PARLEE McLAWS LLP
BARRISTERS & SOLICITORS PATENT & TRADE-MARK AGENTS

July 18, 2012

BRYAN P. MARUYAMA
DIRECT DIAL: (780) 423-8698
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EMAIL: bmaruyama@parlee.com
OUR FILE #. 70901.1/bpm

THIS IS EXHIBIT " N "
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 20 12

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Harvest Group GP Corporation,
as General Partner for and on behalf
of Harvest Group Limited Partnership
c/o Registered Address of Harvest Group GP Corporation
#1200, 700 – 2nd Street SW
Calgary, AB T2P 4V5

Dear Sir:

Re Joint Venture Agreement dated effective the 9th day of June, 2010 between Harvest Group GP Corporation, as general partner of the Harvest Group Limited Partnership ("Harvest Group") and 1526610 Alberta Ltd. (the "Joint Venture Agreement")

Please be advised that we are the solicitors for 1526610 Alberta Ltd. with respect to the above noted matter. We enclose for service upon you, our client's Notice to Acquire. Kindly govern yourself accordingly.

Yours truly,

PARLEE McLAWS LLP

Per: Bryan Maruyama
BRYAN P. MARUYAMA
BPM/dm

Enclosure

cc: 1526610 Alberta Ltd. / Attn: Peter Wall

NOTICE TO ACQUIRE

TO: Harvest Group GP Corporation,
as General Partner for and on behalf
of Harvest Group Limited Partnership

c/o Registered Address for Harvest Group GP Corporation as Current General Partner on Registration for Harvest Group Limited Partnership at the Alberta Corporate Registry
#18, 11410 – 27th Street SE
Calgary, AB T2Z 3R6

c/o Registered Office for Harvest Group GP Corporation on Registration at Alberta Corporate Registry
1200, 700 2nd Street SW
Calgary, AB T2P 4V5

Re: Joint Venture Agreement dated effective the 9th day of June, 2010 between Harvest Group GP Corporation, as general partner of the Harvest Group Limited Partnership and 1526610 Alberta Ltd. (the "Joint Venture Agreement")

TAKE NOTICE THAT Harvest Group Limited Partnership and Harvest Group GP Corporation, as General Partner for and on behalf of Harvest Group Limited Partnership (collectively, the "Harvest Group") are in material default in the observance or performance of a covenant, agreement, term or condition contained in the Joint Venture Agreement on the part of Harvest Group to be kept, observed and performed, namely that:

a. Pursuant to Section 6.4 of the Joint Venture Agreement, the Harvest Group is required to pay its portion (based upon such Party's Joint Venture Interest) of all costs and expenses attributable to the Purchase and Sale Agreement, the Lands and the Development (collectively, the "Joint Venture Expenses");

b. As of the date hereof, the Harvest Group has failed to pay its portion of the Joint Venture Expenses in the amount of $718,048.34 under the Purchase and Sale Agreement;

c. 1526610 Alberta Ltd. has made payment for the Harvest Group in respect of the aforementioned Joint Venture Expenses in the amount of $718,048.34; and

d. The amounts paid by 1526610 Alberta Ltd. constitute as well a short fall loan from it to the Harvest Group, under Section 6.6 of the Joint Venture Agreement.

AND THAT 1526610 Alberta Ltd. hereby exercises its right to acquire the Joint Venture Interest of Harvest Group pursuant to Section 11.2 of the Joint Venture Agreement.

AND THAT pursuant to Section 11.2(b) the parties may mutually agree upon the fair market value of the Joint Venture Interest of Harvest Group within 30 days from the date hereof (the "Option Date"). We suggest that the fair market value of the Joint Venture Interest of Harvest Group be $394.222.16.

Phase I Lands - 47.69 acres @ $87.500/acre	$4,172.875
Phase II Lands - 83.52 acres (less 10 acres undevelopable land) @ $62.500/acre	$4.595.000
Total value of Lands	$8.767.875
Amount owing to vendor under Purchase and Sale Agreement	($6.543.334)
Total equity	$2.224.541
Harvest Group equity (50%)	$1.112.270.50
Less the above noted amount owed by Harvest Group to 1526610 Alberta Ltd.	($718.048.34)
Fair market value of Joint Venture Interest of Harvest Group	$394.222.16

AND THAT in the event we are unable to agree upon the fair market value of the Joint Venture Interest of Harvest Group on or before the Option Date we shall each obtain our own appraisal from an appraiser who is a member of the Appraisal Institute of Canada and the purchase price shall be determined by taking the average of the two appraisals within 45 days of the Option Date.

