Exhibit 3
Form 27
[Rules 6.3 and 10.52(1)]

Clerk's Stamp:
CLERK OF THE COURT
FILED
JAN 15 2013
JUDICIAL CENTRE
OF CALGARY

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	**ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Burnet, Duckworth & Palmer LLP 2400, 525 – 8th 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

DATE ON WHICH ORDER WAS PRONOUNCED: **January 14, 2013**

NAME OF JUSTICE WHO MADE THIS ORDER: **Madam Justice Horner**

ORDER

UPON THE APPLICATION of Grant Thornton Limited, Receiver of 910234 Alberta Ltd. (the "**Receiver**"); AND UPON HAVING read the Application filed by the Receiver, the Ex-Parte Attachment Order granted by the Honourable Justice K. D. Yamauchi on December 6, 2012 (the "**Attachment Order**"), the Receivership Order granted by the Honourable Justice S. J. LoVecchio on December 12, 2012 (the "**Receivership Order**"), the Order granted by Justice Stevens on December 21, 2012, (the "**December 21, 2012 Order**"), the Affidavit of Stanley Eisenberg sworn December 4, 2012, filed, the Affidavit of Jack Eisenberg sworn December 4, 2012, filed, the Affidavit of Richard Cornstock sworn December 6, 2012, filed, the First Report of the Receiver dated December 20, 2012 and the Second Report of the Receiver dated January 9, 2013; AND UPON HEARING counsel for the Receiver and all other interested parties present;

I hereby certify this to be a true copy of
the original ORDER
Dated this 15 day of JANUARY 2013
for Clerk of the Court

IT IS HEREBY ORDERED THAT:

1. The time for service of the Application and all materials in support is hereby abridged to the date of actual service and service is hereby deemed good and sufficient.

2. The Attachment Order is hereby extended KP to 4:00pm February 22, 2013. KP ~~indefinitely~~, until further notice of the Court, on the same terms and conditions set out therein, as amended by the December 21, 2012 Order.

Karen Horner

Justice of the Court of Queen's Bench of Alberta

W:\062616\0008\Court Documents\Order (Attachment Order Extension) - Jan 14 2013.docx

Exhibit 4

Grant Thornton

District of: Alberta
Division No. 02-Calgary

NOTICE AND STATEMENT OF RECEIVER
(Subsections 245(1) and 246(1) of the Act)

IN THE MATTER OF THE RECEIVERSHIP OF 910234 ALBERTA LTD.

BACKGROUND

1. On the 6th day of December, 2012, an Application was filed with the Court of Queen's Bench of Alberta against 910234 Alberta Ltd. ("910234" or the "Company"), Randy Calmusky, Theresa Calmusky, Kyle Calmusky, Cale Humeniuk and Jordon Rintoul (collectively "the Defendants"). The Court granted an attachment order over the following properties:

    a. Plan 0715416
    Block 1
    Lot 20
    Excepting thereout all mines and minerals
    and municipally described as 27 Elveden Place SW, Calgary, Alberta
    ("27 Elveden Property")

    b. Plan 0613282
    Block 26
    Lot 10
    Excepting thereout all mines and minerals
    and municipally described as 41 Everglen Crescent SW, Calgary, Alberta
    ("41 Everglen Property")

c. Plan 0410490
   Block 4
   Lot 13
   Excepting thereout all mines and minerals
   and municipally described as 110 Hawk's Landing Drive, Priddis, Alberta
   ("Hawk's Landing Property")
d. Plan 0613282
   Block 26
   Lot 6
   Excepting thereout all mines and minerals
   and municipally described as 57 Everglen Crescent SW, Calgary, Alberta
   ("57 Everglen Property")

2. On December 12, 2012 Grant Thornton Limited was appointed receiver ("Receiver") of the Company and provided a Report to the Court on December 20, 2012 outlining the Receiver's preliminary findings. The Receiver took possession of the books and records of the Company and carried out a review of transactions entered into by the Company.

3. On the January 14, 2013 the Court granted an order to expand the powers of the Receiver and to extend the attachment order until February 22, 2013.

4. The following information relates to the receivership of 910234:

   a. Address: 110 Hawk's Landing Drive, Priddis, Alberta

   b. Principal line of business: Mortgage Investment

   c. Location of business: Alberta

   d. A list of creditors, obtained from the Company's records in the custody of the Receiver, including amounts owed to each creditor, if known, is listed on

Exhibit "A" attached hereto.

e. The intended plan of action of the Receiver during the receivership is to investigate transactions of the Company, take steps to safeguard the assets of the company and to realize on the sale of the Company's assets for the benefit of all stakeholders.

f. Contact person for Receiver: Nathan McQuay
Telephone No.: (403) 260-2480
Fax No.: (403) 260-2571
Email: Nathan.Mcquay@ca.gt.com

Court filed documents will be posted on our website at:

http://www.grantthornton.ca/services/reorg/bankruptcy_and_insolvency/910234Alberta

DATED at Calgary, Alberta this 31st day of January, 2013.

GRANT THORNTON LIMITED

Guy Odhams, CA•CIRP

910234 Alberta Ltd.
List of Creditors

Creditor	Amount
Adec Holdings Inc.	685,000
Camrose Insurance Services Ltd.	40,000
Chupik, Harry	1,200,000
Lindquist, Sarah	100,000
Eisenberg, Brenda	100,000
Eisenberg, Jack	80,000
Eisenberg's Properties Ltd.	700,000
Eisenberg, Lynn	25,000
Eisenberg, Stanley	80,000
Friesen, Don	50,000
H. James Young Holdings Ltd.	75,000
Hamilton, Gloria	100,000
Kelpam Holdings Ltd.	85,000
Kelemen, Andor and Donna	100,000
Kelemen, Andor	485,000
Kelemen, Donna	165,000
Kwasnicki, Bev	62,000
Kwasnicki, Len	95,000
Kwasnicki, Len and Bev	100,000
OK Tire Stores	75,000
542021 Alberta Ltd.	250,000
Mattinson Family Trust	600,000
Palmer Andrew Kelly & Associates	850,000
Palmer, Linda and Rob	500,000
Stuber, Roger	150,000
Stuber, Rilla	150,000
Stuber, Rilla and Roger	300,000
Donna Bates	76,000
Dixie Zutz	55,000
Penny Main	9,000
Theresa Calmusky	50,000
Marianne MacDonald	256,000
Stuart MacDonald	267,000
Donald Newsome	125,000
Michael Jones	30,000
TL Innovations Ltd.	50,000
Nadine Bruno	15,000
1137570 Alberta Ltd. (Dale Jordan)	435,000
Eric & Gail Gould	100,000
Vic Mohl	150,000
Chris Jones	20,000
Kevin Ervin	35,000
Sunset Investments Inc.	20,000
Canada Revenue Agency	1.00
Masuch Albert LLP	1.00
Caron & Partners LLP	1.00
Cale Humeniuk	1.00
Jordan Rintoul	1.00
Kyle Calmusky	1.00
Ryan Calmusky	1.00
	$8,895,003

***Note: amounts are based on company records and information from investors. Some amounts may not be up to date.**

Exhibit 5

Questionnaire regarding investment in 910234 Alberta Ltd.

Please complete the following questionnaire and the following tabs relating to your investments in 910234 Alberta Ltd. Once completed, please e-mail your completed form and scanned documents if available to Guy Odhams at Guy.Odhams@ca.gt.com

If you are unable to provide a scanned copy of the documents by e-mail, please courier a copy of the originals to:

Grant Thornton LLP
Attention: Guy Odhams
900, 833 - 4th Avenue SW
Calgary, AB T2P 3T5

Name:

If your investment in 910234 Alberta Ltd was made through a company, the company name:

Phone Number:

Day:

Evening/ weekend:

Mailing Address:

Have you received any statements of account (Any statements received from 910234 Alberta Ltd.)?

Please Select

If yes, please attach to this questionnaire

Have you received copies of any mortgage servicing agreements?

Please Select

If yes, please attach

Have you received any notifications of sales of properties/ investments?

Please Select

If yes, please attach

Have you received any other documents relating to your investment

Please Select

If yes, please describe the nature of the documents below and attach

Please proceed to the next tab: Investments made to 910234

Please list all investments made to 910234 Alberta Ltd or related parties below, and attach all available proof of the payment to the attached list. Proof of the payment would include a receipt issued from 910234 Alberta Ltd, a cancelled cheque, confirmation of wire transfer, or statement showing the investment.

After completion of this schedule, please proceed to the next tab: Receipts from 910234

Investment date (DD-MMM-YY)	Investment amount	Receipt number if applicable	Receipt attached	Cheque number/ wire transfer number	Cancelled cheque/ confirmation of wire transfer attached

Please list all payments made to you from 910234 Alberta Ltd and attach all available proof of the payment to the attached list. Proof of the payment would include a counterfoil (cheque stub), wire transfer confirmation or statement showing the payment. Furthermore please indicate whether the payment was classified as Principal, Interest, or Principal & Interest, and attach any evidence that this is the case to this questionnaire.

After completion of this schedule, please submit the completed questionnaire and schedules with supporting documents via e-mail to Guy Odhams: Guy.Odhams@ca.gt.com

Date received (DD-MMM-YY)	Amount received	Interest/ principal repayment	Cheque number/wire transfer number	Counterfoil (cheque stub)/ wire transfer confirmation attached	Statement attached

Exhibit 6

From: McQuay, Nathan
Sent: Tuesday, January 22, 2013 8:46 AM
To: Michael A. Loberg
Cc: Odhams, Guy; 'Doug Nishimura'
Subject: RE: Eisenberg et al v. 910234 Alberta Ltd. et al; Action 1201 15430
Attachments: Lt MLPC to GT (Inquiries) 20130111.pdf

Mr. Loberg,

Contained in the correspondence attached, Mr. Calmusky indicated that 910234 Alberta Ltd. was given periodic access to a personal line of credit of Mr. and Mrs. Calmusky. The Receiver requests that Mr. Calmusky provide either access to review the transactions of this line of credit or provide a detailed listing of all transactions.
In addition to this, the Receiver requests details of any and all law firms used by either 910234 Alberta Ltd. or Mr. Calmusky over the course of 910234's operations.

Thanks, and please contact me directly should you have any questions or comments.

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: Odhams, Guy
Sent: January-11-13 10:58 AM
To: McQuay, Nathan
Subject: Fwd: Eisenberg et al v. 910234 Alberta Ltd. et al; Action 1201 15430

Regards
Guy Odhams

Begin forwarded message:

> **From:** "Michael A. Loberg" <mloberg@loberg-law.com>
> **Date:** 11 January, 2013 10:51:39 AM MST
> **To:** "Odhams, Guy" <Guy.Odhams@ca.gt.com>
> **Cc:** Doug Nishimura <dsn@bdplaw.com>
> **Subject: Eisenberg et al v. 910234 Alberta Ltd. et al; Action 1201 15430**
>
> Guy:
>
> Please see our attached correspondence.
>
> **Michael A. Loberg**
> **Professional Corporation**
> 1000 Bankers Hall West
> 888 – 3rd Street SW

Calgary, AB T2P 5C5

(403) 668-6561 (Direct)
(403) 471-4204 (Cell)
(403) 444-6935 (Reception)
(403) 668-6505 (Fax)

www.loberg-law.com

From: McQuay, Nathan
Sent: Monday, February 04, 2013 12:10 PM
To: Michael A. Loberg
Cc: Odhams, Guy; 'Doug Nishimura'
Subject: Response to Letter dated January 11, 2013
Attachments: Trust Account Request for Details.pdf; Copies of Bank Statements.pdf

Dear Mr. Loberg,

In response to your letter January 11th, 2013 the Receiver has follow-up questions to the letter received. We confirm that the Receiver provided a readable copy of R. Calmusky's computer to you on January 14th, 2013. We also confirm that there is a detailed listing of the inventory of physical records agreed to by Mr. Calmusky on December 12, 2013, at the time the Receiver took possession of the books and records.

<u>Original Questions and responses</u>

1) ***"Does 910234 Alberta Ltd. have a line of credit or any loan facility? "***

   "910234 Alberta Ltd. was given periodic access to a personal line of credit of Mr. and Mrs. Calmusky, the present balance of which is unknown but will be ascertainable from the records in the possession of the Receiver. Further, the 27 Elveden property was completed using financing put in place by Mr. and Mrs. Calmusky personally and which is secured by that property."

Upon our review of the electronic and physical books and records, we have not been able to ascertain the current balance or all of the transactions with 910234. Can Mr. R Calmusky provide:

a) The location for this information on the computer, identify which box of physical records the information will be in, or come in and show the Receiver;

b) Electronic or physical statements for the line of credit statement for the period March 2005 until December 2012; or

c) A redacted line of credit statement or listing of advances and repayments to and from 910234, if Mr. R Calmusky has any privacy concerns.

2) ***"Were financial statements created for the Trust Account (i.e. investor funds as opposed to administrative expenses and salaries)?***

   "All records for the Trust Account are in the possession of the Receiver."

Upon our review of the books and records, summary financial information relating to the trust account has not been found. Can Mr. Calmusky confirm that such summary financial information in the form of:

- General ledger of transactions;
- Cashflow statements;
- Income Statements;

- Balance sheets; or
- Individual Investor ledgers for all their transactions

If such information exists, provide us with the electronic location of the information or come in and show us the location in the physical records.

3) ***"Which Investors invested in 300 Spyglass Way? Please indicate amount by each investor or advise where the information is.***

   "All records pertaining to this question are with the Receiver."

Upon our review of the books and records, detailed financial information relating to specifics of which investors invested in this project have not been found. Can Mr. Calmusky confirm that such information does exist?

Additional Questions:

1) Attached to this e-mail are copies of various bank statements for account No. 7438-5210458, the Trust Account. We have summarized certain transactions which we would like some explanation from Mr. Calmusky as to the purpose or details behind the identified transactions.

2) Upon our review of the electronic and physical books and records, we have not been able to ascertain which investments Mary or Gary Calmusky have invested in. Can Mr. R Calmusky confirm that which investments Mary or Gary Calmusky have invested in? Please also provide documentation supporting the investment payment.

If Mr. Calmusky needs access to the physical books and records to respond to any of the questions, they will be available during normal business hours. Please advise of us of a time.

You will appreciate we are preparing a report to court and would like to provide the fullest information available.

Thank you.

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

Exhibit 8

MORTGAGE SALE AND SERVICING AGREEMENT

THIS Agreement made in duplicate this 11th day of September, 2006.

BETWEEN:

THIS IS EXHIBIT "B"
to the Affidavit of
Stanley Eisenberg
Sworn before me this 4th
day of December 2012

A Commissioner for Oaths/Notary Public
in and for the Province of Alberta

Jeffrey L. Oliver
A Notary Public

910234 ALBERTA LTD.,
47 Woodhaven Manor S.W., Calgary, Alberta, T2W 5P6
(hereinafter called the "Administrator")

OF THE FIRST PART

-and-

STANLEY EISENBERG
(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS the Administrator has entered into a Loan Agreement dated February 20, 2006 with Woodmaster Homes Ltd. (the "Borrower") wherein, inter alia, the Administrator has agreed to advance to the Borrower the sum of TWO MILLION, AND FIFTY THOUSAND DOLLARS ($2,050,000.00) (hereinafter referred to as the "Loan") which is secured by a first mortgage on the lands set forth in Schedule "A" hereto;

AND WHEREAS the Administrator has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Administrator a portion of the Loan on the terms and conditions hereinafter set forth;

AND WHEREAS the Administrator has agreed to administer and service the Loan in trust for and on behalf of the Purchaser;

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants contained herein and for valuable consideration the parties hereto covenant and agree as follows:

ARTICLE I
SALE AND PURCHASE OF LOAN

1.01 The Administrator hereby sells, transfers and assigns unto the Purchaser, its successors and assigns, and the Purchaser hereby purchases from the Administrator that portion of the Loan as set forth below:

Consideration	Undivided Interest
$20,000	%

The Purchaser shall beneficially own the Loan as a tenant in common with all other participants in the Loan and who have entered into similar Mortgage Sale and Servicing Agreements with the Administrator, each as to an undivided interest.

ARTICLE II
WARRANTIES

2.01 The Administrator hereby represents and warrants as of the date hereof as follows:

(a) that the particulars set out in Schedule "A" with respect to the Loan are true; and

(b) that the Loan is in good standing and not in default.

ARTICLE III
ADMINISTRATION OF LOAN

3.01 The Administrator agrees to administer and service the Loan for and on behalf of the Purchaser in accordance with the terms of this Agreement. The Administrator agrees to give to the administration and service of the Loan the same standard of care as normally given to its own loans.

