

TAB A

Court may appoint receiver

243. (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or

(c) take any other action that the court considers advisable.

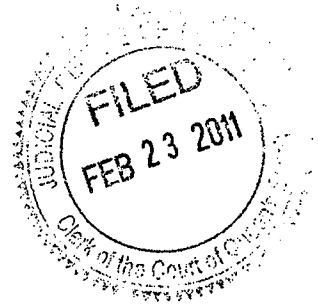
TAB B

247. A receiver shall

(a) act honestly and in good faith; and

(b) deal with the property of the insolvent person or the bankrupt in a commercially reasonable manner.

TAB C



Clerk's stamp:

COURT FILE NUMBER 1103-02937
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE INSOLVENCY OF
 ELABORATE HOMES LTD.

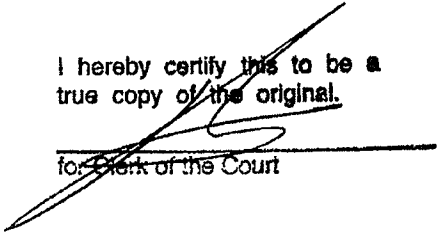
PLAINTIFF ALBERTA TREASURY BRANCHES
 DEFENDANTS ELABORATE HOMES LTD., ELABORATE
 DEVELOPMENTS INC., MANJIT (JOHN)
 NAGRA, JASWINDER NAGRA

DOCUMENT: **CONSENT RECEIVERSHIP ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Douglas H. Shell, Q.C.
 Davis LLP
 Barristers and Solicitors
 1201 Scotia 2 Tower
 10060 Jasper Avenue
 Edmonton, Alberta T5J 4E5
 Phone: 780-429-6811
 Fax: 780-702-4360
 File No.: 55209-00082/dys

I hereby certify this to be a
true copy of the original.


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: February 22, 2011
NAME OF JUSTICE WHO MADE THIS ORDER: Justice J.J. Gill
LOCATION: Edmonton

UPON APPLICATION OF THE PLAINTIFF AND UPON HEARING READ the Application and the Affidavit of Judy Helmig on behalf of the Plaintiff, filed; AND UPON NOTING the copies of title to some of the lands subject to the Plaintiff's security registered in the name of Elaborate Homes Ltd. (the "Debtor"), together with the Alberta Personal Property Registry February 22, 2011 search results for all registrations registered against the Debtor;

AND UPON NOTING THE CONSENT of the solicitor for the Defendants and of PricewaterhouseCoopers Inc. endorsed hereon;

AND UPON HEARING COUNSEL FOR THE PLAINTIFF, the Defendants and Servus Credit Union;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of the application for this Order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to sections 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 PricewaterhouseCoopers Inc. is hereby appointed Receiver (the "Receiver"), without security, of all of the Debtor current and future assets, undertakings and properties real and personal of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, 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 of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, 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, 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;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any 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;
- (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 Debtor, 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 market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

- (1) to sell, convey, transfer, lease or assign the Property (the "**Disposition**") or any part or parts thereof:
 - (i) without the approval of this Court if the Disposition is of personal property at a price determined by the Receiver to be commercially reasonable, provided that the aggregate consideration for any and all such transactions shall not exceed \$100,000.00, and notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 shall not be required;
 - (ii) without the approval of this Court if the sale is of the Debtor's real property in the ordinary course of business of the Debtor, at a price determined by the Receiver to be commercially reasonable, and if the transfer of the Debtor real property is signed by the Receiver under corporate seal on behalf of the Debtor (the "**Transfer**"), and notwithstanding subsection 191(1) of the Land Titles Act, R.S.A. 2000, c. L-4, as amended, the Registrar of the Alberta Land Titles Office shall register such Transfer signed by the Receiver under corporate seal on behalf of the Debtor to effect the transfer of the Debtor's lands legally described in the Transfer to the applicable purchaser named in the Transfer (provided always that the Receiver, by signing the Transfer under corporate seal on behalf of the Debtor, does not make any representations or warranties to the purchaser named in the Transfer in respect of the sale of the lands described in the Transfer); and
 - (iii) with the approval of this Court if the Disposition is of Debtor real property made out of the ordinary course of business of the Debtor, and any Debtor personal property in which the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, 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;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel (except for and without waiver of legal privilege), 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 forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall 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.