We ask that you now take all steps necessary to allow us to complete this purchase transaction pursuant to the terms of the Joint Venture Agreement.

Words and phrases used herein shall have the meanings ascribed to them in the Joint Venture Agreement and they and this Notice to Acquire shall be interpreted in the manner set out therein, unless otherwise specifically provided herein or the context otherwise clearly requires.

Dated this 17th day of July, 2012.

1526610 ALBERTA LTD.

Per:

Name: PETER WALL

Title: PRESIDENT.

SIGNED
– Bullets

AGREEMENT OF PURCHASE AND SALE

This agreement is made effective the 9th day of June, 2011 between:

HARVEST GROUP LIMITED PARTNERSHIP
a limited partnership formed under the laws of Alberta, represented by its general partner,
HARVEST GROUP GP LTD.
(the "**Vendor**")

- and –

CIMARRON DEVELOPMENT LIMITED PARTNERSHIP
a limited partnership formed under the laws of Alberta, represented by its general partner,

1610822 ALBERTA LTD.
(the "**Purchaser**")

WHEREAS the Vendor is the beneficial owner of the Lands;

AND WHEREAS the Vendor wishes to sell the Lands to the Purchaser, upon the terms and conditions herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the respective covenants and agreements hereinafter set forth, the parties do covenant and agree with one another as follows:

THIS IS EXHIBIT "O" referred to in the Affidavit of Ronald Aitkens
Sworn before me this 23 day of August A.D. 2012
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement:

"**Assumed Obligations**" means all debts, claims, liabilities and obligations of the Vendor of every nature and kind whatsoever related to the Lands (whether accrued, absolute or contingent or whether liquidated or whether known or unknown) which arise from or relate to any matter arising from and after the Closing.

"**Closing**" means the payment of the Purchase Price and transfer of Lands to the Purchaser.

"**Closing Date**" means June 9, 2011 or such other date as is agreed between the parties.

"Consideration" means the consideration payable by the Purchaser to the Vendor as described in Section 2.5.

"Effective Date" means the date of this Agreement.

"ETA" means the *Excise Tax Act* (Canada).

"GST" means *Goods and Services Tax* under the ETA.

"Lands" means the Lands described in Appendix "A" hereto.

"Partnership Units" or **"Redeemable LP Units"** means Redeemable Limited Partnership Units in the Purchaser to be issued by the Purchaser to the Vendor as partial payment of the Purchase Price, having the characteristics set out in Article 3.

"Permitted Encumbrances" means the encumbrances described in Appendix "B" hereto.

"Purchase Price" means the purchase price set forth in Section 2.5.

"Tax Act" means the *Income Tax Act* (Canada).

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase of the Lands

In consideration of the Purchase Price, Vendor hereby agrees to sell the Lands to Purchaser free and clear of all encumbrances, liens, interests or adverse claims whatsoever, except those listed in Appendix "B" and the Assumed Liabilities.

2.2 No Encumbrance

Vendor covenants and agrees with the Purchaser to do nothing to encumber the Lands or any portion thereof after the execution of this Agreement.

2.3 Registration of Interest

Purchaser shall be entitled to register a caveat in respect of its exclusive and unconditional right to purchase the Lands in accordance with this Agreement (the **"Purchaser Caveat"**).

2.4 Sale of Land

The Vendor does hereby agree to sell, assign, transfer, deliver and set over absolutely to Purchaser, and Purchaser does hereby agree to purchase and acquire from Vendor, the Lands in accordance with this Agreement.

2.5 Payment of Purchase Price

The Purchase Price shall be $17,620,000, subject to adjustment as set out herein. The Purchaser shall pay the Purchase Price as follows:

(a) as to $7,174,000 by the assumption of the Assumed Obligations;

(b) as to $618,360 in cash on Closing paid to the Purchaser; and

(c) as to $9,827,640 by the issuance to the Vendor of the Partnership Units;

In the event that accrued interest on the Assumed Obligations increases the amount described in paragraph (a), the total of the Purchase Price shall increase by the same amount.

2.6 Transfer of Title

Vendor agrees to transfer title to the Lands to Purchaser forthwith upon payment of the cash portion of the Purchase Price set forth in Section 2.5, subject to the terms hereof.

