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OF CALGARY

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COURT FILE NUMBERS	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT(S)	ERNST & YOUNG INC. IN ITS CAPACITY AS COURT-APPOINTED RECEIVER AND MANAGER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY
DOCUMENT	NINTH REPORT OF THE RECEIVER August 14, 2017
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	<u>RECEIVER</u> Ernst & Young Inc. 2200, 215 2nd St SW Calgary, Alberta T2P 1M4 Attention: Neil Narfason / Cassie Riglin Telephone: (403) 206-5067 / (403) 206-5106 Fax: (403) 206-5075 Email: Neil.Narfason@ca.ey.com Cassie.Riglin@ca.ey.com <u>COUNSEL</u> McCarthy Tétrault LLP Suite 4000, 421 7th Avenue SW Calgary AB T2P 4K9 Attn: Sean Collins / Walker MacLeod Telephone: (403) 260-3531 / (403) 260-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca

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APPENDICES

INTRODUCTION

1. On June 7, 2012, 1252064 Alberta Ltd. ("125"), 1330075 Alberta Ltd. ("133") and Harvest Capital Management Inc. ("HCMI") (collectively the "Companies") sought and obtained protection from their creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended, (the "CCAA") pursuant to an order of this Honourable Court (the "Initial CCAA Order"). Pursuant to the Initial Order, Ernst & Young Inc. was appointed monitor (the "Monitor") of 125, 133 and HCMI (the "CCAA Proceedings").

2. Ernst & Young Inc. was appointed Receiver and Manager (the "Receiver") of the property, assets and undertakings (the "Property") of 125, 133 and HCMI pursuant to an Order (the "Receivership Order") of this Honourable Court dated September 30, 2013, in the within proceedings (the "Receivership Proceedings").

3. Concurrent with the issuance of the Receivership Order, the CCAA Proceedings were terminated by an order (the "Termination Order") of this Honourable Court dated September 30, 2013. The Termination Order provides that the charges in the Initial CCAA Order endure, notwithstanding the termination of the Initial CCAA Order.

4. The Receivership Order authorized the Receiver, among other things, to carry on the business of the Company, to sell, convey, transfer, lease or assign the Property out of the normal course of business, subject to court approval for transactions in excess of $100,000, and to make such arrangements or agreements as deemed necessary by the Receiver.

5. The purpose of this ninth report (the "Ninth Report") of the Receiver is to provide this Honourable Court with the Receiver's comments on:

   a) the activities of the Receiver since the eighth report dated January 3, 2017 (the "Eighth Report") and to provide a statement of receipts and disbursements for the period from the Appointment Date to July 31, 2017 (the "Reporting Period");

   b) the proposed interim distribution on 125;

   c) the remaining efforts to be undertaken by the Receiver to complete the administration of the 125 Receivership; and

   d) the Receiver's recommendations.

6. Capitalized terms not defined in this Report are as defined in the Receivership Order or Claims Process Order, granted by the Honourable Justice D.B. Nixon on January 12, 2017 (the "Claims Process Order"). Attached as Appendix 'A' to this report is a copy of the Claims Process Order.

7. All references to dollars are in Canadian currency unless otherwise noted.

TERMS OF REFERENCE

8. In preparing this Ninth Report, the Receiver has relied upon unaudited financial information and Company records. The Receiver has not performed an audit, review or other verification of such information.

BACKGROUND

9. 125, 133, and HCMI are part of a group of legal entities commonly known as the Harvest Group of Companies (collectively, the "Harvest Group"). Mr. Ronald Aitkens ("Mr. Aitkens") was the director and controlling mind of various legal entities comprising the Harvest Group, including the Companies. The Receiver has reviewed financial information pertaining to the Harvest Group and, based on this review, has determined that the Harvest Group raised in excess of $266 million between 2004 and 2010, largely through the issuance of bonds to investors, and used the funds to acquire lands and make other investments.

10. Various entities within the Harvest Group have defaulted on their obligations to bondholders and have obtained protection under the CCAA. The Receiver is (or was, in respect of Harvest Group entities that have exited from CCAA proceedings) the Court appointed monitor of a total of 27 entities within the Harvest Group that have been granted protection from their creditors pursuant to the CCAA.

11. The reconstruction of the Harvest Group's accounting records is presented in detail in the Ninth Report of the Monitor in the CCAA Proceedings dated August 30, 2013 (the "SUF Report").

12. Legacy Communities Inc. ("Legacy"), originally a member of the Harvest Group, obtained protection from its creditors under the CCAA on December 21, 2011 and implemented a Plan of Arrangement pursuant to the CCAA on October 26, 2012. Since that date, 125 and Legacy have operated at arm's length from one another.

13. The SUF Report shows that Legacy raised approximately $35.2 million through bond issuances to investors in 2006 for the purposes of real estate acquisition. Of the money raised by Legacy, $8.4 million (net) was disbursed to other entities within the Harvest Group of Companies and $7.9 million (net) was advanced directly from Legacy to 125.

14. Additional background information and other information regarding these Receivership Proceedings and the previous CCAA Proceedings have been posted by the Receiver on its website at: www.ey.com/ca/foundationgroup.

ACTIVITIES OF THE RECEIVER

15. The Receiver continues to work with its Panamanian counsel to pursue recovery on the Panama Claim in accordance with the Order issued in the within proceedings on January 12, 2017. The Receiver currently understands that it will the beneficial assignee of the Panama Claim will commence legal proceedings in Panama. The initial admission of the assignee's claim will be determined by the Judge. It is possible that this determination will be appealed. The Receiver cautions that there is no assurance that there will be any recovery on the Panama Claim.

125 STATEMENT OF RECEIPTS & DISBURSEMENTS

16. The following is a statement of the Receiver's receipts and disbursements during the Reporting Period:

1252064 Alberta Ltd.			Exhibit 1
Statement of receipts and disbursements			
CAD$, unaudited			
September 30, 2013 to Jul 31, 2017			
	Notes		
Opening cash balance	*a*	$	20,479
Receipts			
Related party recoveries	*b*		1,181,717
Mortgage payments and payout	*c*		283,447
Interest Income	*d*		19,755
Loan to Foundation Place and repayment	*e*		10,569
Total receipts			1,495,489
Cash balance before disbursements			1,515,968
Disbursements			
Legal fees	*f*		154,960
Receiver's fees	*g*		130,051
Loss on forgeign exchange			22,156
Net GST paid			6,103
Other miscellaneous disbursements			535
Total Disbursements			313,805
Cash on hand			1,202,163

Notes:

a) Opening cash as at the date of the Receivership Proceedings.

b) Related party recoveries included approximate recoveries from:

   i. Arlington Street Investments - $450,000;

   ii. Liberty Crossing - $426,000;

   iii. Harvest Group GP - $264,000;

   iv. Benchmark Capital - $26,000; and

   v. Foundation Homes - $15,000;

c) Monthly mortgage payments and ultimate payout of the mortgage issued by 125 on a house in Lethbridge, Alberta;

d) Interest income earned on the funds held by the Receiver;

e) Net amount earned on the loan to Foundation Place;

f) Legal fees incurred by the Receiver’s counsel in Canada and Panama; and

g) Receiver’s fees paid throughout the receivership proceedings.

125 HOLDBACK

17. With the completion of the claims procedure as outlined in the Claims Process Order (the "Claims Procedure"), the outcome of which is described below, the remaining sources of recovery for 125 are in with regards to the Panama Claim and recoveries, if any, from 133 and HCMI, the quantum of which is unknown at this time.

18. The Receiver requires a $200,000 holdback (the "125 Holdback") in order to pursue these recoveries, which will be netted from the cash on hand before making the proposed interim distribution to the creditors. The 125 Holdback has been agreed to by Legacy, 125's largest creditor.