5. 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, 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 this paragraph 5 or in 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.
6. 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

7. 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

8. No Proceeding against or in respect of the Debtor or 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 or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, 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 this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided 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

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, 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 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to 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 to be paid in accordance with the terms of this Order or any further order of this Court. It is noted that PricewaterhouseCoopers Inc. is also being concurrently appointed in this Action as a Receiver of Elaborate Developments Inc. ("**Developments**"), and the Post Receivership Accounts for the Debtor shall be kept separate and apart from the accounts maintained for the receivership of Developments.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor 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 any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
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 wilful 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.

LIMITATION ON THE RECEIVER'S LIABILITY

16. The Receiver shall incur no liability or obligation as a result of its appointment or carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the WEPPA. Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the

"Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and, subject to paragraph 21 hereof, the Receiver's Charge 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 but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

18. The Receiver of the Debtor, and PricewaterhouseCoopers Inc. as receiver of Developments, shall throughout allocate their respective fees and disbursements, and that of their solicitor, as between the Debtor and Developments having regard to whether the services rendered are in respect of the Debtor receivership or the Developments receivership; and where any such services relate to both the Debtor and Developments, the allocation of such fees and disbursements shall be done on a fair and reasonable basis as reported from time to time.
19. The Receiver and its legal counsel shall pass their accounts from time to time; but 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 the 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.

FUNDING OF THE RECEIVERSHIP

20. Save as ordered in paragraph 21, the Receiver be at liberty and it is hereby empowered to borrow 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 \$500,000.00 (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, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. Save as ordered in paragraph 21 below, 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 and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

21. Provided always, in the event the Receiver determines it is commercially reasonable to complete any home in the course of being constructed on any Debtor lands to best maximize realization from such lands, such borrowings shall be made as follows:
- (a) where a home is subject to the first charge of the Plaintiff, the borrowing for such home shall be made by the Receiver from the Plaintiff, and the Receiver's Borrowings Charge for any such borrowing shall be in priority to all security interests, trust, liens, charges and encumbrances, statutory or otherwise, in favour of the Plaintiff and any other person, as against only the Debtor lands upon which the home is completed, but such borrowing shall not rank in priority to the security interests, trust, liens, charges and encumbrances, statutory or otherwise, in favour of any other Person as against any other Property of the Debtor; and
 - (b) where a home is subject to the first charge of the Servus Credit Union ("**Servus**"), the borrowing for such home shall be made by the Receiver from Servus, and the Receiver's Borrowings Charge for any such borrowing shall be in priority to all security interests, trust, liens, charges and encumbrances, statutory or otherwise, in favour of Servus and any other person, as against only the Debtor lands upon which the home is completed, but shall not rank in priority to the security interests, trust, liens, charges and encumbrances, statutory or otherwise, in favour of any other Person as against any other Property of the Debtor.

Provided always that nothing in this paragraph 21 shall preclude the Receiver, the Plaintiff or Servus from making application to the Court for advice and directions respecting any matter whatsoever relating to the completion of any home including,

without restriction, whether the homes, or any of them, should be completed by the Receiver or taken back and completed by either the Plaintiff or Servus on terms as to accounting or otherwise as may be agreed to by the Receiver.

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 "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. Save as ordered in paragraph 21, 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. Save as ordered in paragraph 21 hereof, the Receiver and any other 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 the balance of the 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. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
28. 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.

29. The Receiver 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 and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 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. Unless otherwise ordered by the Court, all information, facts and other evidence of the Receiver in respect of any and all applications made in the Debtor receivership, may be made by the Receiver's reports filed from time to time in this Action.
33. Nothing in this Order shall prevent the Plaintiff from seeking further and additional relief against any one or more of the Defendants in this Action, including without limitation, the Plaintiff's ongoing right to take proceedings against the individual Defendants, Manjit (John) Nagra and Jaswinder Nagra for judgment upon their guarantee of the present and future debts of the Debtor and against the Defendant Manjit (John) Nagra for judgment upon his guarantee of the present and future debts of Developments.
34. The Registrar of Land Titles is directed to register a copy of this Order in the Land Titles Office against the title to any land registered in the name of the Debtor, notwithstanding

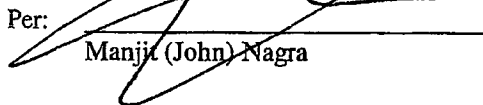
the requirements of subsection 191(1) of the *Land Titles Act*, R.S.A. 2000, c.L-4, as amended.