2.7 Adjustments

The Purchase Price shall be subject to adjustment as at 12:01 a.m. on the Closing Date with respect only to annual property taxes. The Vendor shall be responsible to pay out in full and discharge all local improvement levies, frontage charges, acreage assessments, off-site levies, boundary recoveries and all other levies and charges relating to the Lands that remain unpaid on the Closing Date. The Purchaser shall be responsible for all annual property taxes which relate to or are allocable to the Lands from and including the Closing Date.

2.8 GST

The Parties acknowledge that:

(a) the supply of the Lands by the Vendor to the Purchaser is a taxable supply;

(b) for any Lands which constitute real property, the Vendor, by reason of paragraph 221(2)(b) of the ETA, is not required to collect or remit GST in respect of the supply of those Lands;

(c) for any Lands which constitute real property, the Purchaser, by reason of subsection 228(4) of the ETA, is required to remit GST in respect of the supply of those Lands; and

(d) where the exception in subsection 2.8(b) is not applicable the Vendor shall charge and the Purchaser shall pay GST to the extent required by the ETA.

2.9 Income Tax Elections

The Vendor and the Purchaser hereby agree that the Vendor and each member of the Purchaser shall execute and file joint elections pursuant to subsection 97(2) of the Tax Act and any similar provision of any applicable provincial and territorial taxing statute, in the prescribed form and within the prescribed time for the purposes of the Tax Act, with respect to the sale by the Vendor to the Purchaser of the Lands as herein provided. Such joint elections shall provide that the amount agreed upon therein in respect of each of the properties comprising the Lands shall be:

(a) an amount equal to the greater of $1.00 and the lowest amount permitted by subsection 97(2) of the Tax Act and any similar provision of any applicable provincial taxing statute for the Lands; or

(b) such other amount as the Vendor and the Purchaser shall agree;

(herein called "Agreed Amount") with the intended result being that the sale and purchase hereunder will be effected without giving rise to any tax liability thereon to either the Vendor, the Purchaser or any member of the Purchaser. It is agreed herein that the Vendor and Purchaser or any member of the Purchaser may request to amend from time to time the joint election made pursuant to subsection 97(2) of the Tax Act, including without limitation, the Agreed Amount and the Vendor, the Purchaser and each member of the Purchaser hereby agrees to execute and file such amended election as may be requested provided however that in the event that the Vendor requests such amended election it shall be solely responsible for the penalty payable under subsection 96(5) or (5.1) of the Tax Act, all as determined in accordance with subsection 96(6) of the Tax Act.

2.10 Possession

Purchaser shall have exclusive possession of the Lands upon the Effective Date. All benefits and obligations of every kind and nature accruing, payable or paid and received or receivable in respect of the Lands shall be apportioned between Vendor and Purchaser as of the Effective Date.

ARTICLE 3
REDEEMABLE LP UNITS

3.1 Redeemable LP Units

The Redeemable LP Units of the Purchaser shall have the following attributes:

(a) The Redeemable LP Units will not be entitled to vote on any matter requiring approval of limited partners;

(b) The Redeemable LP Units shall be entitled to receive all cash received by the Partnership from the issue of Units of any other class, and from the sale of property (collectively, "Refinance Cash") less any amount considered by the General Partner be required to Partnership purposes.

(c) The Redeemable LP Units will be entitled to all distributions of Refinance Cash, in an amount equal to \$10 per Redeemable LP Unit, before any distributions are made to other limited partners. The Redeemable LP Units shall not be entitled to any other distribution.

(d) Upon receipt from time to time of distributions on the Redeemable LP Units aggregating \$10, one Redeemable LP Unit shall be considered to be redeemed and shall be cancelled, until sufficient distributions are received to redeem all Redeemable Units.

(e) The Redeemable LP Units shall be issued hereunder at a price of \$10 per Unit, which shall be contributed by the sale of the Lands hereunder at the Purchase Price, so that one Redeemable LP Unit shall be issued for each \$10 of the portion of the Purchase Price paid by the issue of Redeemable LP Units.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor covenants with and represents and warrants to the Purchaser that:

(a) the Vendor has all necessary power, authority and capacity to enter into and perform its obligations and to convey and transfer the Lands, and to otherwise transact the affairs contemplated by this Agreement, in accordance with the provisions hereof;

(b) the Vendor has good title to the Lands or the right to purchase the Lands;

(c) except for the Assumed Obligations and Permitted Encumbrances, the Vendor has not assigned, mortgaged, hypothecated or pledged the Lands and the Lands are free and clear of all liens, charges and encumbrances of every nature and kind whatsoever;

(d) the Vendor is not a non-resident within the meaning of section 116 of the *Tax Act*.

