Grant Thornton

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JUDICIAL CENTRE
OF CALGARY

COURT FILE NUMBER	1201-15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	STANLEY EISENBERG, LYNN EISENBERG, JACK EISENBERG, BRENDA EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS:	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDON RINTOUL
DOCUMENT	RECEIVER'S FOURTH REPORT MARCH 26, 2013
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING DOCUMENT	<u>RECEIVER</u> Grant Thornton Limited 900, 833 – 4th Avenue SW Calgary, AB T2P 3T5 Attention: Guy Odhams Telephone: (403) 296-3143 Facsimile: (403) 260-2571 E-Mail: Guy.Odhams@ca.gt.com <u>COUNSEL</u> Burnet, Duckworth & Palmer LLP 2400, 525 – 8th Ave SW Calgary, AB T2P 1G1 Attention: Doug Nishimura Telephone: (403) 260-0269 Facsimile: (403) 260-0332 E-Mail: dsn@bdplaw.com

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Background

1. 910234 Alberta Ltd. ("910" or the "Company") is a corporation incorporated pursuant to the laws of Alberta. Mr. Randy Calmusky ("R. Calmusky" or "the Defendant") is the sole director of 910.

2. According to an affidavit by Stanley Eisenberg, filed in this matter, 910 is in the business of raising funds from investors for the purpose of investing in residential mortgages. Investors provided funds in the form of loans to 910, and those loans were documented through a series of mortgage sale and servicing agreements.

3. On December 6, 2012, Stanley Eisenberg, Lynn Eisenberg, Jack Eisenberg, Brenda Eisenberg and Eisenberg's Properties Ltd. (collectively "the Eisenberg's") applied for, and were granted, an Attachment Order against four properties ("27 Elveden Place", "41 Everglen Crescent", "110 Hawk's Landing Drive" and "57 Everglen Crescent").

4. On December 10, 2012, the Eisenberg's applied for a Receivership Order against 910 and other parties. An Order (the "Receivership Order") was granted on December 12, 2012 appointing Grant Thornton Limited ("Grant Thornton" or the "Receiver") as Receiver of all of the assets of 910 (the "Property"). A copy of the Receivership Order is attached as Exhibit 1 to this report.

5. The Receiver filed an initial report to the Court on December 21, 2012 and the Attachment Order against the four properties was extended to January 14, 2013.

6. The Receiver filed a second report to the Court on January 14, 2013 and an Order (the "Amended Receivership Order") expanding the Receiver's powers was granted. A copy of the Amended Receivership Order is attached as Exhibit 2 to this report. On the same day, the Attachment Order against the four properties was extended to February 22, 2013. A copy of the extension of the Attachment Order is attached as Exhibit 3 to this report.

7. The Receiver filed a third report to the Court on February 20, 2013 and attached to this report as Exhibit 4 is a copy of the granted Order allowing the Receiver:

   a) To discharge two mortgages currently held by the Receiver's counsel;

   b) To transfer the title of 27 Elveden Place SW to the Receiver;

   c) All current and future interest payments with respect to the mortgage registered against 356 Spyglass Way, will be paid to the Receiver; and

   d) Extension of the Ex-Parte Attachment Order until April 19, 2013.

8. The Receiver's Fourth Report is intended to provide the Court with the following information:

   a) Update on the Receiver's review of the books and records;

   b) Information and documents required to complete the Receiver's analysis of Mortgages and Investor positions;

   c) Information regarding the issues surrounding a mortgage on 356 Spyglass Way; and

   d) The Receiver's recommended course of action.

Disclaimer and limitations of report

9. In preparing this report, the Receiver has necessarily relied upon financial and other information and representations supplied by various parties. Although the information supplied has been reviewed for reasonableness, the Receiver has not independently verified the accuracy or completeness of the information nor has the Receiver conducted an audit and, as a result, the Receiver is not providing any form of assurance on the information subject to its review. The procedures the Receiver performed are limited in nature to those outlined in its report. As such, the Receiver's work may not necessarily disclose all the significant matters about 910 or any errors, misstatements, irregularities, or illegal acts, if such exist, on the part of 910 or its management, directors, and advisors or in the underlying information.