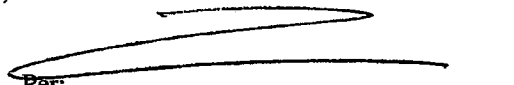
35. Subject always to the Receiver's ongoing duty to keep confidential applicable information arising over the receivership, the Receiver will provide from time to time at the reasonable request of either ATB or Servus information respecting the receivership.
36. The endorsed consents on this Order, made by signatures e-mailed or faxed to the Plaintiff's solicitors are binding on the parties consenting to this Order notwithstanding that such endorsed consents before a presiding witness may be made prior to the filing of the Plaintiff's Statement of Claim in this Action.
37. For the purpose of reporting to the Office of the Superintendent in Bankruptcy, a separate estate number shall be issued for the Debtor receivership, distinct from the receivership of Developments.

"Justice J.J. Gill"
Justice of the Court of Queen's Bench of Alberta

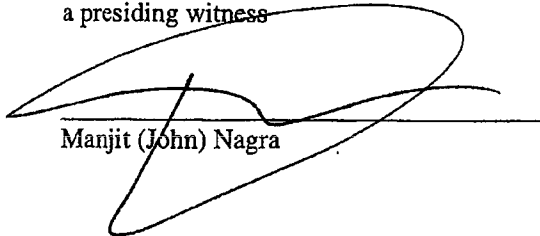
The Defendants hereby consent to this Order before a presiding witness

ELABORATE HOMES LTD. and ELABORATE DEVELOPMENTS INC.,
under the hand(s) of their duly authorized officer(s)

Per: 
Manjit (John) Nagra

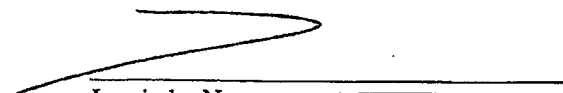
Per: 
Jaswinder Nagra

Manjit (John) Nagra by endorsing his signature before
a presiding witness


Manjit (John) Nagra


Witness

Jaswinder Nagra by endorsing her signature before
a presiding witness

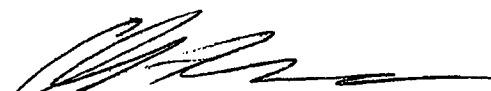


Jaswinder Nagra

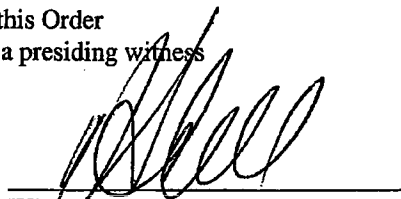


Witness

PricewaterhouseCoopers Inc. hereby consents to this Order
under the hand of its duly authorized officer before a presiding witness



Donald MacLean



Witness:

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

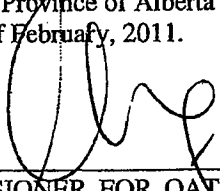
I, Mark Saxton, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

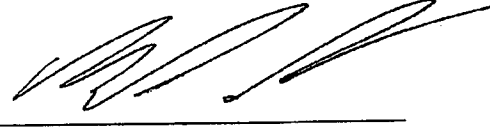
1. THAT I was personally present and did see Manjit (John) Nagra and Jaswinder Nagra, the duly authorized officers on behalf of each of Elaborate Homes Ltd. and Elaborate Developments Inc., named in the within Consent Order, who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose of consenting to the within Order.

2. THAT the same was executed at the City of ~~Grande Prairie~~, in the Province Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Manjit (John) Nagra and Jaswinder Nagra and they are each in my belief of the full age of eighteen (18) years.

