

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

1201-05843

CALGARY

Clerk's stamp:



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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT 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., VALOUR PARK 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

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

AFFIDAVIT

FRASER MILNER CASGRAIN LLP

Bankers Court

15th Floor, 850 - 2nd Street S.W.

Calgary, Alberta T2P 0R8

Attention: David W. Mann / Travis Lysak

Ph. (403) 268-7097/7063 Fx. (403) 268-3100

File No.: 549362-1

AFFIDAVIT OF ROBERT FRIESEN

Sworn on October 12, 2012

I, Robert Friesen, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the founder, owner and Chairman of the Board of the Applicants ("**UBG**") and I am authorized by all of the Applicants to depose this Affidavit and do so on their behalf. I am the controlling mind of all of the Applicants and, as such, I have personal knowledge of the matters herein deposed to, except where stated to be based on information and belief, in which case I do verily believe the same to be true.
2. All capitalized terms in this Affidavit shall have the meaning ascribed to them in the Affidavit sworn by me and filed in these proceedings on May 9, 2012 (the "**Initial Affidavit**") unless otherwise indicated in this Affidavit.

PROJECT FINANCING

3. Canadian Western Bank ("**CWB**") currently provides funding with respect to UBG's project (the "**Valour Park Project**") developed by Valour Park at Currie Limited Partnership, by its general partner, Valour Park at Currie Inc. (collectively "**Valour Park**"). The Valour Park Project is a multiple phase, multi-family project located in Southwest Calgary. A copy of title to the lands comprising Phase I of the Valour Park Project (the "**Lands**"), which are legally described as:

Plan 1010457
Block 7
Lot 1
Excepting thereout all mines and minerals,

is attached hereto and marked as Exhibit "A".
4. UBG has been in discussions with the Monitor and CWB regarding its continued funding of Phase I of the Valour Park Project pursuant to a protocol that would address the various aspects of continuing with the financing, development and sales respecting Phase I of the Valour Park Project. These discussions have led to the execution of a Protocol Agreement, attached hereto and marked as Exhibit "B", between Valour Park and CWB respecting interim financing to be provided by CWB to Valour Park for Phase I of the Valour Park Project (the "**Valour Park Protocol**"). The Valour Park Protocol reflects the best financing package that was available to Valour Park which preserves the viability of the Valour Park Project.
5. The Valour Park Protocol contemplates that CWB will be granted a charge over Valour Park's assets and will fund the completion of homes that are pre-sold or under construction with respect to Phase I of the Valour Park Project. UBG will continue to market and sell homes and will distribute the sales proceeds in accordance with the Valour Park Protocol.
6. The charge contemplated in the Valour Park Protocol is critical to CWB's decision to provide its commitment to continue to advance funds in respect of Phase I of the Valour Park Project. The charge would be limited to the Valour Park Project, and will not prejudice any other lenders or stakeholders of UBG.

7. The Valour Park Protocol will ensure that UBG's funding will continue and UBG's trade creditors will be paid and finish working on Phase I of the Valour Park Project, all of which will contribute to the completion and sale of units to the benefit of UBG's trade creditors, lenders and customers.
8. The Monitor has been involved at all stages of negotiations of the Valour Park Protocol and supports Valour Park's application to have the Valour Park Protocol approved.

PLAN

9. As part of the continuing development of Phase I of the Valour Park Project, it is necessary for Valour Park to register the condominium plan attached hereto and marked as Exhibit "C" against title to the Lands (the "Plan") in a timely fashion. Delays in the registration of the Plan may negatively impact the continued development of the Valour Park Project.
10. I am advised by legal counsel to UBG, Fraser Milner Casgrain LLP, and verily believe to be true, that s. 85(1) of the *Land Titles Act (Alberta)* (the "LTA") provides that, prior to registering the Plan, Valour Park is required to have the Plan signed by numerous parties, particularly lienholders, having an interest registered against the Lands.
11. I am further advised by legal counsel to UBG, and verily believe to be true, that section 85(4) of the LTA provides that if, for any reason a signature required under s.85(1) cannot be obtained, an application may be made to the court for an order dispensing with the signature on any terms and conditions that the court may impose.
12. A review of a copy of title to the Lands indicates that, in order to comply with s.85(1) of the LTA, Valour Park will be required to obtain at least 12 signatures from various encumbrancers. It will not be possible for Valour Park to obtain these 12 signatures in a timely or cost effective manner, or at all, and, therefore, Valour Park is seeking an order from this Honourable Court to dispense with the requirement that it obtain the required signatures (the "Signature Order").
13. None of the parties affected by the Signature Order will be prejudiced by the granting of the Signature Order and all existing encumbrances on title to the Lands will survive the registration of the Plan.
14. The filing of the Plan in a timely fashion is an important element in increasing the value of the Valour Park Project for all stakeholders.
15. All parties that are affected by the Signature Order will be provided with notice of this application.
16. The Monitor supports Valour Park's application for the Signature Order.

CONCLUSION

17. I make this Affidavit in support of the Application of the Applicants for the following relief:
 - (a) an Order approving an interim financing arrangement with CWB;
 - (b) an Order directing the Registrar, South Alberta Land Registry District, to register the Plan against title to the Lands notwithstanding that the Plan has not been signed by any

persons shown on title to the Lands as having an interest in the Lands pursuant to a registered instrument or caveat in accordance with section 85(1) of the LTA; and

- (c) such other relief as may be sought by the Applicants and granted by this Honourable Court.

Sworn before me at the City of Calgary in
the Province of Alberta, the 12th day of
October, 2012.