10. The findings contained herein are based primarily on review of various documents made available to the Receiver and discussions and communications with various parties. Due to the lack of summary financial records of 910, Grant Thornton has not had an opportunity to complete all of its potential work, as disclosed within the report. The Receiver may refine or alter its observations as further information is obtained or is brought to its attention after the date of this report.

11. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this report. Any use which any party makes of this report, or any reliance on or decisions to be made based on it is the responsibility of such party.

Update on Receiver's Activities

12. Since the Receiver's Third Report, the focus has been on completing the Investor analysis and Mortgage analyses. The Receiver has made significant progress on these analyses to date but has been unable to complete them, due primarily to the following factors:

    a) Inadequate accounting records and missing information in the corporate books and records; and
    b) The defendants and other parties have not provided requested information.

13. A summary of the current status of these analyses are discussed below.

Collection of Information

Notification of Investors

14. As of the date of this report, the Receiver has now contacted and/or received communication, completed questionnaires or supporting documentation from all but two of the identified investors in 910.

15. One of the investors which the Receiver was unable to contact is Mary Calmusky. As directed by the Court, the Receiver requested Mary Calmusky's contact information from Mr. Loberg by telephone. The Receiver followed up with Mr. Loberg by email on March 22, 2013 again requesting contact details for Mary Calmusky.

16. As directed by this Court, the Receiver posted a letter to its website requesting assistance in obtaining contact information for certain investors on February 25, 2013. Mr. Loberg provided the Receiver with contact details for two investors who confirmed that they had been re-paid in full by 910 several years ago.

Third Party Sources

Canadian Western Trust ("CWT")

17. As discussed in the Receiver's Third Report, the records of 910 contain information about investors who had invested funds through Canadian Western Trust ("CWT"). On January 11, 2013 the Receiver sent a letter to CWT requesting information regarding investments in 910 held by individual investors. On January 29, 2013 CWT confirmed that there were not aware of any investments made directly to 910. Attached as Exhibit 5 is correspondence with CWT indicating that they are unable to assist the Receiver.

18. Based on a review of the records, the Receiver found that CWT, on behalf of individual investors, advanced funds to two investments: Unity Investments Inc. ("Unity") and Talisman Homes Ltd. ("Talisman"). The investment in Unity was held in the names of individual investors and funds were advanced directly to Unity. The investment in Talisman was funded in several deposits to a trust account held by Masuch LLP ("Masuch") in 2004 and 2005. The Company and Masuch records did not provide any information on individual investors included in these deposits. These funds, together with other investor funds from 910 were loaned to Talisman. Upon repayment of the loan by Talisman, funds were sent directly to CWT from the Masuch trust account for this loan.

19. After obtaining this information, the Receiver again contacted a CWT representative but has been unable to obtain cooperation with respect to providing details about which investors funded the Talisman loan.

Canada Revenue Agency ("CRA")

20. The Receiver contacted CRA by telephone in January to obtain T5 slips issued by 910 for the period 2004 to 2012 in order to reconcile the amount of interest paid to investors. CRA advised that they would review the information however no response has been received to date.

<u>Communication with Randy Calmusky & Counsel</u>

21. The Receiver has been in contact with Mr. Loberg, R. Calmusky's legal counsel, throughout the Receivership to request certain information and assistance from R. Calmusky. Below are details of information requests sent to Mr. Loberg:

    a) On January 11, 2013, the Receiver received a letter from Mr. Loberg in reply to the Receiver's initial questions detailed in a letter. The Receiver requested further clarification to the response in emails dated January 22, 2013, and February 4, 2013. Copies of these emails are attached as Exhibit 6.

    b) On March 4, 2013 the Receiver's legal counsel requested the same information as mentioned above, together with additional information requests on the following subjects:

        i.) Statements and supporting documents for Mr. and Mrs. Calmusky's Line of Credit which was used to provide funding to 910;
        ii.) Supporting documentation for the loan to Trickle Creek by the Calmusky's; and
        iii.) Supporting documentation for the Calmusky's investment in the Trico properties.

