Form 27
[Rules 6.3 and 10.52(1)]

COURT FILE NUMBER	1201-06934	Clerk's Stamp CLERK OF THE COURT FILED AUG 30 2013 JUDICIAL CENTRE OF CALGARY
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
PLAINTIFF DEFENDANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**	
DOCUMENT	**APPLICATION**	
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 File: 027052-444385	

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date:	September 6, 2013
Time:	2:00 pm
Where:	Calgary Courts Center (Commercial List)
Before Whom:	The Honourable Justice B.E.C. Romaine

Go to the end of this document to see what else you can do and when you must do it.

Remedy Claimed or Sought:

Ernst & Young Inc. (the "**Monitor**"), in its capacity as court appointed monitor of 1252064 Alberta Ltd. ("**125 Alberta**") and 1330075 Alberta Ltd. ("**133 Alberta**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") pursuant to an initial order issued by Madam Justice B.E.C. Romaine on June 7, 2012, as subsequently amended and restated (collectively, the "**CCAA Initial Order**"), applies for orders substantially in the form attached as Schedules "**A**" to "**C**" hereto:

1. Abridging the time required for service of this application (the "**Application**") and supporting materials to the date service was effected, declaring that this Application is properly returnable on September 6, 2013, that service of the Application and the eight report of the Monitor, dated August 29, 2013 (the "**Eight Monitor's Report**") on the service list is validated and that no persons other than those on the service list are entitled to service of the Eight Monitor's Report or the Application.

2. Approving the agreement of purchase and sale, dated August 8, 2013 (the "**Balsam House Purchase Agreement**") between the Monitor and Christopher James Fisher or his nominee (the "**Balsam House Purchaser**") and the sale and transfer of the lands identified therein and vesting title in the lands in the Balsam House Purchaser, free and clear of all encumbrances other than permitted encumbrances, upon the closing of the Balsam House Purchase Agreement.

3. Approving the Agreement of Purchase and Sale, dated July 10, 2013 (the "**Balsam Lands Purchase Agreement**") between the Monitor and David Cation or his nominee (the "**Balsam Land Purchaser**") and the sale and transfer of the lands identified herein and vesting title in the lands in the Balsam Lands Purchaser, free and clear of all encumbrances other than permitted encumbrances, upon the closing of the Balsam Lands Purchase Agreement.

4. Approving the share purchase, unanimous shareholder termination and release agreement, dated August 14, 2013 (the "**Share Purchase Agreement**") between, *inter alia*, the Monitor and 1210560 Alberta Ltd. ("**120 Alberta**") and the sale and transfer of the shares identified therein and the vesting title in the shares in 120 Alberta, free and clear of all encumbrances other than permitted encumbrances, upon the closing of the Share Purchase Agreement.

5. Such further and other relief as the Monitor may advise and this Honourable Court may allow.

Grounds for making this application:

The grounds for the Application are as follows:

6. The Monitor was appointed as monitor of 125 Alberta and 133 Alberta pursuant to the CCAA Initial Order.

7. The Monitor is empowered and authorized to sell the property of 125 Alberta and 133 Alberta, with the approval of this Honourable Court, pursuant to the CCAA Initial Order.

8. The Monitor has entered into the various purchase agreements described herein. The purchase agreements are conditioned on the approval of this Honourable Court.

9. The property of issue in the purchase agreements was sufficiently exposed to the relevant market in a commercially reasonable and fair marketing process. The price to be paid by the purchaser represents the highest price that can be obtained for the property. The Monitor has provided information on the sales and marketing process for the property in the Eighth Monitor's Report.

10. The sale of the Property, as proposed, is in the best interests of the estate of the stakeholders of 125 Alberta and 133 Alberta.

11. Such further and other grounds as counsel for the Monitor may advise.

Affidavit or other evidence to be used in support of this application:

12. The Eighth Monitor's Report.

13. Such further and other material as counsel for the Monitor may advise.

Applicable Acts and Regulations

14. Rule 6.3(1) and 6.9(1) of the Alberta *Rules of Court*.

15. The CCAA.

16. Such further and other rules as counsel for the Monitor may advise.

Any irregularity complained of or objection relied on:

17. There are no irregularities complained of or objections relied on.

How the application is proposed to be heard or considered:

18. The Monitor proposes that the Application be heard in person with one, some or all of the parties present.

WARNING
If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A" OF THE APPLICATION

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**
DOCUMENT	**VESTING ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins/Walker W. MacLeod Suite 3300, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Phone: 403-260-3531/403-260-3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca File: 027052-441175

DATE ON WHICH ORDER WAS PRONOUNCED:	September 6, 2013
NAME OF JUDGE WHO MADE THE ORDER:	B.E.C. Romaine
JUDICIAL DISTRICT WHERE THIS ORDER WAS PRONOUNCED:	Calgary, Alberta