3.02 Without in any way limiting the generality of the foregoing, the Administrator agrees that such administration and service with respect to the Loan will include:

(a) keeping a loan account;

(b) collecting principal, interest and other monies (if any) to which the holders of the Loan are entitled;

(c) remitting to the Purchaser promptly as received all payments on account of principal, interest and other monies (if any) to which the Purchaser is entitled after making all deductions authorized pursuant to this Agreement;

(d) furnishing the Purchaser annually with a statement of account showing receipts and disbursements and balance of the Loan outstanding at the first day of such month;

(e) giving notices to the Purchaser in respect of amounts overdue;

(f) maintaining fire and other insurance (where applicable) to protect the interest of the Purchaser in all property charged by the Loan;

(g) taking of such steps as may be necessary for the exercise of any remedy available to the Purchaser in the event of default occurring under the Loan;

(h) providing any necessary services in connection with instituting and conducting a judicial action with respect to any default under the Loan.

3.03 No addition, amendment or other alteration shall be made to the terms of the Loan without the prior written consent of the Purchaser.

3.04 The Loan documents and the security given thereunder shall be registered in the name of the Administrator only.

ARTICLE IV
DEFAULT

4.01 If the Loan is in arrears the Administrator may take such action and exercise all such rights and remedies as it considers advisable in its sole discretion, in the circumstances to protect the Loan security or enforce payment of the Loan debt.

4.02 The Administrator may advance moneys which the Administrator deems necessary in order to protect the security and all benefits respecting the Loan. Any and all moneys advanced by the

Administrator shall be advanced and shared by all participants in the Loan to the extent of their proportionate participation in the total Loan.

ARTICLE V
ACQUISITION OF TITLE

5.01 If the Administrator acquires title to the property secured by the Loan it shall acquire title as trustee on behalf of the Purchaser and the Administrator shall forthwith give notice of such acquisition of title to the Purchaser and upon the advice of the Purchaser deliver a registrable transfer for the property to the Purchaser.

ARTICLE VI
TRANSFER OF LOAN

6.01 Upon written request of the Purchaser, and at the expense of the Purchaser, the Administrator agrees to prepare, executed and deliver to the Purchaser good and proper assignments or transfers of the said Loan in favour of the Purchaser or their nominee together with any other documentation relating to the said Loan necessary to effect registration of same. The Purchaser shall be entitled to register the assignments or transfers of the said Loan at any time but in such event the Administrator shall continue to administer and service the said Loan for and on behalf of the Purchaser in accordance with the terms of this Agreement.

ARTICLE VII
ASSIGNMENT OF LOAN BY PURCHASER

7.01 Nothing herein shall prevent the interest in the Loan or this Agreement from being sold, transferred or assigned by the Purchaser to a third party or third parties but the Purchaser shall give notice to the Administrator of such sale, transfer or assignment within fifteen (15) days of the date thereof and such notice shall advise the Administrator of the name and address of the transferee, assignee or purchaser.

7.02 It is understood that if the Purchaser sell, transfer or assign any or all of their interest in the Loan it shall be a term of such sale, assignment or transfer that the Transferee, Assignee or Purchaser shall execute a similar servicing Agreement with the Administrator covering this Loan.

ARTICLE VIII
REMUNERATION OF ADMINISTRATOR

8.01 The Administrator shall be reimbursed for all out of pocket expenses incurred in administering the Loan, including but not limited to the cost of all solicitors, agents and other experts retained by the Administrator, and monies advanced by the Administrator to protect the security, provided the Administrator acts in accordance with this Agreement. Such costs will be payable pro rata by the Purchaser in accordance with the ownership interest in the Loan and the Administrator is hereby authorized to deduct and retain from payments that are to be made to the Purchaser such costs.

ARTICLE VIX
USE OF AGENTS

9.01 In administering and servicing the said Loan, the Administrator may retain solicitors, experts and agents. The Administrator shall be entitled to rely on the opinion and advice of such solicitors, experts and agents.

ARTICLE X
DISCHARGE OF LOAN

10.01 The Administrator shall have the right to execute and deliver a good and proper discharge of the Loan and the security granted upon payment to it, in accordance with the terms of such Loan, of all principal and interest together with any other monies secured by such Loan.

ARTICLE XI
TRUSTEE-BENEFICIARY RELATIONSHIP

11.01 It is understood and agreed by the parties hereto that the relationship between them shall be that of Trustee (the Administrator) and Beneficiary (the Purchaser). All monies collected by the Administrator on account of principal, interest or otherwise in respect of the Loan and such monies shall be held in trust for the beneficial use of the Purchaser.

11.02 It is expressly understood and agreed that the Administrator's participation is in no way deemed a loan by the Administrator or a borrowing by the Administrator and the repayment of the Loan is in no way, either directly or indirectly guaranteed by the Administrator.

ARTICLE XII
TERMINATION OF AGREEMENT

12.01 Provided that the Administrator has received all remuneration, costs, charges and expenses to which it is entitled hereunder, this Agreement shall be terminated upon the happening of:

(a) repayment to the Purchaser of all monies secured by the said Loan, or renewal thereof, less deductions authorized hereunder; or

(b) the termination of this Agreement by mutual consent in writing of all parties;

whichever shall first occur.

ARTICLE XIII
NOTICES

13.01 All notices, reports, requests, instructions, demands and other communications (hereinafter referred to as "notices") provided to be given hereunder by one Party to the other Party shall be deemed to have been properly given if such notice is personally delivered to the office of the other Party or if such notice is sent by prepaid regular first class mail addressed to the office of the other Party. The addresses of the respective offices of the Parties for such purposes are:

The Administrator:	910234 Alberta Ltd. 47 Woodhaven Manor S.W. Calgary, Alberta, T2W 5P6
The Purchaser:	Stanley Eisenberg 3120 Palliser Dr. S.W. Calgary, Alberta T2V 4B7

13.02 Any such notices sent by prepaid regular first class mail addressed as aforesaid shall be deemed to have been given to the Party to whom it is addressed on the fourth business day following the date of mailing. Either Party may change the address of its office for the foregoing purposes by giving the other Party notice of such change of address as provided aforesaid.

ARTICLE XIV
GOVERNING LAW

14.01 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada.

ARTICLE XV
ENUREMENT

15.01 This Agreement shall extend to, be binding upon and enure to the benefit of the Parties hereto and the assignees of the said Loan pursuant to paragraph 6 hereof, and their respective successors and assigns.

ARTICLE XVI
PARAGRAPH HEADINGS

16.01 The headings of paragraphs in this Agreement are provided for convenience only and shall not effect the interpretation of the paragraphs.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

910234 ALBERTA LTD.

Per: ______________________

____
Witness to Purchaser's Signature

____
[Signature of Purchaser]

AFFIDAVIT OF EXECUTION

CANADA	)	I, RANDY CALMUSKY,
	)	[Print name of witness]
PROVINCE OF ALBERTA	)	of the City of Calgary, in the Province of Alberta,
TO WIT:	)	MAKE OATH AND SAY:

1. That I was personally present and did see STANLEY EISENBERG. [Print name of Purchaser(s)] ____________________ named in the within Instrument who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes 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 and he/she/they are/is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this ___ day of ________ 2004.)
)
)
)
)
)
)

______________________ [Witness signature]

____
A Commissioner for Oaths in and for the Province of Alberta

My Commission Expires:

SCHEDULE "A"

LANDS

Parcel 1
Lot 5 Block 6 Plan 0510162

Parcel 2
Lot 2 Block 28 Plan 0412056

Parcel 3
Lot 10 Block 6 Plan 0510162

Parcel 4
Lot 20 Block 4 Plan 0510162

Parcel 5
Lot 1 Block 6 Plan 0510162

Parcel 6
Lot 16 Block 11 Plan 9912644

Parcel 7
Lot 2 Block 30 Plan 0412056

Parcel 8
Lot 22 Block 4 Plan 0510162

Parcel 9
Lot 13 Block 5 Plan 0510162

Parcel 10
Lot 15 Block 4 Plan 0514068

Parcel 11
Lot 20 Block 7 Plan 0514068

TERMS

Borrower:	Woodmaster Homes Ltd.
Property Mortgaged:	See Schedule "A"
Priority of Mortgage:	First Mortgage
Loan Amount:	$2,050,000
Interest Rate:	Eleven (11%) per annum
Interest Paid:	Monthly
Term:	One (1) Year

Grant Thornton

Exhibit 9

In the Matter of the Receivership of
910234 Alberta Ltd.

Investor Analysis Summary
as at December 12, 2012

	Principle Investment in 910234	Investment Repayment 910234	Total
Investor #1	685,000	-	685,000
Investor #2	435,000	(200,000)	235,000
Investor #3	250,000	-	250,000
Investor #4			-
Investor #5	320,000	(220,000)	100,000
Investor #6	100,000	-	100,000
Investor #7	40,000	-	40,000
Investor #8	20,000	(20,000)	-
Investor #9	1,300,000	-	1,300,000
Investor #10	75,000	(75,000)	-
Investor #11	57,000	-	57,000
Investor #12	30,000	(30,000)	-
Investor #13	125,000	-	125,000
Investor #14	68,500	-	68,500
Investor #15	700,000	-	700,000
Investor #16	100,000	-	100,000
Investor #17	80,000	-	80,000
Investor #18	25,000	-	25,000
Investor #19	80,000	-	80,000
Investor #20	320,000	(320,000)	-
Investor #21	50,000	-	50,000
Investor #22	75,000	-	75,000
Investor #23	100,000	-	100,000
Investor #24	25,000	(25,000)	-
Investor #25	197,000	-	197,000
Investor #26	100,000	-	100,000
Investor #27	9,000	-	9,000
Investor #28	85,000	-	85,000
Investor #29	65,000	(30,000)	35,000
Investor #30	34,316	-	34,316
Investor #31	95,000	-	95,000
Investor #32	30,000	(30,000)	-
Investor #33	30,000	-	30,000
Investor #34	100,000	-	100,000
Investor #35	155,000	(155,000)	-
Investor #36	87,500	-	87,500

In the Matter of the Receivership of
910234 Alberta Ltd.

Investor Analysis Summary
as at December 12, 2012

	Principle Investment in 910234	Investment Repayment 910234	Total
Investor #37	40,000	-	40,000
Investor #38	500,000	-	500,000
Investor #39	30,000	(30,000)	-
Investor #40	15,000	(15,000)	-
Investor #41	75,000	-	75,000
Investor #42	1,600,000	(750,000)	850,000
Investor #43	1,000,000	-	1,000,000
Investor #44	100,000	(100,000)	-
Investor #45	7,750	-	7,750
Investor #46	100,000	(100,000)	-
Investor #47	300,000	-	300,000
Investor #48	150,000	-	150,000
Investor #49	150,000	-	150,000
Investor #50	73,000	-	73,000
Investor #51	20,000	-	20,000
Investor #52	-	-	-
Investor #53	50,000	-	50,000
Investor #54	150,000	-	150,000
Total	**10,409,066**	**(2,100,000)**	**8,309,066**
Source and Application			**8,028,791**
Difference			**280,275**

Exhibit 10

Grant Thornton

In the Matter of the Receivership of
910234 Alberta Ltd.

Operations Cash flow
For period 2005 - 2012

		2005	2006	2007	2008	2009	2010	2011	2012	Total
Receipts										
Trust Acct Interest	$	135,072	413,834	621,455	850,001	631,307	736,665	514,417	527,979	4,430,730
Masuch Interest		-	163,605	-	-	-	-	-	-	163,605
Operating Acct Interest		13,109	2,630	-	-	-	-	-	-	15,739
Line of Credit		650	8,500	149,307	(551,663)	1,739,910	(551,959)	997,500	(628,470)	1,163,775
Payment from Operating Account		-	11,000	-	-	-	5,000	38,987	14,000	68,987
		148,831	599,569	770,762	298,337	2,371,218	189,707	1,550,903	(86,491)	5,842,836
Disbursements										
Interest to Investors		(87,375)	(396,002)	(821,157)	(961,935)	(918,609)	(785,256)	(746,667)	(488,624)	(5,205,623)
Payment to Operating Account		(47,296)	(104,242)	(289,500)	(451,227)	(276,321)	(142,706)	(134,361)	(538,850)	(1,984,502)
add back: Repayment of Calmusky's		-	-	-	-	-	-	-	380,000	380,000
		(134,670)	(500,243)	(1,110,657)	(1,413,162)	(1,194,930)	(927,962)	(881,028)	(647,473)	(6,810,126)
Net Cashflow	$	14,161	99,326	(339,896)	(1,114,825)	1,176,288	(738,256)	669,876	(733,964)	(967,290)

Exhibit 11

Grant Thornton

In the Matter of the Receivership of
910234 Alberta Ltd.

Source and applications of funds from Trust Account
For the period 2005 to 2012

Sources of Cash

	Investor Capital Investment	Borrower Repayment	Payment from Masuch	Interest Paid by Borrowers	Payments by Calmusky or Admin	Draw from Line of Credit	Term Deposit	Unidentified
2005	-	-	-	135,072	-	650	-	131
2006	410,140	-	-	413,834	11,000	8,500	-	835
2007	2,707,600	-	388,633	621,455	-	800,000	-	16,146
2008	750,000	1,147,529	1,550,609	850,001	-	923,686	-	2,466
2009	1,116,807	1,775,000	471,960	631,307	-	2,084,910	-	1,833
2010	100,000	917	3,054,342	736,665	5,000	1,211,731	-	32
2011	100,000	525,000	130,925	514,417	38,987	1,912,500	2,660,657	75
2012	-	1,851,740	-	527,979	14,000	850,000	-	60
Total	**5,184,547**	**5,300,186**	**5,596,468**	**4,430,730**	**68,987**	**7,791,978**	**2,660,657**	**21,579**

Applications of Cash

	Investor Capital Repayment	Payments to Borrowers	Payments to Masuch	Interest to Investors	Payment to Calmusky or Admin	Payment to Line of Credit	Term Deposit	Unidentified
2005	-	-	-	(87,375)	(47,296)	-	-	(123)
2006	-	-	(330,000)	(396,002)	(104,242)	-	-	(612)
2007	(450,000)	(932,481)	(1,105,000)	(821,157)	(289,500)	(650,693)	-	(1,763)
2008	(1,253,110)	(150,000)	(1,076,400)	(961,935)	(451,227)	(1,475,350)	-	(4,274)
2009	(665,027)	(3,325,008)	(670,000)	(918,609)	(276,321)	(345,000)	-	(8,528)
2010	(335,285)	(500,000)	-	(785,256)	(142,706)	(1,763,690)	-	(5,381)
2011	-	(933,334)	(2,000,000)	(746,667)	(134,361)	(915,000)	(2,730,269)	(3,015)
2012	-	(109,384)	(634,410)	(488,624)	(538,850)	(1,478,470)	-	(12,657)
Total	**(2,703,422)**	**(5,950,207)**	**(5,815,810)**	**(5,205,623)**	**(1,984,502)**	**(6,628,203)**	**(2,730,269)**	**(36,353)**

November 12, 2012

Attention: Brenda Eisenberg
Jack Eisenberg
Eisenberg Properties

From: 910234 Alberta Ltd.

MESSAGE TO THE INVESTORS

Over the years 910234 Alberta Ltd. has enjoyed many successes which you as investors have participated in, including above-average rates of return and uninterrupted interest payments. Our records indicate that presently you have **$880,000 invested and since 2005, 910234 Alberta Ltd. has been able to generate in excess of $546,000 in interest income to you.** We are proud of what was attainable and it was a pleasure to have worked with you during this time.

Unfortunately, a series of events has made the current business unsustainable for the foreseeable future, leading us to have to analyze options for the restructuring of the business of the company, and to turn to the investors for approval of a proposal to undertake that restructuring to maximize the return of investment to the investors.

The following provides a brief overview of the events that have negatively impacted 910234 Alberta Ltd.'s business and led to the situation that we are in today.

- **Event # 1**

  910234 Alberta Ltd. was forced to foreclose on a mortgage that the borrower had defaulted upon. The company received a Judgment for the plaintiff in the amount of $450,000, plus interest and legal costs. Although a new buyer was eventually found for the property, it is very unlikely that the company will be paid back this outstanding judgment. For what it is worth, the borrower was also mentioned in the mortgage fraud that was in the papers a few years back involving the Bank of Montreal.

  Throughout this, 910234 Alberta Ltd. continued to make the interest payments uninterrupted to the investors on the entire amount of the loan for 8 months while a new buyer was found, and continued to make the interest payments on the $450,000 that was awarded in the Judgment but never recovered.

  The loss of the $450,000 plus the interest payments made until the interest payments were suspended to you in September of this year, totals approximately **$961,250.**

- **Event # 2**

  910234 Alberta Ltd. found itself having to foreclose on 5 properties after the loan entered into default. Given market conditions at the time we were unable to find a buyer for the properties at a reasonable price, so the decision was made to build out the properties and put them up for sale. Without much improvement in the market and after much time and effort, 4 of the properties were sold netting a loss of $80,000.

  The fifth property had a market value of $430,000 but the mortgage was improperly discharged by the law firm acting on behalf of 910234 Alberta Ltd. The company has brought legal action against the law firm who improperly discharged the mortgage on this fifth property. The lawsuit has been going on for a number of years and is just now into 'discoveries'. It is anticipated that this value will be recovered in the first half of 2013.