22. The Receiver has received no response with respect to any of requests to date from Mr. Loberg or R. Calmusky.

Communication with Theresa Calmusky and Counsel

23. The Receiver has been in contact with Mr. Fenwick and Mr. Harris, both of whom are representing Mrs. Theresa Calmusky, with respect to the mortgage secured by 356 Spyglass Way. The details surrounding the mortgage on 356 Spyglass Way are discussed later in this report.

24. On March 4, 2013, the Receiver's counsel requested information from Mr. Fenwick and Mr. Harris pertaining specifically to:

    a) Statements and supporting documents for Mr. and Mrs. Calmusky's Line of Credit which was used to provide funding to 910;
    b) Supporting documentation for investment in Trickle Creek by the Calmusky's; and
    c) Supporting documentation for the Calmusky's investment in the Trico properties.

25. On March 7, 2013, the Receiver received a response from Mr. Fenwick indicating that he would discuss our request with his client Theresa Calmusky.

26. Since Mr. Fenwick's response the Receiver has not been provided with any further details with respect to the request attached to this report as Exhibit 7.

27. As requested by Mr. Fenwick, the Receiver has provided him with the following bank statements:

    a) 910234 Alberta Ltd. – 2012 Toronto Dominion Trust Account
    b) 910234 Alberta Ltd. – 2009 Toronto Dominion Trust Account

Investor and Mortgage Analysis

28. Based on the books and records of the Company, investors are owed $7,536,000. To date, investors have confirmed amounts which total $8,626,000. There is only one investor discrepancy remaining between the information from investors and the books and records of 910 which the Receiver continues to investigate.

29. The Receiver has reviewed all documents in its possession regarding the mortgages and corresponding Trust Ledgers held with Masuch LLP. Some transactions, such as funding of borrowers, are missing certain details required to complete the Receiver's analysis. A complete listing of the parties and information required is attached as Exhibit 8 to this report.

Legal Actions

Rembrandt Homes Ltd. ("Rembrandt")

30. As indicated in the Receiver's previous reports, $926,366 was advanced to Rembrandt. According to the Receiver's analysis approximately $475,652 was repaid to 910 leaving an outstanding balance of $450,714.
31. The Company claimed that the security for the balance of the loan was improperly discharged and commenced a legal action against its legal counsel.
32. On February 25, 2013, Virginia Engel of Peacock Linder & Halt LLP completed a questioning of Randy Calmusky with respect to the Rembrandt Lawsuit. The Receiver's counsel is preparing a response.

Vaughan Custom Builders & Design Inc. ("Vaughan")

33. As indicated in the Receiver's previous reports, 910 demanded repayment of $135,000 and accrued interest indicating that Vaughan had breached the agreement by not providing proper security on the loan as required.

34. The Receiver's legal counsel has filed a Statement of Claim to ensure the action would not become statute-barred, but it has not yet served the Statement of Claim. No further action has been taken at this time.

Mika Development Corp. / Belmonte (Event #1)

35. $450,000 was advanced to Mika Development Corp. The investment was lost due to a foreclosure and a legal suit was commenced. The Receiver is continuing to investigate this matter.

Update on 356 Spyglass Way

36. As indicated in the Receiver's Third Report, Trickle Creek Homes Ltd. borrowed $1.2 million in funds to build a house located at 356 Spyglass Way in mid-2012. These funds were secured by way of a first mortgage with an interest rate of 15% per annum, payable monthly. Masuch, which normally acted for 910 in transactions, also acted for the borrower at this time.

37. On March 15, 2013 Trickle Creek provided full repayment of the mortgage and the interest payment up to March 16, 2013 to the Receiver's counsel.

38. The issues surrounding this mortgage appear to be as follows:

    a) Which party advanced funds to Trickle Creek?
    b) Is the borrower required to pay a full year of interest or just up to the point of re-payment of the principal?

39. As indicated in the Receiver's Third Report, Trickle Creek provided the Receiver with a copy of an executed loan document between Trickle Creek and 910 dated June 2012. This document was later voided. A copy of an executed mortgage document between 910 and Trickle Creek was provided by Masuch to the Receiver.

