

Action No:

0601-09869

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

BETWEEN:

VECKENSTEDT HOLDINGS INC., HERB VECKENSTEDT,
FRED PIPER, JOAN PIPER, LIPOTH CONSULTING, AND
PAUL LIPOTH

reby certify this to be a true copy of

original

ed this day of

for Clerk of the Court

Plaintiffs

- and -

INTEGRA INVESTMENT SERVICE LTD. and
RUNDLE DEVELOPMENT CO-OPERATIVE

Defendants

BEFORE THE HONOURABLE

JUSTICE A KENT

IN CHAMBERS

) AT THE COURT HOUSE, IN THE CITY OF
) CALGARY, IN THE PROVINCE OF
) ALBERTA, ON ~~FILED~~ THE 18th DAY OF
) AUGUST, 2006
)

INTERIM RECEIVERSHIP ORDER

UPON the application of Plaintiffs; AND UPON HEARING READ the Affidavits of Herb Veckenstedt and Paul Lipoth, filed; AND UPON it appearing just and convenient that an Interim Receiver be appointed over the records (as defined hereinafter) pending the hearing of the proposed application for the appointment of a Receiver and Manager of all the undertaking, property and assets of the Defendants, Integra Investment Service Ltd. ("Integra") and Rundle Development Cooperative ("RDC"); AND UPON hearing *ex parte* counsel for the Plaintiffs and counsel for Ernst & Young Inc., the proposed Interim Receiver; AND NOTING that Ernst & Young Inc. consents to act as Interim Receiver of the records;

IT IS HEREBY ORDERED THAT:

1. Ernst & Young Inc. is hereby appointed Interim Receiver (hereinafter referred to as the "Interim Receiver") without security, of the records described in Schedule "A" hereto (hereinafter the "Records"), pursuant to s. 13(2) of the *Judicature Act*, R.S.A. 2000, c. J-2, as amended, with the authority as set out in this Order.

2. Integra and RDC, their present and former officers, directors, solicitors, accountants, servants, agents, and any persons acting on their instructions or behalf, and all other persons having notice of this Order shall forthwith disclose to the Interim Receiver and deliver up and grant access to the Interim Receiver, or to such agent or agents as it may appoint, all the Records in their possession, custody, power and control (or in the control of others, to their knowledge), and are hereby restrained and enjoined from:

- (a) disturbing or interfering with the Interim Receiver, the exercise by the Interim receiver of its powers and the performance by the Interim Receiver of its duties hereunder;
- (b) hiding, destroying, altering, amending, erasing, deleting, concealing, defacing, releasing custody (except to the Receiver) or otherwise disposing of any of the Records; and shall take all reasonable steps to preserve the Records in their original condition;
- (c) touching, activating or operating any Records or any of the computer equipment used by the Defendants and situated on the premises set out in Schedule "B" hereto (the "Premises") either locally or remotely from any location away from the Premises or accessing or altering any text, graphics, electronic data or other content of any electronic mail, or other information, instructions or data stored in any computer equipment on the Premises or any location remote from the Premises, that may constitute the Records.

3. Integra and RDC, their present and former officers, directors, solicitors, accountants, servants, agents, and any persons acting on their instructions or behalf and all other persons having notice of this Order shall forthwith render any necessary assistance to the Interim Receiver to locate, decode, access, and decrypt the Records and any and all information or electronic data to which the Interim Receiver may not have ready and immediate access, including the provisions of all keys, identification codes, passwords, pass phrases, or any other

such information or knowledge necessary to achieve access thereto, and including for the purpose of accessing electronic mail or other data operated or maintained by, or accessible to, the Defendants which may contain any of the Records.

4. Except as noted below, the Interim Receiver be and is hereby fully and exclusively empowered to read and review the Records for purposes of reporting to the Court. The Interim Receiver will not disclose the contents of the Records to the Plaintiffs without further order of this Court, and will use the Records for the sole purpose of complying with its duties as Interim Receiver and to report to the Court. In the event that the Defendants claim privilege over any of the records, those records shall be dealt with as follows:

- (a) the records shall be segregated by the Defendants in the presence of the Receiver;
- (b) all records so segregated shall be sealed and left with the Receiver; and
- (c) records so sealed shall not be further dealt with unless:
 - (i) there is agreement between the Receiver and the Defendant claiming privilege; or
 - (ii) upon further Order of the Court.

