

PROTOCOL AGREEMENT

THIS AGREEMENT made as of the 4th day of September, 2012.

BETWEEN:

GREENBORO LUXURY HOMES INC. on its own behalf and as general partner of GREENBORO LUXURY HOMES (CURRIE BARRACKS 1A) LIMITED PARTNERSHIP (collectively, the "Borrower")

- and -

THE TORONTO-DOMINION BANK ("TD")

WHEREAS TD has made secured loans and advances to the Borrower and has been granted security from the Borrower therefor including, *inter alia*, a first mortgage on the Homes Under Construction;

AND WHEREAS the Borrower has obtained protection under and pursuant to the provisions of the *Companies' Creditors Arrangement Act* pursuant to the Initial Order made in the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "Court") in Action Number 1201-05843 on May 9, 2012 (the "CCAA Proceedings");

AND WHEREAS the Borrower has obtained a Vesting Order (the "Vesting Order") in the CCAA Proceedings in respect of, *inter alia*, the sale of the Homes Under Construction;

AND WHEREAS the Borrower has obtained a Claims Procedure Order (the "Claims Procedure Order") in the CCAA Proceedings;

AND WHEREAS Ernst & Young Inc. is the court appointed monitor (the "Monitor") in the CCAA Proceedings;

AND WHEREAS TD has agreed to refinance the principal balance, accrued interest and all other costs and charges due or accruing to TD pursuant to the Credit Facilities (the "Indebtedness"), such that the Indebtedness will be subject to and governed by the DIP Order;

AND WHEREAS the Borrower, TD and the Monitor (collectively, the "Parties") have agreed to proceed with a plan to:

- (a) fund and complete construction of the Homes Under Construction;
- (b) close the sales of Homes Under Construction; and
- (c) expeditiously repaying the Indebtedness.

NOW THEREFORE, this agreement (the "Agreement") witnesses that in consideration of the mutual covenants and agreements contained herein the Parties agree as follows.

1. **Defined Terms**

In this Agreement, unless otherwise defined herein, capitalized terms shall have the following meanings:

"Borrower's Costs" means an amount payable to the Borrower for its immediate use to cover its ongoing costs calculated as four (4%) percentage of the total sale proceeds of a Home Under Construction;

"Closing Costs" means all reasonable ordinary costs of closing the sale of a Home Under Construction including, without limitation: (a) all goods and services and other applicable sales taxes, property taxes, reasonable realty commissions, applicable condominium or community fees, and reasonable legal fees and disbursements; (b) payment of any Lot Purchase Amount; and (c) such reasonable withholdings as may be customary or necessary for the sale of residential homes in Calgary, Alberta similar to the Home Under Construction, including to secure new home warranty obligations of the Borrower not to exceed 0.5% of the sale proceeds of the Home Under Construction;

"Contract" means an unconditional agreement of purchase and sale for a Home Under Construction between the Borrower and a arms-length third party and **"Contracts"** means more than one;

"Credit Facilities" means the operating reducing demand loan (including letters of credit and loan guarantees) granted by TD in favour of the Borrower for the construction of the Homes Under Construction;

"DIP Order" means an order granted by the Court in the CCAA Proceedings in the form attached hereto as Schedule "A" or otherwise acceptable to the Parties;

"Homes Under Construction" means collectively those residential properties listed in Schedule "B";

"Loan Documents" means collectively the commitment letters, loan documents, security documents, and related agreements among TD and, *inter alia*, the Borrower governing the Credit Facilities and which is listed in Schedule "C";

"Lot Purchase Amount" means any amounts payable to a developer to complete the purchase of the land upon which a particular Home Under Construction is being constructed;

"Trade Payables" means any amount owed by the Borrower to third parties for the provision of goods or services in respect of a Home Under Construction and, in the case of goods or services provided to the Borrower prior to May 9, 2012, where such claim has been proven in accordance with the Claims Procedure Order; and

"UBG Security" means the Limited Guarantee, Postponement and Pledge to be granted by UBG Builders Inc. in favour of TD, the form of which is attached as Schedule "E".

