

CLERK OF THE COURT

Clerk's stamp: MAR 31 2011

CALGARY, ALBERTA

COURT FILE NUMBER
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE

1001-07852

CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND THE JUDICATURE ACT, R.S.A. 2000, c. J-2, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF MEDICAN HOLDINGS LTD., MEDICAN DEVELOPMENTS INC., R7 INVESTMENTS LTD., MEDICAN CONSTRUCTION LTD., MEDICAN CONCRETE INC., 1090772 ALBERTA LTD., 1144233 ALBERTA LTD., 1344241 ALBERTA LTD., 9150-3755 QUEBEC INC., AXCESS (GRANDE PRAIRIE) DEVELOPMENTS LTD., AXCESS (SYLVAN LAKE) DEVELOPMENTS LTD., CANVAS (CALGARY) DEVELOPMENTS LTD., ELEMENTS (GRANDE PRAIRIE) DEVELOPMENTS LTD., HOMES BY KINGSLAND LTD., LAKE COUNTRY (SITARA) DEVELOPMENTS LTD., MEDICAN (EDMONTON TERWILLEGAR) DEVELOPMENTS LTD., MEDICAN (GRANDE PRAIRIE) HOLDINGS LTD., MEDICAN (KELOWNA MOVE) DEVELOPMENTS LTD., MEDICAN (LETHBRIDGE – FAIRMONT PARK) DEVELOPMENTS LTD., MEDICAN (RED DEER – MICHENER HILL) DEVELOPMENTS LTD., MEDICAN (SYLVAN LAKE) DEVELOPMENTS LTD., MEDICAN (WESTBANK) DEVELOPMENT LTD., MEDICAN (WESTBANK) LAND LTD., MEDICAN CONCRETE FORMING LTD., MEDICAN DEVELOPMENTS (MEDICINE HAT SOUTHWEST) INC., MEDICAN ENTERPRISES INC. / LES ENTREPRISES MEDICAN INC., MEDICAN EQUIPMENT LTD., MEDICAN FRAMING LTD., MEDICAN GENERAL CONTRACTORS LTD., MEDICAN GENERAL CONTRACTORS 2010 LTD., RIVERSTONE (MEDICINE HAT) DEVELOPMENTS LTD., SANDERSON OF FISH CREEK (CALGARY) DEVELOPMENTS LTD., SIERRAS OF EAUX CLAIRES (EDMONTON) DEVELOPMENTS LTD., SONATA RIDGE (KELOWNA) DEVELOPMENTS LTD., SYLVAN LAKE MARINA DEVELOPMENTS LTD., THE ESTATES OF VALLEYDALE DEVELOPMENTS LTD., THE LEGEND (WINNIPEG) DEVELOPMENTS LTD., and WATERCREST (SYLVAN LAKE) DEVELOPMENTS LTD. (THE PETITIONERS)

DOCUMENT

ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT



FRASER MILNER CASGRAIN LLP

Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attention: David W. Mann / Rebecca L. Lewis
Ph. (403) 268-7097/6354 Fx. (403) 268-3100
File No.: 526686-1

DATE ON WHICH ORDER WAS PRONOUNCED: MARCH 31, 2011
LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY
NAME OF JUDGE WHO MADE THIS ORDER: JUSTICE K.M. HORNER

I hereby certify this to be a true copy of the original Order

Dated this 31 day of March, 2011

for Clerk of the Court

APPROVAL AND VESTING ORDER
(Valleydale Lots)

UPON the application of the Petitioners in these proceedings (collectively, the "**Medican Group**"); **AND UPON** having read the Application by the Petitioners, dated March 25, 2011, the Sales Approval and Stay Extension Affidavit of Tyrone Schneider dated March 25, 2011 (the "**Extension Affidavit**"), the Affidavit of Gail Wheatley dated March 31, 2011 (the "**Service Affidavit**"), the Ninth Monitor's Report, dated March 25, 2011, all filed, and such other material in the pleadings and proceedings as are deemed necessary; **AND UPON** hearing counsel for the Medican Group, the Monitor, and other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

Service

1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Order granted by Madam Justice K.M. Horner in this Action dated May 26, 2010 (the "**Initial Order**"), and the following terms shall have the following meaning:
 - (a) "**Beneficiaries of the Charges**" means the beneficiaries of the DIP Lending Charge, the Administration Charge, and the Directors' Charge;
 - (b) "**Lands**" means the lands legally described in Schedule "A" hereto;
 - (c) "**Net Proceeds**" means the proceeds from the sale of the Property, less amounts required to pay all reasonable and ordinary closing costs, including without limitation goods and services and other applicable sales taxes, property taxes, commissions, applicable condominium fees and legal fees and disbursements;
 - (d) "**Property**" means all of The Estates of Valleydale Developments Ltd.'s right, title and interest in and to the Lands;
 - (e) "**Purchase and Sale Agreement**" means the agreement in writing respecting the sale of the Property from the Medican Group to the Purchaser, attached as Exhibit "D", to the Extension Affidavit; and
 - (f) "**Purchaser**" means Classic Construction Ltd., or its nominee.

Approval of Sale and Vesting of the Valleydale Lots

3. The conveyance of the Property to the Purchaser pursuant to the Purchase and Sale Agreement be and is hereby authorized and approved.

4. The Medican Group and the Monitor are hereby authorized and directed to execute all deeds, documents, and agreements, and to do all things reasonably necessary to complete the conveyance of the Property and carry out the terms of this Order.
5. Upon the Monitor delivering a certificate (the "**Monitor's Certificate**") certifying that the sale of the Property has closed substantially in accordance with the terms of the Purchase and Sale Agreement, and the required sums have been tendered to the Medican Group, then:
 - (a) the Property shall be vested in the name of the Purchaser free of all estate, right, title, interest, royalty, rental, and equity of redemption of the Medican Group and all persons who claim by, through or under the Medican Group in respect of the Property subject only to the permitted encumbrances outlined in Schedule "B" of this Order (the "**Permitted Encumbrances**");
 - (b) the Medican Group and all persons who claim by, through or under the Medican Group in respect of the Property, save and except the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental, and equity of redemption of the Property and, to the extent that any such person remains in possession or control of any of the Property, they shall forthwith deliver possession of same to the Purchaser or its nominee;
 - (c) the Purchaser shall be entitled to enter into and upon, hold and enjoy the Property for its own use and benefit without any interference of or by the Medican Group, or any person claiming by or through or against the Medican Group; and
 - (d) the Registrar of the Land Titles Office of Alberta shall discharge all encumbrances in respect of the Lands save and except the Permitted Encumbrances, and shall register the Property in the name of the Purchaser.
6. The Medican Group is authorized and empowered, in respect of the Property, to execute and deliver: (a) such additional, related and ancillary documents and assurances governing or giving effect to the conveyance of the Property, which, in the Medican Group's discretion are reasonably necessary or advisable to conclude the transactions contemplated in or in furtherance of the transfer of the Property and/or this Order; and (b) any and all instruments and documents in respect of the Property as may be required by the Registrar of the Land Titles Office of Alberta or deemed necessary by the Medican Group, and the Registrar is hereby directed, notwithstanding s. 191 of the *Land Titles Act* (Alberta), to effect registration of any such instrument or document so executed by the Medican Group or its solicitors.
7. Upon the filing of the Monitor's Certificate, the Monitor may discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry of Alberta as may be required to properly convey clear title of the Property to the Purchaser.
8. The Monitor is authorized, in its sole discretion and as it deems necessary or appropriate, to direct that any or all of the Net Proceeds be paid to valid and enforceable claims that exist in respect of the Net Proceeds; provided however, that adequate provision has been made for the Beneficiaries of the Charges.

9. Any provision made for the Beneficiaries of the Charges by the Monitor pursuant to paragraph 8 hereof shall be done with the consent of the Beneficiaries of the Charges and shall be without prejudice to any subsequent application to allocate Charges pursuant to paragraph 43 of the Initial Order.

Miscellaneous

10. Any conveyance or transfer of Property made pursuant to the provisions of this Order shall be valid and enforceable and not be rendered invalid or unenforceable and the rights and remedies of the parties thereto shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declaration of insolvency made herein; (ii) any Bankruptcy Order sought or issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* ("**BIA**") in respect of any of the Petitioners; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing agreement, lease, sub-lease, offer to lease or other arrangement which binds any of the Petitioners (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:
- (a) the transaction contemplated hereby shall not create or be deemed to constitute a breach by any of the Petitioners of any Third Party Agreement to which they are a party; and
- (b) the Purchaser shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement cause by or resulting from the creation, execution, delivery or performance of any transaction contemplated hereby.
11. Notwithstanding (i) the pendency of these proceedings and the declaration of insolvency made herein, (ii) any Bankruptcy Order sought or issued pursuant to the BIA in respect of any of the Petitioners, and (iii) the provisions under the BIA, or any other applicable federal or provincial legislation or common law, the Purchase and transaction contemplated hereby shall constitute legal, valid and binding obligations of the Petitioners enforceable against them in accordance with the terms thereof, and no transaction contemplated herein will be void or voidable at the instance of creditors and claimants and do not constitute nor shall they be deemed to constitute settlements, fraudulent preferences, assignments, fraudulent conveyances, oppressive conduct, or other reviewable transactions under the BIA, or any other applicable federal or provincial legislation or common law.
12. The Medican Group, the Monitor, the Purchaser, or any interested party may apply to this Court for advice and direction on notice to any party likely to be affected by the Order sought or on such notice as this Court directs.
13. The Medican Group shall serve, by courier, facsimile transmission, e-mail transmission, or ordinary post, a copy of this Order on all parties present at this application and on all parties who received notice of this application or who are presently on the service list established in these proceedings, and service on any or all other parties is hereby dispensed with. Service affected as aforesaid shall be good and sufficient service.

"K.M. Horner"

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"
THE LANDS

PLAN 0810331

BLOCK 1

LOTS 32, 33, 35, 38, 39, 41, 45, 50 AND 52

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"
PERMITTED ENCUMBRANCES

Lot 32

| | |
|-------------|---|
| 911 119 129 | Utility Right of Way – City of Medicine Hat |
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 33

| | |
|-------------|---|
| 911 119 129 | Utility Right of Way – City of Medicine Hat |
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 35

| | |
|-------------|---|
| 911 119 129 | Utility Right of Way – City of Medicine Hat |
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 38

| | |
|-------------|---|
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 39

| | |
|-------------|---|
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 41

| | |
|-------------|---|
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 45

| | |
|-------------|---|
| 081 186 903 | Utility Right of Way – City of Medicine Hat |
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 50

| | |
|-------------|---|
| 081 186 903 | Utility Right of Way – City of Medicine Hat |
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |

Lot 52

| | |
|-------------|---|
| 081 186 903 | Utility Right of Way – City of Medicine Hat |
| 081 186 904 | Utility Right of Way – City of Medicine Hat |
| 081 186 905 | Caveat – Development Agreement |
| 091 122 877 | Restrictive Covenant |
| 091 126 623 | Restrictive Covenant |