

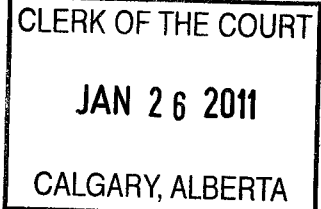
I hereby certify this to be a true copy of

the original Order

Dated this 26 day of Jan 2011

[Signature]
for Clerk of the Court

Clerk's stamp:



Court File Number: 1001-13706

Court: COURT OF QUEEN'S BENCH OF ALBERTA

Judicial Centre: CALGARY

Plaintiffs: NILE CAPITAL I S.À.R.L., NILE CAPITAL II S.À.R.L., LUXOR CAPITAL PARTNERS, LP and LUXOR CAPITAL PARTNERS OFFSHORE MASTER FUND, LP

Defendants: EARTHRENEW CORPORATION, EARTHRENEW, INC., EARTHRENEW IP HOLDINGS LLC, EARTHRENEW STRATHMORE 1 LP, EARTHRENEW STRATHMORE GENERAL PARTNER LTD., EARTHRENEW SOLUTIONS LP, EARTHRENEW OPERATIONAL EMPLOYEE LP, EARTHRENEW MANAGEMENT LP and EARTHRENEW MANAGEMENT GENERAL PARTNER LTD.

Document: ORDER (Sale Approval and Vesting Order)

Date on which Order was Pronounced: TUESDAY, JANUARY 25, 2011

Name of Justice who made this Order THE HONOURABLE MISTER JUSTICE G. C. HAWCO

Address for Service and Contact Information of Party Filing this Document:

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File 268930

UPON THE APPLICATION of counsel for RSM Richter Inc. in its capacity as receiver and manager (the "Receiver") of the assets, undertakings and property of the Defendants, EarthRenew Corporation, EarthRenew, Inc., EarthRenew IP Holdings LLC, EarthRenew

Strathmore 1 LP, EarthRenew Strathmore General Partner Ltd., EarthRenew Solutions LP, EarthRenew Operational Employee LP, Earthrenew Management LP and EarthRenew Management General Partner Ltd. (collectively "EarthRenew") (collectively the "Property"); **AND UPON** having read the Third Report of the Receiver, filed January 6, 2011, **AND UPON** reviewing the Order of Justice J. Strekaf dated October 18, 2010 and filed herein; **AND UPON** hearing counsel for the Plaintiff, and the Purchaser (as that term is defined herein), Counsel for Crop Production Services Inc. ("CPS") and from any other parties who may be present; **AND UPON** it appearing that the sale of the Property is just, fair and appropriate in all the circumstances and in the best interests of the receivership estate;

AND UPON NOTING THAT Notwithstanding any other provision of this Order:

- (a) no determination has been made by this Order regarding whether or not any right, obligation, title or interest under an alleged Product Off Take Agreement dated May 20, 2009 (the "Alleged Contract") between EarthRenew, Inc. and CPS is or may be assigned without CPS's consent;
- (b) CPS reserves all rights, to the extent they exist, with respect to any assignment of any right, obligation, title or interest in the Alleged Contract; and
- (c) the Property to be sold and transferred to 0890241 B.C. Ltd. (the "Purchaser") pursuant to the Stalking Horse Agreement of Purchase and Sale dated October 13, 2010 (referred to below) shall include, subject to election by the Purchaser prior to closing under the Contract otherwise, the cause(s) of action of EarthRenew, Inc. in the Superior Court of the State of California, County of Fresno, case number 09CECG02733DRF, inclusive of all right, title and interest of EarthRenew Inc., in respect of the California Action.

THE COURT IS CONVINCED AND HEREBY ORDERS AND DECLARES THAT:

Service:

1. The time for service of the application materials in support thereof is hereby abridged to the date of actual service and that service is hereby approved, this application is properly returnable today and further service of the application and supporting materials is hereby dispensed with.

Approval of Transaction:

2. The Stalking Horse Agreement of Purchase and Sale dated October 13, 2010 (the "Contract") between the Purchaser and the Receiver, that is described in and attached to the Receiver's First Report, for the sale of the Property, is hereby approved and ratified. The consideration may be paid by way of a reduction in the Plaintiffs' claim as against EarthRenew as this Court has previously determined the Defendants are bound by the Plaintiffs' Secured Debentures.
3. The Receiver is hereby authorized to conclude the transaction contemplated by the Contract (the "Transaction") and to take all such steps and execute all such documents as may reasonably be necessary to complete the Transaction contemplated therein.

Vesting of Property:

4. Upon closing of the Transaction, all of the Defendants' right, title and interest, in and to the Property shall, without further instrument of transfer or assignment, vest in the Purchaser as contemplated by the Contract, absolutely and forever, free and clear of and from any and all claims by, through, or under the Defendants, and any of them, other than claims arising under the September 15, 2010 Receivership Order, as amended, which claims shall continue against the Property and free and clear of and from any and all estate, right, title, interest, and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, easements, covenants, caveats, encumbrances or other rights, limitations or restrictions of any nature whatsoever including, without limitation, any rights or interests of any creditors of the Defendants whether or not they have attached or have been perfected, registered or filed, whether secured or unsecured or otherwise,

whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "Claims"), and whether such Claims came into existence prior to, subsequent to, or as a result of any previous order of this Court, by or of all persons or entities of any kind whatsoever, including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executives, administrators or other legal representatives (collectively, the "Claimants"), including for greater certainty and without limiting the generality of the foregoing: (i) the Claims held by or in favour of the individuals and entities served (either directly or through their solicitors) with this Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order of this Court in these proceedings.

5. The Purchaser shall, by virtue of the completion of the Transaction, have no liability of any kind whatsoever to any Claimants in respect of any Claims any of the Claimants may have against the Defendants, or any of them.
6. The Transaction shall not be void or voidable at the instance of Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, oppressive, or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") or any other applicable federal or provincial legislation, and the Transaction, or any actions taken in connection therewith, shall not constitute conduct meriting an oppression remedy.
7. Nothing in this Order shall prejudice any person's *in personam* claim against any of the Defendants.
8. The Receiver is hereby authorized and directed to:
 - (a) perform the covenants in the Contract substantially in accordance with its terms, subject to such amendments as the Receiver and the Purchaser may approve which do not materially and adversely alter the Transaction; and

- (b) execute all deeds and documents, and to take all such steps as may be necessary or advisable in his sole discretion to consummate the Transaction.
9. The Purchaser shall have possession of the Property immediately upon closing of the Transaction, at which time the Defendants and any other person having possession of the Property shall deliver up possession of same to the Purchaser, and in default of possession being delivered up as aforesaid a Writ of Possession shall issue without further Order.
10. This Order shall be registered by the Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L-7.
11. The Receiver, the Plaintiff and the Purchaser are at liberty to reapply for further advice, assistance and direction as may be necessary to give full force and effect to the terms of this Order.
12. 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.
13. 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.

"Justice Hawko"
Justice of the Court of Queen's Bench of Alberta