40. Trickle Creek also provided an executed loan document between Trickle Creek and Theresa Calmusky. This document contained exactly the same terms as the other loan document.

41. As described in the Receiver's Third Report, the Receiver located the following transactions which appear to be related to the funding of the mortgage to Trickle Creek:

    a) On May 15, 2012, a transfer was made from the 910 Trust Account to R. Calmusky's line of credit for $798,101.99. The notation on the bank statement was made by R. Calmusky.
    b) On May 29, 2012, 910 sent an EFT transfer to Mary Calmusky and Gary Calmusky for $370,000. As described above, information has been requested from Mary Calmusky and Gary Calmusky but no information has been provided to date. The two transactions detailed above total $1,168,102.
    c) Initial funding for the mortgage of $1.2 million to Trickle Creek was advanced in three payments. Based on discussions with Kathy Matheson of Masuch LLP, Randy Calmusky provided the following bank drafts in person:

        i.) On June 25, 2012 - $800,000 in the form of a Bank Draft, payable to Masuch, from the TD bank branch location, Willow Park Village 234-10816 MacLeod Trail SE, Calgary Alberta. This is the same location where 910 did their corporate banking.

        ii.) On July 25, 2012 - $200,000 in the form of a Bank Draft, payable to Masuch, from RBC branch location 11480 Braeside Drive, SW, Calgary Alberta.

iii.) On August 23, 2012 - $200,000 in the form of a Bank Draft, payable to Masuch, from the same RBC branch location.

d) Masuch confirmed that the mortgage funds were deposited into a trust account in the name of 910.

42. Based on the above information, the Receiver is concerned that funding of the Trickle Creek mortgage may be from investor funds.

43. Regarding the amount of interest due, the Receiver reviewed various documents as follows:

a) An interest payment schedule was provided to Trickle Creek by Randy Calmusky and was attached to our Third Report as Exhibit 23. The schedule shows that interest payments were directed to Theresa, Mary and Gary Calmusky.

b) The Borrowing agreement between 910 with Trickle Creek, a copy of which was attached as Exhibit 21, to our Third Report, states on Page 2 that "No pre-payment privileges are permitted under this agreement." The Borrowing Agreement between Theresa Calmusky and Trickle Creek is exactly the same.

44. Masuch, now representing Trickle Creek, has taken the position that Randy Calmusky had requested and approved the pre-payment of the mortgage. A copy of his e-mail is attached as Exhibit 9.

45. The issues discussed above have resulted in a stalemate regarding the acceptance of the mortgage funds presented and the discharge of the mortgage.

Current Attachment Order

46. The current attachment order covers three properties:

a) 41 Everglen Crescent;
b) 57 Everglen Crescent; and
c) 110 Hawks Landing Drive.

47. The first two properties relate to the Trico properties, and, as mentioned in our Third Report, funds for the purchase of these properties were advanced by 910 investors; it appears to be appropriate for the Attachment Order to remain against this property until all facts have been reviewed.

48. The Hawks Landing property was in the joint names of Randy and Theresa Calmusky until it was transferred solely to the name of Theresa Calmusky on May 4, 2011. As there may be some claims against Randy or Theresa Calmusky, it may be appropriate for the Attachment Order to remain against this property or at least a lis pendens notice so the Receiver is notified if the property is to be sold, allowing for a claim against the proceeds to be advanced.

Interim Receipts & Disbursements

49. Attached as Exhibit 10 is an interim statement of Receipts and Disbursements ("R&D") for 910234 Alberta Ltd. from December 12, 2012 to March 25, 2013.

Conclusion

50. As indicated above, the Receiver has completed a comprehensive review of all information provided to date. However, important information requested by the Receiver has not been provided.

51. The Receiver requires the requested information in Exhibit 8 to:

    a) Complete its analysis of the books and records of the Company;

    b) Confirm amounts payable to investors; and

    c) Assess claims related to the Attachment Order.

52. The current investigative efforts of the Receiver have not provided any evidence to the claim that the mortgage held between Trickle Creek and Theresa Calmusky is based on valid payments from Theresa Calmusky to Trickle Creek. However, not all information pertinent to these transactions has been provided.