2. **Conditions**

This Agreement is subject to the following conditions (the "**Conditions**") solely for the benefit of TD, which may be waived by TD at any time:

- (a) that TD, the Monitor and Greenboro Estate Homes Limited Partnership ("**Greenboro Estate LP**") enter into an agreement in a form and substance similar to this Agreement in respect of the residential properties described in Schedule "D" prior to any Draws being advanced by TD;
- (b) that the existing Greenboro Estate LP guarantee for the repayment of all of the Indebtedness shall be secured by the "super-priority" charge over all of the assets of Greenboro Estate LP set forth in and governed by the provisions of the DIP Order prior to any Draws being advanced by TD; and
- (c) that UBG Builders Inc. delivers the UBG Security to TD prior to any Draws being advanced by TD.

3. **Indebtedness**

- (a) TD and the Borrower agree that as of date hereof the Indebtedness is \$252,853.68.
- (b) TD agrees to refinance the Indebtedness, provided the Indebtedness will be subject to and governed by the DIP Order.
- (c) TD will advance the funds required to complete and market the Homes Under Construction as requested by the Borrower (the "**Draws**"), subject to and in accordance with the following.
 - (i) Draws will be secured by the "super-priority" charge over the Borrower's assets set forth in, and otherwise governed by, the provisions of the DIP Order.
 - (ii) The total aggregate principal amount of the Indebtedness will not exceed \$1,600,000 and will bear interest at the TD prime rate plus three percent (3%) per annum.
 - (iii) Draws will be used solely to pay Trade Payables and any Lot Purchase Amount related to the Homes Under Construction.
 - (iv) The CCAA Proceedings shall have not been terminated and the stay of proceedings pursuant thereto shall be in full force and effect.
 - (v) The status of all Loan Documents and security shall be satisfactory to TD in its sole, absolute and unfettered discretion.
 - (vi) Draws will be against monthly Draw requests prepared by the Borrower and reviewed by both the Monitor and TD and supported by the following, satisfactory to TD in its sole, absolute and unfettered discretion:

- (A) detailed budget (including lot costs) showing the original budget, revised budget, costs to date and costs to complete, for every home being financed;
 - (B) list of accounts payable, holdbacks, GST reconciliation and lots payable;
 - (C) compliance certificate signed by the Borrower confirming compliance with the *Builders' Lien Act* (Alberta), all applicable tax legislation, and the terms and conditions of this Section 3(c);
 - (D) sales summary and summary of purchaser deposits, together with copies of Contracts;
 - (E) sub search of the subject Homes Under Construction; and
 - (F) all other information TD may require to process the Draws.
- (vii) The Borrower shall submit a copy of all cheques that will be issued along with detailed invoices supporting same. The Monitor shall review and formally approve all draws and cheques to be presented for payment.
 - (viii) The Monitor shall obtain a Statutory Declaration from the primary trades (defined as Foundation/Excavation, Electrical/Mechanical, Plumbing, Heading, Framing, Roofing, Drywall, Concrete/Masonry/Stucco/Aluminum, Window & Door) on a monthly basis and confirm all payments are up to date.
 - (ix) All Draws shall be advanced into the Borrower's account maintained at TD, which account will be subject to such controls and operating procedures as TD, in its sole, absolute and unfettered discretion shall determine, including, without limitation, regular monitoring by the Monitor.
 - (x) TD shall be provided with a monthly compliance certificate within thirty (30) days of each month end.
 - (xi) The Borrower shall provide within thirty (30) days of each month end a monthly listing of legal description for Homes Under Construction with random title searches to confirm title to the Homes Under Construction is satisfactory to TD in its sole, absolute and unfettered discretion.
 - (xii) The Borrower shall provide monthly internal financial statements within thirty (30) days of each month end and annual review engagement financial statements at the request of TD.
 - (xiii) The Borrower shall provide detailed information regarding budgets, costs to date, customer deposits, purchase and sale agreements for each Home Under Construction at the request of TD, satisfactory to TD in its sole, absolute and unfettered discretion.