SWORN BEFORE me at the City of ~~Grande Prairie~~, in the Province of Alberta this 22nd day of February, 2011.

cmn ✓ Edmonton ✓ cmn




A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

CAROL NG
Commissioner For Oaths In And For The Province Of Alberta
My Commission Expires December 22, 2012

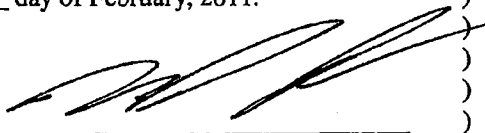
AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, DOUGLAS A Sheef, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Donald MacLean, authorized attorney of PricewaterhouseCoopers Inc., named in the within Consent Order, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose of consenting to the within Order.
2. THAT the same was executed at the City of Edmonton, in the Province Alberta , and that I am the subscribing witness thereto.
3. THAT I know the said Donald MacLean and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE me at the City of)
Edmonton, in the Province of Alberta this ___)
28 day of February, 2011.)



A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

MARK A. SAXTON
Barrister & Solicitor

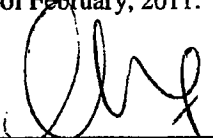
AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Mark Sexton, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Manjit (John) Nagra, named in the within Consent Order, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose of consenting to the within Order.
2. THAT the same was executed at the City of ^{CMN ✓ Edmonton ✓ CMN} ~~Grande Prairie~~, in the Province Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Manjit (John) Nagra and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE me at the City of ^{CMN ✓ Edmonton ✓ CMN} ~~Grande Prairie~~, in the Province of Alberta this _____)
2011 day of February, 2011.)



A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

CAROL NG
Commissioner For Oaths In And For The Province Of Alberta
My Commission Expires December 22, 2012

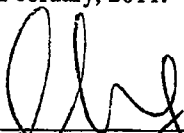
AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Mark Saxton, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Jaswinder Nagra, named in the within Consent Order, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose of consenting to the within Order.
2. THAT the same was executed at the City of ~~Grande Prairie~~ ^{Edmonton}, in the Province Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Jaswinder Nagra and she is in my belief of the full age of eighteen (18) years.

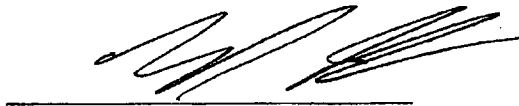
SWORN BEFORE me at the City of ~~Grande~~ ^{Edmonton} ~~Prairie~~, in the Province of Alberta this 22nd day of February, 2011.



A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

CAROL NG

Commissioner For Oaths In And For The Province Of Alberta
My Commission Expires December 22, 20 12



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTOR'S NAME] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of _____, 2005 (the "Order") made in action numbers _____, 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 \$_____ 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 the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the 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, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, 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 main office of the Lender at ●.
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 authorized by the Order and as authorized by any further or other order of the Court.

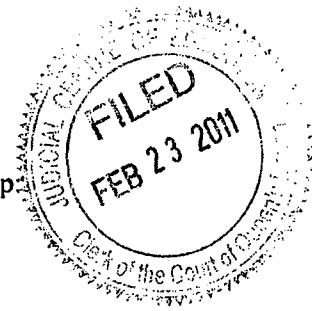
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____
Name:
Title:





Clerk's stamp

COURT FILE NUMBER 1103-02937
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE EDMONTON
 IN THE MATTER OF THE INSOLVENCY OF
 ELABORATE DEVELOPMENTS INC.
 PLAINTIFF ALBERTA TREASURY BRANCHES
 DEFENDANTS ELABORATE HOMES LTD., ELABORATE
 DEVELOPMENTS INC., MANJIT (JOHN)
 NAGRA, JASWINDER NAGRA
 DOCUMENT: CONSENT RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Douglas H. Shell, Q.C.
 Davis LLP
 Barristers and Solicitors
 1201 Scotia 2 Tower
 10060 Jasper Avenue
 Edmonton, Alberta T5J 4E5
 Phone: 780-429-6811
 Fax: 780-702-4360
 File No.: 55209-00082/dys

I hereby certify this to be a true copy of the original.

for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: February 22, 2011
 NAME OF JUSTICE WHO MADE THIS ORDER: Justice J.J. Gill
 LOCATION: Edmonton

