

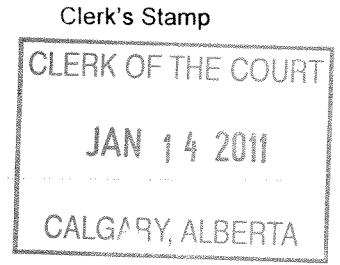
COURT FILE NUMBER 0901-17420

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF ROYAL BANK OF CANADA

DEFENDANTS HANNACO (2008) LTD. (FORMERLY 1261722 ALBERTA LTD., 341314 ALBERTA LTD. AND HANNACO LTD.) O/A CANADA GREY MOTOR INN., NAHEED ZIA and NASREEN ZIA



DOCUMENT ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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 File: 194683-429052

BEFORE THE HONOURABLE JUSTICE K.M. EIDSVIK) At Calgary Courts Centre, in the City of Calgary, in
) the Province of Alberta on Friday, the 14th of January,
) 2011.

ORDER

UPON the application of the Receiver in its capacity as receiver and manager of the Property of the Corporate Defendant pursuant to the Amended and Restated Receivership Order; **AND UPON** reading the First Receiver's Report and the Confidential Supplement; **AND UPON** reading the affidavit of Bradley Johnson, sworn January 10, 2011 and the Affidavit of Angie Brisebois, sworn January 10, 2011 (the "**Secretarial Affidavit**"); **AND UPON** reading the Affidavit of Service of April Osipow, sworn January 5, 2011 (the "**Affidavit of Service**"); **AND UPON** hearing from counsel for the Receiver and counsel for any other persons present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Application filed in the within proceedings on December 29, 2010 (the "**Application**").

2. The Application is properly returnable on January 10, 2011, service of the Application and the First Receiver's Report on the Service List in the manner described in the Affidavit of Service is validated as of December 30, 2010 and no persons other than those on the Service List are entitled to service of the First Receiver's Report or the Application.

3. The Purchase Contract between the Purchaser and the Receiver and the sale of the Purchased Assets by the Receiver to the Purchaser be and is hereby approved. The Receiver is hereby directed and authorized, *nunc pro tunc*, to execute and deliver the Purchase Contract to the Purchaser and to take such steps as the Receiver determines necessary or advisable to close the transaction of purchase and sale of the Purchased Assets contemplated in the Purchase Contract.

4. Effective immediately upon the Receiver filing a certificate with this Honourable Court confirming that all terms and conditions under the Purchase Contract and all modifications thereto have been either satisfied or waived and that the transaction contemplated by the Purchase Contract has otherwise been completed to the satisfaction of the Receiver, substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), but subject to the encumbrances as identified in Schedule "B" hereto (collectively, the "**Permitted Encumbrances**"), all legal and beneficial ownership of and title to the Purchased Assets shall vest and is hereby vested in the Purchaser (or its designated assignee or nominee to the extent permitted by the Purchase Contract), free and clear of any and all security interests (whether contractual, statutory or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have been attached, registered, perfected or filed and whether secured, unsecured, liquidated, contingent or absolute (collectively, the "**Claims**"). For greater certainty and without limiting the generality of the foregoing, the Claims shall not include the Permitted Encumbrances but shall include:

- (a) All claims held by or in favour of the entities served with the Application relating to this Order (other than the Purchaser or its authorized nominee or assignee); and
- (b) The beneficiary of any claims created or provided for pursuant to any previous Order of this Court in these proceedings.

5. Upon being presented with an original letter from counsel to the Receiver, McCarthy Tétrault LLP (the "**Letter**"), directed to the Registrar confirming that all conditions required to permit registration of a transfer of the lands identified in Schedule "B" to this Order (the "**Lands**") have been met, the Registrar be and is hereby authorized and directed to cancel the existing certificate of title to the Lands and to issue a new certificate of

title in the name of the Purchaser as specifically set out in the Letter, free and clear of all encumbrances other than the Permitted Encumbrances.

6. The Registrar shall perform all actions pursuant to this Order notwithstanding the requirements of Section 191(1) of the Land Titles Act.

7. The Receiver is directed to hold the balance of the proceeds paid to the Receiver pursuant to the Purchase Contract, net of closing adjustments and commissions payable pursuant to the Purchase Contract (the "**Net Proceeds**"), pending further order of this Court. Upon title to the Purchased Assets vesting in the Purchaser pursuant to and in accordance with paragraph 4 of this Order, all of the Claims shall attach to the Net Proceeds with the same priority that the Claims had to the Purchased Assets immediately prior to the sale of the Purchased Assets, as if the Purchased Assets had not been sold and remained in the possession and control of the Corporate Defendant.

8. Any person has leave to apply to this Honourable Court to allocate the Claims or the Net Proceeds against or between the Purchased Assets.

9. The Defendants and all persons claiming through or under the Defendants and any other persons in possession of any of the Purchased Assets shall deliver up possession of the Purchased Assets to the Purchaser or its assignee or nominee as at the Closing Date and, in default of possession being delivered up as aforesaid, a Writ of Possession is hereby issued.

