

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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

NOTICE OF MOTION

TAKE NOTICE that that an application will be made on behalf of the Petitioners in these proceedings (collectively, the “**Medican Group**” or the “**Applicants**”) before the Honourable Justice Horner, in Chambers, at the Calgary Courts Centre, 601 - 5th Street SW, in the City of Calgary, Province of Alberta on Friday the 11th day of June, 2010 at 10:00 o'clock in the forenoon or so soon thereafter as counsel may be heard, for the following relief:

1. declaring service of notice of this application and the supporting materials to be good and sufficient, and abridging the time therefor, if necessary;

2. an Order, substantially in the form as attached hereto as Schedule "A", seeking a general procedure by which the sale of residential units can be conveyed to purchasers (the "**Approval and Vesting Order**");
3. an Order, substantially in the form as attached hereto as Schedule "B", approving a claims process (the "**Claims Process Order**");
4. an Order, substantially in the form as attached hereto as Schedule "C", for the following relief:
 - (a) granting an extension to the Stay Period granted in these proceedings under the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**") from the current expiry date of June 11, 2010 to August 12, 2010;
 - (b) confirming that the amounts owing to the Consultant pursuant to the Consulting Agreement are secured by the Administration Charge; and
 - (c) authorizing an additional draw of the remaining \$1,000,000 under the existing DIP Lending Facility; and
5. such further and other relief as counsel may advise and this Honourable Court deems just.

AND FURTHER TAKE NOTICE that the grounds for this application are as follows:

1. On May 25, 2010, the Medican Group sought and was granted an Order (the "**Initial Order**") under the CCAA providing, among other things, a stay of all proceedings against the Medican Group during the Stay Period in order to permit the Medican Group to take certain steps in furtherance of its restructuring.
2. Since the date of the Initial Order the Medican Group has moved as quickly as circumstances have permitted to stabilize its operations, communicate with its stakeholders, prioritize its Projects, and develop a viable plan - both in the near future in respect of addressing each of its Projects and, ultimately, a restructuring plan to enable the Medican Group to emerge from these proceedings.

Approval and Vesting Order

3. The mechanism devised for the sale of residential property under the Approval and Vesting Order is necessary to allow Medican to continue the ongoing sale of the Medican's Group's product, a process critical to this restructuring – not only to generate revenue, but also to retain the confidence of the Medican Group's customers and lenders.

4. The relief sought under the Approval and Vesting Order will allow the Medican Group to deliver clear title to purchasers, and, in the view of the Medican Group and its advisors, is fair and reasonable in the circumstances and represents an efficient method in which to continue inventory sales and protect the interests of all parties involved in each transaction. The Monitor approves the proposed process and the Approval and Vesting Order, and supports this application.

The Claims Process Order

5. The Claims Process Order and the process contemplated by it is similar to that used in other CCAA proceedings, save and except that this process provides that the review of secured claims against developments projects of the Medican Group can be accelerated to allow a prompt resolution to claims such that projects may be dealt with on a timely and efficient basis.

6. A claims process to determine the nature, quantum, validity and enforceability of each claim against the Medican Group is necessary for the following reasons:

- (a) in order for the Medican Group and its stakeholders to assess the equity available in each Project, an assessment of the claims against each Project must be undertaken;
- (b) the books and records of the Medican Group are inaccurate in a number of respects, and as a result the Medican Group's ability to undertake this process unilaterally is hampered;
- (c) given the cross-collateralization and guarantees that impact on recoverability of multiple parties against multiple members of the Medican Group, a more formal process needs to be undertaken to ensure fairness to all parties; and

(d) it appears that certain claims need to be reviewed to determine their enforceability.

7. It is the view of the Medican Group and its advisors that the proposed claims process is fair and reasonable in the circumstances and provides an important mechanism for these proceedings to continue in a timely and efficient manner.

8. The Monitor approves the proposed Claims Process Order, and supports this application.

Additional Funding under DIP Facility

9. Additional funding under the existing DIP Lending Facility (as attached as **Schedule "D"** to the Initial Affidavit of Wesley Reinheller, sworn May 25, 2010 filed herein these proceedings) is fair and reasonable in the circumstances on the basis that:

(a) it is required only for essential and anticipated needs of this restructuring;

(b) it is advanced to a new management team that is working very closely with its advisors and the Monitor; and

(c) it is, when allocated throughout the portfolio of the Medican Group's property, not burdensome and any particular stakeholder.

10. The Monitor supports the additional draw on the DIP Facility.

General Matters

11. An extension of the Stay Period to August 13, 2010 is necessary to implement the relief sought above and allow the Medican Group to continue to stabilize its operations, communicate with its stakeholders, prioritize its projects, develop a viable plan to enable the Medican Group to emerge from these proceedings for the benefit of all stakeholders.

12. The Medican Group continues to work closely with the Monitor and all of the Medican Group's stakeholders in all respects and the Monitor supports the proposed relief and stay extension.