(e) The Vendor is registered under Part IX of the ETA with registration number ●.

4.2 Representations and Warranties of the Purchaser

The Purchaser covenants with and represents and warrants to the Vendor that:

(a) the Purchaser is a limited partnership duly established and validly subsisting under the laws of the Province of Alberta, and, as represented by its general partner, 1610822 Alberta Ltd., a body corporate pursuant to the laws of Alberta, has full capacity and authority to purchase the Lands and to otherwise transact the affairs contemplated by this Agreement, in accordance with the provisions hereof;

(b) the Purchaser has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and has taken all corporate and partnership actions necessary to authorize and complete the acquisition of the Lands in accordance with the provisions of this Agreement, and this Agreement has been validly executed and delivered, and it and all other documents executed by and delivered by or on behalf of the Purchaser pursuant hereto shall upon execution be, duly executed and delivered by the Purchaser and constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their respective terms and conditions;

(c) completion of the acquisition of the Lands in accordance with the provisions of this Agreement will not constitute a default under, or be in contravention of or in breach of any agreement or instrument to which the Purchaser is a party, or by which it is bound;

(d) the Purchaser is registered under Part IX of the ETA with registration number ●;

(e) the Purchaser is a "Canadian partnership", within the meaning of subsection 248(1) of the Tax Act; and

(f) the Partnership Units shall be validly issued and fully paid and non-assessable.

ARTICLE 5

CONDITIONS PRECEDENT

5.1 Purchaser's Closing Conditions

The obligations of the Purchaser to complete the purchase of the Lands as at the Closing Date in accordance with this Agreement shall be conditional on the following closing conditions (the "**Purchaser's Closing Conditions**"):

(a) the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects with respect to all material matters on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date; and

(b) all of the covenants and agreements of the Purchaser to be observed and performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly observed and performed.

(c) on the Closing Date, all documents required to be delivered to the Purchaser by the Vendor shall have been delivered in the form required herein and all of the representations and warranties of the Vendor set out herein shall be true and accurate in all material respects and there shall have been no material change as of the Closing Date to any of such representations and warranties; and

(d) by the Closing Date, title to the Lands shall be free and clear of all encumbrances, except the Assumed Obligations and the Permitted Encumbrances.

5.2 Vendor's Closing Conditions

The obligations of the Vendor to complete the sale of the Lands as at the Closing Date in accordance with this Agreement shall be conditional on the following closing conditions (the "**Vendor's Closing Conditions**"):

(a) the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects with respect to all material matters on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date; and

(b) all of the covenants and agreements of the Purchaser to be observed and performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly observed and performed.

5.3 Removal of Conditions

Each of the Purchaser's Closing Conditions is for the sole benefit of the Purchaser and only the Purchaser may waive, in whole or in part, any or all of the Purchaser's Closing Conditions by giving written notice of waiver to the Vendor on or before the Closing Date. Each of the Vendor's Closing Conditions is for the sole benefit of the Vendor and only the Vendor may waive, in whole or in part, any or all of the Vendor's Closing Conditions by giving written notice of waiver to the Purchaser on or before the Closing Date. In the event that any of the Closing Conditions are not satisfied or waived by either the Vendor or the Purchaser, as the case may be, on or before the Closing Date, this Agreement shall be terminated and each of the parties hereto shall have no further obligations to, nor rights against, the other in respect of this Agreement. Notwithstanding the foregoing if, both the Vendor and the Purchaser proceed to complete the transaction contemplated by this Agreement, then notwithstanding Sections 5.1 and 5.2, both the Purchaser's Closing Conditions and the Vendor's Closing Conditions shall be deemed to be satisfied or waived by each of the Purchaser and the Vendor.

ARTICLE 6
TITLE

6.1 Title

(a) On the Closing Date, the Vendor covenants and agrees that the title to the Lands shall be free and clear of all, and shall not be affected by or subject to any, interests whatsoever, whether registered or unregistered including, without limitation, all reservations, exceptions, mortgages, restrictive covenants, tenancies, rights of use or occupancy, liens, encumbrances, easements, rights of way, deferred reserve obligations, options to purchase or other rights of purchase (collectively referred to as "Encumbrances" and in each case, an "Encumbrance") except only for Assumed Obligations and Permitted Encumbrances.

(b) After the Effective Date, Vendor shall hold title to the Lands in trust for Purchaser until transfer of title to the Lands is completed.

6.2 Cost of Discharge

The Vendor shall be solely responsible for and shall pay for all of the costs of releasing and discharging any Encumbrance registered against or affecting the certificate of title to the Lands, which is not a Permitted Encumbrance. The Vendor shall, however, pursuant to trust conditions acceptable to the Vendor's solicitors and the Purchaser's solicitors (or as may be determined by arbitration as contemplated herein) be permitted to pay out and obtain the discharge of any Encumbrance which is not a Permitted Encumbrance using the Purchase Price.

ARTICLE 7
CLOSING DATE AND POSSESSION

7.1 Possession

On or before the 10th business day prior to the Closing Date, the following documents shall be prepared at the expense of the Vendor, executed by the Vendor (where applicable) and delivered to the Purchaser's Solicitors:

(a) a registerable transfer of land with respect to the Lands;

(b) a statement of adjustments;

(c) such other instruments and documents as the Purchaser may reasonably require be delivered by the Vendor.

7.2 Documents

On or before the Closing Date, the Purchaser shall execute (where applicable) and deliver or cause to be delivered to the Vendor's Solicitor:

(a) the balance of the adjusted Purchase Price payable on the Closing Date;

(b) certificate for the Partnership Units;

(c) such other instruments and documents as the Vendor may reasonably require be delivered by the Purchaser.

7.3 Closing Deliveries of Purchaser

The Vendor shall deliver (or caused to be delivered) to the Purchaser's Solicitors all of the documents referenced in section 7.1 within a reasonable period of time following the Closing Date. The deliveries required by sections 7.1 and 7.2 hereof shall be made subject to such reasonable trust conditions as may be mutually agreed upon between the Vendor's Solicitor and the Purchaser's Solicitor.

7.4 Transfer

The form of transfer of land for the Lands shall be prepared at the expense of the Vendor and registered at the expense of the Purchaser.

ARTICLE 8
MISCELLANEOUS

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or in connection with this Agreement or any of the transactions contemplated hereby.

8.2 Invalidity of Provisions

If any of the provisions of this Agreement should be found to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.3 Successors and Assigns

This Agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

8.4 Time of the Essence

In this Agreement, time is of the essence.

8.5 Purchase Price Adjustment

Since it is the desire and intention of both the Vendor and the Purchaser that as at the Effective Date, the Purchase Price and the fair market value of the Consideration should be an amount equal to the fair market value of the Lands, it is agreed by the Vendor and the Purchaser that if it is determined at any time by:

(a) the parties hereto; or

(b) the parties hereto and the Canada Revenue Agency or as a provincial or territorial taxing authority, or in the event of their disagreement, by a tribunal or court of competent jurisdiction;

that the fair market value of the Consideration or the fair market value of the Land is different from the amounts herein specified in relation thereto then:

(c) this Agreement shall be altered in order to ensure that the Purchase Price payable to the Vendor for the Land and the amount and value of the Consideration are, and are deemed to have been from the Effective Date equal to the fair market value of the Lands as finally determined.

8.6 Execution

This Agreement may be executed by facsimile and in any number of counterparts, no one of which needs to be executed by all parties hereto, and when all parties hereto have executed a counterpart hereof, both such counterparts shall together comprise one and the same Agreement and this Agreement shall be binding upon both parties hereto who have executed such a counterpart, with the same force and effect as if both parties hereto had signed the same document, and each such signed counterpart shall constitute an original of this Agreement.

8.7 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

The parties also agree that any waiver by a party (**"Waiving Party"**) of any breach by the other party of the terms and covenants of this Agreement (**"Defaulting Party"**) will only extend to the particular breach waived and will not limit or affect the Waiving Party's rights with respect to any other or future breach by the Defaulting Party.

8.8 Further Assurances

Each of the parties shall promptly do, make, execute, delivery, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time after Closing for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

8.9 Assignment

Neither the Vendor nor Purchaser shall transfer or assign their interests in this Agreement or in the Lands without the consent in writing of the other party.

