

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF CALGARY

BETWEEN:

MCAP FINANCIAL CORPORATION

Plaintiff

- and -

**ACERA DEVELOPMENTS INC., ACERA INC. and
CATHERINE ARMITSTEAD, Executrix of the Estate of FREDERICK ANTHONY
ARMITSTEAD, Deceased**

Defendants

BEFORE THE HONOURABLE
MR. JUSTICE ~~A~~ MACLEOD
IN CHAMBERS, LAW COURTS
CALGARY, ALBERTA

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ON Friday THE 5th
DAY OF FEBRUARY, 2010

RECEIVER AND MANAGER ORDER

UPON the application of the Plaintiff, MCAP Financial Corporation ("MCAP") in respect of Acera Developments Inc. ("the Debtor"); AND UPON ADJOURNING the within application sine die; AND UPON HEARING READ the Notice of Motion and the Affidavit of Michael Roulston, filed: AND UPON NOTING the Consent of Alger & Associates Inc. to act as receiver and manager ("Receiver") of the Debtor in relation to the Property defined in paragraph 3 below, filed; AND UPON HEARING the representations of counsel for MCAP; AND UPON NOTING the consent of counsel for the "Creditor Group" as defined in paragraph 21 of this Order; AND UPON BEING SATISFIED that it is just and convenient that a Receiver and Manager be appointed with powers to be limited as set out in this Order; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this Order upon the Defendants is hereby abridged and service thereof is deemed good and sufficient. Service of the Notice of Motion and supporting materials upon subsequent encumbrancers is hereby deemed good and sufficient.

APPOINTMENT

2. The Plaintiff's Mortgage dated September 19, 2007 and registered at the Land Titles Office of Registrar of the Alberta Land Registration District (the "Land Titles Office") as Instrument No. 071 480 647 (the "Mortgage"), and the Supplemental Mortgage registered at the Land Titles Office as Instrument No. 091 160 508 (the "Supplemental Mortgage"), are hereby declared to be valid and enforceable. The Debtor is hereby declared to be in default under the Mortgage and the Supplemental Mortgage, and all of the principal, interest and other monies secured by the Mortgage and the Supplemental Mortgage, as well as the related and additional security set out in paragraph 2 through 8 of the Statement of Claim in the within action (the "Additional Security"), are due and payable.
3. Pursuant to subsection 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, subsection 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7, and section 49 of the *Law of Property Act*, R.S.A., 2000 c. L-7, Alger & Associates Inc. is hereby appointed Receiver, without security, of the lands and personal property secured by the Mortgage (the "Property") located in the Town of Cochrane, in the Province of Alberta, which are legally described in Schedule "A" in the Statement of Claim filed in the within action, a portion of the Property having been subdivided effective August 20, 2009 by the registration of Plan No. 0913275 in the Land Titles Office of the Alberta Land Registration District (the "Subdivided Lands"). Schedule "A" is attached to and forms a part of this Order.

RECEIVER'S POWERS

4. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, for the limited purpose of receiving and preserving

the Property and to assess the costs of work required to complete the servicing of the Subdivided Lands so that they are ready for sale, and the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any part thereof and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor in respect of or related to the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor, as may be required to fulfill the limited purpose of the appointment of the Receiver as set out in this Order;
- (d) following a competitive pricing process, to select and engage a cost consultant to advise the Receiver regarding the work required to complete servicing of the Subdivided Lands and the anticipated costs thereafter;
- (e) to retain and engage Colliers International Inc. and David J. Watson of Outlook Realty Advisors Inc., 301 – 14th Street N.W., Calgary, Alberta, T2N 2A1, to provide appraisals in respect of the Property, including the Subdivided Lands. Outlook Realty Advisors Inc. will be engaged to value the residential Subdivided Lands on a “cashflow basis” as well as the balance of the residential components of the Property other than the Subdivided Lands. Colliers International Inc. shall be engaged to appraise the commercial component of the Subdivided Lands and the Property other than the Subdivided Lands on a fair market value basis;

- (f) to engage such other consultants, engineers, auditors, accountants, contractors and counsel in connection with the provisions of this Order, and such other persons the Receiver may from time to time require to assist with the exercise of powers and duties conferred by this Order;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor in relation to the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of all or any part of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor related thereto;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property, the Debtor in relation to the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.
- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any part of the Property notwithstanding the provisions of subsection 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L-4;
- (l) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (m) to take any steps reasonably incidental to the exercise of these powers;
- and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

RECEIVER'S RESPONSIBILITIES TO THE CREDITOR GROUP

- 5. The Receiver shall:
 - a) meet monthly with and obtain from the Creditor Group such information, advice and service (to the extent such services are provided on a basis that will aid in the maximization of the value of the Property) directly from the Creditor Group to reduce costs and maximize the value of the Property;
 - b) provide monthly to the Creditor Group electronic copies of all written reports prepared by consultants, professionals and experts retained by the Receiver, including, but not limited to, all appraisals of the Property; and
 - c) provide monthly electronic reports to the Creditor Group, outlining the steps taken and costs incurred by the Receiver.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 6. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall cooperate with and grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

7. (a) All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor in respect of the Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in paragraph 5 or in this paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.

(b) If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. No Proceeding against or in respect of the Debtor in relation to the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor in relation to the Property, or the Property, are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing or serving a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced or served before the expiration of the stay provided by this paragraph 9. Nothing in this Order shall amount to or be deemed to be a stay of the action commenced by the Debtor and which is the subject of an appeal by Sterling Homes Ltd., being Appeal No. 0901-0235AC, which appeal may proceed in the normal course. Nothing in this Order shall amount to or be deemed to be a stay of the within action, or or Action No. 0901-13651 initiated by Paragon Capital Corporation Ltd. and the Plaintiff or Paragon Capital Corporation Ltd. shall be at liberty to proceed with any application for, or related to, foreclosure or sale of the Property, or the Subdivided Lands, or any portion thereof.

NO EXERCISE OF RIGHTS OF REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtor in relation to the Property, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from

compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtor in relation to the Property, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an “eligible financial contract” (as defined in section 2.1 of the *Companies’ Creditors Arrangement Act of Canada*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

RECEIVER TO HOLD FUNDS

12. All funds, advanced to, received or collected by the Receiver from and after the making of this Order shall be deposited into one or more new accounts which may be opened by the Receiver (the “Post-Receivership Accounts”) and the monies standing to the credit of such Post-Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver who may make payments from the Post-Receivership Accounts authorized in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees’ rights to terminate their employment, all employees of the Debtor related to the Property shall remain the employees of the Debtor provided that the names of the employees that the Receiver intends to continue to employ and their salaries shall be provided to the Creditor Group until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree

in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or willful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of

requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - (A) complies with the order, or
 - (B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - (A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - (B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

- (d) Nothing in this Order shall derogate from the protection afforded to the Receiver by any applicable legislation.

RECEIVER'S ACCOUNTS

16. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it subject to court approval in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
17. The Receiver shall pass its accounts from time to time.
18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court
19. The Receiver shall be at liberty to pay the following charges from funds as expenses of the Receivership:
- (a) The amount due from the Debtor to Tronnes Survey (1976) Ltd. in respect of its charges related to the survey and subdivision of the subdivided lands as evidenced by a copy of the invoice attached as Schedule "B".

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow from the Plaintiff by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable

for such period or periods of time as it may arrange, up to a maximum interest rate of seven (7.0%) percent, which shall be borrowed from and on terms satisfactory to MCAP, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “Receiver's Borrowings Charge”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

21. For the purposes of this Order, the Creditor Group shall consist of the following subsequent encumbrancer with registered claims or security interests against the Property:

- (i) Paragon Capital Corporation Ltd.;
- (ii) Sterling Homes Ltd.;
- (iii) Volker Stevin Contracting Ltd.;
- (iv) Marmot Concrete Services Ltd.;
- (v) Primary Engineering Corporation;
- (vi) Excel Homes Limited Partnership;
- (vii) Trico Homes Inc.;
- (viii) Shane Homes Limited; and
- (ix) Top Notch Constuction Ltd.

and any other subsequent encumbrancer registered against the Property may be added to the Creditor Group with consent of the Receiver or leave of this Honourable Court. For the purposes of this Order, Paragon Capital Corporation Ltd., Volker Stevin Contracting Ltd. and Excel Homes Limited Partnership shall be the representative of the Creditor Group.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

25. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

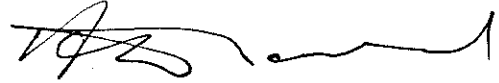
GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

28. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
29. The Plaintiff shall have its solicitor-and-his-own-client, or indemnity costs of this action and this motion, and up to and including entry and service of this Order, as provided for by the terms of the Mortgage and the Supplemental Mortgage.
30. The Receiver is hereby directed to give notice of this Order to all creditors of the Debtor in relation to the Property as may be reflected in the books and records of the Debtor, and to all persons having arrangements with the Debtor for the supply of goods or services in relation to the Property, and any other party that may be reasonably interested in these proceedings and to gather information as to the amounts claimed by the various Creditors of the Debtor.
31. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
32. This Order shall expire at the end of six (6) months from the date of entry but any party is at liberty to reapply for a Receivership Order on notice to all interested parties.
33. Consent to this Order may be signed in counterpart and provided by facsimile or PDF signature.

FILING

34. This Order is issued and shall be filed in Court of Queen's Bench Action No. 0901 13405.



~~MASTER IN CHAMBERS~~ – COURT OF
QUEEN'S BENCH OF ALBERTA
JUSTICE IN CHAMBERS

Order consented to by Demiantschuk,
Milley, Burke & Hoffinger LLP
Counsel for Paragon Capital
Corporation Ltd.

Per:



Judy D. Burke

Order consented to by Fraser Milner
Casgrain LLP
Counsel for Sterling Homes Ltd.


Per:



Jane Sidnell

Order consented to by Snyder &
Associates
Counsel for the Defendants

Per:



Robert J. MacKay

Order consented to by Caron &
Partners LLP
Counsel for Volker Stevin Contracting
Ltd. and Marmot Concrete Services Ltd.

Per:



Richard Bourassa

Order consented to by Yuzda Schuster
& Bresky
Counsel for Primary Engineering
Corporation

Per:



Edward Bresky

~~MASTER IN CHAMBERS~~ – COURT OF
QUEEN'S BENCH OF ALBERTA

JUSTICE IN CHAMBERS

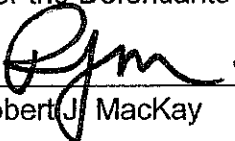
Order consented to by Demiantschuk,
Milley, Burke & Hoffinger LLP
Counsel for Paragon Capital
Corporation Ltd.

Per: _____
Judy D. Burke

Order consented to by Fraser Milner
Casgrain LLP
Counsel for Sterling Homes Ltd.

Per: _____
Jane Sidnell

Order consented to by Snyder &
Associates
Counsel for the Defendants

Per:  _____
Robert J. MacKay

Order consented to by Caron &
Partners LLP
Counsel for Volker Stevin Contracting
Ltd. and Marmot Concrete Services Ltd.

Per: _____
Richard Bourassa

Order consented to by Yuzda Schuster
& Bresky
Counsel for Primary Engineering
Corporation

Per: _____
Edward Bresky

" A MACLEOD "

MASTER IN CHAMBERS - COURT OF
QUEEN'S BENCH OF ALBERTA

JUSTICE IN CHAMBERS

Order consented to by Demiantschuk,
Milley, Burke & Hoffinger LLP
Counsel for Paragon Capital
Corporation Ltd.

Per: _____
Judy D. Burke

Order consented to by Fraser Milner
Casgrain LLP
Counsel for Sterling Homes Ltd.

Per: _____
Jane Sidnell

Entered this 9 day
of February, 20 10
Clerk of the Court

K. MCAUSLAND 

Order consented to by Snyder &
Associates
Counsel for the Defendants

Per: _____
Robert J. MacKay

Order consented to by Caron &
Partners LLP
Counsel for Volker Stevin Contracting
Ltd. and Marmot Concrete Services Ltd.

Per: 
Richard Bourassa

Order consented to by Yuzda Schuster
& Bresky
Counsel for Primary Engineering
Corporation

Per: _____
Edward Bresky

~~MASTER IN CHAMBERS~~ COURT OF
QUEEN'S BENCH OF ALBERTA

JUSTICE IN CHAMBERS

Order consented to by Demientschuk,
Milley, Burke & Hoffinger LLP
Counsel for Paragon Capital
Corporation Ltd.

Per: _____
Judy D. Burke

Order consented to by Fraser Milner
Casgrain LLP
Counsel for Sterling Homes Ltd.

Per: _____
Jane Sidnell

Order consented to by Snyder &
Associates
Counsel for the Defendants

Per: _____
Robert J. MacKay

Order consented to by Caron &
Partners LLP
Counsel for Volker Stevin Contracting
Ltd. and Marmot Concrete Services Ltd.