- (xiv) The Borrower shall not further encumber any of its assets nor change its ownership structure without the prior written consent of TD, satisfactory to TD in its sole, absolute and unfettered discretion.
- (xv) The Borrower shall not permit or agree to any financing by other financial institutions in respect of the Homes Under Construction without the prior written consent of TD, satisfactory to TD in its sole, absolute and unfettered discretion.
- (xvi) Any sale or transfer of assets or any material change in ownership of the Borrower not approved by TD will result in the entire indebtedness becoming due and payable at the option of TD.
- (xvii) TD may perform periodic site visits of the Homes Under Construction and the Borrower shall provide necessary site access to complete same.
- (xviii) Any easement that would restrict use of the Homes Under Construction shall be subject to the prior written consent of TD, satisfactory to TD in its sole, absolute and unfettered discretion.
- (xix) Title to the Homes Under Construction shall remain satisfactory to TD in its sole, absolute and unfettered discretion.
- (xx) The Borrower shall comply with all applicable laws.
- (xxi) Any breach of this Agreement shall constitute a breach and/or an event of default under the Credit Facilities, the Loan Documents and the UBG Security.
- (xxii) Any breach under the Credit Facilities, the Loan Documents or the UBG Security occurring after the date of this Agreement shall constitute a breach under this Agreement.
- (xxiii) In the event of a conflict between the Loan Documents, the UBG Security and this Agreement, TD may elect in its sole, absolute and unfettered discretion whether the Loan Documents or the Agreement governs.

4. Security

The Indebtedness will be secured by the DIP Order, the security forming part of the Loan Documents and the UBG Security.

5. DIP Arrangement Fee

As an incentive to TD to refinance the indebtedness, the Borrower shall forthwith after the execution and delivery of this Agreement by the Parties pay TD a DIP arrangement fee of \$16,000.

6. DIP Order

The Borrower shall forthwith after the execution and delivery of this Agreement by the Parties and the satisfaction or waiver of the Conditions proceed in the CCAA Proceedings to seek and obtain the DIP Order.

7. Distribution of Sales Proceeds of Homes Under Construction

- (a) The Borrower represents, warrants and covenants that the Homes Under Construction have been sold to arms-length parties pursuant to one or more Contracts. The Borrower agrees to provide copies of the Contracts to TD and the Monitor on or before September 4, 2012. The Borrower agrees to utilize diligent commercial efforts to complete and proceed to close of the sale of the Homes Under Construction pursuant to the Contracts.
- (b) The Parties agree that the sale proceeds from the Homes under Construction shall be distributed as soon as practicable, as follows:
 - (i) firstly, to the payment of all Closing Costs;
 - (ii) secondly, to the payment of all Borrower's Costs;
 - (iii) thirdly, to payment of all Trade Payables;
 - (iv) fourthly, to repayment of the Indebtedness;
 - (v) fifthly (if any):
 - (A) to TD, fifty percent (50%) of the balance (the "GP Share of Proceeds"), which is attributable to Greenboro Luxury Homes Inc. under the Currie Barracks 1A) Limited Partnership Agreement dated December 1, 2009 (the "LP Agreement"), to repay the indebtedness of Greenboro Estate LP to TD; and
 - (B) to the limited partners of Greenboro Luxury Homes (Currie Barracks 1A) Limited Partnership, fifty percent (50%) of the balance.

8. Assignment of the GP Share of Proceeds

- (a) The Borrower represents and warrants that the Limited Partners' Capital Contributions (as that term is defined in the LP Agreement) have been repaid in full and that Limited Partners (as that term is defined in the LP Agreement) have received, in full, their Preferred Return (as that term is defined in the LP Agreement).
- (b) Greenboro Luxury Homes Inc. does hereby assign, transfer and set over to TD the GP Share of Proceeds and all other benefit and advantage to be derived therefrom (the "Assignment").

- (c) TD shall not by reason of these presents or by reason of any steps, actions or other proceedings taken to enforce any of its rights hereunder be deemed to be a mortgagee in possession of the Homes Under Construction or any part thereof.
- (d) Greenboro Luxury Homes Inc. represents, warrants and covenants that it has full legal power and authority to make the Assignment.

