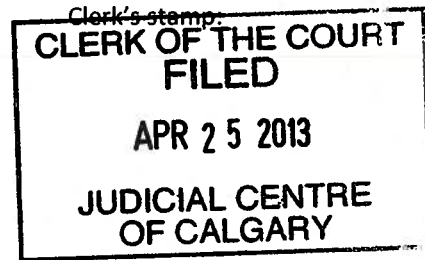


COURT FILE NUMBER 1201-05843  
COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY



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 25 day of April 2013

  
for Clerk of the Court

**DOCUMENT**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

DATE ON WHICH ORDER WAS  
PRONOUNCED

NAME OF JUSTICE WHO MADE  
THIS ORDER

**ORDER**

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

April 25, 2013

The Honourable Madam Justice J. Streckf

**ORDER**

(re: TD Bank – Master Term Sheet)

**UPON** the application of the Applicants in these proceedings (collectively, "**UBG**"); **AND UPON** having read the Application of the Applicants, dated April 9, 2013, the Affidavit of Tom Chisholm, dated April 4, 2013, the Affidavit of Tom Chisholm, dated April 24, 2013, the Report of the Monitor, dated April 9, 2013, and such other material in the pleadings and proceedings as deemed necessary; **AND UPON** hearing counsel for UBG, counsel for The Toronto-Dominion Bank ("**TD**" or the "**Lender**"), counsel for the Monitor, and other interested parties; **AND UPON** hearing the Monitor's approval of the transactions set out below; **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 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 Master Term Sheet***

3. The Mystic Ridge Development Financing - Master Term Sheet of Secured Credit Facilities between 1199032 Alberta Ltd. ("**1199**"), as borrower under certain facilities, Greenboro Estate Homes Limited Partnership ("**GBLP**"), by its general partner, Greenboro Estate Homes (2006) Ltd. (collectively, "**Greenboro**"), as borrowers and guarantors under certain facilities, UBG Land Limited Partnership, by its general partner, UBG Land Inc. (collectively, "**UBG Land**"), as guarantor, and TD, as lender (the "**Term Sheet**"), attached as Exhibit "2" to the Affidavit of Tom Chisholm, dated April 24, 2013, is hereby approved.
4. Amendments to the Term Sheet, if any, that are agreed to in writing by 1199, Greenboro, UBG Land and TD, and approved by the Monitor as reasonably necessary, are hereby authorized and approved.
5. UBG Land, Greenboro 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 Term Sheet.

***Approval of TD Charges***

6. As security for monies advanced by the Lender to 1199 pursuant to the Term Sheet, the granting of a limited recourse guarantee by UBG Land to the Lender pursuant to the terms of the Term Sheet and a floating charge over UBG Land's interest in the Montreux Joint Venture (the "**Montreux JV**"), subject to the terms of the Joint Venture Agreement among UBG Land (successor of UBG Alberta Builders Inc.), Caleron Properties Ltd. ("**Caleron**") and Ronald Slater dated February 27, 2006 (the "**JV Agreement**"), in favour of the Lender (the "**Montreux Charge**"), which charge shall rank in priority to all claims against UBG Land, including the Administration Charge and the Directors' Charge, but shall be subject to the distribution scheme set forth in the Term Sheet, is hereby approved.

7. As security for monies advanced by the Lender to 1199 and GBLP, the granting of a charge against the undertaking, property, and assets of GBLP in favour of the Lender (the "**Estate Charge**"), which charge shall rank in priority to all claims against GBLP, including the Administration Charge and the Directors' Charge, but shall be subject to the distribution scheme set forth in the Term Sheet and subordinate to the Lender's existing charge pursuant to the TD Bank / Greenboro Estate Protocol Order granted on September 14, 2012, as amended, (including the authorized distributions made under such protocol) is hereby approved.
8. Upon a plan of subdivision for Phase 2 at Mystic Ridge being registered at the South Alberta Land Titles Office and the transfer by the Montreux JV, by its trustee 1199, to Caleron of Lots 1, 2 and 13 of Block 2, to be subdivided from the Wanklyn Lands and Lot 1 of Block 3, to be subdivided from the Richards Lands (collectively, the "**Caleron Lots**"), TD shall release and discharge such financial charges or encumbrances which may be registered by TD against the interest of UBG, UBG Land and/or 1199 in the Caleron Lots within 30 days from the date of such transfer.

***Approval of Bulk Lot Purchase and Sale Agreement***


9. The form of purchase and sale agreements for Lots 1-12 of Block 1 and Lots 3-12 and 14-18 of Block 2, to be subdivided from the Wanklyn Lands, Lot 2 and 3 of Block 3, to be subdivided from the Richards Lands (collectively, the "**Phase 2 Lots**") between 1199 and Greenboro, attached as Exhibit "3" to the Affidavit of Tom Chisholm, dated April 24, 2013, (the "**Phase 2 Bulk Lot Agreement**") as contemplated by the order granted by Master J.T. Prowse, Q.C. on March 16, 2012, in Action Number 1001-18715, in the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Prowse Order**"), is hereby approved.
10. The form of purchase and sale agreement for Lot 1 of Block 4 and units 1-7 of Block 4, to be subdivided from the Richards Lands (collectively, the "**Phase 3 Lots**" and together with the Phase 2 Lots, the "**Mystic Lots**") between 1199 and Greenboro, attached as Exhibit "4" to the Affidavit of Tom Chisholm, dated April 4, 2013, (together with the Phase 2 Bulk Lot Agreement, the "**Bulk Lot Agreements**") as contemplated by the Prowse Order, is hereby approved.
11. Amendments to the Bulk Lot Agreements, if any, that are agreed to in writing by 1199 and Greenboro, and approved by the Monitor as reasonably necessary, are hereby authorized and approved.
12. UBG Land, Greenboro and the Monitor are hereby authorized and directed to take such steps as are necessary to execute, deliver and perform the terms and conditions of the Bulk Lot Agreements.

***Miscellaneous***

13. The Term Sheet, the Montreux Charge and the Estate 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) 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.

14. Neither the creation of the Term Sheet, the Montreux Charge and the Estate Charge, nor the execution, delivery or performance of the Term Sheet 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.
15. The parties to the Term Sheet 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 Montreux Charge and the Estate Charge or the execution, delivery or performance of the Term Sheet.
16. Notwithstanding the pendency of these proceedings and the declaration of insolvency made in these proceedings, the Term Sheet, the Montreux Charge and the Estate 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 Term Sheet, the Montreux Charge and the Estate 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' Lien Act* (Alberta) nor be subject to any builder's lien registered at the date of this Order or thereafter.
17. Except as specifically set forth in this Order, the rights and remedies of the parties under the Term Sheet 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.
18. No action or proceeding may be commenced against a party to the Term Sheet by reason of any such party having entered into the Term Sheet or having performed the obligations thereunder without leave of this Court having been obtained on seven days' notice to the Applicants, 1199, the Lender, and the Monitor.
19. The Applicants, 1199, the Lender 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.
20. Caleron is stayed by the Initial Order from exercising its option under the JV Agreement to acquire UBG Land's interest in 1199 and the Montreux JV and any real property held by 1199 as trustee under the Montreux JV, including, for greater certainty, the Mystic Lots.
21. 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