CLERK OF THE COURT
FILED
SEP 26 2013
JUDICIAL CENTRE
OF CALGARY

Clerk's Stamp

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
COMPANIES	IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED AND IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9 AND IN THE MATTER OF 1252064 ALBERTA LTD. 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC.
DOCUMENT	**TENTH REPORT OF THE MONITOR** **September 25, 2013**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**MONITOR** 1000, 440 - 2nd Avenue SW Calgary, Alberta T2P 5E9 Attention: Neil Narfason / Alex Corbett Telephone: 403-206-5067 / (403) 206-5001 Fax: 403-206-5075 Email: Neil.Narfason@ca.ey.com Alex.B.Corbett@ca.ey.com **COUNSEL** McCarthy Tétrault LLP Suite 3300, 421 7th Avenue SW Calgary AB T2P 4K9 Attn: Sean Collins / Walker MacLeod Telephone: 403-260-3531 / 403-260-3710 Email: scollins@mccarthy.ca wmacleod@mccarthy.ca

TABLE OF CONTENTS OF THE TENTH REPORT

APPENDICIES TO THE TENTH REPORT

INTRODUCTION

1. On June 7, 2012, 1252064 Alberta Ltd. ("125"), 1330075 Alberta Ltd. ("133") and Harvest Capital Management Inc. ("HCMI") sought and obtained protection from their creditors under the Companies' Creditors Arrangement Act, R.S.C. 1985 c. C-36, as amended, (the "CCAA") pursuant to an order of this Honourable Court (the "Initial Order").

2. Pursuant to the Initial Order, Ernst & Young Inc. was appointed monitor of 125, 133 and HCMI (the "Monitor").

3. Pursuant to an Order of this Honourable Court dated August 20, 2012, the Monitor's powers were expanded to assume sole conduct and management of any and all inter-company accounts receivable and payable as may exist with any of Related Parties (as defined in the Order granted by the Honourable Court dated July 5, 2012) including the power to take such steps as the Monitor may deem necessary or advisable to realize on such accounts receivable or effect payment of such accounts payable.

4. Pursuant to an Order of this Honourable Court dated August 24, 2012, the Monitor's powers were further expanded (the "Expanded Powers") to increase the involvement and ability of the Monitor to facilitate transactions and commence realization of the Companies' assets.

5. 125, 133 and HCMI are sometimes collectively referred to as the "Companies" or the "Debtors".

6. The purpose of this tenth report (the "Tenth Report") of the Monitor is to provide this Honourable Court with the Monitor's comments in respect of the following:

   a) An update on the restructuring efforts;

   b) The Companies' request for a termination of the CCAA proceedings;

c) The Monitor's comments regarding the Companies' request for the termination of the CCAA proceedings;

d) The Monitor's request to commence receivership proceedings;

e) The CCAA professional fees; and

f) The Monitor's recommendations.

7. Capitalized terms not defined in this Tenth Report are as defined in the Initial Order.

8. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

9. Background for the Companies and their operations is contained in the materials filed in support of the application for the Initial Order including the June 5, 2012 affidavit of Mr. Ron Aitkens. These documents, together with other information regarding these CCAA proceedings, have been posted by the Monitor on its website at: www.ey.com/ca/foundationgroup.

TERMS OF REFERENCE

10. In preparing this Tenth Report, the Monitor has relied upon unaudited financial information, company records and discussions with former management of the Companies. The Monitor has not performed an audit, review or other verification of such information.

RESTRUCTURING EFFORTS

11. Further to the Eighth Report regarding the Balsam House and Balsam Lake sales, the Monitor continues to work with its counsel and its representative in Ontario to close the Balsam Lake House and the Balsam Lake Land sale transactions (the "Balsam Sales") with closings expected to occur during the first half of October, 2013.

12. The remaining assets (the "Remaining Assets") in the Companies were more fully discussed in the 9th report. The expected recoveries for these remaining assets are summarized below:

	Estimated Recovery		
Asset Description	**125**	**133**	**HCMI**
Panama Investment	Unknown	$ -	$ -
Arlington Street Investment	450,000	-	-
Lethbridge House	283,000	-	-
Liberty Crossing LP Units	Unknown	-	-
Haiku LP	Unknown	-	-
Liberty Crossing Settlement	37,000	-	-
Balsam Lake Lands	-	605,000	-
Calmar Lands CCAA			
Administration Recovery	-	75,000	-
Liberty Crossing Settlement	-	515,660	-
OKKO Communities	-	-	3,201,368
Legacy Offset Recovery	-	-	70,000
Liberty Crossing Settlement	-	-	-
Total Estimated Recovery by Company	$ 770,000	$ 1,195,660	$ 3,271,368

FINAL STATEMENTS OF RECEIPTS AND DISBURSEMENTS

13. The receipts and disbursements of 125 for the period June 7, 2012 to September 30, 2013 are summarised in the table below.

1252064 Alberta Ltd. **Summary of Receipts and Disbursements** **For the Period June 7, 2012 to September 30, 2013**			
		Amount	**Notes**
Receipts			
Net rental revenue	$	101,713	a
Sale of Global Lands		3,500,000	b
Miscellaneous income		43,305	
Total receipts		3,645,018	
Disbursements			
IMOR payment (Secured Creditor)		90,000	a
Repayment of IMOR		3,500,000	b
Property taxes		34,058	
Operating expenses		1,246	
Lien settlement		15,000	
Legal fees		5,193	
Operating expenses		17,543	a
Total disbursements		3,663,040	
Net cash flow	$	(18,021)	
Opening cash	$	39,058	
Net cash flow		(18,021)	
Closing cash	$	21,037	

a) This rental revenue was received on the Global Lands (defined in the Ninth Report of the Monitor). The majority of the amount was paid to the secured lender under a rent assignment with the difference being withheld to cover operating expenses.

b) The Global Lands were sold for $3.5 million which was insufficient to fully pay the secured creditor. As such the entire proceeds were paid to the secured creditor.

14. The receipts and disbursements of 133 for the period June 7, 2012 to September 30, 2013 are summarised in the table below.

1330075 Alberta Ltd. Summary of Receipts and Disbursements For the Period June 7, 2012 to September 30, 2013			
			Amount
Receipts			
	Pasture rent	$	13,500
	Miscellaneous income		132
	Total receipts		13,632
Disbursements			
	Property taxes		12,977
	Bank and admin costs		2
	CCAA professional fees		-
	Total disbursements		12,979
Net cash flow		$	652
Opening cash		$	9,772
Net cash flow			652
Closing cash		$	10,424

15. The receipts and disbursements of HCMI for the period June 7, 2012 to September 30, 2013 are summarised in the table below.

Harvest Capital Management Inc. **Summary of Receipts and Disbursements** **For the Period June 7, 2012 to September 30, 2013**			
		Amount	**Notes**
Receipts			
Repayment of Legacy & Airdrie DIP	$	347,825	a
Sale of Office Building		293,010	b
Investment income on Imperial Square LP		374	
Miscellaneous Income		1,822	
Total Receipts		643,030	
Disbursements			
Property taxes		9,136	
Operating expenses		8,343	
Suppliers charge offset		-	
CCAA professional fees		509,682	
Total disbursements		527,161	
Net cash flow	$	115,869	
Opening cash	$	490	
Net cash flow		115,869	
Closing cash	$	116,359	

a) Funds from HCMI were used to provide DIP financing to Legacy and Airdrie during their CCAA proceedings. The financing was provided prior to HCMI's filing for protection under the CCAA on June 7, 2013. These amounts were subsequently repaid as shown.

b) These were the net proceeds after mortgage repayment from the sale of HCMI's Lethbridge office.

REQUEST FOR THE TERMINATION OF CCAA PROCEEDINGS

16. Pursuant to the Initial Order, as amended, the Stay Period continues to and including September 30, 2013. The Companies are seeking an order to terminate the CCAA Proceedings (the "CCAA Termination Order") effective September 30, 2013.

17. The Monitor supports the Companies' request for the CCAA Termination Order, and believes that the CCAA Termination Order is necessary given, among other things:

    a) The Monitor does not believe that the Companies could complete a Plan of Arrangement under the CCAA; and

    b) The Remaining Assets of the Companies can be more efficiently realized upon under a receivership proceeding.

18. The proposed CCAA Termination Order is appended to this report as Appendix A.

APOINTMENT OF A RECEIVER

19. Ernst & Young Inc., as co-manager of the Companies, is recommending that this Honourable Court grant an order (the "Receivership Order") appointing Ernst & Young Inc. as receiver and manger of the Companies (the "Receiver").

20. The Monitor supports this recommendation based on:

    a) Ernst & Young Inc.'s experience with the Companies resulting from its role as Monitor under these CCAA proceedings;

    b) Ernst & Young Inc.'s involvement with various insolvency proceedings of other companies within the Harvest Group of Companies; and

c) The Monitor believes a receivership will be more efficient to realize on the Remaining Assets.

21. Ernst & Young Inc. has consented to act as Receiver of the Companies should this Court grant a receivership order.

22. A proposed Receivership Order including a black line to the Alberta Template Receivership Order and Ernst & Young Inc.'s Consent to Act as Receiver are appended to this report as Appendix B and Appendix C respectively.

PROFESSIONAL FEES

23. With the termination of the CCAA proceedings, the Companies are requesting that the professional fees and disbursements related to the proceedings be approved.

24. Professional fees and disbursements, as invoiced to the date of this report, total $1,036,166 (the "CCAA Professional Fees") as follows:

a) Counsel to the Companies: $230,545;

b) The Monitor: $471,567 plus WIP of approximately $80,000 for a total of $551,567; and

c) Counsel to the Monitor: $254,054.

25. The Monitor has reviewed the details of these fees and is of the opinion that they are reasonable given:

a) The complexity of the transactions undertaken by the Companies;

b) The significant amount of time invested in evaluating the sources and uses of funds of the Companies and their related company assets; and liabilities; and

c) The lack of financial information and documents to support the Companies underlying assets and liabilities.

RECOMMENDATIONS

26. The Monitor recommends that this Honourable Court approve the:

a) CCAA Termination Order;

b) CCAA Professional Fees; and

c) Receivership Order.

Dated at Calgary, this 25th day of September, 2013.

ERNST & YOUNG INC.
in its capacity as
Monitor of 125, 133 and HCMI

Neil Narfason, CA•CIRP, CBV
Senior Vice-President

Alex Corbett, CA, CIRP
Senior Manager

Appendix A

Form 49
[Rule 13.19]

COURT FILE NUMBER	1201-06934	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**	
DOCUMENT	**ORDER** **(CCAA Termination)**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**NORTON ROSE FULBRIGHT CANADA LLP** 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 Phone: +1 403.267.8196 Fax: +1 403.264.5973 Attention: Howard A. Gorman Randal S. Van de Mosselaer File No. 01135439-0007	

DATE ON WHICH ORDER WAS PRONOUNCED: September 30, 2013

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Mr. Justice G. C. Hawco

UPON the application of 1252064 Alberta Ltd., 1330075 Alberta Ltd. and Harvest Capital Management Inc.; AND UPON HAVING READ the Tenth Report of Ernst & Young Inc. in its capacity as Monitor (the "Tenth Report"); AND UPON reading the provisions of the Initial Order granted in this Action on June 7, 2012 (the "Initial Order"); AND UPON HEARING the submissions of counsel for the Applicants and any other counsel in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1 The time for service of this notice of this Application for this Order is hereby abridged and deemed good and sufficient and this Application is properly returnable today.

ACTIVITIES OF THE MONITOR

2 The Tenth Report and the actions and activities of the Monitor as reported in the Tenth Report are hereby approved and the Monitor has satisfied all of its obligations up to and including the date of this Order.

3 The fees and disbursements of the Monitor and its legal counsel, as described in the Tenth Report, are hereby approved.

TERMINATION OF CCAA PROCEEDINGS

4 All capitalized terms not defined in this Order shall have the meaning given to them in the Initial Order.

5 Except as expressly set out in this Order or in any Order of this Honourable Court to be made concerning the appointment of Ernst & Young Inc. (the "Receiver") as receiver of the assets, property and undertaking of the Applicants, the provisions of the Initial Order and the CCAA proceedings in respect of the Applicants (the "**CCAA Proceedings**") are hereby terminated.

6 Notwithstanding any provision of this Order, the following obligations and liabilities shall continue and the Receiver shall pay the following obligations and liabilities on the same terms and conditions as would otherwise apply to the Applicants:

(a) all obligations and liabilities as provided for in paragraph 32 of the Initial Order, that have not been paid as of the date of this Order; and

(b) without duplication to subparagraph b), the reasonable fees and disbursements incurred in connection with the Applicants and these CCAA proceedings up to and including the date of this Order, in each case at their standard rates and charges, that have not been paid as of the date of this Order, of the Monitor, counsel to the Monitor, and counsel to the Applicants.

DISCHARGE OF THE MONITOR

7 The Monitor is hereby discharged and the Monitor and its employees, affiliates, agents, directors, officers, partners and counsel (collectively, the "Released Parties") are hereby released from all claims, actions or other proceedings that any Person may have against the Released Parties, whether known or unknown, in any way relating to, arising out of or in connection with the CCAA Proceedings and the Released Parties' respective conduct in the CCAA Proceedings, save and except for any gross negligence or wilful misconduct on its part, and the Monitor shall have no further obligations, liabilities, responsibilities or duties under the Initial Order or with respect to its actions and conduct under or in respect of the CCAA Proceedings; provided that the Monitor shall have the authority from and after the date of this Order to complete, or assist the Applicants or the Receiver with the completion of, any matters that are incidental to the termination of the CCAA Proceedings, and the reasonable fees and costs incurred by the Monitor and its counsel in this regard shall be paid by the Receiver and shall be secured by the Applicants' Administration Charge.

8 Notwithstanding any provision of this Order, nothing contained in this Order shall affect, vary, derogate from or amend any of the rights and protections in favour of the Monitor at law or pursuant to the Initial Order, all of which are expressly continued and confirmed.

CHARGES

9 The Charges shall continue to bind the Property in respect of all proper claims under the Charges that accrued prior to and including the date of this Order or in accordance with paragraph 7 hereof until such time as the Monitor files the Monitor's Certificate (defined below) with this Honourable Court in accordance with paragraph 13 below. The Charges shall continue to have the priority set out in the Initial Order and, as among them and the charges created by the Order of this Honourable Court to be made this day appointing the Receiver in respect of the assets, property and undertaking of the

Applicants (the "**Receivership Order**"), shall have the priority set out in the Receivership Order.

10 Notwithstanding paragraph 9 of this Order, the Charges shall be limited to the quantum of such Charges as provided for in the Initial Order.

11 Monitor is hereby ordered and directed to provide a schedule to the Receiver, on or before October 15, 2013, indicating all outstanding obligations covered by the Charges that have not been paid, including reasonable estimates where actual amounts are not known by October 15, 2013 (the "**Outstanding Charged Obligations Schedule**").

12 The Receiver is hereby ordered and directed (subject to review and approval by the Receiver, acting reasonably, of the Outstanding Charged Obligations Schedule) to pay all amounts set out in the Outstanding Charged Obligations Schedule (subject to a reimbursement to the Receiver for any overpayments on estimates) to the applicable parties set out therein as soon as practicable after sufficient funds have been realized from the sale or other liquidation of the Applicants' assets and property. The Receiver is further ordered and directed, once all such amounts have been paid, to provide written notice to the Monitor notifying the Monitor that the Receiver has paid all amounts set out in the Outstanding Charged Obligations Schedule to the applicable parties (the "**Payment Confirmation Notice**").

13 Within one business day following the Monitor's receipt of the Payment Confirmation Notice the Monitor shall file a Monitor's certificate with this Honourable Court certifying that there are no outstanding claims under the Charges (the "**Monitor's Certificate**").

EFFECT, RECOGNITION AND ASSISTANCE

14 The Monitor shall be entitled from time to time to apply to this Court for advice and directions in the discharge of its duties or the interpretation or application of this Order.

15 This Court hereby requests the aid, recognition and assistance of other courts in Canada in accordance with Section 17 of the CCAA, and requests that the courts and judicial, regulatory and administrative bodies of or constituted by the provinces and territories of Canada, the Parliament of Canada, the United States of America, the states and other subdivisions of the United States of America, and other nations and states act in aid, recognition and assistance of, and be complementary to, this Court in carrying out the

terms of this Order. Each of the Applicants and the Monitor shall be at liberty, and is hereby authorized and empowered, to make such further applications, motions or proceedings to or before such other courts and judicial, regulatory and administrative bodies, and take such other steps, in Canada, the United States of America or elsewhere as may be necessary or advisable to give effect to this Order.

J.C.Q.B.A.

Appendix B

Form 49
[Rule 13.19]

Clerk's Stamp

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**
DOCUMENT	**RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**NORTON ROSE FULBRIGHT CANADA LLP** 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 Phone: +1 403.267.8196 Fax: +1 403.264.5973 Attention: Howard A. Gorman Randal S. Van de Mosselaer File No. 01135439-0007

DATE ON WHICH ORDER WAS PRONOUNCED: September 30, 2013

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Mr. Justice G. C. Hawco

UPON the application of 1252064 Alberta Ltd., 1330075 Alberta Ltd., and Harvest Capital Management Inc. (the "Debtors"); AND UPON HAVING READ the Tenth Report of Ernst & Young Inc. in its capacity as Monitor (the "Tenth Report"); AND UPON reading the pleadings and proceedings in this Action; AND UPON HEARING the submissions of counsel for the Applicants and any other counsel in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

2 Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), and sections 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 Ernst & Young Inc. is hereby appointed Receiver, without security, of all of the Debtors' current and future assets, undertakings and properties 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 Debtors, 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 Debtors;

(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 Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to or by the Debtors;

(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 Debtors, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;

(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 Debtors, 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 or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

(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 Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4 (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their 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 Debtors, 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.

UDI MORTGAGE ADVICE AND DIRECTIONS PROTOCOL

7 For greater certainty, the terms of the Order (1330075 Alberta Ltd. - UDI Mortgage Advice and Directions Protocol) granted in the within action on September 6, 2013 (the "UDI Mortgage Order") continue to be in full force and effect, with any changes that may be necessary in the circumstances and as set out below.

8 The UDI Mortgage Application Charge shall continue to be secured against Calmar Lot 2 (as those terms are defined in the UDI Mortgage Order) and shall form a first charge on Calmar Lot 2 in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person on Calmar Lot 2, including the Receiver's Charge and Receiver's Borrowings Charge (as those terms are defined below), but the UDI Mortgage Application Charge shall be subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

NO PROCEEDINGS AGAINST THE RECEIVER

9 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 DEBTORS OR THE PROPERTY

10 No Proceeding against or in respect of the Debtors 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 Debtors 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

11 All rights and remedies (including, without limitation, set-off rights) against the Debtors, 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 Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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

12 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.

CONTINUATION OF SERVICES

13 All Persons having oral or written agreements with the Debtors 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 Debtors 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 Debtors' 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 Debtors 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

14 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.

EMPLOYEES

15 Subject to employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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").

16 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17 (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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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

18 Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

19 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 the Receiver's Charge shall, subject to paragraph 8 hereof, 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 the charges created in previous Orders granted in this action and subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

20 The Receiver and its legal counsel shall pass their accounts from time to time.

21 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

22 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 (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. Subject to paragraph 8 hereof, 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.

23 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.

24 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.

25 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

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

GENERAL

27 The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28 Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.

29 Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30 This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or the Republic of Panama 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.

31 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.

32 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.

FILING

33 The Receiver shall continue to maintain a website in respect of these proceedings at www.ey.com/ca/foundationgroup and shall post there as soon as practicable:

(a) all materials prescribed by statue or regulation to be made publically available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

____

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT **$** ______________________

THIS IS TO CERTIFY that Ernst & Young Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of 1252064 Alberta Ltd., 1330075 Alberta Ltd., and Harvest Capital Management Inc. 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 30th day of September, 2013 (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.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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.

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.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.

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.

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.

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__.

Ernst & Young Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______

Name:

Title:

Last Revised: December 2012

Form 49
[Rule 13.19]

Clerk's Stamp

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANTS	**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended** **AND IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, R.S.A. 2000, c. B-9** **AND IN THE MATTER OF 1252064 ALBERTA LTD., 1330075 ALBERTA LTD. and HARVEST CAPITAL MANAGEMENT INC.**
DOCUMENT	**RECEIVERSHIP ORDER** **~~(CCAA Termination)~~**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**NORTON ROSE FULBRIGHT CANADA LLP** 400 3rd Avenue SW, Suite 3700 Calgary, Alberta T2P 4H2 Phone: +1 403.267.8196 Fax: +1 403.264.5973 Attention: Howard A. Gorman Randal S. Van de Mosselaer File No. 01135439-0007

DATE ON WHICH ORDER WAS PRONOUNCED: September 30, 2013

LOCATION OF HEARING OR TRIAL: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Mr. Justice G. C. Hawco

UPON the application of 1252064 Alberta Ltd., 1330075 Alberta Ltd.~~,~~, and Harvest Capital Management Inc.~~; AND UPON HAVING READ~~ (the ~~**Affidavit of** __________ **sworn** __________~~ **"Debtors")**; AND UPON HAVING READ the Tenth Report of Ernst & Young Inc. in its capacity as Monitor (the "Tenth Report"); AND UPON reading the ~~**provisions of the Initial Order granted**~~ **pleadings and proceedings** in this Action ~~**on June 7,**~~

~~2012 (the "Initial Order")~~; AND UPON HEARING the submissions of counsel for the Applicants and any other counsel in attendance;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

2 Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 ("BIA"), and sections 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 ~~**(choose applicable statute(s)) [RECEIVER'S NAME]**~~ **Ernst & Young Inc.** is hereby appointed Receiver, without security, of all of the ~~**Debtor's**~~ **Debtors'** current and future assets, undertakings and properties 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~~**Debtors**, 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~~**Debtors**;

(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~~ **Debtors** or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~ **Debtors** and to exercise all remedies of the ~~Debtor~~ **Debtors** in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~**Debtors**;

(g) to settle, extend or compromise any indebtedness owing to or by the ~~Debtor~~**Debtors**;

(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~~**Debtors**, 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~~**Debtors**;

(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~~**Debtors**, 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 or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $**100,000**, provided that the aggregate consideration for all such transactions does not exceed $**500,000**; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 shall not be required.

(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~~**Debtors**;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~**Debtors**, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~**Debtors**;

(r) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~ **Debtors** 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~~**Debtors**, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4 (i) The ~~Debtor~~**Debtors**, (ii) all of ~~its~~ **their** current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~ **their** 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~~**Debtors**, 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.

UDI MORTGAGE ADVICE AND DIRECTIONS PROTOCOL

7 For greater certainty, the terms of the Order (1330075 Alberta Ltd. - UDI Mortgage Advice and Directions Protocol) granted in the within action on September 6, 2013 (the "UDI Mortgage Order") continue to be in full force and effect, with any changes that may be necessary in the circumstances and as set out below.

8 The UDI Mortgage Application Charge shall continue to be secured against Calmar Lot 2 (as those terms are defined in the UDI Mortgage Order) and shall form a first charge on Calmar Lot 2 in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person on Calmar Lot 2, including the Receiver's Charge and Receiver's Borrowings Charge (as those terms are defined below), but the UDI Mortgage Application Charge shall be subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.

NO PROCEEDINGS AGAINST THE RECEIVER

9 ~~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~~ DEBTORS OR THE PROPERTY

10 ~~8~~No Proceeding against or in respect of the ~~Debtor~~ **Debtors** 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~~ **Debtors** 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

11 ~~9~~All rights and remedies (including, without limitation, set-off rights) against the ~~Debtor~~**Debtors**, 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]~~ [See Explanatory Notes]~~ that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~ **Debtors** to carry on any business which the ~~Debtor is~~ **Debtors are** not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~ **Debtors** 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

<u>12</u> ~~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 from closing out and terminating such contract in accordance with its terms.] [See Explanatory Notes.]**~~

CONTINUATION OF SERVICES

<u>13</u> ~~11~~All Persons having oral or written agreements with the ~~**Debtor**~~ <u>**Debtors**</u> 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**~~ <u>**Debtors**</u> 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**~~ <u>**Debtors'**</u> 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**~~ <u>**Debtors**</u> 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

<u>14</u> ~~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.

EMPLOYEES

15 ~~13~~Subject to employees' rights to terminate their employment, all employees of the ~~Debtor~~ **Debtors** shall remain the employees of the ~~Debtor~~ **Debtors** until such time as the Receiver, on the ~~Debtor's~~ **Debtors'** 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").

16 ~~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~~**Debtors**, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17 **(a)**~~15~~~~15~~ 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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

18 ~~16~~Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

19 ~~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 the Receiver's Charge shall~~,~~**, subject to paragraph 8 hereof,** 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) [and 88] of the BIA. [See Explanatory Notes.]**~~**the charges created in previous Orders granted in this action and subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA.**

20 ~~18~~The Receiver and its legal counsel shall pass their accounts from time to time.

21 ~~19~~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

22 ~~20~~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** (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. ~~The~~ **Subject to paragraph 8 hereof, 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) ~~[and 88]~~ of the BIA.

23 ~~21~~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.

24 ~~22~~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.

25 ~~23~~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

<u>26</u> ~~24~~Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

<u>27</u> ~~25~~The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

<u>28</u> ~~26~~Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.

<u>29</u> ~~27~~Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

<u>30</u> ~~28~~This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada ~~or in~~<u>,</u> the United States<u>, **or the Republic of Panama**</u> 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.

<u>31</u> ~~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.~~

32 ~~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.

FILING

~~32 This Order is issued and shall be filed in Court of Queen's Bench Action No. *, and Court of Queen's Bench in Bankruptcy Action No. *, which actions are not consolidated. All further proceedings shall be taken in both actions unless otherwise ordered. [See Explanatory Notes, footnote 1.]~~

33 The Receiver shall ~~establish and~~ continue to maintain a website in respect of these proceedings at ~~[insert website address]~~ www.ey.com/ca/foundationgroup and shall post there as soon as practicable:

(a) all materials prescribed by statue or regulation to be made publically available; and

(b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

____

Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT $ ____________________

THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~**Ernst & Young Inc.**, the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ **1252064 Alberta Ltd., 1330075 Alberta Ltd., and Harvest Capital Management Inc.** 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 ~~______~~ **30th** day of ~~____________________, _________~~ **September, 2013** (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.

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.

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.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.

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.

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.

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]~~Ernst & Young Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: ______

Name:

Title:

Comparison Details	
Title	**pdfDocs compareDocs Comparison Results**
Date & Time	9/24/13 3:53:20 PM
Comparison Time	2.40 seconds
compareDocs version	v3.4.2.59

Sources	
Original Document	[#2177901] [v1] Receivership Order
Modified Document	[#2177901] [v3] Receivership Order

Comparison Statistics	
Insertions	6
Deletions	8
Changes	81
Moves	0
TOTAL CHANGES	95

Word Rendering Set Markup Options	
Name	MDStandard
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	ByAuthor
Balloons	True

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	False
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False

Appendix C

COURT FILE NUMBER	1201-06934
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
COMPANIES	IN THE MATTER OF S. 243 OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, as amended AND IN THE MATTER OF S. 13(2) OF THE JUDICATURE ACT, R.S.A. 2000, c. J-2, as amended AND IN THE MATTER OF 1252064 ALBERTA LTD. 1330075 ALBERTA LTD. AND HARVEST CAPITAL MANAGEMENT INC. (COLLECTIVELY THE "APPLICANTS')
DOCUMENT	**CONSENT TO ACT AS RECEIVER** **SEPTEMBER 25, 2013**

CONSENT TO APPOINTMENT

ERNST & YOUNG INC., a corporation having offices at Calgary, Alberta hereby consents to act as Receiver and Manager of all (or any portion) of the present and future property, assets and undertakings of 1252064 Alberta Ltd. 1330075 Alberta Ltd. and Harvest Capital Management Inc. in the event that an Order so appointing it shall be granted by this Honourable Court.

Dated at Calgary, Alberta, this 25th Day of September, 2013

ERNST & YOUNG INC.

Per: ______________________________

Neil Narfason
Senior Vice-President