9. **General**

- (a) The Parties agree and acknowledge that this Agreement is subject to the provisions of, and compliance with, the granting of the DIP Order, the Claims Procedure Order and the Vesting Order, all in form and substance satisfactory to the Parties.
- (b) The Parties agree to use diligent commercial efforts to give full effect to the terms and conditions of this Agreement. To the extent a Party determines, acting reasonably, that Court approval is required to give effect to the provisions herein, then the other Parties covenant and agree to support any application to the Court to give effect to the terms of this Agreement.
- (c) There is no promise, warranty, representation, undertaking, covenant or understanding by or binding upon the Parties except such as are expressly set forth in this Agreement, and this Agreement contains the entire agreement between the Parties in respect of the subject matter hereof.
- (d) This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Alberta.
- (e) No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the Parties.
- (f) Whenever necessary or appropriate in this Agreement, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa.
- (g) Time is and shall be of the essence hereof.
- (h) This Agreement may be executed in counterparts and delivered via facsimile or via email in PDF and the counterparts together shall constitute an original.

The Parties have entered into this Agreement as of the date first above written.

GREENBORO LUXURY HOMES INC. on its own behalf and as general partner of **GREENBORO LUXURY HOMES (CURRIE BARRACKS 1A) LIMITED PARTNERSHIP**

Per: _____

Name:

Title:

THE TORONTO-DOMINION BANK

Per: _____

Name:

Title:

Maurice Moffett
Senior Manager

The Terms of this Agreement are Approved
and Consented to by the Monitor, ERNST &
YOUNG INC.

Per: _____

Robert J. Taylor

Schedule "A" - Form of DIP Order

Schedule **A**

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")

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 / Derek M. Pontin
Ph. (403) 268-7097/6301 Fx. (403) 268-3100
File No.: 549362-1

DRAFT

DATE ON WHICH ORDER WAS PRONOUNCED

September 14, 2012

NAME OF JUSTICE WHO MADE THIS ORDER

The Honourable Madam Justice K.M. Horner

ORDER

(re: TD Bank / Greenboro Luxury Protocol)

UPON the application of the Applicants in these proceedings (collectively, "**UBG**"); **AND UPON** having read the Application of the Applicants, dated September 11, 2012, the Affidavit of Robert Friesen, dated September 11, 2012 (the "**Friesen Affidavit**"), the Fifth Report of the Monitor, dated September 11, 2012, the Affidavit of Dawn Roy, dated September _____, 2012 (the "**Service Affidavit**"), and such other material in the pleadings and proceedings as deemed necessary; **AND UPON** hearing counsel for UBG, counsel for Toronto-Dominion Bank ("**TD**"), counsel for 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 Initial Order granted in these proceedings on May 9, 2012 (the "**Initial Order**").

Approval of the TD Interim Financing Agreement

3. The loan agreement among Greenboro Luxury Homes (Currie Bararcks 1A) Limited Partnership, by its general partner, Greenboro Luxury Homes Inc. (the "**Borrower**") and TD, dated September 4, 2012, providing for the funding, completion, sale of and distribution of proceeds from certain homes and lots attached as Exhibit "B" to the Friesen Affidavit (the "**TD Interim Financing Agreement**") is hereby approved.
4. UBG and the Monitor are hereby authorized and directed to do all things reasonably necessary to implement, and perform all of their respective obligations under the TD Interim Financing Agreement.

Approval of the TD Charges

5. As security for monies advanced by TD to UBG pursuant to the TD Interim Financing Agreement, a charge is hereby granted on the undertaking, property, and assets of the Borrower in favour of TD (the "**TD Luxury Charge**"), which charge shall rank in priority to all claims against the Borrower, including the Administration Charge and the Directors' Charge, but shall be subject to the distribution scheme set forth in the TD Interim Financing Agreement.
6. As further security monies advanced by TD to UBG pursuant to the TD Interim Financing Agreement, a charge is hereby granted on the undertaking, property, and assets of the Greenboro Estate Homes Limited Partnership, by its general partner, Greenboro Estate Homes (2006) Ltd. ("**Greenboro Estate**") in favour of TD (the "**TD Luxury (Estate) Charge**"), which charge shall rank in priority to all claims against Greenboro Estate, excluding the charge granted by Greenboro Estate to TD by way of an Interim Financing Agreement between Greenboro Estate and TD and approved by an Order of the Court granted on September 14, 2012, and including the Administration Charge and the Directors' Charge, but shall be subject to the distribution scheme set forth in the TD Interim Financing Agreement. The TD Luxury Charge and the TD Estate Charge shall be collectively referred to as the "**TD Charges**".

