

COURT FILE NUMBER 1101 – 16994
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY
 APPLICANT BRUCE BRANDER
 RESPONDENTS COPESTONE CAPITAL INC., COPESTONE ASSET MANAGEMENT INC., NUTERRA INVESTMENTS CORPORATION, BROOKSTONE DEVELOPMENTS INC., LUANO BAISI, LES BAISI, BRADLEY BAKER and MARY BAKER

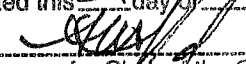
DOCUMENT

ORDER

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

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BENNETT JONES LLP
 Barristers and Solicitors
 4500, 855 – 2nd Street S.W.
 Calgary, Alberta T2P 4K7

Dated this 31 day of Aug 2012

 for Clerk of the Court

Attention: Chris Simard
 Telephone No.: 403-298-4485
 Fax No.: 403-265-7219
 Client File No.: 68775.1

Date on which Order was pronounced: August 31, 2012

Location of Hearing: Calgary

Name of Judge who made this Order: R.A. GRAESSER

UPON the application of BDO Canada Limited in its capacity as Court-Appointed Receiver (the "Receiver") of Copestone Capital Inc. ("Copestone Capital") and Copestone Asset Management Inc. ("Copestone Asset") (collectively, "Copestone"); AND UPON having read the Order granted by the Honourable Justice B.A. Millar on July 30, 2012, and the Amending Order granted by the Honourable Justice B.A. Millar on August 1, 2012; AND UPON having read the Receiver's Notice of Application, the Second Report of the Receiver, the Affidavit of Bruce Brander sworn

December 13, 2011, and the Affidavit of Donna Kathler sworn July 20, 2012; AND UPON hearing from Counsel for the Receiver, and Counsel for those interested parties who appeared at the hearing;

IT IS HEREBY ORDERED THAT:

1. The Receivership and Attachment *Ex Parte* Order granted by Justice P.R. Jeffrey on December 14, 2011 (the "Attachment Order"), to the extent that it attaches to the property legally described as:

Plan 1010578
Block 2
Lot 25
(the "Property")

is hereby lifted, and, notwithstanding the requirements of section 191 of the *Land Titles Act*, the Registrar of Land Titles Office for the South Alberta Land Registration District (the "Registrar") is hereby directed to discharge the Attachment Order from the title to the Property.

2. The sale of the Property to Grant Dyck and Tammy Sapach (the "Purchasers" and the "Transaction") is hereby approved and the offer made by the Purchasers to purchase the Property is hereby declared to be commercially reasonable. The acceptance of the Offer by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchasers.
3. Notwithstanding section 191(1) of the *Land Titles Act*, the Registrar is directed, upon receipt of a letter from the Receiver confirming that the Transaction has closed, to cancel the existing Certificate of Title to the Property and issue a new certificate of title in the name of the Purchasers free and clear from all encumbrances, but subject to the following instrument registered against the Property:

<u>Registration Number</u>	<u>Date (D/M/Y)</u>	<u>Particulars</u>
101 039 267	08/02/2010	Party Wall Agreement

Between Lots 25 and 26

4. The sales proceeds received by the Receiver from the Transaction (the "Sales Proceeds") shall be distributed as follows:
 - (a) the transaction costs of the Transaction shall be paid in full; and
 - (b) the balance of the Sales Proceeds (the "Net Proceeds") shall be held in trust by the Receiver.
5. The Net Proceeds shall stand in the place and stead of the Property, and all claims shall attach to the Net Proceeds from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the Transaction, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
6. The within Order is expressly without prejudice to any and all rights, claims and choses in action of the Receiver, including but not limited to all rights, claims and choses in action against any parties.

"R. A. GRAESSER"

J.C.C.Q.B.A.