  It is estimated that including the $80,000 lost on the 'build out' of the 4 properties plus the interest in arrears on the 5 properties plus the $430,000 that was improperly discharged, the total loss is **$897,160**.

- **Event # 3**

  910234 Alberta Ltd. was involved in another foreclosure on a property that was partially completed. Unable to find a suitable buyer in this partially completed state, it was decided to finish the project. The property has just been completed and is up for sale.

  Unfortunately, given the amount that had been advanced to the borrower ($1,600,000), the amount required to finish the property, and market conditions it is estimated that the loss on this property after real estate fees will likely be in the neighborhood of $450,000.

  Including the interest in arrears, the total loss on the project is approximately **$770,000**.

- **Event # 4**

  While the principle has been returned on this project none of the interest has been paid by the Borrower. Interest to be paid totals **$240,000.**

- **Event # 5**

  $135,000 was advanced to a Borrower prior to mortgage documents being finalized. Including interest which continued to be paid to investors the loss on this project is **$165,375.**

- **Event # 6**

  During the foreclosures and other legal proceedings, 910234 Alberta Ltd. has incurred legal fees totaling **$220,000** to date which has not been passed along to investors.

- **Event # 7**

  Currently there is an 'active' mortgage which matures and should be paid out over the next few months.

- **Event # 8**

  Currently there is an 'active' mortgage for which 910234 Alberta Ltd. has advanced $634,400 against a $1,800,000 property presently under construction. 910234 Alberta Ltd. has advised the Borrower that we will not be advancing further dollars against the project and that the Borrower is to arrange for alternate financing immediately.

As a result of these events, a restructuring of the business of the company is necessary. This can be done in one of three ways:

1. By this letter, an informal proposal is being made to the investors, by which the business relationship between the company and the investors is modified, with the consent of the investors, such that the company can continue in operation so as to maximize the recovery of investment money for the investors. This will require the consent of substantially all of the investors.

2. If the consent of substantially all of the investors for an informal proposal is not obtainable, the company will be forced to make a formal proposal pursuant to the *Bankruptcy and Insolvency Act*, whereby the same proposal will be advanced under the provisions of that Act. A *Bankruptcy and Insolvency Act* proposal is different from an informal proposal in that the Act can compel all of the creditors to accept the proposal if it is accepted by 50% plus 1 in number and two thirds in value of the investing creditors. If that

threshold is reached, the Act can hold that the proposal is binding upon creditors even if they voted against it. The downside to a formal *Bankruptcy and Insolvency Act* proposal is that it requires significant payment to a Bankruptcy Trustee to act in advising upon and monitoring the performance of the proposal, including quite expensive accounting functions. This uses funds which would otherwise be available for the investing creditors.

3. Finally, if a proposal under the *Bankruptcy and Insolvency Act* as required, but it does not reach the threshold of 50% +1 in number and two thirds in value, then the company will automatically become bankrupt and the assets within the company will be collected and distributed by a Bankruptcy Trustee. The distribution of assets by a Bankruptcy Trustee is unlikely to maximize recovery for the investing creditors, and this alternative has the maximum cost of any of the three alternatives which would be expected to lead to least possible recovery for the investing creditors.

The company is of the view that an informal proposal without the expense of a bankruptcy will yield the best recovery for the investing creditors.

PROPOSAL TO THE INVESTORS

1. The proposal being made to investors, in short, is that an orderly liquidation of the portfolio will be undertaken and the proceeds will be distributed to the investors as described herein. Additionally, steps will be taken by Mr. Calmusky to maximize the recovery of non-performing loans to the extent reasonably possible.

2. Unfortunately, at this time 910234 Alberta Ltd. does not have, nor will it have in the foreseeable future, sufficient cash flow to pay the monthly interest to investors that it has historically paid.

3. Presently client investments total $8,071,500. Of this amount, $1,519,000 is connected with investments with UBG (Unity Building Group), which unfortunately is under creditor protection (pursuant to the *Companies' Creditors Arrangement Act*).

4. As the UBG invested dollars will be dealt with separately, that leaves $6,552,500 to be addressed. ($8,071,500 - $1,519,000 = $6,552,500)

5. All active mortgages will be paid out over the next few months which, when liquidated, will allow for these funds to be re-paid to investors. These are Events # 7 & 8 which total $1,550,000.

6. Once the completed house (Event # 3) is sold it should net $1,350,000 to investors.

7. Once the lawsuit is settled (Event # 2), the proceeds, expected to be approximately $750,000, will be available to be returned to investors.

8. The $240,000 identified in Event # 4 will be vigorously pursued, and the amount recovered will be then available to be returned to investors.

9. Unfortunately, these steps, even if successful, will not return 100 cents on the dollar to the creditors. The anticipated results are summarized as follows:

Dollars Invested by Investors:	$8,071,500	
Less: UBG Dollars Invested:	$1,519,000	$6,552,500
Less:		
Repayment of Active Mortgages (Event # 7 & # 8):	$1,534,400	
Sale of Finished House (Event # 3)	$1,350,000	
Settlement of Lawsuit (Event # 2)	$ 750,000	
Interest received (Event # 4)	$ 240,000	$3,874,400
Projected Shortfall		$2,678,100

10. The basis of the proposal is that the shortfall be split as a percentage of dollars invested (not including UBG investments).

11. To continue to spend dollars for accounting and unnecessary legal costs drastically erodes the dollars available for disbursement, and this informal proposal minimizes that.

12. The shortfall, excluding the UBG investments is $2,678,100. This loss will be shared pro-rata.

13. Upon examination of Events #1-6 inclusive, it is apparent that over the years, investors have been over-paid interest income. In this regard, the second point of the Proposal is that to the extent possible all interest paid to the investors year to date will be characterized as return of principle. In most cases this will also be more advantageous for investors from a tax stand-point.

Mr. Calmusky has invested a lot of time and dollars into the business in the hope that it could be turned around. Many of the investors were friends to begin with while the remainder became friends over time. While it is noted that the losses identified in Events # 1 – 6 inclusive total $3,253,785, the shortfall to investors is $2,678,100. The difference of $575,685 is the cost paid by Mr. Calmusky personally of keeping the business going (this includes legal costs which have been paid). Mr. Calmusky has poured all of his personal resources into the business, and at this point he has exhausted all remaining personal funds to help carry the business.

Based upon the acceptance of this proposal by all investors, it is believed that dollars returned to investors would be in the 60-65 cents on the dollar invested. Aside from the liquidation of 'active' mortgages, it should be noted that return of further dollars will not be immediate, but is dependent upon factors such as sale of property and settlement of lawsuits.

The above mentioned proposal is deemed to be in the best interests of all investors as a group. It is hoped that with everyone's co-operation and everyone pulling together, that the acceptance of this proposal will maximize the return of invested dollars in the most timely and cost effective manner.

We look forward to discussing these unfortunate circumstances with you, and in moving forward to maximize the recovery for the creditors.

910234 Alberta Ltd.
Per:

Randy Calmusky

Grant Thornton

In the Matter of the Receivership of
910234 Alberta Ltd.

Legal Fee Analysis - Administrative Account
For period 2007-2012

Year	Description	Law Firm	Amount
2007	Belmonte litigation	Field Law	4,075
2007	Belmonte litigation	Field Law	17,036
2007	Belmonte litigation	Field Law	3,292
2007	Belmonte litigation	Field Law	15,219
2007	Belmonte litigation	Field Law	1,284
2008	Belmonte litigation	Field Law	14,994
2008	Belmonte litigation	Field Law	8,472
2008	Belmonte litigation	Field Law	3,146
2009	Belmonte litigation	Field Law	12,511
2010	Belmonte litigation	Field Law	613
2011	Rembrandt	Wilson Laycraft	1,459
2011	Rembrandt	Wilson Laycraft	790
2011	Rembrandt	Wilson Laycraft	517
2011	Mika	Masuch	7,470
2011	Mika	Masuch	1,452
2011	Aspire Homes	Caron&Partners	5,000
2011	Aspire Homes	Caron&Partners	2,998
2012	Aspire Homes	Caron&Partners	10,604
2012	Aspire Homes	Caron&Partners	6,315
2012	Aspire Homes	Caron&Partners	2,853
2012	Aspire Homes	Caron&Partners	3,850
2012	Aspire Homes	Caron&Partners	1,917
2012	Bank of Montreal v Orlando Numez	Field Law	1,292
2012	Rembrandt	Wilson Laycraft	2,126
2012	Rembrandt	Wilson Laycraft	4,326
2012	Rembrandt	Wilson Laycraft	497
2012	Unidentified	Loberg	5,000
2012	Unidentified	Loberg	30,000
			169,107

Exhibit 14

Grant Thornton

In the Matter of the Receivership of
910234 Alberta Ltd.

T5 Summary - 2012

	JAN.	**FEB.**	**MARCH**	**APRIL**	**MAY**	**JUNE**	**JULY**	**AUGUST**	**TOTAL**
Investor 1	$ 9,254.17	$ 4,254.17	$ 4,254.17	$ 9,254.17	$ 4,254.17	$ 4,254.17	$ 4,254.17	$ 4,254.17	$ 44,033.36
Investor 2	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 1,250.00	$ 10,000.00
Investor 3	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 7,333.36
Investor 4	$ 870.83	$ 870.83	$ 870.83	$ 870.83	$ 870.83	$ 870.83	$ 870.83	$ 870.83	$ 6,966.64
Investor 5	$ 916.66	$ 916.66	$ 916.66	$ 916.66	$ 916.66	$ 916.66	$ 916.66	$ 916.66	$ 7,333.28
Investor 6	$ 366.67	$ 366.67	$ 366.67	$ 366.67	$ 366.67	$ 366.67	$ 366.67	$ 366.67	$ 2,933.36
Investor 7	$ 416.67	$ 416.67	$ 416.67	$ 416.67	$ 416.67	$ 416.67	$ 416.67	$ 416.67	$ 3,333.36
Investor 8	$ 62.50	$ 62.50	$ 62.50	$ 62.50	$ 62.50	$ 62.50	$ 62.50	$ 62.50	$ 500.00
Investor 9	$ 6,416.67	$ 6,416.67	$ 6,416.67	$ 6,416.67	$ 6,416.67	$ 6,416.67	$ 6,416.67	$ 6,416.67	$ 51,333.36
Investor 10	$ 1,504.17	$ 1,464.58	$ 1,425.00	$ 1,371.64	$ 1,345.83	$ -	$ -	$ -	$ 7,111.22
Investor 11	$ 874.99	$ 874.99	$ 874.99	$ 874.99	$ 874.99	$ 874.99	$ 874.99	$ 874.99	$ 6,999.92
Investor 12	$ 13,000.00	$ 5,500.00	$ 5,500.00	$ 13,000.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 59,000.00
Investor 13	$ 691.67	$ 691.67	$ 691.67	$ 691.67	$ 691.67	$ 691.67	$ 691.67	$ 691.67	$ 5,533.36
Investor 14	$ 749.99	$ 749.99	$ 749.99	$ 749.99	$ 749.99	$ 749.99	$ 749.99	$ 749.99	$ 5,999.92
Investor 15	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 7,333.36
Investor 16	$ 15,625.00	$ 3,750.00	$ 3,750.00	$ 15,625.00	$ 3,750.00	$ 3,750.00	$ 3,750.00	$ 15,625.00	$ 65,625.00
Investor 17	$ 208.33	$ 208.33	$ 208.33	$ 208.33	$ 208.33	$ 208.33	$ 208.33	$ 208.33	$ 1,666.64
Investor 18	$ 2,487.49	$ 1,137.49	$ 1,137.49	$ 2,487.49	$ 1,137.49	$ -	$ -	$ -	$ 8,387.45
Investor 19	$ 5,375.01	$ 5,375.01	$ 5,375.01	$ 5,375.01	$ 5,375.01	$ 5,375.01	$ 5,375.01	$ 5,375.01	$ 43,000.08
Investor 20	$ 687.50	$ 687.50	$ 687.50	$ 687.50	$ 687.50	$ 687.50	$ 687.50	$ 687.50	$ 5,500.00
Investor 21	$ 7,416.67	$ 7,416.67	$ 7,416.67	$ 7,416.67	$ 7,416.67	$ 7,416.67	$ 7,416.67	$ 7,416.67	$ 59,333.36
Investor 22	$ 2,166.67	$ 2,166.67	$ 2,166.67	$ 2,166.67	$ 2,166.67	$ 2,166.67	$ 2,166.67	$ 2,166.67	$ 17,333.36
Investor 23	$ 1,833.34	$ 1,833.34	$ 1,833.34	$ 1,833.34	$ 1,833.34	$ 1,833.34	$ 1,833.34	$ 1,833.34	$ 14,666.72
Investor 24	$ 1,312.50	$ 1,312.50	$ 1,312.50	$ 1,312.50	$ 1,312.50	$ 1,312.50	$ 1,312.50	$ 1,312.50	$ 10,500.00
Investor 25	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 916.67	$ 7,333.36
Investor 26	$ 733.33	$ 733.33	$ 733.33	$ 733.33	$ 733.33	$ 733.33	$ 733.33	$ 733.33	$ 5,866.64
Investor 27	$ 2,291.67	$ 2,291.67	$ 2,291.67	$ 2,291.67	$ 2,291.67	$ 2,291.67	$ 2,291.67	$ 2,291.67	$ 18,333.36
Total	$ 79,262.51	$ 53,497.92	$ 53,458.34	$ 79,129.98	$ 53,379.17	$ 50,895.85	$ 50,895.85	$ 62,770.85	$ 483,290.47
Gary Calmusky	$5,000.00	$ -	$ -	$ 5,000.00	$ 170,000.00				$180,000.00
Mary Calmusky					$ 200,000.00				$200,000.00
Total (Bank Statement)	$ 84,262.51	$ 53,497.92	$ 53,458.34	$ 84,129.98	$ 423,379.17	$ 50,895.85	$ 50,895.85	$ 62,770.85	$ 863,290.47
Investor 28	$666.66	$ 666.66	$ 666.66	$ 666.66	$ 666.66	$ 666.66	$ 666.66	$ 666.66	$5,333.28
Total	$ 84,929.17	$ 54,164.58	$ 54,125.00	$ 84,796.64	$ 424,045.83	$ 51,562.51	$ 51,562.51	$ 63,437.51	$ 868,623.75
Less: Line 38 and 39									-$ 380,000.00
Total Interest Paid									$ 488,623.75

Grant Thornton

In the Matter of the Receivership of
910234 Alberta Ltd.

Estimated Realization Schedule

Total Investor Principle	11,387,328	
Total Investor Repayment	(3,358,537)	
Remaining	8,028,791	
UBG Cranston	(1,519,000)	
Investor Principle (Less: UBG)	6,509,791	
Estimated Recovery:		
Event # 7 - Crystal Creek	900,000	
Event # 8 - New West	634,000	
Event #3 - Sale of 27 Elveden Place:		
Sale price	2,100,000	
Mortgage	(550,000)	
Closing costs	(105,000) A	
Total		1,445,000
		2,979,000
Event #1 - Mika/Belmonte (Lawsuit)	450,000	
Event #2 - Rembrandt (lawsuit)	510,000	
Event #5 - Vaughan Custom (lawsuit)	135,000	
Potential Recovery from 356 Spyglass investment	798,102	
Potential Recovery of Mary and Gary Calmusky	380,000	
Trico shortfall	(204,971)	
Equity Recovery in 57 Everglen	100,000	
Total		2,168,131
Estimated Recovery		5,147,131
Estimated Shortfall:		1,362,660
Event #3 - Aspire Homes (Net loss after sale of Elveden)	(155,000)	
Income def	(967,290)	
Advance to Trickle Creek (27 Elveden)	(109,384)	
		(1,231,674)
Unknown Difference		**130,986**

A - Estimated 5% of selling cost

Exhibit 16

Grant Thornton

In the Matter of the Receivership of
910234 Alberta Ltd.