7. The proceeds from the sale of the Homes (as defined in the TD Interim Financing Agreement) shall be distributed:
 - (a) to The Toronto-Dominion Bank as set forth in the TD Interim Financing Agreement; and
 - (b) to any other party as set forth in the TD Interim Financing Agreement, subject to the consent of the Monitor and compliance with any applicable claims procedures established in these proceedings.

Miscellaneous

8. The TD Interim Financing Agreement and the TD Charges shall be valid and enforceable 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) (the "BIA") in respect of any of the Applicants or any assignment in bankruptcy made or deemed to be made in respect of any of the Applicants; 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 Applicants (a "Third Party Agreement"), and notwithstanding any provision to the contrary in any Third Party Agreement:
 - (a) neither the creation of the TD Interim Financing Agreement, the creation of the TD Charges, nor the execution, delivery or performance of the TD Interim Financing Agreement shall create or be deemed to constitute a breach by any of the Applicants of any Third Party Agreement to which it is a party; and
 - (b) the parties to the TD Interim Financing Agreement shall not have liability to any person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the TD Charges or the execution, delivery or performance of the TD Interim Financing Agreement.
9. Notwithstanding the pendency of these proceedings and the declaration of insolvency made in these proceedings, the TD Interim Financing Agreement and the TD Charges shall constitute legal, valid and binding obligations of the Applicants enforceable against them in accordance with the terms thereof, and the payments made by the parties pursuant to this Order, the TD Interim Financing Agreement, or the TD Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law, and shall not constitute advances under the *Builders' Lien Act* (Alberta) nor be subject to any builder's lien registered at the date of this Order or thereafter.
10. Except as specifically set forth in this Order, the rights and remedies of the parties under the TD Interim Financing Agreement shall be subject to the terms of this Order, the Initial Order, including the stay of proceedings, and all other Orders made in these proceedings.
11. No action or proceeding may be commenced against a party to the TD Interim Financing Agreement by reason of any such party having entered into the TD Interim Financing Agreement

or having performed the obligations thereunder without leave of this Court having been obtained on seven days' notice to the Applicants, TD, and the Monitor.

12. The Applicants, TD and the Monitor are at liberty to apply for such further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
13. The Applicants 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.

DRAFT

Justice of the Court of Queen's Bench of Alberta

Schedule "B" - Homes Under Construction

UBG Group of Companies
Greenboro Estate Homes
Analysis of Property as at July 31, 2012
C\$, unaudited

Project Code	Model Style	Address
Currie Barracks (2)	Two Stor	32 Mary Dover Drive SW
Currie Barracks (2)	Two Stor	28 Mary Dover Drive SW

Schedule "C" - Loan Documents

1. Credit Facility Letter dated July 28, 2010 between Borrower TD, as amended by an amending letter dated September 7, 2011 between Borrower and TD.
2. \$12,000,000 Collateral Mortgage from Greenboro Luxury Homes Inc. in favour of TD registered in the Alberta Land Titles Office on September 9, 2010.
3. Assignment of Rents from Greenboro Luxury Homes Inc. in favour of TD registered in the Alberta Land Titles Office on September 9, 2010.
4. Assignment of Rents from Greenboro Luxury Homes Inc. in favour of TD registered in the Alberta Land Titles Office on September 9, 2010.
5. General Security Agreement dated August 31, 2010 from Borrower in favour of TD.
6. General Security Agreement dated August 31, 2010 from UBG Alberta Builders Limited Partnership in favour of TD.
7. \$3,000,000 Limited Guarantee dated August 31, 2010 from UBG Alberta Builders Limited Partnership in favour of TD.
8. \$12,000,000 Limited Guarantee dated August 31, 2010 from Greenboro Estate Homes Limited Partnership in favour of TD.
9. \$2,500,000 Demand Grid Promissory Note dated August 31, 2010 from UBG Alberta Builders Limited Partnership in favour of TD.
10. \$12,000,000 Demand Grid Promissory Note dated August 31, 2010 from Greenboro Estate Homes Limited Partnership in favour of TD.