10. Notwithstanding the pendency of these proceedings or the provisions of any federal or provincial statute, the vesting provisions contained herein:

- (a) Will not be void or voidable at the instance of creditors and claimants;
- (b) Do not constitute and shall not be deemed to be fraudulent preferences, fraudulent conveyances, transfers at undervalue or otherwise subject to challenge under the BIA, the FPA or any other applicable federal or provincial legislation; and
- (c) Do not constitute and shall not be deemed to constitute conduct meriting an oppression remedy.

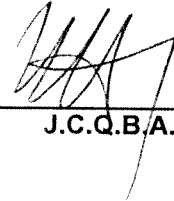
11. Division 4 of Part 6 of the Rules does not apply to the Application, and the Clerk of the Court be and is hereby directed to seal the Confidential Supplement, the Secretarial Affidavit and the correspondence from

the Receiver's counsel (including the attachment included therewith) dated January 13, 2011 (collectively, the "Confidential Documents") on the Court file until the filing of the Receiver's Certificate. The Clerk of this Honourable Court is hereby directed to seal the Confidential Documents in an envelope setting out the style of cause in the within proceedings and labelled:

THIS ENVELOPE CONTAINS DOCUMENTS. THESE CONFIDENTIAL DOCUMENTS ARE SEALED ON THE COURT FILE PURSUANT TO THE ORDER ISSUED BY THE HONOURABLE MADAM JUSTICE K.M. EIDSVIK ON JANUARY 14, 2011. THE CONFIDENTIAL DOCUMENTS ARE NOT TO BE ACCESSED BY ANY PERSON UNTIL THE FILING OF A RECEIVER'S CERTIFICATE IN THE WITHIN ACTION.

12. All of the activities and conduct of the Receiver in respect of the Corporate Defendant and the Property be and are hereby approved as of the date of the First Receiver's Report.

13. Service of this Order on the persons listed in the Service List by email, facsimile, courier, registered mail, regular mail or personal delivery shall constitute good and sufficient service of this Order, and no persons other than the persons listed on the Service List are entitled to be served with a copy of this Order.



J.C.Q.B.A.

ENTERED THIS _____ DAY OF
JANUARY, 2011.

CLERK OF THE COURT

SCHEDULE "A"

COURT FILE NUMBER	0901-17420
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	ROYAL BANK OF CANADA
DEFENDANTS	HANNACO (2008) LTD. (FORMERLY 1261722 ALBERTA LTD., 341314 ALBERTA LTD. AND HANNACO LTD.) O/A CANADA GREY MOTOR INN., NAHEED ZIA and NASREEN ZIA
DOCUMENT	RECEIVER'S CERTIFICATE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McCARTHY TÉTRAULT LLP Barristers & Solicitors Sean F. Collins/Walker W. MacLeod Suite 3300, 421-7th Avenue S.W. Calgary AB T2P 4K9 Phone: 403-260-3531/403-260-3710 Fax: 403-260-3501 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca File: 194683-429052

Clerk's Stamp

RECEIVER'S CERTIFICATE

1. All capitalized terms used in this Receiver's Certificate and not otherwise defined shall have the meaning ascribed to them in the Order issued by the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta on January 14, 2011 (the "**Vesting Order**").
2. Pursuant to the Vesting Order, the Court:
 - (a) Approved the Purchase Contract; and
 - (b) Provided for vesting of the Corporate Defendant's right, title and interest in and to the Purchased Assets upon the filing of this certificate by the Receiver confirming that:
 - (i) All terms and conditions under the Purchase Contract and all modifications thereto have been either satisfied or waived; and

- (ii) The transaction contemplated by the Purchase Contract had otherwise been completed to the satisfaction of the Receiver.

THE RECEIVER HEREBY CONFIRMS AND CERTIFIES THE FOLLOWING

1. All terms and conditions under the Purchase Contract and all modifications thereto have been either satisfied or waived; and
2. The transaction contemplated by the Purchase Contract had otherwise been completed to the satisfaction of the Receiver.

DATED THIS ____ DAY OF _____, 2011.

**ALGER & ASSOCIATES INC., in its capacity as Receiver of
the current and future assets, properties and undertakings
of Hannaco (2008) Ltd.**

Per: _____
Name:
Title:

SCHEDULE "B"

LANDS AND PERMITTED ENCUMBRANCES

LEGAL DESCRIPTION OF LANDS:	PERMITTED ENCUMBRANCES:
<p>FIRST</p> <p>PLAN 4049GU THAT PORTION OF LOT F LYING TO THE WEST OF THE EASTERLY 271 FEET EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>SECOND</p> <p>PLAN 4049GU THAT PORTION OF LOT G LYING TO THE WEST OF THE EASTERLY 271 FEET EXCEPTING THEREOUT ALL MINES AND MINERALS</p> <p>ESTATE: FEE SIMPLE</p> <p>MUNICIPALITY: TOWN OF HANNA</p>	<p>NONE</p>