5. The Interim Receiver be and it is hereby fully and exclusively authorized and empowered to institute, prosecute and continue all actions, applications or proceedings (including any appeals thereof) as may in its judgment be necessary or desirable for the proper protection, preservation or maintenance of the Records.

6. The Interim Receiver shall be at liberty to employ or retain such assistants, agents, employees, auditors, advisors and solicitors, as it may from time to time consider necessary or desirable for the purpose of reading, reviewing, preserving, protecting or maintaining the Records or generally exercising its powers and performing its duties hereunder, and to pay such parties at their usual rates of remuneration.

7. The Interim Receiver shall be at liberty and is hereby authorized and empowered, if in its opinion it is necessary or desirable for the purposes of preserving, protecting or maintaining the Records:

- (a) to change the locks on the Business Premises (as defined in Schedule "B" hereto) and, if necessary, to employ the services of a locksmith to gain entry to the Premises if they are locked;
- (b) to take any and all steps considered necessary to maintain the security of the Business Premises;
- (c) to call on officers of the Calgary Police Service, and such officers are hereby authorized in their sole discretion to keep the peace in the carrying out of this Order;
- (d) to enter into any agreements or incur any obligations necessary or reasonably incidental to the exercise of the aforesaid power;
- (e) to remove from the Residential Premises (as defined in Schedule "B" hereto) all Records which may be found at the Residential Premises; and to take such Records in the Interim Receivers' custody and safekeeping. This power is subject to the following:
 - (i) in the event that the Defendants claim privilege over any of the records, those records shall be dealt with as follows:
 - A. the records shall be segregated by the Defendants in the presence of the Receiver;
 - B. all records so segregated shall be sealed and left with the Receiver; and
 - C. records so sealed shall not be further dealt with unless:
 - (1) there is agreement between the Receiver and the Defendant claiming privilege; or
 - (2) upon further Order of the Court;
- (f) Any search of the residential premises shall be conducted prior to 5:00 p.m. on August 18, 2006, or after 8:30 a.m. on August 21, 2006; and

- (g) Any search of the residential premises shall only be conducted in the presence of a responsible adult, shall involve no more than five representatives of the Interim Receiver and the responsible adult shall be advised of their right to contact legal counsel and receive advice prior to the search commencing, however, regardless of the advice so received, if any, the search may proceed commencing thirty (30) minutes after the responsible adult has been so advised or as soon as the responsible adult indicates that they do not wish to seek legal advice. If the Defendants wish to obtain legal advice and are unable to obtain legal advice, then the search may proceed and all records shall be secured, however, the Interim Receiver shall not review the records pending further Order of the Court.

8. Without further Order of this Court, the Interim Receiver:

- (a) Shall not remove from the Business Premises any originals or copies of the Records located thereat, unless such removal is necessary for the preservation, protection and maintenance of the Records (in which case the Interim Receiver shall, if possible prior to removal, make a complete listing of all Records so removed); and
- (b) shall permit the Defendant, RDC access to the Business Premises, supervised at all times by the Interim Receiver, on reasonable prior notice (but the Defendants and all other persons are restrained and enjoined from removing any items from the Business Premises without permission of the Interim Receiver).

9. Any expenditure which shall be properly made or incurred by the Interim Receiver shall be allowed to it in passing its accounts.

10. The Interim Receiver shall from time to time pass its accounts, and shall apply to this Honourable Court for approval of such accounts. The fees of the Interim Receiver will be paid by such parties and on such terms as the Court may on application by the Plaintiffs and/or the Interim Receiver direct.

11. No one claiming an interest in any of the Records hereby brought under control of the Interim Receiver shall be at liberty to exercise such interest including without limitation any

right to possession of such Records except with the consent of the Interim Receiver or the Order of this Court first had and obtained.

12. Liberty is reserved to all or any interested party or parties to apply for further or other Orders upon 24 hours notice.

13. The Interim Receiver is at liberty from time to time to apply to this Court for advice and directions in discharge of its powers and duties hereunder.

14. The Interim Receiver or the Plaintiffs, as may be appropriate, shall be at liberty and are hereby authorized and empowered to apply, upon such notice as may be considered necessary or desirable, to any other Courts in any other jurisdictions, whether in Canada or elsewhere, for Orders recognizing the appointment of the Interim Receiver by this Court and confirming the powers of the Interim Receiver in such other jurisdictions and all Courts of all other jurisdictions are hereby respectfully requested to make such Order and provide such other assistance to the Interim Receiver, as an officer of this Court, as they may deem necessary or appropriate in furtherance of such purposes.

15. The Interim Receiver shall incur no personal or corporate liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

16. Any liability of the Interim Receiver whatsoever arising out of or from its appointment or the exercise of its powers hereunder shall be limited in the aggregate to the total remuneration earned by the Interim Receiver in the carrying out of its duties under this Order.

17. The appointment of Ernst & Young Inc. as Interim Receiver of the Records shall not operate as a conflict of interest or otherwise affect the suitability of Ernst & Young Inc. to act as the Receiver of all the property, assets and undertaking of the Defendants.

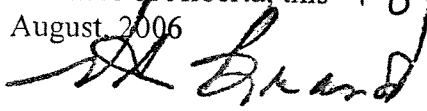
18. As soon as reasonably practicable after the Interim Receiver has taken custody of the Records and Business Premises, the Plaintiffs shall cause to be served on the Defendants the Statement of Claim, this Order, the Affidavits of Herb Veckenstedt and Paul Lipoth and the Plaintiff's Notice of Motion for the appointment of a Receiver and Manager over all the property, assets and undertaking of Integra and RDC by courier service at their registered offices,

and at the offices of counsel for Integra and RDC, and service in such a manner shall be deemed good and sufficient service.

" A. KENT "

J. C.Q.B.A.

ENTERED at the City of Calgary, in the
Province of Alberta, this 18 day of
August, 2006

Clerk of the Court

SCHEDULE "A"**THE RECORDS**

All documents and records including but not limited to any documents, records, articles, notes, information, instructions, correspondence sent and received, electronic mail, howsoever stored, fixed, expressed or embodied, including all such materials on all computer disks, hard drives, CD-ROM's, magnetic tapes and other electronic storage media, diaries or schedules pertaining in any way to the property, assets and undertaking of Integra or RDC or pertaining to the allegations set out in the Statement of Claim filed in this Action, including (without limiting the generality of the foregoing):

- (i) all books, accounts, securities, documents, contracts, deeds, papers and records of every kind relating to the property, undertaking or assets of Integra and RDC;
- (ii) all Reports from Integra and RDC to investors;
- (iii) all correspondence sent or received by Integra and RDC, including correspondence with investors and borrowers;
- (iv) all documents relating to the assets and liabilities of Integra and RDC, including all banking and financial records and legal documents evidencing real property mortgages in which Integra and RDC have or at any time had interests;
- (v) all evidence of funds received or paid by Integra and RDC including all evidence which would allow tracing of such funds;
- (vi) all investor contact information or lists;
- (vii) all emails on computers that have been sent and received that involve the property, assets or undertaking of Integra or RDC; and

any other evidence which relates in any way to the acts and omissions alleged in the Statement of Claim (the "Records").

SCHEDULE "B"**THE PREMISES**

"Business Premises" are defined as the business address of RDC located at 700, 10655 Southport Road S.W., Calgary, Alberta and its mailing address is 3012-17 Avenue S.E., Suite 405, #2, Calgary, Alberta.

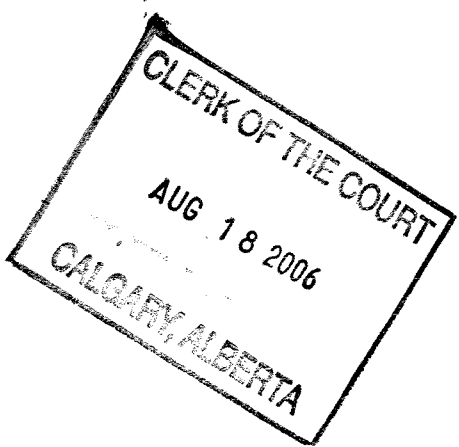
"Residential Premises" are defined as the residential address of Leandre St. Pierre situated at 506-18 Avenue N.W., Calgary, Alberta and the residential address of Maxine Cooke and Roy Jennix situated at 16 Wolf Willow Ridge, Elbow Valley, Calgary, Alberta.

"Premises" are defined as both Business Premises and Residential Premises.

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VECKENSTEDT, FRED PIPER, JOAN
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Plaintiffs

- and -

**INTEGRA INVESTMENT SERVICE LTD.
and RUNDLE DEVELOPMENT
CO-OPERATIVE**

Defendants

INTERIM RECEIVERSHIP ORDER

MAY JENSEN SHAWA SOLOMON LLP

Barristers and Solicitors
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Calgary, Alberta T2P 1C2

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File No.