13. The engagement of the Consultant is necessary to assist the Medican Group in its continued restructuring efforts, and the terms of the consulting agreement are, in the view of the Medican Group, fair and reasonable in the circumstances.

14. The Medican Group is working in good faith and with due diligence in these proceedings and believe it is within the best interests of the Medican Group and all stakeholders to continue in these proceedings as outlined above.

AND FURTHER TAKE NOTICE that the Applicants will rely upon the Affidavit of Tyrone Schneider, dated June 10, 2010, filed; the First Report of the Monitor, dated June 10, 2010 filed; the pleadings and other materials filed herein; the provisions of the *Companies' Creditors Arrangement Act* (Canada) and the *Alberta Rules of Court*; and such further and other material as counsel may advise and this Honourable Court may permit.

DATED at the City of Calgary, in the Province of Alberta, this 10th day of June, 2010.

FRASER MILNER CASGRAIN LLP,
solicitors for the Applicants.

Per: 

David W. Mann

TO: The Clerk of the Court
AND TO: The Attached Service List

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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., 1344241 ALBERTA LTD., 9150-3755 QUEBEC INC., AXCESS (GRANDE PRAIRIE) DEVELOPMENTS LTD., AXCESS (SYLVAN LAKE) DEVELOPMENTS LTD., CANVAS (CALGARY) DEVELOPMENTS LTD., HOMES BY KINGSLAND LTD., LAKE COUNTRY (SITARA) DEVELOPMENTS LTD., MEDCO DEVELOPMENT CORP., MEDICAN (EDMONTON TERWILLEGAR) DEVELOPMENTS 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.

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SCHEDULE "A" TO THE NOTICE OF MOTION OF THE MEDICAN GROUP
RETURNABLE JUNE 11, 2010

Action No. 1001-07852

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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

BEFORE THE HONOURABLE)
MADAM JUSTICE K.M. HORNER) At the Courts Centre in the City of Calgary, in the
IN CHAMBERS) Province of Alberta, this 11th day of June, 2010

APPROVAL AND VESTING ORDER
(Condominium Sales)

UPON the application of the Petitioners in these proceedings (collectively, the “**Medican Group**”); AND UPON having read the Notice of Motion of the Petitioners, dated June 10, 2010, the Affidavit of Tyrone Schneider dated June 10, 2010, the Affidavit of Ronica Cameron dated

June 10, 2010 (the "**Service Affidavit**"), the Monitor's First Report, dated June 10, 2010 and such other material in the pleadings and proceedings as are deemed necessary; **AND UPON NOTING** that the Initial Order granted in these proceedings on May 26, 2010 (the "**Initial Order**") permits the sale by the Medican Group of residential units in the ordinary course of business or otherwise with the consent of the Monitor and the DIP Lender; **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 Notice of Motion 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 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) "**Monitor's Certificate**" means a certificate issued by the Monitor in substantially the form attached to this Order as Schedule "A";
- (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, and legal fees and disbursements;
- (d) "**Purchase and Sale Agreement**" means the agreement in writing respecting the sale of a Property from the Medican Group to a Purchaser; and
- (e) "**Purchaser**" means the individual, trust, or corporation designated in the Monitor's Certificate in respect of a sale of a particular Property as the purchaser of that Property.

Approval of Sale and Vesting of Condominium Units

3. The individual sale of the residential property, whether as lots, condominium units, housing units or parking units (the "**Residential Unit**") be and is hereby authorized in accordance with the provisions of this Order.

4. The sale of the Residential Unit described in the Monitor's Certificate (the "**Property**") be and is hereby approved and 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 sale of the Property.

5. Upon the Monitor delivering a Monitor's Certificate in respect of the Property, together with a letter from the solicitors for the Medican Group authorizing registration of this Order, then the sale of the Property shall continue in accordance with the terms and conditions of the Purchase and Sale Agreement in respect of that Property and, subject only to the Permitted Encumbrances set forth in the Monitor's Certificate:

- (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;
- (b) the Medican Group and all persons who claim by, through or under the Medican Group 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/or any of the Property; and

- (d) the Registrar of Land Titles in the province where the Property is located shall discharge all encumbrances (except Permitted Encumbrances) listed in the Monitor's Certificate in respect of that Property.

