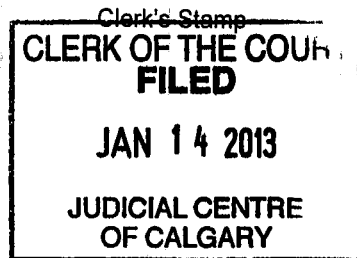


COURT FILE NUMBER 1201-10693
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



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

**AND IN THE MATTER OF HARVEST GROUP GP
CORPORATION AND 1610822 ALBERTA LTD.**

DOCUMENT

ORDER

**(Approval Telford Lake Settlement) I hereby certify this to be a true copy of
the original Order**

**ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF PARTY
FILING THIS DOCUMENT**

NORTON ROSE CANADA LLP
400 3rd Avenue SW, Suite 3700
Calgary, Alberta T2P 4H2

Dated this 14 day of January 2013
Anna Sterling
for Clerk of the Court

Phone: +1 403.267.8196
Fax: +1 403.264.5973

Attention: Howard A. Gorman
Randal S. Van de Mosselaer

File No. 01024442-0001

DATE ON WHICH ORDER WAS PRONOUNCED: January 11, 2013

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Mr. Justice S. J. LoVecchio

UPON the application of Harvest Group GP Corporation; **AND UPON HAVING READ** the Affidavit of Gary L. Bentham, sworn January 8, 2013 (the "**Bentham Affidavit**"); **AND UPON HEARING** the submissions of counsel for the Applicants and any other counsel in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of this notice of this Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

APPROVAL OF TELFORD LAKE SETTLEMENT

2. The 152 Offer (as that term is defined in the Bentham Affidavit) between Harvest Group GP Corporation ("**HGGP**") and 1526610 Alberta Ltd. ("**152**") and which is attached as Exhibit "A" to the Bentham Affidavit is hereby approved and ratified.
3. HGGP is hereby authorized to conclude the transaction contemplated by the 152 Offer (the "**Transaction**") and to take all such steps and execute all such documents as may reasonably be necessary to complete the transactions contemplated therein, and to transfer to 152, free and clear of all Claimants' Claims, as such terms are defined hereafter in paragraph 4, all of HGGP's interest in those lands standing under Certificate of Title Number 102 431 893 and having a legal description of:

Plan 1026379
Block B
Lot 1
Excepting Thereout All Mines and Minerals
Area: 19.3 Hectares (47.69 acres) More or Less
("Telford Lot 1")

subject only to the following encumbrances (the "**Permitted Encumbrances**"):

- a) the Builders' Lien by Welder Engineering LLP in the amount of \$41,457, registered against Title Number 102 431 893 of Telford Lot 1 as Instrument No. 112 291 690; and
 - b) the Builders' Lien by Scheffer Andrew Ltd. in the amount of \$20,450 registered against Title Number 102 431 893 of Telford Lot 1 as Instrument No. 122 082 047.
4. Upon closing of the Transaction, all of HGGP's right, title and interest, in and to Telford Lot 1 shall vest in 152 as contemplated by the 152 Offer absolutely and forever, free and clear of and from any and all claims by, through, or under HGGP, 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 HGGP 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) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceeding.

5. 152 shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever to any Claimants in respect of any Claims they may have against HGGP.
6. Notwithstanding the provisions of paragraphs 4 and 5 hereof, the Permitted Encumbrances shall be unaffected by the Transaction and by the provisions of paragraphs 4 and 5 of this Order.
7. The net proceeds from the Transaction shall stand in the place and stead of Telford Lot 1 and from and after the closing of the Transaction all claims and encumbrances shall attach to the net proceeds from the Transaction with the same priority as they had with respect to Telford Lot 1 immediately prior to the sale as if Telford Lot 1 had not been sold and remained in the possession or control of HGGP.
8. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier and, if served by facsimile or courier, service is deemed to be effected the next business day following the transmission or delivery of such documents.

9. Service of this Order on any party not attending this application is hereby dispensed with.
10. HGGP, 152 and the Monitor are 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.