8.10 Notices

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by registered or certified mail, postage prepaid, to the parties at their residential or business addresses (or at such other address for a Party as shall be specified by like notice). Any notice or other communication so given shall be deemed given when actually received at the aforesaid address, which shall be the date of transmission in the case of any facsimile transmission unless such transaction is completed on a day other than a Business Day or after 4:30 p.m. local time at the place of receipt on a Business Day, in which case it shall be deemed received on the next Business Day at the place of receipt. All communication or notice that is required by this Agreement or arising from this Agreement shall be in writing and mailed or delivered to the parties as follows:

To the Vendor at:

4 – 4002 9th Avenue North
Lethbridge, Alberta T1H 6T8

and

To the Purchaser at
#18, 11410 27 St> S.E.
Calgary, Alberta T2Z 3R6:

8.11 Entire Agreement

This Agreement represents the entire Agreement between the parties. Any previous written or verbal Agreement or representations are hereby terminated and void and replaced in their entirety by this Agreement. In the event of any conflict between the terms of the closing documents and the terms of this Agreement, this Agreement shall prevail.

The parties hereto have executed this Agreement as of the date first above written.

HARVEST GROUP LIMITED PARTNERSHIP by its General Partner Harvest Group GP Corporation

Per:______________________

CIMARRON DEVELOPMENT LIMITED PARTNERSHIP by its General Partner 1610822 ALBERTA LTD.

Per:______________________

APPENDIX "A"

The legal description of the Lands are as follows:

PLAN 0810982
BLOCK 1
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 12.43 HECTARES (30.72 ACRES) MORE OR LESS

PLAN 0614556
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 11.84 HECTARES (29.26 ACRES) MORE OR LESS

APPENDIX "B"

Permitted Encumbrances

Utility Right of Way No. 901 034 657

Caveat No. 051 479 290

Mortgage No. 081 075 270

Caveat No. 081 075 271

Caveat No. 091 232 863

Amending Agreement No. 111 046 090

Mortgage No. 071 036 170

Caveat No. 071 036 170

Mortgage No. 111 122 478

Caveat No. 111 145 928

HARVEST GROUP LIMITED PARTNERSHIP
BALANCE SHEET
August 22, 2012
(Prepared by Management without Independent Audit or Review)

ASSETS		
Current Assets		
Cash - RBC Bank Balance	$	15,867
Goods and services taxes		161,428
Due Fr. Benchmark Capital Corp.		601,239
Due From Airdrie Capital Corp.		23,408
Due from Balsam Lake project		16,247
Due from Coalhurst		139,347
Due from FCC		100
Due from Foundation Mortgage "2" Corporation		594,988
Due from Foundation Mortgage "3" Corporation		10,000
Due From FM Corporation		593,149
Due from Foundation Resources Oil and Gas		9,119
Due From FSC		54
Due from Hardville		11,053
Due from Harvest Capital Mgmt		49,037
Due from Harvest Group Development		1,000
Due From Legacy Communities		62,106
Due From Liberty Crossing LP		267,000
Due from Medican		138,657
Due From Nobleford		108,498
Due From Okko Communities		100,053
Due From Planet Panels Ltd.		100,000
Due from Priest Lake Developmen		173,621
Due From Spruce Ridge Capital		15,900
Due From Spruce Ridge Estates		304,889
Due From Windmill Harbour		143,687
Due fromHarvestGroupCimarronMg.		500
Due fromWest Springs Villand LP		725
Duefrom CalawayPark(Springbank)		2,064
		3,643,734
Fixed Assets		
Furniture and Equipment		18,715
Other Assets		
Investment in Cimarron Development LP		4,760,298
Windmill Harbor Lands		17,354,379
Telford lands		5,405,540
Airdrie CCAA Costs		18,000
CCAA Expenses		5,607
CCAA Payroll costs		77,240
Legacy CCAA Costs		43,050
Total Other Assets		27,664,114
TOTAL ASSETS	$	31,326,563

THIS IS EXHIBIT "P"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

HARVEST GROUP LIMITED PARTNERSHIP
BALANCE SHEET
August 22, 2012

LIABILITIES & EQUITY		
Accounts Payable	$	97,655
DIP Financing - Railside		48,667
DIP Financing Airdrie		55,219
DIP Financing Foundation Place		49,059
DIP Financing Legacy		157,139
Due to Foundation Securities		5,091
		412,630
Long Term Liabilities		
Other debt		26,000
Hatview debt		344,000
Foundation Mortgage Corporation		3,340,000
Due to Foundation Mortgage "2" Corporation		3,100,000
Due to WHL Development		1,354,379
Ziad loan		3,271,667
VTB Windmill Harbor		8,000,000
Due to Telford JV		718,048
Due to 1252064 Alberta Ltd.		5,906,476
Due to 1330075 Alberta Ltd.		204,758
Due to 1379599 AB Ltd.		25,000
Due to Ronco-ReCimarron		850,000
Total Long Term Liabilities		27,140,329
PARTNERS' EQUITY:		
Partners' capital and undistributed income		3,815,904
Partner distributions		(42,500)
		3,773,404
TOTAL LIABILITIES AND PARTNERS' EQUITY	$	31,326,563

CIMARRON DEVELOPMENT LIMITED PARTNERSHIP
Balance Sheet
August 22, 2012
(Prepared by Mangement without Indpendent Audit or Review)

ASSETS		
Cash	$	32,808
Goods and services taxes receivable		24,762
Land		17,620,000
Capitalized interest		1,726,897
Project costs		872,091
	$	20,276,558
LIABILITIES AND PARTNERS' EQUITY		
Accounts payable	$	70,485
Due to 1379599 Alberta Ltd.		500,000
Foundation Mortgage Corporation loan		4,287,342
Due to Hatview Dairy Farms Ltd.		4,460,000
Due to Scheffer Andrew		277,500
Due to Harvest Capital Management		2,500
Bancorp mortgage loan		1,300,000
Due to Medican		780,000
B2B mortgage loan		1,043,680
		12,721,507
Partners' equity:		
Partners' capital		7,756,444
Accumulated losses		(201,393)
		7,555,051
	$	20,276,558

THIS IS EXHIBIT "Q"
referred to in the Affidavit of
Ronald Aitkins
Sworn before me this 23
day of August A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Harvest Group GP Corporation
Cash flow Forecast
$C

	Notes	HGGP (Note 1) Aug. 24 - Sept. 23, 2012
RECEIPTS	2	-
Total receipts		-
DISBURSEMENTS		
CCAA professional fees	3	20,000
Administrative charge offset	4	(20,000)
Total disbursements		-
NET CASH FLOWS		-
OPENING CASH	5	-
NET CHANGE IN CASH FLOWS		-
ENDING CASH		$ -

Notes and Assumptions

1 Harvest Group GP Corporation is referred to as "HGGP"
2 HGGP has no operating revenues
5 Estimated professional fees.
6 An Administrative Charge will be required to offset professional fees.
7 No opening cash as at August 23, 2012

Ron Aitkens
Director

Date

THIS IS EXHIBIT " R "
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 20 12

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

1610822 Alberta Ltd.
Cash flow Forecast
$C

	Notes	Cimarron (Note 1) Aug. 24 - Sept. 23, 2012
RECEIPTS	2	-
Total receipts		-
DISBURSEMENTS		
Salaries, consulting fees and operating expenses	3	7,500
CCAA professional fees	4	50,000
Administrative charge offset	5	(50,000)
Total disbursements		**7,500**
NET CASH FLOWS		**(7,500)**
OPENING CASH	6	32,808
NET CHANGE IN CASH FLOWS		(7,500)
ENDING CASH		$ 25,308

Notes and Assumptions

1 1610822 Alberta Ltd. is referred to as "Cimarron"
2 Calaway has no operating revenues
3 Salaries, consulting fees and office expenses comprise the cost of operating the office for one month.
4 Estimated professional fees.
5 An Administrative Charge will be required to offset professional fees.
6 Approximate opening cash as at August 23, 2012

Ron Aitkens
Director

Date

COURT FILE NUMBER	1201-
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 16110822 ALBERTA LTD.
DOCUMENT	**CONSENT TO ACT AS MONITOR**
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 CANADA

THIS IS EXHIBIT "S"
referred to in the Affidavit of
Ronald Aitkens
Sworn before me this 23
day of August A.D. 2012

A COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

Phone:	+1 403.267.8196
Fax:	+1 403.264.5973
Attention:	Howard A. Gorman Randal S. Van de Mosselaer
File No.	284891

Ernst & Young Inc. does hereby consent to act as Monitor in these proceedings if so appointed by this Honourable Court.

DATED at the City of Calgary, in the Province of Alberta, this 23RD day of August, 2012.

Ernst & Young Inc.

Per:________________________
Neil Narfason

284891\CALGARY: *1979935v1*