UPON APPLICATION OF THE PLAINTIFF AND UPON HEARING READ the Application and the Affidavit of Judy Helmig on behalf of the Plaintiff, filed; AND UPON

NOTING the copies of title to some of the lands subject to the Plaintiff's security registered in the name of Elaborate Developments Inc. (the "**Debtor**"), together with the Alberta Personal Property Registry February 22, 2011 search results for all registrations registered against the Debtor;

AND UPON NOTING THE CONSENT of the solicitor for the Defendants and of PricewaterhouseCoopers Inc. endorsed hereon;

AND UPON HEARING COUNSEL FOR THE PLAINTIFF, the Defendants and Servus Credit Union;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of the application for this Order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to sections 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, 99(a) of the *Business Corporations Act*, R.S.A. 2000, c.B-9, and 65(7) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 PricewaterhouseCoopers Inc. is hereby appointed Receiver (the "**Receiver**"), without security, of all of the Debtor current and future assets, undertakings and properties real and personal of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, 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 of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, 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, 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;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any 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;
- (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 Debtor, 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 market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate..
- (l) to sell, convey, transfer, lease or assign the Property (the "**Disposition**") or any part or parts thereof:
 - (i) without the approval of this Court if the Disposition is of personal property at a price determined by the Receiver to be commercially reasonable, provided that the aggregate consideration for any and all such transactions shall not exceed \$100,000.00, and notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c.P-7 shall not be required;
 - (ii) without the approval of this Court if the sale is of the Debtor's real property in the ordinary course of business of the Debtor, at a price determined by the Receiver to be commercially reasonable, and if the transfer of the Debtor real property is signed by the Receiver under corporate seal on behalf of the Debtor (the "**Transfer**"), and notwithstanding subsection 191(1) of the Land Titles Act, R.S.A. 2000, c. L-4, as amended, the Registrar of the Alberta Land Titles Office shall register such Transfer signed by the Receiver under corporate seal on behalf of the Debtor to effect the transfer of the Debtor's lands legally described in the Transfer to the applicable purchaser named in the Transfer (provided always that the Receiver, by signing the Transfer under corporate seal on behalf of the Debtor, does not make any representations

or warranties to the purchaser named in the Transfer in respect of the sale of the lands described in the Transfer); and

- (iii) with the approval of this Court if the Disposition is of real property, and any personal property in which the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, 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;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel (except for and without waiver of legal privilege), 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 forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall 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.

5. 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, 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 this paragraph 5 or in 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.

6. 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

7. 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

8. No Proceeding against or in respect of the Debtor or 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 or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8; and (ii) affect a Regulatory Body's investigation in respect of the debtor or an action, suit or proceeding that is taken in respect of the debtor or

before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OF REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, 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 this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided 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

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, 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 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services,

payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to 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 to be paid in accordance with the terms of this Order or any further order of this Court. It is noted that PricewaterhouseCoopers Inc. is also being concurrently appointed in this Action as a Receiver of Elaborate Homes Ltd. ("**Homes**"), and the Post Receivership Accounts for the Debtor shall be kept separate and apart from the accounts maintained for the receivership of Homes.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor 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 any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").

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 wilful 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.

LIMITATION ON THE RECEIVER'S LIABILITY

- 16. The Receiver shall incur no liability or obligation as a result of its appointment or carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the WEPPA. Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

- 17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and, subject to paragraph 21 hereof, the Receiver's Charge 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 but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 18. The Receiver of the Debtor, and PricewaterhouseCoopers Inc. as receiver of Homes, shall throughout allocate their respective fees and disbursements, and that of their solicitor, as between the Debtor and Homes having regard to whether the services rendered are in respect of the Debtor receivership or the Homes receivership; and where any such services relate to both the Debtor and Homes, the allocation of such fees and disbursements shall be done on a fair and reasonable basis as reported from time to time.

19. The Receiver and its legal counsel shall pass their accounts from time to time; but 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 the 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.