Schedule "D" - Greenboro Estate LP Properties

UBG Group of Companies
 Greenboro Estate Homes
 As at September 7, 2012
 C\$, unaudited

Project Code	Model Style	Address
Castle Keep		
Castle Keep		5 Ascot Park SW
Castle Keep		9336 - 14th Avenue SW
Castle Keep		9348 - 14th Avenue SW
Castle Keep		160 Ascot Crescent SW
Castle Keep	Two Stor	82 Ascot Crescent SW
Castle Keep	Two Stor	94 Ascot Crescent SW
Castle Keep	Two Stor	154 Ascot Crescent SW
Castle Keep	Two Stor	109 Ascot Crescent SW
Castle Keep	Two Stor	101 Ascot Crescent SW
Castle Keep	Bungalow	12 Ascot Rise SW
Castle Keep	Two Stor	36 Ascot Rise SW
Castle Keep	Two Stor	8 Ascot Place SW
Castle Keep	Two Stor	188 Ascot Drive SW
Castle Keep	Two Stor	184 Ascot Drive SW
Castle Keep	Two Stor	180 Ascot Drive SW
Castle Keep	Two Stor	5 Ascot Rise SW
Castle Keep	Two Stor	22 Ascot Park SW
Castle Keep	Two Stor	9342 - 14th Avenue SW
Castle Keep	Two Stor	21 Ascot Park SW
Currie Barracks		
Currie Barracks		3816 Sarcee Road SW
Currie Barrac	Two Stor	52 Tommy Prince Road SW
Currie Barrac	Two Stor	24 Hong Kong Road SW
Currie Barrac	Two Stor	28 Hong Kong Road SW
Currie Barrac	Two Stor	32 Hong Kong Road SW
Currie Barrac	Two Stor	73 Mary Dover Drive SW
Currie Barrac	Two Stor	19 Beny-Sur-Mer Road SW
Currie Barrac	Two Stor	73 Tommy Prince Road SW
Currie Barrac	Two Stor	11 Tommy Prince Road SW
Currie Barracks		32 tommy Prince Road SW
Currie Barrac		39 Dieppe Drive SW
Sage Meadows		
Sage Meado	Two Stor	92 Sage Meadows Circle NW
Sage Meado	Two Stor	225 Sage Meadows Circle NW
Sage Meado	Two Stor	12 Sage Meadows Circle NW
Sage Meado	Two Stor	233 Sage Meadows Circle N
Sage Meado	Two Stor	125 Sage Meadows Circle N
Westmere		
Westmere		176 Stonemere Close
Westmere	Two Stor	244 Aspenmere Close
Westmere	Two Stor	129 Aspenmere Drive
Westmere	Bungalow	172 Stonemere Close
Westmere	Two Stor	542 Marina Drive
Westmere	Two Stor	574 Marina Drive
Westmere	Bungalow	578 Marina Drive
Westmere	Two Stor	136 Aspenmere Drive
Westmere	Two Stor	144 Aspenmere Drive
Westmere	Two Stor	100 Aspenmere Circle
Westmere	Two Stor	168 Aspenmere Circle
Westmere	Two Stor	133 Aspenmere Circle
Westmere	Two Stor	137 Aspenmere Circle
Westmere	Two Stor	614 Marina Drive
Westmere	Two Stor	622 Marina Drive
Westmere	Two Stor	104 Aspenmere Circle
Westmere		168 Stonemere Close
Westmere		166 Aspenmere Circle
Montrose		
Montrose		1405 Montrose Terrace SE

Schedule "E" - Form of Limited Guarantee, Postponement and Pledge

LIMITED GUARANTEE, POSTPONEMENT AND PLEDGE

This Agreement is made as of the ____ day of September, 2012 by UBG Builders Inc. (the **Guarantor**) in favour of The Toronto-Dominion Bank (the **Lender**).

WHEREAS:

- A. The Lender has made secured loans and advances to Greenboro Luxury Homes (Currie Barracks 1A) Limited Partnership, by its general partner, Greenboro Luxury Homes Inc. (the **Borrower**).
- B. The Guarantor is the sole shareholder of the Borrower.
- C. The Guarantor has agreed to provide a guarantee of all of the financial obligations, liabilities and indebtedness of the Borrower to the Lender from time to time under or in respect of all or any of the Loan Documents (the **Guaranteed Obligations**), along with a pledge of its shares in Greenboro Luxury Homes Inc.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Guarantor agrees as follows.

1. Definitions

In this Agreement, unless otherwise defined herein, capitalized terms shall have the following meanings:

- (a) **Credit Facilities** means the operating reducing demand loan (including letters of credit and loan guarantees) granted by the Lender in favour of the Borrower for the construction of the Homes;
- (b) **Event of Default** means any breach of any terms or conditions of this Agreement, the Protocol Agreement and/or an event of default under the Credit Facilities or any of the Loan Documents;
- (c) **Homes** means those Homes listed in Schedule "B" of the Protocol Agreement;
- (d) **Loan Documents** means collectively, the commitment letters, loan documents, security documents, and related agreements among the Lender and the Borrower governing the Credit Facilities granted by the Lender in favour of the Borrower for the construction of the Homes; and
- (e) **Protocol Agreement** means the protocol agreement dated on or around the date hereof among the Lender, the Borrower and Ernst & Young Inc.

2. Guarantee

The recourse of the Lender under this Agreement shall be limited to the Collateral. The Guarantor guarantees to and for the benefit of the Lender the due and punctual payment of all Guaranteed Obligations.

5. **Representations and Warranties**

The Guarantor represents and warrants to and in favour of the Lender as follows: (a) it has the capacity to deliver and pledge the Collateral as herein provided; (b) this Agreement has been duly executed and delivered by it and constitutes legal, valid and binding obligations of it enforceable by the Lender against it in accordance with its terms; (c) no consent, authorization, approval or other action by, and no publication, notice to or filing or registration with, any governmental/judicial body is required for its due execution, delivery and performance of this Agreement or to ensure the validity or enforceability thereof against it, other than such consents, authorizations, approvals or actions as shall have been obtained prior to the date hereof; and (d) it is the registered and beneficial owner of the Pledged Securities and it owns the Pledged Securities free and clear of all liens and encumbrances, other than the encumbrances as set forth herein.

6. **Miscellaneous**

The Guarantor shall from time to time and at all times do and perform all such acts and things, and execute all such assurances, deeds, documents and writings as may be reasonably required in order to carry out the purpose of this Agreement. The Guarantor hereby consents to the filing of a financing statement in respect of the security interest granted by this Agreement at the Alberta Personal Property Registry at such time as the Lender may desire and hereby waives the right to receive from the Lender a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement. This Agreement shall enure to the benefit of and be binding upon the Guarantor and the Lender, together with their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. This Agreement may be executed by facsimile transmission or by other electronic means, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Guarantor has executed this Agreement as of the date written above.

UBG BUILDERS INC.

Per: 
Name: _____
Title:

Schedule "A"
POWER OF ATTORNEY

Description of Securities:

_____ (collectively the Securities) in the capital of Greenboro Luxury Homes Inc., a corporation formed under the laws of Alberta (the Corporation), represented by certificate no(s).
_____.

FOR VALUE RECEIVED, the undersigned hereby:

1. sells, assigns and transfers unto The Toronto-Dominion Bank the aforementioned Securities standing in the name of the undersigned on the books of the Corporation; and
2. irrevocably constitutes and appoints The Toronto-Dominion Bank the Attorney(s) of the undersigned to complete the foregoing transfer and/or any transfer on the transfer panel of the respective share certificates representing such Securities and to transfer the said Securities on the books of the Corporation, with full power of substitution in the premises.

DATED effective this ____ day of September, 2012.

UBG BUILDERS INC.

Per: _____

Name: _____

Title: