Clerk's stamp:

Court File Number	1001-13706
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
Plaintiff	NILE CAPITAL I S.Á.R.L., NILE CAPITAL II S.Á.R.L., LUXOR CAPITAL PARTNERS, LP and LUXOR CAPITAL PARTNERS OFFSHORE MASTER FUND LP
Defendant	EARTHRENEW CORPORATION, EARTHRENEW, INC., EARTHRENEW IP HOLDINGS LLC, EARTHRENEW STRATHMORE 1 LP, EARTHRENEW STRATHMORE GENERAL PARTNER LTD., EARTHRENEW SOLUTIONS LP, EARTHRENEW OPERATION EMPLOYEE LP, EARTHRENEW MANAGEMENT LP and EARTHRENEW MANAGEMENT GENERAL PARTNER LTD. (collectively "The EarthRenew Group of Companies")
Document	RECEIVER'S FOURTH REPORT

Address for Service and Contact Information of Party Filing this Document:	Macleod Dixon LLP 3700 Canterra Tower 400 Third Avenue SW Calgary, Alberta T2P 4H2 Phone: 403-267-8144 Fax: 403-264-5973 howard.gorman@macleoddixon.com Attention: Howard Gorman

Fourth Report to the Court of
RSM Richter Inc.
as Receiver and Manager of the
EarthRenew Group of Companies

RSM Richter Inc.
Calgary, May 6, 2011

Table of Contents

Index of Exhibits

Exhibit "A"	Letter from Macleod Dixon LLP to Osler, Hoskin & Harcourt, dated March 11, 2011.
Exhibit "B"	February 18, 2011 Order of the US Bankruptcy Court for the District of Delaware (I) Recognizing and enforcing the order of the Canadian Court authorizing and approving the sale of substantially all of the debtors assets, (II) Authorizing and approving the sale free and clear of any and all liens, claims, encumbrances and other interests, and (III) Granting certain related relief.
Exhibit "C"	List of Known or Potential Creditors of EarthRenew Inc.
Exhibit "D"	Excluded Asset Schedule.

INTRODUCTION

1. On September 15, 2010, the Court of Queen's Bench of Alberta (the "Court") issued an order (the "Receivership Order") appointing RSM Richter Inc. ("Richter") as the Receiver and Manager (the "Receiver") of the EarthRenew Group of Companies ("EarthRenew Group" or the "Company").

2. Richter has filed reports with the Court as the Receiver in this matter dated October 13, 2010 (the "First Report"), October 27, 2010 (the "Second Report"), January 5, 2011 (the "Third Report") and January 24, 2011 (the "First Supplemental Report") (collectively, the "Previous Reports").

Purpose of this Report

3. The purpose of this report ("Report") is to:

   a) Summarize the activities of the Receiver since the First Supplemental Report;

   b) Request that EarthRenew's US entities, namely EarthRenew, Inc. and EarthRenew IP Holdings LLC (the "US Entities") be discharged from receivership; and

   c) Respectfully recommend that this Honourable Court grant an order to authorize and direct the Receiver to take whatever steps are necessary to finalize the administration of the Receivership of the US Entities, including, but not limited to preparing a final report to the Official Receiver, closing bank accounts, and filing GST returns, and that the fees and disbursements of the Receiver in respect of such activities be approved without further order of the Court.

Currency

4. All currency references are in Canadian dollars unless otherwise specified.

Terms of Reference

5. In preparing this Report, Richter has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management. Richter has not performed an audit or other

verification of such information. An examination of the Company's financial forecasts as outlined in the *Canadian Institute of Chartered Accountants Handbook* has not been performed. Future oriented financial information relied upon in this Report is based on management's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. As such, Richter expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by Richter, in preparing this Report.

RECEIVER'S ACTIVITIES

6. Since the date of the First Supplemental Report, the Receiver has carried out the actions detailed below.

Sales Process

7. A Sale Approval and Vesting Order was granted by the Court on January 26, 2011 (the "Sale Approval and Vesting Order"). Prior to closing the sale with the purchaser, 089021 B.C. Ltd. ("089"), it was necessary to obtain a Court Order in the United States recognizing and enforcing the Canadian Sale Approval and Vesting Order.

8. Under the Sale Approval and Vesting Order, 089 agreed to advise Crop Production Services Inc. ("CPS") which assets, if any, were to be excluded from the sale. CPS is party to a California lawsuit with EarthRenew, Inc. (the "California Lawsuit").

9. Attached as Exhibit "A" is a letter from the Receiver's counsel Macleod Dixon LLP ("Macleod Dixon") informing CPS's counsel that the California Lawsuit was not excluded from the sale.

US Recognition Order

10. As described in the Previous Reports, the Company, through EarthRenew, Inc., owns equipment and inventory in the United States. To protect and potentially realize upon the Company's business and assets in the United States, the Receiver was granted a provisional order and final order under the US Bankruptcy Code (the "US Code") recognizing the Receivership Order and the Canadian receivership proceedings as foreign main proceedings under section 1517 of the US Code.

11. On February 18, 2011, the US Bankruptcy Court for the District of Delaware (the "US Court") issued an order recognizing and enforcing the Sale Approval and Vesting Order authorizing and approving the sale of substantially all of the Company's assets and authorizing and approving the sale free and clear of any and all liens, claims, encumbrances and other interests (the "US Sales Order"). A copy of the US Sales Order is attached as Exhibit "B".

The US Entities

12. The Sale to 089 closed on April 13, 2011. The sale included the common shares of the US Entities. The known creditors of EarthRenew Inc. are attached as Exhibit "C". The Receiver has not verified the creditor claims. The creditors of the US Entities are unaffected by the receivership. Consequently the assets and liabilities of the US Entities are unchanged as a result of the receivership and subsequent discharge of the US Entities from receivership.

13. The Receiver is not aware of any creditors of EarthRenew IP Holdings LLC.

14. The Receiver's legal counsel, Macleod Dixon opined on the Applicant's security (the "Secured Debentures") as reported in the First Report (the "Opinion"). The Opinion

stated that the security was properly registered and created a legal, valid and binding obligation in favour of the Applicants.

15. The Opinion stated that Macleod Dixon was unable to confirm that the Secured Debentures constitute legal, valid and binding obligations against the subsidiaries of EarthRenew Corporation (including the US Entities) (the “Subsidiaries”) as the Subsidiaries were not signatories to the Secured Debentures.

16. On motion by the Applicants, on October 29, 2010 the Court granted an Order binding the Subsidiaries (including the US Entities) to the same terms and conditions of the Secured Debentures as EarthRenew Corporation.

17. The Applicants therefore retain a first charge over all the assets of the US Entities.

Scientific Research and Experimental Development Tax Credit Claims

18. The Receiver understands there may be certain Scientific Research and Experimental Development (“SR&ED”) claims (the “SR&ED Claims”) available to EarthRenew (specifically, EarthRenew Corporation) and these form a potential asset in the receivership. The proceeds to be received would be captured by Luxor’s security.

19. The SR&ED Claims were excluded from the sale (as set out in the Excluded Asset Schedule which is attached as Exhibit “D”) as SR&ED Claims are only available to EarthRenew Corporation and they cannot be sold or transferred. The Receiver is assisting the purchaser to prepare and file the SR&ED Claims. In order to obtain the SR&ED Claims refunds, EarthRenew must remain in good corporate standing at Alberta Corporate Registry. To facilitate the SR&ED Claims, the Receiver must remain in place in respect of EarthRenew Corporation and the Canadian subsidiaries.

20. Discharge of the Receivership of the remaining EarthRenew entities will be forthcoming upon completion of the administration of the same.

CONCLUSIONS AND RECOMMENDATIONS

21. The sale of the assets of EarthRenew to 089 has closed.

22. The shares in the US Entities have been sold free and clear of any and all encumbrances in accordance with the Sale Approval and Vesting Order and the US Sales Order.

23. There is no requirement for the US Entities to remain in receivership.

24. Based on the foregoing, and subject to any direction from the Court in respect of the within Action, the Receiver respectfully recommends that this Honourable Court issue an order:

    a) discharging the US entities from receivership;

    b) authorizing and directing the Receiver to take whatever steps are necessary to finalize the administration of the receivership of the US Entities, including, but not limited to preparing a final report to the Official Receiver, closing bank accounts, and filing a GST return, and that the fees and disbursements of the Receiver in respect of such activities be approved without further order of the Court; and

    c) approving the Receiver's actions and those of its legal counsel in respect of administering the receivership of the US Entities.

* * *

All of which is respectfully submitted this 6th day of May, 2011.

RSM Richter Inc.

RSM RICHTER INC.
IN ITS CAPACITY AS RECEIVER AND MANAGER OF
THE EARTHRENEW GROUP
AND NOT IN ITS PERSONAL CAPACITY

Macleod Dixon LLP

Our File: 268930

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Assistant
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March 11, 2011

Via Email

A. Robert Anderson
Osler, Hoskin & Harcourt
Barristers & Solicitors
2500, 450 - 1st Street SW
Calgary, Alberta
T2P 5H1

Dear Sirs:

Re: EarthRenew Group of Companies

The Receiver anticipates concluding the sale to 0890241 B.C. Ltd. ("0890241") in accordance with the January 25, 2011 Sale Approval and Vesting Order early next week.

The purchaser has elected not to exclude the California lawsuit involving EarthRenew, Inc. and your client, Crop Production Services Inc. In conjunction with the closing, 0890241 will be acquiring all of the shares of EarthRenew, Inc. and, as such, will have shareholder control over EarthRenew, Inc. as a litigant in the California proceedings.

Yours truly,

Macleod Dixon LLP

Howard A. Gorman

c: Aird & Berlis LLP, Attn: Steve Graff, Email
c: RSM Richter Inc., Attn: Robert Taylor, Email

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 15
EarthRenew IP Holdings LLC, et al.[1]	:	Case No. 10-13363 (CSS)
	:	Jointly Administered
Debtors in a Foreign Proceeding.	:	**Ref. Docket Nos.: 55 & _____**

ORDER, PURSUANT TO SECTIONS 105(a), 363, 1501, 1507, 1520 AND 1521 OF THE BANKRUPTCY CODE, AND BANKRUPTCY RULES 2002 AND 6004, (I) RECOGNIZING AND ENFORCING THE ORDER OF THE CANADIAN COURT AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS, (II) AUTHORIZING AND APPROVING THE SALE FREE AND CLEAR OF ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, AND (III) GRANTING CERTAIN RELATED RELIEF

Upon consideration of the motion (the "Motion")[2] of RSM Richter Inc. ("RSM" or the "Receiver"), in its capacity as the court-appointed receiver and duly authorized foreign representative for the above-captioned debtors (collectively, the "Debtors") in Canadian receivership proceedings (the "Canadian Receivership Proceeding") commenced under the Bankruptcy and Insolvency Act (Canada), R.S.C. 1985, c. B-3, as amended, pending before the Court of Queen's Bench of Alberta in the Judicial District of Calgary, for the entry of an order, pursuant to sections 105(a), 363, 1501, 1507, 1520 and 1521 of title 11 of the United States

[1] The Debtors in the Chapter 15 Cases, along with the last four digits of their United States Tax Identification Number or Canadian Business Number, as applicable, are: EarthRenew IP Holdings LLC ("EarthRenew IP"); EarthRenew Corporation (0985); EarthRenew, Inc. (1813); EarthRenew Management General Partner Ltd. (2218); EarthRenew Management LP (5417); EarthRenew Operational Employee LP (2155); EarthRenew Solutions LP (6554); EarthRenew Strathmore 1 LP (3013); and EarthRenew Strathmore General Partner Ltd. (7013). The Debtors' corporate headquarters are located at, and the mailing address for the Debtors is, 1925 18th Avenue N.E., Suite 201, Calgary, Alberta, T2E 7T8, Canada. Only EarthRenew, Inc. maintains a United States Tax Identification Number. Canadian Business Numbers have been listed for the other Debtors, with the exception of EarthRenew IP, which is a United States entity disregarded for tax purposes and therefore does not maintain a United States Tax Identification Number.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Code, 11 U.S.C. §§ 101 et seq. ("Bankruptcy Code"), Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 6004-1(b) of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), (i) recognizing and enforcing that certain Sale Approval and Vesting Order (the "Canadian Sale Order," a copy of which is attached hereto as Exhibit 1) entered by the Canadian Court on January 26, 2011 in the Canadian Receivership Proceeding, pursuant to which the Canadian Court authorized and approved the sale (the "Sale") of the Debtors' Assets to 089021 B.C. Ltd. (the "Purchaser" or "089") pursuant to the terms and conditions of that certain Agreement of Purchase and Sale (the "Asset Purchase Agreement," a copy of which is attached as Exhibit A to the Motion), dated October 13, 2010, by and between RSM, solely in its capacity as the Receiver, and 089, (ii) authorizing and approving the Sale free and clear of any and all liens, claims, encumbrances and other interests, and (iii) granting certain relief related thereto; and upon the Taylor Declarations; and the Court having previously entered the Recognition Order and the U.S. Sale Procedures Order; and the Court having considered and reviewed the Canadian Sale Order; and the Court finding that (i) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and (iii) venue is proper in this Court and this District pursuant to 28 U.S.C. § 1410; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor, the Court finds and concludes as follows:

(i) The relief granted herein is necessary and appropriate, in the interest of the public and international comity, consistent with the public policy of the United States, warranted pursuant to section 1521 of the Bankruptcy Code, and will not cause any hardship to any parties in interest that is not outweighed by the benefits of the relief granted.

(ii) The Purchaser has acted in good faith, within the meaning of section 363(m) of the Bankrutpcy Code, and cause has been shown as to why this Order should not be subject to the stay provided for by Bankruptcy Rule 6004(h).

(iii) Time is of the essence in consummating the Sale. To maximize the value of the Assets, it is essential that the Sale occur within the time constraints set forth in the Asset Purchase Agreement and as otherwise deemed necessary by the Receiver.

(iv) The relief requested in the Motion is in the best interests of the Receiver, the Debtors' estates and creditors, and other parties in interest in the Chapter 15 Cases.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.

2. The Canadian Sale Order is hereby given full force and effect in the United States.

3. The consideration provided by the Purchaser under the Asset Purchase Agreement is fair and reasonable.

4. The Debtors, the Purchaser and American Warehouse, Inc. ("American Warehouse") hereby agree that upon the closing of the Sale the Purchaser shall promptly pay American Warehouse $64,086.10 on account of its alleged warehousemen's lien and that the American Warehouse's objection [D.I. 61] to the Sale is hereby withdrawn.

5. To the extent not inconsistent with the Canadian Sale Order, the sale of the Assets by the Receiver to the Purchaser shall constitute a legal, valid and effective transfer of the

Receiver's and the Debtors' right, title and interest in the Assets notwithstanding any requirement for approval or consent by any person or entity and shall vest the Purchaser with any and all right, title and interest of the Receiver and the Debtors in and to the Assets free and clear of any and all Liens pursuant to section 363(f) of the Bankrutpcy Code.

6. The Purchaser is hereby found to be a good faith purchaser under section 363(m) of the Bankruptcy Code.

7. The Canadian Sale Order and this Order shall be binding upon and govern the acts of any and all filing agents, filing officers, administrative agencies and units, governmental departments and units, secretaries of state, federal, state and local officials, and other persons and entities which may be required by operation of law, the duties of their office or contract to accept, file, register or otherwise record or release any documents or instruments or which may be required to report or insure any title or state of title in or to the Assets.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, without limitation, Bankruptcy Rule 6004(h): (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Receiver is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (iii) the Receiver is authorized and empowered, and may in its discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

9. Notwithstanding Bankruptcy Rules 6004 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Receiver and the Debtors, on the one hand, and the Purchaser, on the other hand, are free to close under the Asset Purchase Agreement at any time, subject to the terms of the Asset Purchase Agreement. In the

absence of any person or entity obtaining a stay pending appeal, if the parties close under the Asset Purchase Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to all of the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Asset Purchase Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

10. Subject to the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement and any related agreements may be waived, modified, amended or supplemented by agreement of the Receiver and the Purchaser, without further action or order of the Court; provided, however, that any such waiver, modification, amendment or supplement does not have a material adverse effect on the Debtors' estates and substantially conforms to, and effectuates, the Asset Purchase Agreement and any related agreements.

11. The failure specifically to include any particular provisions of the Canadian Sale Order or the Asset Purchase Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court, the Receiver and the Purchaser that the Canadian Sale Order and the Asset Purchase Agreement and any related agreements are authorized and approved in their entirety, and in the case of the Asset Purchase Agreement and any related agreements, with such amendments thereto as may be made by the parties in accordance with the terms and conditions of the Canadian Sale Order, the Asset Purchase Agreement and this Order.

12. To the extent any provisions of this Order conflict with the terms and conditions of the Asset Purchase Agreement, this Order shall govern and control.

13. This Court shall retain jurisdiction with respect to any and all matters, claims, rights or disputes arising from or related to the Motion or the implementation or interpretation of this Order.

Dated: Wilmington, Delaware
February 18, 2011

Christopher S. Sontchi
United States Bankruptcy Judge

EXHIBIT 1

Canadian Sale Order

I hereby certify this to be a true copy of
the original Order
Dated this 26 day of Jan 2011
for Clerk of the Court

Clerk's stamp:

CLERK OF THE COURT
JAN 26 2011
CALGARY, ALBERTA

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:	Macleod Dixon LLP 3700 Canterra Tower 400 Third Avenue SW Calgary, Alberta T2P 4H2 Phone: 403-267-8222 Fax: 403-264-5973 howard.gorman@macleoddixon.com Attention: Howard A. Gorman 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

Exhibit "C"

EarthRenew, Inc. - In Receivership
List of Known or Potential Creditors as at May 6, 2011
C$, Unaudited

Secured	Name	Address	Claim Amount
Secured creditors	Nile Capital I S.A.R.L, Nile Capital II S.A.R.L, Luxor Capital Partners LP, and Luxor Capital Partners Offshore Master Fund LF	c/o Aird & Berlis LLP, 181 Bay Street, Suite 1800, Box 754, Toronto ON M5J 2T9	6,500,000.00
			6,500,000.00
Unsecured creditors	A2D2 Electronics LLP	1219 N 21st Street Superior,WI,54880,USA	10,220.00
	ADP,Inc.	PO Box 78415Phoenix AZ 85062-8415 USA	75.00
	Airlake Industrial Services Inc.	8425 - 213th Street West Lakeville MN 55044 USA	3,996.00
	Alwen Hough Johnson Ltd.	2 Minster Court, Mincing Lane, London United Kingdom	0.00
	American Cartage Co.	P.O. BOX 2879, Fresno CA 93745 USA	1,520.51
	American Warehouse Co., Inc.	3150 S. Willow Avenue, Fresno CA 93725 USA	64,086.10
	AT&T	2727 S El Camino Real Suite G, San Mateo CA 94403 USA	0.00
	Automatic Data Processing	Central 7000 Village Drive Buena Park CA 90621 USA	75.00
	Aviva Insurance Company	2206 Eglinton Avenue East, Scarborough ON M1L 4S8	0.00
	Baghouse & Industrial Sheet Metal Services, Inc.	1731 Pomona Road, Corona CA 92880-6963 USA	216,443.00
	Bliss Industries LLC	P.O. Box 910, 1415 W. Summit Avenue, Ponca City OK 74602 USA	0.00
	Bowen Miclette & Britt	111 North Loop West, Suite 400, Houston TX 77292-2022 USA	0.00
	Branch Warehouse Corporation	PO Box 71495, Bakersfield CA 93387 USA	1,282.00
	Broadway Premium Funding Corp.	PO Box 66468, Chicago IL 60666-0468	2,419.94
	BSK Associates	Suite C-1, 567 W Shaw Ave, Fresno CA 93704	178.88
	Buchanan Ingersoll & Rooney PC	One America Plaza, 600 West Broadway, Suite 1100, San Diego CA 92101-3387 USA	0.00
	California Chamber of Commerce	PO Box 537016 Sacramento CA 95853	399.00
	California Pellet Mill	1114 East Wabash Avenue, Crawfordsville IN 47933 USA	26,994.00
	California State University, Fresno Foundation	Fresno Foundation, 4910 N. Chestnut Avenue, Fresno CA 93726	66,974.16
	Caltronics Business Systems	10491 Old Placerville Road, Sacramento CA 95827 USA	105.25
	Carbotec Bioconversions LLC	221 W. Riverridge Ave., Fresno CA 93711	3,840.00
	Caterpillar Financial Services	2120 West End Avenue, Nashville TN 37203 USA	0.00
	Chartis Insurance Company	145 Wellington Street West, Toronto ON M5J 1H8, GL4177986	0.00
	Cisco Capital	170 West Tasman Drive, San Jose CA 95134 USA	0.00
	CIT Financial Ltd.	PO Box 5060, 5035 South Service Road, Burlington ON L7L 6M9	0.00
	CIT Technology Fin Serv, Inc.	P.O. Box 100706, Pasadena CA 91189 USA	774.79
	Coen, Aaron	5013 West Mesa, Fresno CA 93722 USA	0.00
	Comcast	P.O. Box 34744, Seattle WA 98124-1744 USA	164.95
	Commerce & Industry Insurance Company	145 Wellington Street W, Toronto ON M5J 1H8	0.00
	CPA Global Limited	Liberation House, Castle Street, St.Helier, Jersey JE1 1BL,Channel Islands	8,214.96

Crowfoot Ford Sales Limited	Crowfoot Circle NW, Calgary,AB,T3G 3J8	2,981.40
Dellavalle Laboratory Inc.	Suite 110, 1910 W. McKinley, Fresno CA 93728 USA	7,059.81
DeMartini, Lisa	243 Hedge Road, Menlo Park CA 94025 USA	0.00
Dillahunty, Gene	107 San Pedro Road, Half Moon Bay CA 94025 USA	0.00
DLA Piper LLP (US)	The Marbury Building, 6225 Smith Avenue, Baltimore MD 21209-3600 USA	200,825.68
EarthRenew Strathmore 1 LP	c/o RSM Richter Inc. 3810, Bow Valley Square 2, Calgary T2P 2V7	70,299.81
Easylease Corp	23 Lesmill Road, Suite 302, Toronto ON M3B 3P6	0.00
EDEC, Inc.	Suite 2890, 6855 Jimmy Carter Blvd, Norcross GA 30071 USA	17,000.00
Fedkenheuer, Al	3208 Bearspaw Drive NW, Calgary AB T2L 1T2	808,598.78
Flatiron Capital	Suite 1300, 950 - 17 Street, Denver CO 80202 USA	0.00
Flexible Compensators Inc.	720 Main Street, Hellertown PA 18055-1513 USA	6,026.00
Flexible Compensators Inc. (Hellertown)	6864 Chrisphalt Drive, Bath PA 18014-8503 USA	0.00
Forsbergs, Inc.	P.O. Box 510, 1210 Pennington Avenue, Thief River Falls MN 56701 USA	6,716.00
Garry Montierth - Exp	P.O. Box 27513, Fresno CA 93720	1,537.45
GCAN Insurance Company	181 University Avenue, Suite 1000, Toronto ON M5H 3M7	0.00
General Tool Company	Dept 637, 101 Landy Lane, Cincinnati OH 45215 USA	113,219.00
Greater Fresno Area Chamber of Commerce	2331 Fresno Street, Fresno CA 93721	464.00
Grier, Lloyd	20810 East Cameron Ridge Drive, Cypress TX 77433 USA	0.00
Heart of Nature	34710 7th Standard RD, Bakersfield CA 93314	3,075.00
Heffernan Seubert & French LLP	1075 Curtis Street, Menlo Park CA 94025 USA	0.00
HKMB HUB International	595 Bay Street, Suite 900, Toronto ON M5G 2E3	0.00
HMB Alarm	P.O. Box 1012, Half Moon Bay CA 94019 USA	0.00
Ibberson Engineering Inc.	828 Fifth Street South, Hopkins MN 55343-7750 USA	0.00
Integrated Power Services	1500 East Main Street, La Porte TX 77571 USA	0.00
Interstates Engineering Systems Inc.	538 - 12 Street NE, Sioux Center IA 51250 USA	29,378.00
IPxLaw Group LLP	95 South Market Street, Suite 570, San Jose CA 95113 USA	69,702.69
Jacobs Corporation	2510 S 12th Street, P.O. Box 727, Harlan IN 51537 USA	224,336.00
Jomida LLC / JJS Storage	P.O. Box 33449, Hartford CT 06150-3449 USA	0.00
Kiem TS Inc. (Kiem Transport Yard)	P.O. Box 226, 1249 N 9th Street, Sabetha KS 66534-0226 USA	13,800.00
Kimble, MacMichael & Upton	PO Box 9489, Fresno CA 93792-9489	403.00
Livingston	P.O. Box 70, Fort Erie ON L2A 5M6	81.55
Manco Abbott, Inc.	P.O. Box 9440, Fresno CA 93792-9440 USA	142.98
Marlborough Group LLC	#831, 1325 Howard Avenue,Burlingame CA 94010 USA	0.00
Matson Alarm	8401 North Fresno Street, Fresno CA 93720 USA	260.30
MCAP	400 - 200 King Street West, Toronto ON M5H 3T4	0.00

Merchant & Gould	3200 IDS Center, 80 South Eighth Street, MInneapolis MN 55402 USA	140,339.00
Michaelson, Charles	unknown	0.00
Montierth, Garry	P.O. Box 27513, Fresno CA 93720 USA	0.00
Murphy Bank	#101, 5180 North Palm Ave., Fresno CA 93704 USA	970.83
New Prague Storage	156 - 15 Street SW, New Prague MN 56071 USA	0.00
Office Depot	PO BOX 88040, Chicago IL 60680-1040	111.90
O'Melveny & Myers LLP	1999 Avenue of the Stars, 7th Floor, Los Angeles CA 90067-6035 USA	0.00
Pacific Gas and Electric Company	PO Box 997300, Sacramento CA 95899-7300 USA	1,435.26
Paraclete Transport Ltd.	Box 1028, PL 1516 Hwy.1 W, Portage La Prairie MB R1N 3C5	3,000.00
Phoenix Process Engineering, Inc.	Suite 305, 1053 Cave Springs Road, Saint Peters MO 63376-5 USA	197,840.64
Provost & Pritchard Engineering Group	286 W. Cromwell Avenue, Fresno CA 93711-6168 USA	28,558.45
R3 Ag Consulting, LLC	Suite 111, 1629 Pollasky, Clovis CA 93612	2,424.11
RBSmith Consulting	8814 North Fifth St., Fresno CA 93720	12,955.44
Roynat Capital	40 King Street West, 26th Floor, Toronto ON M5H 1H1	0.00
RWG (Rolls Wood Group)	c/o US Turbine, 266 Circle Freeway Drive,Cincinnati OH 45246 USA	21,565.00
Schneider National, Inc.	PO Box 57551, Station A, Toronto ON M5W 5M5	2,875.00
Scott Equipment Company (Scott Drying Systems)	605 - 4th Avenue NW, New Prague MN 56071 USA	130,115.00
Scott Murdock Trailer Sales	3550 S County Road 5, Loveland CO 80537-8742 USA	0.00
Scottsdale Insurance Company	8877 N. Gainey Center Drive, Scottsdale AZ 85258 USA	0.00
ServiceMaster by J&C Brown	4625 W Jennifer Ste 119, Fresno CA 93722 USA	1,897.47
Shri Doraiswamy	1330 Old Spanish Trail #7106, Houston TX 77054	3,500.00
Society for Human Resource Management	PO Box 791139, Baltimore MD 21279-1139	160.00
Sprint	Carol Stream IL 60197-4181 USA	629.30
Stoel Rives LLP	900 SW Fifth Ave., Suite 2600, Portland OR 97204 USA	15,870.00
T.E. Ibberson Company	828 Fifth Street South, Hopkins MN 55343 USA	10,791.00
T.E. Ibberson	650 Railroad Avenue, Gaylord MN 55334 USA	9,744.00
T.R.U. Holdings Inc.	3855 - 9th Avenue N, Lethbridge AB T1H 6G8	1,100.00
Travelers Insurance	One Tower Square, Hartford CT 06183-0001 USA	0.00
UPS USA	PO Box 894820, Los Angeles CA 90189-4820 USA	54.73
US Turbine LLC	366 Circle Freeway Drive, Cincinnati OH 45246 USA	118,460.00
Verizon Wireless	P.O. Box 660108, Dallas TX 75266-0108 USA	1,136.10
Weber, Sharilyn	12419 Via Tuscania, Clovis CA 93619 USA	0.00
Zurich Insurance	400 University Avenue, Toronto ON M5G 1S7 8434500	0.00
		2,689,204.22

NOTICE OF EXCLUDED ASSETS

TO: **RSM RICHTER INC.**, solely in its capacity as court-appointed receiver and manager of the property, assets and undertaking of the 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, the "**EarthRenew Companies**"), and not in its personal capacity (the "**Receiver**")

RE: Agreement of Purchase and Sale made as of October 13, 2010 between **0890241 B.C. LTD** (the "**Purchaser**"), and the Receiver (the "**Agreement**")

Capitalized terms used herein and not defined have the meanings given to them in the Agreement.

Pursuant to section 3.2 of the Agreement but subject to the terms hereof, the Purchaser hereby gives notice that it is exercising its option to exclude the assets of the EarthRenew Companies listed on **Schedule "A"** hereto from the Transaction contemplated by the Agreement. For greater certainty but subject to the terms hereof, the assets listed on **Schedule "A"** hereto shall be considered Excluded Assets under the Agreement.

For greater certainty, and it is acknowledged by the parties hereto that: (i) notwithstanding that the assets, property and undertaking of each of EarthRenew, Inc. and EarthRenew IP Holdings LLC (collectively, the "**US Subsidiaries**") listed on **Schedule "A"** hereto shall be considered Excluded Assets under the Agreement, all of the equity interests of each of the US Subsidiaries shall not be considered Excluded Assets and title to same shall pass to the Purchaser free and clear of any and all Claims (as defined in the Approval and Vesting Order issued by the Court of Queen's Bench, Calgary on January 25, 2011 (the "**Approval And Vesting Order**")). For greater certainty, it is further acknowledged by the parties hereto that the said Excluded Assets of the US subsidiaries shall remain assets of the US Subsidiaries, and shall transfer with the US Subsidiaries themselves as part of the Agreement and the Approval and Vesting Order; and (ii) while the outstanding equity interests of each of Earthrenew Strathmore 1 LP, EarthRenew Management General Partner Ltd., EarthRenew Solutions LP, EarthRenew Operational Employee LP, Earthrenew Management LP and EarthRenew Strathmore General Partner Ltd. (collectively, the "**Canadian Subsidiaries**") shall be considered Excluded Assets, the assets, property and undertaking of each of the Canadian Subsidiaries shall not be considered Excluded Assets and title to same shall pass to the Purchaser free and clear of Claims (as per the Approval and Vesting Order).

[Signature page follows]

DATED this _______ day of April, 2011.

0890241 B.C. LTD

By: ______________________________
Name:
Title:

AGREED TO AND ACKNOWLEDGED this 8 day of April, 2011.

RSM RICHTER INC., solely in its capacity as court-appointed receiver and manager of the property, assets and undertaking of the EarthRenew Companies, as not in its personal capacity

By: ______________________________
Name: J.S. Allan
Title: Vice President

SCHEDULE "A"
EXCLUDED ASSETS

	Excluded Asset	Current Owner of the Asset	Ultimate Owner of the Asset
1.	All assets of EarthRenew, Inc. (tangible and intangible) (including w/o limitation, all IP and equipment)	Earthrenew, Inc.	EarthRenew, Inc.
2.	All of the property, assets and undertaking of EarthRenew IP Holdings LLC (tangible and intangible)	EarthRenew IP Holdings LLC	EarthRenew IP Holdings LLC
3.	All of the equity interests of each of the following entities owned by Earthrenew Corporation: (a) Earthrenew Strathmore 1 LP (b) EarthRenew Management General Partner Ltd. (c) EarthRenew Solutions LP (d) EarthRenew Operational Employee LP (e) Earthrenew Management LP (f) EarthRenew Strathmore General Partner Ltd.	EarthRenew Corporation	EarthRenew Corporation
4.	All of the equity interests of each of the following entities owned by EarthRenew Management General Partner Ltd.: (a) EarthRenew Solutions LP (b) EarthRenew Operational Employee LP (c) Earthrenew Management LP	EarthRenew Management General Partner Ltd.	EarthRenew Management General Partner Ltd.
5.	All of the equity interests of each of the following entities owned by EarthRenew Strathmore General Partner Ltd.: (a) Earthrenew Strathmore 1 LP	EarthRenew Strathmore General Partner Ltd.	EarthRenew Strathmore General Partner Ltd.
6.	All Scientific Research and Experimental Development tax credits owing to any of the EarthRenew Companies	EarthRenew Companies	EarthRenew Companies
7.	The right, title and interest in the litigation involving Stirdon Betker, A Division of United Farmers of Alberta Co-operative Limited and EarthRenew Organics Ltd.	EarthRenew Corporation	EarthRenew Corporation

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