6. Upon the Monitor delivering a Monitor's Certificate in respect of a Property, and without limiting the generality of the foregoing, the Medican Group is authorized and empowered, in respect of that Property, to:

- (a) execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the sale 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 purchase of the Property and/or this Order;
- (b) discharge, or authorize the discharge of, any security registration or registrations in the Personal Property Registry of the Province where the Property is located as may be required to properly convey clear title of the Property to the Purchaser;
- (c) with respect to Property located in the Province of Alberta, execute 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 section 191(1) of the *Land Titles Act* (Alberta) to effect registration of any such instrument or document so executed by the Medican Group or its solicitors;
- (d) with respect to Property located in the Province of Manitoba, execute any and all instruments and documents in respect of the Property as may be required by the District Registrar of the Winnipeg Land Titles Office or deemed necessary by the Medican Group, and the District Registrar is hereby directed, notwithstanding section 191(1) of *The Real Property Act* (Manitoba) to effect registration of any such instrument or document so executed by the Medican Group;
- (e) with respect to Property located in the Province of British Columbia, execute any and all instruments and documents in respect of the Property as may be required

by the Registrar of Land Titles of British Columbia or deemed necessary by the Medican Group, and the Registrar is hereby directed to effect registration of any such instrument or document so executed by the Medican Group; and

- (f) take such steps as are deemed by the Medican Group to be necessary to give effect to or incidental to the performance of the Medican Group's obligations pursuant to the Purchase and Sale Agreement, including making any post-closing adjustments as are required.

7. Until further Order of the Honourable Court, counsel to the Medican Group, Fraser Milner Casgrain LLP, shall hold all Net Proceeds in trust and such Net Proceeds shall stand in the place and stead of the Property transferred pursuant to this Order, and all claims of whatsoever nature or kind, including without limitation, all liens, claims, encumbrances, mortgages, proprietary claims, trust claims, lease claims, royalty claims, and other interests (the "**Claims**") shall attach solely to the Net Proceeds with the same validity, priority and in the same amounts and subject to the same defences that were or may have been available when the Claims were attached to the property itself.

8. Notwithstanding paragraph 7 of this Order, 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.

10. This Court hereby requests the aid and recognition (including assistance pursuant to Section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada in carrying out the terms of this Order and the Purchase and Sale Agreement.

Miscellaneous

11. Any conveyance or transfer of Property made pursuant to the provisions of this Order and the applicable Monitor's Certificate 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) neither the Purchase and Sale Agreement nor any transaction contemplated hereby or coordinated therewith shall 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 the Purchase and Sale Agreement or any transaction contemplated hereby or coordinated therewith.

12. 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 Sale Agreement or any transaction contemplated hereby or coordinated therewith shall constitute legal, valid and binding obligations of the Petitioners enforceable against them in accordance with the terms thereof, and neither the Purchase and Sale Agreement nor any transaction contemplated hereby or coordinated therewith 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.

13. The Medican Group, the Monitor, or any Purchaser 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.

14. 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.

J.C.Q.B.A.

ENTERED this ____ day of
June, 2010

CLERK OF THE COURT

4948621_5.DOC

DRAFT

**SCHEDULE "A" TO THE APPROVAL AND VESTING ORDER OF MADAM JUSTICE
HORNER, DATED JUNE 11, 2010**

Action No. 1001-07852

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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

MONITOR'S CERTIFICATE

(Re: _____)

15. WHEREAS the Order of Madam Justice Horner, made in these proceedings on the 11th Day of June, 2010 (the "Order"), authorizes RSM Richter Inc., the Monitor in these proceedings, to issue a Monitor's Certificate in respect of the sale of a Residential Unit by the Medican Group; AND WHEREAS all capitalized terms used in this Certificate have the meaning ascribed to them in the Order unless otherwise defined herein;

16. **NOW THEREFORE** by filing this Closing Certificate within these proceedings the Monitor hereby certifies that:

- (a) I am an authorized officer of RSM Richter Inc., the Monitor in these proceedings;
- (b) I have reviewed the circumstances surrounding the sale of the Residential Unit described as follows:

17. **[insert description of the Property]**

18. (the "**Property**")

19. and hereby approve of its conveyance to:

20. **[insert description of the Purchasers]**

21. (the "**Purchasers**"),

22. subject only to the following encumbrances remaining on title to the Property:

23. **[insert Permitted Encumbrances]**

24. (the "**Permitted Encumbrances**").

25. I make this certificate pursuant to the provisions of the Order, knowing it to be true after having made due inquiry, and not in my personal capacity.

26. **DATED** at Calgary, Alberta, this _____ day of _____, 2010.

RSM RICHTER INC., in its capacity as
the Monitor in these proceedings

Per: _____
Robert Taylor

Action No. 1001-07852

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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

MONITOR'S CERTIFICATE

(RE: _____)

FRASER MILNER CASGRAIN LLP

Barristers and Solicitors

15th Floor Bankers Court

850 2 Street SW

Calgary, Alberta T2P 0R8

Solicitors: David W. Mann/Scott D. Kurie

Telephone: (403) 268-7097/(403) 268-3084

Facsimile: (403) 268-3100

File: 526686-1

Action No. 1001-07852

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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
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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

**APPROVAL AND VESTING ORDER
(Condominium Sales)**

FRASER MILNER CASGRAIN LLP

Barristers and Solicitors

15th Floor Bankers Court

850 2 Street SW

Calgary, Alberta

T2P 0R8

Solicitors: David W. Mann/Scott D. Kurie

Telephone: (403) 268-7097/(403) 268-3084

Facsimile: (403) 268-3100

File: 526686-1

SCHEDULE "B" TO THE NOTICE OF MOTION OF THE MEDICAN GROUP
RETURNABLE JUNE 11, 2010

Action No. 1001-07852

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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