Investor Total by source
For the period 2004 - 2012

Year	Trust Account	Masuch Trust Ledger	Admin Account	Total Investment
2004	-	825,750.00		825,750
2005	-	818,316.00	435,000.00	1,253,316
2006	410,140	3,195,000.00	50,000.00	3,655,140
2007	2,257,600	(120,000.00)		2,137,600
2008	(503,110)	343,600.00		(159,510)
2009	451,780	-		451,780
2010	(235,285)	-		(235,285)
2011	100,000	-		100,000
2012	-	-		-
Total	$ 2,481,125	5,062,666	485,000	8,028,791

Exhibit 17

MASUCH ALBERT LLP
Barristers and Solicitors

209, 10836 – 24 Street SE
Calgary, Alberta T2Z 4C9

Fax: (403) 543-1111
Telephone: (403) 543-1100

STATEMENT OF RECEIPTS AND DISBURSEMENTS OF TRUST FUNDS

April 19, 2012

New West Custom Homes and Renovations Inc. - Mortgage To 910234 Alberta Ltd.
300 Spyglass Way NW,
Calgary, Alberta
Lot 23, Block 2, Plan 1210765
Our file No. 12-10-43526/AQS/km

	RECEIVED	PAID OUT
Received from 910234 Alberta Ltd. • Net Mortgage Proceeds	$634,410.00	
Paid to New West Custom Homes and Renovations Ltd. • 1st Advance		$335,160.00 $0.00
Paid New West Custom Homes and Renovations Inc. • Balance of Funds Held in Trust (if any)		0.00
Held in Trust by Masuch Albert LLP • Balance of Mortgage Proceeds		**$299,250.00**
	$634,410.00	$634,410.00

June 29, 2012

	RECEIVED	PAID OUT
Held in Trust by Masuch Albert LLP • Balance of Mortgage Proceeds	$299,250.00	
Paid to 910234 Alberta • Interest owing on loan April 12 – June 24, 2012 - $19,293.02		$19,293.02
Held in Trust by Masuch Albert LLP • Balance of Mortgage Proceeds		**$279,956.98**
	$299,250.00	$299,250.00

July 6, 2012

	RECEIVED	PAID OUT
Held in Trust by Masuch Albert LLP • Balance of Mortgage Proceeds	$279,956.98	

Paid to New West Custom Homes and Renovations Ltd.		
• 2^{nd} Advance		$148,921.12 ✓
Paid to Masuch Albert LLP		
• Statement of Account for Mortgage		$791.18 1078.88
• Statement of Account for 1^{st} draw		$143.85
• Statement of Account for 2^{nd} draw		$143.85
Held in Trust by Masuch Albert LLP		
• Balance of Mortgage Proceeds		**$129,956.98**
	$279,956.98	$279,956.98
		July 25, 2012
Held in Trust by Masuch Albert LLP		
• Balance of Mortgage Proceeds	$129,956.98	
Paid to 910234 Alberta		
• Interest owing on loan – July 25, 2012		$7,930.13 ✓
Held in Trust by Masuch Albert LLP		
• Balance of Mortgage Proceeds		**$122,026.85**
	$129,956.98	$129,956.98
Held in Trust by Masuch Albert LLP		
• Balance of Mortgage Proceeds	$122,026.85	
Paid to New West Custom Homes and Renovations Ltd.		
• framing advance		$121,883.00
Paid to Masuch Albert LLP		
• Statement of Account - framing advance		$143.85
	$122,026.85	$122,026.85
Balance in Trust		
• Balance of Mortgage Proceeds	$0.00	$0.00

New West Custom Homes Inc.
Vendor Purchases Detail Report 01/01/2012 to 21/01/2013

Date	Item No.	Source	JE#	Total Cost
910234 Alberta Ltd.				
27/08/2012	Other	July 25-Aug 25 20...	J2215	7,930.13
25/09/2012	Other	Aug 25-Sept 25 Int	J2745	7,930.13
23/10/2012	Other	Sept 26 to Oct 25	J3259	7,930.13
06/11/2012	Other	Oct 25 - Nov 25 Int	J3643	7,930.13
				31,720.52

Interest payments made

MASUCH AL_ ERT LLP

Barristers and Solicitors

PLEASE REPLY TO: South Office
#209, 10836 - 24th Street SE
Calgary, Alberta T2Z 4C9
Telephone: (403) 543-1100
Fax: (403) 543-1111

North Office
Thorncliffe Shopping Centre
#8, 5602 - 4th Street NW
Calgary, Alberta T2K 1B2
Telephone: (403) 275-4881
Fax: (403) 274-0367

Our File No: 12-60-47085/AQS/tm

December 20, 2012

Burnet Duckworth & Palmer LLP
2400, 525 - 8th Avenue SW
Calgary, Alberta T2P 1G1
Attention: Doug Nishimura

****Delivered Via courier****

Dear Sir:

RE: Receivership Order – 910234 Alberta Ltd. et al
New West Custom Homes Inc. – Refinance on 300 Spyglass Way, Calgary, AB
Payout of 910234 Alberta Ltd. Mortgage $3,000,000.00

Further to our recent discussions and correspondence, we confirm that we are to forward to you the mortgage payout proceeds received from New West Custom Homes Inc. (formerly, New West Custom Homes & Renovations Inc.) as counsel for the Receiver in this matter, and that you will prepare and provide our office with a registerable discharge of the mortgage, registered as instrument no. 121 105 318.

In this regard, we enclose herewith:

1. Our firm trust cheque in the sum of $640,927.96 representing payout of the above mentioned mortgage pursuant to the enclosed payout letter received from Randy Calmusky, calculated as follows:

Outstanding Amount as at December 5, 2012	$637,017.16
Plus interest to December 20, 2012 ($260.72 X 15 days)	$3,910.80
Total Payout	
	$640,927.96

2. Certified Copy of Title for your reference.

We trust you find the enclosed to be in order. Should you require anything further in this regard, please do not hesitate to contact our office.

Yours truly,
MASUCH ALBERT LLP

Anton Q. Suberlak

tm
Enclosure

cc: Guy Odhams, CA, Grant Thorton (email: guy.odhams@ca.gt.com)
Jeffrey Oliver (Jeffrey.oliver@gowlings.com)

cc: New West Custom Homes Inc.

CERTIFIED COPY OF

Certificate of Title

S

LINC 0035 155 770

SHORT LEGAL 1210765;2;23

TITLE NUMBER: 121 105 317
TRANSFER OF LAND
DATE: 03/05/2012

AT THE TIME OF THIS CERTIFICATION

NEW WEST CUSTOM HOMES INC..
OF 2440 KENSINGTON ROAD NW
CALGARY
ALBERTA T2N 3S1
(DATA UPDATED BY: CHANGE OF NAME 121327727)

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 1210765
BLOCK 2
LOT 23
EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
111 170 936	07/07/2011	EASEMENT OVER AND FOR BENEFIT OF: SEE INSTRUMENT AS TO PLAN 1112174
111 270 759	20/10/2011	EASEMENT OVER THE MOST SOUTHERLY 20 METRES IN PERPENDICULAR WIDTH THROUGHOUT LOT 1 BLOCK 1 PLAN 0910252 FOR BENEFIT OF THE SOUTH HALF OF SECTION 18 TOWNSHIP 25 RANGE 2 W5M SEE INSTRUMENT
121 064 061	19/03/2012	ENCUMBRANCE ENCUMBRANCEE - MACDONALD WATERMARK PROPERTIES LTD.. 104, 122-17TH AVE SE CALGARY ALBERTA T2G1H2
121 064 062	19/03/2012	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. GRANTEE - ATCO GAS AND PIPELINES LTD.. GRANTEE - TELUS COMMUNICATIONS INC.. GRANTEE - SHAW CABLESYSTEMS LIMITED. AS TO PORTION OR PLAN:1210766
121 064 066	19/03/2012	AGREEMENT RESTRICTIVE COVENANT AND EASEMENT OVER AND FOR THE BENEFIT OF: SEE INSTRUMENT

(CONTINUED)

CERTIFIED COPY OF
Certificate of Title

SHORT LEGAL 1210765;2;23
NAME NEW WEST CUSTOM HOMES INC.
NUMBER 121 105 317

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
121 064 067	19/03/2012	CAVEAT RE : RESTRICTIVE COVENANT , ETC. RESTRICTIVE COVENANT AND EASEMENT
121 105 318	03/05/2012	MORTGAGE MORTGAGEE - 910234 ALBERTA LTD.. 110 HAWKS LANDING DR PRIDDIS ALBERTA T0L1W0 ORIGINAL PRINCIPAL AMOUNT: $3,000,000
121 327 728	13/12/2012	MORTGAGE MORTGAGEE - CIBC MORTGAGES INC.. 5TH FLOOR, 400 BURRARD ST VANCOUVER BRITISH COLUMBIA V6C3A6 ORIGINAL PRINCIPAL AMOUNT: $980,875

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 13 DAY OF DECEMBER ,2012

REGISTRAR OF LAND TITLES

SUPPLEMENTARY INFORMATION
VALUE: $389,000
CONSIDERATION: $389,000
MUNICIPALITY: ROCKY VIEW COUNTY
REFERENCE NUMBER:
121 064 055 +87
ATS REFERENCE:
5;2;25;18;SE
TOTAL INSTRUMENTS: 008

Caron&Partners LLP
BARRISTERS & SOLICITORS

March 26, 2012

Richard J. Gilborn, Q.C.
Direct Line: (403) 260-1576
Email: rgilborn@caronpartners.com

Liz Wiles, Legal Assistant
Phone: (403) 262-3000
Email:lwiles@caronpartners.com

Our File: 27-46234-000

BY EMAIL
910234 Alberta Ltd. and Mr. Randy Calmusky
110 Hawk's Landing Drive
Priddis, Alberta
T0L 1W0

Dear Sir:

Re: Foreclosure/Collection - Aspire Homes/1476359 Alberta Ltd./ Terry Buszko and Harvey Flemming

Further to our most recent communications, I enclose at this time a copy of Notice of Bankruptcy, Statement of Affairs, List of Debts and Monthly Income and Expense Statement in respect of Harvey Flemming. You will note the Trustee is Hardie & Kelly Inc. We also received a telephone call from Mr. Kelly indicating that similar documentation in respect of Mr. Buszko is on its way to us. Please note at the end of the package of materials is a Proof of Claim form which we have completed in draft, subject to your review and approval. I would also recommend that you have us serve the Proof of Claim on Hardie & Kelly as your counsel and as your counsel, request a meeting of the creditors. Finally, I suggest that you speak to Mr. Kelly concerning your claim in both the bankruptcy proceedings and your suspicions concerning possible misuse and application of mortgage proceeds for unrelated matters or personal matters and determine to what extent Mr. Kelly might be prepared to investigate that issue and obtain copies of relevant records. I would be more than happy to discuss this with you in more detail at your early convenience.

Yours truly,

CARON & PARTNERS LLP

RICHARD J. GILBORN, Q.C.
/lw
Encl.

District of Alberta
Division No. 02 - Calgary
Court No. 25-1602650
Estate No. 25-1602650

FORM 69

Notice of Bankruptcy and of Impending Automatic Discharge
of Bankrupt, and Request of a First Meeting of Creditors
(Paragraphs 155(d.1), 155(h) and 168.1(4) and section 168.2 of the Act)

[x] Original [ ] Amended

In the matter of the bankruptcy of
Harvey Gary Flemming
of the City of Calgary, in the Province of Alberta
SUMMARY ADMINISTRATION

Take notice that:

1. Harvey Gary Flemming filed (or was deemed to have filed) an assignment on the 15th day of March 2012, and the undersigned, Hardie & Kelly Inc, was appointed as trustee of the estate of the bankrupt by the official receiver (or the Court), subject to affirmation by the creditors of the trustee's appointment or substitution of another trustee by the creditors.

2. Pursuant to paragraph 155(d.1) of the Act, a first meeting of creditors will be required only if the official receiver or creditors who have in the aggregate at least 25 percent in value of the proven claims, request a meeting to be held.

3. To request such a meeting and to vote at the meeting, a creditor must lodge with the trustee, before such request for a meeting, a proof of claim and, where necessary, a proxy.

4. Enclosed with this notice is a proof of claim form, proxy form, and list of creditors with claims amounting to $25 or more showing the amounts of their claims.

5. Also enclosed pursuant to subsection 102(3) of the Act is information concerning the financial situation of the bankrupt and the obligation of the bankrupt to make payments to the estate of the bankrupt, as required under section 68 of the Act.

6. Creditors must prove their claims against the estate of the bankrupt in order to share in any distribution of the proceeds realized from the estate.

7. Pursuant to section 168.1 of the Act, the bankrupt will be given an automatic discharge on the 16th day of December 2012, unless the Superintendent of Bankruptcy, the trustee of the estate of the bankrupt or a creditor of the bankrupt gives notice of intended opposition to the discharge of the bankrupt before that date.

Check appropriate provision in respect to the bankrupt's discharge

In the case of an individual who has never before been bankrupt:

[x] on the expiry of 9 months after the date of bankruptcy;

[ ] on the expiry of 21 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the Bankrupcy and Incolvency Act (BIA) to the estate.

In the case of an individual who has been a bankrupt one time before:

[ ] on the expiry of 24 months after the date of bankruptcy;

[ ] on the expiry of 36 months after the date of bankruptcy where the bankrupt is required to make payments under section 68 of the BIA to the estate.

8. Any creditor who intends to oppose the discharge of the bankrupt shall state in writing the grounds for his/her opposition and send a notice to this effect to the division office, the trustee of the estate of the bankrupt and the bankrupt at any time before the 16th day of December 2012.

9. If any creditor opposes the discharge of the bankrupt, a court fee applies.

10. If the discharge of the bankrupt is opposed, the trustee will apply to the Court without delay for an appointment for the hearing of the opposition in the manner prescribed by the Act unless it is a matter to be dealt with by mediation pursuant to subsection 170.1(4) of the Act.

Dated at the City of Calgary in the Province of Alberta, this 20th day of March 2012.

Hardie & Kelly Inc - Trustee
206 5800 2nd Street South
Calgary AB T2H 0H2
Phone: (403) 252-1766 Fax: (403) 640-0591

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

– FORM 79 –
Statement of Affairs (Non-Business Bankruptcy)
(Subsection 49(2) and 158(d) of the Act / Subsections 50(2) and 62(1) and Paragraph 66.13(2)(d) of the Act)

[x] Original [ ] Amended

In the matter of the bankruptcy of
Harvey Gary Flemming
of the City of Calgary, in the Province of Alberta
SUMMARY ADMINISTRATION

ASSETS							
Type of assets		Description (Provide details)	Estimated Dollar Value	Exempt Property Yes	Exempt Property No	Secured Amount/ Liens	Estimated net realizable dollar value
1. Cash on Hand							
2. Furniture		Household furniture and effects - garage sale prices	4,000.00	x		0.00	0.00
3. Personal Effects							
4. Policies & RRSPs							
5. Securities							
6. Real Property or Immovable	House						
	Cottage						
	Land						
7. Motor Vehicles	Automobile	2005 - BMW - M3 (Lease)	1.00	x		1.00	0.00
	Motorcycle						
	Snowmobile						
	Other						
8. Recreational Equipment							
9. Taxes							
10. Other	Other	Tools of the trade - garage sale prices	8,000.00	x		0.00	8,000.00
		TOTAL	12,001.00			1.00	8,000.00

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 79 – Continued

LIABILITIES

Liabilities type code (LTC): 1 Real Property or Immovable Mortgage or Hypothec; 2 Bank Loans (except real property mortgage); 3 Finance Company Loans; 4 Credit Cards Bank/Trust Companies Issuers; 5 Credit Cards Other Issuers; 6 Taxes Federal/Provincial/Municipal; 7 Student Loans; 8 Loans from Individuals; 9 Other

Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
907840 Alberta Inc. Contingent $ = 1.00	c/o Hoffman Dorchik LLP 600, 5920 Macleod Trail South Calgary AB		0.00	0.00	0.00	9
910234 Alberta Ltd. Attn: Richard J. Gilborn	c/o Caron & Partners 2100, 700 - 2nd Street SW Calgary AB T2P 2W1	Court File Number 1101-15120	775,972.46	0.00	0.00	9
Allan, Bob	53 Scandia Hill NW Calgary AB T3L 1T8		350,000.00	0.00	0.00	9
B2B Trust - Investment Lending Attn: Scott Pritchard Contingent $ = 1.00	c/o McCaffery Mudry Pritchard LLP 2200, 736 - 6th Ave. SW Calgary AB T2P 3T7		0.00	0.00	0.00	3
Bell Mobility Attn: Insolvency Team	200 Bouchard Blvd, 3rd Floor Dorval QC H9S 5X5	197034550	400.00	0.00	0.00	9
Canadian Western Trust Company	600, 750 Cambie Street Vancouver BC V6B 0A2	Registration # 111 181 427	300,000.00	0.00	0.00	3
Canadian Western Trust Company	600, 750 Cambie Street Vancouver BC V6B 0A2	Registration # 111 211 956	250,000.00	0.00	0.00	3
Capital One MasterCard c/o DRN Commerce Inc. Attn: Insolvency Department	PO Box 2514, Station B London ON N6A 4G9	5457567694073292	7,300.00	0.00	0.00	5
Capital One MasterCard c/o DRN Commerce Inc. Attn: Insolvency Department	PO Box 2514, Station B London ON N6A 4G9	5491399778974312	10,500.00	0.00	0.00	5
Cermak, Ivan Contingent $ = 1.00	c/o McCaffery Mudry Pritchard LLP 2200, 736 - 6th Ave. SW Calgary AB T2P 3T7		0.00	0.00	0.00	8
Choi, Hyun Dave	Calgary Calgary AB		75,000.00	0.00	0.00	8
CIBC National Student Centre Attn: Loan Administration Services	2 Robert Speck Parkway - 14th Floor Mississauga ON L4Z 1H8	1-882905	2,000.00	0.00	0.00	7
Clark, Jacqueline	10023 Maplecreek Drive SE Calgary AB	Re: Diamond Developments	245,000.00	0.00	0.00	8
Compu-tel Installation Corp Contingent $ = 1.00	c/o McCaffery Mudry Pritchard 2200, 736 - 6th Ave. SW Calgary AB T2P 3T7		0.00	0.00	0.00	3

