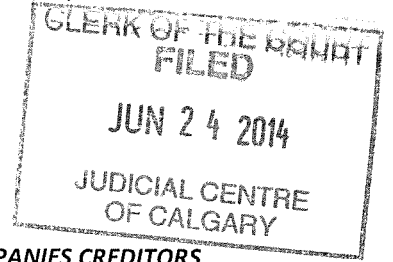


Clerk's stamp:



COURT FILE NUMBER 1201-05843
COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

**IN THE MATTER OF THE COMPANIES CREDITORS
ARRANGEMENT ACT, RSC, 1985, c C-36, AS AMENDED;**

AND IN THE MATTER OF UBG BUILDERS INC., ALBERTA BUILDERS CAPITAL INC., ALPINE HOMES (2006) INC., AMERICAN BUILDERS CAPITAL (US) INC., EDGEWATER AT GRIESBACH INC., ELITE HOMES (2006) LTD., EVOLUTION BY GREENBORO INC., GREENBORO COMMUNITIES (2006) INC., GREENBORO ESTATE HOMES (2006) LTD., GREENBORO HOMES (2006) LTD., GREENBORO LUXURY HOMES INC., HIGH POINTE INC., MOUNTAINEERS VILLAGE (2006) INC., MOUNTAINEERS VILLAGE II INC., ORIGINS AT CRANSTON INC., SOUTH TERWILLEGAR VILLAGE INC., THE BRIDGES MANAGEMENT INC., THE LEDGES INC., TIMBERLINE LODGES (2006) INC., TODAY'S COMMUNITIES (2006) INC., TODAY'S HOMES (2006) INC., TUSCANY DEVELOPMENTS (2006) INC., UBG ALBERTA BUILDERS (2006) INC., UBG ALPINE HOMES (2006) LTD., UBG BRIDGES INC., UBG BUILDERS (USA) INC., UBG COMMERCIAL INC., UBG LAND INC., UBG LOT DEPOSIT CORP., UBG 4500 CALGARY INC., UBG 75 CANMORE INC., UBG 808 CALGARY INC., UNITY INVESTMENTS (2012) INC., VALMONT AT ASPEN STONE INC., VALOUR PARK AT CURRIE INC., VILLAGE AT THE HAMPTONS INC., VILLAGE ON THE PARK INC., WILDERNESS HOMES BY RIVERDALE INC., WILDERNESS RIDGE AT STEWART CREEK INC.

(COLLECTIVELY, THE "APPLICANTS")

I hereby certify this to be a true copy of the original order
Dated this 24 day of June 2014
Annastasia
for Clerk of the Court

DOCUMENT

ORDER
(Origins Stalking Horse)

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

DENTONS CANADA LLP
Bankers Court
15th Floor, 850 - 2nd Street S.W.
Calgary, Alberta T2P 0R8
Attention: David W. Mann / Derek Pontin
Ph. (403) 268-7097/6301 Fx. (403) 268-3100
File No.: 549362-1

DATE ON WHICH ORDER WAS PRONOUNCED: JUNE 23, 2014
LOCATION WHERE ORDER WAS PRONOUNCED: CALGARY
NAME OF JUDGE WHO MADE THIS ORDER: Justice JUSTICE STREKAF

ORDER
(ORIGINS STALKING HORSE)

UPON the application of the Petitioners in these proceedings (collectively, "**UBG**"); AND UPON having read the Application of the Petitioners, dated June 18, 2014, the Report of the Monitor in respect of the Origins Project (the "**Report**"), the Affidavit of Rosie Cooney, sworn June 18, 2014 (the "**Service Affidavit**"), all filed, and such other material in the pleadings and proceedings as deemed necessary; AND UPON hearing counsel for UBG, counsel for the Monitor, and other interested parties;

IT IS HEREBY ORDERED THAT:

Service

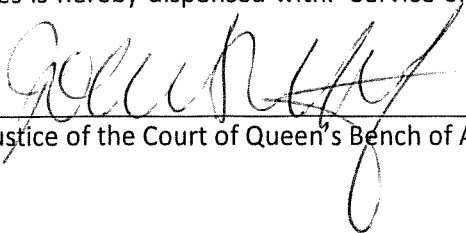
1. The time for service of notice of this application is abridged to the time actually given and service of the Application and supporting material as described in the Service Affidavit is good and sufficient, and this hearing is properly returnable before this Honourable Court today and further service thereof is hereby dispensed with.
2. All capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Initial Order granted in these proceedings on May 9, 2012 (the "**Initial Order**").

Approval of the Sale Procedure and Solicitation Process

3. The Asset Purchase Agreement among Origins at Cranston Limited Partnership, by its general partner, Origins at Cranston Inc., and Crystal Creek Homes (Edmonton) Limited Partnership, by its general partner Crystal Creek Homes 2013 Ltd., dated June 16, 2014 (the "**Offer**") including the break fee discussed in paragraph 3.5 of the Offer, to sell the lands legally defined as Condominium Plan 1310351, Unit 25, and 4236 undivided one ten thousandth shares in the common property, excepting thereout all mines and minerals, and all appurtenances thereto (the "**Lands**"), be and is hereby approved, and the Offer shall form the Stalking Horse Bid.
4. UBG and the Monitor are hereby authorized and directed to accept the Offer and proceed with the procedure outlined in the Sale Procedure attached hereto as Schedule "A" (the "**Sale Procedure**") and do all such things as are reasonably necessary to carry out their respective obligations thereunder and give full effect to the Sale Procedure.

Miscellaneous

5. The Sale Procedure may be altered or amended by the Monitor in any non-substantive manner to give full or better effect to the Sale Procedure approved hereby.
6. UBG 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 effected as aforesaid shall be good and sufficient service.



Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"
TO THE ORIGINS STALKING HORSE ORDER

Unity Builders Group – Sale Procedure

Origins at Cranston Limited Partnership, by its general partner, Origins at Cranston Inc. (the "Vendor")

Overview of contemplated bidding procedure (the "Sale Procedure") for the lands legally described as:

CONDOMINIUM PLAN 1310351
UNIT 25
AND 4236 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

and all appurtenances thereto (the "Lands").

1. The Offer to Purchase the Lands (the "Offer") by Crystal Creek Homes (Edmonton) Limited Partnership, by its general partner Crystal Creek Homes 2013 Ltd. (the "Stalking Horse Bidder"), is a "Stalking Horse" bid and the Offer may be utilized by the Vendor in conjunction with it continuing to seek to sell the Lands on terms and conditions that are (a) no less favourable, (b) no more burdensome or conditional, and (c) except for purchase consideration greater than the Purchase Price (as defined in the Offer), substantially similar to the Offer.
2. The Vendor and/or the Monitor will:
 - (a) send out an introduction letter to potential purchasers as identified by UBG, its counsel and the Monitor, as soon as reasonably practical;
 - (b) place an advertisement in local, national, or international publications as appropriate; and
 - (c) provide any potential purchasers who execute an acceptable confidentiality agreement:
 - (i) access to the Lands and available management team; and
 - (ii) access to an electronic data room to be maintained by the Monitor.
3. The Offer will be made available to all potential purchasers.
4. A potential purchaser ("Competing Bidder") who wishes to acquire the Lands shall submit its offer – in the form of an executed purchase and sale agreement in substance substantially similar to the Offer – to the Monitor no later than 12:00 p.m., Calgary time, July 25, 2014, which offer shall provide:
 - (a) a deposit payable by certified cheque, bank draft or wire transfer of not less than 10% of the competing bid's total consideration,
 - (b) a closing time of not later than 30 days following the vesting Order contemplated in paragraph 11 hereof,

- (c) that the competing bid shall remain open for acceptance and be irrevocable until the Monitor has determined the Successful Bidder (as defined below), and
 - (d) a purchase price in excess of the current purchase price of \$1,200,000 by an amount equal to at least the sum of the Purchase Price, plus an additional \$75,000, being the \$50,000 Break Fee (as defined in the Offer) plus a further \$25,000 Canadian dollars;
- (a "Competing Bid").
- 5. The Competing Bid must be accompanied by a blacklined copy of the Competing Bid as against the Offer, showing any and all variations between the Competing Bid and the Offer.
 - 6. The Competing Bid must not contain any contingency relating to due diligence or financing or any other material conditions precedent to the Competing Bidder's obligation to close that are not otherwise contained in the Offer.
 - 7. The Competing Bid must be made by one or more bidders who can demonstrate, in the aggregate, that in the event that the Competing Bid is made by more than one bidder, the financial ability to consummate the transactions contemplated by the Competing Bid on the terms specified therein can be completed by only one of such bidders.
 - 8. If the Monitor receives one or more Competing Bids then:
 - (a) the Stalking Horse Bidder shall not be entitled to overbid any additional consideration to the Purchase Price;
 - (b) there shall be no auction in respect of this procedure, all Competing Bids are final and binding on the competing bidders; and
 - (c) in the event that two or more Superior Bids are for the same purchase price and are otherwise materially comparable, in the Monitor's discretion, then those Competing Bidders will be directed to provide revised bids, not less than the Superior Bids, in accordance with the Monitor's direction; and
 - (d) the most favourable bid as between the Offer and the Competing Bids shall be selected by the Monitor as the successful bidder (the "**Superior Bid**").
 - 9. The Monitor is authorized, in its sole and unfettered discretion, to disallow any Competing Bids that do not meet the terms of this Sale Procedure.
 - 10. UBG and the Monitor shall seek a vesting Order as soon as reasonably practicable after:
 - (a) a Superior Bid is selected by the Monitor, or
 - (b) there is no Competing Bidder by July 25, 2014.
 - 11. The sale of the Lands will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, UBG or any of their agents, estates, advisors, professionals or otherwise.

12. The Stalking Horse Bidder shall be entitled to a fee (the "**Break Fee**") payable out of and secured against the purchase consideration paid by the Successful Bidder to the Vendor, in accordance with section 3.5 of the Offer, in an amount equal to \$50,000, which is fair and reasonable compensation to the Stalking Horse Bidder for its costs and providing the Offer.
13. In the event of any conflict between this Sales Procedure and the Offer, this Sales Procedure shall prevail.