BEFORE THE HONOURABLE)
MADAM JUSTICE K.M. HORNER) At the Courts Centre in the City of Calgary, in the
IN CHAMBERS) Province of Alberta, this 11th day of June, 2010
)

CLAIMS PROCEDURE ORDER

UPON the application of the Petitioners in these Proceedings (the "**Applicants**" or the "**Medican Group**"), **AND UPON** having read the Notice of Motion, the Affidavit of Tyrone Schneider, dated June 10, 2010, and the First Report of Monitor, dated June 10, 2010; **AND UPON** hearing counsel for the Applicants, counsel for the Monitor, and counsel for other interested parties; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service

1. Service of notice of the application for this Order, and all supporting materials, as set out in the Affidavit of Ronica Cameron, dated June 10, 2010, to be filed, is good and sufficient, and the time for notice hereof is abridged to the time actually given.

Claims Procedure

2. Pursuant to s.19 of the *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), the Applicants, with the assistance of the Monitor, will conduct a claims procedure to identify all creditors who have a Claim (as such term is defined in the CCAA) against the Applicants (the "**Claimants**").

3. All claims of the Claimants shall be proven in accordance with the procedures outlined herein and in the Notice to Creditors attached hereto as **Schedule "A"** (the "**Notice to Creditors**").

4. The Applicants, in consultation with the Monitor, are authorized and directed to implement the procedures outlined herein, and in the Notice to Creditors (collectively, the "**Claims Procedure**"), as follows:

- (a) The Applicants, with the assistance of the Monitor, shall send to the Claimants and other potential affected creditors (collectively referred to as "**Affected Creditors**") of which the Applicants or the Monitor are aware, the Notice to Creditors as attached hereto as **Schedule "A"**, and a Proof of Claim form (the "**Proof of Claim**") and related instruction letter (collectively the "**Proof of Claim Document Package**") by no later than June 18, 2010 by ordinary mail. The Proof of Claim Document Package will be in a form substantially the same as that attached hereto as **Schedule "B"**.
- (b) The Applicants, with the assistance of the Monitor, will publish a notice to Affected Creditors (the "**Notice to Affected Creditors**") of the Claims Process on two separate dates prior to June 25, 2010 in each of the Calgary Herald, the Medicine Hat News, and local community papers for the communities where the Medican Group has a development Project. The Notice to Affected Creditors will be in a form substantially the same as that attached hereto as **Schedule "C"**.

- (c) The Monitor will also post electronic copies of the Notice to Affected Creditors, the Proof of Claim Document Package and the Claims Procedure Order on the Monitor's website at <http://www.rsmrichter.com/Restructuring/Medican.aspx> as soon as practically possible after June 11, 2010.
- (d) Affected Creditors must submit their Proofs of Claim to the Monitor to be received prior to 5:00 p.m. M.D.T. on July 30, 2010 (the "**Claims Bar Date**"). The Monitor will supervise the receipt and collection of the Proofs of Claim and, in conjunction with the Applicants, will review each Proof of Claim filed by the Claims Bar Date.
- (e) All Affected Creditors that do not submit a Proof of Claim with the Monitor on or before the Claims Bar Date or such later date as this Honourable Court may otherwise order, will:
 - (i) not be entitled to attend or vote at any creditors' meeting;
 - (ii) not be entitled to receive any distribution under any plan of compromise or arrangement; and
 - (iii) be forever barred from making or enforcing any Claim against the Applicants and that Claim will be forever extinguished.

Secured Creditors

- 5. (a) With respect to any Proof of Claim filed by a Claimant alleging a secured or proprietary interest in any of the undertaking, property, and assets of the Medican Group, (a "**Secured Claim**"), the Monitor will, within 21 days of the Affected Creditor filing its Proof of Claim, either:
 - (i) accept the Claim as set out in the Proof of Claim in its entirety;
 - (ii) revise the amount or any priority of the Proof of Claim for voting and/or distribution purposes; or
 - (iii) disallow the Claim as set out in the Proof of Claim for voting and/or distribution purposes.

- (b) If the Monitor disputes the amount of a Secured Claim set out in a Proof of Claim, the Monitor will concurrently send a notice of revision or disallowance (the “**Notice of Revision or Disallowance**”) to the Affected Creditor in a form substantially the same as that attached hereto as **Schedule “D”**.
- (c) Any Secured Creditor that intends to dispute its Claim as set out in the Notice of Revision or Disallowance must deliver a Dispute Notice to the Monitor no later than 14 days from the date on the Notice of Revision or Disallowance or such later date as the Monitor and the Applicants may agree to in writing or as ordered by this Honourable Court. The Dispute Notice will be in a form substantially the same as that attached hereto as **Schedule "E"**.
- (d) If a Secured Creditor does not deliver a Dispute Notice in accordance with the preceding paragraph, it shall be deemed to have accepted the Notice of Revision or Disallowance and will:
- (i) where the entire Claim is disallowed:
 - A. not be entitled to attend or vote at any creditors’ meeting;
 - B. not be entitled to receive any distribution under any plan of compromise or arrangement; and
 - C. be forever barred from making or enforcing any Claim against the Applicants and that Claim will be forever extinguished; or
 - (ii) where the Claim has been revised:
 - A. only be entitled to receive any distribution under any plan of compromise or arrangement in an amount proportional to the revised amount; and
 - B. be forever barred from making or enforcing any Claim greater than the revised amount against the Applicants and the amount of the Claim reduced by the revision will be forever extinguished, and

- (e) The Monitor, in conjunction with the Applicants, may attempt to consensually resolve any Dispute Notice for voting and/or distribution purposes, as the case may be, with the Secured Creditor. If same cannot be resolved, the Applicants or the Monitor shall apply to the Court within 20 days of their receipt of the Dispute Notice for a determination of the value and priority of such Secured Claim by filing with this Honourable Court a Notice of Motion and serving it upon either the Monitor or the Applicant, as the case may be, and the Secured Creditor, as applicable.
- (f) Any time limitation set forth in this paragraph 5 may be extended by written agreement of the Monitor, the Applicants and the Secured Creditor or by Order of this Honourable Court.

All Other Affected Creditors

- 6. (a) With respect to claims of all Affected Creditors, other than Secured Claims, the Applicants, in conjunction with the Monitor, will either:
 - (i) accept the Claim as set out in the Proof of Claim in its entirety;
 - (ii) revise the amount or any priority of the Proof of Claim for voting and/or distribution purposes; or
 - (iii) disallow the Claim as set out in the Proof of Claim for voting and/or distribution purposes.
- (b) The Applicants will, in conjunction with the Monitor, provide to each Affected Creditor filing a Proof of Claim a notice in writing indicating whether the Affected Creditor's Claim is accepted, disputed in whole or disputed in part. If the Applicants, in conjunction with the Monitor, disputes the amount of a Claim set out in a Proof of Claim, the Monitor will send a notice of revision or disallowance (the "**Notice of Revision or Disallowance**") to the Affected Creditor in a form substantially the same as that attached hereto as **Schedule "D"**.
- (c) Any Affected Creditor that intends to dispute its Claim as set out in the Notice of Revision or Disallowance must deliver a Dispute Notice to the Monitor no later than 14 days after their receipt of the Dispute of Revision or Disallowance. The Dispute

Notice will be in a form substantially the same as that attached hereto as **Schedule "E"**.

- (d) If an Affected Creditor does not deliver a Dispute Notice in accordance with the preceding paragraph, they shall be deemed to have accepted the Notice of Revision or Disallowance and will:
- (i) where the entire Claim is disallowed:
 - A. not be entitled to attend or vote at any creditors' meeting;
 - B. not be entitled to receive any distribution under any plan of compromise or arrangement; and
 - C. be forever barred from making or enforcing any Claim against the Applicants and that Claim will be forever extinguished; or
 - (ii) where the Claim has been revised:
 - A. only be entitled to receive any distribution under any plan of compromise or arrangement in an amount proportional to the revised amount; and
 - B. be forever barred from making or enforcing any Claim greater than the revised amount against the Applicants and the amount of the Claim reduced by the revision will be forever extinguished, and
- (e) The Applicants, in conjunction with the Monitor, may attempt to consensually resolve any Dispute Notice for voting and/or distribution purposes, as the case may be, with the Affected Creditor. If same cannot be resolved, the Applicants or the Monitor may apply to Court for a determination of the value and priority of such Claim for voting and/or distribution purposes, as the case may be, by filing with this Honourable Court a Notice of Motion and serving it upon either the Monitor, the Applicant or the Affected Creditor, as applicable. If no application is brought by the Applicants or the Monitor, within 28 days, and the dispute remains unresolved, the Affected Creditor may serve on the Applicants, with a copy to the Monitor, a Notice

of Motion returnable within seven days before the Court of Queen's Bench of Alberta in these proceedings for the determination of the Claim in dispute.

Miscellaneous

7. The Applicants shall serve, by courier, telecopy 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 appears on the service list established in these proceedings.

J.C.Q.B.A.

ENTERED this ____ day of
June, 2010.

CLERK OF THE COURT

4954319_3.DOC

DRAFT

SCHEDULE "A"

IN THE COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL DISTRICT OF 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

NOTICE TO CREDITORS

On May 26, 2010, the Petitioners in the above noted proceedings (collectively, the "Medican Group") received protection under the *Companies Creditors Arrangement Act* (the "CCAA") from the Court of Queen's Bench of Alberta (the "Court"). RSM Richter Inc. was appointed by the Court as the monitor in these proceedings (the "Monitor").

On June 11, 2010, the Court directed the Applicants and the Monitor to solicit claims from all creditors of the Medican Group for the purpose of determining the claims which will participate in the CCAA proceedings.

Any creditor having a claim against an entity forming the Medican Group arising before May 26, 2010 of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim, (a "Claim") and is required to file, in the manner set out in this Notice to Creditors, a Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Monitor in order to participate in any voting or distribution associated with the CCAA proceedings.

Additional copies of the prescribed Proof of Claim form can be obtained by contacting the Monitor via telephone at 403.233.8462 or via e-mail at cgyminfo@rsmrichter.com or it can be downloaded from the Monitor's website at <http://www.rsmrichter.com/Restructuring/Medican.aspx>.

Any creditor who chooses to file a Proof of Claim is required to provide whatever documentation they may have to support their Claim against the Medican Group, such as contracts, invoices, bills of lading, and shipping receipts, in relation to the goods and/or services provided to the Medican Group in the appropriate currency under which their Claim arose.

All Proof of Claim forms, together with the required supporting documentation, must be delivered, sent by facsimile or mailed to RSM Richter Inc. at Bow Valley Square 2, 3810, 205 - 5 Avenue SW, Calgary, AB T2P 2V7, or fax: 403-233-8688 to the attention of Neil Honess on or before 5:00 pm Mountain Daylight Time on July 30, 2010.

All Claims must account for the following:

1. All Claims must be adjusted for any equipment and/or other assets released by the Medican Group to the creditor whether by court order or otherwise; and
2. Where a creditor is claiming an offset against all or a portion of amounts owing by the Medican Group, full particulars of the offset must be included.

All Claims received by the Monitor or, in the case of mailing, postmarked, after the claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished, barred, and will not participate in any voting or distributions in the CCAA proceedings.

With respect to secured creditors, the Monitor will within 21 days of receiving the Proof of Claim, in turn provide to the creditor a notice in writing by registered mail, by courier service, or by facsimile as to whether their Claim is accepted or disputed in whole or in part, and the reason for the dispute pursuant to a Notice of Revision or Disallowance.

Where a secured creditor objects to a Notice of Revision or Disallowance, the creditor shall notify the Monitor and the Medican Group of its objection in writing (the "Notice of Objection") by registered mail, courier service or facsimile within 14 days from the date on the Notice of Revision or Disallowance.

With respect to all other claims, the Monitor will accumulate the Proof of Claim forms and, in due course, provide to the creditor a notice in writing by registered mail, by courier service, or by facsimile as to whether their Claim is accepted, or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Notice of Revision or Disallowance.

Where a creditor objects to a Notice of Revision or Disallowance, the creditor shall notify the Medican Group of its objection in writing (the "**Dispute Notice**") within 14 days of receipt of a Notice of Revision or Disallowance.

The Monitor and the Medican Group will attempt to consensually resolve disputes with respect to any claim. If the dispute cannot be resolved the Monitor or the Applicants may (or, in the case of a secured claim shall) bring an application before the Court for the determination of the claim.

A creditor not filing a Dispute Notice to a Notice of Revision or Disallowance issued by the Medican Group shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Claim as set out in such Notice of Revision or Disallowance.

Dated June 11, 2010 in Calgary, Alberta.

RSM RICHTER INC. in its capacity as
Monitor of the Medican Group.

Robert Taylor

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DRAFT

SCHEDULE "B"

Action No. 1001-07852

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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.

**Proof of Claim
For Claims Arising Before May 26, 2010
(See Reverse for Instructions)**

Regarding the claim of _____ (referred to in this form as "the creditor").
(name of creditor)

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. Check box of appropriate CCAA debtor that your claim is against:

- | | |
|---|--|
| <input type="checkbox"/> Medican Holdings Ltd. | <input type="checkbox"/> Medican Developments Inc. |
| <input type="checkbox"/> R7 Investments Ltd. | <input type="checkbox"/> Medican Construction Ltd. |
| <input type="checkbox"/> Medican Concrete Inc. | <input type="checkbox"/> 1090772 Alberta Ltd. |
| <input type="checkbox"/> 1144233 Alberta Ltd. | <input type="checkbox"/> 1344241 Alberta Ltd. |
| <input type="checkbox"/> 9150-3755 Quebec Inc. | <input type="checkbox"/> Axxess (Grande Prairie) Developments Ltd. |
| <input type="checkbox"/> Axxess (Sylvan Lake) Developments Ltd. | <input type="checkbox"/> Canvas (Calgary) Developments Ltd. |
| <input type="checkbox"/> Elements (Grande Prairie) Developments Ltd. | <input type="checkbox"/> Homes By Kingsland Ltd. |
| <input type="checkbox"/> Lake Country (Sitara) Developments Ltd. | <input type="checkbox"/> Medican (Edmonton Terwillegar) Developments Ltd. |
| <input type="checkbox"/> Medican (Grande Prairie) Holdings Ltd. | <input type="checkbox"/> Medican (Kelowna Move) Developments Ltd. |
| <input type="checkbox"/> Medican (Lethbridge – Fairmont Park) Developments Ltd. | <input type="checkbox"/> Medican (Red Deer – Michener Hill) Developments Ltd. |
| <input type="checkbox"/> Medican (Sylvan Lake) Developments Ltd. | <input type="checkbox"/> Medican (Westbank) Development Ltd. |
| <input type="checkbox"/> Medican (Westbank) Land Ltd. | <input type="checkbox"/> Medican Concrete Forming Ltd. |
| <input type="checkbox"/> Medican Developments (Medicine Hat Southwest) Inc. | <input type="checkbox"/> Medican Enterprises Inc. / Les Entreprises Medican Inc. |
| <input type="checkbox"/> Medican Equipment Ltd. | <input type="checkbox"/> Medican Framing Ltd. |
| <input type="checkbox"/> Medican General Contractors Ltd. | <input type="checkbox"/> Medican General Contractors 2010 Ltd. |
| <input type="checkbox"/> Riverstone (Medicine Hat) Developments Ltd. | <input type="checkbox"/> Sanderson Of Fish Creek (Calgary) Developments Ltd. |
| <input type="checkbox"/> Sierras Of Eaux Claires (Edmonton) Developments Ltd. | <input type="checkbox"/> Sonata Ridge (Kelowna) Developments Ltd. |
| <input type="checkbox"/> Sylvan Lake Marina Developments Ltd. | <input type="checkbox"/> The Estates Of Valleydale Developments Ltd. |
| <input type="checkbox"/> The Legend (Winnipeg) Developments Ltd. | <input type="checkbox"/> Watercrest (Sylvan Lake) Developments Ltd. |

The CCAA Debtor (check appropriate box above) was, as at May 26, 2010, and still is indebted to the creditor in the sum of \$_____ CDN as shown by the statement of account attached hereto and marked "Schedule A". Claims should **not** include the value of goods and/or services supplied after May 26, 2010. If a creditor's claim is to be reduced by deducting any counter claims to which the CCAA Debtor is entitled and/or amounts associated with the return of equipment and/or assets by the CCAA 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.

4. **Unsecured claim.** \$_____ In respect to the said debt, the creditor does not and has not held any assets of as security.
- Secured claim.** \$_____ In respect of the said debt, the creditor holds assets valued at \$_____ as security:

Provide full particulars of the 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 _____, 2010.
Insert city and date of signature

Witness _____

(signature of individual completing the form)

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. 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.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. Tick the box of the appropriate CCAA Debtor your claim is against. A Statement of Account containing details of secured and unsecured claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". Claims should **not** include the value of goods and/or services arising after May 26, 2010. 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.
4. 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 at 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.

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

Additional information regarding the Medican Group and the CCAA process, as well as copies of claims documents may be obtained at <http://www.rsmrichter.com/Restructuring/Medican.aspx> . If there are any questions in completing the notice of claim, please write or telephone the office of the Monitor at:

RSM Richter Inc.
Attention: Mr. Neil Honess
Bow Valley Square 2
3810, 205 - 5 Avenue SW
Calgary, AB T2P 2V7
Telephone : 403.233.8462
Facsimile : 403.233.8688
E-mail : cgyinfo@rsmrichter.com

Note: Any claim not delivered to the Monitor at the above noted address by July 30, 2010, will, unless otherwise ordered by the Alberta Court of Queen's Bench, be barred and may not thereafter be advanced against the CCAA Debtor.

SCHEDULE "C"

NOTICE TO CREDITORS 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., Axxess (Grande Prairie) Developments Ltd., Axxess (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.
(collectively, the "CCAA Debtors")

**Re: NOTICE OF CALL FOR CLAIMS AND CLAIMS BAR DATE
FOR THE CCAA DEBTORS PURSUANT TO THE
COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA")**

NOTICE IS HEREBY GIVEN THAT pursuant to an order of the Court of Queen's Bench of Alberta (the "Court") granted June 11, 2010 (the "Claims Procedure Order") the Court has ordered that Proof of Claim Document Packages (as defined in the Claims Procedure Order) be sent to various known creditors of the CCAA Debtors listed above, as specified in the Claims Procedure Order. A copy of the Claims Procedure Order and the Proof of Claim Document Package can be obtained from the website of the Monitor at <http://www.rsmrichter.com/Restructuring/Medican.aspx>.

Any person who believes that they have a claim against any of the CCAA Debtors listed above, which claim arose prior to May 26, 2010, whether liquidated, contingent or otherwise, should send a separate Proof of Claim for the CCAA Debtors against which it asserts a Claim(s) to the Monitor to be received by **5:00 p.m. (Mountain Daylight Time) on July 30, 2010 (the "Claims Bar Date")**.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER EXTINGUISHED AND SUCH CREDITORS WILL BE FOREVER BARRED FROM MAKING OR ENFORCING CLAIMS AGAINST THE CCAA DEBTORS AND WILL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THESE PROCEEDINGS OR RECEIVE FURTHER NOTICE OF THESE PROCEEDINGS.

Creditors of the CCAA Debtors who have not received a Proof of Claim Document Package from the CCAA Debtors can obtain a copy from the website of the Monitor at <http://www.rsmrichter.com/Restructuring/Medican.aspx> or by contacting the Monitor (telephone: 403-233-8462 fax: 403-233-8688).

DATED this _____ day of _____ 2010.

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DRAFT

SCHEDULE "D"

**NOTICE OF REVISION OR DISALLOWANCE FOR VOTING
AND/OR DISTRIBUTION PURPOSES**

For Creditors 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., Axxess (Grande Prairie) Developments Ltd., Axxess (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. (collectively, the "CCAA Debtors")

Claim Reference Number: _____

Name of CCAA Debtor: _____

TO: _____
(Name of Creditor)

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Court of Queen's Bench of Alberta dated June 11, 2010 (the "Claims Procedure Order").

All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Claims Procedure Order, RSM Richter Inc., in its capacity as Court-appointed Monitor of the CCAA Debtors, hereby gives you notice that it has reviewed your Proof of Claim in conjunction with the CCAA Debtors and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be allowed as follows:

| | <u>Amount Allowed by Monitor for:</u> | | |
|-----------------|--|----------------------|----------------------------|
| | <u>Proof of Claim</u> | <u>Voting</u> | <u>Distribution</u> |
| | <u>Amount</u> | | |
| Unsecured Claim | \$ _____ | \$ _____ | \$ _____ |
| Secured Claim | \$ _____ | \$ _____ | \$ _____ |

REASON(S) FOR THE REVISION OR DISALLOWANCE:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within fourteen days from the date on this Notice of Revision or Disallowance** deliver to the Monitor a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the address below.

RSM Richter Inc., the Court-appointed Monitor of the CCAA Debtors

By Mail/Courier:

Bow Valley Square 2
3810, 205 - 5 Avenue SW
Calgary, AB T2P 2V7
Attention: Mr. Robert Taylor/Mr. Neil Honess
Fax: _____

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN FOURTEEN DAYS OF THE DATE ON THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED this _____ day of _____, 2010.

Action No. 1001-07852

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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

CLAIMS PROCEDURE ORDER

FRASER MILNER CASGRAIN LLP

Barristers and Solicitors
15th Floor Bankers Court
850 2 Street SW
Calgary, Alberta T2P 0R8

Solicitors: David W. Mann/Scott D. Kurie
Telephone: (403) 268-7097/(403) 268-3084
Facsimile: (403) 268-3100
File: 526686-1

SCHEDULE "C" TO THE NOTICE OF MOTION OF THE MEDICAN GROUP
RETURNABLE JUNE 11, 2010

Action No. 1001-07852

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE OF 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

BEFORE THE HONOURABLE)
MADAM JUSTICE K.M. HORNER) At the Courts Centre in the City of Calgary, in the
IN CHAMBERS) Province of Alberta, this 11th day of June, 2010

ORDER
(Stay Extension)

UPON the application of the Petitioners in these proceedings (collectively, the "**Medican Group**"); AND UPON having read the Notice of Motion of the Petitioners, dated June 10, 2010, the Affidavit of Tyrone Schneider dated June 10, 2010 (the "**Schneider Affidavit**"), the

Affidavit of Ronica Cameron dated June 10, 2010 (the “**Service Affidavit**”), the First Monitor's Report, dated June 10, 2010 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 Notice of Motion 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 (“Initial Order”).

Extension of Stay

3. The Stay Period as defined in the Initial Order, is hereby extended up to and including August 12, 2010.

Obligation of the Consultant Secured by the Administration Charge

4. The obligations owing to the Consultant under the Consulting Agreement (as those terms are defined in the Schneider Affidavit), are secured under the Administration Charge.

Additional Draw on DIP Lending Facility

5. The Medican Group is hereby authorized to draw an additional \$1,000,000 under the DIP Lending Facility.

Miscellaneous

6. 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.

J.C.Q.B.A.

ENTERED this ____ day of
June, 2010.

CLERK OF THE COURT

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DRAFT

Action No. 1001-07852

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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
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**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

**ORDER
(Stay Extension)**

FRASER MILNER CASGRAIN LLP

Barristers and Solicitors
15th Floor Bankers Court
850 2 Street SW
Calgary, Alberta T2P 0R8

Solicitors: David W. Mann/Scott D. Kurie
Telephone: (403) 268-7097/(403) 268-3084
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File: 526686-1

Action No. 1001-07852

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF 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

NOTICE OF MOTION

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