FUNDING OF THE RECEIVERSHIP

20. Save as ordered in paragraph 21, the Receiver be at liberty and it is hereby empowered to borrow 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 \$500,000.00 (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, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. Save as ordered in paragraph 21 below, 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 and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
21. Provided always, in the event the Receiver determines it is commercially reasonable to complete any home in the course of being constructed on any Debtor lands to best maximize realization from such lands, such borrowings shall be made by the Receiver from the Plaintiff, and the Receiver's Borrowings Charge for any such borrowing shall be in priority to all security interests, trust, liens, charges and encumbrances, statutory or otherwise, in favour of the Plaintiff and any other person, as against only the Debtor lands upon which the home is completed, but such borrowing shall not rank in priority to

the security interests, trust, liens, charges and encumbrances, statutory or otherwise, in favour of any other Person as against any other Property of the Debtor.

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 "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. Save as ordered in paragraph 21, 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. Save as ordered in paragraph 21 hereof, the Receiver and any other 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 the balance of the 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. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
28. 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.

29. The Receiver 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 and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
31. Any interested party may apply to this Court to vary or amend this Order on not less than 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. Unless otherwise ordered by the Court, all information, facts and other evidence of the Receiver in respect of any and all applications made in the Debtor receivership, may be made by the Receiver's reports filed from time to time in this Action.
33. Nothing in this Order shall prevent the Plaintiff from seeking further and additional relief against any one or more of the Defendants in this Action, including without limitation, the Plaintiff's ongoing right to take proceedings against the individual Defendants, Manjit (John) Nagra and Jaswinder Nagra for judgment upon their guarantee of the present and future debts of Homes and against the Defendant Manjit (John) Nagra for judgment upon his guarantee of the present and future debts of the Debtor.

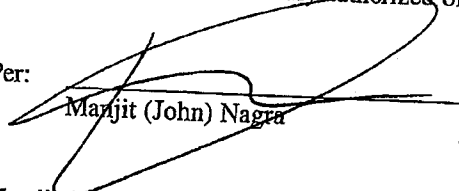
34. The Registrar of Land Titles is directed to register a copy of this Order in the Land Titles Office against the title to any land registered in the name of the Debtor, notwithstanding the requirements of subsection 191(1) of the *Land Titles Act*, R.S.A. 2000, c.L-4, as amended.
35. The endorsed consents on this Order, made by signatures e-mailed or faxed to the Plaintiff's solicitors are binding on the parties consenting to this Order notwithstanding that such endorsed consents before a presiding witness may be made prior to the filing of the Plaintiff's Statement of Claim in this Action.
36. For the purpose of reporting to the Office of the Superintendent in Bankruptcy, a separate estate number shall be issued for the Debtor receivership, distinct from the receivership of Homes.

"Justice J.J. Gill"
Justice of the Court of Queen's Bench of Alberta

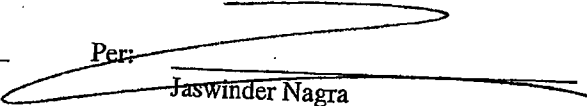
The Defendants hereby consent to this Order before a presiding witness

ELABORATE HOMES LTD. and ELABORATE DEVELOPMENTS INC.,
under the hand(s) of their duly authorized officer(s)

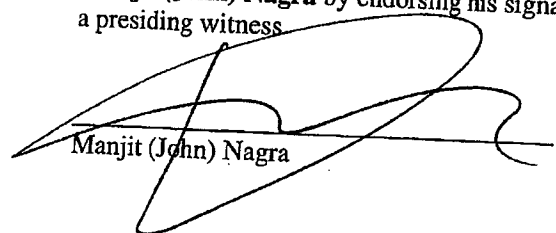
Per:


Manjit (John) Nagra

Per:

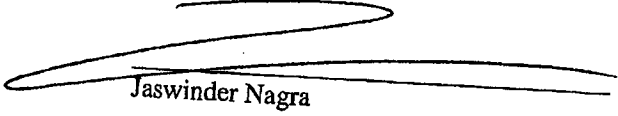

Jaswinder Nagra

Manjit (John) Nagra by endorsing his signature before
a presiding witness


Manjit (John) Nagra


Witness

Jaswinder Nagra by endorsing her signature before
a presiding witness

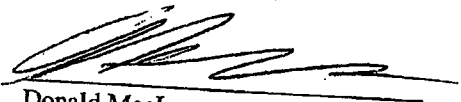


Jaswinder Nagra

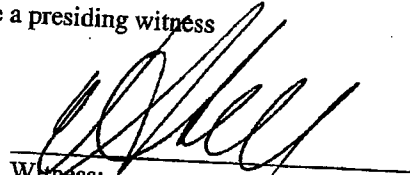


Witness

PricewaterhouseCoopers Inc. hereby consents to this Order
under the hand of its duly authorized officer before a presiding witness



Donald MacLean



Witness:

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Mark Saxton, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Manjit (John) Nagra and Jaswinder Nagra, the duly authorized officers on behalf of each of Elaborate Homes Ltd. and Elaborate Developments Inc., named in the within Consent Order, who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose of consenting to the within Order.

2. THAT the same was executed at the City of ^{cmm} ~~Grande Prairie~~ ^{Edmonton} ^{cmm}, in the Province Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said Manjit (John) Nagra and Jaswinder Nagra and they are each in my belief of the full age of eighteen (18) years.

SWORN BEFORE me at the City of ^{cmm} ~~Grande~~ ^{Edmonton} ^{cmm} ~~Prairie~~, in the Province of Alberta this _____ day of February, 2011.

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

CAROL NG

Commissioner For Oaths In And For The Province Of Alberta

My Commission Expires December 22, 2012

AFFIDAVIT OF EXECUTION

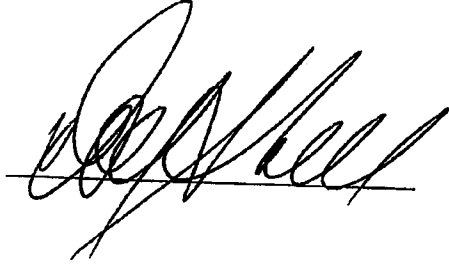
CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Donald MacLean, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Donald MacLean, authorized attorney of PricewaterhouseCoopers Inc., named in the within Consent Order, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose of consenting to the within Order.
2. THAT the same was executed at the City of Edmonton, in the Province Alberta , and that I am the subscribing witness thereto.
3. THAT I know the said Donald MacLean and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE me at the City of)
Edmonton, in the Province of Alberta this)
22 day of February, 2011.)





A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

MARK A. SAXTON
Barrister & Solicitor


AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Mark Saxon, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

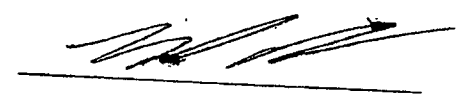
1. THAT I was personally present and did see Manjit (John) Nagra, named in the within Consent Order, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose of consenting to the within Order.
2. THAT the same was executed at the City of ^{CMN ✓ Edmonton ✓ CMN} ~~Grande Prairie~~, in the Province Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Manjit (John) Nagra and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE me at the City of ^{CMN ✓ Edmonton ✓ CMN} ~~Grande Prairie~~, in the Province of Alberta this 22nd day of February, 2011.



A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

CAROL NG
Commissioner For Oaths In And For The Province Of Alberta
My Commission Expires December 22, 20 12



AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, Mark Sacton, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Jaswinder Nagra, named in the within Consent Order, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose of consenting to the within Order.
2. THAT the same was executed at the City of ^{CWV v Edmonton n.s. v CWV} ~~Grande Prairie~~, in the Province Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said Jaswinder Nagra and she is in my belief of the full age of eighteen (18) years.

^{CWV v Edmonton v CWV}
SWORN BEFORE me at the City of Grande)
Prairie, in the Province of Alberta this _____)
22nd day of February, 2011.)

[Signature])
A COMMISSIONER FOR OATHS IN AND)
FOR THE PROVINCE OF ALBERTA)

CAROL NG
Commissioner For Oaths In And
For The Province Of Alberta
My Commission Expires December 22, 2012

[Signature]

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTOR'S NAME] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of _____, 2005 (the "Order") made in action numbers _____, 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 \$_____ 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 the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the 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, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, 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 main office of the Lender at ●.
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 authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it 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 _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____
Name:
Title: