

COURT FILE NUMBER	1201-15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS:	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	RECEIVER'S SIXTH REPORT AUGUST 27, 2013
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Background

1. 910234 Alberta Ltd. ("910" or the "**Company**") is a corporation incorporated pursuant to the laws of the Province of Alberta. Randy Calmusky is the sole director of 910.
2. 910 was in the business of raising funds from investors for the purpose of investing in residential mortgages. Investors provided funds in the form of loans to 910, and those loans were to be documented through a series of mortgage sale and servicing agreements.
3. On December 6, 2012, Stanley Eisenberg, Brenda Eisenberg, Jack Eisenberg, Lynn Eisenberg and Eisenberg's Properties Ltd. (collectively the "**Eisenbergs**"), applied for, and were granted an Attachment Order by the Honourable Justice K. D. Yamauchi on December 6, 2012 (the "**Attachment Order**").
4. On December 10, 2012, the Eisenbergs applied for a Receivership Order against 910 and other parties. On December 12, 2013, a Receivership Order was granted by the Honourable Mr. Justice S. J. LoVecchio, appointing Grant Thornton Limited (the "**Receiver**") as Receiver of all of the assets of 910 (the "**Property**").
5. The Receiver filed an Initial Report to the Court on December 20, 2012. On December 21, 2012, an Order was granted by the Honourable Mr. Justice R. G. Stevens, extending the Attachment Order to January 14, 2013.
6. The Receiver filed its Second Report to the Court on January 9, 2013. On January 14, 2013, an Order (the "**Amended Receivership Order**") was granted by the Honourable Madam Justice K. M. Horner, expanding the Receiver's powers was granted. A copy of the Amended Receivership Order is attached as **Exhibit 1** to this Report. On the same day, the Honourable Madam Justice K. M. Horner granted an Order extending the Attachment Order to February 22, 2013.
7. The Receiver filed its Third Report to the Court on February 13, 2013. On February 19, 2013, an Order was granted by the Honourable Madam Justice K. M. Horner, allowing and

directing, *inter alia*, that all current and future interest payments with respect to the mortgage registered against the lands municipally described as 356 Spyglass Way, Calgary, Alberta, ("**356 Spy Glass Way**") be paid to the Receiver and the Attachment Order be extended until April 19, 2013.

8. The Receiver filed its Fourth Report on March 27, 2013. On April 5, 2013, the Honourable Madam Justice K. M. Horner, granted an Order allowing the Receiver, among other things, to accept payment from Trickle Creek Homes Ltd. ("**Trickle Creek**") in the amount of \$1,207,890.41, together with any accrued interest (the "**Trickle Creek Proceeds**"), to be held in trust pending a determination of entitlement to the Trickle Creek Proceeds and to discharge the mortgage, registered as Instrument No. 121 164 817, granted by Trickle Creek to 940 against 356 Spyglass Way (the "**Trickle Creek Mortgage**"). The Order also extended the Attachment Order for an additional six months from April 5, 2013.
9. The Receiver filed its Fifth Report on May 7, 2013, dealing with a proposed assignment into bankruptcy of 910. 910 was subsequently assigned into bankruptcy effective May 15, 2013.
10. The Receiver's Sixth Report is intended to provide the Court with the following information:
 - (a) An update on the Receiver's activities since the Fourth report;
 - (b) Information and documentation required to release the Trickle Creek funds to the Receiver and declaring them to be property of the estate of 910;
 - (c) Information relating to Theresa Calmusky, Gary Calmusky, Mary Calmusky and the Trickle Creek loan.
 - (d) Information and documentation regarding the disposition of certain properties in Langdon, Alberta (the "**Langdon Properties**"); and
 - (e) Information and documentation with respect to the extension of the Attachment Order.

Disclaimer and Limitations of Report

11. In preparing this Report, the Receiver has necessarily relied upon financial and other information and representations supplied by various parties. Although the information supplied has been reviewed for reasonableness, the Receiver has not independently verified the accuracy or completeness of the information nor has the Receiver conducted an audit and, as a result, the Receiver is not providing any form of assurance on the information subject to its review. The procedures the Receiver performed are limited in nature to those outlined in its report. As such, the Receiver's work may not necessarily disclose all the significant matters about 910 or any errors, misstatements, irregularities, or illegal acts, if such exist, on the part of 910 or its management, directors, and advisors or in the underlying information.
12. The findings contained herein are based primarily on review of various documents made available to the Receiver and discussions and communications with various parties. Due to the lack of summary financial records of 910, the Receiver has not had an opportunity to complete all of its potential work, as disclosed within the Report. The Receiver may refine or alter its observations as further information is obtained or is brought to its attention after the date of this Report.
13. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this report. Any use which any party makes of this report, or any reliance on or decisions to be made based on it is the responsibility of such party.

Update on Receiver's Activities

14. Since the Receiver's Fourth Report, the Receiver and its counsel have:
- (a) Continued the review of the records of 910.
 - (b) Conducted Questioning of Randy Calmusky and Theresa Calmusky;
 - (c) Reviewed the documents received from Wilson Laycraft and Masuch Albert LLP in connection with the:
 - (i) Trickle Creek Mortgage loan; and
 - (ii) Foreclosure and realization on the Langdon Properties; and
 - (d) Reviewed documents regarding past receipt of funds payable on a judgment in favour of 910.
15. The results of these activities are discussed below.

Review of 910 Records

16. The Receiver has almost completed its review of the books and records of 910 as far as it is able with the records provided. The exceptions are as follows:
- (a) **Line of Credit Statements** – The line of credit in the name of Randy Calmusky and Theresa Calmusky was an integral part of the operations of 910. On April 23, 2013, the Receiver requested copies of missing statements in a letter to Michael Loberg, counsel for Randy Calmusky. A copy of the letter is attached as **Exhibit 2**;
 - (b) **Supporting documents from TD Bank** – The TD bank is co-operating and this is just a timing issue.

17. The Receiver would like permission to obtain copies of the line of credit statements directly from the TD bank for the months not previously provided by Randy Calmusky.
18. The Receiver believes that it has now identified all investors and confirmed amounts owing with both the investors and the books and records of the Company, with the exception of disputed amounts with Gary Calmusky and Mary Calmusky, discussed later in this report.
19. Given the lack of an accounting system and a systematic approach to recording investments with mortgage servicing agreements and other supporting documentation, it does not appear possible to allocate investors to specific mortgages throughout the existence of 910, with the exception of the Unity Builders Group ("UBG") mortgages, discussed later in this report. Therefore the Receiver believes the most appropriate way of distributing funds is on a pro-rata basis.

Trickle Creek Mortgage Funds

20. As discussed in paragraphs 92-97 of the Receiver's Third Report, and paragraphs 9-10 of the Receiver's Fifth Report, the funds from the discharge of the Trickle Creek Mortgages are held in trust by Receiver's counsel until this Court decides on the ownership of the funds.

Background

21. The amount currently held in trust is \$1,222,890.41, including principal of \$1.2 million and interest of \$22,890.41.
22. The source of the Trickle Creek Mortgage funds is discussed below under "Funding of Mortgage".
23. Pursuant to a borrowing agreement dated June, 2012, (the "**Borrowing Agreement**") executed by 910 as Lender and which was later marked "void" by Randy Calmusky, funds were advanced from the trust account of Masuch Albert LLP (910's counsel) to Trickle Creek in the total amount of \$1.2 million. Attached as **Exhibit 3** is a copy of the Borrowing Agreement.

24. A mortgage securing the loan under the Borrowing Agreement was registered at the Land Titles Office in the name of 910 against the lands municipally described as 356 Spyglass Way, owned by Trickle Creek, as Instrument No. 121 164 817 (the "**Mortgage**"). Attached as **Exhibit 4** is a copy of the Mortgage.
25. A subsequent Borrowing Agreement (the "**Second Borrowing Agreement**") with Trickle Creek for the same loan was purportedly executed by Theresa Calmusky in 2012. Attached as **Exhibit 5** is a copy of the Second Borrowing Agreement. The Second Borrowing Agreement has identical terms and conditions as the Borrowing Agreement. Masuch Albert LLP was directed by Randy Calmusky to transfer the existing registered Mortgage from 910 to Theresa Calmusky. Attached as **Exhibit 6** is a copy of the Transfer of Mortgage dated August 30, 2012.
26. During questioning of Randy Calmusky held on May 3, 2013, Randy Calmusky admitted that he forged Theresa Calmusky's signature without her knowledge or consent on the Second Borrowing Agreement. The transcript from the May 3, 2013 Questioning of Randy Calmusky (the "**Randy Calmusky Transcript**") is being filed concurrently with this Report and reference is made to Pages 63 to 65 therein.

Funding of the Mortgage

27. The Mortgage was funded in three tranches as detailed in the ledger for 910's account from Masuch Albert LLP, attached as **Exhibit 7**.
28. The first tranche of the mortgage funds, in the amount of \$800,000, appears to have been obtained from an advance under the line of credit in the names of Randy Calmusky and Theresa Calmusky, which line of credit is secured against their residence. Randy Calmusky testified that this line of credit was used for the business of 910. Funds relating to loans by 910 were paid into and out of the line of credit for several years. The funds were sent to 910's counsel.
29. One month prior to the first advance to Trickle Creek, the line of credit was almost fully drawn. Just prior to the Trickle Creek advance, a payment was made against the line of

credit in the amount of \$798,101.99 using funds from the 910 trust account, thus creating sufficient room in the line of credit for the Trickle Creek loan. These funds appear to have come from another 910 loan repayment. Attached as **Exhibit 8** is a copy of the statements of account for the line of credit. Also see Pages 61 to 62 of the Randy Calmusky Transcript. **Exhibit 9** is a copy of the 910 trust bank account statement for the same period.

30. There were two additional tranches, in the amount of \$200,000 each, advanced to Trickle Creek under the Borrowing Agreement. On July 26, 2012 a draft was received by Masuch Albert LLP for the second advance to Trickle Creek in the amount of \$200,000, which was recorded as being from 910. On August 24th, 2012, a draft was received by Masuch Albert LLP for the third advance to Trickle Creek in the amount of \$200,000 which was recorded as being from 910.
31. Gary Calmusky and Mary Calmusky, the brother and mother of Randy Calmusky, have claimed to have advanced a portion of these two \$200,00 funding payments. Gary Calmusky has claimed \$135,000 was advanced by him and \$200,000 was advanced by Mary Calmusky. Copies of Gary Calmusky's e-mailed claims are attached as **Exhibit 10**.
32. The only evidence of any advance by Gary Calmusky and/or Mary Calmusky which approximate the amounts under the Borrowing Agreement, are cheques made payable to Randy Calmusky personally by Gary Calmusky and Mary Calmusky. Attached as **Exhibit 11** are copies of those cheques.
33. Interest totalling \$97,664.38 was paid on the Trickle Creek loan through 910's counsel to Theresa Calmusky, Gary Calmusky and Mary Calmusky. A schedule of interest payments is attached as **Exhibit 16**.

Gary Calmusky Advance

34. Gary Calmusky stated to the Receiver that the above described \$135,000 advance relates to a personal loan to Randy Calmusky. Gary Calmusky provided bank statements showing the transfer of \$150,000 in cash from his account on July 25, 2012 (**Exhibit 12**), which was deposited into an unidentified account, assumed to be Randy Calmusky's, on the same date.

Gary Calmusky further indicated that a portion of the \$150,000 amount was repaid prior to his claim of \$135,000. This repayment was not accounted for by Masuch Albert LLP, as it appears to have been personally repaid by Randy Calmusky.

35. Gary Calmusky has indicated that the \$150,000 advance he made to Randy Calmusky was originally funded from a transfer of \$170,000 from the 910 trust account to Gary Calmusky on May 29, 2012. This transaction was identified in the Receiver's Third Report as a "return of principal" (based on 910's description).
36. There is no evidence that Gary Calmusky ever directly invested in 910 justifying a repayment of \$170,000 (or any other amount). Gary Calmusky seems to have made a personal advance to Randy Calmusky in the amount of \$235,000 on August 9, 2010. Copies of the bank statement showing the original transfer of \$235,000 have been attached as **Exhibit 13**. Gary Calmusky has indicated that of the \$235,000, \$64,000 had been returned to him prior to the payout of the \$170,000. The Receiver has been able to identify \$20,000 in payments from 910 to Gary Calmusky from information provided by Randy Calmusky but has not seen any specific evidence of the original investment of \$235,000 in 910.
37. On August 9, 2010, (the date of the transfer of \$235,000 from Gary Calmusky to Randy Calmusky), two cheques were withdrawn from Randy Calmusky's personal account for \$100,000 each and there was a transfer from Randy Calmusky's line of credit in the amount of \$100,000. On the same date \$100,000 was deposited into the 910 trust account with the description of "RC Royal" (**Exhibit 14**). Therefore the Receiver is unable to determine if any or all the funds advanced by Gary Calmusky to Randy Calmusky were actually invested in 910 and, if so, for what purpose?
38. T5 interest slips were issued to Gary Calmusky for the years 2010 through 2012, which fluctuate year over year. These appear to correspond with the payment of the advance made to Randy Calmusky personally. However, there is no documentation evidencing an agreement between 910 and Gary Calmusky.

Mary Calmusky

39. As mentioned above, Gary Calmusky has also claimed that \$200,000 was advanced from Mary Calmusky in respect of Trickle Creek. The Receiver has been provided with a draft showing an advance from Mary Calmusky to Randy Calmusky personally in the amount of \$200,000 on August 17, 2012.
40. The advance of \$200,000 from Mary Calmusky to Randy Calmusky in August 2012 appears to be related to a prior payment of \$200,000 on May 29, 2012 from 910 to Mary Calmusky. This was referenced to as a "return of principal" in the Receiver's Third Report (based on 910's description). However, the only evidence that Mary Calmusky has ever directly invested in 910 are two cheques for \$20,000 dated September 7, 2006 and February 7, 2007 payable to 910 directly. (Exhibit 15). The remaining \$160,000 appears to relate to advances made to Randy Calmusky personally. (Exhibit 11).
41. Of the \$160,000 advanced from Mary Calmusky to Randy Calmusky personally, \$60,000 was advanced on December 12, 2009, which appears to correspond with a deposit to Randy Calmusky's line of credit on December 15, 2009. The remaining \$100,000, advanced to Randy Calmusky on February 19, 2011 does not directly tie into any amounts deposited into the 910 trust or Randy Calmusky's line of credit.
42. T5 interest slips were issued to Mary Calmusky for the years 2006 through 2012 from 910 and the amount listed on each slip increases year over year. These appear to correspond with the advances made by Mary Calmusky to 910 and Randy Calmusky personally. However, there is no documentation evidencing an agreement between 910 and Mary Calmusky.
43. The Receiver has never obtained a signed mortgage servicing agreement or any documentation between 910, Gary Calmusky or Mary Calmusky. Further, Theresa Calmusky has acknowledged that there was never any discussion or communication in respect of participation by Gary Calmusky or Mary Calmusky in the Trickle Creek loan. See the Transcript from the Questioning of Theresa Calmusky held on April 30, 2013, filed concurrently with this Report at page 38.

Issues and Conclusions regarding Trickle Creek Mortgage Funds and other payments

44. The issues and questions raised regarding these transactions between the related parties are as follows:
- (a) Did Gary Calmusky and Mary Calmusky actually invest in 910 or were their advances personal loans to Randy Calmusky?
 - (b) If Gary Calmusky and Mary Calmusky did invest in 910, the repayments made by 910 totaling \$370,000, purportedly returning their investments by 910, were made less than a year from the bankruptcy of 910 on May 13, 2013, and this raises preference issues.
 - (c) Did Mary or Gary Calmusky invest in the Trickle Creek Mortgage or were the advances personal loans to Randy Calmusky? There is no supporting mortgage agreement tying them to the Trickle Creek Mortgage. Accordingly, principal and interest payments to them seems to be without support and improper.
 - (d) Did Theresa Calmusky advance any funds in the Trickle Creek Mortgage?
45. It is the Receiver's opinion that the payments made to Gary Calmusky and Mary Calmusky either related to personal loans made to Randy Calmusky, or in the alternative, were preferential payments of return on their investments.
46. Since there is no documentation of a direct advance to 910 (except for \$40,000 from Mary Calmusky as outlined above), this is suggestive that the payments were personal loans to Randy Calmusky. In the case of these payments being considered the repayment of the personal loan to Randy Calmusky, the payments to Gary Calmusky and Mary Calmusky totalling \$370,000 plus accrued interest of approximately \$16,268.73, should be void and returned to the Receiver.
47. Alternatively, if these payments are considered preferential payments to Gary Calmusky and Mary Calmusky, the Receiver would recommend these payments to be considered void and

the original principal and interest to be returned the Receiver, along with costs. Gary Calmusky and Mary Calmusky would be entitled to participate as creditors of 910.

48. With respect to proceeds of the Trickle Creek Mortgage, based on the evidence reviewed, the Receiver recommends that the proceeds be declared to be property of 910 and released to the Receiver for distribution to the creditors.

Rembrandt Master Home Builder Ltd. Loan

49. 910 advanced funds to Rembrandt Master Home Builder Ltd. ("Rembrandt"). The loan went into default and 910 commenced a foreclosure. The process to recover the collateral security for the loans, the Langdon Properties, is discussed below). The result of that process will still require accounting by certain individuals. In addition, there remains a dispute over the non-discharge of a mortgage, even though funds were allegedly received to pay off the mortgage which is discussed under the heading of Alberta Law Society Claim.

Langdon Properties

50. As security for a loan (the "Loan"), Rembrandt mortgaged to 910, the lands, described as:
- (a) Plan 0614270, Block 12, Lot 41 - (73 Besse Avenue);
 - (b) Plan 0614270, Block 10, Lot 53 - (19 Dain Place);
 - (c) Plan 0614270, Block 13, Lot 13 - (76 Besse Avenue); and
 - (d) Plan 0614270, Block 12, Lot 23 - (148 Bishop Crescent);
- (collectively referred to as the "Langdon Properties").
51. The Loan went into default and 910 proceeded to realize against the Langdon Properties.
52. 910 obtained an Order for Sale to 910 with respect to the Langdon Properties on September 17, 2009. Attached as **Exhibit 17** is a copy of the Order for Sale.

53. Subsequent to taking title to the Langdon Properties, 910 directed that the titles be transferred as follows:

- (a) Plan 0614270, Block 12, Lot 41 -- Transferred to Ryan Calmusky, Randy Calmusky and Theresa Calmusky on December 12, 2009;
- (b) Plan 0614270, Block 10, Lot 53 -- Transferred to Jennifer Calmusky, Randy Calmusky and Theresa Calmusky on December 30, 2009;
- (c) Plan 0614270, Block 13, Lot 13 -- Transferred to Kyle Calmusky, Randy Calmusky and Theresa Calmusky on December 22, 2009; and
- (d) Plan 0614270, Block 12, Lot 23 -- Transferred to Randy Calmusky and Theresa Calmusky on December 22, 2009.

(Randy Calmusky, Theresa Calmusky, Jennifer Calmusky, Ryan Calmusky and Kyle Calmusky are collectively referred to as the "Calmuskys"). Attached as **Exhibit 18** are copies of the Land Titles Historical Searches and attached as **Exhibit 19** are the Transfers with respect to the Langdon Properties. Subsequently, Jennifer Calmusky, Ryan Calmusky and Kyle Calmusky apparently transferred their interest in the relevant properties to solely Randy Calmusky and Theresa Calmusky.

54. The Calmuskys proceeded to obtain mortgage financing from third party lenders to complete construction of houses on two of the Langdon Properties (Plan 0614270, Block 13, Lot 13 and Plan 0614270, Block 12, Lot 23). At this time the Receiver has not been able to determine the actual construction costs of the buildings and as such is uncertain of the profit, if any, earned on the financing and build out of the properties, in addition to the final sales price of the property. 910 also financed the construction of the house on Plan 0614270, Block 10, Lot 53, including financing the purchase of the land.
55. With respect to the fourth of the Langdon Properties, Plan 0614270, Block 12, Lot 41, it appears that the Calmuskys sold the property without any development..

56. All of the Langdon Properties were eventually sold to third parties and a summary of the proceeds is attached as **Exhibit 20**.
57. Based on a review of the Randy Calmusky line of credit and 910 trust account, the Receiver has been unable to confirm that any of these funds realized from the Langdon Properties (either through mortgage funding or sales) were ever returned to 910.
58. The Receiver is recommending that the Court confirm that:
- (a) All net proceeds from the sale of the Langdon lots are property of 910; and
 - (b) Randy Calmusky and Theresa Calmusky provide an accounting of the net proceeds of the sale of the Langdon Properties along with any excess proceeds of mortgages obtained on those Properties.

Alberta Law Society Claim

59. In connection with the Rembrandt matter, 910 had commenced an action against certain purchasers and refused to discharge its mortgage. Those purchasers in turn alleged liability against legal counsel. The Receiver has been in negotiations with the Law Society insurer regarding this matter, but it has yet to be resolved

Origins at Cranston

60. Randy Calmusky arranged investments in UBG, Origins at Cranston ("**Origins**") project for various investors. Based on preliminary discussions with UBG, the Receiver understands that the investors have secured claims, excluding interest, totalling \$1.5 million. The investment is included in Series A units, which total \$3.3 million. The Series A units are subsequent in priority to construction financing and a possible additional claim by the construction company. When the current phase of the property is sold, Investors will be required to make a decision to sell the remaining land now or agree to be part of a further build out possibly resulting in a higher return.

61. All investments in Origins were made in the name of the individual investors with the exception of one individual where the investment, in the amount of \$300,000, was made in the name of 910.
62. The Receiver has reviewed the books and records and believes there is sufficient evidence to conclude that the \$300,000 investment made in the name of 910 should in fact be in the name of a specific investor, whose name has been withheld for privacy reasons. The Receiver is making arrangements to transfer the investment into the name of the specific investor and requests approval from the Court for that transfer.

27 Elveden Place

63. In 2011, 910 advanced funds to Aspire Homes for the construction of 27 Elveden Place. Aspire Homes ran into financial difficulty and was unable to repay the mortgage and 910 was granted a Judgment. As partial satisfaction of the Judgment, the title of 27 Elveden Place was transferred to 910, and subsequently to Randy and Theresa Calmusky purportedly to obtain mortgage financing to complete the construction of the house on the property.
64. The house is now complete and currently there is a mortgage registered in the amount of \$550,000 on the property in favour of the Toronto Dominion Bank ("TD Mortgage").
65. During the Receivership, the Court ordered that the property be transferred back to 910. The property was listed prior to the Receivership and continues to date. The list price has been reduced to \$1.55 million to respond to the market value of the property. The Receiver will continue to report as to any further developments regarding this property.

Mika Development Judgement

66. 910 funded a mortgage to Mika Development Corp. ("Mika"). Mika defaulted and 910 obtained a Judgment in the amount of \$450,000 in April 2008. Funds were paid as partial settlement of the Judgment in the amount of \$210,805.58. These funds were directed by 910

to be paid to Randy Calmusky directly. A copy of the Judgment and a letter from Field Law confirming the payment is attached as **Exhibit 21** to this Report.

67. The Receiver reviewed the 910 trust account and Randy Calmusky line of credit statements, available to the Receiver, and has been unable to confirm that any of these settlement funds were ever returned to 910.
68. The Receiver is recommending that the Court confirm that:
- (a) All net proceeds from the judgment are property of 910; and
 - (b) Randy Calmusky provides an accounting of the payment.

Bankruptcy

69. The Court granted the Receiver the right to assign 910 into bankruptcy. 910 was assigned into bankruptcy on May 15, 2013.
70. The First Meeting of Creditors was held on June 4, 2013 and 5 inspectors were approved by the creditors.
71. On August 21, 2013 the Receiver was served with a Civil Notice of Appeal by Theresa Calmusky appealing the Order of the Honourable Madam Justice K. M. Horner granted July 11, 2013, which confirmed the Receiver's authority to assign 910 into bankruptcy.

Estimated Recoveries

72. **Exhibit 22** indicates the expected and potential recoveries for investors of 910.
73. The Court's decision on how to treat the advances from Gary Calmusky, Mary Calmusky to Randy Calmusky, will impact the size and return of the investor group. Currently, the total investor group does not include any investments from either Mary or Gary. If these are deemed to be investments in 910, and the repayment of \$370,000 (\$200,000 to Mary

Calmusky, and \$170,000 to Gary Calmusky) are voided, this will increase the investor principal outstanding. **Exhibit 22** includes a schedule of advances and payment to Randy Calmusky.

74. At this time there are \$100,394 in deposits to 910's trust account for which the source has not been determined. This should be confirmed with the receipt of the information requested from the TD bank.
75. The Court's decision on how to treat the advances from Mary and Gary Calmusky to Randy Calmusky, will impact the net payments on the Randy Calmusky line of credit. Currently, the funds advanced from Mary and Gary to Randy Calmusky personally have not been included as investor funds. If these are deemed to be investments in 910, \$370,000 in advances from Randy Calmusky will be reclassified to "Investor Principal", and effectively increase the payments made to Randy Calmusky by the same amount.

Current Attachment Order

76. The current Attachment Order covers three properties:

- (a) 41 Everglen Crescent;
- (b) 57 Everglen Crescent; and
- (c) 110 Hawks Land Drive.

(as defined in the Affidavit of Jack Eisenberg sworn December 4, 2012, and previous Receivers' Reports).

77. The first two properties relate to the Trico properties. As mentioned in the Receiver's Third Report, funds for the purchase of these two properties were advanced by 910 investors. As reported in Exhibit 27 of the Receiver's Third report, investors are owed an addition \$204,971 from the sale of 41 Everglen Crescent and 57 Everglen Crescent.

78. The Receiver is requesting that these properties be sold, and the net proceeds be held in trust until further order of the Court. The Receiver has received a proposal to sell 41 Everglen Crescent for \$440,000.
79. The Hawks Landing Property was in the joint names of Randy Calmusky and Theresa Calmusky until it was transferred solely to the name of Theresa Calmusky on May 4, 2011. As there is evidence of claims against Randy Calmusky and Theresa Calmusky, and evidence (as described in previous Receiver's Reports and Affidavits) that these individuals have previously transferred their property, the Receiver believes it to be appropriate for the Attachment Order to remain against this property or at least a lis pendens notice so that the Receiver is notified if the property is to be sold, allowing for a claim against the proceeds to be advanced.

Receipts and Disbursements

80. Attached as **Exhibit 23** is a statement of receipts and disbursements for the period ending August 15, 2013.
81. Assuming the funds from the Trickle Creek Mortgage are returned to 910, the Receiver would like to make an interim distribution of \$1 million to the creditors of 910.

Recommended Course of Action

82. The Receiver makes the following recommendations with respect to future actions:
- (a) The mortgage funds paid by Trickle Creek and currently held by counsel for the Receiver, should be released to the Receiver, who will proceed with an interim distribution of \$1 million to investors;
 - (b) Theresa Calmusky, Gary Calmusky and Mary Calmusky should be directed to repay funds they received as interest payments with respect to the Trickle Creek Mortgage loan which should be recognized as 910's assets;

- (c) The Calmuskys should be directed to provide the Receiver with accounting relating to the Langdon Properties as set forth above;
- (d) The Attachment Order should be extended for a further three months;
- (e) The Receiver requests authority to transfer the claim by 910 of \$300,000 against UBG to the relevant single investor; and
- (f) Randy Calmusky should be directed to account for payments related to the Mika lawsuit.
- (g) The Receiver should be granted permission to obtain the line of credit statements in the name of Randy and Theresa Calmusky not previously provided directly from the bank.

Dated at Calgary Alberta, the 27th day of August, 2013.

GRANT THORNTON LIMITED



Per: _____

Guy Odhams

EXHIBIT 1

COURT FILE NUMBER 1201-15430

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.

DEFENDANT 910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL

DOCUMENT AMENDED AND RESTATED RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Burnet, Duckworth & Palmer LLP
2400, 525 - 8 Avenue SW
Calgary, Alberta T2P 1G1
Lawyer: Douglas Nishimura
Phone Number: (403) 260-0269
Fax Number: (403) 260-0332
Email Address: dsn@bdplaw.com
File No. 62616-8

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

Dated this 15 day of JANUARY 2013
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS
PRONOUNCED:

January 14, 2013

NAME OF JUDGE WHO MADE
THIS ORDER:

The Honourable Madam Justice Horner

UPON the application of the Plaintiffs in respect of the Defendant, 910234 Alberta Ltd. (the "Debtor"); AND UPON having read the Application, the Affidavits of Stanley Eisenberg, sworn December 4, 2012 and the Affidavit of Jack Eisenberg, sworn December 4, 2012, the Affidavit of Richard Comstock sworn December 6, 2012, and the Affidavit of Service of Richard Comstock, sworn December 7, 2012, filed; AND UPON reading the consent of Grant Thornton

Limited to act as receiver and manager ("**Receiver**") of the Debtor, filed; AND UPON hearing counsel for the Plaintiffs;

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 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 Grant Thornton Limited is hereby appointed Receiver, without security, of all of the Debtor's 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 and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to investigate the business affairs of the Debtor and any and all transactions between the Debtor and the Defendants or any other person, including but not limited to the acquisition by one or more of the Defendants of any interest in the following real properties:
 - (i) Plan 0715416
Block 1
Lot 20
Excepting thereout all mines and minerals
and municipally described as 27 Elveden Place SW, Calgary, Alberta;
 - (ii) Plan 0613282
Block 26
Lot 10
Excepting thereout all mines and minerals
and municipally described as 41 Everglens Crescent SW, Calgary, Alberta;

- (iii) Plan 0613282
Block 26
Lot 6
Excepting thereout all mines and minerals
and municipally described as 57 Everglen Crescent SW, Calgary, Alberta;

- (c) to receive, preserve, protect and maintain control of 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;
- (d) on behalf of the Debtor and without any personal liability therefore, to manage, operate and carry on the business of the Debtor, 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;
- (e) 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 powers and duties conferred by this Order;
- (f) on behalf of the Debtor and without any personal liability therefore, to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, including but not limited to any monies payable to the Debtor arising out of any sale of the properties with the legal description of Plan 1014173, Block 10, Lot 51, excepting thereout all mines and minerals, municipally described as 28 Rockcliffe Grove NW, Calgary, Alberta and Plan 1210765, Block 2, Lot 23, excepting thereout all mines and minerals, municipally described as 300 Spyglass Way, Rocky View County, Alberta, and to exercise all remedies of the Debtor in collecting any such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (i) 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, for any purpose pursuant to this Order;
- (j) on behalf of the Debtor and without any personal liability therefore, to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

- (k) 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, the Property or the Receiver (including but not limited to the authority to apply to extend, amend, or vacate the December 6, 2012 attachment order granted in favour of the Plaintiffs (the "**Attachment Order**") in this proceeding), 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.
- (l) to undertake any actions the Receiver is required or permitted to undertake pursuant to the terms of the Attachment Order;
- (m) 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.
- (n) 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 \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; 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.
- (o) 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;
- (p) 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;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) 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;

- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers;

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, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors (including but not limited to Randy Calmusky), officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals (including but not limited to Theresa Calmusky, Kyle Calmusky, Cale Humeniuk and Jordan Rintoul), 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, 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. No paper or electronic records of the Debtor shall be destroyed or altered by any Person.
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 (notwithstanding whether records of other parties may be stored on the same

computer or electronic system) 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.

NO PROCEEDINGS AGAINST THE RECEIVER

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 OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor 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 or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall 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.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, 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 nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

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" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor 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 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 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 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

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

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, or 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 such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction in respect of its obligations under section 81.4(5) or 81.6(3) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 ("BIA") under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (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 (a) 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 (a) 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.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON RECEIVER'S LIABILITY

16. The Receiver shall incur no liability or obligation as a result of its appointment or carrying out the provision of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under section 81.41(5) or 81.6(3) of the BIA or under the WEPPA.

RECEIVER'S ACCOUNTS

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, which fees and disbursements shall, subject to paragraph 18, be paid by the Plaintiffs.
18. The Plaintiffs are entitled to apply, at any time and on notice to all interested parties, for an Order that the following sums be paid by the Receiver from the Post Receivership Accounts or other monies, properties or other assets in the possession or control of the Receiver, and that the sums be allocated as amongst those assets in any fashion that the Court deems appropriate:
- (a) any fees and disbursements paid or incurred by the Plaintiffs pursuant to paragraph 17 of this Order; and
 - (b) the costs of the Plaintiffs' motion to obtain the December 12, 2012 Order of Mr. Justice S. J. Lovecchio up to and including the entry and service of that Order and

the costs in relation to the Plaintiffs' motion to obtain the December 6, 2012 Attachment Order, at a scale to be determined, with such priority and payable at such time as this Court may determine.

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

FUNDING OF THE RECEIVERSHIP

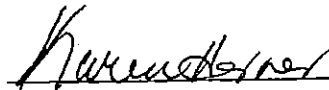
20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$150,000 (or such greater amount as this Court may by 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 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 charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
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.
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.
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

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 Borrowings Charge amongst the various assets comprising the Property.

GENERAL

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.
26. The Attachment Order is hereby vacated as against the Debtor for the purpose of facilitating the Receiver's exercise of its duties and powers pursuant to the terms of this Order.
27. The Registrar of Land Titles for the Province of Alberta is hereby directed to provide a list of documents currently registered in the name of 910234 Alberta Ltd.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
29. 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. 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.
30. 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.
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.


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

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

32. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 910234 Alberta Ltd. 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 7th day of December, 2012 (the "**Order**") made in action number 1201-15430, has received from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$150,000 which the Receiver is authorized to borrow under and pursuant to the Order.
33. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded _____ 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.
34. 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 (as defined in the Order), 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 right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
35. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
36. 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.
37. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
38. 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 _____, 2012.

Grant Thornton Limited, solely in its capacity
as Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____
Name: _____
Title: _____

EXHIBIT 2



Grant Thornton

April 23, 2013

Michael A. Loberg Professional Corporation
1000 Bankers Hall West
833 – 3rd Street SW
Calgary, AB T2P 5C5

Attention: Mr. Michael A. Loberg

Grant Thornton Limited
Suite 900
833 - 4th Avenue SW
Calgary, AB
T2P 3T5
T +1 403 260 2500
F +1 403 260 2571
www.GrantThornton.ca

Dear Mr. Loberg,

Re: Eisenberg et al v. 910234 Alberta Ltd. et al; Action 1201 15430

We confirm receipt of your information attached to your letter dated April 19, 2013. Subsequent to our review we noted that certain documents appear to have been not been provided as follows:

Line of Credit in the name of Theresa Calmusky and Randy Calmusky

Missed months

We have received additional statements for the line of credit from Theresa Calmusky. When combined with the information provided by Theresa, we have identified several months for which the statements of the joint line of credit have not been provided. We are therefore requesting the statements for the following months:

- a. March 2006
- b. April 2006
- c. September 2006
- d. November 2006
- e. May 2007
- f. September 2008
- g. October 2008
- h. November 2008
- i. December 2008
- j. January 2009
- k. February 2009
- l. March 2009
- m. April 2009

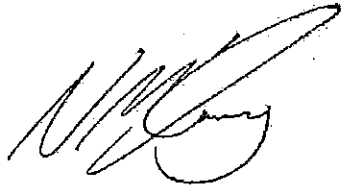
Supporting documentation

There is no supporting documentation provided for the transactions in the line of credit, although some information may be provided in the RC Transaction spreadsheet. Certain transactions reference a cheque or transfer, we would like a copy of the cancelled cheques and transfers.

“RC Transaction” spreadsheet

There does not appear to be any additional information in the RC Transactions spreadsheet although it is referred to in the accompanying letter dated April 19, 2013. Providing this spreadsheet may provide support for some of the transactions identified. We may have further questions or require additional supporting documentation upon review of this spreadsheet.

Yours sincerely,
Grant Thornton Limited



Nathan McQuay, CA

T 403 260 2480
Nathan.McQuay@ca.gt.com

EXHIBIT 3

BORROWING AGREEMENT BETWEEN:

910234 ALBERTA LTD.
(hereafter referred as the "Lender")

-AND-

TRICKLE CREEK CUSTOM HOMES
(hereafter referred to as the "Borrower")

Further to our recent discussions with Chris Jones of Trickle Creek Custom Homes, we are pleased to enter into a Borrowing Agreement under the following terms and conditions, with you, the Borrower:

Fixed Term Interest Only Loan

Loan Amount: The "Lender" on a best effort basis, agrees to loan up to \$1,200,000 Maximum.

Purpose: To improve cash flow.

Interest Rate: 15.0% (fifteen and zero tenths per cent, per annum).

Term: Twelve Months from each date funds are advanced.

Scheduled Payments: "Borrower will pay the "Lender" as follows:

- i. The principle amount outstanding from time to time hereunder shall bear interest at the rate of Fifteen and Zero Tenths Per Cent (15.0%) per annum.
- ii. Payments are 'Interest Only' and are based upon the outstanding principle amount of the Loan.

- iii. 'Interest Only' payments are to be made monthly.
- iv. The first payment is due on the 25th day following the advancement of funds, known as the "interest adjustment date", or IAD.
- v. Interest is calculated from the day that funds are delivered to the "Lender's" solicitors.
- vi. The last payment will include interest plus any outstanding principle amount.
- vii. All cheques to be made payable to 910234 Alberta Ltd..

Pre-Payment: No pre-payment privileges are permitted under this Agreement.

SECURITY.

Security: A First Mortgage in the amount of \$1,200,000 Maximum.
Security is identified in Schedule "A".

The "Lender", on a best effort basis, will loan up to 75% of the value of property (less GST) that is deemed suitable by the "Lender". Only developed property will be considered by the "Lender" as suitable security. Additionally, vacant lots on developed property are not to exceed 25% of the outstanding loan amount.

The "Borrower" is to identify the properties by legal description and these properties must be approved by the "Lender". Additionally, where applicable, the "Borrower" is to provide proof of unconditional sale of these properties including final price.

Recognizing that these properties may change during the course of this Loan, all substituted properties must also be approved by the "Lender".

A Corporate Guarantee is required from Trickle Creek Custom Homes.

CONDITION PRECEDENT.

A copy of current fire and other perils insurance to be provided to the "Lender's" solicitors, prior to advance.

All existing encumbrances including contractor liens (if any) to be discharged prior to advance.

All applicable taxes and utilities must be current prior to advance.

Where applicable, the "Borrower" must be a valid and subsisting Corporation in good standing and with full power and authority to enter into this transaction.

ADVANCE OF FUNDS.

To ensure availability of the necessary funds, the "Lender", at his discretion, has the option to deliver to the "Lender's" solicitor funds in advance of the draw schedule.

Until released by the "Lender", the advanced funds will remain in a trust account at the "Lender's" solicitor and bear interest at the agreed to rate.

RELEASE OF FUNDS.

Once advances have been delivered to the "Lender's" solicitor, they will be released to the "Borrower" on a draw basis as identified in Schedule 'B'.

Until released by the "Lender" the advanced funds will remain in a trust account at the "Lender's" solicitor and bear interest at the agreed to interest rate.

OTHER PROVISIONS.

- Assignment:** "Lender" reserves the right to assign this Agreement without notice or expressed written consent from the "Borrower".
- Deductions:** The "Borrower" shall be responsible for all application, appraisal, inspection, legal and other costs incurred by the "Lender" in this transaction, whether or not the transaction proceeds to a first advance of funds under this Agreement.
- Amendments:** Any amendments to this Agreement or its schedules/addendums must be in writing and signed by authorized officer(s) and jointly agreed upon, to take effect.
- Solicitors:** The solicitors acting on behalf of the "Lender" and the "Borrower" in the preparation of the security documents and disbursement of funds are:
- Masuch Albert LLP
Barristers & Solicitors
#209, 10836-24 Street S.E.
Calgary, Alberta
T2Z 4C9
Attention: Gerald Masuch (403-543-1100)

Default Interest: Interest of 25% (twenty five per cent) per annum will apply to all late payments.

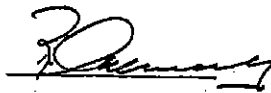
Termination Notice: Both the "Borrower" and the "Lender" agree to notify the other, in writing, of their intent not to renew/extend this Agreement at least 60 days prior to the maturity of the eighteen month term.

You agree that you have read this Agreement and you understand its terms.

Please indicate your acceptance of these terms by returning a signed copy of this Agreement. If we do not receive a signed copy by Friday June 20, 2012 then This Offer To Finance will expire.

910234 Alberta Ltd.

By:



Name:

Randy Calmusky

Title:

President

The undersigned certifies that all information provided to 910234 Alberta Ltd. is true, and acknowledges receipt of a copy of this Agreement including any Schedules/ Addendums referred to above.

Accepted this 20 day of June, 2012.

Trickle Creek Custom Homes

By:

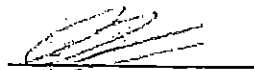


Name:

Michael Tew

Title:

President



Chris Jones

Secretary

SCHEDULE "A"

The following properties will form the security structure:

1. ^{6 H PC}
357 Spyglass Way
MD of Rocky View, Alberta

Watermark at Bearspaw
Phase 1
Block 2
Lot 4

EXHIBIT 4

MORTGAGE

The Land Titles Act

RECITALS

WHEREAS:

- A. The Mortgagor is or is entitled to become the registered owner of the Lands;
- B. As security for repayment of the Principal Sum and performance of the covenants contained herein, the Mortgagor has agreed to grant this Mortgage in favour of the Mortgagee.

NOW THEREFORE in consideration of the covenants and promises contained herein, the Mortgagor and Mortgagee covenant each with the other as follows:

ARTICLE I

Definitions

1.1 In this Mortgage:

- (a) "Interest Adjustment Date" means the June 25, 2012.
 - (b) "Lands" means these Lands and premises legally described in Schedule "A" hereto.
 - (c) "Loan Commitment Letter" means the Borrowing Agreement dated June 20, 2012 executed by the Mortgagee and the Mortgagor, as amended from time to time;
 - (d) "Mortgage" means this mortgage together with all Recitals and all Schedules attached hereto;
 - (e) "Mortgagee" means 910234 Alberta Ltd.;
 - (f) "Mortgagee's Address" means 110 Hawks Landing Drive, Priddis, Alberta, T0L 1W0, or such other address as the Mortgagee shall from time to time advise in writing;
 - (g) "Mortgagor" means Trickle Creek Custom Homes Inc.;
 - (h) "Mortgagor's Address" means P.O. Box 89046 McKenzie Towne RPO SE, Calgary, Alberta, T2Z 3W3, or such other address as the Mortgagee shall from time to time advise in writing;
 - (i) "Permitted Encumbrances" means those encumbrances described in Schedule "A" attached hereto;
 - (j) "Principal Sum" means the sum of **ONE MILLION TWO HUNDRED THOUSAND (\$1,200,000.00) DOLLARS** in lawful money of Canada;
 - (k) "Prior Charge" means any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this Mortgage, including without restriction, the Permitted Encumbrances.
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Preamble and Schedule Incorporated

- 1.2 The parties hereby confirm and ratify the matters contained and referred to in the preamble to this Mortgage and agree that same and Schedule "A" and Schedule "B" attached hereto are expressly incorporated into and form part of this Agreement.

Schedule

- 1.3 The schedule to this Agreement is as follows:

Schedule "A" - Description of Lands

Schedule "B" - Permitted Encumbrances.

ARTICLE II

Repayment

- 2.1 The Mortgagee agrees to lend an amount not to exceed the Principal Sum to the Mortgagor upon the terms and conditions as set forth in the Loan Commitment Letter.
- 2.2 That the Mortgagor will pay to the Mortgagee at the Mortgagee's Address, in lawful money of Canada, the Principal Sum lent to the Mortgagor as foresaid with interest thereon at the rate of **Fifteen (15%)** percent per annum, calculated and payable monthly not in advance as well after as before maturity of this Mortgage until paid as follows:
- (a) interest at the Interest Rate as defined below on the amounts of the Principal Sum from time to time advanced, computed from the respective dates of such advances up to and including the 25th day of June, 2012 (hereinafter called "the Interest Adjustment Date") shall become due and be paid on the date last mentioned, provided that the Mortgagee may require interest on the Principal Sum advances made from time to time, computed from the date of each such advance, to become due and payable in monthly instalments commencing on the 25 day of the month next following the date of the advance, and the Mortgagee may deduct from any advance all interest accrued on previous advances, to and including the 25 day of June, 2013; and
 - (b) the balance of the said Principal Sum and interest thereon, on the date last mentioned. The said monthly instalments each when received are to be applied firstly on interest and the balance, and all unpaid interest and outstanding costs and charges as provided for herein will be paid on the last mentioned date.
- 2.3 The Mortgagee may amend the Interest Adjustment Date, the date of the first payment and the date of the final payment herein at any time prior to the advance of the full proceeds of this Mortgage loan by notice in writing by ordinary mail to the Mortgagor at the Mortgagor's address given to the Mortgagee in the application of this Mortgage loan.

Payment of Interest

- 2.5 All interest in arrears shall become principal and bear interest at the rate aforesaid, payable at the times, in the manner and at the place herein mentioned for the payment of interest, from the time the same becomes due and payable. In case the sums hereby secured or any part thereof be not paid at the time or times above set forth for payment thereof the Mortgagor will, so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of
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this security, pay interest from day to day as above provided on the said sums or so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security, and the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest, at the above rate, on any moneys due or owing to the Mortgagee during the continuance of this security, under any of the covenants herein contained or on any judgment to be recovered thereon. Provided that in the event of any default being made in the payment of any installment of interest secured under this Mortgage the same shall thereupon become part of the Principal Sum hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any installment of interest falls due thereunder in each and every year until the whole of the said Principal Sum and interest secured hereby is fully paid and satisfied; all sums of money, whether interest or otherwise, then due and remaining unpaid shall become principal and bear interest at the rate aforesaid.

ARTICLE III

Charge

- 3.1 For the better securing to the Mortgagee the repayment in manner aforesaid of the said Principal Sum and interest and other charges and all the moneys hereby secured, the Mortgagor hereby mortgages to the Mortgagee all the Mortgagor's estate and interest in the Lands herein described.

ARTICLE IV

Short Covenants

- 4.1 The Mortgagor covenants with the Mortgagee that the Mortgagor:
- (a) has a good title to the said Lands;
 - (b) has the right to mortgage the said Lands;
 - (c) has done no act to encumber the said Lands;
 - (d) will execute such further assurances of the said Lands as may be requisite;
 - (e) and that, on default, the Mortgagee shall have quiet possession of the said Lands free from all encumbrances (except the Permitted Encumbrances).

ARTICLE V

Taxes, Liens, Encumbrances, Etc.

- 5.1 The Mortgagor will pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the said Lands or on this Mortgage or on the Mortgagee in respect of this mortgage and, on demand therefor by the Mortgagee, will produce and leave with the Mortgagee receipts for the same.
- 5.2 The Mortgagee may pay, as and when the same shall fall due, all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on this Mortgage or on the Mortgagee in respect of this Mortgage and any amount so paid by the Mortgagee shall become part of the Principal Sum hereby secured and be a charge on the said Lands in favour of the Mortgagee and shall be payable forthwith by the Mortgagor to the
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Mortgagee, with interest at the rate aforesaid until paid, and in default proceedings for sale and foreclosure may be taken in addition to all other remedies.

- 5.3 If the said Lands or any part thereof are sold or forfeited for non-payment of taxes while any sum remains unpaid hereunder, the Mortgagee may acquire title and rights of the purchaser at any sale, or the rights of any other person or corporation becoming entitled on or under any such forfeiture, or the Mortgagee may pay, either in its own name or in the name of the Mortgagor and on the Mortgagor's behalf, any and all sums necessary to be paid to redeem such Lands so sold or forfeited, and to revest such Lands in the Mortgagor, and the Mortgagor hereby nominates and appoints the Mortgagee as agent to pay such moneys on the Mortgagor's behalf and in the Mortgagor's name, and any moneys so expended by the Mortgagee shall be repaid by the Mortgagor to the Mortgagee forthwith, or in the alternative the Mortgagee shall have the right to bid on and/or purchase the said Lands at any tax sale of the same and shall thereupon become the absolute owner thereof.

ARTICLE VI

Insurance

- 6.1 The Mortgagor will forthwith insure, and during the continuance of this security keep insured against loss or damage by fire each and every building on the said Lands to the extent of their full replacement value in an insurance company or companies, to be approved of by the Mortgagee; and will not do nor suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over unto the Mortgagee the policy or policies of insurance, the receipt or receipts thereto appertaining.
- 6.2 In addition to the furnishing of fire insurance as herein otherwise provided, the Mortgagor covenants and agrees with the Mortgagee to furnish to the Mortgagee insurance policies or insurance contracts against such other insurable risks, perils or events including, without limiting the generality of the foregoing, comprehensive general liability insurance and rental or business interruption insurance, and in such amounts as the Mortgagee may require, upon the improvements situate on the mortgaged premises to the full replacement value and for such period of time as the Mortgagee may from time to time require during the existence of this mortgage.
- 6.3 If the Mortgagor shall neglect to keep the said buildings, or any of them, insured as aforesaid, or to pay the said premiums, or to deliver such policy or policies of insurance, or the receipt or receipts thereto appertaining to the Mortgagee, or to deliver satisfactory evidence of the renewal of each policy of insurance to the Mortgagee at its Office in Calgary at least five (5) days before the expiry thereof, then it shall be lawful for the Mortgagee to insure the said building or buildings in manner aforesaid, at the cost, charge and expense of the Mortgagor.
- 6.4 The Mortgagee may require any insurance of the said buildings to be cancelled and new insurance effected, and it shall be optional with the Mortgagee, in so far as it is entitled so to do from time to time under the laws of the Province of Alberta, to name the company or companies and the agents thereof, by which the insurance shall be written, all at the cost, charge and expense of the Mortgagor.
- 6.5 The loss under any policies or contracts of insurance hereinbefore required to be provided by the Mortgagor, and any renewal thereof, shall be payable to the Mortgagee as second mortgagee, and such policies or contracts shall be in terms satisfactory to the Mortgagee, shall have attached mortgage clauses in a form approved by the Mortgagee, and shall be delivered to and held by the Mortgagee.
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- 6.6 If for any reason any insurance as hereinbefore provided for cannot be effected or maintained, the whole of the Principal Sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.
- 6.7 And it is further agreed that in case of the cancellation of any insurance by reason of the unsatisfactory condition of the buildings on the said Lands or from any other cause whatsoever, the Mortgagee or its agents shall have the right to enter the said buildings at any time for the purpose of inspection at the expense of the Mortgagor, and the whole of the Principal Sum and interest hereby secured and not previously paid shall, at the option of the Mortgagee, forthwith become due and payable.
- 6.8 Nothing herein shall be deemed to hold the Mortgagee responsible for failure to have insurance placed or for any loss growing out of any defects in any policy, or because of failure of any insurance company to pay for any loss or damage insured against.
- 6.9 And the Mortgagor agrees forthwith on the happening of any loss or damage, to furnish at the expense of the Mortgagor all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys and all moneys received by virtue of any policy or policies as aforesaid may, at the option of the Mortgagee, either be forthwith applied in or toward repairing, rebuilding, or reinstating the mortgaged premises or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the mortgaged premises or be applied or paid partly in one way and partly in another, or it may be applied, at the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due;
- 6.10 The Mortgagor acknowledges that it is aware of the provisions of the FIRE PREVENTION (METROPOLIS) ACT of 1774, which provides that, in the case of loss or damage by fire, the Mortgagor, at its discretion, may require that the insurance proceeds be utilized to rebuild, reinstate and repair the Lands and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof.

ARTICLE VII

Improvements, Fixtures, Etc.

- 7.1 All erections, buildings, improvements, and other fixtures which are now or which shall hereafter be placed or installed upon the mortgaged premises shall form part of the realty and of the security and are included in the expression "the said Lands", and the Mortgagor will not commit any act of waste thereon, and the Mortgagor will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order, and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice; and upon the Mortgagor failing so to repair, rebuild or reinstate within such time, such failure shall constitute a breach of covenant hereunder and thereupon the mortgage moneys shall, at the option of the Mortgagee, become immediately due and payable and that without any demand by the Mortgagee upon the Mortgagor; provided that the Mortgagee may repair, rebuild or reinstate the mortgaged premises at the cost of the Mortgagor and charge all sums of money determined by the Mortgagee to be properly paid therefor to the mortgage account. This provision shall be in addition to any statutory covenants implied in this mortgage.

ARTICLE VIII

Assignment Of Rents

- 8.1 As further security for the payment of all moneys owing hereunder the Mortgagor assigns and agrees to assign to the Mortgagee all rents which shall now, or hereafter may become payable by reason of any tenancy or tenancies covering the mortgaged premises or any part thereof; and if the Mortgagor be in default in the observance or performance of any of the terms, covenants and conditions of this mortgage, then the Mortgagee shall have the right, by its agents or otherwise, to take and receive the rents thereof, and, for such purposes, the Mortgagor hereby appoints the Mortgagee attorney for the Mortgagor and in the Mortgagor's name, to execute such agreements, transfers or conveyances as may be required for the purposes aforesaid, the Mortgagor hereby confirming and ratifying all things which the Mortgagee may do in connection therewith; and the Mortgagor agrees to execute such further assurances as may be required to give effect to the true intent and purpose of this provision; but nothing in this provision shall make the Mortgagee chargeable or accountable as a mortgagee in possession.

ARTICLE IX

Expenses Of Obtaining And Maintaining Security

- 9.1 All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the mortgaged premises and the title thereto and for making or maintaining this mortgage a second charge on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs as between solicitor and client, and also allowance for the time, work and expenses of the Mortgagee or of any agent, solicitor or servant of the Mortgagee for any purpose herein provided for as from time to time are permitted by the laws of the Province of Alberta together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes, rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the said Lands, or in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise are to be secured hereby and shall be a charge on the said Lands, together with interest thereon at the said rate; and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded, then with the next ensuing installment of interest, except as herein otherwise provided.

ARTICLE X

Default Under Prior Charge

- 10.1 If the Mortgagor makes default in the performance of the covenants contained in any Prior Charge then such default shall constitute a default hereunder and the whole of the principal moneys hereby secured shall at the option of the Mortgagee, be and forthwith due and payable without notice or demand. The Mortgagee shall be at liberty in the event of such default, but shall not be obligated to pay any arrears on other sums payable under the Prior Charge or pay off all or any portion of the principal or interest thereby secured. Any amount so paid by the Mortgagee shall:
- (a) be added to the principal moneys hereby secured;
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- (b) be a charge upon these Lands; and
- (c) unless repaid to the Mortgagee upon demand shall be recoverable from the Mortgagor in the same manner as if such sum had been originally advanced and secured hereby.

ARTICLE XI

Maintenance of Charge

- 11.1 The Mortgagor will fully and effectually maintain and keep the security hereby created as a valid and effective security during the currency hereof and will not permit or suffer the registration of any debt, lien or privilege whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material, upon or in respect of the mortgaged premises, which could rank prior to the charge of this Mortgage; provided that the registration of any such lien or privilege shall not be deemed to be a breach of this covenant if the Mortgagor shall desire in good faith to contest the same and shall, if the Mortgagee so requires, give security to the satisfaction of the Mortgagee for the due payment of the amount claimed in respect thereof, together with possible costs, in case it shall be a valid lien or privilege.

ARTICLE XII

Acceleration

- 12.1 If any default shall be made in any payment of principal or interest or any of the moneys hereby secured or any part thereof, or in the observance or performance of any of the covenants, agreements, provisos and stipulations herein contained, then, and in such case, the whole principal moneys hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired.

ARTICLE XIII

Remedies On Default

- 13.1 In the event of default being made in any of the covenants, agreements, provisos or stipulations expressed or implied herein:
- (a) the Mortgagee may, at the expense of the Mortgagor, and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;
 - (b) the Mortgagee may send or employ an Inspector or agent to inspect and report upon the value, state and condition of the said Lands and a solicitor to examine and report upon the title to the same;
 - (c) the Mortgagee or agent of the Mortgagee may enter into possession of the said Lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the mortgaged premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;
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- (d) It shall and may be lawful for and the Mortgagor hereby grants full power, right and license to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover as much of the moneys secured hereby as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress;
- (e) the Mortgagee may sell and dispose of the said Lands with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the said Lands; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this Mortgage may be exercised; and no want of notice or publication or any other defects, impropriety or irregularity shall invalidate any sale made or purporting to be made of the said Lands hereunder; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such prices as can reasonably be obtained therefor; and in the even of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the said Lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary any contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; and
- (f) without prejudice to its other rights, privileges and remedies, the Mortgagee shall be entitled forthwith to appoint or apply to the court for and obtain the appointment of a receiver or manager, or receiver and manager (herein called the "Receiver") of the Lands and of the rents, issues and profits thereof without the necessity of first exercising its right to enter into possession and every such Receiver shall be deemed the agent of the Mortgagor; and the Mortgagor shall be solely responsible for the acts or defaults of the Receiver and the Receiver shall have power to demand, recover and receive all the income of the Lands of which he may be appointed Receiver by action, distress or otherwise, either in the name of the Mortgagor or the Mortgagee, and give effectual receipts therefor and every such Receiver may by writing, at the discretion of the Mortgagee, be vested with any or all of the powers and discretions of the Mortgagee herein contained and such Receiver may complete or carry on the business of the Mortgagor relating to the Lands or any part thereof; AND if the Receiver is removed, dies, refuses to act or becomes incapable of acting, a new Receiver may be appointed from time to time by the Mortgagee by writing under the hand of any authorized solicitor or agent as aforesaid; AND the Mortgagee may from time to time fix the remuneration of every such Receiver and may recompense every such Receiver for all disbursements properly incurred by him in carrying out his duties and his fees, including costs as between solicitor and client, and such payments shall be payable on demand, shall bear interest at the rate specified herein and shall, together with interest thereon, be a charge upon the Lands, but the Mortgagee shall not be deemed to be a mortgagee in possession and shall not be accountable except for the moneys actually received by it and the person paying money to or in any way dealing with the Receiver shall not be concerned to inquire whether any case has happened to authorize the Receiver to act and that, subject to the retention of his remuneration and disbursements as aforesaid, the Receiver shall apply all moneys received by him in such manner and in such order or priority as the Mortgagee may, from time to time at its option, direct in writing, and shall pay the residue, if any, of the

money received by him to the person who, but for the possession of the Receiver, would be entitled to receive the income of which he is appointed Receiver.

No Merger

- 13.2 That the taking of a judgment or judgments under any of the covenants herein undertaken or undertaken in any security collateral hereto shall not operate as a merger of said covenants or affect the Mortgagee's right to interest at the rate and time aforesaid and the exercise or attempted exercise of one or more of the Mortgagee's rights or remedies hereunder shall not affect, delay or prejudice its other rights or remedies or operate as a waiver thereof, and any or all of the said rights or remedies may be exercised concurrently, it being understood and agreed that interest at the rate specified in this mortgage shall be payable on any judgment pursuant to this mortgage or on any judgment pursuant to any security collateral hereto and shall be calculated and compounded as hereinbefore specified.

The Mortgagor acknowledges that it is aware of the provisions of the Judgment Interest Act, R.S.A. 2000, c. J-1 dealing with the award of interest from the date of Judgment, and hereby waives the benefit of such provisions or any legislation similar thereto or in replacement thereof, and agrees to pay interest in accordance with the terms of this Mortgage, both before and after default, maturity and judgment.

Bankruptcy

- 13.3 That if the Mortgagor shall commit an act of bankruptcy within the meaning of the Bankruptcy Act, become bankrupt or insolvent or shall be subject to the provisions of the Bankruptcy Act, the Companies Creditors Arrangement Act, the Winding Up Act or any other Act for the benefit of creditors or relating to bankrupt or insolvent debtors or go into liquidation either voluntarily or under an order of court of competent jurisdiction or make a general assignment for the benefit of its creditors or otherwise acknowledge its insolvency, same shall constitute a breach of covenant pursuant to this mortgage.

ARTICLE XIV

Expropriation

- 14.1 The Mortgagor acknowledges that it is fully aware of the meaning of Section 49 and 52 of the Expropriation Act, Chapter E-13, R.S.A. 2000, and being fully aware that under the terms of the said Act the Mortgagee may otherwise be restricted to recovering the market value of this Mortgage at the date of any expropriation, the Mortgagor hereby waives the provisions of Section 49 and 52 of the Expropriation Act insofar as they relate to such restriction and further waives any provisions which may be enacted and in force from time to time in replacement or in addition to such provisions of the said Section 49 of the Expropriation Act.
- 14.2 In the event of the expropriation of the Lands, the whole of the Principal Sum, interest and all other moneys hereby secured shall become due and payable immediately in like manner and to all intents and purposes as if the time herein mentioned for payment of such moneys had fully come and expired and the Mortgagor agrees to pay all moneys outstanding pursuant to the Mortgage as follows:
- (a) by payment to the Mortgagee by the expropriating authority of the market value of this mortgage; and
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- (b) in the event that the market value of this mortgage is less than the Principal Sum, interest and other moneys hereby secured at the date of expropriation, by payment to the Mortgagee by the Mortgagor of that portion of any proceeds which may become due and payable to the Mortgagor by an expropriating authority for the expropriation of its interest in the Lands which is equal to the difference, if any, between the outstanding balance secured by this mortgage at the date of expropriation and the market value of this mortgage and in order to effect such payment, the Mortgagor hereby assigns to the Mortgagee the said portion of its expropriation proceeds; PROVIDED HOWEVER that, in the event the outstanding balance secured by this mortgage at the date of expropriation exceeds the aggregate of the market value of this mortgage and the aforesaid expropriation proceeds payable to the Mortgagor by an expropriating authority, then the Mortgagor shall forthwith pay to the Mortgagee the remaining outstanding balance pursuant to this mortgage.
- 14.3 Where a portion of the Lands is expropriated, in addition to receiving any compensation to which it is entitled pursuant to the provisions of the Expropriation Act or any legislation passed in substitution or replacement thereof, if the remaining portion of the Lands is, in the opinion of the Mortgagee, insufficient security for the outstanding Principal Sum, interest and other moneys hereby secured at the date of expropriation, then, at the option of the Mortgagee, the whole of the Principal Sum, interest and other moneys hereby secured shall immediately become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such moneys had fully come and expired and such moneys shall be paid in accordance with the payment provisions specified in clause 14.2 hereof.
- 14.4 The Mortgagor shall forward to the Mortgagee, copies of any documentation relating to an expropriation or a proposed expropriation of the Lands or any portion thereof, forthwith upon receipt of the said documentation by the Mortgagor.
- 14.5 The Mortgagor shall execute and deliver any further or additional documentation which the Mortgagee in its sole discretion deems necessary to effect the above assignment, or which is requested by the expropriating authority.
- 14.6 For the purposes of the clauses contained in Article XIV hereof, "market value of this mortgage" means the market value as determined in accordance with the Expropriation Act or any legislation passed in substitution or replacement thereof and the "expropriating authority" means the Crown or any individual or entity empowered to acquire lands by expropriation pursuant to the provisions of the Expropriation Act, Chapter E-13, R.S.A. 2000, as amended from time to time.

ARTICLE XV

Environmental Matters

- 15.1 The Mortgagor covenants with the Mortgagee:
- (a) For the purposes of the clauses contained in Article XV hereof, any substance, defined or designated as a hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term, by any applicable federal, provincial, municipal or local statute, regulation, by-law or ordinance now or hereafter in effect or any substance or material, the use or disposition of which is regulated by any such statute, regulation, by-law or ordinance now or hereafter in effect or any substance or material, the use or disposition of which is regulated by any such statute, regulation, by-law or ordinance in, on or under the said Lands, such substances and materials shall herein be referred to as "Toxic Materials" and such statutes and ordinances shall herein be called "Environmental Laws";
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- (b) that it will not bring onto, use, release or store any Toxic Materials, or permit any Toxic Materials to be brought onto, used, released or stored in, on or under the said Lands;
 - (c) that it will comply with, and will promptly remedy the breach of, all Environmental Laws and all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, storage, treatment, control, removal or cleanup of Toxic Materials in, on, or under the said Lands;
 - (d) that it will forthwith notify the Mortgagee if any of the following occurs and will provide the Mortgagee with copies of all relevant documentation in connection therewith:
 - (i) if any Toxic Material is brought onto, used, released or stored in, on or under the said Lands;
 - (ii) if the Mortgagor breaches any Environmental Law;
 - (iii) if the Mortgagor receives notice of any claim, order, action or threatened litigation relating to any Toxic Materials alleged to be in, on or under the said Lands or relating to the breach of any Environmental Law; or
 - (iv) if the Mortgagor receives any notice, demand or other communication respecting any permit that may be required by the Mortgagor pursuant to any Environmental Law;
 - (e) that it will promptly cause to be conducted, at its own expense, such investigations, searches, tests, drilling and sampling of the said Lands as are requested from time to time by the Mortgagee, and will forward the results of such investigations, searches, tests, drilling and sampling to the Mortgagee upon receipt; and
 - (f) that if, now or hereafter, there are Toxic Materials in, on or under the said Lands, or incorporated in any improvements thereon, it shall promptly and diligently take such actions and incur such costs and expenses as are necessary to remove such Toxic Materials from the said Lands and improvements and shall promptly thereafter repair any damage to the said Lands and improvements caused by such removal.
- 15.2 The Mortgagee may, but shall not be obliged to, enter upon the said Lands and take such actions and incur such costs and expenses to effect such compliance as it deems advisable with the representations, warranties and covenants aforesaid, and the Mortgagor shall reimburse the Mortgagee on demand for full amount of all costs and expenses incurred by the Mortgagee in connection with such compliance activities.
- 15.3 The Mortgagor will indemnify and hold the Mortgagee harmless against any losses, damages, costs, expenses and liabilities suffered or incurred by the Mortgagee by reason of a breach of any of the representations, warranties and covenants aforesaid which indemnity shall survive the repayment or satisfaction of the indebtedness secured hereby, any release or discharge of this Mortgage, any order absolute on foreclosure, order for sale or any other release whatsoever of this Mortgage.
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ARTICLE XVI

Attornment

- 16.1 That for better securing the punctual payment of the Principal Sum, interest and other moneys hereby secured, the Mortgagor hereby attorns to and becomes tenant at will to the Mortgagee of the Lands at a monthly rental equivalent to the total of the payments pursuant to this Mortgage required in each month (including any portion of taxes payable monthly), the same to be paid on each day appointed for the payment of installments, and if any Judgment, execution or attachment shall be issued against any of the Mortgagor's goods or lands, or if the Mortgagor shall become insolvent or bankrupt, or commit an act of bankruptcy within the meaning of the Bankruptcy Act, or shall take the benefit of any statute relating to bankrupt or insolvent debtors, then such rental shall, if not already payable, be payable, immediately thereafter, and the legal relationship of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor; provided that the Mortgagee may, at any time after default in performance of the Mortgagor's covenants herein undertaken, or any of them, enter upon the Lands, or any part thereof without giving the Mortgagor any notice to quit, but the Mortgagee shall not be liable to account to the Mortgagor for any moneys except those actually received by it.

ARTICLE XVII

Subsequent Encumbrances

- 17.1 The Mortgagor covenants and agrees not to grant any further charges, liens or encumbrances against the said Lands subsequent to this Mortgage.

ARTICLE XVIII

Discharge

- 18.1 The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this Mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and to the extent permitted by law, all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor; PROVIDED THAT the Mortgagor shall not be entitled to a discharge of this Mortgage unless and until all covenants, provisos, agreements and stipulations herein contained, on the part of the Mortgagor to be observed or performed, have been duly complied with, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise.

ARTICLE XIX

Renewal and Extension

- 19.1 In the event that the Mortgagee shall agree to renew or extend the term of this Mortgage, such renewal or extension (and the rate of interest, term, installment and other stipulations of such renewal or extension) shall be binding upon the Mortgagor, its successors in title and assigns, and all subsequent mortgages, encumbrances and other interests in or of the Lands, and shall take full priority over all such subsequent mortgages, encumbrances and other interests, whether or not the said renewal or extension is filed or recorded at the applicable Land Titles Office and whether or not the rate of interest payable or payment amortization period applicable during the renewal or extension term is greater than or less than the rate or amortization stipulated in this Mortgage. The
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Mortgagor shall, forthwith on request therefor by the Mortgagee, provide to the Mortgagee, at the Mortgagor's expense, all such postponements and other assurances as the Mortgagee may require to ensure the foregoing binding effect and priority. All renewals and extensions (if any) shall be done at the Mortgagor's expense (including without limitation payment of Mortgagee's legal expenses on a solicitor and his own client basis). No such renewal or extension, even if made by a successor in title to the Mortgagor named herein, shall in any way release or abrogate or render unenforceable the covenants or obligations of the Mortgagor named herein, which shall continue notwithstanding such renewal or extension.

ARTICLE XX

Miscellaneous Covenants

20.1 The Mortgagor further covenants and agrees with the Mortgagee that:

- (a) it is agreed that this Mortgage, the taking, foreclosure or cancellation thereof or any other dealing with or proceeding under the same shall not operate by way of merger of any indebtedness of the Mortgagor to the Mortgagee or any contract or instrument by which the same now or at any time hereafter be represented or evidenced, nor shall it operate to suspend payment of any such indebtedness or affect or prejudice in any way the rights, remedies and powers of the Mortgagee in respect thereof or any securities held by the Mortgagee for the payment thereof; and that no judgment recovered by the Mortgagee and no other dealing with any other security for the moneys advanced hereunder or secured hereby shall operate by way of merger of this Mortgage or in any way affect the security hereby created or the Mortgagee's right to interest as aforesaid;
 - (b) the Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured;
 - (c) no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured;
 - (d) the waiver of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default;
 - (e) in the event of the Mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position to and be entitled to all the equities of the party so paid off whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this Mortgage or of any claim so paid off, shall be final and binding on the Mortgagor;
 - (f) the Mortgagee shall not be charged with any moneys receivable or collectable out of the Mortgaged premises or otherwise, except those actually received; and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the
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Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the Mortgaged premises, or in payment of taxes or other charges against the Mortgaged premises, or applied on the Mortgage account;

- (g) in any action, suit, or proceeding for enforcing this Mortgage, or to recover payment of the moneys hereby secured, or for the sale, foreclosure, or obtaining possession of the said lands, or any part thereof, service of any Notice, Writ of Summons, Originating Summons, Statement of Claim, Order of Court or a Judge, or of any legal or other proceeding by the Mortgagee, or by any statute, ordinance, rule, order or practice required to be given or served, may be effected by posting up a copy of such Notice, Writ of Summons, Originating Summons, Statement of Claim, Order or legal proceeding on the said Lands (if unoccupied), or by leaving any such copy with a grown person on the said Lands (if occupied) or, at the option of the Mortgagee, by publishing the same in some newspaper published in the Province of Alberta; and such notice shall be sufficient though not otherwise addressed than "To Whom It May Concern"; and the Mortgagor hereby agrees to such notice being given or such service being made as aforesaid, and that the same shall be in lieu of and shall have the same effect and be taken as personal notice or service; any statute, ordinance, order, rule, or practice to the contrary notwithstanding;
 - (h) That the Mortgagor is aware of the provisions of the Law of Property Act, Chapter L-8, R.S.A. 2000 as amended, and hereby waives the provisions thereof and of any legislation passed in substitution or replacement thereof to the extent that such legislation limits the remedies of the Mortgagee pursuant to this Mortgage and the Mortgagor expressly agrees with the Mortgagee that, in the event of any default in the payment of any moneys secured hereunder or otherwise howsoever and/or in any other security held by the Mortgagee then except to the extent that applicable legislation prohibits the same and that the provisions of such legislation cannot be waived, the Mortgagee may proceed against the Mortgagor upon its covenant for payment, in accordance with the terms hereof, whether or not the Lands have been transferred or sold or otherwise disposed of and may realize on any and all securities held by it, simultaneously or otherwise, as it in its absolute discretion may decide;
 - (i) That if any term, covenant or condition of this Mortgage or the application thereof to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the remainder of this Mortgage or the application of such term, covenant or condition to persons or circumstances other than those with respect to which it is held invalid, unenforceable or illegal shall not be affected thereby and shall continue to be applicable and enforceable to the fullest extent permitted by law;
 - (j) wherever the singular number or the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so require; and in any case where this Mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this Mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained; and the covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute; and
 - (k) the descriptive headings of the several paragraphs of this Mortgage are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
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ARTICLE XXI

21.1 Condominium

If the lands or any portion hereof is now subject to or becomes subject to a condominium plan duly created pursuant to the provisions of the *Condominium Property Act*, R.S.A. 2000 c. C-22, and amendments thereto, then:

- (a) the Mortgagor hereby fully and absolutely assigns, transfers and sets over unto the Mortgagee, any and all of the Mortgagor's voting rights now existing or which may come into existence with respect to the lands, and with respect to the condominium corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the condominium unit being charged by this Mortgage (herein sometimes call the "Condominium Corporation") whether such voting rights arise under the *Condominium Property Act*, R.S.A. 2000, c. C-22, or any amendments thereto, or any legislation passed in addition thereto, or in substitution therefore, under the By-laws of the Condominium Corporation, under any agreement with the Condominium Corporation or otherwise howsoever. The Mortgagor covenants and agrees to execute any materials or documentation which in the sole opinion of the Mortgagee are necessary or advisable to give full effect to such assignment, transfer and setting over of the voting rights. Provided, however, that if the Mortgagee is not present in person or by proxy, or if present, does not wish to vote, then the Mortgagor may without further authority exercise all voting rights other than the right to vote on any matter requiring a unanimous resolution. Provided further that the Mortgagee may, by notice in writing to the Mortgagor, revoke and terminate all voting rights and privileges of the Mortgagor;
 - (b) it is further stipulated, provided and agreed that notwithstanding anything to the contrary herein contained:
 - (i) the Mortgagor covenants and agrees with the Mortgagee that the Mortgagor shall observe and perform each and every one of the covenants and provisions required to be performed under or pursuant to the terms of this Mortgage, the *Condominium Property Act*, R.S.A. 2000, c. C-22 and all amendments thereto and any legislation passed in addition thereto or in substitution therefore, the By-laws of the Condominium Corporation and any amendments thereto, and under any agreement between the Mortgagor and the Condominium Corporation; and
 - (ii) without limiting the generality of the foregoing subsection, the Mortgagor covenants to pay promptly when due and any all assessments, installments or payments owing to the Condominium Corporation by an owner of a condominium unit;
 - (c) the Mortgagor further covenants and agrees that where the Mortgagor defaults in the Mortgagor's obligations to contribute to the common expenses assessed or levied by the Condominium Corporation or any authorized agent on its behalf, or any assessment, installment or payment owing to the Condominium Corporation, or upon breach of any covenant or provision hereinbefore in this Section contained, then regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to the Mortgagor:
 - (i) may, but shall not be obliged to, pay such contribution to the common expenses, assessment, installment or payment owing to the Condominium Corporation or rectify any such default or breach by the Mortgagor and all monies so paid and expended by the Mortgagee shall be secured hereby and shall be a charge on the Lands together
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with interest thereon at the Interest Rate and all such monies shall be repayable to the Mortgagee on demand; and

- (ii) may deem such default to be a default under the terms of this Mortgage and proceed to exercise its rights hereunder; and
- (d) upon default herein and notwithstanding any other right of action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, installments and payments due to the Mortgagee or arising under any of the foregoing paragraphs.

ARTICLE XXII

22.1 Advance of Monies

Neither execution nor registration nor acceptance of this Mortgage nor the advance of part of the monies secured hereby shall bind the Mortgagee to advance the entire sum or any unadvanced portion thereof but nevertheless this Mortgage shall take effect forthwith upon the execution hereof and if the Principal Sum or any part thereof shall not be advanced at the date hereof the Mortgagee may advance the same in one or more sums, to the Mortgagor or its order at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided.

22.2 Revolving Line of Credit

It is hereby declared by and agreed between the Mortgagor and the Mortgagee that, if provided for in the Loan Commitment Letter, as the same may be amended from time to time, this Mortgage, may, at the option of the Mortgagee in its sole and absolute discretion, be held by the Mortgagee as security for a revolving line of credit up to the specified Principal Sum. It is further hereby declared by and agreed between the Mortgagor and the Mortgagee that, if provided for in the Loan Commitment Letter, as the same may be amended from time to time, this Mortgage may, at the option of the Mortgagee in its sole and absolute discretion, be held by the Mortgagee as security for funds which may be re-advanced by the Mortgagee on one or more occasions up to the specific Principal Sum aforesaid.

22.3 Substitute Mortgage

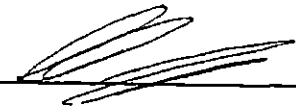
That in the event that this mortgage is granted by the Mortgagor in replacement of or in substitution for another mortgage granted by the Mortgagor to the Mortgagee (the "earlier mortgage") with respect to the Land, then the Mortgagee shall be entitled (notwithstanding that the mortgage account numbers for the earlier mortgage and this mortgage are the same and notwithstanding that the Mortgagee does nothing more than note on its file that this mortgage is in replacement of or substitution for the earlier mortgage) to advance under this mortgage, by way of internal transfer of mortgage accounts, the amount owing under the earlier mortgage, and upon such internal transfer of mortgage accounts it shall be deemed that the amount thereby transferred as aforesaid, is advanced hereunder.

22.4 Prepayment

The Mortgage is a closed Mortgage. No prepayments are permitted prior to the Maturity Date.

IN WITNESS WHEREOF, the Mortgagor has hereunto affixed its corporate seal attested by the hand of its proper officer, this 25th day of June, 2012.

TRICKLE CREEK CUSTOM HOMES INC.

Per:  _____

c/s

SCHEDULE "A"

LANDS

PLAN 1210765

BLOCK 2

LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "B"

PERMITTED ENCUMBRANCES

Registration No. 111 170 936 - Easement
Registration No. 111 270 759 - Easement
Registration No. 121 064 061 - Encumbrance
Registration No. 121 064 062 - Utility Right of Way
Registration No. 121 064 066 - Agreement
Registration No. 121 062 067 - Caveat

THE LAND TITLES ACT

DATED: June 25, 2012

TRICKLE CREEK CUSTOM HOMES INC.

TO

910234 ALBERTA LTD.

MORTGAGE

MASUCH, ALBERT LLP
Barristers and Solicitors
#209, 10836 - 24th Street S.E.
Calgary, Alberta
T2Z 4C9

File: 12-56-44641/GEM/km

EXHIBIT 5

BORROWING AGREEMENT BETWEEN:

THERESA CALMUSKY
(hereafter referred as the "Lender")

-AND-

TRICKLE CREEK CUSTOM HOMES
(hereafter referred to as the "Borrower")

Further to our recent discussions with Chris Jones of Trickle Creek Custom Homes, we are pleased to enter into a Borrowing Agreement under the following terms and conditions, with you, the Borrower:

Fixed Term Interest Only Loan

Loan Amount: The "Lender" on a best effort basis, agrees to loan up to \$1,200,000 Maximum.

Purpose: To improve cash flow.

Interest Rate: 15.0% (fifteen and zero tenths per cent per annum).

Term: Twelve Months from each date funds are advanced.

Scheduled Payments: "Borrower will pay the "Lender" as follows:

- i. The principle amount outstanding from time to time hereunder shall bear interest at the rate of Fifteen and Zero Tenths Per Cent (15.0%) per annum.
- ii. Payments are 'Interest Only' and are based upon the outstanding principle amount of the Loan.

- iii. 'Interest Only' payments are to be made monthly.
- iv. The first payment is due on the 25th day following the advancement of funds, known as the "interest adjustment date", or IAD.
- v. Interest is calculated from the day that funds are delivered to the "Lender's" solicitors.
- vi. The last payment will include interest plus any outstanding principle amount.
- vii. All cheques to be made payable to Theresa Calmusky and/or Gary Calmusky and/or Mary Calmusky.

Pre-Payment: No pre-payment privileges are permitted under this Agreement.

SECURITY.

Security: A First Mortgage in the amount of \$1,200,000 Maximum.
Security is identified in Schedule "A".

The "Lender", on a best effort basis, will loan up to 75% of the value of property (less GST) that is deemed suitable by the "Lender". Only developed property will be considered by the "Lender" as suitable security. Additionally, vacant lots on developed property are not to exceed 25% of the outstanding loan amount.

The "Borrower" is to identify the properties by legal description and these properties must be approved by the "Lender". Additionally, where applicable, the "Borrower" is to provide proof of unconditional sale of these properties including final price.

Recognizing that these properties may change during the course of this Loan, all substituted properties must also be approved by the "Lender".

A Corporate Guarantee is required from Trickle Creek Custom Homes.

CONDITION PRECEDENT.

A copy of current fire and other perils insurance to be provided to the "Lender's" solicitors, prior to advance.

All existing encumbrances including contractor liens (if any) to be discharged prior to advance.

All applicable taxes and utilities must be current prior to advance.

Where applicable, the "Borrower" must be a valid and subsisting Corporation in good standing and with full power and authority to enter into this transaction.

ADVANCE OF FUNDS.

To ensure availability of the necessary funds, the "Lender", at his discretion, has the option to deliver to the "Lender's" solicitor funds in advance of the draw schedule.

Until released by the "Lender", the advanced funds will remain in a trust account at the "Lender's" solicitor and bear interest at the agreed to rate.

RELEASE OF FUNDS.

Once advances have been delivered to the "Lender's" solicitor, they will be released to the "Borrower" on a draw basis as identified in Schedule 'B'.

Until released by the "Lender" the advanced funds will remain in a trust account at the "Lender's" solicitor and bear interest at the agreed to interest rate.

OTHER PROVISIONS.

Assignment:

"Lender" reserves the right to assign this Agreement without notice or expressed written consent from the "Borrower".

Deductions:

The "Borrower" shall be responsible for all application, appraisal, inspection, legal and other costs incurred by the "Lender" in this transaction, whether or not the transaction proceeds to a first advance of funds under this Agreement.

Amendments:

Any amendments to this Agreement or its schedules/addendums must be in writing and signed by authorized officer(s) and jointly agreed upon, to take effect.

Solicitors:

The solicitors acting on behalf of the "Lender" and the "Borrower" in the preparation of the security documents and disbursement of funds are:

Masuch Albert LLP
Barristers & Solicitors
#209, 10836-24 Street S.E.
Calgary, Alberta
T2Z 4C9
Attention: Gerald Masuch (403-543-1100)

Default Interest: Interest of 25% (twenty five per cent) per annum will apply to all late payments.

Termination Notice: Both the "Borrower" and the "Lender" agree to notify the other, in writing, of their intent not to renew/extend this Agreement at least 60 days prior to the maturity of the eighteen month term.

You agree that you have read this Agreement and you understand its terms.

Please indicate your acceptance of these terms by returning a signed copy of this Agreement. If we do not receive a signed copy by _____, 2012 then This Offer To Finance will expire.

Theresa Calmusky

By:



Name:

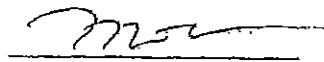
Theresa Calmusky

The undersigned certifies that all information provided to Theresa Calmusky is true, and acknowledges receipt of a copy of this Agreement including any Schedules/ Addendums referred to above.

Accepted this _____ day of _____, 2012.

Trickle Creek Custom Homes

By:

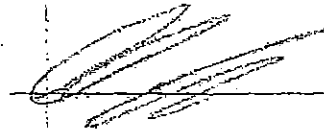


Name:

Michael Tew

Title:

President



Chris Jones

Secretary

SCHEDULE "A"

The following properties will form the security structure:

1. 356 Spyglass Way
MD of Rocky View, Alberta
Watermark at Bearspaw
Plan 1210765
Block 2.
Lot 4

BORROWING AGREEMENT BETWEEN:

THERESA CALMUSKY
(hereafter referred as the "Lender")

-AND-

TRICKLE CREEK CUSTOM HOMES
(hereafter referred to as the "Borrower")

Further to our recent discussions with Chris Jones of Trickle Creek Custom Homes, we are pleased to enter into a Borrowing Agreement under the following terms and conditions, with you, the Borrower:

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Purpose: To improve cash flow.

Interest Rate: 15.0% (fifteen and zero tenths per cent, per annum).

Term: Twelve Months from each date funds are advanced.

Scheduled Payments: "Borrower will pay the "Lender" as follows:

- i. The principle amount outstanding from time to time hereunder shall bear interest at the rate of Fifteen and Zero Tenths Per Cent (15.0%) per annum.
- ii. Payments are 'Interest Only' and are based upon the outstanding principle amount of the Loan.

Recognizing that these properties may change during the course of this Loan, all substituted properties must also be approved by the "Lender".

A Corporate Guarantee is required from Trickle Creek Custom Homes.

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All existing encumbrances including contractor liens (if any) to be discharged prior to advance.

All applicable taxes and utilities must be current prior to advance.

Where applicable, the "Borrower" must be a valid and subsisting Corporation in good standing and with full power and authority to enter into this transaction.

ADVANCE OF FUNDS.

To ensure availability of the necessary funds, the "Lender", at his discretion, has the option to deliver to the "Lender's" solicitor funds in advance of the draw schedule.

Until released by the "Lender", the advanced funds will remain in a trust account at the "Lender's" solicitor and bear interest at the agreed to rate.

- iii. 'Interest Only' payments are to be made monthly.
- iv. The first payment is due on the 25th day following the advancement of funds, known as the "interest adjustment date", or IAD.
- v. Interest is calculated from the day that funds are delivered to the "Lender's" solicitors.
- vi. The last payment will include interest plus any outstanding principle amount.
- vii. All cheques to be made payable to Theresa Calmusky and/or Gary Calmusky and/or Mary Calmusky.

Pre-Payment: No pre-payment privileges are permitted under this Agreement.

SECURITY.

Security: A First Mortgage in the amount of \$1,200,000 Maximum.
Security is identified in Schedule "A".

The "Lender", on a best effort basis, will loan up to 75% of the value of property (less GST) that is deemed suitable by the "Lender". Only developed property will be considered by the "Lender" as suitable security. Additionally, vacant lots on developed property are not to exceed 25% of the outstanding loan amount.

The "Borrower" is to identify the properties by legal description and these properties must be approved by the "Lender". Additionally, where applicable, the "Borrower" is to provide proof of unconditional sale of these properties including final price.

RELEASE OF FUNDS.

Once advances have been delivered to the "Lender's" solicitor, they will be released to the "Borrower" on a draw basis as identified in Schedule 'B'.

Until released by the "Lender" the advanced funds will remain in a trust account at the "Lender's" solicitor and bear interest at the agreed to interest rate.

OTHER PROVISIONS.

- Assignment: "Lender" reserves the right to assign this Agreement without notice or expressed written consent from the "Borrower".
- Deductions: The "Borrower" shall be responsible for all application, appraisal, inspection, legal and other costs incurred by the "Lender" in this transaction, whether or not the transaction proceeds to a first advance of funds under this Agreement.
- Amendments: Any amendments to this Agreement or its schedules/addendums must be in writing and signed by authorized officer(s) and jointly agreed upon, to take effect.
- Solicitors: The solicitors acting on behalf of the "Lender" and the "Borrower" in the preparation of the security documents and disbursement of funds are:

Masuch Albert LLP
Barristers & Solicitors
#209, 10836-24 Street S.E.
Calgary, Alberta
T2Z 4C9
Attention: Gerald Masuch (403-543-1100)

Page 4 of 6

Default Interest: Interest of 25% (twenty five per cent) per annum will apply to all late payments.

Termination Notice: Both the "Borrower" and the "Lender" agree to notify the other, in writing, of their intent not to renew/extend this Agreement at least 60 days prior to the maturity of the eighteen month term.

You agree that you have read this Agreement and you understand its terms.

Please indicate your acceptance of these terms by returning a signed copy of this Agreement. If we do not receive a signed copy by June 20, 2012 then This Offer To Finance will expire.

R. Jones

Theresa Calmusky

By:

Theresa Calmusky

Name:

Theresa Calmusky

The undersigned certifies that all information provided to Theresa Calmusky is true, and acknowledges receipt of a copy of this Agreement including any Schedules/ Addendums referred to above.

R. Jones

Accepted this 20 day of June, 2012.

Trickle Creek Custom Homes

By:

Michael Tew

Chris Jones

Name:

Michael Tew

Chris Jones

Title:

President

Secretary

Page 5 of 6

SCHEDULE "A"

The following properties will form the security structure:

1. 356 Spyglass Way
MD of Rocky View , Alberta

Watermark at Bearspaw
Plan 1210765
Block 2
Lot 4

EXHIBIT 6

TRANSFER OF MORTGAGE

910234 ALBERTA LTD., the mortgagee, in consideration of the sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00) DOLLARS paid to it by THEREAS CALMUSKY, the receipt of which sum it does hereby acknowledge, hereby transfers to THERESA CALMUSKY, of 110 Hawk's Landing Drive, Priddis, Alberta, T0L 1W0, its interest in the mortgage in the principal sum of ONE MILLION TWO HUNDRED THOUSAND (\$1,200,000.00) DOLLARS and made between Trickle Creek Custom Homes Inc. (as Mortgagor) and 910234 Alberta Ltd. (as Mortgagee), (the "Mortgage") registered as Instrument Number 121 164 817, together with all my rights, powers, title, and interest therein.

IN WITNESS WHEREOF 910234 Alberta Ltd. has executed this document this 30 day of August, 2012.

910234 ALBERTA LTD.

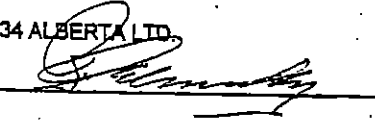
Per: 

EXHIBIT 7

Date	Received From/Paid To	Chq#	General	Repts	Disbs	Fees	Inv#	Acc	Trust Activity	Repts	Disbs	Balance
Entry #	Explanation	Rec#										
2056	TRICKLE CREEK CUSTOM HOMES											
56-44641	MACDONALD WATERMARK PROPERTIES LTD/ MARKETIN											
Jun/26/2012	910234 ALBERTA LTD.											
2699121	MORTGAGE PROCEEDS	125343				79958	1	800000.00				800000.00
Jun/26/2012	Transfer: 56-44641 To 56-44642											
2699834	TRSF MORTGAGE PROCEEDS TO	X1874				79958	1			359212.17		440787.83
	PURCHASE FILE											
Jun/27/2012	FRASER MILNER CASGRAIN											
2699930	CASH TO CLOSE	125591				79958	1			440104.93		682.90
Jul/17/2012	FRASER MILNER CASGRAIN LLP											
2712713	INTEREST EARNED ON DEPOSIT	125813				79958	1	508.94				1191.84
	MONIES INVESTED											
Jul/18/2012	MASUCH ALBERT LLP - ACCT 04-519-2											
2713684	PAY FILES	126086				80182	1			1191.84		0.00
Jul/26/2012	910234 ALBERTA LTD.											
2719342	MORTGAGE PROCEEDS	126021				80182	1	200000.00				200000.00
Jul/26/2012	TRICKLE CREEK CUSTOM HOMES INC.											
2719458	DRAW #2	126285				80182	1			179856.15		20143.85
Jul/30/2012	MASUCH ALBERT LLP											
2721951	PAY FILES	126340				80809	1			143.85		20000.00
Aug/24/2012	910234 ALBERTA LTD.											
2738678	3RD MORTGAGE ADVANCE	126641				80809	1	200000.00				220000.00
Aug/27/2012	TRICKLE CREEK CUSTOM HOMES INC.											
2739626	3RD MORTGAGE DRAW	127076				80809	1			179856.15		40143.85
Aug/29/2012	MASUCH ALBERT LLP											
2742448	PAY FILES	127141					1			143.85		40000.00
Aug/30/2012	TRICKLE CREEK CUSTOM HOMES INC.											
2743453	RELEASE OF BL HOLDBACKS	127173					1			40000.00		0.00

TOTALS	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	10.00	0.00	10.00	616.50	1300.00	73.33	1989.83	0.00	0.00
END DATE	0.00	10.00	0.00	10.00	616.50	1300.00	73.33	1989.83	0.00	0.00

FIRM TOTAL	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	= A/R	TRUST
PERIOD	0.00	10.00	0.00	10.00	616.50	1300.00	73.33	1989.83	0.00	0.00
END DATE	0.00	10.00	0.00	10.00	616.50	1300.00	73.33	1989.83	0.00	0.00

REPORT SELECTIONS - Client Ledger

Layout Template Default
 Advanced Search Filter None
 Requested by Trust
 Finished Tuesday, September 18, 2012 at 11:59:22 AM
 Ver 11.0 SP2 (11.0.20120222)
 Matters 56-44641
 Clients All
 Major Clients All
 Client Intro Lawyer All
 Matter Intro Lawyer All
 Responsible Lawyer All
 Assigned Lawyer All
 Type of Law All
 Select From Active, Inactive, Archived Matters
 Matters Sort by Default
 New Page for Each Lawyer No
 New Page for Each Matter No
 No Activity Date Dec/31/2199
 Firm Totals Only No
 Totals Only No
 Entries Shown - Billed Only No
 Entries Shown - Disbursements No
 Entries Shown - Receipts No
 Entries Shown - Time or Fees No
 Entries Shown - Trust Yes
 Incl. Matters with Retainer Bal No
 Incl. Matters with Neg Unbld Disb No
 Trust Account All
 Working Lawyer All
 Include Corrected Entries No
 Show Cheque # on Paid Payables No
 Show Client Address No
 Consolidate Payments No
 Show Trust Summary by Account No
 Show Interest No
 Interest Up To Sep/18/2012
 Show Invoices that Payments Were Applied to No
 Display Entries in Date Order

EXHIBIT 8



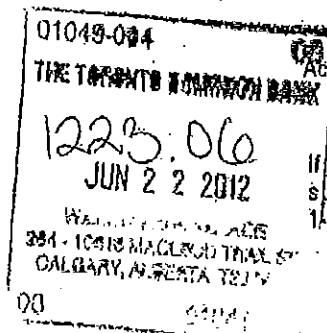
TD Canada Trust
Line of Credit

Your Line of Credit statement as of May 31, 2012

Page 1 of 2

TELOC10220_4828402_001 E D 0104 03080

MRS THERESA CALMUSKY
MR RANDY Z CALMUSKY
110 HAWKS LANDING DRIVE
PRIDDIS AB T0L 0W0



Account No. 0104 3268621

If you have any questions about your statement, please contact us at 1-866-222-3456.

Borrowers:
THERESA CALMUSKY

RANDY CALMUSKY

Account Summary

Credit Limit	Credit Available	Balance	New Advances	Payments	Outstanding
		Statement	Interest	Credits	Balance
925,000.00	923,508.46	801,103.03	16,490.50	818,101.99	1,491.54

Account Terms

Type of Credit	Term	Current Interest Rate	Payment Due	Payment Due Date	Payment Accepted	Amount Overdue
Revolving		4.000	1,223.06	Jun 21/12	N/A	0.00

Revolving Credit Activity

Date	Description	New Advances	Payments	Outstanding
		Interest	Credits	Balance
May 01/12	BALANCE LAST STMT	00	00	801,103.03
May 08/12	DEPOSIT	00	20,000.00	781,103.03
✓ May 10/12	CHQ#00164-2400554593	16,996.86	00	798,101.99
May 15/12	TRANSFER	00	798,101.99	0.00
May 31/12	INTEREST	1,223.06	00	1,223.06
May 31/12	INSURANCE	268.46	00	1,491.54

Revolving Interest Details

Effective Date	Interest Rate	Interest Calculated	Total Interest
May 01/12	4.000	1,223.06	1,223.06

For the love of music, get outside this summer! TD proudly sponsors music festivals across Canada. Go to www.tdcanadatrust.com/music for details.

Did you know that your monthly statement is available to you in an online format at no cost? Simply login into EasyWeb and view your statement as early as the 2nd business day of the month. Why not make the switch to online statements permanent and stop receiving your statement by mail. It's convenient, flexible, and environmentally friendly.

TELOC10220_4828402_001 - 0003080
HSL - 2-02-23... 005179

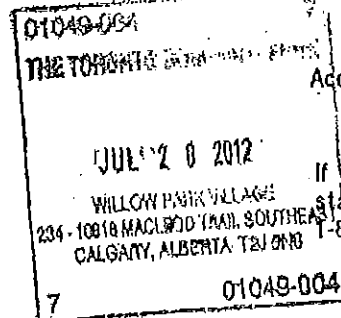


TD Canada Trust
Line of Credit

Your Line of Credit statement as of June 30, 2012

Page 1 of 2

TDLOC10220_5491039_001 E O 0104 03024



Account No. 0104 3268621

MRS THERESA CALMUSKY
MR RANDY Z CALMUSKY
110 HAWKS LANDING DRIVE
PRIDDIS AB T0L 0W0

If you have any questions about your statement, please contact us at 1-866-222-3456.

Borrowers:
THERESA CALMUSKY

RANDY CALMUSKY

Account Summary

Credit Limit	Credit Available	Unpaid Balance	New Advances	Payments	Outstanding Balance
925,000.00	114,126.11	1,491.54	810,605.41	1,223.06	810,873.89

Account Terms

Type of Credit	Term / Amort	Current Interest Rate	Payment Due	Payment Due Date	Payment Account	Amount Overdue
Revolving		4.000	533.01	Jul 21/12	N/A	0.00

Revolving Credit Activity

Date	Description	New Advances	Payments	Outstanding Balance
Jun 01/12	BALANCE LAST STMT	00	00	1,491.54
Jun 22/12	DEPOSIT	100	1,223.06	288.48
Jun 25/12	CAD DRAFT 60164951	800,000.00	00	800,288.48
Jun 28/12	ACHOW 0022826005076123	10,000.00	00	810,288.48
Jun 29/12	INTEREST	533.01	00	810,801.49
Jun 29/12	INSURANCE	72.40	00	810,873.89

Revolving Interest Details

Effective Date	Interest Rate	Interest Calculated To	Total Interest
Jun 01/12	4.000	533.01	533.01

Monthly Tip: Did you know that you can lock in all or a portion of the outstanding balance on your Home Equity Line of Credit at a fixed interest rate? It's a great way to work towards paying off your balance within a specific time frame. To learn more about this flexible feature and many others, see the enclosed insert.

At TD, we're committed to protecting the environment. Our new initiative TD Forests is built around two pillars - reduce and grow. By 2015, we aim to reduce our paper consumption by at least 20%, and increase the amount of protected forest area in North America by partnering with the Nature Conservancy of Canada. That protected area would be the equivalent of two football fields of forest every single day or more than 300,000 trees a year. Learn more at www.td.com/forests

TDLOC10220_5491039_001 - 0303024
HFH - 2-02-14-2 - 008086

EXHIBIT 9

HRI - 00 - 1 - 1 - 20 - - 009833

EXHIBIT 10

From: McQuay, Nathan
To: Odham, Guy; Basi, Andrew; Doug Nishimura
Cc: Gillespie, Shawn
Subject: FW: Eisenberg et al v. 910234 Alberta Ltd. et al - MARY & GARY CALMUSKY
Date: Tuesday, April 30, 2013 3:24:55 PM

From: GARY CALMUSKY [mailto:garycalmusky@rogers.com]
Sent: April-30-13 2:33 PM
To: McQuay, Nathan
Subject: Eisenberg et al v. 910234 Alberta Ltd. et al - MARY & GARY CALMUSKY

Nathan,

Further to your April 23, 2013 memo, please be advised of the following:

MARY CALMUSKY has no record or recollection of signing any mortgage servicing agreements with 910234 Alberta Ltd.

As already indicated to your offices, a demand loan (totaling \$200,000) was made to Randy Calmusky and was subsequently returned, as was requested. The copy of this request (May 30, 2012) has already been forwarded to your office.

Subsequently, a demand loan for \$200,000 was made to Randy Calmusky - a copy of this transaction has already been provided.

GARY CALMUSKY has no record or recollection of signing any mortgage servicing agreements with 910234 Alberta Ltd.

As already indicated to your offices, a demand loan for \$235,000 was made to Randy Calmusky and was subsequently returned as was requested. The copy of this request (May 30, 2012) has already been provided to your office. The loan amount returned was \$170,000 - the reduced amount of principle was due to periodic requests / withdrawals to the demand loan.

Subsequently, a demand loan for \$150,000 was made to Randy Calmusky - a copy of this transaction has already been provided. The outstanding demand loan amount of \$135,000 is due to a request / withdrawal of part of the demand loan.

The demand loans made to Randy Calmusky by Mary Calmusky (August 17, 2012) and Gary Calmusky (July 25, 2012) were made on the understanding that it would be on a short term basis until I found suitable housing to purchase. I now wish to finalize the purchase of my own home and require that the \$200,000 of Mary Calmusky's and my \$135,000 be returned immediately. As indicated, these dollars had nothing to do with mortgage servicing agreements with 910234 Alberta Ltd. and, as such, the "seizing" of these dollars by the Receiver is totally unjust and it is causing both extreme emotional and extreme financial hardship.

Gary Calmusky (POA)

From: [McQuay, Nathan](#)
To: [Gillespie, Shawn](#)
Subject: FW: Eisenberg et al v. 910234 Alberta Ltd. et al - MARY CALMUSKY
Date: Monday, April 22, 2013 3:32:57 PM

Nathan McQuay, CA | Senior Associate
Grant Thornton LLP
Suite 900 | 833 - 4th Avenue SW | Calgary | AB | T2P 3T5
T +1 403 260 2480 | F +1 403 260 2571
E Nathan.McQuay@ca.gt.com | W www.GrantThornton.ca

From: Elvina Hussein [<mailto:ehussein@bdplaw.com>]
Sent: April-22-13 8:34 AM
To: Odhams, Guy; McQuay, Nathan
Cc: Doug Nishimura
Subject: FW: Eisenberg et al v. 910234 Alberta Ltd. et al - MARY CALMUSKY

Please see attached.

Thank you

Elvina Hussein,
Assistant to Patricia Quinton-Campbell,
Carole J. Hunter and Trevor A. Batty

BD&P BURNET, DUCKWORTH & PALMER LLP Law Firm

Telephone 403.260.9476 Fax 403.260.0332 Web BDPLAW.COM Address Suite 2400, 525-8th Ave SW Calgary, AB T2P 1G1

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From: GARY CALMUSKY [<mailto:garycalmusky@rogers.com>]
Sent: Thursday, April 18, 2013 3:27 PM
To: Elvina Hussein
Subject: Eisenberg et al v. 910234 Alberta Ltd. et al - MARY CALMUSKY

Elvina,

Further to your April 09, 2013 memo, please find attached the requested information for MARY CALMUSKY which covers the following:

1. copies of cheques to 910234
2. copies of cheques to Randy Calmusky - representing personal demand loans

3. copies of T5 slips
4. copy of the request for the return of principle
5. copy of the bank draft to Randy Calmusky - representing a personal demand loan

I trust that the above fully complies with your request and I would therefore ask that the amount of \$200,000, plus the applicable interest owing, be returned to MARY CALMUSKY immediately.

Thank You,
Gary Calmusky (POA)

From: McQuay, Nathan
To: Gillespie, Shawn
Subject: FW: Eisenberg et al v. 910234 Alberta Ltd. et al - GARY CALMUSKY
Date: Monday, April 22, 2013 3:33:04 PM

Nathan McQuay, CA | Senior Associate
Grant Thornton LLP
Suite 900 | 833 - 4th Avenue SW | Calgary | AB | T2P 3T5
T +1 403 260 2480 | F +1 403 260 2571
E Nathan.McQuay@ca.gt.com | W www.GrantThornton.ca

From: Elvina Hussein [mailto:ehussein@bdplaw.com]
Sent: April-22-13 8:34 AM
To: Odhams, Guy; McQuay, Nathan
Cc: Doug Nishimura
Subject: FW: Eisenberg et al v. 910234 Alberta Ltd. et al - GARY CALMUSKY

Please see attached.

Thank you

From: GARY CALMUSKY [mailto:garycalmusky@rogers.com]
Sent: Friday, April 19, 2013 2:40 PM
To: Elvina Hussein
Subject: Eisenberg et al v. 910234 Alberta Ltd. et al - GARY CALMUSKY

Elvina,

Please find attached the information requested from GARY CALMUSKY (as per your memo of April 09, 2013) which covers the following:

1. copies of T5 slips (2010, 2011, 2012)
2. demand loan (Randy Calmusky) deposits and withdrawals
3. corresponding demand loan (Randy Calmusky) deposits and withdrawals
4. copy of the request for the principle (\$170,000) to be returned

I trust that the above fully complies with your request and would therefore ask that the amount of \$135,000, plus the applicable interest owing, be returned to GARY CALMUSKY immediately.

Regards,
Gary Calmusky

EXHIBIT 11

www.tdcanadatrust.com www.tdcanadatrust.com www.tdcanadatrust.com www.tdcanadatrust.com

HENRY CALMUSKY OR
MARY CALMUSKY

341

DATE 20071212
Y Y Y Y Y Y Y Y

Randy Calmusk

\$ 60,000.-

PAY TO THE
ORDER OF

Sixty Thousand $\frac{22}{100}$ DOLLARS



Canada Trust
240 GLENDALE AVE. AT HWY. 404
ST. CATHARINES, ONTARIO L2T 2L2

Mary Calmusk

MEMO

1341 1002420041

100050000000

1

Randy Palmer

✓✓✓ 100 DOLLARS

Case Study

Mary Colman

7-100242001

三

0000000000

DATE 2 0 1 1 6 2 1 9

10355 (03/07)

The Toronto-Dominion Bank

62184363

240 Glendale Avenue
St. Catharines, ON L2T 2L2

DATE 2012-08-17
YYYYMMDD

Transit-Serial No. 24-62184363

Pay to the
Order of Randy Calausky

\$***200,000.00

Authorized signature required for amounts TD 200,000.00 Canadian Dollars
Authorized signature required for amounts CAD \$5,000.00

Re
The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer [Signature] Number 41037
Countersigned

⑈ 6 2 1 8 4 3 6 3 ⑈ ⑆ 0 9 6 1 2 0 0 4 ⑆

⑈ 3 8 0 8 ⑈

EXHIBIT D-24 DATE May 10/1

EXAM OF R. Calausky
HEATHER BOWIE
COURT REPORTER

EXHIBIT 12



RBC Royal Bank®

April 15, 2013

Chequing Account Details

Print

*Required Information

View Transactions for CAD RBC Day to Day Banking™ 00232-5112388

Current Balance: ? \$5,103.73

Available Balance: ? \$5,103.73

*Activity from Jul 01 to Jul 31, 2012

Type: All Transactions ▼

*Date: *Month *Year

Jul ▼ / 2012 ▼

View Display last 30 days Display last 2 weeks

Date ▼	Description	Withdrawals	Deposits	Balance
Jul 30, 2012	PTB WD --- TK691850	200.00		14,950.75
Jul 25, 2012	CASH WITHDRAWAL	150,000.00		15,150.75
Jul 23, 2012	PTB WD --- TK707232	200.00		165,150.75
Jul 19, 2012	CASH WITHDRAWAL	326.42		165,350.75
Jul 19, 2012	DEPOSIT		29.90	
Jul 17, 2012	PTB WD --- TK691262	200.00		165,647.27
Jul 10, 2012	CASH WITHDRAWAL	1,670.30		165,847.27
Jul 09, 2012	PTB WD --- TK690702	200.00		167,517.57
Jul 05, 2012	SENIORS REBATE		4.00	167,717.57
Jul 05, 2012	MONTHLY FEE	4.00		
Jul 05, 2012	CHEQUE - # 066	1,850.00		
Jul 04, 2012	PAYROLL DEPOSIT -DOMINION LENDIN	180.80		169,567.57
Jul 03, 2012	PTB WD --- TK690287	200.00		169,748.37

Go to RBC Rewards

TO RANDY CALMUSKY'S Bank Account.

Royal Bank of Canada Website, © 1995-2012

Privacy & Security | Legal | Accessibility



Your RBC personal banking account statement

From July 5, 2012 to August 3, 2012

Details of your account activity - continued

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
23 Jul	Cheque - # 715	533.01		10,514.12
24 Jul	Online Banking payment - 5400 BELL TV/TELE	174.78		10,339.34
25 Jul	Deposit		50,000.00	
	BR TO BR - 0232		150,000.00	
	Cash Withdrawal	200,000.00		10,339.34
26 Jul	Interac purchase - 4182 TIM HORTONS #09	17.02		10,322.32
27 Jul	Insurance WAWANESA INS	86.01		
	Online Banking payment - 5154 VISA - CIBC	9,323.93		912.38
30 Jul	Deposit		3,000.00	
	Misc Payment RBC LIFE INS.	190.05		
	Cheque - # 718	40.00		
	Online Banking payment - 9261 TELUS COMMUNICA	44.31		
	Online Banking payment - 6470 TELUS COMMUNICA	65.66		3,572.36
31 Jul	Interac purchase - 2137 TIM HORTONS #26	6.35		3,566.01
1 Aug	Insurance RBCINS-LIFE	112.76		
	Life Insurance LONDON LIFE	183.27		
	Insurance WAWANESA INS	243.09		
	Misc Payment NISSAN FINANCE	986.55		2,040.34
3 Aug	Payroll Deposit I3 CANADA INC.		5,265.50	
	Monthly fee	14.95		
	Seniors rebate		4.00	7,994.89
	Closing Balance			\$7,994.89

Your overdraft limit is \$500

Important information about your account

RBC Royal Bank® Virtual Visa® Debit - another payment option for your convenience

Enjoy the convenience of shopping online, by phone or mail order with the payment automatically debited from your RBC Royal Bank chequing account at the time of purchase. RBC Virtual Visa Debit is included with your banking account and can easily be set-up for no additional fee.

Plus, every time you use your RBC Virtual Visa Debit card to pay for any online purchase between now and October 31, 2012, you are

EXHIBIT 13



RBC Royal Bank®

April 19, 2013

Chequing Account Details

Print

*Required Information

View Transactions for CAD RBC Day to Day Banking™ 00232-5112388

Current Balance: ? \$5,103.73

Available Balance: ? \$5,103.73

* Activity from Aug 01 to Aug 31, 2010

Type:

All Transactions ▾

* Date:

* Month

* Year

Aug ▾

/ 2010 ▾

View [Display last 30 days](#) [Display last 2 weeks](#)

Date ▾	Description	Withdrawals	Deposits	Balance
Aug 30, 2010	CASH WITHDRAWAL	200.00		30,543.40
Aug 25, 2010	PTB WD --- TK692426	200.00		30,743.40
Aug 23, 2010	CHEQUE - # 025	11.30		30,943.40
Aug 23, 2010	PTB WD --- TK692128	200.00		
Aug 18, 2010	PTB WD --- TS702129	760.00		31,154.70
Aug 17, 2010	CHEQUE - # 024	500.00		31,914.70
Aug 16, 2010	CASH WITHDRAWAL	2,353.75		32,414.70
Aug 12, 2010	PTB WD --- TK691304	200.00		34,768.45
Aug 09, 2010	CASH WITHDRAWAL	235,000.00		34,968.45
Aug 09, 2010	PTB WD --- TK690958	200.00		
Aug 09, 2010	PTB WD --- TK691086	600.00		
Aug 06, 2010	CASH WITHDRAWAL	204.10		270,768.45
Aug 06, 2010	DEPOSIT		1,500.00	
Aug 05, 2010	SERVICE FEE - 2EPMT/WD/TFR@\$0.65	1.30		269,472.55
Aug 05, 2010	MONTHLY FEE	4.00		
Aug 04, 2010	CHEQUE - # 048	1,900.00		269,477.85
Aug 03, 2010	CHEQUE - # 030	169.50		271,377.85
Aug 03, 2010	PTB WD --- TK690501	200.00		

► [Go to RBC Rewards](#)

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Royal Bank of Canada
P.O. Bag Service 2650
Calgary AB T2P 2M7

Your RBC personal banking account statement

From August 5, 2010 to September 3, 2010

RBPDA30100_8531882_004 E D 003 02159

06068

RANDY CALMUSKY
THERESA CALMUSKY
110 HAWKS LANDING DRIVE
PRIDDIS AB T0L 1W0

Your account number: 01639-5062401

How to reach us: 1-800 ROYAL* 1-1
(1-800-769-2511)
www.rbcroyalbank.com/deposits

Summary of your account for this period

RBC Signature No Limit Banking™ 01639-5062401

Royal Bank of Canada

11480 BIRAESIDE DR SW, CALGARY, AB T2W 4X8

Your opening balance on August 5, 2010	\$2,977.42
Total deposits into your account	+ 250,429.02
Total withdrawals from your account	- 246,598.47
Your closing balance on September 3, 2010	= \$6,807.97

We can do better together - take the paperless pledge

Together, RBC Royal Bank and our clients can reduce our environmental impact by reducing our paper use. We're offering every client who chooses paperless banking options, including electronic statements a chance to win a Toyota Prius and other great prizes!*

** No purchase necessary. For complete sweepstake rules go to rbc.com/paperless*

Details of your account activity

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
	Opening Balance			2,977.42
6 Aug	Payroll Deposit 13 CANADA INC.		4,282.24	
	Utility Bill Pmt MEOTA GAS CO-OP	90.53		7,169.13
9 Aug	BR TO BR - 0232		235,000.00	
	ATM withdrawal - CB992368	40.00		
	ATM withdrawal - 00020506	101.50		
	INTERAC-SC-0506	1.50		
	Cheque - # 444	100,000.00		
	Cheque - # 445	100,000.00		42,026.13
10 Aug	Cheque - # 551	343.09		41,683.04
11 Aug	Online Banking payment - 2430 EPCOR	141.13		
	Online Banking payment - 2695 VISA- CIBC	15,700.00		
	Online Banking (transfer - 3112	20.00		25,821.91
12 Aug	Insurance WAWANESA INS	72.62		
	Misc Payment TRANSAMER LIFE	301.75		25,447.54
13 Aug	Personal Loan NBC/LINE OF CR	342.21		25,105.33

EXHIBIT 14

Tel: 1-866-222-3456
TTY: 1-800-361-1180

TDCDA11100_8478738_002 E D 00104 03538

910234 ALBERTA LTD
IN TRUST
110 HAWK'S LANDING DR
PRIDDIS AB T0L 1W0

Bank 62.35

Statement of Account	
Branch No.	Account No.
0104	7438-5210458

Account Type
BUSINESS CHEQUING ACCOUNT - CAD SERVICE PLAN 3

Statement From - To
JUL 30/10 - AUG 31/10
Page 1 of 2

[illegible]

Please ensure that you report in writing any errors or irregularities found within this statement within 30 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

Accounts issued by: **THE TORONTO-DOMINION BANK**

910234 ALBERTA LTD IN TRUST

01049 004 7438-5210458



Canada Trust

234 - 10818 MACLEOD TRAIL
CALGARY, ALBERTA T2J 6N8

CREDIT ACCOUNT OF:
910234 ALBERTA LTD IN TRUST

01049 004 7438-5210458

DATE
DAY MONTH YEAR
09 08 10

DATE
DAY MONTH YEAR
09 08 10

INITIALS
DEPOSITOR'S
TELLER'S
RC

LIST OF CHEQUES
PLEASE LIST FOREIGN CHEQUES ON SEPARATE DEPOSIT SLIP
CHEQUE IDENTIFICATION AMOUNT

1 RC Royal 100,00

2

3

4

5

6

7

8

9

10

11

12

13

14

15

CASH COUNT

X5

X10

X20

X50

X100

X \$ 1 COIN

X \$ 2 COIN

COIN TOTAL
CASH
SUBTOTAL

DEPOSIT

ENTER CREDIT CARD
VOUCHER TOTAL

CASH
SUBTOTAL

CHEQUE
SUBTOTAL

U.S. CASH

RATE

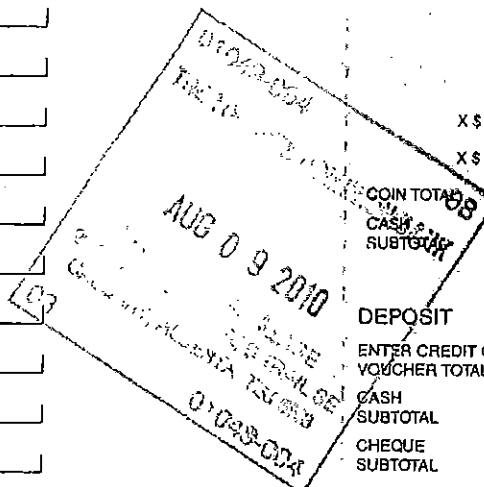
U.S. CHQS.

RATE

DEPOSIT
TOTAL \$

CHEQUE
SUBTOTAL \$ 100,000.00

TOTAL
OF
CHEQUES



0104900474385210458

EXHIBIT 15

HENRY CALMUSKY OR
MARY CALMUSKY

01049-004

220

DATE 07 09 2006

INVT TO THE
CROER CP

910 234

THE TORONTO DOMINION BANK

Alberta Ltd.

\$ 20,000,-

Twenty thousand and 15/100

XX/100 DOLLARS

Security Features
Check the back

TD Canada Trust

240 GLENDALE AVE. AT HWY. 101
ST. CATHARINES, ONTARIO L2T 2P2

WILLOWICK VILLAGE
224-10011 MACLEOD TRAIL SCOUTS EAST
CALGARY, ALBERTA T2C 1P1G

MEMO

Henry Calmuskij

10002420004

10002420004

01049-004

224-10011 MACLEOD TRAIL SCOUTS EAST
WILLOWICK VILLAGE
CALGARY, ALBERTA T2C 1P1G

SEP 15 2006

THE TORONTO DOMINION BANK

01049-004

BACK/ENDOS

HENRY CALMUSKY OR
MARY CALMUSKY



DATE 07 02 2007 240

910234 Alberta Ltd.

\$ 20,000

PAY TO THE
ORDER OF

Twenty thousand

20/100 DOLLARS



Canada Trust
240 GLENDALE AVE. AT HWY. 408
ST. CATHARINES, ONTARIO L2T 2L2

Mary Calmusk

MEMO

240 1200242-00415

M E

100020000000

EXHIBIT 16

Trickle Creek Custom Homes
Calmusky Loan Interest

Interest: 15%/annum, based on principal amount owed, payable 25th of each month

Date	Amt Loaned	Total Owed	Interest Paid	Date paid	Chq #	Issued to:
Jun 25 2012	800,000.00	800,000.00	\$ 10,000.00	Jul 25 2012	3792	Theresa
Jul 25 2012	200,000.00	1,000,000.00	\$ 11,312.50	Aug 25 2012	2365	Theresa
			\$ 1,187.50	Aug 25 2012	2364	Gary
			<u>\$ 12,500.00</u>			
Aug 23 2012	200,000.00	1,200,000.00	\$ 1,187.50	Sep 25 2012	3884	Gary
			\$ 1,583.33	Sep 25 2012	3885	Mary
			\$ 12,393.55	Sep 25 2012	3886	Theresa
			<u>\$ 15,164.38</u>			
			\$ 1,187.50	Oct 15 2012	3892	Gary
			\$ 1,583.33	Oct 15 2012	3893	Mary
			\$ 12,229.17	Oct 15 2012	3894	Theresa
			<u>\$ 15,000.00</u>			
			\$ 12,347.92	Nov 15 2012	4001	Theresa
			\$ 1,583.33	Nov 15 2012	4002	Mary
			\$ 1,068.75	Nov 15 2012	4003	Gary
			<u>\$ 15,000.00</u>			
			\$ 12,347.92	Dec 15 2012	4090	Theresa
			\$ 1,583.33	Dec 15 2012	4091	Mary
			\$ 1,068.75	Dec 15 2012	4092	Gary
			<u>\$ 15,000.00</u>			
			\$ 12,347.92	Jan 15 2013	4168	Theresa
			\$ 1,583.33	Jan 15 2013	4169	Mary
			\$ 1,068.75	Jan 15 2013	4170	Gary
			<u>\$ 15,000.00</u>			

EXHIBIT 17

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

BETWEEN:

910234 Alberta Ltd.

- and -

Rembrandt Master Home Builder Ltd., Paul E. Schneider, Amy L. Schneider, David Tishausser,
Aaron F. Alberts and Stephanie Burt

*Before Master Hannebury
in Chambers*

ORDER

*At the Courthouse in Calgary
Alberta on Thursday the 17th of
September, 2009*

Defendants

ON THE application of the Plaintiff; AND ON HEARING READ the Affidavit of Randy Calmusky and the Affidavit of Value, filed in these proceedings; AND ON hearing read the Affidavit of Shannon Pendle regarding the issue of service of the within motion; AND ON BEING ADVISED that counsel for the Receiver of Rembrandt Master Home Builder Ltd. has consented to the within Order,

1. It is declared that as of September 2nd, 2009 Rembrandt Master Home Builder Ltd. owes the Plaintiff a total of \$400,000.00 plus such other amounts as may be found to be due and owing after the statement set out in paragraph 11 herein has been provided.

2. The following properties,

Plan 0614270

Block 12

Lot 41

Excepting thereout all mines and minerals

Bearing a municipal address of 73 Besse Avenue, Langdon Alberta;

Plan 0614270

Block 10

Lot 53

Excepting thereout all mines and minerals

Bearing a municipal address of 19 Dain Place, Langdon Alberta

Plan 0614270

Block 13

Lot 13

Kenney
the original
Dated this 17th day of Sept 2009
for Clerk of the Court
Action No.: 0901-07695
Plaintiff

Excepting thereout all mines and minerals
Bearing a municipal address of 76 Besse Avenue, Langdon Alberta

Plan 0614270

Block 12

Lot 23

Excepting thereout all mines and minerals
Bearing a municipal address of 148 Bishop Crescent, Langdon Alberta

(collectively, the "Lands") shall be sold to the Plaintiff for a total purchase price of \$398,000.00, being the appraised fair market value of the Lands.

3. The requirements for the Plaintiff to pay the purchase money into Court be dispensed with and set-off against the amount owing by the Defendant(s) herein.
4. Notwithstanding the requirements of subsection (1) of section 191 of the *Land Titles Act* of Alberta, the Registrar of the South Alberta Land Registration District is directed to cancel the existing Certificate of Title to the Lands, and issue a new Certificate of Title to the said lands, in the name of the Plaintiff subject to the reservations and conditions contained in the original grant from the Crown, or in the existing Certificate of Title. *The name and address of the Plaintiff are*
5. Any interest of the Defendant in the Lands is hereby extinguished. *Reinhardt Master Home Builder Ltd.; 910234 Alberta LG of 57 Evergreen Ctr 3W Calgary, Alberta T2Y 0G4*
6. The Defendants and all subsequent encumbrancers, if any, be served with a copy of this Order and all subsequent proceedings by delivery, or by facsimile or by single registered mail, or by email addressed to them at their last known address as recorded on Land Titles current records, or on documentation filed in this action.
7. If the Lands are vacant, the Plaintiff shall have immediate possession of the subject property.
8. If the Lands are not vacant and are occupied by the Defendant or any other person(s) such person(s) shall within thirty (30) days after the service of this Order upon such person(s), deliver up to the Plaintiff, or to whom it shall appoint, possession of the Lands, mortgaged chattels and premises or such part thereof as may be in possession of such person(s).
9. In default of possession being delivered up as aforesaid, a Writ of Possession do issue without further notice or Order.
10. Leave is hereby given to the Plaintiff to speak to the matter of solicitor client fees and disbursements on further application.
11. The Plaintiff is directed to provide the Receiver a statement indicating the dates and amounts of the principal advances, the dates and amounts of all payments, and the amounts of interest charged.

✓ October 7th ✓

12. The balance of the Plaintiff's application is adjourned to September 17th, 2009.

J. Handberg
M.C.Q.B.A.

Entered this 17 day of September, 2009

K. MCAUSLAND



The Clerk of the Court

Action No.: 0901-07695

2009

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

BETWEEN:

910234 Alberta Ltd.

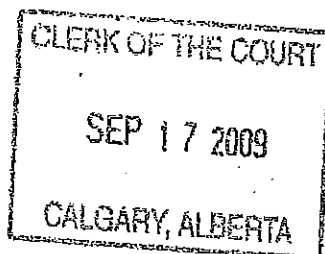
Plaintiff

- and -

Rembrandt Master Home Builder Ltd.,
Paul E. Schneider, Amy L. Schneider,
David Tishaser, Aaron F. Alberts and
Stephanie Burt

Defendants

ORDER



WILSON LAYCRAFT
Barristers & Solicitors
1601, 333 - 11th Avenue S.W.
Calgary, Alberta T2R 1L9

GLEN M. HICKERSON

Phone: 441-1000
Facsimile: 290-0828

File No.: 105284

EXHIBIT 18



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON OCTOBER 28, 2009

S
LINC 0032 065 618 SHORT LEGAL 0614270;12;41 TITLE NUMBER 071 256 307

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 41
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 061 488 783 +80

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
071 256 307	25/05/2007	TRANSFER OF LAND	\$67,300	\$67,300

OWNERS

REMBRANDT MASTER HOME BUILDER LTD..
OF PO BOX 977
OKOTOKS
ALBERTA T1S 1B1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
071 256 307

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
031 180 001	03/06/2003	MORTGAGE MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 ORIGINAL PRINCIPAL AMOUNT: \$2,500,000
031 414 229	28/11/2003	CAVEAT RE : DEBENTURE CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
071 256 307

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
071 256 322	25/05/2007	MORTGAGE MORTGAGEE - OUTWEST CAPITAL CORPORATION. 416,602 - 11TH AVE SW CALGARY ALBERTA T2R1J8 ORIGINAL PRINCIPAL AMOUNT: \$1,600,000
071 256 323	25/05/2007	CAVEAT RE : ASSIGNMENT OF INTEREST CAVEATOR - OUTWEST CAPITAL CORPORATION. KEN C JOHNSTON 416, 602-11 AVE SW CALGARY ALBERTA T2R1J8 AGENT - KEN C JOHNSTON
071 289 856	11/06/2007	DISCHARGE OF CAVEAT 031414229
071 289 857	11/06/2007	DISCHARGE OF MORTGAGE 031180001
081 079 883	03/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 079 884	03/03/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
071 256 307

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 093 777	12/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. 400 LOUGHEED BUILDING 604 FRIST STREET SW CALGARY ALBERTA T2P1M7 AGENT - LISA STATT FOY.
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
081 158 320	01/05/2008	DISCHARGE OF MORTGAGE 071256322
081 158 321	01/05/2008	DISCHARGE OF CAVEAT 071256323
081 210 129	16/06/2008	DISCHARGE OF CAVEAT 081079883 AND CAVEAT 081079884
091 020 625	22/01/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. FIELD LLP ATTN: KEVIN SCHOUTEN 400 LOUGHEED BLDG 604 FIRST ST SW CALGARY ALBERTA T2P1M7

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTSPAGE 5
071 256 307

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
091 068 372	12/03/2009	DISCHARGE OF CAVEAT 081093777
091 068 375	12/03/2009	DISCHARGE OF CAVEAT 091020625
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 055	14/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE ALBERTA NEW HOME WARRANTY PROGRAM. 1413 - 2 STREET SW ATTN: MR. ROBERT A. BENSON CALGARY ALBERTA T2R0W7 AGENT - INGO VIEHWEGER
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 108 041	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 6
071 256 307

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 144	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 138 319	21/05/2009	CAVEAT RE : PURCHASE AGREEMENT CAVEATOR - JOHN PEPLINSKI C/O H. MARKHAM SILVER 300,255 - 17TH AVENUE SW CALGARY ALBERTA T2S2T8 AGENT - H MARKHAM SILVER
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 558	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 7
071 256 307

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

#1100, 333-7 AVE SW
CALGARY
ALBERTA T2P2Z1
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
121M 5126-126 AVE SE
CALGARY
ALBERTA T2Z0H2
AMOUNT: \$59,450 AND COSTS IF ANY
ACTION NUMBER: 0901-08211

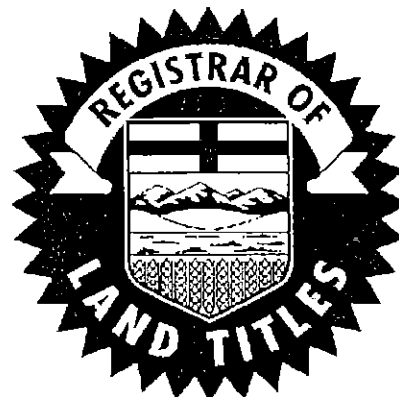
091 323 644 28/10/2009 ORDER
OWNERS - 910234 ALBERTA LTD..
57 EVERGLEN CRES SW
CALGARY
ALBERTA T2Y0G4
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 038

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER:23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON DECEMBER 22, 2009

S

LINC

0032 065 618

SHORT LEGAL

0614270;12;41

TITLE NUMBER

091 323 644 +2

LEGAL DESCRIPTION

PLAN 0614270

BLOCK 12

LOT 41

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 071 256 307

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
--------------	-----------	---------------	-------	---------------

091 323 644	28/10/2009	ORDER		ORDER
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OWNERS

910234 ALBERTA LTD..

OF 57 EVERGLEN CRES SW

CALGARY

ALBERTA T2Y 0G4

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER

DATE (D/M/Y)

PARTICULARS

731 000 982	04/04/1973	CAVEAT
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RE : EASEMENT

CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

091 323 644 +2

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD..

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

091 323 644 +2

NUMBER	DATE (D/M/Y)	PARTICULARS
		47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 055	14/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE ALBERTA NEW HOME WARRANTY PROGRAM. 1413 - 2 STREET SW ATTN: MR. ROBERT A. BENSON CALGARY ALBERTA T2R0W7 AGENT - INGO VIEHWEGER
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 108 041	23/04/2009	WRIT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

091 323 644 +2

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 144	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 138 319	21/05/2009	CAVEAT RE : PURCHASE AGREEMENT CAVEATOR - JOHN PEPLINSKI C/O H. MARKHAM SILVER 300,255 - 17TH AVENUE SW CALGARY ALBERTA T2S2T8 AGENT - H MARKHAM SILVER
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 558	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
091 323 644 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

209, 10836-24 ST SE
CALGARY
ALBERTA T2Z4C9
AMOUNT: \$6,531 AND COSTS IF ANY
ACTION NUMBER: 0901-07674

091 297 410 02/10/2009 WRIT
CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION
LTD.

#1100, 333-7 AVE SW
CALGARY
ALBERTA T2P2Z1
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
121M 5126-126 AVE SE
CALGARY
ALBERTA T2Z0H2
AMOUNT: \$59,450 AND COSTS IF ANY
ACTION NUMBER: 0901-08211

091 388 246 22/12/2009 TRANSFER OF LAND
OWNERS - RYAN CALMUSKY
OWNERS - THERESA CALMUSKY
OWNERS - RANDY CALMUSKY
ALL OF :
110 HAWKS LANDING DR
PRIDDIS
ALBERTA T0L1W0
AS JOINT TENANTS
NEW TITLE ISSUED

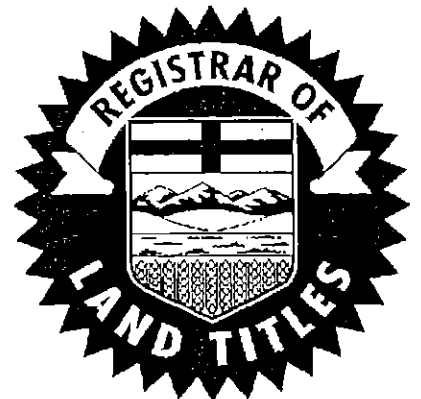
TOTAL INSTRUMENTS: 023

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8

END OF CERTIFICATE



(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON MAY 04, 2011

S
LINC 0032 065 618 SHORT LEGAL 0614270;12;41 TITLE NUMBER 091 388 246

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 41
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 323 644 +2

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

091 388 246	22/12/2009	TRANSFER OF LAND	\$120,000	\$120,000

OWNERS

RYAN CALMUSKY

AND

THERESA CALMUSKY

AND

RANDY CALMUSKY

ALL OF:

110 HAWKS LANDING DR

PRIDDIS

ALBERTA TOL 1W0

ALL AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 388 246

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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091 388 246

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
061 488 788	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 055	14/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE ALBERTA NEW HOME WARRANTY PROGRAM. 1413 - 2 STREET SW ATTN: MR. ROBERT A. BENSON CALGARY ALBERTA T2R0W7 AGENT - INGO VIEHWEGER
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
091 388 246

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 108 041	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 144	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 138 319	21/05/2009	CAVEAT RE : PURCHASE AGREEMENT CAVEATOR - JOHN PEPLINSKI C/O H. MARKHAM SILVER 300,255 - 17TH AVENUE SW CALGARY ALBERTA T2S2T8 AGENT - H MARKHAM SILVER
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 558	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
091 388 246

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
101 039 354	08/02/2010	DISCHARGE OF WRIT 091083153 AND WRIT 091097720 AND WRIT 091108144 AND CERTIFICATE OF LIS PENDENS 091147709 AND WRIT 091157558 AND WRIT 091297410 AND WRIT 091108041
101 099 197	08/04/2010	DISCHARGE OF CAVEAT 081135495
101 099 198	08/04/2010	DISCHARGE OF MORTGAGE 081135494
101 269 396	09/09/2010	DISCHARGE OF CAVEAT 091097055
101 270 321	10/09/2010	DISCHARGE OF CAVEAT 091138319
101 282 702	22/09/2010	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200 33 HERITAGE MEADOWS WAY SE CALGARY ALBERTA T2H3B8 ORIGINAL PRINCIPAL AMOUNT: \$279,960
111 002 449	05/01/2011	DISCHARGE OF CAVEAT 061488784

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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091 388 246

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

111 108 437 04/05/2011 TRANSFER OF LAND
OWNERS - RANDY CALMUSKY
OWNERS - THERESA CALMUSKY
BOTH OF:
110 HAWK'S LANDING DRIVE
PRIDDIS

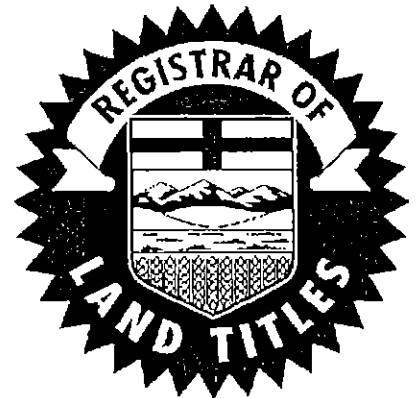
ALBERTA T0L1W0
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 030

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON AUGUST 17, 2011

S

LINC SHORT LEGAL
0032 065 618 0614270;12;41

TITLE NUMBER
111 108 437

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 41
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 388 246

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

111 108 437	04/05/2011	TRANSFER OF LAND	\$144,900	NOMINAL

OWNERS

RANDY CALMUSKY

AND
THERESA CALMUSKY
BOTH OF:
110 HAWK'S LANDING DRIVE
PRIDDIS
ALBERTA T0L 1W0
AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
111 108 437

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
101 282 702	22/09/2010	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200 33 HERITAGE MEADOWS WAY SE CALGARY ALBERTA T2H3B8 ORIGINAL PRINCIPAL AMOUNT: \$279,960

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
111 108 437

REGISTRATION

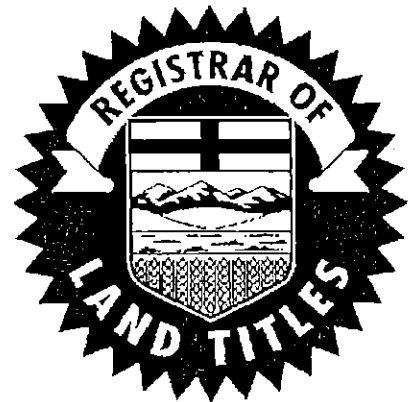
NUMBER	DATE (D/M/Y)	PARTICULARS
111 209 193	17/08/2011	TRANSFER OF LAND OWNERS - BOB BLANCHARD 78 EVANSMEADE CIRCLE NW CALGARY ALBERTA T3P1B8 NEW TITLE ISSUED

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 618 0614270;12;41 111 209 193

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 41
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 111 108 437

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

111 209 193	17/08/2011	TRANSFER OF LAND	\$128,000	CASH & MORTGAGE

OWNERS

BOB BLANCHARD
OF 78 EVANSMEADE CIRCLE NW
CALGARY
ALBERTA T3P 1B8

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		

731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
111 209 193

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
111 209 194	17/08/2011	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200 33 HERITAGE MEADOWS WAY SE CALGARY ALBERTA T2H3B8 ORIGINAL PRINCIPAL AMOUNT: \$96,000

(CONTINUED)

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 25 DAY OF APRIL, 2013 AT 11:24 A.M.

ORDER NUMBER: 23372618

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
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OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON OCTOBER 28, 2009

S		
LINC	SHORT LEGAL	TITLE NUMBER
0032 065 097	0614270;10;53	071 256 317

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 061 488 783 +28

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
071 256 317	25/05/2007	TRANSFER OF LAND	\$105,400	\$105,400

OWNERS

REMBRANDT MASTER HOME BUILDER LTD..
OF PO BOX 977
OKOTOKS
ALBERTA T1S 1B1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
071 256 317

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
071 256 322	25/05/2007	MORTGAGE MORTGAGEE - OUTWEST CAPITAL CORPORATION. 416,602 - 11TH AVE SW CALGARY ALBERTA T2R1J8 ORIGINAL PRINCIPAL AMOUNT: \$1,600,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

071 256 317

NUMBER	DATE (D/M/Y)	PARTICULARS
071 256 323	25/05/2007	CAVEAT RE : ASSIGNMENT OF INTEREST CAVEATOR - OUTWEST CAPITAL CORPORATION. KEN C JOHNSTON 416, 602-11 AVE SW CALGARY ALBERTA T2R1J8 AGENT - KEN C JOHNSTON
081 080 639	04/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 080 640	04/03/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 093 777	12/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. 400 LOUGHEED BUILDING 604 FRIST STREET SW CALGARY ALBERTA T2P1M7 AGENT - LISA STATT FOY.
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
071 256 317

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
081 158 320	01/05/2008	DISCHARGE OF MORTGAGE 071256322
081 158 321	01/05/2008	DISCHARGE OF CAVEAT 071256323
081 210 233	16/06/2008	DISCHARGE OF CAVEAT 081080639 AND CAVEAT 081080640
091 020 623	22/01/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. FIELD LLP ATTN: KEVIN SCHOUTEN 400 LOUGHEED BLDG 604 FIRST ST SW CALGARY ALBERTA T2P1M7
091 068 372	12/03/2009	DISCHARGE OF CAVEAT 081093777
091 068 373	12/03/2009	DISCHARGE OF CAVEAT 091020623
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 108 039	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
071 256 317

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 142	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 564	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 6
071 256 317

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

091 323 644 28/10/2009 ORDER

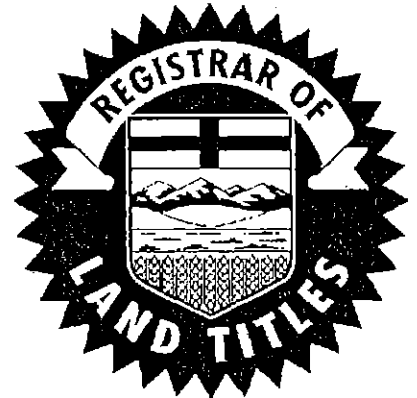
OWNERS - 910234 ALBERTA LTD..
57 EVERGLEN CRES SW
CALGARY
ALBERTA T2Y0G4
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 030

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON DECEMBER 30, 2009

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 097 0614270;10;53 091 323 644 +3

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 071 256 317

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

091 323 644 28/10/2009 ORDER ORDER

OWNERS

910234 ALBERTA LTD..
OF 57 EVERGLEN CRES SW
CALGARY
ALBERTA T2Y 0G4

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

731 000 982 04/04/1973 CAVEAT
RE : EASEMENT
CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 323 644 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

091 323 644 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 108 039	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 142	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
091 323 644 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 564	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
091 390 791	30/12/2009	TRANSFER OF LAND OWNERS - JENNIFER CALMUSKY OWNERS - THERESA CALMUSKY OWNERS - RANDY CALMUSKY ALL OF : 110 HAWKS LANDING DRIVE PRIDDIS ALBERTA T0L1W0 AS JOINT TENANTS NEW TITLE ISSUED

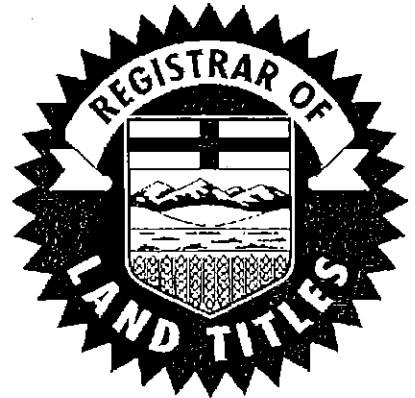
(CONTINUED)

TOTAL INSTRUMENTS: 019

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON MAY 18, 2010

S
LINC 0032 065 097 SHORT LEGAL 0614270;10;53 TITLE NUMBER 091 390 791

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 323 644 +3

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 390 791	30/12/2009	TRANSFER OF LAND	\$130,000	\$130,000

OWNERS

JENNIFER CALMUSKY

AND
THERESA CALMUSKY

AND
RANDY CALMUSKY
ALL OF:
110 HAWKS LANDING DRIVE
PRIDDIS
ALBERTA T0L 1W0
ALL AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 390 791

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
091 390 791

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 108 039	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 142	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
091 390 791

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 564	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
101 039 355	08/02/2010	DISCHARGE OF WRIT 091083153 AND WRIT 091108039 AND WRIT 091108142 AND CERTIFICATE OF LIS PENDENS 091147709 AND WRIT 091157564 AND WRIT 091297410
101 099 197	08/04/2010	DISCHARGE OF CAVEAT 081135495
101 099 198	08/04/2010	DISCHARGE OF MORTGAGE 081135494
101 144 012	18/05/2010	TRANSFER OF LAND

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
091 390 791

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

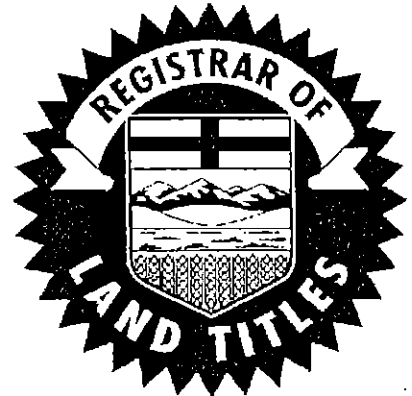
OWNERS - THERESA CALMUSKY
OWNERS - RANDY CALMUSKY
BOTH OF:
110 HAWK'S LANDING DRIVE
PRIDDIS
ALBERTA T0L1W0
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 022

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER:23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON MAY 04, 2011

S
LINC 0032 065 097 SHORT LEGAL 0614270;10;53 TITLE NUMBER 101 144 012

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 390 791

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
101 144 012	18/05/2010	TRANSFER OF LAND	\$130,000	NOMINAL

OWNERS

THERESA CALMUSKY

AND

RANDY CALMUSKY

BOTH OF:

110 HAWK'S LANDING DRIVE

PRIDDIS

ALBERTA TOL 1W0

AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
101 144 012

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
101 144 013	18/05/2010	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200 33 HERITAGE MEADOWS WAY SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
101 144 012

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY
ALBERTA T2H3B8
ORIGINAL PRINCIPAL AMOUNT: \$299,972

111 002 449 05/01/2011 DISCHARGE OF CAVEAT 061488784

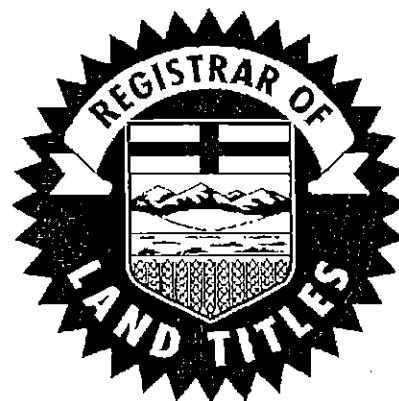
111 107 173 04/05/2011 TRANSFER OF LAND
OWNERS - JILL BEATON
OWNERS - JAMES LANG
BOTH OF:
21 MCINTYRE PLACE, SS 2
LANGDON
ALBERTA T0J1X2
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 013

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON MARCH 16, 2012

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 097 0614270;10;53 111 107 173

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 101 144 012

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

111 107 173	04/05/2011	TRANSFER OF LAND	\$152,400	CASH & MORTGAGE

OWNERS

JILL BEATON

AND

JAMES LANG

BOTH OF:

21 MCINTYRE PLACE, SS 2

LANGDON

ALBERTA T0J 1X2

AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
111 107 173

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
101 144 013	18/05/2010	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200 33 HERITAGE MEADOWS WAY SE CALGARY ALBERTA T2H3B8 ORIGINAL PRINCIPAL AMOUNT: \$299,972
111 107 174	04/05/2011	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 110 HAWKS LANDING DRIVE PRIDDIS ALBERTA T0L1W0

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
111 107 173

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ORIGINAL PRINCIPAL AMOUNT: \$425,000

111 149 793 16/06/2011 DISCHARGE OF MORTGAGE 101144013
121 063 550 16/03/2012 TRANSFER OF LAND

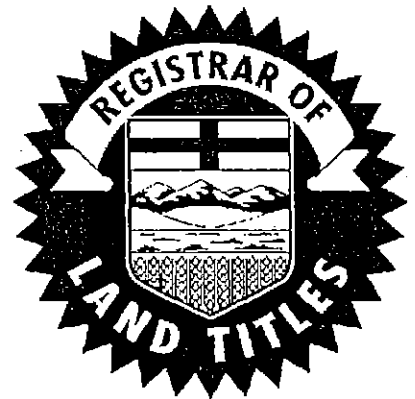
OWNERS - JAMES LANG
19 DAIN PLACE
LANGDON
ALBERTA T0J1X2
OWNERS - MICHAEL BEATON
16 WOODPATH TERRACE SW
CALGARY
ALBERTA T2W5Z9
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 013

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER:23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
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OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON MAY 15, 2012

S
LINC 0032 065 097 SHORT LEGAL 0614270;10;53 TITLE NUMBER 121 063 550

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 111 107 173

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
121 063 550	16/03/2012	TRANSFER OF LAND	\$539,000	NOMINAL

OWNERS

JAMES LANG
OF 19 DAIN PLACE
LANGDON
ALBERTA T0J 1X2

AND
MICHAEL BEATON
OF 16 WOODPATH TERRACE SW
CALGARY
ALBERTA T2W 5Z9
AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
121 063 550

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
111 107 174	04/05/2011	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 110 HAWKS LANDING DRIVE PRIDDIS ALBERTA T0L1W0 ORIGINAL PRINCIPAL AMOUNT: \$425,000
121 063 551	16/03/2012	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. C/O HOME EQUITY CLOSING CENTRE/PSC TORONTO 180 WELLINGTON STREET WEST TORONTO

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
121 063 550

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

ONTARIO M5J1J1
ORIGINAL PRINCIPAL AMOUNT: \$537,000

121 069 427 23/03/2012 DISCHARGE OF MORTGAGE 111107174

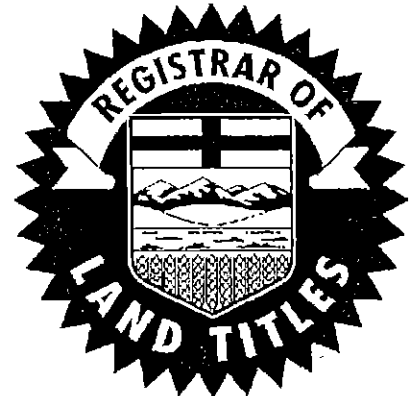
121 115 119 15/05/2012 TRANSFER OF LAND
OWNERS - JAMES S WRIGHT
OWNERS - SANDRA D TAYLOR-WRIGHT
BOTH OF:
19 DAIN PLACE
LANGDON
ALBERTA T0J1X2
AS JOINT TENANTS
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 013

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 097 0614270;10;53 121 115 119

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 10
LOT 53
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 121 063 550

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

121 115 119	15/05/2012	TRANSFER OF LAND	\$535,000	\$535,000

OWNERS

JAMES S WRIGHT

AND

SANDRA D TAYLOR-WRIGHT

BOTH OF:

19 DAIN PLACE

LANGDON

ALBERTA T0J 1X2

AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
121 115 119

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 789	24/11/2006	RESTRICTIVE COVENANT
121 115 120	15/05/2012	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 500 EDMONTON CITY CENTRE EAST EDMONTON ALBERTA T5J5E8 ORIGINAL PRINCIPAL AMOUNT: \$668,750

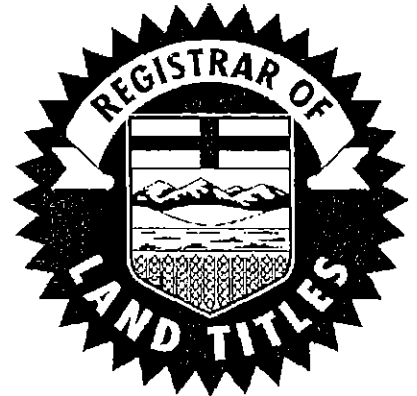
(CONTINUED)

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 25 DAY OF APRIL, 2013 AT 11:24 A.M.

ORDER NUMBER:23372618

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

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OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON OCTOBER 28, 2009

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 675 0614270;13;13 071 256 302

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 13
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 061 488 783 +86

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
071 256 302	25/05/2007	TRANSFER OF LAND	\$68,300	\$68,300

OWNERS

REMBRANDT MASTER HOME BUILDER LTD..
OF PO BOX 977
OKOTOKS
ALBERTA T1S 1B1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
071 256 302

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
031 180 001	03/06/2003	MORTGAGE MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 ORIGINAL PRINCIPAL AMOUNT: \$2,500,000
031 414 229	28/11/2003	CAVEAT RE : DEBENTURE CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
071 256 302

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
071 256 322	25/05/2007	MORTGAGE MORTGAGEE - OUTWEST CAPITAL CORPORATION. 416,602 - 11TH AVE SW CALGARY ALBERTA T2R1J8 ORIGINAL PRINCIPAL AMOUNT: \$1,600,000
071 256 323	25/05/2007	CAVEAT RE : ASSIGNMENT OF INTEREST CAVEATOR - OUTWEST CAPITAL CORPORATION. KEN C JOHNSTON 416, 602-11 AVE SW CALGARY ALBERTA T2R1J8 AGENT - KEN C JOHNSTON
071 289 856	11/06/2007	DISCHARGE OF CAVEAT 031414229
071 289 857	11/06/2007	DISCHARGE OF MORTGAGE 031180001
081 079 862	03/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 079 863	03/03/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
071 256 302

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
081 158 320	01/05/2008	DISCHARGE OF MORTGAGE 071256322
081 158 321	01/05/2008	DISCHARGE OF CAVEAT 071256323
081 210 232	16/06/2008	DISCHARGE OF CAVEAT 081079862 AND CAVEAT 081079863
081 216 355	20/06/2008	CAVEAT RE : PURCHASERS INTEREST CAVEATOR - CODY NUDD CAVEATOR - JOHN PEPLINSKI BOTH OF: C/O H. MARKHAM SILVER 300-255 17TH AVE SW CALGARY ALBERTA T2S2T8 AGENT - H MARKHAM SILVER
081 442 854	27/11/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. ATTN:KEVIN SCHOUTEN 400 THE LOUGHEED BUILDING 604 FIRST STREET SW CALGARY ALBERTA T2P1M7

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
071 256 302

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS

AGENT - JOHN DRAKE		
091 052 649	26/02/2009	DISCHARGE OF CAVEAT 081216355
091 068 377	12/03/2009	DISCHARGE OF CAVEAT 081442854
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 108 040	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 143	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 6
071 256 302

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON
		CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 546	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
091 323 644	28/10/2009	ORDER OWNERS - 910234 ALBERTA LTD.. 57 EVERGLEN CRES SW CALGARY ALBERTA T2Y0G4 NEW TITLE ISSUED

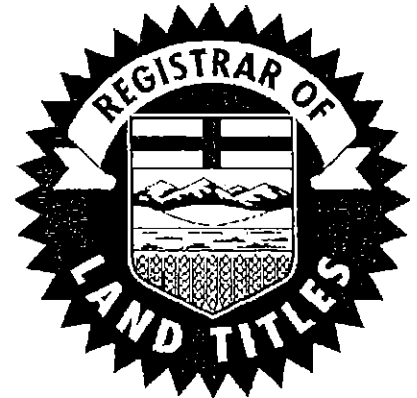
(CONTINUED)

TOTAL INSTRUMENTS: 036

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON DECEMBER 22, 2009

S

LINC SHORT LEGAL
0032 065 675 0614270;13;13

TITLE NUMBER
091 323 644 +1

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 13
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 071 256 302

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 323 644	28/10/2009	ORDER		ORDER

OWNERS

910234 ALBERTA LTD..
OF 57 EVERGLEN CRES SW
CALGARY
ALBERTA T2Y 0G4

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 323 644 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD..

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

091 323 644 +1

NUMBER	DATE (D/M/Y)	PARTICULARS
		47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 108 040	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

091 323 644 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 143	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 546	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
091 323 644 +1

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

091 388 245 22/12/2009 TRANSFER OF LAND
OWNERS - KYLE CALMUSKY
OWNERS - THERESA CALMUSKY
OWNERS - RANDY CALMUSKY
ALL OF :
110 HAWKS LANDING DR
PRIDDIS
ALBERTA TOL1W0
AS JOINT TENANTS

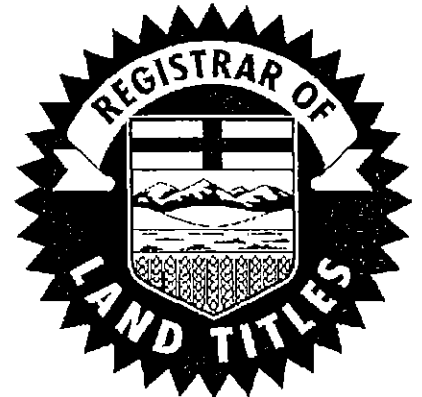
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 021

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON JANUARY 06, 2011

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 675 0614270;13;13 091 388 245

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 13
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 323 644 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 388 245	22/12/2009	TRANSFER OF LAND	\$115,000	\$115,000

OWNERS

KYLE CALMUSKY

AND

THERESA CALMUSKY

AND

RANDY CALMUSKY

ALL OF:

110 HAWKS LANDING DR

PRIDDIS

ALBERTA TOL 1W0

ALL AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 388 245

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
091 388 245

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
061 488 788	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 108 040	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
091 388 245

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 143	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 546	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
091 388 245

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
101 039 356	08/02/2010	DISCHARGE OF WRIT 091083153 AND WRIT 091097720 AND WRIT 091108040 AND WRIT 091108143 AND CERTIFICATE OF LIS PENDENS 091147709 AND WRIT 091157546 AND WRIT 091297410
101 099 197	08/04/2010	DISCHARGE OF CAVEAT 081135495
101 099 198	08/04/2010	DISCHARGE OF MORTGAGE 081135494
101 139 163	13/05/2010	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200, 33 HERITAGE MEADOWS SE CALGARY ALBERTA T2H3C8 ORIGINAL PRINCIPAL AMOUNT: \$271,978
111 002 449	05/01/2011	DISCHARGE OF CAVEAT 061488784
111 003 074	06/01/2011	TRANSFER OF LAND OWNERS - ERIC TOWSON 76 BESSE AVE SW LANGDON ALBERTA T0J1X2 NEW TITLE ISSUED

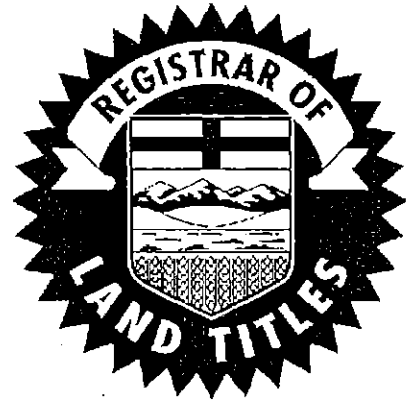
(CONTINUED)

TOTAL INSTRUMENTS: 026

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER:23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 675 0614270;13;13 111 003 074

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 13
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 388 245

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
111 003 074	06/01/2011	TRANSFER OF LAND	\$318,000	CASH & MORTGAGE

OWNERS

ERIC TOWSON
OF 76 BESSE AVE
LANGDON
ALBERTA T0J 1X2
(DATA UPDATED BY: CHANGE OF ADDRESS 111032672)

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
111 003 074

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
051 466 301	07/12/2005	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0514204
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 787	24/11/2006	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
061 488 788	24/11/2006	RESTRICTIVE COVENANT
121 091 851	19/04/2012	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 180 WELLINGTON STREET WEST TORONTO ONTARIO M5J1J1 ORIGINAL PRINCIPAL AMOUNT: \$340,000

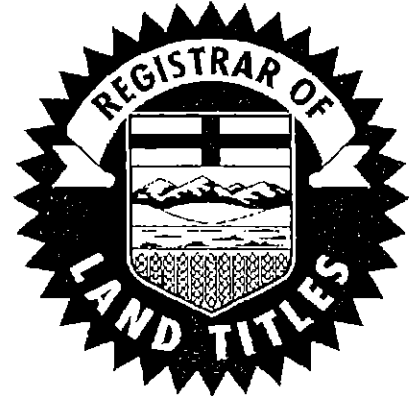
(CONTINUED)

TOTAL INSTRUMENTS: 011

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 25 DAY OF APRIL, 2013 AT 11:24 A.M.

ORDER NUMBER: 23372618

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON OCTOBER 28, 2009

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 287 0614270;12;23 071 256 300

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 061 488 783 +47

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
071 256 300	25/05/2007	TRANSFER OF LAND	\$84,400	\$84,400

OWNERS

REMBRANDT MASTER HOME BUILDER LTD..
OF PO BOX 977
OKOTOKS
ALBERTA T1S 1B1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
071 256 300

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 788	24/11/2006	RESTRICTIVE COVENANT
071 256 322	25/05/2007	MORTGAGE MORTGAGEE - OUTWEST CAPITAL CORPORATION. 416,602 - 11TH AVE SW CALGARY ALBERTA T2R1J8 ORIGINAL PRINCIPAL AMOUNT: \$1,600,000
071 256 323	25/05/2007	CAVEAT RE : ASSIGNMENT OF INTEREST CAVEATOR - OUTWEST CAPITAL CORPORATION.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
071 256 300

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		KEN C JOHNSTON 416, 602-11 AVE SW CALGARY ALBERTA T2R1J8 AGENT - KEN C JOHNSTON
081 079 899	03/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 079 900	03/03/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
081 093 777	12/03/2008	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. 400 LOUGHEED BUILDING 604 FRIST STREET SW CALGARY ALBERTA T2P1M7 AGENT - LISA STATT FOY.
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
071 256 300

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
081 158 320	01/05/2008	DISCHARGE OF MORTGAGE 071256322
081 158 321	01/05/2008	DISCHARGE OF CAVEAT 071256323
081 210 237	16/06/2008	DISCHARGE OF CAVEAT 081079899 AND CAVEAT 081079900
091 020 624	22/01/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - MALLARD POINT ENTERPRISES LTD.. FIELD LLP ATTN: KEVIN SCHOUTEN 400 LOUGHEED BLDG 604 FIRST ST SW CALGARY ALBERTA T2P1M7
091 068 372	12/03/2009	DISCHARGE OF CAVEAT 081093777
091 068 374	12/03/2009	DISCHARGE OF CAVEAT 091020624
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 060	14/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE ALBERTA NEW HOME WARRANTY PROGRAM. 1413 - 2 STREET SW ATTN: MR. ROBERT A. BENSON CALGARY ALBERTA T2R0W7 AGENT - INGO VIEHWEGER
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
071 256 300

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T3J5H3
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
209, 10836-24 ST SE
CALGARY
ALBERTA T2Z4C9
AMOUNT: \$40,357 AND COSTS IF ANY
ACTION NUMBER: 0901 02966

091 099 245 15/04/2009 WRIT
CREDITOR - TRAIL APPLIANCES LTD.
C/O BOX 32006 MILLWOODS POSTAL OUTLET
EDMONTON
ALBERTA T6K4C2
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
209, 10836-24 ST SE
CALGARY
ALBERTA T2Z4C9
AMOUNT: \$22,893 AND COSTS IF ANY
ACTION NUMBER: 090304242

091 108 042 23/04/2009 WRIT
CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY MINISTER OF NATIONAL REVENUE
C/O BOB EMERSON
CALGARY TAX SERVICES
ROOM 330, 220- 4TH AVE SE
CALGARY
ALBERTA T2G0L1
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
121, 5126 126 AVE SE
CALGARY
ALBERTA T2Z0H2
AMOUNT: \$13,855 AND COSTS IF ANY
ACTION NUMBER: ITA-4986-09

091 108 145 23/04/2009 WRIT
CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY MINISTER OF NATIONAL REVENUE
C/O BOB EMERSON
CALGARY TAX SERVICES
ROOM 330, 220- 4TH AVE SE
CALGARY
ALBERTA T2G0L1
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
121, 5126 126 AVE SE
CALGARY
ALBERTA T2Z0H2

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 6
071 256 300

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 532	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 158 617	08/06/2009	CAVEAT RE : NOTICE OF INTENTION TO SELL UNDER CIVIL ENFORCEMENT ACT CAVEATOR - CONSOLIDATED CIVIL ENFORCEMENT INC.. 102,801 MANNING ROAD NE CALGARY ALBERTA T2E7M8 WRIT 091099245
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
091 323 644	28/10/2009	ORDER OWNERS - 910234 ALBERTA LTD.. 57 EVERGLEN CRES SW CALGARY ALBERTA T2Y0G4 NEW TITLE ISSUED

(CONTINUED)

TOTAL INSTRUMENTS: 033

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

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THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON DECEMBER 22, 2009

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 287 0614270;12;23 091 323 644

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 071 256 300

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
091 323 644	28/10/2009	ORDER		ORDER

OWNERS

910234 ALBERTA LTD..
OF 57 EVERGLEN CRES SW
CALGARY
ALBERTA T2Y 0G4

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 323 644

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 788	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD..

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
091 323 644

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		#209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 060	14/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE ALBERTA NEW HOME WARRANTY PROGRAM. 1413 - 2 STREET SW ATTN: MR. ROBERT A. BENSON CALGARY ALBERTA T2R0W7 AGENT - INGO VIEHWEGER
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 099 245	15/04/2009	WRIT CREDITOR - TRAIL APPLIANCES LTD. C/O BOX 32006 MILLWOODS POSTAL OUTLET EDMONTON ALBERTA T6K4C2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
091 323 644

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AMOUNT: \$22,893 AND COSTS IF ANY ACTION NUMBER: 090304242
091 108 042	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$13,855 AND COSTS IF ANY ACTION NUMBER: ITA-4986-09
091 108 145	23/04/2009	WRIT CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY MINISTER OF NATIONAL REVENUE C/O BOB EMERSON CALGARY TAX SERVICES ROOM 330, 220- 4TH AVE SE CALGARY ALBERTA T2G0L1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$212,579 AND COSTS IF ANY ACTION NUMBER: GST-2801-09
091 147 709	28/05/2009	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 081135494
091 157 532	05/06/2009	WRIT CREDITOR - HOME SOLUTIONS CORPORATION. 11510-40 ST SE CALGARY ALBERTA T2Z4V6 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5
091 323 644

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

091 158 617	08/06/2009	CAVEAT RE : NOTICE OF INTENTION TO SELL UNDER CIVIL ENFORCEMENT ACT CAVEATOR - CONSOLIDATED CIVIL ENFORCEMENT INC.. 102,801 MANNING ROAD NE CALGARY ALBERTA T2E7M8 WRIT 091099245
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
091 375 050	11/12/2009	WRIT CREDITOR - ROYNAT INC.. 2500,10303 JASPER AVE EDMONTON ALBERTA T5J3N6 DEBTOR - REMBRANDT MASTER BUILDER LTD.. #209, 10836 - 24TH STREET SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$26,131 AND COSTS IF ANY ACTION NUMBER: 0903 14101
091 388 247	22/12/2009	TRANSFER OF LAND OWNERS - THERESA CALMUSKY OWNERS - RANDY CALMUSKY BOTH OF: 110 HAWKS LANDING DR PRIDDIS ALBERTA T0L1W0 AS JOINT TENANTS NEW TITLE ISSUED

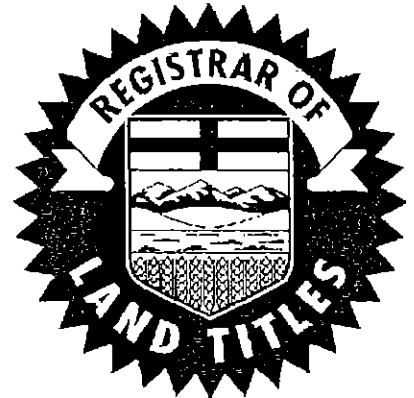
(CONTINUED)

TOTAL INSTRUMENTS: 023

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE

TITLE CANCELLED ON NOVEMBER 30,2010

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 287 0614270;12;23 091 388 247

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 323 644

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

091 388 247 22/12/2009 TRANSFER OF LAND \$113,000 \$113,000

OWNERS

THERESA CALMUSKY

AND
RANDY CALMUSKY
BOTH OF:
110 HAWKS LANDING DR
PRIDDIS
ALBERTA T0L 1W0
AS JOINT TENANTS

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
091 388 247

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
731 000 982	04/04/1973	CAVEAT RE : EASEMENT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424	13/01/1976	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 784	24/11/2006	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. 911-32 AVE NE CALGARY ALBERTA T2E6X6
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 788	24/11/2006	RESTRICTIVE COVENANT
081 135 494	14/04/2008	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 47 WOODHAVEN MANOR SW CALGARY ALBERTA T2W5P6 ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3
091 388 247

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
081 135 495	14/04/2008	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - 910234 ALBERTA LTD.. #209, 10836-24TH AVENUE SE CALGARY ALBERTA T2Z4C9 AGENT - GERALD R ALBERT
091 083 153	27/03/2009	WRIT CREDITOR - ZION HOLDINGS INC.. 63 WENTWORTH CRES SW CALGARY ALBERTA T3H5V2 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121, 5126 126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$17,329 AND COSTS IF ANY ACTION NUMBER: 0901-03580
091 097 060	14/04/2009	CAVEAT RE : AGREEMENT CHARGING LAND CAVEATOR - THE ALBERTA NEW HOME WARRANTY PROGRAM. 1413 - 2 STREET SW ATTN: MR. ROBERT A. BENSON CALGARY ALBERTA T2R0W7 AGENT - INGO VIEHWEGER
091 097 720	15/04/2009	WRIT CREDITOR - CRYSTAL WATERS PLUMBING COMPANY INC.. BAY 12, 3710 WESTWINDS DR NE CALGARY ALBERTA T3J5H3 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 209, 10836-24 ST SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$40,357 AND COSTS IF ANY ACTION NUMBER: 0901 02966
091 099 245	15/04/2009	WRIT CREDITOR - TRAIL APPLIANCES LTD. C/O BOX 32006 MILLWOODS POSTAL OUTLET EDMONTON ALBERTA T6K4C2

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4
091 388 247

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
209, 10836-24 ST SE
CALGARY
ALBERTA T2Z4C9
AMOUNT: \$22,893 AND COSTS IF ANY
ACTION NUMBER: 090304242

091 108 042 23/04/2009 WRIT
CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY MINISTER OF NATIONAL REVENUE
C/O BOB EMERSON
CALGARY TAX SERVICES
ROOM 330, 220- 4TH AVE SE
CALGARY
ALBERTA T2G0L1
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
121, 5126 126 AVE SE
CALGARY
ALBERTA T2Z0H2
AMOUNT: \$13,855 AND COSTS IF ANY
ACTION NUMBER: ITA-4986-09

091 108 145 23/04/2009 WRIT
CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF CANADA
AS REPRESENTED BY MINISTER OF NATIONAL REVENUE
C/O BOB EMERSON
CALGARY TAX SERVICES
ROOM 330, 220- 4TH AVE SE
CALGARY
ALBERTA T2G0L1
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..

121, 5126 126 AVE SE
CALGARY
ALBERTA T2Z0H2
AMOUNT: \$212,579 AND COSTS IF ANY
ACTION NUMBER: GST-2801-09

091 147 709 28/05/2009 CERTIFICATE OF LIS PENDENS
AFFECTS INSTRUMENT: 081135494

091 157 532 05/06/2009 WRIT
CREDITOR - HOME SOLUTIONS CORPORATION.
11510-40 ST SE
CALGARY
ALBERTA T2Z4V6
DEBTOR - REMBRANDT MASTER HOME BUILDER LTD..
209, 10836-24 ST SE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 5

091 388 247

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2Z4C9 AMOUNT: \$6,531 AND COSTS IF ANY ACTION NUMBER: 0901-07674
091 158 617	08/06/2009	CAVEAT RE : NOTICE OF INTENTION TO SELL UNDER CIVIL ENFORCEMENT ACT CAVEATOR - CONSOLIDATED CIVIL ENFORCEMENT INC.. 102,801 MANNING ROAD NE CALGARY ALBERTA T2E7M8 WRIT 091099245
091 297 410	02/10/2009	WRIT CREDITOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 DEBTOR - REMBRANDT MASTER HOME BUILDER LTD.. 121M 5126-126 AVE SE CALGARY ALBERTA T2Z0H2 AMOUNT: \$59,450 AND COSTS IF ANY ACTION NUMBER: 0901-08211
091 375 050	11/12/2009	WRIT CREDITOR - ROYNAT INC.. 2500,10303 JASPER AVE EDMONTON ALBERTA T5J3N6 DEBTOR - REMBRANDT MASTER BUILDER LTD.. #209, 10836 - 24TH STREET SE CALGARY ALBERTA T2Z4C9 AMOUNT: \$26,131 AND COSTS IF ANY ACTION NUMBER: 0903 14101
101 039 357	08/02/2010	DISCHARGE OF WRIT 091083153 AND WRIT 091097720 AND WRIT 091099245 AND WRIT 091108042 AND WRIT 091108145 AND CERTIFICATE OF LIS PENDENS 091147709 AND WRIT 091157532

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 6
091 388 247

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
101 039 358	08/02/2010	DISCHARGE OF CAVEAT 091158617
101 099 197	08/04/2010	DISCHARGE OF CAVEAT 081135495
101 099 198	08/04/2010	DISCHARGE OF MORTGAGE 081135494
101 107 812	15/04/2010	DISCHARGE OF WRIT 091375050
101 269 390	09/09/2010	DISCHARGE OF CAVEAT 091097060
101 271 626	13/09/2010	DISCHARGE OF WRIT 091297410
101 282 704	22/09/2010	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 1200 33 HERITAGE MEADOWS WAY SE CALGARY ALBERTA T2H3B8 ORIGINAL PRINCIPAL AMOUNT: \$282,350
101 348 589	30/11/2010	TRANSFER OF LAND OWNERS - DARRIN WISEMAN 148 BISHOP CRESCENT LANGDON ALBERTA T0J1X2 NEW TITLE ISSUED

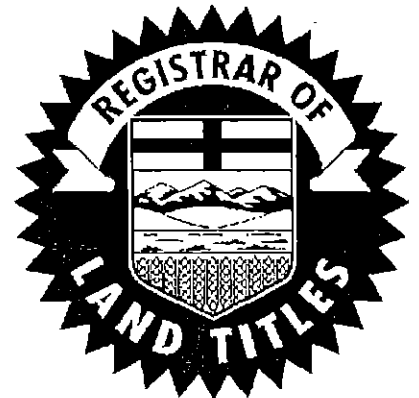
TOTAL INSTRUMENTS: 031

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 26 DAY OF APRIL, 2013 AT 10:22 A.M.

ORDER NUMBER: 23381095

CUSTOMER FILE NUMBER: 62616-8

END OF CERTIFICATE



THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
SET OUT IN THE PARAGRAPH BELOW.

(CONTINUED)

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0032 065 287 0614270;12;23 101 348 589

LEGAL DESCRIPTION
PLAN 0614270
BLOCK 12
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;23;22;NE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 091 388 247

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

101 348 589 30/11/2010 TRANSFER OF LAND \$405,000 \$405,000

OWNERS

DARRIN WISEMAN
OF 148 BISHOP CRESCENT
LANGDON
ALBERTA T0J 1X2

ENCUMBRANCES, LIENS & INTERESTS
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

731 000 982 04/04/1973 CAVEAT
 RE : EASEMENT
 CAVEATOR - THE MUNICIPAL DISTRICT OF ROCKY VIEW.
761 003 424 13/01/1976 UTILITY RIGHT OF WAY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
101 348 589

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.
021 314 077	09/09/2002	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
041 073 782	24/02/2004	CAVEAT RE : EASEMENT AND RESTRICTIVE COVENANT
051 327 561	08/09/2005	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. 320-17 AVE SW CALGARY ALBERTA T2S2V1
061 418 954	10/10/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC.. AS TO PORTION OR PLAN:0613662
061 488 785	24/11/2006	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44. AS TO PORTION OR PLAN:0613662
061 488 788	24/11/2006	RESTRICTIVE COVENANT
101 348 590	30/11/2010	MORTGAGE MORTGAGEE - SCOTIA MORTGAGE CORPORATION. C/O THE BANK OF NOVA SCOTIA, 331 THICKWOOD BLVD, FORT MCMURRAY ALBERTA T9H4V2 ORIGINAL PRINCIPAL AMOUNT: \$305,000

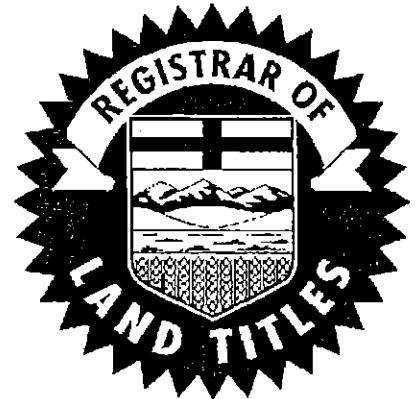
(CONTINUED)

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED
HEREIN THIS 25 DAY OF APRIL, 2013 AT 11:24 A.M.

ORDER NUMBER:23372618

CUSTOMER FILE NUMBER: 62616-8



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE
SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS
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INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR
OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL
PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR
THE BENEFIT OF CLIENT(S).

EXHIBIT 19

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091388246

ORDER NUMBER: 24162179

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Form 8

Land Titles Act
Section 64

Insert Name(s) of
Transferor(s)
(Current Owners
as shown on Title)

I, 910234 Alberta Ltd.

Delete Inapplicable
Estate

being registered owner of an estate in fee simple (leasehold, life estate), subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Insert Complete
Legal Description,
and if Applicable,
the Mines and
Minerals
Reservation

Plan 0614270
Block 12
Lot 41

Set out the True
Consideration
Received (\$1.00 or
NIL is Acceptable)

do hereby, in consideration of (the sum of) (\$ 120,000) Dollars

Insert Name(s)
and the Mailing
Address of the
New Registered
Owner(s)

transfer to:

110 HAWKS LAUNDRY DR. Bridgman, AB
RYAN CALMUSKY
THERESA CALMUSKY
ZANDY CALMUSKY
Joint Tenancy

Multiple Owners
Should also include
the Tenancy
Arrangement (If
Not Specified, the
Parties are
Deemed to Hold
Title as Tenants In
Common)

all my (our) estate and interest in that piece of land.

IN WITNESS WHEREOF I (we) have hereunto subscribed (affixed) my (our, its) name(s) (and corporate seal by its proper officers)

this Dec 21/09
(DATE)

Execution by the
Transferor(s)
Before a Witness is
Required

SIGNED by the above named

In the presence of

[Signature]
(TRANSFEROR SIGN HERE)

(WITNESS SIGN HERE)

(TRANSFEROR SIGN HERE)

Form A

Consent of Spouse

Dower Act
Sections 4 and 6

Affidavit must be
Completed and
Signed by the
Spouse

I, _____ being married to the above named

_____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the DOWER ACT, to the extent necessary to give effect to the disposition.

(SIGNATURE OF SPOUSE)

Acknowledgment is to be Completed by a Person Authorized to Take Proof of the Execution of Instruments

Form C

*Certificate of Acknowledgement
By Spouse*

Dower Act
Sections 5, 6 and 9

1. This document was acknowledged before me by _____
apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he)
 - (a) is aware of the nature of the disposition,
is aware that the *DOWER ACT* gives her (or him) a life estate in the homestead and the right to
 - (b) prevent disposition of the homestead by withholding consent,
consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the *DOWER ACT* to the extent necessary to give effect to the
 - (c) said disposition,
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____

in the province of _____

this _____

(OFFICIATING OFFICER SIGN HERE)

Affidavit must be Completed by the Transferor or Person Authorized to Complete the Affidavit on Behalf of the Transferor

Form B

Dower Affidavit

Dower Act
Section 4

I, _____
of _____ in the Province of _____
make oath and say:

1. I am the transferor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____ as instrument number _____ granted by the transferor) named in the within instrument.

2. I am (or My principal is) not married.

OR

Neither myself nor my spouse (or my principal nor my principal's spouse) have resided on the within mentioned land at any time since our (or their) marriage).

OR

I am (or My principal is) married to _____

being the person who executed the release of dower rights registered in the Land Titles Office on

_____ as Instrument number _____

SWORN before me at _____

in the province of _____

this _____

(DATE)

(SIGNATURE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Delete and Initial Inapplicable Clauses in Clause 2

Execution Before a Commissioner, etc. Is Required

Insert Name of
Witness (Legible
Names Required)

Require Given
Name(s) and
Surname of each
Transferor
(Current Owners
as Shown on Title)

Delete and Initial
Inapplicable Clauses

Insert Name of
City / Town and
Province

Execution by the
Transferor's
Witness Before a
Commissioner, etc.
Is Required

Form 31

Affidavit Of Execution

Land Titles Act
Sections 155 and 156

I, _____
of _____ in the Province of _____
make oath and say:

1. I was personally present and did see _____
who is (are) known to me to be the person(s) named in the within instrument, duly sign the
instrument;

OR

I was personally present and did see _____
who, on the basis of the identification provided
to me, I believe to be the person(s) named in the within instrument, duly sign the instrument;

2. The instrument was signed at _____ in the province of _____
and I am subscribing witness thereto;

3. I believe the person(s) whose signature I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at _____
in the province of _____

this _____ (DATE) _____ (WITNESS SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Affidavit must be
Completed by the
Transferee or their
Agent

Outline the Details
of The
Consideration
(Transfer from
Husband to
Husband and Wife,
or \$1.00, or
Nominal Are
Acceptable)

Insert the Current
Value of the Land

Execution Before a
Commissioner, etc.
Is Required

The affidavit must
be sworn within
the preceding 2
years, as the value
of the land must be
reasonably
current.

Form 32

Affidavit Re Value Of Land

ADL
Land Titles Act
Section 164

I, Ryan Calmusk
of Calgary in the Province of Alberta
make oath and say:

1. I am (one of) the transferee(s) (or agent of the transferee(s) named in the within transfer and I know the
land therein described;

2. I know the circumstances of the said transfer, and the true consideration paid by me (us) is as
follows: (give full details: cash, assumption of mortgage, exchange or other consideration with
cash value of same.) **Completion of Clause #2 is Required.**

\$120,000 CASH

3. The current value * of the land **, in my opinion is \$ \$120,000
* "value" means the dollar amount that the land might be expected to realize if it were sold on
the open market by a willing seller to a willing buyer.

** "land" includes buildings and all other improvements affixed to the land.

SWORN before me at Calgary
in the province of Alberta

this December 21st, 2009 R. Calmusk
(DATE) (TRANSFEEE OR AGENT SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

SANDRA Fr-YX



091388246

091388246 REGISTERED 2009 12 22
TFLA - TRANSFER OF LAND
DOC 2 OF 3 DRR#: 5421739 ADR/SFRY
LINC/S: 0032065618

2/3

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

111108437

ORDER NUMBER: 24165309

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

AFFIDAVIT OF EXECUTION

CANADA)

TO WIT:)

I, Gerald E. Masuch
of the City of Calgary,
in the Province of Alberta
MAKE OATH AND SAY:

1. That I was personally present and did see:

Randy Calmusky and Theresa Calmusky and Ryan Calmusky

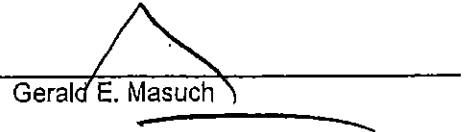
named in the within instrument and who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said party/parties and he/she/they is/are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the
City of Calgary,
in the Province of Alberta
on April 21, 2011.



A Commissioner for Oaths in and for the
Province of Alberta
Kathleen M. Matheson
My Commission Expires: September 29, 2012.



Gerald E. Masuch

AFFIDAVIT OF TRANSFEREE

CANADA)
Province of Alberta)
TO WIT:)
)

I, Randy Calmusky
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

1. I am one of the transferees named in the within or annexed transfer and I know the lands therein described.
2. I know the circumstances of the said transfer and the true consideration paid by the transferees is as follows:

Cash

3. The current value* of the land**, in my opinion is \$ 144,900⁰⁰ *p.c.*
* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.
**"land" includes buildings and all other improvements affixed to the land.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on April 21, 2011.

) *Randy Calmusky*
) Randy Calmusky
)
)

Gerald E. Masuch
Gerald E. Masuch
Barrister and Solicitor

(48,300)



111108437

111108437 REGISTERED 2011 05 04
TFLA - TRANSFER OF LAND
DOC 1 OF 1 DRR#: E026E05 ADR/TTRAINOR
LINC/S: 0032065618

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

111209193

ORDER NUMBER: 24165309

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

AUGUST 17 / 11
FOCK
CLOSER

LAND TITLES ACT
(Section 64)

TRANSFER

Randy Calmusky and Theresa Calmusky
both of 110 Hawk's Landing Drive,
Priddis, Alberta T0L 1W0
as Joint Tenants

being registered owner of an estate in fee simple subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Plan 0614270
Block 12
Lot 41

Excepting Thereout All Mines And Minerals

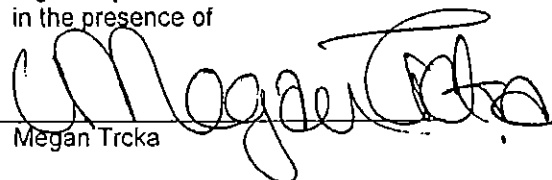
do hereby in consideration of One Hundred Twenty Eight Thousand (\$128,000.00) Dollars transfer to

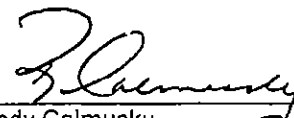
Bob Blanchard
of 78 Evansmeade Circle NW,
Calgary, Alberta T3P 1B8

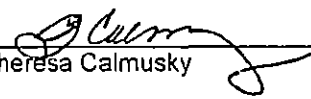
all my estate and interest in that piece of land.

IN WITNESS WHEREOF we have hereunto subscribed our names on August 4, 2011

Signed by the said Transferors
in the presence of


Megan Trcka

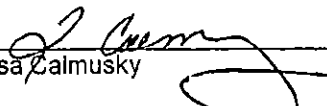

Randy Calmusky


Theresa Calmusky

CERTIFICATE

We the undersigned vendors, certify that we are residents of Canada for all purposes arising under the Income Tax Act of Canada including but not limited to Section 116 (5) thereof.


Randy Calmusky


Theresa Calmusky

AFFIDAVIT OF EXECUTION

CANADA)
Province of Alberta)
TO WIT:)

I, Megan Trcka
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

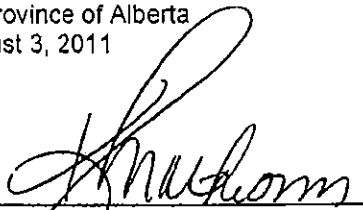
1. That I was personally present and did see:

Randy Calmusky and Theresa Calmusky

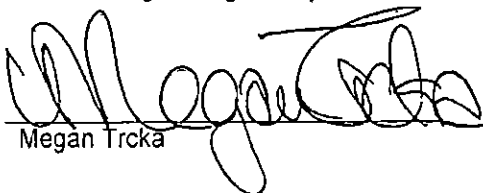
named in the within instrument and who is/are personally known to me to be the person(s) named therein,
duly sign and execute the same for the purpose named therein.

2. That the same was executed at the City of Calgary, in the Province of Alberta and that I am the
subscribing witness thereto.
3. That I know the said party/parties and he/she/they is/are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on August 3, 2011



Commissioner for Oaths in and for the
Province of Alberta
Kathleen M. Matheson
My Commission Expires: September 29, 2012


Megan Trcka

AFFIDAVIT OF TRANSFeree

Julia Herscovitch
Barrister & Solicitor

CANADA)
Province of Alberta)
TO WIT:)

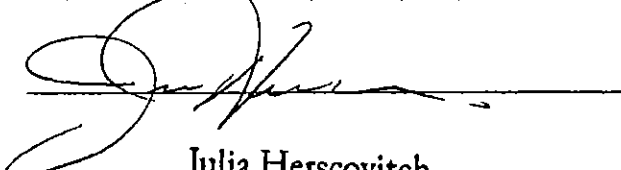
I,
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

1. I am one of the transferee(s) named in the within or annexed transfer and I know the lands therein described.
2. I know the circumstances of the said transfer and the true consideration paid by the transferee(s) is as follows:

CASH AND NEW MORTGAGE

3. The current value* of the land**, in my opinion is 128,000.00
* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.
***"land" includes buildings and all other improvements affixed to the land

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on August 9, 2011

)
)
)
)

Julia Herscovitch
Barrister & Solicitor



MELISHA BARBER
Commissioner for Oaths
My Commission Expires
Feb. 13, 2014

James M. Smith
James M. Smith

James M. Smith
James M. Smith

TRANSFER

Masuch Albert LLP
Barristers and Solicitors
209, 10836 - 24 St. S.E.
Calgary, Alberta
T2Z 4C9

111209193 REGISTERED 2011 08 17
TFLA - TRANSFER OF LAND
DOC 1 OF 2 DRR#: E04ED89 ADR/CDELEON
LINC/S: 0032065618



111209193

Solicitors File No. 11-10-40549/GRA/km

1/2

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091390791

ORDER NUMBER: 24162179

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Form 8

Land Titles Act
Section 64

Insert Name(s) of
Transferor(s)
(Current Owners
as shown on Title)

Delete Inapplicable
Estate

Insert Complete
Legal Description,
and if Applicable,
the Mines and
Minerals
Reservation

Set out the True
Consideration
Received (\$1.00 or
NIL is Acceptable)

Insert Name(s)
and the Mailing
Address of the
New Registered
Owner(s)

Multiple Owners
Should also include
the Tenancy
Arrangement (If
Not Specified, the
Parties are
Deemed to Hold
Title as Tenants In
Common)

Execution by the
Transferor(s)
Before a Witness is
Required

I, 910234 Alberta Ltd.

being registered owner of an estate in fee simple (leasehold, life estate), subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Plan 0614270
Block 10
Lot 53

do hereby, in consideration of (the sum of)

130,000.00
(\$ 130,000) Dollars

transfer to:

110 Hawks Landing DR
Priddis, AB T0L 1W0
Jennifer Calmusky
Theresa Calmusky
Randy Calmusky
As Joint Tenants
Joint Tenancy

all my (our) estate and interest in that piece of land.

IN WITNESS WHEREOF I (we) have hereunto subscribed (affixed) my (our, its) name(s) (and corporate seal by its proper officers)

this December 21, 2009
(DATE)

SIGNED by the above named

in the presence of

[Signature]
(TRANSFEROR SIGN HERE)

(WITNESS SIGN HERE)

(TRANSFEROR SIGN HERE)

SEAL

Form A

Consent of Spouse

Dower Act
Sections 4 and 6

Affidavit must be
Completed and
Signed by the
Spouse

I, _____ being married to the above named

do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the DOWER ACT, to the extent necessary to give effect to the disposition.

(SIGNATURE OF SPOUSE)

Acknowledgment is to be Completed by a Person Authorized to Take Proof of the Execution of Instruments

Form C

*Certificate of Acknowledgement
By Spouse*

Dower Act
Sections 5, 6 and 9

1. This document was acknowledged before me by _____
apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he)
 - (a) is aware of the nature of the disposition,
is aware that the *DOWER ACT* gives her (or him) a life estate in the homestead and the right to
 - (b) prevent disposition of the homestead by withholding consent,
consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the *DOWER ACT* to the extent necessary to give effect to the
 - (c) said disposition,
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____

in the province of _____

this _____

(OFFICIATING OFFICER SIGN HERE)

Affidavit must be Completed by the Transferor or Person Authorized to Complete the Affidavit on Behalf of the Transferor

Form B

Dower Affidavit

Dower Act
Section 4

I, _____
of _____ In the Province of _____
make oath and say:

1. I am the transferor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____ as instrument number _____ granted by the transferor) named in the within instrument.
2. I am (or My principal is) not married.
OR
Neither myself nor my spouse (or my principal nor my principal's spouse) have resided on the within mentioned land at any time since our (or their) marriage).
OR
I am (or My principal is) married to _____
being the person who executed the release of dower rights registered in the Land Titles Office on _____ as instrument number _____

SWORN before me at _____

in the province of _____

this _____

(DATE)

(SIGNATURE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Delete and Initial Inapplicable Clauses in Clause 2

Execution Before a Commissioner, etc. Is Required

Insert Name of
Witness (Legible
Names Required)

Require Given
Name(s) and
Surname of each
Transferor
(Current Owners
as Shown on Title)

Delete and Initial
Inapplicable Clauses

Insert Name of
City / Town and
Province

Execution by the
Transferor's
Witness Before a
Commissioner, etc.
Is Required

Form 31

Affidavit Of Execution

Land Titles Act
Sections 155 and 156

I, _____
of _____ In the Province of _____
make oath and say:

1. I was personally present and did see _____

who is (are) known to me to be the person(s) named in the within Instrument, duly sign the instrument;

OR

I was personally present and did see _____

_____ who, on the basis of the identification provided to me, I believe to be the person(s) named in the within Instrument, duly sign the instrument;

2. The instrument was signed at _____ in the province of _____ and I am subscribing witness thereto;

3. I believe the person(s) whose signature I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at _____

in the province of _____

this _____

(DATE)

(WITNESS SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Affidavit must be
Completed by the
Transferee or their
Agent

Outline the Details
of The
Consideration
(Transfer from
Husband to
Husband and Wife,
or \$1.00, or
Nominal Are
Acceptable)

Insert the Current
Value of the Land

Execution Before a
Commissioner, etc.
Is Required

The affidavit must
be sworn within
the preceding 2
years, as the value
of the land must be
reasonably
current.

Form 32

Affidavit Re Value Of Land

Land Titles Act
Section 164

I, Jennifer Calmusky
of Calgary In the Province of Alberta
make oath and say:

1. I am (one of) the transferee(s) (or agent of the transferee(s) named in the within transfer and I know the land therein described;

2. I know the circumstances of the said transfer, and the true consideration paid by me (us) is as follows: (give full details: cash, assumption of mortgage, exchange or other consideration with cash value of same.) *Completion of Clause #2 is Required.*

\$ 130,000 CASH

3. The current value * of the land **, in my opinion is \$ 130,000

* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

** "land" includes buildings and all other improvements affixed to the land.

SWORN before me at Calgary

In the province of Alberta

this December 21, 2009

(DATE)

J. Calmusky
(TRANSFEREE OR AGENT SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

SPANDRA Fry. Q.



091390791

091390791 REGISTERED 2009 12 30

TFLA - TRANSFER OF LAND

DOC 1 OF 1 DRR#: 5421740 ADR/SELLIOTT

LINC/S: 0032065097

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

101144012

ORDER NUMBER: 24165309

ADVISORY

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Amended by the Solicitors for the Transferors
Masuch Albert LLP

Per: Gerald E. Masuch
THE LAND TITLES ACT
TRANSFER OF LAND

OK CN
may 11 2010

Jennifer Calmusky and Theresa Calmusky and Randy Calmusky,
all of 110 Hawk's Landing Drive, Priddis, Alberta, T0L 1W0, all as Joint Tenants

being the registered owners of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, or endorsed hereon in all that certain tract of land situate in the Province of Alberta being composed of:

Plan 0614270

Block 10

Lot 53

Excepting Thereout All Mines and Minerals

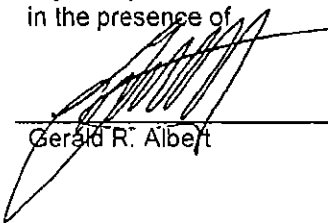
do hereby in consideration of the sum of One (\$1.00) Dollar paid to us by the transferee(s) hereunder, the receipt of which sum is hereby acknowledged, transfer to the said transferee(s):

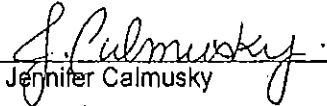
Theresa Calmusky and Randy Calmusky,
both of 110 Hawk's Landing Drive, Priddis, Alberta, T0L 1W0, as Joint Tenants

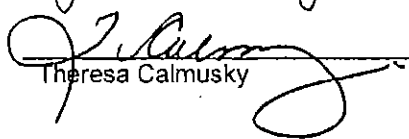
all of our estate and interest in the said piece of land.

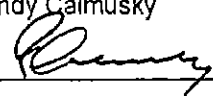
IN WITNESS WHEREOF we have hereunto subscribed our names on May 4, 2010.

Signed by the said Transferors
in the presence of


Gerald R. Albert

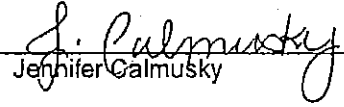

Jennifer Calmusky

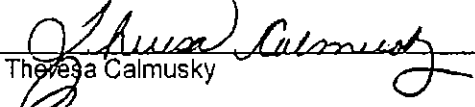

Theresa Calmusky

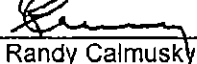

Randy Calmusky

CERTIFICATE

We the undersigned vendors, certify that we are residents of Canada for all purposes arising under the Income Tax Act of Canada including but not limited to Section 116 (5) thereof.


Jennifer Calmusky


Theresa Calmusky


Randy Calmusky

AFFIDAVIT OF EXECUTION

CANADA)
)
TO WIT:)
)

I, Gerald R. Albert
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

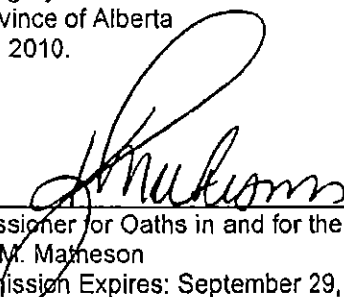
1. That I was personally present and did see:

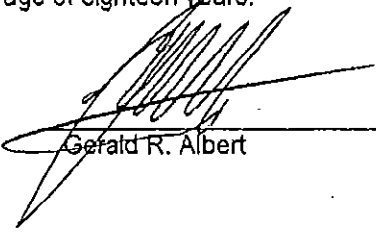
Jennifer Calmusky, Theresa Calmusky and Randy Calmusky

named in the within instrument and who are personally known to me to be the persons named therein,
duly sign and execute the same for the purpose named therein.

2. That the same was executed at the City of Calgary, in the Province of Alberta and that I am the
subscribing witness thereto.
3. That I know the said parties and they are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on May 4, 2010.


A Commissioner for Oaths in and for the Province of Alberta
Kathleen M. Matheson
My Commission Expires: September 29, 2012.


Gerald R. Albert

AFFIDAVIT OF TRANSFeree

CANADA)

TO WIT:)

) I, Randy Calmusky
) of the City Calgary
) in the Province of Alberta
) MAKE OATH AND SAY:

1. I am one of the transferees named in the within or annexed transfer and I know the lands therein described.
2. I know the circumstances of the said transfer and the true consideration paid by the transferee(s) is a follows:
Cash
3. The current value* of the land**, in my opinion is \$ 130,000.

* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

***"land" includes buildings and all other improvements affixed to the land.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on May 4, 2010.

) Randy Calmusky
)
)
)
)
)
)

Gerald R. Albert
A Commissioner For Oaths In And For
The Province of Alberta
Gerald R. Albert, Barrister and Solicitor

FC & 133333

$\frac{1}{2}$

TRANSFER

Masuch Albert LLP
Barristers and Solicitors
209, 10836 - 24 St. S.E.
Calgary, Alberta
T2Z 4C9



101144012

101144012 REGISTERED 2010 06 18
TFLA - TRANSFER OF LAND
DOC 1 OF 2 DR#: D032EAG ADR/CVITONE
LINC/S: 0032065097

Solicitors File No. 10-10-34573/GRA/km

1/2

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

111107173

ORDER NUMBER: 24165811

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

LAND TITLES ACT
(Section 64)

FOLA
may 4/11
RA

TRANSFER

Theresa Calmusky and Randy Calmusky
both of 110 Hawk's Landing Drive,
Priddis, Alberta T0L 1W0
as Joint Tenants

being registered owner of an estate in fee simple subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Plan 0614270
Block 10
Lot 53

Excepting Thereout All Mines And Minerals

do hereby in consideration of One Hundred Fifty Two Thousand, Four Hundred (\$152,400.00) Dollars transfer to

Jill Beaton and James Lang
both of 21 McIntyre Place, SS 2, Langdon, Alberta T0J 1X2
as Joint Tenants

all my estate and interest in that piece of land.

IN WITNESS WHEREOF we have hereunto subscribed our names on April 21, 2011

Signed by the said Transferors
in the presence of

Gerald E. Masuch

Theresa Calmusky

Randy Calmusky

CERTIFICATE

We the undersigned vendors, certify that we are residents of Canada for all purposes arising under the Income Tax Act of Canada including but not limited to Section 116 (5) thereof.

Theresa Calmusky

Randy Calmusky

AFFIDAVIT OF EXECUTION

CANADA)
Province of Alberta)
TO WIT:)

I, Gerald E. Masuch
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

1. That I was personally present and did see:

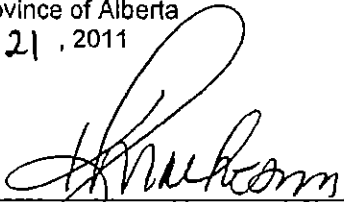
Theresa Calmusky and Randy Calmusky

named in the within instrument and who is/are personally known to me to be the person(s) named therein,
duly sign and execute the same for the purpose named therein.

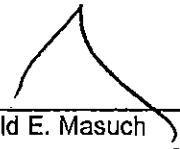
2. That the same was executed at the City of Calgary, in the Province of Alberta and that I am the
subscribing witness thereto.

3. That I know the said party/parties and he/she/they is/are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on April 21, 2011



Commissioner for Oaths in and for the
Province of Alberta
Kathleen M. Matheson
My Commission Expires: September 29, 2012



Gerald E. Masuch

AFFIDAVIT OF TRANSFeree

CANADA
Province of Alberta
TO WIT:

)
)
)
)

I, Lill Berton
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

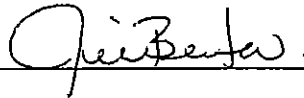
1. I am one of the transferee(s) named in the within or annexed transfer and I know the lands therein described.
2. I know the circumstances of the said transfer and the true consideration paid by the transferee(s) is as follows:

CASH + MORTGAGE

3. The current value* of the land**, in my opinion is \$152,400^{xx}
* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.
** "land" includes buildings and all other improvements affixed to the land.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on April 28, 2011

)
)
)
)




IRVIN P. ADLER
Barrister & Solicitor

$\frac{1}{2}$

TRANSFER

Masuch Albert LLP
Barristers and Solicitors
209, 10836 - 24 St. S.E.
Calgary, Alberta
T2Z 4C9

11107173 REGISTERED 2011 05 04
TFLA - TRANSFER OF LAND
DOC 1 OF 2 DRR#: E027C99 ADR/RDRAKELA
LINC/S: 0032065097



Solicitors File No. 11-10-39102/GEM/km

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091388245

ORDER NUMBER: 24162179

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

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or
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L

Alberta

Land Titles

Transfer of Land

Form 8

Land Titles Act
Section 64

Insert Name(s) of
Transferor(s)
(Current Owners
as shown on Title)

I, 910234 ALBERTA LTD.

Delete Inapplicable
Estate

being registered owner of an estate in fee simple (leasehold, life estate), subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Insert Complete
Legal Description,
and if Applicable,
the Mines and
Minerals
Reservation

PLAN 0614270
BLOCK 13
LOT ~~13~~ 13 PC

Set out the True
Consideration
Received (\$1.00 or
NIL is Acceptable)

do hereby, in consideration of (the sum of)

(\$ 115,000) Dollars

Insert Name(s)
and the Mailing
Address of the
New Registered
Owner(s)

transfer to:

110 HAWKS LANDING DR., BRIDGES, AB
KYLE CALMUSKY
THERESA CALMUSKY
RANDY CALMUSKY
TO L TWO
JOINT TENANTS

Multiple Owners
Should also include
the Tenancy
Arrangement (If
Not Specified, the
Parties are
Deemed to Hold
Title as Tenants In
Common)

all my (our) estate and interest in that piece of land.

IN WITNESS WHEREOF I (we) have hereunto subscribed (affixed) my (our, its) name(s) (and corporate seal by its proper officers)

this

Dec 21 / 09

(DATE)

Execution by the
Transferor(s)
Before a Witness is
Required

SIGNED by the above named

in the presence of

[Signature]
(TRANSFEROR SIGN HERE)

(WITNESS SIGN HERE)

(TRANSFEROR SIGN HERE)

Form A

Consent of Spouse

Dower Act
Sections 4 and 6

Affidavit must be
Completed and
Signed by the
Spouse

I, _____ being married to the above named

_____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the DOWER ACT, to the extent necessary to give effect to the disposition.

(SIGNATURE OF SPOUSE)

Insert Name of
Witness (Legible
Names Required)

Require Given
Name(s) and
Surname of each
Transferor
(Current Owners
as Shown on Title)

Delete and Initial
Inapplicable Clauses

Insert Name of
City / Town and
Province

Execution by the
Transferor's
Witness Before a
Commissioner, etc.
Is Required

Form 31

Affidavit Of Execution

Land Titles Act
Sections 155 and 156

I, _____
of _____ In the Province of _____
make oath and say:

1. I was personally present and did see _____
who is (are) known to me to be the person(s) named in the within instrument, duly sign the instrument;

OR

I was personally present and did see _____
who, on the basis of the identification provided
to me, I believe to be the person(s) named in the within instrument, duly sign the instrument;

2. The instrument was signed at _____ in the province of _____
and I am subscribing witness thereto;

3. I believe the person(s) whose signature I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at _____

in the province of _____

this _____
(DATE)

(WITNESS SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Affidavit must be
Completed by the
Transferee or their
Agent

Outline the Details
of The
Consideration
(Transfer from
Husband to
Husband and Wife,
or \$1.00, or
Nominal Are
Acceptable)

Insert the Current
Value of the Land

Execution Before a
Commissioner, etc.
Is Required

The affidavit must
be sworn within
the preceding 2
years, as the value
of the land must be
reasonably
current.

Form 32

Affidavit Re Value Of Land

Land Titles Act
Section 164

I, Kyle Calmnsky
of Calgary in the Province of Alberta
make oath and say:

1. I am (one of) the transferee(s) (or agent of the transferee(s) named in the within transfer and I know the land therein described;
2. I know the circumstances of the said transfer, and the true consideration paid by me (us) is as follows: (give full details: cash, assumption of mortgage, exchange or other consideration with cash value of same.) **Completion of Clause #2 is Required.**

\$ 115,000 CASH

3. The current value * of the land **, in my opinion is \$ 115,000.00
* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

** "land" includes buildings and all other improvements affixed to the land.

SWORN before me at Calgary
in the province of Alberta

this December 21, 2009
(DATE)

Kyle Calmnsky
Kyle Calmnsky
(TRANSFEREE OR AGENT SIGN HERE)

SKRP
A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

SANDRA FRY



091388245

091388245 REGISTERED 2009 12 22
TFLA - TRANSFER OF LAND
DOC 1 OF 3 DR#: 6421739 ADR/SFRY
LINC/S: 0032065675

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

111003074

ORDER NUMBER: 24165309

ADVISORY

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LAND TITLES ACT
(Section 64)

TRANSFER

Kyle Calmusky, Theresa Calmusky and Randy Calmusky
all of Priddis, Alberta,
as Joint Tenants

being registered owner of an estate in fee simple subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Plan 0614270
Block 13
Lot 13

Excepting Thereout All Mines And Minerals

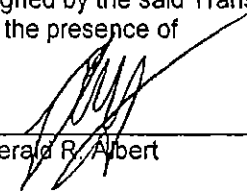
do hereby in consideration of THREE HUNDRED EIGHTEEN THOUSAND (\$318,000.00) DOLLARS transfer to

Eric Towson
of 76 Besse Avenue SW,
in the Town of Langdon
in the Province of Alberta
T0J 1X2

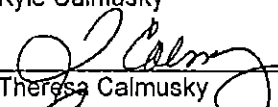
all my estate and interest in that piece of land.

IN WITNESS WHEREOF we have hereunto subscribed our names on December 20, 2010

Signed by the said Transferors
in the presence of

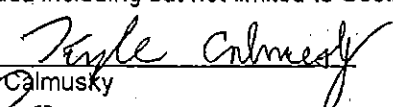


Gerald R. Albert

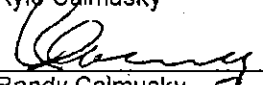
) 
) Kyle Calmusky
)
) 
) Theresa Calmusky
)
) 
) Randy Calmusky
)

CERTIFICATE

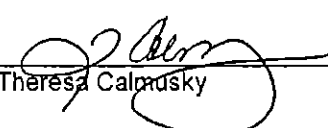
We the undersigned vendors, certify that we are residents of Canada for all purposes arising under the Income Tax Act of Canada including but not limited to Section 116 (5) thereof.



Kyle Calmusky



Randy Calmusky



Theresa Calmusky

AFFIDAVIT OF EXECUTION

CANADA)
Province of Alberta)
TO WIT:)

I, Gerald R. Albert
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

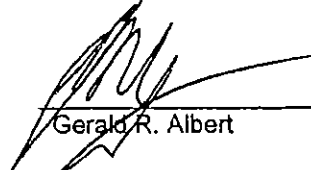
1. That I was personally present and did see:

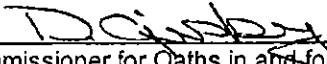
Kyle Calmusky, Theresa Calmusky and Randy Calmusky

named in the within instrument and who is/are personally known to me to be the person(s) named therein,
duly sign and execute the same for the purpose named therein.

2. That the same was executed at the City of Calgary, in the Province of Alberta and that I am the
subscribing witness thereto.
3. That I know the said party/parties and he/she/they is/are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the)
City of Calgary)
in the Province of Alberta)
on December 20, 2010)
)
)
)
)
)


Gerald R. Albert


Commissioner for Oaths in and for the
Province of Alberta
Donna Gisby
My Commission Expires: July 7, 2012

AFFIDAVIT OF TRANSFEREE

CANADA)
PROVINCE OF)
ALBERTA)
TO WIT:)

I, Kathleen S. Davis of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am one of the transferees (agent of the transferees) named in the within or annexed transfer and I know the lands therein described.
2. I know the circumstances of the said transfer, and the true consideration paid by me, us, the transferees is as follows:

Cash and New Mortgage

3. The current value* of the land**, in my opinion is \$318,000.00

* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

** "land" includes buildings and all other improvements affixed to the land.

Sworn before me at the City of Calgary, in)
the Province of Alberta, December 20)
2010.)
)
)
)
)
)

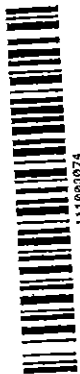


A Commissioner for Oaths in and for the
Province of Alberta



Kathleen S. Davis

STACEY L. MAINVILLE
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires October 21, 2012



111003074

111003074 REGISTERED 2011 01 06

TFLA - TRANSFER OF LAND

DOC 1 OF 2 DRR#: D08F0F2 ADR/CTSU

LINC/S: 0032065675

TRANSFER

Masuch Albert LLP
Barristers and Solicitors
209, 10836 - 24 St. S.E.
Calgary, Alberta
T2Z 4C9

Solicitors File No. 10-10-38178/GEM/dg

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

091388247

ORDER NUMBER: 24162179

ADVISORY

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Form 8

Land Titles Act
Section 64

Insert Name(s) of
Transferor(s)
(Current Owners
as shown on Title)

I, 910234 ALBERTA LTD.

Delete Inapplicable
Estate

being registered owner of an estate in fee simple (leasehold, life estate), subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Insert Complete
Legal Description,
and if Applicable,
the Mines and
Minerals
Reservation

PLAN 0614270
BLOCK 12
LOT 23

Set out the True
Consideration
Received (\$1.00 or
NIL is Acceptable)

do hereby, in consideration of (the sum of)

(\$ 113,000) Dollars

Insert Name(s)
and the Mailing
Address of the
New Registered
Owner(s)

transfer to:

110 Hawks Landing Dr, Red Deer, AB
HERESA Carmusky
RANDY Carmusky
TOL 140

Multiple Owners
Should also include
the Tenancy
Arrangement (If
Not Specified, the
Parties are
Deemed to Hold
Title as Tenants In
Common)

Brian Tensen

all my (our) estate and interest in that piece of land.

IN WITNESS WHEREOF I (we) have hereunto subscribed (affixed) my (our, its) name(s) (and corporate seal by its proper officers)

this

Dec 21/09
(DATE)

Execution by the
Transferor(s)
Before a Witness is
Required

SIGNED by the above named
in the presence of

[Signature]
(TRANSFEROR SIGN HERE)

(WITNESS SIGN HERE)

(TRANSFEROR SIGN HERE)

Form A

Consent of Spouse

Dower Act
Sections 4 and 6

Affidavit must be
Completed and
Signed by the
Spouse

I, _____ being married to the above named

_____ do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the DOWER ACT, to the extent necessary to give effect to the disposition.

(SIGNATURE OF SPOUSE)

Acknowledgment is to be Completed by a Person Authorized to Take Proof of the Execution of Instruments

Form C

*Certificate of Acknowledgement
By Spouse*

Dower Act
Sections 5, 6 and 9

1. This document was acknowledged before me by _____
apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he)
 - (a) is aware of the nature of the disposition,
is aware that the *DOWER ACT* gives her (or him) a life estate in the homestead and the right to
 - (b) prevent disposition of the homestead by withholding consent,
consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the *DOWER ACT* to the extent necessary to give effect to the
 - (c) said disposition,
is executing the document freely and voluntarily without any compulsion on the part of her husband
 - (d) (or his wife).

DATED at _____

in the province of _____

this _____

(OFFICIATING OFFICER SIGN HERE)

Affidavit must be Completed by the Transferor or Person Authorized to Complete the Affidavit on Behalf of the Transferor

Form B

Dower Affidavit

Dower Act
Section 4

I, _____
of _____ in the Province of _____
make oath and say:

1. I am the transferor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____ as instrument number _____ granted by the transferor) named in the within instrument.

2. I am (or My principal is) not married.
OR

Neither myself nor my spouse (or my principal nor my principal's spouse) have resided on the within mentioned land at any time since our (or their) marriage).

OR

I am (or My principal is) married to _____

being the person who executed the release of dower rights registered in the Land Titles Office on

_____ as instrument number _____

SWORN before me at _____

in the province of _____

this _____
(DATE)

(SIGNATURE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Delete and Initial Inapplicable Clauses in Clause 2

Execution Before a Commissioner, etc. Is Required

Insert Name of
Witness (Legible
Names Required)

Require Given
Name(s) and
Surname of each
Transferor
(Current Owners
as Shown on Title)

Delete and Initial
Inapplicable Clauses

Insert Name of
City / Town and
Province

Execution by the
Transferor's
Witness Before a
Commissioner, etc.
Is Required

Form 31

Affidavit Of Execution

Land Titles Act
Sections 155 and 156

I, _____
of _____ in the Province of _____
make oath and say:

1. I was personally present and did see _____
who is (are) known to me to be the person(s) named in the within instrument, duly sign the instrument;

OR

I was personally present and did see _____
who, on the basis of the identification provided
to me, I believe to be the person(s) named in the within instrument, duly sign the instrument;

2. The instrument was signed at _____ in the province of _____
and I am subscribing witness thereto;

3. I believe the person(s) whose signature I witnessed is (are) at least eighteen (18) years of age.

SWORN before me at _____

In the province of _____

this _____ (DATE) _____ (WITNESS SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Affidavit must be
Completed by the
Transferee or their
Agent

Outline the Details
of The
Consideration
(Transfer from
Husband to
Husband and Wife,
or \$1.00, or
Nominal Are
Acceptable)

Insert the Current
Value of the Land

Execution Before a
Commissioner, etc.
Is Required

The affidavit must
be sworn within
the preceding 2
years, as the value
of the land must be
reasonably
current.

Form 32

Affidavit Re Value Of Land

Land Titles Act
Section 164

I, Theresa Calmucky
of Calgary in the Province of Alberta
make oath and say:

1. I am (one of) the transferee(s) (or agent of the transferee(s) named in the within transfer and I know the land therein described;

2. I know the circumstances of the said transfer, and the true consideration paid by me (us) is as follows: (give full details: cash, assumption of mortgage, exchange or other consideration with cash value of same.) **Completion of Clause #2 is Required.**

\$113,000 CASH

3. The current value * of the land **, in my opinion is \$ \$113,000
* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

** "land" includes buildings and all other improvements affixed to the land.

SWORN before me at Calgary
in the province of Alberta

this Dec 21, 2009 (DATE) [Signature] (TRANSFEREE OR AGENT SIGN HERE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

SANDRA [Signature]



001388247

091388247 REGISTERED 2009 12 22
TFLA - TRANSFER OF LAND
DOC 3 OF 3 DRR#: 6421739 ADR/SFRY
LINC/S: 0032065287

3/3

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

101348589

ORDER NUMBER: 24165309

ADVISORY

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LAND TITLES ACT
(Section 64)

TRANSFER

Theresa Calmusky and Randy Calmusky
both of 148 Bishop Crescent,
in the Town of Langdon,
in the Province of Alberta
as Joint Tenants

being registered owner of an estate in fee simple subject to registered encumbrances, liens and interests, if any, in all that piece of land described as follows:

Plan 0614270
Block 12
Lot 23

Excepting Thereout All Mines And Minerals

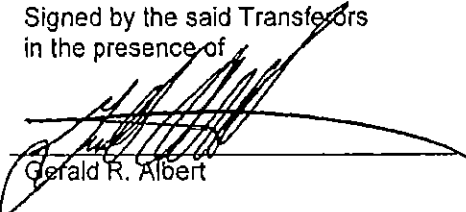
do hereby in consideration of FOUR HUNDRED FIVE THOUSAND (\$405,000.00) DOLLARS transfer to

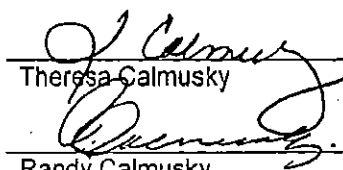
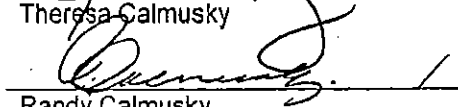
Darrin Wiseman
of 148 Bishop Crescent,
Langdon, Alberta, T0J 1X2

all my estate and interest in that piece of land.

IN WITNESS WHEREOF we have hereunto subscribed our names on November 8, 2010

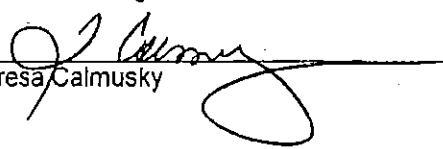
Signed by the said Transferees
in the presence of

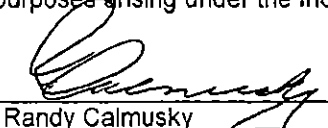

Gerald R. Albert

) 
) Theresa Calmusky
) 
) Randy Calmusky
)

CERTIFICATE

We the undersigned vendors, certify that we are residents of Canada for all purposes arising under the Income Tax Act of Canada including but not limited to Section 116 (5) thereof.


Theresa Calmusky


Randy Calmusky

AFFIDAVIT OF EXECUTION

CANADA)
Province of Alberta)
TO WIT:)
)

I, Gerald R. Albert
of the City of Calgary
in the Province of Alberta
MAKE OATH AND SAY:

1. That I was personally present and did see: / /

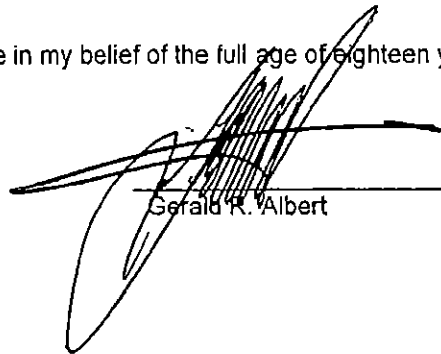
Theresa Calmusky and Randy Calmusky

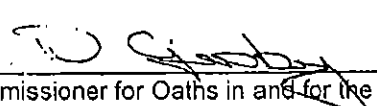
named in the within instrument and who is/are personally known to me to be the person(s) named therein,
duly sign and execute the same for the purpose named therein.

2. That the same was executed at the City of Calgary, in the Province of Alberta and that I am the
subscribing witness thereto.
3. That I know the said party/parties and he/she/they is/are in my belief of the full age of eighteen years.

SWORN BEFORE ME at the
City of Calgary
in the Province of Alberta
on November 8, 2010

)
)
)
)
)
)
)
)


Gerald R. Albert


Commissioner for Oaths in and for the
Province of Alberta
Donna Gisby
My Commission Expires: July 7, 2012

AFFIDAVIT OF TRANSFeree

CANADA) I/We, DARRIN WISEMAN
)
PROVINCE OF ALBERTA) of the City of Fort McMurray,
)
TO WIT:) in the Province of Alberta,
)
MAKE OATH AND SAY THAT:

1. I/We are the Transferee(s) / one of the transferees / Agent of the Transferees named in the within transfer of Land and I know the lands therein described.
2. I know the circumstances of the Transfer of Land and the true consideration paid by me/us/the Transferee is as follows:

Cash and New Mortgage

3. The Transferor named in the Transfer of Land is/are the person(s) from whom I/we/the Transferee(s) acquired the lands
4. The current value* of the land** in our opinion is \$405,000.00.

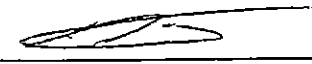
* "value", means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

**"land" includes buildings and all other improvements affixed to the land.

SWORN before me at Fort McMurray,
in the Province of Alberta,
this 19 day of NOVEMBER, 2010.A.D.

)
)
)
)
)
)
)


DARRIN WISEMAN


A Commissioner for Oaths in and for
the Province of Alberta

Kerry L. Allenby
Barrister & Solicitor
Notary Public

TRANSFER

Masuch Albert LLP
Barristers and Solicitors
209, 10836 - 24 St. S.E.
Calgary, Alberta
T2Z 4C9

211

101348589 REGISTERED 2010 11 30
TFLA - TRANSFER OF LAND
DOC 1 OF 2 DRR#: D0844F6 ADR/CALLANCA
LINC/S: 0032065287



101348589

Solicitors File No. 10-10-37479/GRA/dg

EXHIBIT 20

910234 Alberta Ltd.
Langdon Sales Proceeds Analysis
As at August 15, 2013

Property	19 Dain Place, Langdon Plan 0614270 Block 10 Lot 53	73 Bessie Avenue SW, Langdon Plan 0614270 Block 12 Lot 41	148 Bishop Crescent, Langdon Plan 0614270 Block 12 Lot 23	76 Bessie Avenue SW, Langdon Plan 0614270 Block 13 Lot 13	Total
Legal Description	Note 1				
Transfer of land	130,000.00	120,000.00	113,000.00	115,000.00	478,000.00
Date of land title transfer	30-Dec-09	22-Dec-09	22-Dec-09	22-Dec-09	
ATB Mortgage	49,665.69	46,293.00			
Date of mortgage agreement	20-May-10	20-Sep-10			
ATB Mortgage for build out - Estimated cost to build			282,500.00	271,978.40	554,478.40
Date of mortgage agreement			19-Feb-10	02-Feb-10	
Sale date	21-Apr-11	03-Aug-11	09-Nov-10	22-Dec-10	
Sale price	152,400.00	128,000.00	405,000.00	308,139.53	993,539.53
Commission					
5% GST			(19,622.10)	(15,406.98)	(35,029.08)
36% GST Rebate			7,063.95	5,546.51	12,610.46
property tax adjustment	(244.08)	270.02	84.96	(11.53)	99.37
Total	152,155.92	128,270.02	392,526.81	298,267.54	971,220.29
Other Fees		1115.28			1,115.28
Calmusky's earnings off property	152,155.92	127,154.74	110,026.81	26,289.14	415,626.61

Note 1

Financing for the build out of this property was provided by 910, and was repaid in full.

EXHIBIT 21

400 the lounge building Calgary
604 1 street SW Edmonton
calgary AB T2P 1M7 Yellowknife
PH 403 260 8500
www.fieldlaw.com

Ian R. MacDonald, Q.C.
direct line: 403 232 1760
fax: 403 264 7084
e-mail: imacdonald@fieldlaw.com
Assistant: Joan Beyette
direct line: 403 260 8597
Our File: 46445.1

April 2, 2013

Via e-mail: guy.odhams@ca.gt.com

Grant Thornton Limited
#900, 833 – 4 Ave SW
Calgary, AB T2P 3T5

Attention: Guy Odhams

Dear Sir:

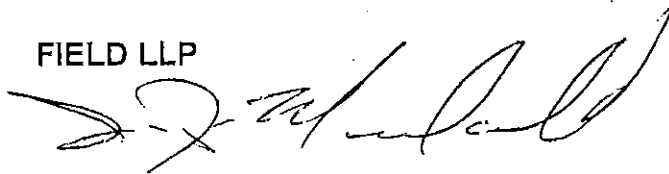
Re: Stanley Eisenberg et al v. 910234 Alberta Ltd. et al
Action No. 1201-15430

As requested, please find enclosed a copy of the judgment in favour of Randy Calmusky and 910234 Alberta Ltd. in Action No. 0701-09536.

Upon our clients' instructions, monies received were issued to Mr. Calmusky in the amount of \$210,805.58.

Yours truly,

FIELD LLP



IAN R. MacDONALD, Q.C.

IRM/jb
enclosure

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

BETWEEN:

RANDY CALMUSKY and 910234 Alberta Ltd.

Plaintiffs

- and -

REMIE BELMONTE, KIM BELMONTE, MIKA DEVELOPMENT CORP., JACKIE T. WEDOW, RAINIER BELMONTE, REMIGIO BELMONTE, R.L. RYAN & ASSOCIATES INC., SIENNA PROPERTIES INC., ANTONIO GAGARIN and CARMELITA GAGARIN

Defendants

AND BETWEEN:

MIKA DEVELOPMENT CORP.

(Plaintiff by Counterclaim)

- and -

910234 ALBERTA LTD.

(Defendant by Counterclaim)

Before Master

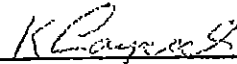
Laycock
In Chambers

) At the Courthouse, in the City of Calgary, in
) the Province of Alberta, *Thursday*, the
) 15 day of April, 2008
) *may 11/2*

CONSENT ORDER

UPON the application of the Plaintiffs, RANDY CALMUSKY and 910234 Alberta Ltd.; AND UPON noting the consent endorsed hereon of the solicitors for the Defendants, REMIE BELMONTE, KIM BELMONTE, MIKA DEVELOPMENT CORP., JACKIE T. WEDOW, RAINIER BELMONTE, REMIGIO BELMONTE, R.L. RYAN & ASSOCIATES INC., and SIENNA PROPERTIES INC.; AND UPON being referred to Rules 159, 160 and 164 of the Alberta *Rules of Court*; **IT IS HEREBY ORDERED AND ADJUDGED THAT:**

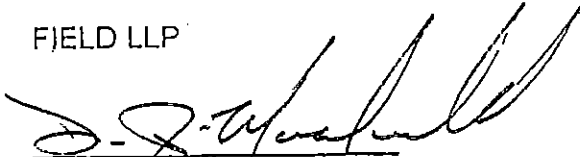
1. The Plaintiffs shall have judgment jointly and severally against the Defendants Remie Belmonte and Kim Belmonte in the sum of \$450,000.
2. The Plaintiffs shall have judgment against the Defendants REMIE BELMONTE and KIM BELMONTE for interest at the rate of 7.5% per annum on any amount of the judgment outstanding from and including September 20, 2008.
3. The Plaintiffs shall have costs against the Defendants REMIE BELMONTE and KIM BELMONTE set at \$8,000 for the fee portion provided for in Schedule "C" of the Rules of Court together with taxable disbursements and applicable G.S.T.
4. Notwithstanding judgment having been granted against the Defendants Remie Belmonte and Kim Belmonte, the Plaintiffs are at liberty to proceed with the action against other named Defendants and the granting of this judgment does not constitute a release of the Defendants Kim Belmonte and Remie Belmonte nor a release of the other named Defendants.



M.C.Q.B.A.

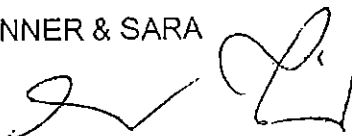
Consented to this 11th day of
April, 2008:

FIELD LLP



Ian R. MacDonald, Q.C.
Solicitors for the Plaintiffs,
RANDY CALMUSKY and
910234 Alberta Ltd.

ZINNER & SARA



Gabor Zinner
Solicitors for the Defendants,
REMIE BELMONTE and KIM
BELMONTE, MIKA DEVELOPMENT
CORP., JACKIE T. WEDOW, RAINIER
BELMONTE, REMIGIO BELMONTE,
R. L. RYAN & ASSOCIATES INC., and
SIENNA PROPERTIES INC.

Entered this 5 day of
April, 2008.



CLERK OF THE COURT

Action No. 0701-09536

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

BETWEEN:

RANDY CALMUSKY and 910234
Alberta Ltd.

Plaintiffs

- and -

REMIE BELMONTE, KIM BELMONTE,
MIKA DEVELOPMENT CORP.,
JACKIE T. WEDOW, RAINIER
BELMONTE, REMIGIO BELMONTE,
R.L. RYAN & ASSOCIATES INC.,
SIENNA PROPERTIES INC.,
ANTONIO GAGARIN and
CARMELITA GAGARIN

Defendants

AND BETWEEN:

MIKA DEVELOPMENT CORP.
(Plaintiff by Counterclaim)

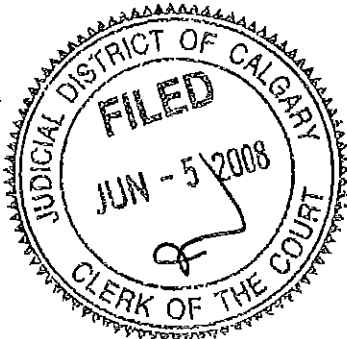
- and -

910234 ALBERTA LTD.
(Defendant by Counterclaim)

CONSENT ORDER

FIELD LLP
Barristers and Solicitors
400, 604 - 1 St. SW
Calgary, Alberta T2P 1M7
Attention: Ian R. MacDonald, Q.C.
Tel: (403) 260-8500
Fax: (403) 264-7084

File: 46445.1



ORD 450000
COSTS 8000
LAYCOO
PI-P2-LI-D?
only

EXHIBIT 22

910234 Alberta Ltd.
Estimated Recoveries
As at August 15, 2013

Investor Principal Outstanding	\$ 8,124,000
Less UBG - Origins at Cranston's	(1,519,000)
Investor Principal Outstanding (Excluding Gary & Mary Calmusky)	<u>\$ 6,605,000</u>

Estimated Recovery	
Proceeds from mortgages	\$ 1,555,392

Sale of 27 Elveden Place:	
Sale price	1,550,000
Mortgage	(550,000)
Closing costs	(77,500)
	<u>922,500</u>
Total Estimated Recovery	<u>\$ 2,477,892</u>

Additional Potential Recovery	
Langdon properties - Calmusky	\$ 415,627
Alberta Law Society - Re: Rembrandt	100,000
Mika settlement - Calmusky	210,806
Remaining equity in Trico properties - Attachment order	204,971
Vaughn Custom	Unknown
	<u>931,404</u>

Trickle Creek Mortgage	
Line of Credit	798,102
Repayment of Mary & Gary Calmusky	370,000
Accrued interest not previously paid to Mary & Gary	22,890
	<u>1,190,992</u>
Total Potential Recovery	<u>2,122,396</u>

Total Estimated Recovery (From Above)	<u>2,477,892</u>
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Total Estimated Possible Recovery	<u>\$ 4,600,288</u>
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Estimated shortfall	<u>\$ 2,004,712</u>
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Identified Losses	
Loss on investment 27 Elveden Place	\$ (127,500)
Loss on build out of Langdon Properties	(62,373)
Mika Settlement	(239,908)
Vaughn Custom Home Builders	(135,000)
Operating Income Deficiency - From Below	(1,568,134)
	<u>(2,132,915)</u>

Unknown Shortfall	<u>(128,203)</u>
Net Unknown & Miscellaneous Transactions	<u>57,173</u>
Unresolved Variances	<u>\$ (71,030)</u>

Income analysis:**Revenue**

Interest paid by borrowers to trust account	\$ 4,800,159
Interest paid by borrowers to Masuch trust account	163,605
Interest paid by borrowers to admin account	15,739
Interest paid by borrowers	<u>4,963,764</u>

Expenses

Interest paid to Investors	(5,205,623)
Trico mortgage payments	(88,659)
Net administrative expenses and Randy Calmusky salary	<u>(1,237,616)</u>
	(6,531,898)

Operating Income Deficiency

\$ (1,568,134)

Payments to Randy Calmusky

Payment of Randy Calmusky Line of Credit	\$ 7,148,203
Advances from Randy Calmusky Line of Credit	<u>(7,093,960)</u>
Net payment on Randy Calmusky Line of Credit	54,242
Belmonte Judgment	210,806
Langdon properties	415,627
Net administrative expenses and payments to Randy Calmusky and the 910 Administrative account	<u>1,237,616</u>

Net payments to Randy Calmusky and operating account

\$ 1,918,291

EXHIBIT 23

District of Alberta
Division No. 02 - Calgary
Court No. 1201-15430
Estate No. 25-094345

Form 12
Interim Statement of Receipts and Disbursements

RECEIPTS

1. Miscellaneous Refunds and Receipts

Interest allocation	1,940.16	
Miscellaneous other receipts	58.50	
Mortgages receivable	<u>1,555,391.94</u>	1,557,390.60

TOTAL RECEIPTS

1,557,390.60

DISBURSEMENTS

2. Fees Paid

To registrar	150.00	
To official receiver	<u>70.00</u>	220.00

3. Notice of first meeting

Local paper	<u>223.04</u>	223.04
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4. Premium

Insurance	<u>7,120.00</u>	7,120.00
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5. Trustee's remuneration

Trustee's fees	9,944.00	
GST charged on Trustee remuneration	<u>497.20</u>	10,441.20

6. Miscellaneous

Net Operating expenses	250.00	
Bank charges	126.00	
Security	2,381.59	
Utilities	2,165.07	
Legal fees/disbursements	167,771.91	
Receiver's fees and costs	219,820.50	
GST Paid	19,508.82	
Property taxes paid	<u>10,052.14</u>	422,076.03

TOTAL DISBURSEMENTS

440,080.27

Note: How much of the total disbursements was paid for services provided by persons related to the trustee?

0.00

Amount available for distribution

1,117,310.33

7. Levy payable under section 147 of the Act

0.00

8. Unsecured creditors

Current dividend	0.00	less levy	0.00	<u>0.00</u>
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9. Amount retained in the Trust account by the Trustee:

1,117,310.33

Dated at the city of Calgary in the Province of Alberta, this 19th day of August 2013.

Grant Thornton Limited - Receiver

900, 833 - 4 Avenue SW
Calgary AB T2P 3T5
Phone: (403) 260-2500 Fax: (403) 260-2571

STATEMENT OF OPERATING RECEIPTS

Operating Receipts

0.000.00

Operating Disbursements

Disbursements Purchases

0.00

Disbursements Expenses

(a) Operating Expense

250.00

250.00250.00

Net Profit

-250.00