125 INTERIM DISTRIBUTION

19. On January 12, 2017, this Honourable Court granted the Claims Process Order as described in the Eighth Report.

20. In accordance with the Claims Process Order, the Receiver reviewed all claims received prior to the Claims Bar Date and sent notices of revision or disallowance in connection with five claims via registered mail on June 6, 2017 (collectively, the "Notices of Revision or Disallowance"). The Receiver has not received any further correspondence nor has the Receiver been served with any applications disputing the Receiver's revision of two (2) claims or the Receiver's disallowance of three (3) claims, as set out in and pursuant to the Notices of Revision or Disallowance.

21. The result of the Claims Process is as follows:

1252064 Alberta Ltd. Exhibit 2
Summary of Claims and Proposed Distribution
CAD$, unaudited

Claim Type	Quantity	Amount
Accepted	6	$ 12,150,485
Revised	2	$ 934,000
Total Proven Claims	8	$ 13,084,485
Cash on hand		$ 1,202,163
Less: 125 Holdback		(200,000)
Add: Recovery from Panama		unknown
Add: Recoveries from 133 and HCMI		unknown
Cash Available for Interim Distribution		$ 1,002,163
Total Distribution as % of Proven Claims		7.7%
Disallowed	3	$ 9,418,107
Total Claims Received	11	$ 22,502,592

22. Based upon realizations within the Receivership, there are funds available to issue an interim distribution to the creditors of 125 (the “125 Interim Distribution”). Accordingly, the Receiver is seeking this Honourable Court’s approval of the 125 Interim Distribution to creditors with Proven Claims in the amount of approximately $1 million.

23. The 125 Interim Distribution will be distributed pro-rata to the creditor of 125 as follows:

1252064 Alberta Ltd. Exhibit 3
Proposed Interim Distribution
CAD$, unaudited

Legacy Communities Inc.	$ 689,496
West Springs Village	143,829
Stoney View Capital Inc.	63,893
Wayne Chui	33,164
Harbour View Capital Inc.	48,559
Theressa Moore	22,978
Brown Okamura & Associates Ltd.	219
City of Lethbridge	25
Proposed Interim Distribution	$ 1,002,163

WEST SPRINGS VILLAGE

24. On December 6, 2012, the Court granted a claims process order (the "WSV Claims Order") allowing Ernst & Young Inc. ("EYI"), in its capacity as Monitor of 125, to call for claims against West Springs Village Limited Partnership and West Springs Village General Partner Inc. (collectively "West Springs Village"). Attached as Appendix "B" to this report is a copy of the WSV Claims Order. Upon completion of the claims process, EYI distributed the remaining assets of West Springs Village to its creditors and Unitholders. Some of the distribution cheques went uncashed while others were returned to sender.

25. EYI proposes to resend the distributions to the creditors of West Springs Village again, with the additional funds owing to West Springs Village from 125, as laid out above in Exhibit 3.

26. If any further distributions are returned or remain uncashed after six months, all remaining funds will be transferred to the 125 estate and no further distributions will be made to the West Springs Village creditors.

COMPLETION OF RECEIVERSHIPS

27. The Receiver has to complete the following tasks in order to complete the administration of the 125 Receivership:

    a) continue to pursue the Panama Claim; and

    b) collection of distributions, if any, from the 133 and HCMI receiverships.

28. The remaining asset of 133 is the land located in Calmar, Alberta. The Receiver continues to market the Calmar Lands for sale and will need to determine the priority ranking of the creditors in relation to those lands prior to the distribution of any funds to creditors of 133.

29. The only remaining asset in HCMI, is an illiquid real estate investment held as limited partnership units in a commercial property managed by ReDev Properties. The Receiver continues to hold this investment, but due to its illiquid nature, it is not likely to be monetized in the near future.

RECEIVER'S RECOMMENDATIONS

30. The Receiver is recommending that this Honourable Court approve the actions and conduct of the Receiver and the Receiver's proposed 125 Interim Distribution.

Dated at Calgary AB, this 14th day of August, 2017.

ERNST & YOUNG INC.
in its capacity as Receiver and
Manager of 1252064 Alberta Ltd., 1330075 Alberta Ltd.
and Harvest Capital Management Inc.

Neil Narfason, CA, CPA, CIRP, LIT, CBV
Senior Vice President

Cassie Riglin, CA, CPA, CIRP, LIT
Vice President

APPENDIX A

COURT FILE NUMBER	1201-06934	Clerk's Stamp
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	**ORDER (CLAIMS PROCESS)**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean Collins / Walker W. MacLeod Suite 4000, 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	

DATE ON WHICH ORDER WAS PRONOUNCED:	January 12, 2017
NAME OF JUDGE WHO MADE THIS ORDER:	Justice D.B. Nixon
LOCATION OF HEARING:	Calgary, Alberta

UPON THE APPLICATION of the Receiver of 1252064 Alberta Ltd., 1330075 Alberta Ltd. and Harvest Capital Management Inc. to establish a claims process in respect of the Debtor; **AND UPON** having read the Notice of Application, filed on January 4, 2017 (the "**Application**") and the Eighth Report of the Receiver in its capacity as court appointed receiver and manager of the Debtor (the "**Eighth Receiver's Report**"); **AND UPON** hearing counsel for the Receiver and counsel present for other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application for this Claims Process Order is abridged and deemed good and sufficient and the Application is property returnable today.

DEFINED TERMS

2. For the purposes of this Claims Process Order, the following terms shall have the following meanings:

(a) "**125**" means 1252064 Alberta Ltd.;

(b) "**133**" means 1330075 Alberta Ltd.;

(c) "**Affected Claim**" means all Claims other than Excluded Claims;

(d) "**Affected Creditor**" means any Creditor having or asserting an Affected Claim;

(e) "**BIA**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended;

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

(g) "**Calmar Lands**" means the lands situated in the province of Alberta and legally described as Plan 0522859, Block 1, Lot 1 and Plan 0522859, Block 1, Lot 2, excepting thereout all mines and minerals;

(h) "**Calmar Lands Order**" means the order issued by the Honourable Madam Justice J. Strekaf of this Court in the within proceedings on December 12, 2014;

(i) "**Claim**" means any right or claim of any Person against one or more of the Debtors in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the Debtors, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation any claim arising from or caused by the repudiation by a Debtor of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (legal, statutory, equitable, fiduciary or otherwise), or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed on the Filing Date, together with any other claims of any kind that would constitute a claim provable in bankruptcy within the meaning of the BIA;

(j) "**Claims Bar Date**" means 5:00 p.m. (Mountain Time) on February 23, 2017 or such other date as may be ordered by the Court;

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

(l) "**Claims Process**" means the procedures outlined herein in connection with the assertion of Claims against the Debtor;

(m) "**Claims Process Order**" means the order granted by Justice D.B. Nixon of the Court on January 12, 2017, approving the Claims Process;

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

(o) "**Creditor**" means any Person having or asserting a Claim;

(p) "**Debtor**" means each of 125, 133 and HCMI;

(q) "**Excluded Claims**" means Claims:

(i) that are secured by charges granted pursuant to the Receivership Order;

(ii) that are secured by charges granted pursuant to the Calmar Lands Order; and

(iii) that are secured by charges, mortgages, liens or encumbrances registered against title to the Calmar Lands;

(r) "**Excluded Creditor**" means any Creditor having or asserting an Excluded Claim;

(s) "**Filing Date**" means September 30, 2013;

(t) "**HCMI**" means Harvest Capital Management Inc.;

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

(v) "**Known Creditors**" means Affected Creditors which the books and records of the Debtor disclose have an Affected Claim against the Debtor as of the Filing Date;

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

(x) "**Notice of Revision and Disallowance**" means the notice revising or disallowing an Affected Claim in accordance with the Claims Process in substantially the form attached to the Claims Process Order as Appendix "**D**";

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

(z) "**Proof of Claim**" means the form setting forth an Affected Claim, which proof of claim shall be substantially in the form attached to the Claims Process Order as Appendix "**B**";

(aa) "**Receiver**" has the meaning ascribed to it in the Receivership Order;

(bb) "**Receivership Order**" means the receivership order issued by the Court on September 30, 2013 in the within proceedings;

(cc) "**Website**" means the website established by the Receiver and located at http://documentcentre.eycan.com/Pages/Main.aspx?SID=228.

NOTICE OF CLAIMS PROCESS

3. The Receiver shall cause a Proof of Claim to be sent to each Known Creditor by regular prepaid mail, courier, facsimile or email on or prior to January 20, 2017.

4. The Receiver shall cause the Newspaper Notice to be published in the Calgary Herald and any other newspaper the Receiver consider advisable, on or prior to January 20, 2017.

5. The Receiver shall cause the Claims Package to be posted on the Website on or prior to January 20, 2017.

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

AFFECTED CLAIMS AGAINST TWO OR MORE DEBTORS

7. Any Person wishing to assert an Affected Claim against two or more of the Debtors must file a separate Proof of Claim with respect to each such Debtor and identify the particular Debtor against which an Affected Claim is asserted. If a Creditor lists more than one Debtor on any one Proof of Claim the Claim will be deemed to have been asserted only against the first-listed Debtor.

BARRING OF AFFECTED CLAIMS

8. Any Person who fails, refuses or neglects to deliver a completed Proof of Claim to the Receiver in respect of an Affected Claim on or before the Claims Bar Date shall, subject only to the further order of this Court:

(a) be forever barred, estopped and enjoined from asserting or enforcing such Affected Claim against any of the Debtors and the Debtors shall not have any liability whatsoever in respect of such Affected Claim and such Affected Claim shall be extinguished without any further act or notification by the Debtors;

(b) not be entitled to participate as an Affected Creditor in these proceedings or receive any further notice regarding this Claims Process or these proceedings; and

(c) not be entitled to receive any distribution, dividend or payment from the Debtors in respect of such Affected Claim.

RESOLUTION OF AFFECTED CLAIMS

9. The Receiver shall review any Proof of Claim that is submitted to it on or before the Claims Bar Date and, subject to the terms of this Claims Process Order, may accept, revise or disallow the Affected Claim as set forth in the Proof of Claim.

10. The Receiver may attempt to consensually resolve the classification or quantum of any Affected Claim prior to the Receiver accepting, revising or disallowing the Affected Claim as set forth in the Proof of Claim.

11. In the event that the Receiver elects to revise or disallow an Affected Claim as set forth in a Proof of Claim the Receiver shall send a Notice of Revision or Disallowance setting out the revision or disallowance of such Affected Claim as set forth in the Proof of Claim.

12. Any Person who wishes to dispute the Notice of Revision or Disallowance received from the Receiver shall, within fifteen days of receipt of the Notice of Revision or Disallowance from the Receiver, file an Application before the Court for the determination of its Affected Claim.

13. Any Person who receives a Notice of Revision or Disallowance from the Receiver and who fails to comply with paragraph 12 of this Claims Process shall be deemed to have conclusively accepted the classification and quantum of its Affected Claim as set forth in the Notice of Revision or Disallowance and shall, subject only to the further order of the Court:

(a) be forever barred, enjoined and estopped from challenging the classification and quantum of its Affected Claim as set forth in the Notice of Revision or Disallowance delivered to it by the Receiver; and

(b) be only entitled to receive distribution, dividend or payment from the Debtors in respect of such Affected Claim as classified and quantified in the Notice of Revision or Disallowance delivered to it by the Receiver.

NOTICE OF TRANSFEREES

14. If an Affected Creditor or any subsequent holder of an Affected Claim who has been acknowledged by the Receiver as the holder of the Affected Claim transfers or assigns that

Affected Claim to another Person, the Receiver shall not be required to give notice to or to otherwise deal with the transferee or assignee of the Affected Claim as the holder of such Affected Claim unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Receiver. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Affected Claim and shall be bound by notices given and steps taken in respect of such Affected Claim in accordance with the provisions of the Claims Process.

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

NOTICE AND COMMUNICATION

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

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

Ernst & Young Inc., in its capacity as court
appointed receiver and manager of 1252065
Alberta Ltd., 1330075 Alberta Ltd. and Harvest
Capital Management Inc.

Attention: Jessica Caden
2200, 215 – 2nd Street SW
Calgary, Alberta T2P 1M4

E-mail: Jessica.Caden@ca.ey.com
Fax: 403-206-5394

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

CURRENCY OF CLAIMS

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

GENERAL

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

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

22. Nothing in this Claims Process shall operate to bar, extinguish or affect Excluded Claims or the priority afforded to any Excluded Claims or Excluded Creditors.

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

J.C.Q.B.A.

APPENDIX "A"

INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF 1252064 ALBERTA LTD, 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. (COLLECTIVELY, THE "DEBTOR")

TO: [NAME AND ADDRESS OF CREDITOR]

On September 30, 2013, Ernst & Young Inc. (the "**Receiver**") was appointed as receiver and manager of the assets, properties and undertakings of the Debtor pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").

On January 12, 2017, the Court granted a further order prescribing a claims process to quantify, classify and resolve claims against the Debtor established (the "**Claims Process Order**"). A copy of the Claims Process Order may be viewed at http://documentcentre.eycan.com/Pages/Main.aspx?SID=228. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to it in the Claims Process Order.

Pursuant to the Claims Process Order, the Receiver is to send this Instruction Letter to Known Creditors and other certain other Persons.

The Claims Process Order provides that any Person who wishes to advance an Affected Claim against the Debtor, must complete and forward to the Receiver, a completed Proof of Claim on or before 5:00 pm (MST) on February 23, 2017. Any Person who fails to comply with these requirements shall be forever barred, enjoined and estopped from asserting such Affected Claim against the Debtor and such Affected Claim shall be forever extinguished. Affected Claims not proven in accordance with the procedures set out above shall, unless otherwise ordered by the Court, be deemed to be forever barred and may not thereafter be advanced against the Debtor.

Dated the _____ day of _________, 2017 in Calgary, Alberta.

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of 1252064 Alberta Ltd., 1330075 Alberta Ltd. and Harvest Capital Management Inc.

Per: ________________________________

Name:
Title:

APPENDIX "B"

PROOF OF CLAIM FOR THE CLAIMS PROCESS OF 1252064 ALBERTA LTD, 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. (COLLECTIVELY, THE "DEBTOR")

For Claims Arising On or Before September 30, 2013

Regarding the claim of ______________________ (referred to in this form as "the creditor") against:
(name of creditor)

☐ 1252064 Alberta Ltd.

☐ 1330075 Alberta Ltd.

☐ Harvest Capital Management Inc.

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

____

____

____

Telephone: ______________________________ Fax: ____________________________________

I, ____________________________ residing in the ______________________________
(name of person signing claim) **(city, town, etc.)**

of ___________________________ in the Province of ____________________________
(name of city, town, etc.)

Do hereby certify that:

1. ☐ I am the creditor

OR ☐ I am ____ of the creditor.
(if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the claim referred to in this form.

3.A The debtor identified above was, as at September 30, 2013, and still is indebted to the creditor in the sum of $_______________ as shown by the statement of account attached hereto and marked "Schedule "A". Claims should **not** include the value of good and/or services supplied or claims arising after September 30, 2013. If a creditor's claim is to be reduced by deducting any counter claims to which the debtor is entitled and/or amounts associated with the return of equipment and/or assets by the debtor, please specify.

The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing *the entitlement to interest.*

B The indebtedness referred to in paragraph 4.A is in the following currency:

☐ Canadian Dollars

☐ United States Dollars

4.A ☐ **Unsecured claim.** $ __________. In respect to the said debt, the creditor does not and has not since September 30, 2013, held any assets of the Debtor as security.

☐ **Secured claim.** $ ____________. In respect of the said debt, the creditor holds assets of the Debtor valued at $ _______________ as security:

Provide full particulars of security, *including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".*

Dated at _________________________________, this ______ day of ________________, 2017

_______________________________________ ____

Witness

Must be signed and witnessed

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. Please indicate which of the three debtors which you are asserting a claim against. If you are asserting a claim against multiple debtors please complete a separate Proof of Claim for all claims being asserted.

2. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, “Credit Manager”, “Treasurer”, “Authorized Agent”, etc., and the full legal name of the party you represent.

3. The person signing the form must have knowledge of the circumstances connected with the claim.

4. A. A Statement of Account containing details of secured and unsecured claims, and if applicable, of the amount due in respect of property claims, and must be attached and marked Schedule “A”. Claims should not include the value of goods and/or services arising after September 30, 2013. It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.

   B. Tick the appropriate currency.

5. The nature of the claim must be indicated by ticking the type of claim which applies. e.g. –

   Ticking (A) indicates the claim is unsecured;

   Ticking (B) indicates the claim is secured, such as a mortgage, lease or other security interest, and the value of which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule “B” and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.;

   A creditor may have separate claims in different categories, in which case a separate claim form must be submitted for each claim.

6. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.

Send a copy of the completed Proof of Claim, by 5:00 pm (MST) on February 23, 2017, to the Receiver at the below addresses:

Ernst & Young Inc., in its capacity as court appointed receiver and manager of 1252065 Alberta Ltd., 1330075 Alberta Ltd. and Harvest Capital Management Inc.

Attention: Jessica Caden
2200, 215 – 2nd Street SW
Calgary, Alberta T2P 1M4

E-mail: Jessica.Caden@ca.ey.com
Fax: 403-206-5394

APPENDIX "C"

NEWSPAPER NOTICE FOR THE CLAIMS PROCESS OF 1252064 ALBERTA LTD, 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. (COLLECTIVELY, THE "DEBTOR")

On September 30, 2013, Ernst & Young Inc. (the "**Receiver**") was appointed as receiver and manager of 1252064 Alberta Ltd., 1330075 Alberta Ltd. and Harvest Capital Management Inc. (the "**Debtor**").

On January 12, 2017, the Court granted a further order prescribing a process by which the identity and status of creditors of the Debtor and the amounts of their claims will be established (the "**Claims Process Order**"). A copy of the Claims Process Order may be viewed at http://documentcentre.eycan.com/Pages/Main.aspx?SID=228. Capitalized terms below are as defined in the Claims Process Order.

Any Person who wishes to advance an Affected Claim against the Debtor must complete and forward to the Receiver a completed Proof of Claim on or before 5:00 pm (MST) on February 23, 2017. Any Person who fails to comply with these requirements shall be forever barred, enjoined and estopped from asserting such Affected Claim against the Debtor and such Affected Claim shall be forever extinguished.

All claims must be made in the prescribed "Proof of Claim" form together with the required supporting documentation and be received by the Receiver on or before the Claims Bar Date, being 5:00 pm (MST) on February 23, 2017. If you have any questions regarding the claims process or the attached materials, please contact Jessica Caden at 403-206-5394 or Jessica.Caden@ca.ey.com.

APPENDIX "D"

NOTICE OF REVISION AND DISALLOWANCE FOR THE CLAIMS PROCESS OF 1252064 ALBERTA LTD, 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. (COLLECTIVELY, THE “DEBTOR”)

TO: [NAME AND ADDRESS OF CREDITOR]

NAME OF CREDITOR:

CLAIM NO.

THE RECEIVER HAS [REVISED/DISALLOWED] THE PROOF OF CLAIM YOU SUBMITTED AS FOLLOWS:

Classification: ____

Quantum: ____

IF YOU WISH TO DISPUTE THE REVISION AND DISALLOWANCE YOU MUST TAKE THE STEPS OUTLINED BELOW.

The Claims Process Order provides that if a Creditor disagrees with the Notice of Revision or Disallowance of its claim set out herein, the Creditor must file a Notice of Application before the Court of Queen’s Bench of Alberta within fifteen days of the date of this Notice of Revision or Disallowance to have its Affected Claim determined.

Any Person who fails to comply with such requirements shall be deemed to have accepted the classification and quantum of its Affected Claim as set forth in this Notice of Revision or Disallowance and shall be forever barred, enjoined and estopped from challenging the classification and quantum of its Affected Claim as set forth in this Notice of Revision or Disallowance delivered to it by the Receiver, except as otherwise may be ordered by the Court.

Dated the _____ day of _________, 2017 in Calgary, Alberta.

ERNST & YOUNG INC., in its capacity as court appointed receiver and manager of 1252064 Alberta Ltd., 1330075 Alberta Ltd. and Harvest Capital Management Inc.

Per: ________________________________
Name:
Title:

APPENDIX B

COURT FILE NUMBER	1201-15153
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT(S)	ERNST & YOUNG INC. IN ITS CAPACITY AS COURT APPOINTED MONITOR OF 1252064 ALBERTA LTD., AND NOT IN ITS PERSONAL CAPACITY
RESPONDENT(S)	WEST SPRINGS VILLAGE LIMITED PARTNERSHIP AND WEST SPRINGS VILLAGE GENERAL PARTNER INC.
DOCUMENT	**CLAIMS PROCESS AND PARTNERSHIP WIND-UP ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins/Walker W. MacLeod Suite 3300, 421 - 7th Avenue S.W. Calgary AB T2P 4K9 Phone: (403) 260-3531 / (403) 260-3710 Fax: (403) 260-3501 Email: scollins@mccarthy.ca / wmacleod@mccarthy.ca

CLERK OF THE COURT
FILED
DEC 07 2012
JUDICIAL CENTRE

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

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

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

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

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

027052/444385
MT DOCS 12032178v1

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF CLAIMS PROCESS

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

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

CLAIMS DATE

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

FILING OF PROOFS OF CLAIM

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

NOTICE OF TRANSFEREES

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

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

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

NOTICE AND COMMUNICATION

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

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

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

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

CLOSING OF THE SALE AGREEMENT

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

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

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

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

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

GENERAL

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

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

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

"Justice K.D. Yamauchi"

J.C.Q.B.A.

APPENDIX "A"
CLAIMS PROCESS

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE OF CLAIMS PROCESS

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

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

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

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

FILING OF PROOFS OF CLAIM

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

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

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

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

A. Claims Process

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

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

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

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

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

B. For Creditors Submitting a Proof of Claim

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

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

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

APPENDIX "C"

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

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

A. Particulars of Creditor:

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

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

   ____
   ____
   ____
   ____

3. Telephone Number: ______________________________

   Email Address: ______________________________

   Fax Number: ______________________________

   Attention (Contact): ______________________________

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

   Yes: ☐ No: ☐

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

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

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

3. Telephone Number of Assignee(s): ______________________

4. Fax Number: ______________________

5. Attention (Contact Person): ______________________

C. Proof of Claim

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

(a) that:

☐ I am the creditor of ______________________; OR

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

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

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

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

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

D. Nature of Claim:

(Check and complete appropriate category)

☐ A. UNSECURED CLAIM OF: $______________________.

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

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

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

☐ B. SECURED CLAIM OF: $______________________.

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

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

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

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

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

E. Particulars of Claim

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

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

F. Filing of Claims

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

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

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

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

DATED this ___ day of ____________________, 20__.

Name of Creditor:

____

____
Witness Signature

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

027052/444385
MT DOCS 12032178v1

APPENDIX "D"
NEWSPAPER NOTICE

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

RE: NOTICE OF CLAIMS PROCESS FOR THE PARTNERSHIP

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

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

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

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