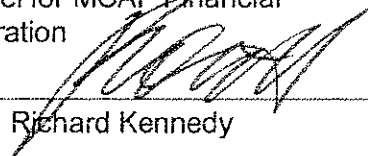
Per: _____
Richard Bourassa

Order consented to by Yuzda Schuster
& Bresky *ES MRSAY*
Counsel for Primary Engineering
Corporation

Per: _____
Edward Bresky

Order consented to by Kennedy
Agrios LLP
Counsel for MCAP Financial
Corporation

Per:


Richard Kennedy

Entered this ____ day of
January, 2010

Clerk of the Court

Order consented to by Sugimoto and
Company
Counsel for Shane Homes Limited

Per:



Loran V. Halyn

SCHEDULE "A"

FIRSTLY:

PLAN 0713944
BLOCK 50
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:

PLAN 0713944
BLOCK 50
LOT 7
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRDLY:

PLAN 0713944
BLOCK 50
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS

FOURTHLY:

PLAN 0713944
BLOCK 50
LOT 9
EXCEPTING THEREOUT ALL MINES AND MINERALS

FIFTHLY:

PLAN 0713944
BLOCK 50
LOT 10
EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

Tromnes Surveys (1976) Ltd.

110 - 3030 3rd Avenue N.E.

Calgary, Alberta

T2A 6T7

Invoice

Date	Invoice #
4/6/2009	52302

Invoice To
Accra Developments Ltd. Bay #8, 135 Commercial Dr. Springbank Business Park Calgary, AB T2Z 2A7 Attention: Mr. Fred Armitstead

P.O. No.	Terms	Project
	Net 30	06-1882

Description	Qty	Rate	Amount
Survey & Draft Legal Subdivision 298 lots	298	450.00	134,100.00
890 Legal Iron posts	890	12.00	10,680.00
Meetings with Town, Correspondence, document preparation & Layout modifications		6,800.00	6,800.00
TRC Ranch Phase I Legal Subdivision Plan & Survey			
Attention: Mr. Fred Armitstead GST On Sales		5.00%	7,579.00
Total			\$159,159.00
Payments/Credits			\$0.00
Balance Due			\$159,159.00

GST/HST No.

105405922

Tronnes Surveys (1976) Ltd.
 110 - 3030 3rd Avenue N.E.
 Calgary, Alberta
 T2A 6T7

Invoice

Date	Invoice #
4-14-2009	52316

Invoice To
Acera Developments Ltd. Bay #8, 135 Commercial Dr. Springbank Business Park Calgary, AB T2Z 2A7 Attention: Mr. Fred Armitstead

P.O. No.	Terms	Project
TRC RANCH	Net 30	06-1882

Description	Qty	Rate	Amount
The Ranch of Cochrane Stake out extents of Construction Recycling Area in future school site - TRC Ranch Phase 1			0.00
Calculations 1 Hour		85.00	85.00
Field Layout 4 hours		660.00	660.00
Supplies		40.00	40.00
GST On Sales		5.00%	39.25
Total			\$824.25
Payments/Credits			\$0.00
Balance Due			\$824.25

SCHEDULE "C"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Alger & Associates Inc. , receiver and manager (the "Receiver") of Acera Developments Inc. (the "Debtor") by Order of the Court of Queen's Bench of Alberta (the "Court") dated ____ day of January, 2010 (the "Order") made in Action Number 0901 13405 in relation to the Property as defined in the Order, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$750,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interest of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the Calgary office of the Lender at MCAP Financial Corporation, 500, 630 6th Avenue SW, Calgary, Alberta, T2P 0S8.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2009.

ALGER & ASSOCIATES INC., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity.

Per: _____
Name:
Title

ACTION NO: 0901 13405

IN THE COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL DISTRICT OF CALGARY

BETWEEN:

MCAP FINANCIAL CORPORATION

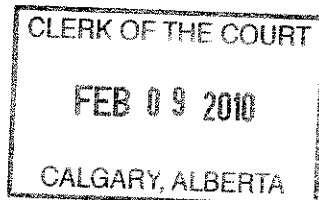
Plaintiff

- and -

**ACERA DEVELOPMENTS INC., ACERA INC. and
CATHERINE ARMITSTEAD, Executrix of the
Estate of FREDERICK ANTHONY ARMITSTEAD,
Deceased**

Defendants

RECEIVER AND MANAGER ORDER



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