Commissioner for Oaths in and for the
Province of Alberta

7300056_1|CALDOCS TRAVIS LYSAK
BARRISTER & SOLICITOR



Robert Friesen



LAND TITLE CERTIFICATE

THIS IS EXHIBIT " A "
referred to in the Affidavit of
Robert Fraser
Sworn before me this 12
Day of October A.D. 2012
Commissioner for Oaths
in and for the Province of Alberta

TRAVIS LYSAK
BARRISTER & SOLICITOR
TITLE NUMBER
101 352 462

S
LINC SHORT LEGAL
0034 215 633 1010457;7;1

LEGAL DESCRIPTION
PLAN 1010457
BLOCK 7
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;6

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 101 029 685 +60

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 101 352 462, 03/12/2010, TRANSFER OF LAND, \$1,696,750, \$1,696,750

OWNERS
VALOUR PARK AT CURRIE INC..
OF 808-55 AVENUE NE
CALGARY
ALBERTA T2E 6Y4

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 101 029 687, 28/01/2010, UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:1010458. Row 2: 101 067 649, 08/03/2010, ENCUMBRANCE

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 101 352 462

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ENCUMBRANCEE - CANADA LANDS COMPANY CLC LIMITED. C/O STIKEMAN ELLIOTT LLP 4300, 888 - 3RD STREET S.W. CALGARY ALBERTA T2P5C5 ENCUMBRANCEE - 1520470 ALBERTA LTD.. C/O STIKEMAN ELLIOTT LLP 4300, 888 - 3RD STREET SW CALGARY ALBERTA T2P5C5
101 067 654	08/03/2010	CAVEAT RE : RESTRICTIVE COVENANT
101 067 662	08/03/2010	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - CANADA LANDS COMPANY CLC LIMITED. 3951 TRASIMENE CRESCENT S.W. CALGARY ALBERTA T3E7J6 AGENT - MARK MCCULLOUGH.
101 352 463	03/12/2010	CAVEAT RE : RESTRICTIVE COVENANT
111 263 419	13/10/2011	MORTGAGE MORTGAGEE - CANADIAN WESTERN BANK. 6606 MACLEOD TRAIL SOUTH CALGARY ALBERTA T2H0K6 ORIGINAL PRINCIPAL AMOUNT: \$10,000,000
111 263 420	13/10/2011	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - CANADIAN WESTERN BANK. 6606 MACLEOD TRAIL SOUTH CALGARY ALBERTA T2H0K6 AGENT - GARY J COCHRANE
111 277 932	26/10/2011	POSTPONEMENT OF CAVE 101067662 TO MORT 111263419 CAVE 111263420
121 116 158	15/05/2012	BUILDER'S LIEN LIENOR - HOOVER MECHANICAL PLUMBING & HEATING LTD.. 2005A 10 AVE SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
101 352 462

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T3C0K4 AGENT - SEAL. AMOUNT: \$359,058
121 118 830	17/05/2012	BUILDER'S LIEN LIENOR - RONA REVY INC.. DUNPHY BEST BLOCKSOM LLP ATTN:DAVID F. YOUNGGREN Q. C. 2100,777 - 8TH AVENUE SW CALGARY ALBERTA T2P3R5 AGENT - DAVID F YOUNGGREN AMOUNT: \$67,509
121 119 272	17/05/2012	BUILDER'S LIEN LIENOR - LEHIGH HANSON MATERIALS LIMITED. C/O DUNCAN & CRAIG LLP 2800,10060 JASPER AVENUE EDMONTON ALBERTA T5J3V9 AMOUNT: \$3,120
121 128 421	28/05/2012	BUILDER'S LIEN LIENOR - ZYTECH BUILDING SYSTEMS INC.. 262029 BALZAC BLVD BALZAC ALBERTA T4B2T3 AGENT - ROSS CLEMENTS AMOUNT: \$36,035
121 133 912	01/06/2012	BUILDER'S LIEN LIENOR - KEYSTONE EXCAVATING LTD.. C/O LEON, BICKMAN, ETC. 350, 603 - 7 AVENUE SW CALGARY ALBERTA T2P2T5 AGENT - B ADAM E BRENER AMOUNT: \$18,982
121 134 957	04/06/2012	BUILDER'S LIEN LIENOR - SUPER SAVE FENCE RENTALS INC.. ATTN: BRIAN O PHILLIPS C/O MOORE WITTMAN PHILLIPS #850, 1015-4TH ST SW CALGARY ALBERTA T2R1J4

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
101 352 462

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AGENT - LARRY GIBSON AMOUNT: \$940
121 135 169	04/06/2012	BUILDER'S LIEN LIENOR - SUPER SAVE TOILET RENTALS INC.. ATTN: BRIAN O PHILLIPS, C/O MOORE WITTMAN PHILLIPS #850, 1015-4TH ST SW CALGARY ALBERTA T2R1J4 AGENT - LARRY GIBSON AMOUNT: \$1,110
121 145 887	13/06/2012	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - CANADIAN WESTERN BANK. ATTN: MANAGER 6606 MACLEOD TR SW CALGARY ALBERTA T2H0K6 AGENT - SUSAN L ROBINSON BURNS
121 146 226	13/06/2012	BUILDER'S LIEN LIENOR - OKOTOKS RENTALS LTD.. 11650 ELBOW DRIVE SW CALGARY ALBERTA T2W1S8 AGENT - MORRIS H SMELTZ AMOUNT: \$14,484
121 147 842	14/06/2012	BUILDER'S LIEN LIENOR - H & H NORWEST LIMITED. C/O WILSON LAYCRAFT ATTN: JEFFREY L. SMITH 1601, 333-11 AVE SW CALGARY ALBERTA T2R1L9 AGENT - JEFFREY L SMITH AMOUNT: \$114,782
121 194 231	31/07/2012	BUILDER'S LIEN LIENOR - CONCEPT ELECTRIC LTD.. ATTN: NICOLE T. TAYLOR-SMITH C/O MILLER THOMSON LLP 3000, 700-9 AVE SW CALGARY ALBERTA T2P3V4 AGENT - NICOLE T TAYLOR-SMITH

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
101 352 462

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$178,548

121 265 813 10/10/2012 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 121118830

TOTAL INSTRUMENTS: 020

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 12 DAY OF OCTOBER, 2012 AT 09:51 A.M.

ORDER NUMBER:22229578

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).

INTERIM FINANCING AGREEMENT

THIS IS EXHIBIT " B " referred to in the Affidavit of Robert F. [unclear] Sworn before me this 12 Day of October, A.D. 2012
ADMINISTRATOR FOR CATHS
LANDS FOR THE PROVINCE OF ALBERTA

TRAVIS LYSAK
BARRISTER & SOLICITOR

THIS AGREEMENT made this 4th day of October, 2012

BETWEEN:

VALOUR PARK AT CURRIE LIMITED PARTNERSHIP, by its general partner, VALOUR PARK AT CURRIE INC. (the "Borrower")

OF THE FIRST PART

- and -

CANADIAN WESTERN BANK ("CWB")

OF THE SECOND PART

- and -

VALOUR PARK AT CURRIE INC. (a "Guarantor")

OF THE THIRD PART

- and -

UBG ALBERTA BUILDERS LIMITED PARTNERSHIP (a "Guarantor")

OF THE FOURTH PART.

WHEREAS CWB has made secured loans and advances to the Borrower and has been granted security from the Borrower therefor including, *inter alia*, first mortgages on the Project, including the lands and premises described in the attached Schedule "A" (the "Lands" or the "Units");

AND WHEREAS the Borrower has obtained protection under and pursuant to the provisions of the *Companies' Creditors Arrangement Act* pursuant to an Initial Order (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 "CCA Proceedings");

AND WHEREAS the Borrower has obtained a Vesting Order (the "Vesting Order") in the CCA Proceedings on June 15th, 2012 in respect of, *inter alia*, the sale of the Units;

AND WHEREAS the Borrower has obtained a Claims Procedure Order (the "Claims Procedure Order") in the CCA Proceedings on June 15th, 2012;

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

AND WHEREAS UBG Alberta Builders Limited Partnership and Valour Park at Currie Inc. (together the "Guarantors") have guaranteed the indebtedness of the Borrower to CWB;

AND WHEREAS capitalized terms used in this Agreement shall have the defined meanings set out in this Agreement;

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

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

- (a) fund and complete construction of Phase 1, including the Phase 1 Units under construction;
- (b) close the sales of Phase 1 Units that are under contract for sale;
- (c) market and sell (and to the extent required, complete the construction thereof) the Remaining Phase 1 Units;
- (d) all with a view to expeditiously repaying the secured indebtedness owing or which may then be owing to CWB.

NOW THEREFORE, this agreement (hereinafter, 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 from Draws (as defined in clause 2 hereof) for its immediate use to cover its ongoing costs and disbursements of developing, constructing, marketing, selling, and otherwise completing Phase 1 of the Project, calculated as the amount of \$50,000 per month, beginning on the date on which the first advance is made and ending on the date of closing a sale of the last Unit in Phase 1, but not to exceed in any event a maximum aggregate amount of \$350,000, or 7 months;

"Closing Costs" means all ordinary or reasonable costs of closing the sale of a Unit including, without limitation: (a) all goods and services and other applicable sales taxes, property taxes, commissions, applicable condominium or community fees, and legal fees and disbursements incurred for the sale of that Unit; and (b) such withholdings as may be customary or necessary, including to secure warranty obligations of the Borrower of 0.5% of the total sale proceeds of the Unit (provided that any amount not used for the purpose for which it is withheld shall be added to the Sale Proceeds for such Unit);

"Contract" means an unconditional bona fide agreement of purchase and sale for a Unit between the Borrower and a third party and "Contracts" means more than one;

"Credit Facilities" means the operating reducing demand loan (including letters of credit) granted by CWB in favour of the Borrower for the development, construction, marketing and completion of Phase 1;

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

"Indebtedness" means all amounts owing to CWB, present and future, for principal, interest and all other costs and charges, including letters of credit, pursuant to the Credit Facilities;

"Loan Documents" means collectively the commitment letters, loan documents, security documents, guarantees, mortgages and related agreements among CWB, the Borrower and the Guarantors governing the Credit Facilities, including without limitation the documents and agreements listed in Schedule "C";

"Parties" means the signatories to this Agreement, including the Monitor;

"Payables" means any amount owed by the Borrower to third parties for the provision of goods or services in respect of developing and constructing Phase 1 of the Project and all the Units thereof to their completion 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;

"Phase 1" means the first phase or building of the Project, comprising 9 town home units located on lands more particularly described in Schedule "A";

"Phase 2" means the second phase or building of the Project, comprising 15 town home units located on lands more particularly described in Schedule "A";

"Project" means the multi-unit residential condominium project known as "Valour Park" comprising 2 buildings with a total of 24 town home Units with parking located in the Currie Barracks area of Calgary, Alberta. The parties acknowledge the Project may ultimately consist of two (or more) separately registered condominium plans for each building and its parking stalls and the term "phases" as used in this Agreement is for convenience of reference only, with each "phase" referring to a particular building and its parking stalls;

"QS" means the quantity surveyor for the Project, namely BTY Group, or such other quantity surveyor as CWB, the Borrower and the Monitor may agree upon;

"Sale Proceeds" means the gross selling price of each Unit exclusive of GST;

"Unit" means one of the residential town home units with parking in the Project and "Units" means more than one; and

"Units Under Construction" means those Units listed in Schedule "D" to this Agreement.

2. **CWB Indebtedness**

- (a) CWB, the Borrower and the Guarantors agree that as of the date hereof the Indebtedness is \$6,587,217, plus the two letters of credit issued by CWB on behalf of the Borrower totalling

\$45,900, exclusive of accrued interest and all other costs and charges due or accruing due under and pursuant to the Credit Facilities.

- (b) CWB agrees to refinance the present Indebtedness pursuant to the Credit Facilities, provided all of the Indebtedness will be subject to and governed by the DIP Order.
- (c) Throughout the CCAA Proceedings and until the Indebtedness is repaid in full, CWB shall be entitled to charge interest on the Indebtedness to the Borrower on the terms and conditions prescribed by the Credit Facilities (the "Interest"). The Borrower shall pay Interest to CWB first out of any interest reserves of the Borrower with CWB (the "Interest Reserves") until the Interest Reserves are exhausted, after which such Interest shall be paid to CWB by the Borrower out of its cashflow.
- (d) CWB will advance the funds required to complete Phase 1 of the Project and market the Phase 1 Units Under Construction, as requested by the Borrower (the "Draws"), subject to and in accordance with the following:
 - (i) Draws will be part of the Indebtedness and will be secured by the "super-priority" charge set forth in, and otherwise governed by the provisions of, the DIP Order;
 - (ii) Draws will not exceed the allocated budget expense for Phase 1 of the Project (as confirmed by the QS);
 - (iii) the total aggregate principal amount of the Indebtedness will not exceed \$11,619,890, plus the letters of credit, and will bear interest at a rate equal to CWB's Prime Lending Rate plus 4.25% per annum, pursuant to the Credit Facilities;
 - (iv) For the sake of clarity, all fees, costs, charges and similar amounts payable by the Borrower to CWB pursuant to the original Loan Documents shall also be paid by the Borrower as part of the Indebtedness, and shall be withdrawn by CWB pursuant to the terms of the Credit Facilities;
 - (v) Draws will be used solely to pay Payables related to Phase 1 of the Project and the Phase 1 Units Under Construction;
 - (vi) The CCAA Proceedings shall have not been terminated and the stay of proceedings pursuant thereto shall be in full force and effect;
 - (vii) The status of all Loan Documents and security shall be satisfactory to CWB in its sole, absolute and unfettered discretion;
 - (viii) Draws will be against monthly Draw requests prepared by the Borrower and reviewed by the Monitor, the QS and CWB and supported by the following, satisfactory to CWB in its sole, absolute and unfettered discretion:
 - (A) detailed budget showing the original budget, revised budget, costs to date and costs to complete, for every Unit being financed;
 - (B) list of Payables, holdbacks and GST reconciliation;

- (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 2(d);
 - (D) sales summary and summary of purchaser deposits, together with copies of Contracts;
 - (E) sub-search of the subject Units; and
 - (F) all other information CWB may require to process the Draws;
- (ix) at the request of CWB, the Borrower shall submit a copy of all cheques that will be issued along with detailed invoices supporting same. The QS and the Monitor shall review and formally approve all Draws and cheques to be presented for payment;
 - (x) all Draws shall be advanced into the Borrower's account maintained at CWB, which account will be subject to such controls and operating procedures as CWB in its sole, absolute and unfettered discretion shall determine, including without limitation regular monitoring by the Monitor;
 - (xi) the Borrower shall not further encumber any of its assets or change its ownership structure without the prior written consent of CWB, satisfactory to CWB in its sole, absolute and unfettered discretion;
 - (xii) the Borrower shall not permit or agree to any financing by other financial institutions in respect of Phase 1 without the prior written consent of CWB, satisfactory to CWB in its sole, absolute and unfettered discretion;
 - (xiii) any sale or transfer of assets or any material change in ownership of the Borrower not approved by CWB will result in the entire Indebtedness becoming due and payable at the option of CWB;
 - (xiv) CWB may perform periodic site visits of the Project and the Borrower shall provide necessary site access to complete same;
 - (xv) title to the Lands shall remain satisfactory to CWB in its sole, absolute and unfettered discretion;
 - (xvi) any breach of this Agreement shall constitute a breach and/or event of default under the Credit Facilities and the Loan Documents;
 - (xvii) any breach under the Credit Facilities or the Loan Documents occurring after the date of this Agreement shall constitute a breach under this Agreement;
 - (xviii) all Draws shall otherwise be subject to the terms and conditions set forth in the Credit Facilities.

3. Security

All of the Indebtedness will be secured by the DIP Order and the security forming part of the Loan Documents.

The security of CWB under the DIP Order and the Loan Documents for the total Indebtedness (including all Draws) will rank in priority to all CCAA Costs (including the Administration and Directors' Charges and any other DIP financing provided to any other entities in the UBG group), excluding Closing Costs (to be paid from Sale Proceeds) and Borrower's Costs (to be paid from Draws), and all amounts owing to CWB for Indebtedness will be secured by all assets of the Borrower including both the Phase 1 and Phase 2 Units.

For greater certainty, the Parties acknowledge and agree that after the Sale Proceeds from Phase 1 Units are applied to Closing Costs, and the Indebtedness, any unpaid residual of the Indebtedness will be secured by a first "super-priority" charge over Units in Phase 2, ranking in priority to all CCAA costs (including the Administration and Directors' Charges), any and all liens, any other secured creditors of the Borrower and any other future DIP lender.

4. DIP Arrangement Fee

As an incentive to CWB to provide this new financing for Phase 1, the Borrower shall forthwith after the execution and delivery of this Agreement by the Parties, and the granting of the DIP Order, pay CWB a DIP arrangement fee of \$120,000.

5. DIP Order

The Borrower shall forthwith after execution and delivery of this Agreement by the Parties, proceed in the CCAA Proceedings to seek and obtain the DIP Order, on notice to CWB, the Monitor, all parties with registrations against the Lands, Alberta New Home Warranty Program and such other parties as the Bank, the Monitor or the Court may require.

6. Future Unit Sales

- (a) The Borrower has advised that the Phase 1 Units listed in Part I of Schedule "D" to this Agreement have been sold to third parties pursuant to bona fide written contracts for sale (collectively, the "Phase 1 Contracts"). The Borrower agrees to provide copies of the current Phase 1 Contracts to CWB and the Monitor on or before October 15, 2012.
- (b) The Borrower has advised that the Phase 1 Units listed in Part II of Schedule "D" to this Agreement have not yet been sold and are being constructed as part of the requirements of the Project and the occupancy thereof (the "Phase 1 Spec Units").

- (c) The Borrower agrees to utilize diligent commercial efforts to proceed to the completion of Phase 1 of the Project, including the closing of the sales of the Phase 1 Units pursuant to the Phase 1 Contracts to the completion, sale and closing of the sales of the Phase 1 Spec Units.
- (d) The Parties agree that the Sale Proceeds from the Phase 1 Units shall be disbursed as follows:
 - (A) firstly, to the payment of Closing Costs for the Unit;
 - (B) secondly, to the repayment of the Indebtedness, including all of CWB's costs and expenses under the CCAA Proceedings, and the Borrower's Costs;
 - (C) thirdly, if any, to the Borrower for general corporate purposes.

7. Borrower's Costs

An amount of \$50,000 per month will be paid to the Borrower from Draws for Borrower's Costs, not to exceed a maximum amount of \$350,000 or 7 months, and such Borrower's Costs shall have the same priority and entitlement to payment as any other expense paid by Draws.

8. Sale and Marketing of Remaining Units in Phase 1

- (a) The Borrower, with the consent of the Monitor, shall supply a proposed listing price (the "Listing Price") for each of the Phase 1 Spec Units (the "Remaining Phase 1 Units") to CWB for its approval. CWB's approval of the Listing Prices shall be subject to the sole, absolute and unfettered discretion of CWB and may be arbitrarily and unreasonably withheld by CWB.
- (b) The Borrower, with the written consent of the Monitor, shall be entitled to enter into bona fide contracts for sale of the Remaining Phase 1 Units at a price that is equal to or greater than the Listing Price approved for that Unit, or such other price as may be approved in writing by the CWB, which price CWB may in its sole, absolute and unfettered discretion arbitrarily and unreasonably refuse to accept.
- (c) The Sale Proceeds from any Remaining Phase 1 Units shall be disbursed and applied pursuant to Section 6(d) hereof.
- (d) The Parties agree that the Borrower shall consult with CWB in respect of the sales and marketing process for the Remaining Phase 1 Units.

9. Construction and Loan Maturity

- (a) The Borrower hereby confirms that the entire Indebtedness pursuant to the terms of the Credit Facilities and this Agreement shall be repayable in full, including interest, fees

and other amounts due and owing to CWB, by no later than April 30th, 2013 (the "Maturity Date").

- (b) The Borrower shall make its best efforts on an ongoing basis to construct the Project in a timely, orderly and diligent fashion, and shall complete construction of Phase 1 of the Project by no later than the Maturity Date.
- (c) The Borrower acknowledges and agrees that its breach of sections 9(a) and 9(b) shall constitute events of default pursuant to the Loan Documents.

10. The Guarantees

The Guarantors hereby acknowledge and affirm their existing and ongoing obligations to CWB pursuant to the Guarantees for the Indebtedness under the Credit Facilities.

11. General

- (a) The Parties agree and acknowledge that this Agreement is subject to the provisions of, and compliance with, the DIP Order, which shall be 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) In the event of conflict between this Agreement and the Credit Facilities, the Parties agree to resolve such conflict so as to best achieve the intention and purposes of the Credit Facilities and the first priority and security required by CWB.
- (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 shall be of the essence hereof.

(h) This Agreement may be executed in counterparts and delivered via facsimile or via email in PDF format and the counterparts together shall constitute an original.
The Parties have entered into this Agreement as of the date first above written.

VALOUR PARK AT CURRIE LIMITED PARTNERSHIP, by its general partner VALOUR PARK AT CURRIE INC.
Per: [Signature]
Name:
Title:

CANADIAN WESTERN BANK
Per: [Signature]
Name: NANCY MATHEOS
Title: AVP COMMERCIAL BANKING

Guarantors:

UBG ALBERTA BUILDERS LIMITED PARTNERSHIP, by its general partner UBG ALBERTA BUILDERS (2005) INC.
Per: [Signature]
Name:
Title:

VALOUR PARK AT CURRIE INC.
Per: [Signature]
Name:
Title:

The Terms of this Agreement are Approved and Consented to by the Monitor, ERNST & YOUNG. (EY)
Per: [Signature]
Robert J. Taylor

SCHEDULE A

LANDS

A. Phase 1

PLAN 1010457

BLOCK 7

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

B. Phase 2

PLAN 1010457

BLOCK 1

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

Schedule "B"

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

(re: CWB Protocol)

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

DATE ON WHICH ORDER WAS PRONOUNCED

LOCATION WHERE ORDER WAS PRONOUNCED

Calgary Courts Centre, Calgary, Alberta

NAME OF JUSTICE WHO MADE
THIS ORDER

The Honourable Madam Justice K.M. Horner

ORDER
(re: CWB Protocol)

UPON the application of the Applicants in these proceedings (collectively, "UBG"); **AND UPON** having read the Application of the Applicants, dated October _____, 2012, the Affidavit of Robert Friesen, dated October _____, 2012 (the "Friesen Affidavit"), the _____ Report of the Monitor, dated October _____, 2012, the Affidavit of Dawn Roy, dated October _____, 2012 (the "Service Affidavit"), and such other material in the pleadings and proceedings as deemed necessary; **AND UPON** hearing counsel for UBG, counsel for Canadian Western Bank ("CWB"), 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 CWB Interim Financing Agreement

3. The loan agreement among Valour Park at Currie Limited Partnership, by its general partner, Valour Park at Currie Inc. (the "Borrower"), UBG Alberta Builders Limited Partnership, by its general partner UBG Alberta Builders (2006) Inc., and Valour Park at Currie Inc., as guarantors, and CWB, dated October 4, 2012, attached as Exhibit "***" to the Friesen Affidavit (the "CWB Interim Financing Agreement") providing for the funding, completion, sale of and distribution of proceeds from the development, construction and sale of Units in Phase 1 of the Project (as defined in the CWB Interim Financing Agreement) is hereby approved.
4. The Borrower, the guarantors 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 CWB Interim Financing Agreement.

Approval of the CWB Charge

5. As security for monies advanced and to be advanced by CWB to the Borrower pursuant to the CWB Interim Financing Agreement and the Credit Facilities described therein, a charge is hereby granted on all of the undertaking, property, and assets of the Borrower in favour of CWB (the "CWB 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 CWB Interim Financing Agreement.
6. For greater certainty, but without limiting the enforceability or first priority of the CWB Charge, the Administration Charge and the Directors' Charge are hereby subordinated to the security granted by the Borrower to CWB pursuant to the Credit Facilities including but not limited to the

two Land Mortgages granted by the Borrower to CWB over, *inter alia*, the Project, each dated September 30, 2011 and in the principal amounts of \$10,000,000 and \$18,000,000 respectively.

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

Miscellaneous

8. The CWB Interim Financing Agreement and the CWB Charge 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 CWB Interim Financing Agreement, the creation of the CWB Charge, nor the execution, delivery or performance of the CWB 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 CWB 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 CWB Charge or the execution, delivery or performance of the CWB Interim Financing Agreement.
9. Notwithstanding the pendency of these proceedings and the declaration of insolvency made in these proceedings, the CWB Interim Financing Agreement and the CWB Charge 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 CWB Interim Financing Agreement, or the CWB Charge 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' Liens 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 CWB 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 CWB Interim Financing Agreement by reason of any such party having entered into the CWB Interim Financing Agreement or having performed the obligations thereunder without leave of this Court having been obtained on seven days' notice to the Applicants, CWB, and the Monitor.
12. The Applicants, CWB and the Monitor or any other party to the CWB Interim Financing Agreement 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, the CWB Interim Financing Agreement and the Credit Facilities described therein.

General

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.

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "C"
LOAN DOCUMENTS

1. Credit Facility Letter dated September 16th, 2011 between the Borrower and CWB, as amended by a revised Credit Facility Letter dated September 19, 2012 between the Borrower and CWB;
2. Promissory Note in the amount of \$11,619,890 (to be obtained);
3. Letter of Credit Application and Agreement for each Letter of Credit (held);
4. General Security Agreement providing a perfected security interest in all of the Borrower's present and after-acquired personal property (held);
5. General Security Agreement providing a perfected security interest in all of the General Partner Valour Park at Currie Inc.'s present and after-acquired personal property (held);
6. Demand Collateral Mortgage First Charge in the amount of \$10,000,000 on real property described as "Phase 1 Lands" located at 20 Valour Close S.W., Calgary, Alberta, legally described as Plan 10104057, Block 7, Lot 1 and registered in the name of the General Partner. The mortgage document shall contain a "Due on Sale" clause, an "Advancement & Re-advancement" clause, an "Environmental Indemnity" clause as well as a clause addressing the appointment of a Receiver Manager of the property in the event of default (held);
7. Assignment of Rents and/or Leases receivable by the Borrower and the General Partner registered on both the Phase 1 and Phase 2 Lands (held);
8. Unlimited Liability Corporate Guarantee in favour of the Bank, guaranteeing all indebtedness of the Borrower to the Bank provided by Valour Park at Currie Inc. (held);
9. Limited Liability Corporate Guarantee in the amount of \$20,006,738 in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank provided by UBG Alberta Builders Limited Partnership (held);
10. Assignment and Postponement of Creditors Claim provided by any and all creditors (held);
11. General assignment of sale agreements and the deposits held thereunder, in relation to all sales of the mortgaged properties by the Borrower and the General Partner (held);
12. Assignment of Material Contracts, including the general contractor and major subtrade contracts in relation to both phases by the Borrower and the General Partner (held);
13. Unconditional and unlimited Environmental Agreement and Indemnity Form 1164, executed by the Borrower and the Guarantors (held);
14. Evidence of adequate Casualty and Liability Insurance as set out under "Insurance" of the Agreement (expected to increase with the increased Loan amount);

15. Letter of Undertaking from McLeod & Company LLP to Miles Davison LLP not to release purchaser deposits without the prior approval of the Bank (to be obtained);
16. Such of the following supporting documents as may be required by the Bank's solicitors:
 - a. Standard form documents relating to authorization of the borrowing and operation of the loan account;
 - b. this Letter Agreement, duly executed; and
 - c. opinion of the Borrower's and Guarantors' counsel as to the Borrower's and the Guarantors' existence, powers and actions taken and other matters in form and content acceptable to the Bank's counsel.
17. Such additional security instruments, assurances and supporting documents (including legal opinion of the Borrower's and Guarantors' solicitors) as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

- 14 -

SCHEDULE "D"

UNITS

UBG Group of Companies
Valour Park at Currie Barracks
Listing of Property as at September 26, 2012
C\$, unaudited

Part I: Presold properties

Phase 1

Unit

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Phase 2

- 15
- 16
- 18
- 19
- 20
- 21
- 22
- 23
- 24

**UBG Group of Companies
Valour Park at Currie Barracks
Listing of Property as at September 26, 2012
C\$, unaudited**

Part II: Spec properties

Phase 1

Unit

9

Phase 2

13

14

17

25

26

27

Land Titles Office Registrar:

Plan No. _____ Entered and Registered on _____ Instrument No. _____

Street 107

A.C. REGISTRAR

Registered Owner: _____ Vendor: _____

Address of the Condominium Corporation: _____

BSM - 55 Avenue S.W. Calgary, Alberta T2C 8V4

NOTE: For any endorsement, registration, modification or other entry that is to be made on the plan, please refer to the Condominium Act and the Condominium Property Regulations.

NOTE: The plan is subject to the provisions of the Condominium Property Act and the Condominium Property Regulations.

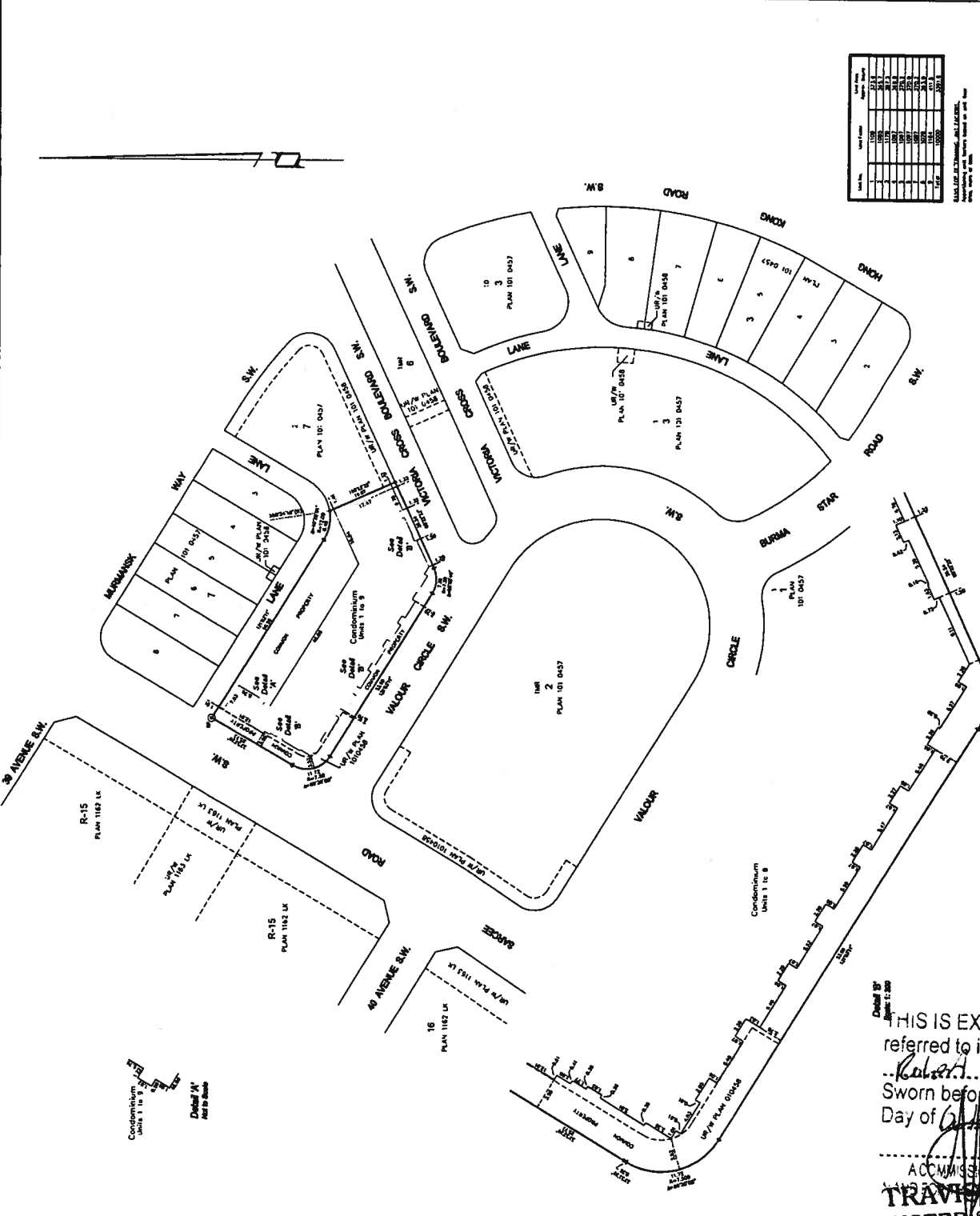
Scale: 1:500

John J. Matrysen, A.L.S. 2012

Category: Alberta

Project Name: CURRIE BARRACKS
Plan Showing Survey of Condominium Plot
Lot 1, Block 7, Part 132-457
NW 1/4 Sec. 6, Twp. 24, Rge. 1, W. 5M

Legend and Notes:
1. All spaces are in metres and are to be rounded up at each end.
2. Area affected by the registration of this plan must be shown on the plan.
3. Area affected by the registration of this plan must be shown on the plan.
4. BSM numbers shown on this plan are as per the BSM for this block.
5. BSM numbers shown on this plan are as per the BSM for this block.
6. BSM numbers shown on this plan are as per the BSM for this block.
7. Bearings are given in degrees, minutes and seconds.
8. Bearings are given in degrees, minutes and seconds.
9. Bearings are given in degrees, minutes and seconds.
10. All curves are in metres and are to be rounded up at each end.
11. Coordinates are in metres and are to be rounded up at each end.
12. Condominium unit boundaries as defined by Section 11 of the Condominium Act.
13. Condominium unit boundaries as defined by Section 11 of the Condominium Act.
14. Condominium unit boundaries as defined by Section 11 of the Condominium Act.
15. Unit numbers are shown on this plan.
16. Unit numbers are shown on this plan.
17. Unit numbers are shown on this plan.
18. Dimensions shown on this plan are in metres and are to be rounded up at each end.
19. Dimensions shown on this plan are in metres and are to be rounded up at each end.
20. Dimensions shown on this plan are in metres and are to be rounded up at each end.



Code	Symbol	Description
A.L.S.		Alberta Land Surveyor
A.C.		Alberta Land Titles Office
W.P.		Well-Planned
D.R.		District Registrar
D.E.		District Registrar's Office
S.M.		Survey Map
(1)		Block
(2)		Unit
(3)		Common Element
(4)		Condominium Unit
(5)		Condominium Unit
(6)		Condominium Unit
(7)		Condominium Unit
(8)		Condominium Unit
(9)		Condominium Unit
(10)		Condominium Unit
(11)		Condominium Unit
(12)		Condominium Unit
(13)		Condominium Unit
(14)		Condominium Unit
(15)		Condominium Unit
(16)		Condominium Unit

THIS IS EXHIBIT "C" referred to in the Affidavit of Robert Fuzer Sworn before me this 12 Day of October, A.D. 2012

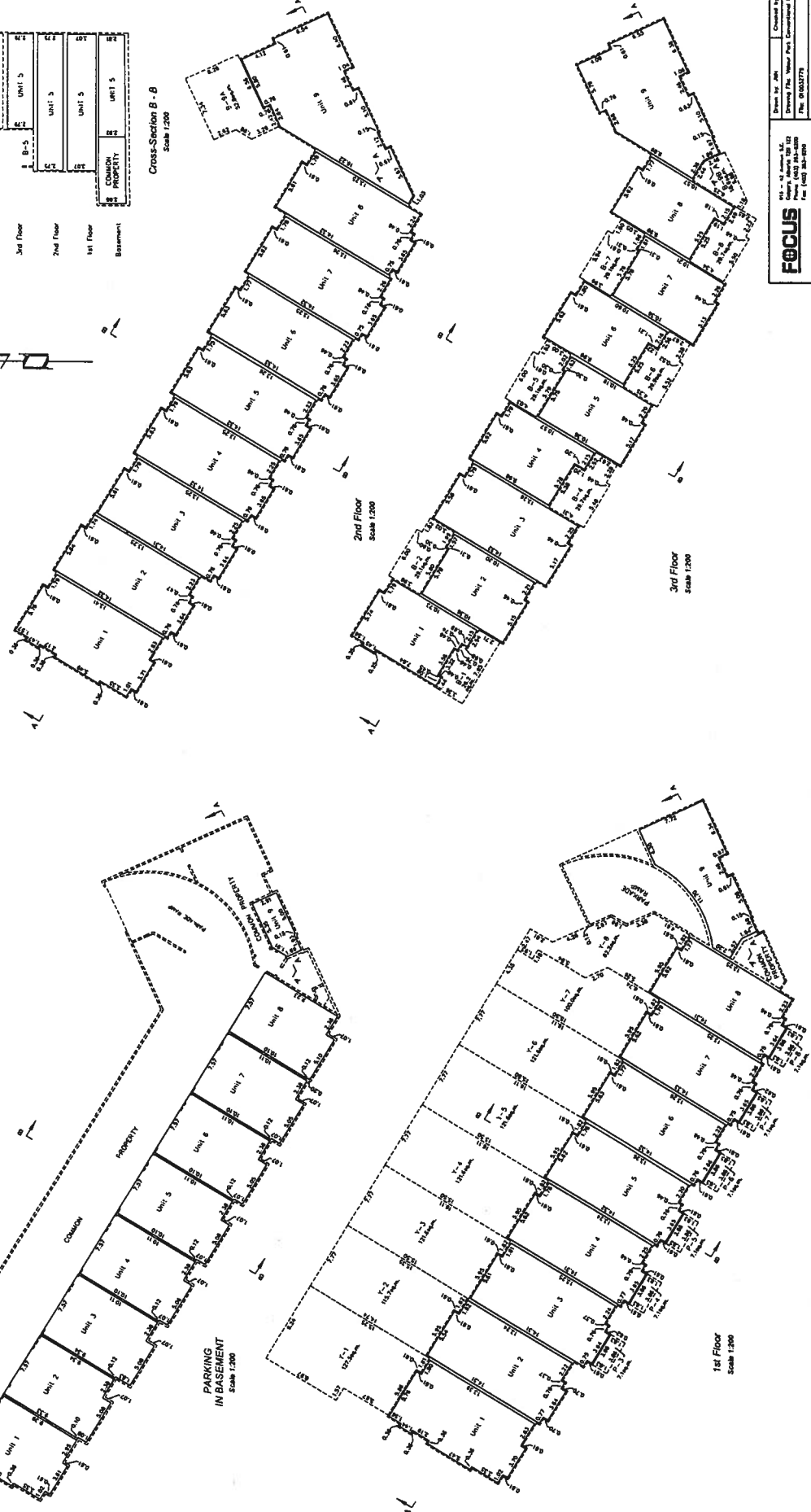
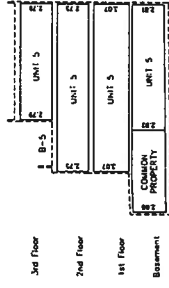
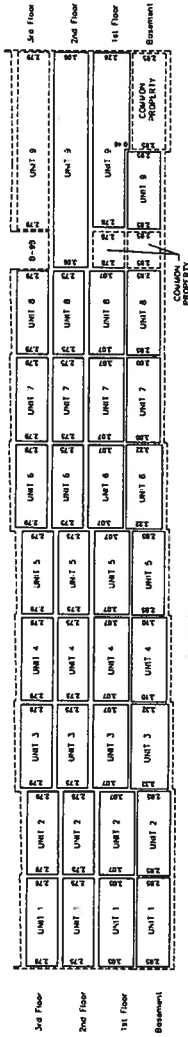
ACCREDITED FOR OATHS
TRAVIS GASK BARRISTER & SOLICITOR

Land Titles Office
Registrar:

Plan No. _____
Entered and Registered
on _____
Instrument No. _____

A.D. REGISTRAR

Sheet 2 of 2



FOCUS
Drawn by: JRM
Checked by: MZ/JAL
Entered the Motor Vehicle
Registry Act on: 2011-08-15
Plan No. 00002773
File No. 000-000000
Date: August 22, 2011