Closing, (iv) copies of all files and documents relating to the Property in the Vendor's possession or control, (v) an officer's certificate of the Vendor certifying that it is not a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada), (vi) a notice to tenants respecting the sale, and (vii) such other closing documents as may be requested by the Purchaser, acting reasonably.

The conditions set out in this section are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser, in its sole discretion, by written notice to the Vendor. If any of the conditions set out in this section are not satisfied or waived on or before the Closing Date, the Purchaser may terminate this Agreement by notice in writing to the Vendor given on or before the Closing Date, in which event: (i) the First Deposit and Second Deposit, if applicable, together with any interest earned or accrued thereon, will be returned to the Purchaser without deduction, (ii) this Agreement shall be null and void and of no further force or effect whatsoever, and (iii) the Purchaser shall be released from all of its liabilities and obligations under this Agreement except for its obligation to restore any damage it caused to the Property as a result of its testing or inspecting the Property. However, the Purchaser may waive compliance with any of the conditions set out in this section in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfilment of any other condition in whole or in part.

The Closing of this transaction will take place on the first business day following thirty (30) days after the Due Diligence Date, or on such other date as the parties may mutually agree upon (the "Closing Date").

9A ESTOPPEL CERTIFICATES

The Vendor shall use reasonable commercial efforts to deliver to the Purchaser, prior to the Closing Date, estoppel certificates from all tenants of the Property. In the event that the Vendor is unable to deliver an estoppel certificate for any tenant of the Property, the Vendor shall replace the estoppel certificate for such tenant with a certificate of an officer of the Vendor attesting to the information which would have otherwise been confirmed by such estoppel certificate. In the event that the Vendor delivers an estoppel certificate for any such tenant on a post-closing basis, then the Vendor's certificate in respect of such tenant shall be forthwith returned by the Purchaser and shall be of no further force or effect. The Vendor acknowledges and agrees that delivery of an officer's certificate in replacement for an estoppel certificate will not satisfy the closing condition in paragraph 9(c).

Notwithstanding any of the foregoing, the Vendor shall, if requested by the Purchaser within three (3) business days of the Due Diligence Date, submit to the tenants the form of estoppel certificate reasonably requested by the Purchaser having regard to the terms of the leases at the Property.

10. ADJUSTMENTS

Adjustments for the Property shall be made as of the Closing Date. The Vendor shall be responsible for all expenses and shall be entitled to all revenues accrued with respect to the Property for the period ending on the day before the Closing Date and the Purchaser shall be responsible for all expenses and shall be entitled to all revenues accruing with respect to the Property for the period from and including the Closing Date. The Closing Date shall be for the account of the Purchaser.

The adjustments for the Property shall include rentals received, security deposits, real estate taxes, rent-free periods related to the period after Closing, operating costs, and any other expenses and other items customarily adjusted between a vendor and a purchaser of commercial real estate in the Province of Alberta. There will be no adjustments for accounts receivable except that if the Purchaser receives monies from a tenant who was in arrears at Closing, those monies will be first applied to any payment due to the Purchaser and then paid to the Vendor to the extent of the arrears.

Leasing costs in connection with New Leases (as defined below), including, without limitation, any costs and expenses related to tenant inducements, leasing commissions, rent free periods and costs of tenant improvements, will be paid by the Purchaser provided the New Leases have been approved by the Purchaser. Outstanding and unpaid leasing costs in connection with leases and binding offers to lease (other than New Leases that have been approved by the Purchaser), including, without limitation, any costs and expenses related to tenant inducements, leasing commissions, rent free periods and costs of tenant improvements and the total cost of any capital improvements presently committed or under way on the Property, will be for the Vendor's account and will be adjusted on Closing.

A statement of adjustments shall be delivered to the Purchaser by the Vendor at least seven (7) business days prior to the Closing Date and shall have annexed to it details of the calculations used to arrive at all debits and credits on the statement of adjustments. If the final cost or amount of an item which is to be adjusted has not been determined as at the Closing Date, then an initial calculation or adjustment for such item shall be made on the Closing Date, such amount to be estimated by the Vendor and agreed to by the Purchaser, each acting reasonably, on the basis of the best evidence available as to what the final cost or amount of such item will be. In each case, when such cost or amount is determined (such determination to be made as soon as possible), the party making such determination shall, within 30 days of determination, provide a complete statement thereof to the other party and within 30 days thereafter, the Vendor and the Purchaser shall make a final adjustment as of the Closing Date for the item in question.

11. TRANSFER

The Transfer of Land is to be prepared in registerable form by the Vendor, at its expense. The Purchaser shall pay the cost of registration of the Transfer of Land.

12. OPERATION OF PROPERTY AND COVENANTS OF VENDOR

The Vendor covenants and agrees that until Closing, the Property and all buildings on the Property and all other things being purchased shall be and remain at the risk of the Vendor. The Vendor agrees to maintain the Property in the ordinary course, consistent with its past practice. All New Leases, service and maintenance contracts and any other agreements relating to the Property entered into by the Vendor after the date hereof and prior to Closing will be forwarded to the Purchaser for its approval prior to execution (together with such credit and other supporting information as is then in the Vendor's possession or control) which approval may not be unreasonably withheld prior to the delivery of an Acceptance Notice, but may be unreasonably withheld thereafter. As an additional clarification, the Purchaser will be justified in refusing its approval of any such contract or agreement (other than New Leases) which cannot be terminated at Closing. "New Leases" refers to any letter of intent, lease, agreement to lease or offer to lease executed by the Vendor after the date of this Agreement, all of which will require the Purchaser's consent as aforesaid. The Vendor agrees to keep the Purchaser fully informed with respect to all leasing activities at the Property, including expressions of interest with respect to New Leases and any notices or requests from tenants of the Property related to possible subleases, assignments or amendments of existing leases.

13. RISK OF DAMAGE OR EXPROPRIATION

If any loss or damage to the Property in excess of $250,000.00 occurs on or before the Closing Date or if the Property or a material part of the Property is expropriated by a governmental authority, the Purchaser may, at its option, to be exercised by notice in writing to the Vendor within 5 business days of notice being given by the Vendor to the Purchaser of the damage or expropriation or before the Closing Date, whichever is the earlier, either terminate this Agreement or close this transaction in accordance with the provisions hereof. If the Purchaser fails to deliver such notice within such period, the Purchaser shall be deemed to have elected to close this transaction in accordance with the provisions hereof. If the Purchaser elects to close the transaction in accordance with the provisions hereof, the Purchaser shall be entitled to receive the full amount of any insurance proceeds in respect of any loss or damage to the Project and expropriation proceeds, and the Vendor shall so assign and release its interest in any such insurance proceeds and expropriation proceeds. In addition, the Purchase Price for the Project shall be reduced by an amount equal to any deductible under the applicable insurance coverage if such deductible is not paid by the Vendor.

14. RESIDENCY

The Vendor, on or before the Closing Date, shall produce evidence that it is not and upon the completion of this transaction will not be a non-resident of Canada within the meaning of the *Income Tax Act*, or, if it is a non-resident, that it has complied with the provisions of Section 116 of the *Income Tax Act* of Canada.

15. GOODS AND SERVICES TAX

The Purchaser covenants and agrees that it will on or prior to Closing provide the Vendor with its registration number and a copy of its certificate of registration relating to the federal government's goods and services tax under the Excise Tax Act (Canada) (the "GST"). If the Purchaser fails to provide the foregoing materials, the Purchaser agrees to pay to the Vendor on Closing, in addition to the balance due on Closing on account of the Purchase Price, an amount equal to the GST payable in respect of the within transaction, and the Vendor shall account for such amount in accordance with the provisions of the legislation implementing the GST. For greater certainty, the Purchaser acknowledges and agrees that if it fails to provide the foregoing materials, the amount payable on account of GST shall form part of the adjustments on Closing and the failure by the Purchaser to pay such amount to the Vendor on Closing shall be a breach of this Agreement entitling the Vendor, at its sole option, and without limiting the any of its other remedies, to terminate this Agreement. The Purchaser further agrees to indemnify and save harmless the Vendor from and against such GST together with any penalties and interest thereon which may arise as a result of any failure by the Purchaser to pay or account for such GST as aforesaid.

16. **BINDING EFFECT AND NON-SOLICITATION**

This offer, when accepted, shall, subject to its terms, constitute a binding contract of purchase and sale and time in all respects shall be of the essence in this Agreement, provided the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser or their respective solicitors who may be specifically authorized in that regard. The Vendor agrees that until termination of this Agreement, it will not solicit any offers in respect of the possible sale or disposition of the Property or otherwise co-operate with any other prospective purchaser of the Property.

17. **CONFIDENTIALITY**

Unless the sale and purchase of the Property is completed as contemplated in this Agreement, the parties will not disclose to any third party the existence, contents or effect of this Agreement or any documents, materials or information (including the results of any due diligence tests, assessments or searches) provided pursuant to or obtained in relation to this Agreement, without the prior written consent of the other party, except that each party may disclose the same to its employees, inspectors, lenders, agents, advisors, consultants, potential investors and such other persons as may reasonably be required and except that each party may disclose the same as required by law, in connection with any regulatory disclosure requirements or as may be deemed advisable by the Purchaser in its sole discretion for public company disclosure purposes.

18. **ASSIGNMENT**

The Purchaser may assign this Agreement upon the prior written consent of the Vendor, which consent shall not be unreasonably withheld, and the Purchaser shall be released from all obligations of the Purchaser under this Agreement upon such assignment being completed. Notwithstanding the foregoing, the Purchaser shall have the right to assign this Agreement to an affiliate (as that term is defined in the *Business Corporations Act* (Ontario)) or another related entity at any time and without consent. In addition, the Purchaser shall have the right to direct the Vendor on or before the Closing Date, to transfer title to the Property to a third party, by delivery of notice of such direction prior to Closing.

19. **NO COLLATERAL REPRESENTATION**

This Agreement shall constitute the entire agreement between the Vendor and the Purchaser and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

20. **REAL ESTATE BROKERS COMMISSIONS**

The Vendor will be responsible for any real estate brokerage commission payable with respect to this transaction.

21. **TENDER**

Any tender of documents, notices or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired.

22. GENERAL MATTERS

Each party shall be responsible for its own legal and other expenses incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement.

This Agreement will be governed by and construed in accordance with the laws of Alberta and the laws of Canada applicable therein.

23. NOTICE

Any notice required or permitted to be given pursuant to this Agreement shall be sufficiently given if delivered personally or transmitted by facsimile or email transmission or mailed by prepaid registered post,

and in the case of the Purchaser addressed to it at:

FIRST CAPITAL ACQUISITION CORP.
c/o First Capital Realty Inc.
Mount Royal Village, Suite 400
1550 - 8th Street SW
Calgary, Alberta T2R 1K1

Attention:	Mr. Brian Kozak
Facsimile No.:	403-257-6899
Email:	brian.kozak@firstcapitalrealty.ca

and in the case of the Vendor addressed to it at:

WEST SPRINGS VILLAGE GENERAL PARTNER INC.
c/o CBRE
500, 530-8th Ave. SW
Calgary, Alberta T2P 3S8

Attention:	Mr. Garry Beres
Facsimile No.:	403 269 4204
Email:	garry.beres@cbre.com

The date of the receipt of any such notice given by mailing shall be deemed to be the fourth business day after such mailing and if delivered or transmitted by facsimile or email shall be deemed to be the date of delivery or the date of transmission. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice, and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices. The word "notice" in this paragraph shall be deemed to include a request, statement and any other writing provided for in this Agreement or permitted to be given by the Vendor or the Purchaser to the other.

24. FACSIMILE AND ELECTRONIC ACCEPTANCE

The parties agree that this Agreement and the acceptance thereof, together with any notices to be given pursuant to the Agreement may be made in counterpart and by facsimile or electronic transmission.

DATED at Calgary, Alberta, this 27th day of August, 2012.

FIRST CAPITAL ACQUISITION CORP.

Per: ______________________________

THE UNDERSIGNED accepts the above offer this ____ day of August, 2012.

WEST SPRINGS VILLAGE GENERAL PARTNER INC.

Per: ______________________________

Per: ______________________________

WEST SPRINGS VILLAGE LIMITED PARTNERSHIP, by its general partner, WEST SPRINGS GENERAL PARTNER INC.

Per: ______________________________

Per: ______________________________

SCHEDULE "A"

Legal Description

PLAN 0715024
BLOCK 38
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.216 HECTARES (5.48 ACRES) MORE OR LESS

SCHEDULE "B"

Due Diligence Documents

(i) such real property report with evidence of municipal compliance as may be in the possession of the Vendor;

(ii) a rent roll in respect of the Property, together with copies of all leases and accepted offers to lease or other agreements granting to any person the right to occupy any premises or space forming part of the Property;

(iii) historical and budgeted operating and tax expense/recovery schedules outlining expenses;

(iv) copies of all employment, service or maintenance contracts in respect of the Property which are in force at or come into force after the date hereof, it being understood that there will be no obligation by the Purchaser to assume any such contracts;

(v) copies of the Vendor's operating statements in respect of the Vendor's term of ownership of the Property as well as copies of the Vendor's internal statements for the Property for the period from the end of its most recent complete operating year to June 30, 2012;

(vi) copies of all environmental, mechanical, electrical and structural studies or reports relating to the Property in the Vendor's possession and control and copies of any other studies or reports concerning the state or condition of repair of the Property which the Vendor has in its possession and control;

(vii) within reasonable time of receipt of a request in writing from the Purchaser, authorizations to governmental authorities and the issuers of the reports in paragraph (v) to release any requested information about the Property to the Purchaser;

(viii) a list of outstanding leasing costs under the Leases of the Property;

(ix) all plans and specifications for the Property, to the extent in the Vendor's possession and control, to be made available for review at the Calgary offices of the Vendor's property manager;

(x) copies of any and all documents confirming ownership of intellectual property pertaining to the Property;

(xi) a list of all continuing litigation and potential litigation (i.e. all files for which notices of default have been sent) and outstanding receivables concerning the Property;

(xii) all tenant files, to be made available for review at the Calgary offices of the Vendor's property manager;

(xiii) copies of property tax bills for the period of the Vendor's ownership;

(xiv) copies of the Commitment Letter, Mortgage Document and Amortization Schedule for the First Mortgage, together with such other documentation and authorisations as may be reasonably requested from time to time by the Purchaser in relation to the satisfaction of the Mutual Condition referred to in paragraph 6 hereof; and

(xv) tenant billing notices for the past and current year.

This is Exhibit " D " referred to in the
Affidavit of
Neil Narfason
Sworn before me this 28 day
of Nov A.D. 20 12
[signature]
A Commissioner for Oaths in
and for the Province of Alberta

L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 20 14

From: Robert Vanden Heuvel [robvh2@hotmail.com]
Sent: 08/31/2012 05:34 PM AST
To: Nicole Shurko <nshurko@kylandinvestments.com>; Foundation Capital <ron@harvestcmi.com>
Cc: "investorrelations@theharvestgroup.ca" <investorrelations@theharvestgroup.ca>; Murray Rousay <mrousay@gmail.com>; Ernie Callow <e.callow@sasktel.net>; Les Aberle <lesisat@shaw.ca>; Kyle Brown <brownke@shaw.ca>; Lucille Gans <lgans@telusplanet.net>; Darvin Zurfluh <darvin@pinnaclewealth.ca>; "sokkerse@gmail.com" <sokkerse@gmail.com>; Neil Narfason
Subject: RE: Demand Letter for West Springs Village LP

The letter sent to LPs by investor relations on August 23, 2012 stated that no sale had taken place and that the property had only been put up for sale to "test the waters". It also clearly stated that *no sale* would be undertaken without first seeking the approval of the LPs in a vote. The direction of the investment was clearly described in the letter to be a resumption of the original plan including the payment of dividends later this year.

Am I to understand now that the property may indeed have been sold?! If that's the case, then the letter from Harvest to the LPs was very obviously an outright lie and smokescreen designed to prevent LPs from organizing to protect their interests. We need an answer immediately.

I would also like to note that my requests for financial statements and the LP Register (to which LPs are legally entitled) have also been ignored.

Sincerely,
Robert Vanden Heuvel
Limited Partner, West Springs Village LP
(403) 870-9032

Date: Fri, 31 Aug 2012 14:31:21 -0600
From: NShurko@kylandinvestments.com
To: ron@harvestcmi.com
CC: investorrelations@theharvestgroup.ca; mrousay@gmail.com; e.callow@sasktel.net; lesisat@shaw.ca;

brownke@shaw.ca; lgans@telusplanet.net; darvin@pinnaclewealth.ca; robvh2@hotmail.com; sokkerse@gmail.com; Neil.Narfason@ca.ey.com
Subject: Demand Letter for West Springs Village LP

To:Ron Aitkens, General Partner
WestSprings Village Limited Partnership

RE: Sale of West Springs

I have sent many emails and letters requesting Financial Statements and the Limited Partnership Register. To date I have had no response. This is an unacceptable way to treat a Limited Partner and to make matters worse I have now been notified that the building has been sold for under market value.

As a Limited Partner in this investment I am by law entitled to the information requested above as well as should have a say in matters affecting the partnership. I am vehemently against you selling this property without consultation and vote of all the Limited Partners. My understanding of this investment was that the building could not be sold without a vote and that the Limited Partners would be registered on title of the building.

In addition, your last correspondence noted that the building is fully leased and profitable and therefore there seems to be no logical reason to sell the property at below a 6% cap rate which will cause the investors a loss. My conclusion is that the only motivation you have for the sale of this property is to collect your 4% turnover fee.

I am demanding my voice be heard on this matter along with all of the other Limited Partners and demand you call a Limited Partnership meeting immediately at which time you provide me with the required Financial Statements as well as the Limited Partner Register.

Please respond to my email at nshurko@kylandinvestments.com as soon as possible and advise what the status of my investment is and when you plan to call a meeting.

Nicole Shurko
Limited Partner
West Springs Village LP
(780) 455-3641

This message (including any attachments) is CONFIDENTIAL and may be PRIVILEGED. If you are not an intended recipient you are hereby notified that any distribution, copying or use by you of this information is strictly prohibited. If you have received this message in error please immediately notify the sender and delete all copies of this information from your system. // L'information contenue dans le présent courriel (y compris les pièces jointes, le cas échéant) est CONFIDENTIELLE et peut être PRIVILÉGIÉE. Si vous n'êtes pas le destinataire prévu, vous êtes par la présente avisé(e) que toute diffusion, copie ou utilisation de ladite information est strictement interdite. Si vous avez reçu cette communication par erreur, veuillez nous en aviser immédiatement en répondant à l'expéditeur et effacer de votre ordinateur toute trace de cette information.

Any U.S. tax advice contained in the body of this e-mail was not intended or written to be used, and cannot be used, by the recipient for the purpose of avoiding penalties that may be imposed under United States federal, state or local tax law. // Tout conseil de fiscalité américaine contenu, le cas échéant, dans le présent courriel ne visait pas à éviter des pénalités pouvant être imposées en vertu des lois fiscales fédérales, étatiques ou locales des États-Unis, n'a pas été rédigé dans ce but et ne doit pas être utilisé à cette fin par le destinataire.

This is Exhibit " E " referred to in the
Affidavit of
Neil Narfason
Sworn before me this 28 day
of NOV A.D. 20 13
Lynda Huber
A Commissioner for Oaths in
and for the Province of Alberta
L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 20 14

SOLE SHAREHOLDER DECLARATION

WHEREAS 1252064 Alberta Ltd. (the "Parent") and West Springs Village General Partner Inc. (the "Corporation") are governed by the *Business Corporations Act* (Alberta) (the "Act");

AND WHEREAS the Act makes provision for a declaration, by a person who is the beneficial owner of all the issued shares of a corporation, that restricts, in whole or in part, the powers of the directors to manage or supervise the management of the business and affairs of that corporation, which declaration will be deemed to be a unanimous shareholder agreement;

AND WHEREAS Ernst & Young Inc., solely in its capacity as court-appointed monitor (the "Monitor") of the Parent and on behalf of the Parent, wishes to restrict in whole the powers of the directors of the Corporation to manage and supervise the management of the business and affairs of the Corporation;

NOW THEREFORE:

1. The Parent, by and through the Monitor, declares that the powers of the directors of the Corporation to manage and supervise the management of the business and the affairs of the Corporation are restricted and are given to the Corporation.

2. The Parent confirms that, as provided in the Act, the Parent has all the rights, powers, duties and liabilities of the directors of the Corporation, whether they arise under the Act or otherwise, and to the extent permitted by law the directors are relieved of their rights, powers, duties and liabilities in whole.

3. The Parent confirms that this declaration is effective until revoked by written declaration of the Parent.

DATED as of September 7, 2012.

1252064 ALBERTA LTD. by Ernst & Young Inc.,
solely in its capacity as court-appointed Monitor

Per: ______________________
Name: Neil Narfason
Title: S.V.P.

027052/444385
DOCS 11784530v1

This is Exhibit " F " referred to in the
Affidavit of

Neil Narfason

Sworn before me this 28 day

of Nov A.D. 20 12.

Linda Huber

A Commissioner for Oaths in
and for the Province of Alberta

L. R. HUBER
MY COMMISSION EXPIRES
MARCH 27, 20 14

WEST SPRINGS VILLAGE LIMITED PARTNERSHIP

FORM OF PROXY

This form of proxy is solicited by West Springs Village General Partner Inc., (the "GP") general partner of West Springs Village Limited Partnership (the "LP") for a meeting (the "Meeting") of holders (the "Unitholders") of units (the "Units") of the LP, to be held at the Glenmore Inn and Convention Centre, 2720 Glenmore Trail SW, Calgary, Alberta, on November 14, 2012, commencing at 7:00 pm (Calgary time) and any adjournment or postponement thereof.

The undersigned Unitholder hereby appoints ERNST & YOUNG INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED MONITOR OF 1252064 ALBERTA LTD., SHAREHOLDER OF THE GENERAL PARTNER OF THE LP, AND NOT IN ITS PERSONAL CAPACITY, or in its stead ______________________ as the proxyholder of the undersigned to attend and act on behalf of the undersigned at the Meeting and at any adjournment or postponement thereof, and on every ballot that may take place in consequence thereof, with full power of substitution and with all the powers which the undersigned could exercise in respect to the shares represented by this proxy if personally present and with authority to vote at the said proxyholder's discretion unless herein specified and to vote and act in said proxyholder's discretion with respect to amendments or variations to matters referred to in the Notice of Meeting and with respect to other matters which properly come before the Meeting. Without limiting the general powers hereby conferred, the undersigned hereby directs the said proxyholder to vote the Units represented by this proxy in the manner indicated below:

1. **FOR** ☐ or **AGAINST** ☐ the Ordinary Resolution attached as Schedule "A" hereto; and

2. **TO VOTE** at the discretion of such proxyholder in respect of amendments or variations to the foregoing or on such other business as may properly be brought before the Meeting.

Date: ______________________, 2012.

The undersigned hereby revokes any instruments of proxy previously given for the meeting herein.

____
Signature of Unitholder(s)

____
Name of Unitholder(s) (*please print*)

____
Number of Units Held
(if no number is specified, then this Proxy is given in respect of all Units registered in the name of the Unitholder)

NOTE: Please sign, date and return this proxy as soon as possible to Ernst & Young Inc., solely in its capacity as court-appointed Monitor of 1252064 Alberta Ltd., shareholder of the general partner of the LP, and not in its personal capacity, located at Ernst & Young Tower, 1000, 440 – 2 Avenue SW, Calgary, Alberta T2P 5E9, Attention: Jessica Caden or by facsimile to 403-206-5075 or e-mail to Jessica.caden@ca.ey.com. If this Proxy is executed by a legal representative or on behalf of a corporation, please also include written evidence of your appointment or a copy of the Instrument under which the representative was appointed. Proxies must be received by Ernst & Young at least 48 hours, excluding Saturdays and holidays, prior to the Meeting or any adjournment thereof.

This Form of Proxy should be read in conjunction with the accompanying Notice of Meeting of Unitholders. Unitholders have the right to appoint a person to attend and act for them at the Meeting and may do so by inserting the name of the person they wish to appoint in the space provided in the form of proxy, or by completing another proper form of proxy. The proxyholder is required to be Ernst & Young Inc. or a limited partner. This proxy is solicited by the GP and if no specification is made, will be deemed to grant authority to vote in favour of all matters.

SCHEDULE "A"

WEST SPRINGS VILLAGE LIMITED PARTNERSHIP (THE "LP")

WHEREAS the LP and West Springs Village General Partner Inc. (the "**GP**", and the LP and the GP collectively referred to as the "**Vendor**") wish to enter into an agreement of purchase and sale, as amended (the "**Purchase Agreement**") dated as of August 21, 2012 with First Capital Acquisition Corp. (the "**Purchaser**") wherein the Vendor agrees to sell and the Purchaser agrees to purchase the Property, as such term is defined in the Purchase Agreement.

IT IS HEREBY RESOLVED that:

1. The LP enter into the Purchase Agreement with Purchaser;

2. The GP may cause the LP, without further notice to or approval of any of the unitholders of the LP, to:

   (a) vary, amend, terminate or otherwise modify the Purchase Agreement;

   (b) consent to the assignment of all or any part of the Purchaser's interest in the Purchase Agreement to any person;

   (c) complete the Purchase Agreement and all of the transactions contemplated thereby; and

   (d) to take any steps or actions reasonably incidental to any of the foregoing.

3. Any director, officer or shareholder of the GP is hereby authorized to execute all such deeds, documents and writings and do and perform all such acts and things as in the opinion of such director, officer or shareholder may be necessary or desirable to give effect to the transactions contemplated by this resolution, the execution and delivery thereof and the doing of all such acts and things being conclusive evidence of such determination.

WEST SPRINGS VILLAGE LIMITED PARTNERSHIP

FORM OF PROXY

This form of proxy is solicited by West Springs Village General Partner Inc., (the "GP") general partner of West Springs Village Limited Partnership (the "LP") for a meeting (the "Meeting") of holders (the "Unitholders") of units (the "Units") of the LP, to be held at the Glenmore Inn and Convention Centre, 2720 Glenmore Trail SW, Calgary, Alberta, on November 14, 2012, commencing at 7:00 pm (Calgary time) commencing at 7:00 pm (Calgary time) and any adjournment or postponement thereof.

The undersigned Unitholder hereby appoints ERNST & YOUNG INC., SOLELY IN ITS CAPACITY AS COURT APPOINTED MONITOR OF 1252064 ALBERTA LTD., SHAREHOLDER OF THE GENERAL PARTNER OF THE LP, AND NOT IN ITS PERSONAL CAPACITY, or in its stead ______________________ as the proxyholder of the undersigned to attend and act on behalf of the undersigned at the Meeting and at any adjournment or postponement thereof, and on every ballot that may take place in consequence thereof, with full power of substitution and with all the powers which the undersigned could exercise in respect to the shares represented by this proxy if personally present and with authority to vote at the said proxyholder's discretion unless herein specified and to vote and act in said proxyholder's discretion with respect to amendments or variations to matters referred to in the Notice of Meeting and with respect to other matters which properly come before the Meeting. Without limiting the general powers hereby conferred, the undersigned hereby directs the said proxyholder to vote the Units represented by this proxy in the manner indicated below:

1. **FOR** ☐ or **AGAINST** ☐ the Ordinary Resolution attached as Schedule "A" hereto; and

2. **TO VOTE** at the discretion of such proxyholder in respect of amendments or variations to the foregoing or on such other business as may properly be brought before the Meeting.

Date: ______________________, 2012.

The undersigned hereby revokes any instruments of proxy previously given for the meeting herein.

____
Signature of Unitholder(s)

____
Name of Unitholder(s) *(please print)*

____
Number of Units Held
(if no number is specified, then this Proxy is given in respect of all Units registered in the name of the Unitholder)

NOTE: Please sign, date and return this proxy as soon as possible to Ernst & Young Inc., solely in its capacity as court-appointed Monitor of 1252064 Alberta Ltd., shareholder of the general partner of the LP, and not in its personal capacity, located at Ernst & Young Tower, 1000, 440 – 2 Avenue SW, Calgary, Alberta T2P 5E9, Attention: Jessica Caden or by facsimile to 403-206-5075. If this Proxy is executed by a legal representative or on behalf of a corporation, please also include written evidence of your appointment or a copy of the Instrument under which the representative was appointed. Proxies must be received by Ernst & Young at least 48 hours, excluding Saturdays and holidays, prior to the Meeting or any adjournment thereof.

This Form of Proxy should be read in conjunction with the accompanying Notice of Meeting of Unitholders. Unitholders have the right to appoint a person to attend and act for them at the Meeting and may do so by inserting the name of the person they wish to appoint in the space provided in the form of proxy, or by completing another proper form of proxy. The proxyholder is required to be Ernst & Young Inc. or a limited partner. This proxy is solicited by the GP and if no specification is made, will be deemed to grant authority to vote in favour of all matters.

SCHEDULE "A"

WEST SPRINGS VILLAGE LIMITED PARTNERSHIP (THE "LP")

WHEREAS the LP and West Springs Village General Partner Inc. (the "**GP**", and the LP and the GP collectively referred to as the "**Vendor**") wish to enter into an agreement of purchase and sale, as amended (the "**Purchase Agreement**") dated as of August 21, 2012 with First Capital Acquisition Corp. (the "**Purchaser**") wherein the Vendor agrees to sell and the Purchaser agrees to purchase the Property, as such term is defined in the Purchase Agreement.

IT IS HEREBY RESOLVED that:

1. The LP enter into the Purchase Agreement with Purchaser;

2. The GP may cause the LP, without further notice to or approval of any of the unitholders of the LP, to:

   (a) vary, amend, terminate or otherwise modify the Purchase Agreement;

   (b) consent to the assignment of all or any part of the Purchaser's interest in the Purchase Agreement to any person;

   (c) complete the Purchase Agreement and all of the transactions contemplated thereby; and

   (d) to take any steps or actions reasonably incidental to any of the foregoing.

3. Any director, officer or shareholder of the GP is hereby authorized to execute all such deeds, documents and writings and do and perform all such acts and things as in the opinion of such director, officer or shareholder may be necessary or desirable to give effect to the transactions contemplated by this resolution, the execution and delivery thereof and the doing of all such acts and things being conclusive evidence of such determination.