UPON THE APPLICATION of Ernst & Young Inc. (the "**Monitor**"), in its capacity as court appointed monitor of 1330075 Alberta Ltd. (the "**Vendor**"), pursuant to the order issued by Justice B.E.C. Romaine in the within proceedings on June 7, 2012, as subsequently amended and restated (collectively, the "**CCAA Initial Order**") under the *Companies' Creditor Arrangement Act* (Canada) (the "**CCAA**") to approve a transaction (the "**Transaction**") contemplated in an agreement of purchase and sale dated August 8, 2013 (the "**Sale Agreement**") between the Monitor and Christopher James Fisher or his nominee (the "**Purchaser**") in respect of the lands identified in Appendix "**A**" hereto (the "**Lands**"); **AND UPON** having read the eighth report of the Monitor dated August 29, 2013 (the "**Eight Monitor's Report**"), and the pleadings and proceedings filed herein;

AND UPON noting the Affidavit of Service of •, sworn •, 2013 (the "**Service Affidavit**"); **AND UPON** hearing from counsel for the Monitor, and from any other affected parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. THIS COURT ORDERS that the time for service of the Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved and the execution of the Sale Agreement by the Monitor is hereby authorized and approved, with such minor amendments as the Monitor may deem necessary. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Lands to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a certificate from the Monitor to the Purchaser (the "**Monitor's Certificate**"), all of the Vendor's right, title and interest in and to the Lands described in Appendix "**A**" shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the CCAA Initial Order and (ii) those Claims listed on Appendix "**B**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Appendix "**C**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Registry Division of • of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Monitor, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Lands in fee simple, and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Appendix "**B**" hereto.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Notwithstanding the foregoing, the Monitor is authorized and directed to disburse the sum of $125,000 from the net proceeds on account of the Administration Charge (as such term is defined in the CCAA Initial Order).

6. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;

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

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

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

8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor and its 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 Monitor, as an officer of this Court, as may be

necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

9. THIS COURT ORDERS THAT service of this Order shall be good and sufficient by delivery of this Order by email, recorded mail, facsimile or personal delivery or the persons attending the Application and no other persons are entitled to service of this Order.

J.C.Q.B.A.

APPENDIX "A"

PART OF LT 10 CON 8, BEXLEY;

DESIGNATED PART 1 PL 57R-9722;

CITY OF KAWARTHA LAKES

APPENDIX "B"

DISCHARGED ENCUMBRANCES

REGISTRATION NO.	DATE	INSTRUMENT TYPE
KL68011	2012/11/01	APL COURT ORDER
KL77598	2013/08/08	NOTICE

APPENDIX “C”

PERMITTED ENCUMBRANCES

REGISTRATION NO.	DATE	INSTRUMENT TYPE
A4724	1970/01/02	ORDER
57R9722	2009/04/29	PLAN REFERENCE

SCHEDULE "B" OF THE APPLICATION

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**
DOCUMENT	**VESTING ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins/Walker W. MacLeod Suite 3300, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Phone: 403-260-3531/403-260-3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca File: 027052-441175

DATE ON WHICH ORDER WAS PRONOUNCED:	September 6, 2013
NAME OF JUDGE WHO MADE THE ORDER:	B.E.C. Romaine
JUDICIAL DISTRICT WHERE THIS ORDER WAS PRONOUNCED:	Calgary, Alberta

UPON THE APPLICATION of Ernst & Young Inc. (the "**Monitor**"), in its capacity as court appointed monitor of 1330075 Alberta Ltd. (the "**Vendor**"), pursuant to the order issued by Justice B.E.C. Romaine in the within proceedings on June 7, 2012, as subsequently amended and restated (collectively, the "**CCAA Initial Order**") under the *Companies' Creditor Arrangement Act* (Canada) (the "**CCAA**") to approve a transaction (the "**Transaction**") contemplated in an agreement of purchase and sale dated July 10, 2013 (the "**Sale Agreement**") between the Monitor and David Caiton or his nominee (the "**Purchaser**") in respect of the lands identified in Appendix "**A**" hereto (the "**Lands**"); **AND UPON** having read the eighth report of the Monitor dated August 29, 2013 (the "**Eight Monitor's Report**"), and the pleadings and proceedings filed herein; **AND UPON** noting the Affidavit of Service of •, sworn •, 2013 (the "**Service Affidavit**"); **AND UPON** hearing from counsel for the Monitor, and from any other affected parties that may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. THIS COURT ORDERS that the time for service of the Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved and the execution of the Sale Agreement by the Monitor is hereby authorized and approved, with such minor amendments as the Monitor may deem necessary. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Lands to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a certificate from the Monitor to the Purchaser (the "**Monitor's Certificate**"), all of the Vendor's right, title and interest in and to the Lands described in Appendix "**A**" shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the CCAA Initial Order; (ii) those Claims listed on Appendix "**B**" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Appendix "**C**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.

4. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Registry Division of • of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Monitor, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Lands in fee simple, and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Appendix "**B**" hereto.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and that from and after the delivery of the Monitor's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Notwithstanding the foregoing, the Monitor is authorized and directed to disburse the sum of $125,000 from the net proceeds on account of the Administration Charge (as such term is defined in the CCAA Initial Order).

6. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;

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

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

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

8. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Monitor and its 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 Monitor, as an officer of this Court, as may be

necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

9. THIS COURT ORDERS THAT service of this Order shall be good and sufficient by delivery of this Order by email, recorded mail, facsimile or personal delivery or the persons attending the Application and no other persons are entitled to service of this Order.

J.C.Q.B.A.

Appendix "A"

LOT 9, PART L. 10, C. 8, LOT 9, 10, 11, C. 9 BEXLEY, KAWARTHA LAKES,
ARN'S: 165134001003300; 165134001003900; 165134001004000; 165134001004100;

APPENDIX "B"

DISCHARGED ENCUMBRANCES

REGISTRATION NO.	DATE	INSTRUMENT TYPE
KL68011	2012/11/01	APL COURT ORDER
KL77598	2013/08/08	NOTICE

APPENDIX "C"

PERMITTED ENCUMBRANCES

REGISTRATION NO.	DATE	INSTRUMENT TYPE
A4724	1970/01/02	ORDER
57R9722	2009/04/29	PLAN REFERENCE

SCHEDULE "C" OF THE APPLICATION

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 13300 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**
DOCUMENT	**ORDER (Vesting of ASI 17th Avenue Shares)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins/Walker W. MacLeod Suite 3300, 421 - 7 Avenue S.W. Calgary, AB T2P 4K9 Phone: 403-260-3531/403-260-3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca File: 027052-441175

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this notice of this Application for this Order is hereby abridged, if necessary, and deemed good and sufficient in the manner described in the Service Affidavit and this Application is properly returnable today.

APPROVAL OF TRANSACTION

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

3. The Monitor is hereby authorized, for and on behalf of the Vendor, to conclude the transactions contemplated by the Purchase Agreement (collectively, the "**Transactions**") and to take all such steps and execute all such documents as may reasonably be necessary to complete the Transactions, and the Vendor, the Purchaser, ASI 17^{th} Avenue, Vincenti and Lonardelli are further authorized to make non-material amendments to the Purchase Agreement as may be agreed to by each of them.

VESTING OF THE ASI 17^{TH} AVENUE SHARES

4. Upon the delivery of a certificate from the Monitor certifying that all of the Transactions have been concluded and are closed, all of the Vendor's right, title, estate and interest in and to the ASI 17^{th} Avenue Shares shall, without further instrument of transfer or assignment, vest in the Purchaser as contemplated by the Purchase Agreement, absolutely and forever, free and clear of and from any and all claims by, through, or under the Vendor, and any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Vendor whether or not they have attached or been perfected, registered or filed, whether secured or

unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "**Claims**") whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "**Claimants**") including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.

5. The proceeds from the sale of the ASI 17th Avenue Shares shall stand in the place and stead of the ASI 17th Avenue Shares and all Claims shall attach to the proceeds from the sale of the ASI 17th Avenue Shares with the same priority as they had with respect to the ASI 17th Avenue Shares immediately prior to the sale, as if the ASI 17th Avenue Shares had not been sold and remained in the possession or control of the Vendor immediately prior to the sale. The Monitor is authorized and directed to hold the proceeds received by the Monitor pursuant to the Purchase Agreement pending further order of this Honourable Court, provided, however, that the Monitor may make payment from the proceeds to the various beneficiaries of the Administration Charge (as that term is defined in the Initial Order issued in the within proceedings on June 7, 2012, as subsequently amended and restated).

6. Notwithstanding:

(a) the pendency of these proceedings;

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

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

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

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

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

(b) execute all deeds and documents, and to take all such steps as may be necessary or advisable in his sole discretion to consummate the Transactions.

8. Service of this Order is dispensed with except upon those parties present at the hearing of this Application, and any parties who were provided with notice of this Application.

9. This Honourable Court hereby requests the aid and recognition of any court or administrative body in any province of Canada, the Federal Court of Canada, any administrative tribunal or other court constituted pursuant to the Parliament of Canada or any of its provinces or territories and any federal or state court or administrative body in the United States of America or any other foreign courts to act in aid of and to be complimentary to this Court in carrying out the terms of this Order.

10. The Monitor is at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.

____
J.C.Q.B.A.