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 79 – Continued

LIABILITIES						
Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
CRA - Canada Revenue Agency - Tax - Prairie Attn: c/o Edmonton Tax Services Office Revenue Collections Division Regional Intake Centre for Insolvency	9700 Jasper Avenue Edmonton AB T5J 4C8	884944406RT0001	20,000.00	0.00	0.00	6
CRA - Canada Revenue Agency - Tax - Prairie Attn: c/o Edmonton Tax Services Office Revenue Collections Division Regional Intake Centre for Insolvency	9700 Jasper Avenue Edmonton AB T5J 4C8	T1	18,828.00	0.00	0.00	6
Decker, Vince	411 Elbow Park Lane SW Calgary AB T2S 3B2	Re: Diamond Developments	40,000.00	0.00	0.00	8
Distefan, Jason	27 Chapalina Heath SE Calgary AB T2X 3Y5	Re: Diamond Developments	110,000.00	0.00	0.00	8
Enmax Attn: Dina Di Rado	1565 27th Avenue NE Calgary AB T2E 8Y2	10441613	536.00	0.00	0.00	9
Equirex Leasing Corp. Attn: Melanie Darling, Legal Department	302 - 700 Dorval Drive Oakville ON L6K 3V3	Guarantee re: Bobcat	1.00	0.00	0.00	9
First Calgary Savings & Credit Union Attn: Credit Management Services Department	204 - 1212 31st Avenue NE Calgary AB T2E 7S8	114-1193820/19091 18	20,000.00	0.00	0.00	2
First Calgary Savings & Credit Union Attn: Credit Management Services Department	204 - 1212 31st Avenue NE Calgary AB T2E 7S8	514879500004249	6,000.00	0.00	0.00	2
Habib, Dwayne	4415, 5605 Henwood Street SW Calgary AB T3E 7R2	Re: Diamond Developments	60,000.00	0.00	0.00	8
Hamilton, Cameron	c/o Dixon Professional Corp. 51 Riverside Gate Okotoks AB		200,000.00	0.00	0.00	1
Hopfner, Jeff	160 Bridleridge Gardens SW Calgary AB T2Y 4L4	Re: Diamond Developments	150,000.00	0.00	0.00	8
Hopfner, Terry	156 Bridleridge Gardens SW Calgary AB T2Y 4L4	Re: Diamond Developments	215,000.00	0.00	0.00	8
Keady, Alan & Janet	54 Sunset Way Priddis AB T0L 1W0		50,000.00	0.00	0.00	8
Kempenfelt Capital	302, 700 Dorval Drive OAKVILLE ON L6K 3V3	Guarantee - Bobcat	1.00	0.00	0.00	9
Linka, Dan	1456 Pennsacola Way SE Calgary AB T2A 2H5	Re: Diamond Developments	50,000.00	0.00	0.00	8
McEwan, LeeAnn	116 Cove Drive Chestermere AB T1X 1G1	Re: Diamond Developments	40,000.00	0.00	0.00	8

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 79 – Continued

LIABILITIES

Creditor	Address including postal code	Account No.	Amount of debt Unsecured	Secured	Preferred	Enter LTC
Mikuska, Steve	1407 - 88 Avenue SW Calgary AB	Re: Diamond Developments	50,000.00	0.00	0.00	8
National Student Loans Service Centre Attn: London Non-Tax Account Maintenance	Canada Revenue Agency PO Box 2517 London ON N6A 4G9		1.00	0.00	0.00	6
Nokes, Tim	c/o Stonewater Home Elements 638 Main Street Canmore AB T1W 2B5	Note	40,000.00	0.00	0.00	8
Olympia Trust Company Attn: Scott Pritchard Contingent $ = 1.00	c/o McCaffery Mudry Pritchard LLP 2200, 736 - 6th Ave. SW Calgary AB T2P 3T7		0.00	0.00	0.00	3
Oxford Land Development & Consulting Ltd. Attn: Howard Lowenstein	Fric, Lowenstein & Co. 310, 2891 Sunridge Way NE Calgary AB T2E 7T8		275,000.00	0.00	0.00	1
Semrau, Greg	31Sweetwater Place Calgary AB T3Z 3C6		40,000.00	0.00	0.00	8
Shane Homes	c/o Sugimoto & Company 204, 2635 - 37 Avenue NE Calgary AB T1Y 5Z6		68,717.80	0.00	0.00	9
Star Building Materials	2345 Alyth Rd SE Calgary AB T2G 5T8	Guarantee	22,000.00	0.00	0.00	8
Steward and Stewart	700, 603 - 7 Avenue SW Calgary AB T2P 2T5		225,000.00	0.00	0.00	9
Stewart, Foster and Eileen	c/o Stewart and Stewart 700, 603 - 7th Ave. SW Calgary AB T2P 2T5	Judgment	225,000.00	0.00	0.00	9
Telus Communications Attn: Insolvency Group Settlement Desk Donna Cameron	4519 Canada Way, 4th Flr. Burnaby BC V5G 4S4	60001197481	400.00	0.00	0.00	9
Thorpe, Ian Contingent $ = 1.00	c/o Fuocco Holdings Ltd. 18 Mt. Alberta Bay SE Calgary AB T2Z 3N7		0.00	0.00	0.00	8
VMIC Attn: Scott Pritchard Contingent $ = 1.00	c/o McCaffery Mudry Pritchard LLP 2200, 736 - 6th Ave. SW Calgary AB T2P 3T7		0.00	0.00	0.00	3
Westana Asset Management Corporation Attn: Richard (Rick) Stuparyk	201 - 9 Chippewa Road Sherwood Park AB T8A 6J7	Guarantee - ATV	1.00	0.00	0.00	9
Wickson, James & Robin Contingent $ = 1.00	111 Cranleigh Green SE Calgary AB	Registration # 101 154 028	0.00	0.00	0.00	8
Wilton, Suzanne	288 Lake Rose Crescent SE Calgary AB T2J 3M1	Guarantee	75,000.00	0.00	0.00	8

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 79 -- Continued

LIABILITIES						
Creditor	Address including postal code	Account No.	Amount of debt			Enter LTC
			Unsecured	Secured	Preferred	
WS Leasing Ltd. Attn: Collections Department	403 - 960 Quayside Drive New Westminster BC V3M 6G2	Lease - 2005 BMW M3	0.00	1.00	0.00	3
WS Leasing Ltd. Attn: Collections Department Contingent $ = 1.00	403 - 960 Quayside Drive New Westminster BC V3M 6G2	Lease - 2008 Mercedes Benz ML350	0.00	0.00	0.00	9
	TOTAL	**Unsecured**	**4,017,658.26**			
	TOTAL	**Secured**		**1.00**		
	TOTAL	**Preferred**			**0.00**	
				TOTAL	**4,017,659.26**	

Pledged Assets		
Creditor	Rank	Asset
WS Leasing Ltd.	1	Motor Vehicles - Automobile - 2005 - BMW - M3 (Lease)

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 79 – Continued

INFORMATION RELATING TO THE AFFAIRS OF THE BANKRUPT			
A. PERSONAL DATA			
1. Family name: Flemming	Given names: Harvey Gary Gender: Male	Date of birth: YYYY / MM / DD 1978/04/15	
2. Also known as:			
3. Complete address, including postal code:			
4. Marital status: (Specify month and year of event if it occurred in the last five years)	Common-law		
5. Full name of spouse or common-law partner:	Magdalena Biegun		
6. Name of present employer: Self Employed	Occupation: Construction (Self Employed)		
7A. Number of persons in household family unit, including bankrupt:	2		
7B. Number of persons 17 years of age or less:	0		
8. Have you operated a business within the last five years?	Yes		

Business Name	Business Type	From	To
Harvey Flemming	Construction	01-Dec-2011	
1476359 Alberta Ltd. o/a Aspire Homes	Construction	23-Jun-2009	08-Mar-2012
Diamond Developments & Equities Inc.	Construction	16-Jun-2007	02-Jul-2010
10543623 Alberta Ltd.	Construction	26-Jun-2003	02-Dec-2010

B. WITHIN THE 12 MONTHS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:	
9A. Sold or disposed of any of your property?	No
9B. Made payments in excess of the regular payments to creditors?	No
9C. Had any property seized by a creditor?	No
C. WITHIN FIVE YEARS PRIOR TO THE DATE OF THE INITIAL BANKRUPTCY EVENT, HAVE YOU, EITHER IN CANADA OR ELSEWHERE:	
10A. Sold or disposed of any property?	No
10B. Made any gifts to relatives or others in excess of $500?	No
D. BUDGET INFORMATION: Attach Form 65 to this Form.	
11A. Have you ever made a proposal under the Bankruptcy and Insolvency Act?	No
11B. Have you been bankrupt before, either in Canada or elsewhere?	No
12. Do you expect to receive any sums of money which are not related to your normal income, or any other property within the next 12 months? No	
13. If you answered Yes to any of questions 9, 10 and 12, provide details:	
14. Give reasons for your financial difficulties:	

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of Alberta
Division No. 02 - Calgary
Court No.
Estate No.

FORM 79 – Concluded

Business failure; personal guarantees

I, Harvey Gary Flemming of the City of Calgary in the Province of Alberta, do swear (or solemnly declare) that this statement is, to the best of my knowledge, a full, true and complete statement of my affairs on the 15th day of March 2012, and fully discloses all property and transactions of every description that is or was in my possession or that may devolve on me in accordance with the Bankruptcy and Insolvency Act.

SWORN (or SOLEMNLY DECLARED)
before me at the City of Calgary in the Province of Alberta, on
this 15th day of March 2012.

Melissa Sommerfeld, Commissioner of Oaths
For the Province of Alberta
Expires Jul. 30, 2012

Melissa Ann Sommerfeld
My Commission Expires
July 30, 2012

15-Mar-2012
Date

Harvey Gary Flemming
Bankrupt

District of	Alberta
Division No.	02 - Calgary
Court No.	
Estate No.	

- FORM 65 -

Monthly Income and Expense Statement of the Bankrupt and the Family Unit
and Information (or Amended Information) Concerning
the Financial Situation of the Individual Bankrupt
(Section 68 and Subsection 102(3) of the Act; Rule 105(4))

[X] Original [ ] Amended

In the matter of the bankruptcy of
Harvey Gary Flemming
of the City of Calgary, in the Province of Alberta
SUMMARY ADMINISTRATION

Information concerning the monthly income and expense statement of the bankrupt and the family unit, the financial situation of the bankrupt and the bankrupt's obligation to make payments required under section 68 of the Act to the estate of the bankrupt are as follows:

MONTHLY INCOME	Bankrupt	Other Members of the family unit	Total
Net employment income	2,000.00		
Net pension/Annuities	0.00		
Net child support	0.00		
Net spousal support	0.00		
Net employment insurance benefits	0.00		
Net social assistance	0.00		
Self-employment income Gross 0.00 Net	0.00		
Child tax benefit	0.00		
Other net income	0.00		
TOTAL MONTHLY INCOME	2,000.00 (1)	0.00 (2)*	
TOTAL MONTHLY INCOME OF THE FAMILY UNIT ((1) + (2))			2,000.00 (3)

MONTHLY NON- DISCRETIONARY EXPENSES	Bankrupt	Other Members of the family unit	Total
Child support payments	1,300.00		
Spousal support payments	0.00		
Child care	0.00		
Medical condition expenses	25.00		
Fines/penalties imposed by the Court	0.00		
Expenses as a condition of employment	0.00		
Debts where stay has been lifted	0.00		
Other expenses	0.00		
TOTAL MONTHLY NON-DISCRETIONARY EXPENSES	1,325.00 (4)	0.00 (5)	
TOTAL MONTHLY NON-DISCRETIONARY EXPENSES OF THE FAMILY UNIT ((4) + (5))			1,325.00 (6)
AVAILABLE MONTHLY INCOME OF THE BANKRUPT ((1) - (4))	675.00 (7)		
AVAILABLE MONTHLY INCOME OF THE FAMILY UNIT ((3) - (6))			675.00 (8)
BANKRUPT'S PORTION OF THE AVAILABLE MONTHLY INCOME OF THE FAMILY UNIT			100.00 % (9)

MONTHLY DISCRETIONARY EXPENSES: (Family unit)

Housing expenses

Rent/mortgage/hypothec	1,200.00
Property taxes/condo fees	0.00
Heating/gas/oil	0.00
Telephone	0.00
Cable	0.00
Hydro	0.00
Water	0.00
Furniture	0.00
Other	0.00

Personal expenses

Smoking	360.00
Alcohol	0.00
Dining/lunches/restaurants	0.00
Entertainment/sports	0.00
Gifts/charitable donations	0.00
Allowances	0.00
Other	15.00

Non-recoverable medical expenses

Prescriptions	0.00
Dental:	0.00
Other	0.00

Living expenses

Food/grocery	0.00
Laundry/dry cleaning	0.00
Grooming/toiletries	0.00
Clothing	0.00
Other	0.00

Transportation expenses

Car lease/payments	900.00
Repair/maintenance/gas	0.00
Public transportation	0.00
Other	0.00

Insurance expenses

Vehicle	0.00
House	0.00
Furniture/contents	0.00
Life insurance	0.00
Other	0.00

Payments

Payments to the estate	200.00
To secured creditor	0.00
(Other than mortgage and vehicle)	0.00
Other	0.00

TOTAL MONTHLY DISCRETIONARY EXPENSES (FAMILY UNIT)	2,675.00	(10)
MONTHLY SURPLUS OR (DEFICIT) FAMILY UNIT ((8) - (10))	-2,000.00	(11)

Information (or Amended Information) Concerning the Financial Situation of the Individual Bankrupt

Payments to the estate as per agreement

Number of persons in household family unit, including bankrupt: 2

Total amount bankrupt has agreed to pay monthly	200.00	(12)
Amount bankrupt has agreed to pay monthly to repurchase assets	0.00	(13)
Residual amount paid into the estate ((12) - (13))	200.00	(14)

Payments required by Directive No. 11R2 (Surplus Income)

Monthly amount required by Directive No. 11R2 (Surplus Income) based on percentage established on line (9)	0.00	(15)
Difference between amounts at lines (14) and (15)	200.00	(16)

Note:

The shortfall in the expenses is being funded by the bankrupt's spouse.
The bankrupt's spouse is not prepared to disclose her financial affairs to the Trustee.

Dated at the City of Calgary in the Province of Alberta, this 15th day of March 2012.

Hardie & Kelly inc - Trustee

206 5800 2nd Street South
Calgary AB T2H 0H2
Phone: (403) 252-1766 Fax: (403) 640-0591

Harvey Gary Flemming

Form 39
GENERAL PROXY

In the Matter of the Bankruptcy (or Proposal or consumer proposal) of ______________________________

a bankrupt (or insolvent person or a consumer debtor), I/We, ______________________________
Name of Creditor

of ______________________________
(name of city, town or village)

a creditor in the above matter, hereby appoint ______________________________
to by my (our) general proxy in the above matter except as to the receipt of dividends, with (or without) power to appoint another general proxy in his or her place.

Dated at ______________________, this __________ day of ______________________ A.D., 20____

____
(witness)

____
(individual creditor)

____
Corporate Name

____
Per

____
Name and Title of Signing Officer

CHECKLIST FOR PROOF OF CLAIM

This checklist is provided to assist you in preparing the accompanying proof of claim form and where required, proxy form in a complete and accurate manner.

GENERAL

_ The claim must be signed.
_ The signature of a witness is required.
_ The form must be signed personally by the individual completing this declaration.
_ Give the complete address where all notices or correspondence are to be forwarded.
_ The amount of the statement of account must correspond to the amount indicated on the proof of claim.

PARAGRAPH (1) OF THE PROOF OF CLAIM

_ Creditor must state full and complete legal name of company or firm.
_ If the individual completing the proof of claim is not the creditor himself, he must state his position or title, i.e. Credit Manager, Authorized Agent, Secretary,

PARAGRAPH (3) OF THE PROOF OF CLAIM

_ A detailed statement of account must be attached.
_ The statement of account must be complete.

NOTE: A detailed statement of account must be attached to the proof of claim and must show the date, the number and the amount of all the invoices or charges, together with the date, the number and amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward.

PARAGRAPH (4) OF THE PROOF OF CLAIM

_ An unsecured creditor must complete sub-paragraph (A).
_ A preferred creditor must complete sub-paragraph (A) and provide details to support priority.
_ A secured creditor must complete sub-paragraph (B) and provide a certified true copy of the security instrument as registered.
_ Farmers, Fisherman, or Aquasculturists must complete sub-paragraph (C) and provide details of the unpaid amount.

PARAGRAPH (5) OF THE PROOF OF CLAIM

_ All claimants must indicate if he/she is related to the debtor, as defined in Section 4 of the Bankruptcy and Insolvency Act, by striking out "is or is not".

PARAGRAPH (6) OF THE PROOF OF CLAIM

_ All claimants attach a detailed list of all payments or credits received or granted, as follows:
a) within the three (3) months preceding the bankruptcy or the proposal, in the case where the claimant and the debtor are not related.
b) within the twelve (12) months preceding

CHECKLIST FOR PROXY

NOTE: The Bankruptcy and Insolvency Act permits a proof of claim to be made by a duly authorized agent of a creditor but this does not give such a person power to vote at the first meeting of creditors or to act as the proxy of the creditors.

GENERAL

_ A creditor may vote either in person or by proxy.
_ A debtor may not be appointed by proxy to vote at any meeting of creditors.
_ A corporation may vote by an authorized agent at meeting of creditors.
_ In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy
_ The trustee in bankruptcy may be named to exercise proxy.

SCHEDULE "A"

- Judgment - January 9, 2012 .... $775,942.46
- Interest at 5% to March 15, 2012 .... $6,908.85
- Total: $782,851.31

COURT FILE NUMBER	1101 – 15120	[Rules 3.36 and 3.39]
COURT	QUEEN'S BENCH OF ALBERTA	Clerk's Stamp CLERK OF THE COURT FILED JAN 09 2012 JUDICIAL CENTRE OF CALGARY
JUDICIAL CENTRE	CALGARY	
PLAINTIFF(S)	910234 ALBERTA LTD.	
DEFENDANT(S)	1476359 ALBERTA LTD. and 1476359 ALBERTA LTD. carrying on business under the firm name and style of ASPIRE HOMES and the said ASPIRE HOMES and HARVEY FLEMMING and TERRY BUSZKO	
DOCUMENT	**JUDGMENT IN DEFAULT OF DEFENCE AGAINST THE DEFENDANTS HARVEY FLEMMING AND TERRY BUSZKO (RULE 3.39)**	
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**CARON & PARTNERS LLP** Barristers & Solicitors 2100, 700 - 2nd Street S.W. Calgary, Alberta T2P 2W1 **Attention: Richard J. Gilborn, Q.C.** Telephone: (403) 262-3000 Facsimile: (403) 237-0111 Email: rgilborn@caronpartners.com File No.: 27-46324-000	

The Defendants, **HARVEY FLEMMING and TERRY BUSZKO**, not having delivered any Statement of Defence or a Demand of Notice, it is this day adjudged that the Plaintiff recover against the said Defendants, **HARVEY FLEMMING and TERRY BUSZKO,** judgment for the sum of $726,626.21, plus interest calculated at the per diem rate of $657.95, as set out in paragraph 13 and 14 of the Statement of Claim and the Order – Sale to Plaintiff, filed herein, from October 27, 2011 to January 9, 2012, in the amount of $49,346.25, **for a total Judgment of $775,972.46, plus solicitor and client costs to be taxed.**

Dated at the City of Calgary, in the Province of Alberta, this 9th day of January, 2012.

Computation of Judgment

Debt	$ 726,626.21	
Interest	$ 49,346.25	(November 30, 2011 – January 5, 2012= (75 days x $657.95)
Total	$ 775,942.46	

COURT FILE NUMBER	1101 - 15120
COURT	QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF(S)	910234 ALBERTA LTD.
DEFENDANT(S)	1476359 ALBERTA LTD. and 1476359 ALBERTA LTD. carrying on business under the firm name and style of ASPIRE HOMES and the said ASPIRE HOMES and HARVEY FLEMMING and TERRY BOSZKO
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**CARON & PARTNERS LLP** Barristers & Solicitors 2100, 700 - 2nd Street S.W. Calgary, Alberta T2P 2W1 **Attention: Richard J. Gilborn, Q.C.** Telephone: (403) 262-3000 Facsimile: (403) 237-0111 Email: rgilborn@caronpartners.com File No.: 27-46234-000

AFFIDAVIT OF RICHARD J. GILBORN, Q.C.
SWORN ON JANUARY 9, 2012

I, Richard J. Gilborn, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am the solicitor for the Plaintiff.

2. No Statement of Defence has been filed or a Demand of Notice has been filed by the Defendants, Harvey Flemming and Terry Boszko

Sworn before me in the City of Calgary in the Province of Alberta, this 9th day of January, 2012. Justine Price Commissioner for Oaths in and for the Province of Alberta	))))))	RICHARD J. GILBORN, Q.C.

JUSTINE I. PRICE
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires April 17, 2013

Exhibit 19

TRICKLE CREEK
CUSTOM HOMES

TRICKLE CREEK CUSTOM HOMES
Statement Of Adjustments
Customer Name: Randy and Teresa Calmusky
Address: 27 Elveden Way SW Calgary

Total Cost of the Build Including Fee and GST	**$**	**713,383.63**
Payments to Date:		
Initial Deposit - Received January 20th 2012	$	50,000.00
March 1st Invoice - Payment received March 13th 2012	$	2,015.29
Payment - Received March 29 2012	$	65,000.00
April 1st Invoice - Payment received April 5th 2012	$	44,209.44
May 1st Invoice - Payment received May 8th 2012	$	16,998.96
June 1st Invoice - Payment received June 6th 2012	$	35,419.39
July 1st Invoice - Payment received July 5th 2012	$	73,964.71
August 1st Invoice - Payment received August 2nd 2012	$	15,349.56
Payment - Received September 11 2012	$	246,434.22
TOTAL DEPOSITS RECEIVED TO DATE	**$**	**549,391.57**
TOTAL AMOUNT DUE BEFORE POSSESSION	**$**	**163,992.06**

rcalmusky@telus.net

From: Andrea Forbes [andrea@tricklecreekhomes.ca]
Sent: September 24, 2012 12:26 PM
To: rcalmusky@telus.net
Subject: Tomorrow and Payment
Attachments: Calmusky - Statement of Adjustments.xlsx

Hi Randy,

I wanted to confirm that tomorrow at noon will still work for having your official possession day. In order to turn over keys, we will need payment in full, so the last payment for $163,992.06 is due for noon tomorrow.

Since this number of the cost to build of $713,383.63 is approximant, and we won't have the full total until all bills have been received (which can take 45 days after the house is complete) we will have the final number for the house cost to date for you early – mid November.

One question I have is the sod and tree, would you like us to proceed with booking this for completion?

Please let me know if you have any questions, and looking forward to seeing you tomorrow.

Thanks,

Andrea Forbes

O: 403-984-4400 | C: 403-926-1255 | F: 403-984-4411
E: andrea@tricklecreekhomes.ca

TRICKLE CREEK
CUSTOM HOMES

www.TrickleCreekHomes.ca
www.facebook.com/TrickleCreekHomes

Exhibit 20

Mortgage
Province of Alberta

This *Mortgage* is made

BETWEEN:

Theresa Calmusky and Randy Calmusky

the "Mortgagor" or "*you*"

- AND -

THE TORONTO-DOMINION BANK,
a Canadian chartered Bank having a branch address at
500 Edmonton City Centre East
Edmonton, Alberta, T5J 5E8

the "*Bank*"

1. The legal description of the *Property* is:
   Plan 0715416
   Block 1
   Lot 20
   Excepting thereout all mines and minerals

   (the "*Property*")

2. Collateral Security:

   The *Mortgage* is given as collateral security to the *Credit Documents*. The *Mortgage* may secure, without limitation, a revolving line of credit and readvances of credit up to the *Principal Amount*.

3. *Principal Amount*: Five Hundred Fifty Thousand and 00/100

   ($550,000.00) Dollars

4. *Interest Rate* Provisions:

   The *Interest Rate* under the *Mortgage* shall be the Prime Rate plus 10.00 % per annum, calculated half-yearly not in advance.

   "Prime Rate" means the annual interest rate (calculated monthly not in advance) that the *Bank* sets and adjusts at its discretion as the reference rate the *Bank* will charge for variable interest rate loans on prime residential properties. The current Prime Rate is available from the *Bank*'s branch offices.

5. Interest Mortgaged: Freehold X Leasehold ____

6. Permitted Encumbrances:

   071548723 Utility Right of Way; 071 548 724 Caveat

7. Other Covenants and Terms:

   (a) The Mortgagor promises and covenants to pay to the *Bank* the *Debt* and all other charges and money hereby secured and perform all *Obligations* in accordance with and subject to the terms of the *Mortgage*, including the Additional Terms attached as Schedule "A" hereto (the "Additional Terms").

   (b) Each Mortgagor covenants he or she is the registered owner of an estate in the *Property* as indicated in Paragraph 5 above, subject, however, to the registered encumbrances, liens and interests indicated in Paragraph 6 above.

(c) The Mortgagor:

(i) has good title to the *Property*;

(ii) has the right to mortgage the *Property*;

(iii) agrees that on default, the *Bank* will have quiet possession of the *Property* free from all encumbrances except Permitted Encumbrances set out in Paragraph 6 above;

(iv) will execute such further assurances of the *Property*, as may be requisite;

(v) has done no act to encumber the *Property*, except for the Permitted Encumbrances set out in Paragraph 6 above.

(d) *You* agree that the *Mortgage* includes and secures the *Principal Amount* advanced or re-advanced in whole or in part at any time as long as the *Mortgage* remains outstanding and any renewals or extensions of the *Mortgage* under any revolving, running or current account or line of credit facilities *Approved* by the *Bank* from time to time and as such *you* agree that all amounts secured by this *Mortgage* from time to time are to be treated as such. Also, *you* agree that the initial designation outlined above is subject to changes from time to time as outlined in Paragraph 2.01 of the Additional Terms.

(e) The attached Schedule "A" Additional Terms forms part of this *Mortgage*. The Mortgagor acknowledges that the *Mortgage* consists of these terms and the Additional Terms. The Mortgagor covenants and agrees to be bound by and observe and perform all of the terms and conditions of the *Mortgage*, including such Additional Terms. Each of the undersigned Mortgagors acknowledges having received a true copy of the *Mortgage*.

8. For the purposes of the *Law of Property Act* (Alberta), the *Mortgage* is :

(i) ☐ a High Ratio Mortgage; or

(ii) ☒ not a High Ratio Mortgage.

If the *Mortgage* is a High Ratio Mortgage, the following applies :

This *Mortgage* is a high ratio mortgage to which sections 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act* apply. *You* and anyone who, expressly or impliedly, assumes this *Mortgage* from *you*, could be sued for any obligation under this *Mortgage* if there is a default by *you* or a person who assumes this *Mortgage*.

And for better securing to the *Bank* the repayment in the manner set out in this *Mortgage* of the *Original Principal Amount* and *Interest* (and other amounts hereby secured), I (we) hereby mortgage to **The Toronto-Dominion Bank**, all my (our) estate and interest in the *Property*.

Each of the Mortgagors has signed this *Mortgage* this 23 day of August, 2012.

SIGNED, SEALED AND DELIVERED
in the presence of:

Theresa Calmusky (affix seal)

Randy Calmusky (affix seal)

Consent of Spouse

I, , being married to
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 said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

____
Signature of Spouse

Certificate of Acknowledgement by Spouse

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;
   (b) is aware that THE DOWER ACT gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   (c) 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 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 ____ day of ______________ (month), ____ (year).

____
A Commissioner for Oaths in and for the Province of Alberta

Affidavit

Canada — I,
Province of Alberta — of the — of
To Wit: — in the

MAKE OATH AND SAY:

1. That I am the mortgagor named in the within Instrument.
2. That I am not married
   or
   That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at ______________________________
in the Province of ______________________________
this ____ day of ______________ (month), ____ (year).

____
A Commissioner for Oaths in and for the Province of Alberta

Affidavit of Execution

Canada — I, ~~Gerald E. Masuch~~ Megan Trcka
Province of Alberta — of the City — of Calgary
To Wit: — 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, who is/are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purpose named therein.

2. That the same was executed at 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 Calgary
in the Province of Alberta
this 23 day of August (month), 2012 (year).

Shawna Billingsley
A Commissioner for Oaths in and for the Province of Alberta

Megan Trcka

Mortgage Shawna L. Billingsley
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires April 8, 2015

MARY-ELLEN KRASTEL
A Commissioner for Oaths in and for the Province of Alberta
My Commission Expires June 2, 2014

THE LAND TITLES ACT

DATED August , 2012 A.D.

Theresa Calmusky and Randy Calmusky

TO

THE TORONTO-DOMINION BANK

MORTGAGE

Schedule "A"
Additional Terms
The Toronto-Dominion Bank

The following Additional Terms form a part of *your Mortgage*.

While these Additional Terms use common words, some words have a precise, particular meaning. These words are italicized. Definitions of the italicized words that are used in these Additional Terms may be found in Article 7. All other words have their ordinary meanings.

TABLE OF CONTENTS

ARTICLE 1
MORTGAGE AND PROMISES

1.01 You Give your Property as Security.

In return for the *Bank* agreeing to loan money to *you* or to loan money to someone else when *you* guarantee payment, *you* agree as follows:

(a) if *you* are the owner of the *Property*, *you* mortgage and charge *your* entire interest in the *Property* to the *Bank*;

(b) if the *Property* includes *Leased Property you* mortgage and charge the *Leased Property* to the *Bank* as security as set out in Section 4.02; .

(c) the *Mortgage* is given to secure repayment of all *Debt* under all *Credit Documents* and all Costs and to secure performance and satisfaction by *you* of all other *Obligations*.

1.02 Your Promises to the Bank.

You promise and confirm that:

(a) *you* will pay all of the *Debt* to the *Bank* and perform all of the other *Obligations* as provided in the *Mortgage* and the *Credit Documents*;

(b) *you* are the lawful owner of the *Property* and no other person owns all or part of the *Property* (unless the *Property* is *Leased Property*);

(c) *you* have the right to give the *Mortgage* to the *Bank* and charge the *Property* in favour of the *Bank*;

(d) if *you* do not pay the *Debt* to the *Bank* or perform *your* other *Obligations* as provided in the *Mortgage* and the *Credit Documents*, the *Bank* may, at its discretion, take possession of the *Property* free from any interference by *you* or anyone else living on the *Property* and free from any interests, encumbrances, limitations or restrictions other than those that the *Bank* has *Approved*;

(e) there are no limitations or restrictions to *your* title to the *Property* except those *you* have disclosed to the *Bank* in writing and the *Bank* has *Approved*;

(f) *you* will, at *your* expense, sign any other documents and take any further action that the *Bank* requests in order to ensure that *your* entire interest in the *Property* has been charged to the *Bank* and that the *Debt* is adequately secured by the *Property* and the *Mortgage*; and

(g) if the *Mortgage* is not a first mortgage on the *Property*, *you* agree not to increase the principal amount owing under any prior mortgage or to re-borrow any amount repaid under a prior mortgage without the *Approval* of the *Bank* unless the prior mortgage is held by the *Bank*. The *Bank* may withhold its *Approval* for any reason. *You* promise not to default under any prior mortgage. *You* consent to the *Bank* giving notice to the holder of the other mortgage of the existence of this *Mortgage* and of all of the terms of this Mortgage and the *Credit Documents*.

1.03 Redemption.

When the *Bank* has delivered a discharge of the *Mortgage* to *you*, the *Mortgage* will no longer have any effect, and the *Bank*'s interest in the *Property* will automatically return to *you*.

ARTICLE 2
GENERAL PROVISIONS

2.01 Changes to Debt.

At *your* request and if the *Bank Approves*, the *Mortgage* will secure any future loans, lines of credit and advances to *you* only if the *Credit Documents* indicate that they are to be secured by the *Property*. The *Mortgage* will continue to secure all of the *Debt*, *Costs* and other *Obligations* and *you* will continue to be liable for all of the *Debt*, *Costs* and other *Obligations* even if one or more of the following occurs:

(a) the *Bank* advances additional money secured by the *Mortgage* or readvances money that *you* have repaid under the *Mortgage*;

(b) the amount of the *Debt* increases or decreases, or if the *Debt* is reduced to zero and then increases;

(c) the documents that evidence the *Debt* change, or are replaced; for example if some *Credit Documents* are replaced by others - even if the new *Credit Documents* given by *you* have additional persons or fewer persons promising to pay the amount owing;

(d) the *Bank* increases or reduces the monetary amount of any credit available to *you*;

(e) the form of the *Debt* changes in any way;

(f) the *Mortgage* secures more than one type of loan, line of credit or other indebtedness contained in the *Credit Documents*; or

(g) the terms applicable to the *Debt* are changed, for example if the *Interest Rate* changes or if the *Debt* or a portion of the *Debt* is renewed or extended.

2.02 Application of Payments.

If *you* are in default under any of *your Obligations*, the *Bank* may, subject to the terms of any particular Credit Document, apply any payments made by *you* to any one or more loan, line of credit or other indebtedness contained in the *Credit Documents* as the *Bank* may decide in its discretion.

2.03 Place of Payment.

You agree to repay the *Debt* to the *Bank* at its head office in Toronto, Ontario or any other place *Approved* by the *Bank*.

2.04 Time of Payment.

Any payment that is due on a day that is not a *Business Day* must be made on the *Business Day* immediately preceding the due date. Payments received after 2:00 p.m. (Mountain Standard Time or Mountain Daylight Time, as applicable) will be considered to have been made on the next *Business Day* unless the *Bank* is able to process and apply such payments on the same day.

2.05 Failure to Pay or Perform Obligations.

If *you* fail to pay any part of the *Debt* when it is due or if *you* do not perform any of *your Obligations* when required, then, at the *Bank's* option, all of the *Debt* will immediately become payable. If *you* default under any prior mortgage (as mentioned in Section 1.02(g)), that default will be a default under the *Mortgage*.

2.06 Costs.

All *Costs* incurred by the *Bank* will be immediately payable by *you*, bear *Interest* at the highest *Interest Rate* and form part of the *Debt*. See Article 7 for the definition of *Costs*.

2.07 Advances under the Mortgage.

The *Bank* may decide, for any reason, that it will not advance all or any part of the *Principal Amount* even if the *Mortgage* has been registered and whether or not any part of the *Principal Amount* has previously been advanced to *you*. Even though the *Bank* has not advanced any money, the *Mortgage* will still secure *Costs*.

2.08 Repayment.

(a) *You* will pay *Interest* to the *Bank* on the *Debt* at the interest rate and on the terms set out in the *Credit Documents*.

(b) If any payment is late, *you* will pay the *Bank* additional *Interest* as set out in the *Credit Documents*.

2.09 Prepayment.

The *Debt* may only be prepaid as set out in the *Credit Documents*.

2.10 Other Terms.

Other terms applicable to the *Mortgage* and the *Debt* are set out in the *Credit Documents*.

ARTICLE 3
OTHER PROVISIONS AFFECTING THE MORTGAGE

3.01 Sale or Transfer of Property.

If *you Convey* the *Property* or any interest in the *Property* to anyone (in this Section a *"Purchaser"*), and the *Purchaser* has not:

a) applied for and received the *Bank's Approval* to assume the Mortgage and the *Credit Documents*; and

b) signed an assumption agreement and any other documents *Approved* by the *Bank*;

then the *Bank* may demand repayment of the *Debt* by notice in writing, upon which the *Debt* will become immediately payable. The applicable prepayment provisions in the *Credit Documents* will continue to apply to any repayment by a *Purchaser*. No change in the ownership of the *Property* or any agreement between the *Bank* and a *Purchaser* will in any way affect or prejudice the *Bank's* rights against *you* or any other person liable for payment of the *Debt*. The *Bank* may enter into agreements with a *Purchaser* without notice to *you* and without *your Approval*. Except with the *Bank's Approval*, *you* will not be released from *your Obligations*, even if the *Bank* accepts money from a *Purchaser* or a *Purchaser* agrees with the *Bank*, with or without notice to *you*, to assume, renew, extend or amend the *Credit Documents*.

3.02 Assignment of Leases.

As additional security for *your* performance of the *Obligations*, *you* agree to assign to the *Bank* from time to time, immediately on its request, any lease of the whole or any part of the *Property* that *you* enter into as landlord. Any assignment must be in a form acceptable to the *Bank*. *You* will deliver to the *Bank* executed copies of all leases of the *Property* at the *Bank's* request. *You* will comply with all of the landlord's obligations in any lease assigned by *you* to the *Bank*. *You* agree that none of the *Bank's* rights or remedies under the *Mortgage* will be delayed, hindered or prejudiced by these assignments.

3.03 Assignment of Rents.

You agree with the *Bank* as follows:

(a) For the purposes of this Section the term "leases" includes agreements to lease, tenancy agreements, licenses and occupancy agreements.

(b) *You* hereby assign to the *Bank* all rents payable from time to time under all present and future leases of all or any part of the *Property*; *you* also assign the *Bank* the benefit of all other tenants' obligations under those leases.

(c) As soon as *you* enter into any lease of the *Property you* will, if requested by the *Bank*, execute and deliver to the *Bank* an assignment in the *Bank*'s usual form of all rents payable under that lease and the benefit of all other tenants' obligations under that lease. *You* will also execute and deliver to the *Bank* any other documents that the *Bank* determines are necessary to make the assignment effective.

(d) Nothing in the *Mortgage*, or in the assignments referred to in this Section, will make the *Bank* responsible for the collection of rents payable under any lease of the *Property* or for the performance of any other obligations in any lease.

(e) The *Bank* will not be considered a mortgagee in possession or landlord of the *Property* because of any assignment referred to in this Article.

(f) The *Bank* only has to account for rent that the *Bank* actually receives (less reasonable collection charges) and the *Bank* may apply those rents to repayment of the *Debt* in any manner that the *Bank* in its discretion determines.

3.04 Payments the Bank may Make.

The *Bank* may pay any rents or satisfy any present or future *Taxes*, mortgages, rates, charges, *Common Expenses* or other similar liabilities or interests in the *Property*. These amounts, when paid by the *Bank*, form part of the *Debt*.

3.05 Taxes.

You will pay all *Taxes* on the *Property* promptly as they fall due. If the *Bank* requests evidence of payment of *Taxes*, *you* will immediately provide the *Bank* with evidence satisfactory to the *Bank* that *you* have paid all *Taxes*. If *you* do not provide the *Bank* with this evidence the *Bank* may obtain it directly from the municipality or other taxing authority. Any charge the *Bank* incurs to obtain this evidence will be added to the *Debt* and is payable by *you* immediately. *You* hereby authorize the municipality or other taxing authority to release all tax information on the *Property* to the *Bank*.

3.06 Repair and Maintenance of the Property.

You agree as follows:

(a) *You* will keep the *Property* in good condition and repair and *you* will not do anything that will diminish the value of the *Property*.

(b) *You* will not change the use of the *Property*.

(c) The *Bank* or any insurer of the *Mortgage* may, whenever they deem it necessary, enter and inspect the *Property* and conduct any environmental testing, site assessment, investigation or study that the *Bank* or any insurer thinks is necessary. *You* will pay the *Bank* on demand the reasonable *Costs* of those inspections, investigations, assessments, studies and testing.

(d) *You* will promptly, at *your* own cost, comply with all *Laws* concerning the *Property*. At *your* own cost *you* will make all improvements or alterations to the *Property* that may be required at any time by any *Law*.

3.07 The Bank's Rights During Construction.

(a) Before commencing any construction on the *Property you* will have all plans and specifications *Approved* by the *Bank*.

(b) If at any time

(i) any construction on the *Property* remains unfinished and without any work being done on it for more than ten (10) consecutive days;

(ii) *you* deviate from any plans that have been *Approved* by the *Bank*;

(iii) *you* deviate from the generally accepted local standards of construction; or

(iv) *you* allow a builders' lien to be registered against the *Property* for more than thirty (30) days, then the *Bank* may, without becoming a mortgagee in possession, enter the *Property* and do all work necessary to protect the *Property* from deterioration. The *Bank* may complete any construction on the *Property* in accordance with plans and specifications that have been *Approved* by the *Bank* or otherwise as the *Bank* in its discretion determines. In completing construction the *Bank* may use and have exclusive possession of all materials and equipment on the *Property* without any interference from *you*. The *Bank* may also pay the amount of any lien and add that amount to the *Debt*.

3.08 Insurance.

(a) As long as any *Obligations* are outstanding, *you* will, at *your* expense, take out and keep in force insurance on the *Property*. *You* will keep the *Property* insured against loss or damage in an amount equal to not less than the full replacement value of the *Property* pursuant to a mortgage endorsement issued by *your* insurer for the *Property*. The risks against which *you* must insure include fire, extended perils, tempest, tornado, cyclone, lightning, wind, storm, hail, explosion, riot, impact by aircraft or vehicle, smoke damage, other risks covered by a standard extended coverage insurance policy and any other risks and hazards that the *Bank* may from time to time require. *You* will ensure that the *Bank* is sent copies of all notices sent to *you* about this insurance. If the *Property* is a condominium unit, *you* will ensure that the *Condominium Corporation* takes out and keeps this insurance in force.

(b) As long as any *Obligations* are outstanding, if a sprinkler system, a steam boiler or any apparatus operating or operated by steam is installed in or operated on the *Property*, *you* will insure the buildings on the *Property* against loss or damage caused by any bursting, explosion or defect in the sprinkler system, boiler or apparatus to the full replacement value of the *Property*.

(c) All insurance policies must provide that any loss will be payable to the *Bank* as its interest may appear and must contain the standard mortgage clause *Approved* by the *Bank*.

(d) The *Bank* may require any insurance on the *Property* to be cancelled and new insurance taken out with an insurance company *Approved* by the *Bank* (and *Approved* by the landlord under the *Lease* if the *Property* is a *Leased Property* and if required by the *Lease*). The *Bank* may, without consulting *you*, take out any insurance on the *Property* if the *Bank* has not received proof of coverage satisfactory to it.

(e) *You* agree that *you* will deliver certificates of insurance or, if required by the *Bank*, certified copies of insurance policies as soon as possible after placing the required insurance.

(f) All policies must contain an undertaking by the insurer to notify the *Bank* in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew or termination of any policy.

(g) If *you* fail to take out or to keep in force any insurance policy, or if any insurance policy is not *Approved* by the *Bank*, and if *you* do not rectify the situation within seven (7) days after written notice from the *Bank*, or if *you* have failed to meet any of *your* other *Obligations*, the *Bank* may take out insurance under an individual policy or the Property may be insured under a blanket insurance policy issued to the *Bank*. In each case, the cost of such insurance will be *your* expense. The *Bank* is under no obligation to insure the *Property* or to insure the *Property* for more than the *Debt*.

(h) If the *Bank* pays any premiums for insuring the *Property*, the amount of any payments will be added to the *Debt* and will be payable immediately.

(i) When the *Bank* requests it, *you* will provide the *Bank* with satisfactory evidence of the insurance required under this Section and proof that the premiums for that insurance have been paid. *You* must also provide the *Bank* with satisfactory evidence of the renewal of all insurance policies at least fifteen (15) days before the termination of each policy.

(j) The *Bank* in its discretion may require that all insurance proceeds be paid to the *Bank*, to *you* or to any other person appearing by the records of the Land Titles Office to be or to have been the owner of the *Property*. The proceeds may also be paid partly in one way and partly in another, or they may be applied, in the *Bank*'s sole discretion, in whole or in part to repay the *Debt* even if the *Debt* is not yet due. The *Bank* may in its discretion instead require that the insurance proceeds be applied to rebuilding or repairing the *Property*. If the *Property* is a *Leased Property*, the insurance proceeds will be applied to rebuilding or repairing the *Property*, if required by the *Lease*.

(k) All policies of insurance must show any loss payable (i) to the *Bank*, (ii) to a trustee *Approved* by the *Bank* pursuant to an insurance trust agreement *Approved* by the *Bank* or (iii) to both (if the *Property* is a condominium unit). The terms of any insurance trust agreement may not, once *Approved* by the *Bank*, be altered without the *Bank*'s further *Approval*.

(l) The *Mortgage* also charges all insurance proceeds as security for the *Obligations*. If the *Property* is a condominium unit, the *Mortgage* also charges *your* interest in the insurance trust mentioned in Subsection 3.08(k) and any insurance proceeds relating to the *Property* held by the trustee.

(m) If the *Property* is a condominium unit, *you* will ensure that the *Condominium Corporation* will at all times comply with the terms of all insurance policies and the insurance provisions of the by-laws of the *Condominium Corporation* and any insurance trust agreement. *You* will also ensure that the insurance taken out by the *Condominium Corporation* complies with the *Obligations* of this Section. Finally, *you* will ensure that the *Condominium Corporation* assigns and delivers to the *Bank* certificates of insurance or, if required by the *Bank*, certified copies of each insurance policy, as soon as possible after placing the required insurance.

(n) If there is any loss or damage, *you* must furnish at *your* own expense all necessary proofs and do all necessary acts to enable the *Bank* to obtain payment of the insurance proceeds. Production of the *Mortgage* will be sufficient authority for the insurer to pay any loss to the *Bank*.

(o) The insurance provisions of this Section apply to all buildings, structures and improvements on the *Property* whenever built and during construction.

3.09 Subdivision, Release and Replacement of Property.

You agree as follows:

(a) The *Mortgage* charges every part or lot into which the *Property* is or may be divided for all of the *Debt, Costs* and other *Obligations*. No person will have any right to require the *Debt, Costs* or other *Obligations* to be apportioned with respect to any part or lot.

(b) At any time before or after the *Mortgage* is registered, the *Bank* may take other security, take evidence of indebtedness or obtain additional promises of payment. None of these actions will affect the *Bank's* rights under the *Mortgage* or limit the liability of any person who is liable under the *Mortgage* or any *Guarantor*.

(c) The *Bank* may from time to time release or discharge the *Property*, any part of the *Property*, any other security the *Bank* has taken, or any *Guarantor*, on any terms that the *Bank* thinks proper. At any time, without notice to any person or without the consent of any person, the *Bank* may make a settlement, extension or variation in the terms of any *Obligation*. No release, discharge, settlement, extension or variation in terms, nor any carelessness or neglect by the Bank in asserting its rights, the loss by operation of *Law* of any right the *Bank* has against *you* or any other person, or the loss or destruction of any security, will in any way release, diminish or prejudice its security against any undischarged *Property*. Similarly, no such action will release or prejudice any of the *Obligations* or release or diminish *your* liability or the liability of any *Guarantor* so long as any *Obligation* remains unpaid. No security or *Guarantor* will be released or discharged except by a written release or discharge executed by the *Bank*.

3:10 Change of Control.

If *you* are a corporation and *you Convey* any interest in *your* issued and outstanding shares so that there is a change in *your* effective voting control without the *Bank's Approval*, then the *Bank* may exercise any of the remedies set out in Article 5. The *Bank's Approval* may be withheld in its unqualified subjective discretion.

3.11 Servicing Fees.

The *Bank* may charge a reasonable servicing fee to process each application for *Approval* contemplated by this Article. This servicing fee will be payable immediately upon demand and will form part of the *Debt*.

3.12 Repayment of Payments Made by the Bank.

Any payments made by the *Bank* under this Article will be added to the *Debt*, are payable by *you* immediately and will bear *Interest* until repaid in full.

ARTICLE 4
PROVISIONS FOR SPECIFIC TYPES OF PROPERTIES

4.01 Additional Promises for Leased Property.

If the *Property* is a *Leased Property*, *you* promise and confirm to the *Bank* that:

(a) *you* own *your* leasehold interest in the *Property*;

(b) *you* have the right to mortgage or charge the *Lease* and sublet the *Leased Property* to the *Bank*; if required under the *Lease*, *you* have obtained the landlord's consent to the *Mortgage*;

(c) neither *you* nor any other person has mortgaged or otherwise encumbered the *Lease* or *your* rights under the *Lease*;

(d) the *Lease* is a valid, existing lease and has not been amended except as *you* have advised the *Bank* in writing; *you* have paid the rent and performed *your* obligations under the *Lease* up to the date *you* signed the *Mortgage* and there is no default under the *Lease*;

(e) *you* will not amend, surrender or terminate the *Lease* without the *Bank's* prior *Approval*;

(f) *you* will pay the rent under the *Lease* and perform *your* obligations under the *Lease* as long as any *Obligations* are outstanding;

(g) *you* will provide the *Bank* with any notice of default under the *Lease* that *you* receive; and

(h) *you* will indemnify the *Bank* from all actions, claims and demands relating to defaults under the *Lease*;

4.02 Additional Provisions for Leased Property.

If the *Property* is a *Leased Property*, the following provisions apply:

(a) *You* mortgage and charge the *Leased Property* to the *Bank* as security only and not as a complete assignment of *your* interest. *You* sublease the *Leased Property* to the *Bank* to the extent required by *Law* for the charge to be effective for the remainder of the term of the *Lease*, except for the last day of the term of the *Lease* (including the last day of any renewal). *You* hold all other rights under the *Lease* in trust for the *Bank*, including the last day of the term, and any right of renewal or right to purchase.

(b) *You* hereby irrevocably appoint the *Bank* as *your* agent. If there is default under the *Mortgage*, the *Bank* may, as *your* agent, assign the *Lease* and the last day of the term of the *Lease* as the *Bank* may determine in its discretion. If the *Bank* sells the *Leased Property* pursuant to Article 5, the *Bank* may assign *your* interest in the *Lease* to a purchaser. The *Bank* may at any time remove *you* or any other person from being a trustee of the *Lease* under the trust set out in Subsection 4.02(a) and appoint a new trustee in *your* place.

(c) At the *Bank's* request, but at *your* cost, *you* will assign to the *Bank* the last day of the term of the *Lease* or any renewal or substituted term.

(d) If *you* neglect or refuse to renew the *Lease* then the *Bank* may renew the *Lease* in its own name so that the *Lease* will continue to be security for the *Mortgage*.

(e) If *you* have not performed *your Obligations* for fifteen (15) days, the *Bank* may, on at least thirty-five (35) days written notice to *you*, assign the *Lease*. Any assignment may be on the terms set out in Subsection 5.01(h) of these Additional Terms.

(f) No sale or other dealing by *you* with the *Lease* or the *Leased Property* and no extension of time given by the *Bank* to *you*, or anyone claiming under *you*, or any dealing by the *Bank* with the landlord or the *Lease*, will in any way affect or prejudice the *Bank's* rights against *you* or any other person liable to repay the *Debt*.

(g) If *you* acquire any additional interest in the *Leased Property*, then by the *Mortgage you* charge that additional interest to the *Bank* without *you* or the *Bank* having to do anything further.

4.03 Additional Promises if the Property is a Condominium Unit.

(a) *You* promise to perform all of *your* obligations under the *Condominium Property Act* and under the by-laws and the rules of the *Condominium Corporation*. Any breach of those obligations will constitute a default under the *Mortgage*. In addition, the following provisions apply:

(i) *You* will pay promptly when due *your* contribution to *Common Expenses*.

(ii) *You* will provide the *Bank* immediately on request with satisfactory evidence that *your* contribution to *Common Expenses* has been paid.

(iii) The *Bank* may deduct from any advance of the *Principal Amount* the amount of *your* contribution to *Common Expenses* that are payable and are unpaid at the date of that advance.

(iv) If the *Bank* requests, *you* will give it copies of all notices, financial statements, reserve fund studies and other documents from time to time given to *you* by the *Condominium Corporation*.

(v) If the *Bank* gives *you* notice, *you* will pay the amount necessary to pay *your* contribution to *Common Expenses* to the *Bank*. The *Bank* will remit all sums to the *Condominium Corporation* on *your* behalf.

(b) *You* irrevocably authorize the *Bank* to exercise *your* right to vote or to consent in all matters relating to the affairs of the *Condominium Corporation*, provided that:

(i) the *Bank* will only exercise *your* right to vote or consent if the *Bank* has given *you* and the *Condominium Corporation* the notice required by the *Condominium Property Act* that the *Bank* intends to exercise this right;

(ii) the *Bank* is not under any obligation to vote or consent;

(iii) in voting or consenting the *Bank* is not obligated to protect *your* interests, but may vote or consent as the *Bank* in its discretion determines; and

(iv) if the *Bank* votes or consents the *Bank* is not a mortgagee in possession.

4.04 National Housing Act

If the mortgage is Canada Mortgage and Housing Canada insured, it is made according to the *National Housing Act*.

4.05 Law of Property Act (Alberta)

If this *mortgage* is a high ratio mortgage, then sections 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act* apply. *You* and anyone who, expressly or impliedly, assumes this *mortgage* from *you*, could be sued for any obligations under this *mortgage* if there is a *default* by *you* or by a person who assumes this *mortgage*.

ARTICLE 5
ENFORCEMENT

5.01 Enforcing the Bank's Rights.

If *you* do not comply with any of *your Obligations*, the *Bank* may exercise any one or more of the remedies listed below in any order that the *Bank* chooses:

(a) **Immediate Payment.**

The *Bank* may, at its option without notice to *you*, require all *Debt* to be paid to the *Bank* immediately.

(b) **Legal Action.**

The *Bank* may take whatever legal action is necessary to collect all or part of the *Debt*. This legal action may include suing *you* for the *Debt*.

(c) **Personal Property.**

The *Bank* may enter the *Property* and distrain against (i.e. seize and sell) any personal property owned by *you* to repay all or part of the *Debt*.

(d) **Take Possession of the Property.**

The *Bank* may take and keep possession of the *Property*, collect rents from it and manage or lease the *Property* or any part of it. Before the *Bank* takes possession of the *Property*, the *Bank* can ask *you* to leave the *Property* with all *your* belongings and if *you* do not do so the Courts of Alberta will order *you* to leave. If *you* refuse to do so the Court will have *you* forcibly removed. If *you* have not removed *your* personal belongings from the *Property* before the *Bank* takes possession, *you* authorize the *Bank* to remove and dispose of *your* belongings in any manner that the *Bank*, in its absolute discretion, deems appropriate, without notice to *you*. The *Bank* will have no liability for moving, disposing or storing those belongings. *You* will be responsible for all *Costs* incurred by the *Bank* in dealing with those belongings. These *Costs* will be added to the *Debt*.

(e) **Lease the Property.**

The *Bank* may take possession of the *Property* and lease it on any terms that the *Bank* determines in its discretion without notice to *you*. The *Bank* may apply the net proceeds of any lease to reduce the *Debt*. If the net proceeds do not pay all of the *Debt you* must immediately pay the *Bank* the difference.

(f) **Foreclosure.**

The *Bank* may take court proceedings to foreclose *your* interest in the *Property*. If the *Bank* obtains a final order of foreclosure, *your* interest in the *Property* will belong to the *Bank* and *you* will have no further interest in the *Property*.

(g) **Judicial Sale.**

The *Bank* may ask the court to order a sale of the *Property*, under the court's supervision. If the amount the *Bank* receives from the sale of the *Property* is less than the *Debt you* must immediately pay the *Bank* the difference.

(h) **Power of Sale.**

If any default continues for at least fifteen (15) days the *Bank* may sell the *Property* or any part of it. Any sale may be for cash or on credit, or partly for cash and partly on credit, by private sale or public auction and on any terms that the *Bank* determines in its discretion. The *Bank* will apply the net proceeds of any sale to reduce the *Debt*. If the net proceeds do not pay all of the *Debt you* must immediately pay the *Bank* the difference. The exercise by the *Bank* of its power of sale does not preclude the *Bank* from any further exercise of its power of sale in accordance with this Section. *You* hereby irrevocably appoint the *Bank* as *your* attorney to execute all necessary documents to sell the *Property*.

(i) **Cure any Defaults.**

The *Bank* may, but is not obligated to, cure any of *your* defaults under the *Mortgage* at *your* expense, and generally take any other steps or proceedings against *you* as are permitted by *Law*. *You* will immediately pay the *Bank* any money it spends or is obligated to spend in curing any defaults. The *Bank* may add any money it has spent curing *your* defaults to the *Debt*. In order to cure any defaults the *Bank* may enter on the *Property* as often as necessary. If the *Bank* enters the *Property* it will not be a mortgagee in possession.

5.02 Other Defaults.

The *Bank* may also exercise its remedies under this Article if any one or more of the following occurs:

(a) if the *Property* is the subject of a restraint order under the *Controlled Drugs and Substances Act* or a similar order under any *Law*;

(b) if *you* have ever used the *Property* for any purpose that is in violation of the *Controlled Drugs and Substances Act* or any similar *Law*; or

(c) if *you* have made any material misrepresentation to the *Bank* in connection with the *Mortgage* or the *Credit Documents*.

5.03 Costs of Proceedings.

The *Costs* of any sale or foreclosure proceedings, whether or not the sale or foreclosure is completed, or any *Costs* that the *Bank* incurs in taking or keeping possession of the *Property* or enforcing its remedies under the *Mortgage*, are immediately payable by *you* whether or not any actual proceeding has commenced.

5.04 Appointment of Receiver.

If *you* do not comply with any of *your Obligations*, the *Bank* may appoint a *Receiver* on any terms (including remuneration) that the *Bank* thinks are reasonable. The *Bank* may also remove any *Receiver* and appoint another *Receiver*. The following provisions apply:

(a) The *Receiver* will be *your* agent, not the *Bank's*; *you* alone will be responsible for any of the *Receiver's* acts or omissions. The *Bank* will not be responsible for any misconduct or negligence of the *Receiver*.

(b) Any *Receiver* may or may not be the *Bank's* officer or employee.

(c) Appointing a *Receiver* will not constitute the *Bank* a mortgagee in possession.

(d) From the income collected, the *Receiver* may pay all *Taxes*, insurance premiums and other expenses required to keep the *Property* in good condition; pay its own fees as *Receiver*; pay all amounts required to keep any mortgages or other interests ranking in priority to the *Mortgage* in good standing; pay *Interest*; and pay all or any part of the *Debt*, whether due or not.

(e) The *Bank* is not accountable for any money received by the *Receiver* except to the extent that the *Bank* actually receives that money.

(f) The *Receiver* may do any one or more of the following:

(i) use every right or remedy that the *Bank* has under the *Mortgage* to collect the income from the *Property*, take possession of all or part of the *Property*, manage the *Property* and keep the *Property* in good condition;

(ii) manage any business conducted on the *Property*;

(iii) lease all or any portion of the *Property*, and for this purpose enter into contracts in *your* name that will be binding on *you*;

(iv) sell the *Property*;

(v) arrange for the repair and maintenance of the *Property*; arrange to complete any construction on the *Property*; arrange for construction of leasehold improvements. The *Receiver* may register plans of subdivision and declarations and descriptions for the *Property*. The *Receiver* may also take possession of and use any materials, supplies, plans, tools or equipment on the *Property*; and

(vi) borrow money on the security of the *Property* in priority to the *Mortgage*.

(g) The rights and powers in this Section are supplemental to any other rights and powers that the *Bank* may have.

5.05 Court Appointed Receiver.

The *Bank* may ask the Court to appoint a *Receiver*, or confirm the appointment of a *Receiver*, of the *Property*. The terms of the appointment of this *Receiver* will be as the Court determines.

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.01 Judgments.

If the *Bank* obtains a judgment because of *your* default in any *Obligation*, that judgment will not operate as a merger of any *Obligation* or affect the *Bank's* right to *Interest*. Any judgment will provide that *Interest* is to be computed at the same rate and in the same manner as set out in the *Credit Documents* until the judgment is fully paid.

6.02 Costs of Dishonoured Payments.

If any cheque *you* have given the *Bank* is not honoured, or if any automatic deduction is not processed, *you* must pay the *Bank's* then current standard administration fee for each cheque that is dishonoured or payment that is not processed. The *Bank's* standard administration fee represents a reasonable estimate of the damages the *Bank* will suffer because the cheque is dishonoured or the payment is not processed. This sum will be added to the *Debt* from the date the cheque is dishonoured or the payment not processed.

6.03 Discharge.

When *you* have paid the *Debt* in full and performed all of *your* other *Obligations*, the *Bank* will, if requested by *you*, sign a discharge of the *Mortgage*. The *Bank* will have a reasonable time to prepare and sign the discharge. Registration and the costs of registration of any discharge will be *your* responsibility. If the *Bank* registers the discharge, *you* will pay any government fee that the *Bank* incurs for registration.

6.04 Conflict.

If there is any conflict between the terms of the *Mortgage* and the terms of the *Credit Documents*, the *Credit Documents* will prevail.

6.05 Notices by the Bank.

(a) Unless otherwise stated in the *Mortgage*, if the *Mortgage* allows or requires the *Bank* to make a demand on, give a notice or consent to or make a request of any person (including *you*), the *Bank* may make the demand, give the notice or consent or make the request, in any one or more of the following ways, at the *Bank's* sole discretion:

(i) by delivering it personally to the person (if the person is a corporation, by delivering it personally to a director, officer or employee of the corporation);

(ii) by transmitting it by facsimile to the person;

(iii) by transmitting it via e-mail to the person (if the person is a corporation, by transmitting it via e-mail to a director, officer or employee of the corporation);

(iv) by mailing it by prepaid registered mail addressed to the person at the person's last known address; or

(v) by transmitting it by any other means as the *Bank Approves* in writing in advance.

(b) Unless otherwise stated in the *Mortgage*, notice will be regarded as received:

(i) when it is personally delivered to the person or to the director, officer or employee of the corporation;

(ii) on the day of the facsimile transmission or, if that day is not a *Business Day*, on the first *Business Day* after the facsimile transmission;

(iii) on the first *Business Day* after the e-mail to the person or to the director, officer or employee of the corporation;

(iv) five (5) days after the date of mailing, whether the person receives it or not; or

(v) on any other date as the *Bank* advises *you* when it advises *you* of an alternative method of notice pursuant to Paragraph 6.05(a)(v).

6.06 Notices by You.

(a) Any notice that *you* give the *Bank* must be by one of the following methods:

(i) registered mail, postage prepaid to the address on the *Mortgage*;

(ii) personal delivery to the manager of the branch of the *Bank* that administers the *Mortgage*; or

(iii) any other method that the *Bank Approves* in advance.

(b) Unless otherwise agreed to by *you* and the *Bank* notice will be deemed to be received:

(i) five (5) days after mailing by registered mail;

(ii) when personally delivered to the branch manager; or

(iii) on any other date the *Bank* advises *you* when it advises *you* of an alternative method of notice.

6.07 Number.

Words in the singular include the plural and words in the plural include the singular.

6.08 Who is Bound.

The *Mortgage* is binding on *you*, *your* legal and personal representatives, *your* heirs, *your* successors and *your* assigns. The *Mortgage* is binding on the *Bank*, on its successors and on anyone to whom the *Bank* may transfer the *Mortgage*.

6.09 Consents and Disclosure.

(a) *You* consent to the *Bank* transferring, selling or assigning the *Debt*, the benefit of all other *Obligations*, the *Mortgage* and all of its rights under the *Mortgage*;

(b) If the *Bank* does so, it may disclose information about *you*, the *Mortgage* and the *Debt* to anyone to whom the *Bank* transfers, sells or assigns its rights;

(c) The *Bank* may also disclose information about *you*, the *Mortgage* and the *Debt* to an insurer or other third party from whom the *Bank* may obtain benefits that protect its security;

(d) *You* consent to insurers and other third parties that provide benefits or services to the *Bank* for the *Mortgage* obtaining information about *you* from credit bureaus and other lenders to evaluate *you* and the *Mortgage*.

6.10 Partial Invalidity.

If any provision of the *Mortgage* is found to be invalid or unenforceable, the validity and enforceability of all other provisions in the *Mortgage* will not be affected.

6.11 Liability.

If two or more persons are liable under the *Mortgage* their liability is both joint and several (that is, they are each liable for the full performance of all *Obligations*).

6.12 Telephone Calls.

You agree that the *Bank* may tape any telephone calls to ensure quality service and to confirm *your* discussions with the *Bank* and any of its employees.

6.13 Governing Law.

The *Mortgage* shall be governed by the *Laws* of Alberta and the applicable federal *Laws* of Canada. *You* submit to the jurisdiction of the courts of Alberta with respect to the *Mortgage*.

6.14 Statute References.

A reference in the *Mortgage* to a statute includes the statute and all regulations thereunder, as the same may be amended or replaced.

"*Debt*" means all present and future amounts owing by *you* to the *Bank*, including *Interest*, pursuant to a line of credit agreement, loan agreement, guarantee or any other document that *you* have agreed will be secured by the *Property*. Without limiting the previous sentence, *Debt* includes any debt, past, present or future, direct or indirect, absolute or contingent, matured or not, remaining unpaid by *you* to the *Bank*, in any currency, whether arising from dealings between *you* and the *Bank* or from any other dealings or proceedings by which the *Bank* may in any manner be or become *your* creditor, however incurred, whether incurred by *you* alone or with others and whether as principal or as surety.

"*Guarantor*" means each guarantor described in the *Mortgage* or who signs a written document, agreeing to be responsible for all or some of *your Obligations* and agreeing to be bound by the terms of either or both of the *Mortgage* and the *Credit Documents*.

"*Interest*" means all the interest owing from time to time under the *Mortgage* or the *Credit Documents*, calculated at the applicable *Interest Rate*.

"*Interest Rate*" means the interest rate or rates set out in the *Credit Documents*.

"*Law*" means any law, statute, rule, requirement, demand, order, direction, code, guideline, ordinance, by-law, policy or regulation of any government, governmental authority or agency.

"*Law of Property Act*" means the Law of Property Act, R.S.A. 2000, c. L-7 (as amended or replaced) and includes all regulations made pursuant to that Act.

"*Lease*" means any lease, sublease or agreement to lease that gives *you your* interest in the *Property* as a tenant, lessee, subtenant or sublessee.

"*Leased Property*" means *your* leasehold interest in the *Property* under a *Lease*.

"*Mortgage*" means the mortgage or charge of the *Property* signed by *you* and any schedules, including the terms of this Standard Form Mortgage. "*Mortgage*" also includes all amendments.

"*Obligations*" means all of the obligations that *you* have agreed to perform and all of the promises *you* have made under the *Mortgage* and the *Credit Documents*.

"*Principal Amount*" means the original principal that is indicated in the *Mortgage*.

"*Property*" means all or any part of (i) the lands described in the *Mortgage*, (ii) any buildings or structures now on those lands or added to those lands at any time and (iii) anything now or later attached or fixed to those lands, buildings or structures.

"*Purchaser*" has the meaning set out in Section 3.01.

"*Receiver*" means a person appointed by the *Bank* or a Court to collect income from and manage the *Property*; "*Receiver*" includes a receiver and a receiver and manager.

"*Taxes*" means all present and future realty taxes, rates and assessments of any nature or kind on the *Property* and includes interest and penalties.

"*You*" means each of the persons indicated as chargors or mortgagors in the *Mortgage* and anyone else who is bound by the *Mortgage* under Section 6.08. "*Your*" has a corresponding meaning.

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