53. Based on the Receiver's review of the books and records the existing Attachment Order should continue indefinitely until a time at which the rights and interests of investors are adequately protected.

Recommended Course of Action

54. The Receiver makes the following recommendations with respect to future actions:

    a) Instructions to the Defendants and others to provide the Receiver with all information requested as stated in Exhibit 8, and specifically related to the Trickle Creek Mortgage;

b) Direction with respect to the discharge of the Trickle Creek Mortgage, the amount required to pay the mortgage and accrued interest and the retention of the proceeds of the mortgage in trust until determination can be made as to the proper payee;

c) Authorization for the Receiver to conduct questioning of the Defendants;

d) Review ongoing litigation related to 910 and decide on best course of action to maximize recoveries; and

e) The continuation of the Attachment Orders as discussed above in an effort to safeguard these assets.

55. The Receiver recommends these future actions to safeguard the interest of all stakeholders in 910.

Dated at Calgary Alberta, the 26th day of March, 2013

PER: Grant Thornton Limited

Guy W.L Odhams

Exhibit 1

Order
Rule 9.1

CLERK OF THE COURT
FILED
DEC 12 2012
JUDICIAL CENTRE
OF CALGARY

COURT FILE NO.:	1201-15430
COURT	Court of Queen's Bench of Alberta
JUDICIAL CENTRE	Calgary
PLAINTIFFS	STANLEY EISENBERG, LYNN EISENBERG, JACK EISENBERG, BRENDA EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	RECEIVERSHIP ORDER
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Gowling Lafleur Henderson LLP 1400, 700 2nd Street SW Calgary, AB T2P 4V5 Telephone (403) 298-1000 Facsimile (403) 263-9193 File No. A129590 **Attention: Jeffrey Oliver**

I hereby certify this to be a true copy of the original Order
Dated this 12 day of Dec 2012
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED:	December 12, 2012
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Mr. Justice LoVecchio

UPON the application of the Plaintiffs in respect of the Defendant 910234 Alberta Ltd. (the "Debtor"); AND UPON having read the Application, the Affidavits of Stanley Eisenberg, sworn December 4, 2012 and the Affidavit of Jack Eisenberg, sworn December 4, 2012, the

Affidavit of Richard Comstock sworn December 6, 2012, and the Affidavit of Service of Richard Comstock, sworn December 10, 2012, filed; AND UPON reading the consent of Grant Thornton Limited to act as receiver and manager ("Receiver") of the Debtor, filed; AND UPON hearing counsel for the Plaintiffs; IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order is hereby abridged and service thereof is deemed good and sufficient on all parties except the Defendant Cale Humeniuk.

APPOINTMENT

2. Pursuant to section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, and subject to the terms and conditions of this Order, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to investigate the business affairs of the Debtor and any and all transactions between the Debtor and the Defendants or any other person, including but not limited to the acquisition by one or more of the Defendants of any interest in the following real properties:

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

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

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

(b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order, provided that the costs of which shall be paid in accordance with paragraphs 12 and 13 below;

(c) to receive and collect any monies payable to the Debtor, including but not limited to payments payable under the terms of any mortgages under which the Debtor is a mortagee and any monies arising out of any sale of the properties with the legal description of Plan 1014173, Block 10, Lot 51, excepting thereout all mines and minerals, municipally described as 28 Rockcliffe Grove NW, Calgary, Alberta and Plan 1210765, Block 2, Lot 23, excepting thereout all mines and minerals, municipally described as 300 Spyglass Way, Rocky View County, Alberta (collectively, the "Proceeds");

(d) to execute, assign, issue and endorse documents of whatever nature, whether in the Receiver's name or in the name and on behalf of the Debtor, for the purpose of being able to collect the Proceeds and discharge any security or related matters of the Debtor;

(e) to apply to extend, amend, or vacate the December 6, 2012 attachment order granted in favour of the Plaintiffs (the "Attachment Order") in this proceeding;

(f) to undertake any actions the Receiver is required or permitted to undertake pursuant to the terms of the Attachment Order;

(g) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(h) to serve a copy of this Order on any person whom the Receiver determines may have invested or advanced monies to the Debtor;

(i) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property; and

(j) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors (including but not limited to Randy Calmusky), officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other

individuals (including but not limited to Theresa Calmusky, Kyle Calmusky, Cale Humeniuk and Jordan Rintoul), firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure. No paper or electronic records of the Debtor shall be destroyed or altered by any Person.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage (excluding any records stored on a computer or other electronic system of counsel to the Debtor, which are not subject to this paragraph), whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver (notwithstanding whether records of other parties may be stored on the same computer or electronic system) for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

RECEIVER TO HOLD FUNDS

8. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, shall be held by the Receiver in trust, and shall not be used to pay any expenses of the Debtor or costs or disbursements of any kind, including but not limited to the fees and disbursements of the Receiver and its counsel, pending further Order of this Court.

EMPLOYEES

9. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, or any successor, employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction in respect of its obligations under section 81.4(5) or 81.6(3)of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 ("BIA") under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("WEPPA").

LIMITATION ON ENVIRONMENTAL LIABILITIES

10. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

    (i) before the Receiver's appointment; or

    (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

    (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

    (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

    (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

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

LIMITATION ON RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

12. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges, which fees and disbursements shall, subject to paragraph 13, be paid by the Plaintiffs.

13. The Plaintiffs are entitled to apply, at any time and on notice to all interested parties, for an Order that the following sums be paid by the Receiver from the Post Receivership Accounts or other monies, properties or other assets in the possession or control of the Receiver, and that the sums be allocated as amongst those assets in any fashion that the Court deems appropriate:

(a) any fees and disbursements paid or incurred by the Plaintiffs pursuant to paragraph 12 of this Order; and

(b) the costs of this motion and the costs in relation to the Plaintiffs' motion to obtain the Attachment Order, at a scale to be determined, up to and including entry and service of this Order, with such priority and payable at such time as this Court may determine.

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

15. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of monies advanced by the Plaintiffs as a retainer and not from any Post Receivership Accounts, against the Receiver's fees and disbursements, including its legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

GENERAL

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

17. The Registrar of Land Titles for the Province of Alberta is hereby directed to provide a list of documents currently registered in the name of the Defendants.

18. The Debtor is hereby relieved of the obligation to file a Statement of Defence in the within proceeding, without further Order of the Court.

19. The Receiver shall report to the Court with respect to its initial findings of its investigation pursuant to the terms of this Order through a written report, which report shall be considered at a hearing to occur by no later than December 21, 2012.

20. The costs and expenses of the Debtor incurred in the usual and ordinary course of business shall remain the sole responsibility of the Debtor, and shall be paid by the Debtor to the extent that it has the funds on hand to do so. If the Debtor refuses or is unable to continue to pay its costs and expenses pursuant to this paragraph, the Receiver may, but is not obliged, pay any cost or expense of the Debtor on the Debtor's behalf provided that the Receiver has determined, in its sole discretion, that the payment of that sum is required in order to preserve or protect the Property.

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

22. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an

officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

23. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

24. Any interested party may apply to this Court to vary or amend this Order, including but not limited to expanding the powers of the Receiver granted hereunder, on not less than 5 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

Exhibit 2

Order
Rule 9.1

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	**AMENDED AND RESTATED RECEIVERSHIP ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Burnet, Duckworth & Palmer LLP 2400, 525 – 8 Avenue SW Calgary, Alberta T2P 1G1 Lawyer: Douglas Nishimura Phone Number: (403) 260-0269 Fax Number: (403) 260-0332 Email Address: dsn@bdplaw.com File No. 62616-8

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

DATE ON WHICH ORDER WAS PRONOUNCED:	January 14, 2013
NAME OF JUDGE WHO MADE THIS ORDER:	The Honourable Madam Justice Horner

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

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPOINTMENT

2. Pursuant to section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2 Grant Thornton Limited is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to investigate the business affairs of the Debtor and any and all transactions between the Debtor and the Defendants or any other person, including but not limited to the acquisition by one or more of the Defendants of any interest in the following real properties:

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

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

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

(c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(d) on behalf of the Debtor and without any personal liability therefore, to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;

(e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(f) on behalf of the Debtor and without any personal liability therefore, to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, including but not limited to any monies payable to the Debtor arising out of any sale of the properties with the legal description of Plan 1014173, Block 10, Lot 51, excepting thereout all mines and minerals, municipally described as 28 Rockcliffe Grove NW, Calgary, Alberta and Plan 1210765, Block 2, Lot 23, excepting thereout all mines and minerals, municipally described as 300 Spyglass Way, Rocky View County, Alberta, and to exercise all remedies of the Debtor in collecting any such monies, including, without limitation, to enforce any security held by the Debtor;

(h) to settle, extend or compromise any indebtedness owing to or by the Debtor;

(i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(j) on behalf of the Debtor and without any personal liability therefore, to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver (including but not limited to the authority to apply to extend, amend, or vacate the December 6, 2012 attachment order granted in favour of the Plaintiffs (the "**Attachment Order**") in this proceeding), and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court.

(l) to undertake any actions the Receiver is required or permitted to undertake pursuant to the terms of the Attachment Order;

(m) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

(n) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $50,000, provided that the aggregate consideration for all such transactions does not exceed $100,000; and

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

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

(o) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

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

(t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(u) to take any steps reasonably incidental to the exercise of these powers;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors (including but not limited to Randy Calmusky), officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals (including but not limited to Theresa Calmusky, Kyle Calmusky, Cale Humeniuk and Jordan Rintoul), firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure. No paper or electronic records of the Debtor shall be destroyed or altered by any Person.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver (notwithstanding whether records of other parties may be stored on the same

computer or electronic system) for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an "eligible financial contract" (as defined in section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, or any successor, employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver

may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction in respect of its obligations under section 81.4(5) or 81.6(3)of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3 ("**BIA**") under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

(i) before the Receiver's appointment; or

(ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

(b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.

(c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

(i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:

A. complies with the order, or

B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;

(ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,

A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or

B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

(iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

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

LIMITATION ON RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges, which fees and disbursements shall, subject to paragraph 18, be paid by the Plaintiffs.

18. The Plaintiffs are entitled to apply, at any time and on notice to all interested parties, for an Order that the following sums be paid by the Receiver from the Post Receivership Accounts or other monies, properties or other assets in the possession or control of the Receiver, and that the sums be allocated as amongst those assets in any fashion that the Court deems appropriate:

(a) any fees and disbursements paid or incurred by the Plaintiffs pursuant to paragraph 17 of this Order; and

(b) the costs of the Plaintiffs' motion to obtain the December 12, 2012 Order of Mr. Justice S. J. Lovecchio up to and including the entry and service of that Order and the costs in relation to the Plaintiffs' motion to obtain the December 6, 2012 Attachment Order, at a scale to be determined, with such priority and payable at such time as this Court may determine.

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

FUNDING OF THE RECEIVERSHIP

20. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

GENERAL

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

26. The Attachment Order is hereby vacated as against the Debtor for the purpose of facilitating the Receiver's exercise of its duties and powers pursuant to the terms of this Order.

27. The Registrar of Land Titles for the Province of Alberta is hereby directed to provide a list of documents currently registered in the name of 910234 Alberta Ltd.

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

29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

31. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $______________________

32. THIS IS TO CERTIFY that Grant Thornton Limited, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of 910234 Alberta Ltd. appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated the 7th day of December, 2012 (the "**Order**") made in action number 1201-15430, has received from the holder of this certificate (the "**Lender**") the principal sum of $_________, being part of the total principal sum of $150,000 which the Receiver is authorized to borrow under and pursuant to the Order.

33. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ______ not in advance on the ______ day of each month after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _______ from time to time.

34. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

36. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

37. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

38. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _______ day of ______________, 2012.

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

Per: ________________________________
Name:
Title:

Exhibit 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

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

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 KR to 4:00pm February 22, 2013. KR ~~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

I hereby certify this to be a true copy of
the original ORDER
Dated this 20 day of FEB 2013
for Clerk of the Court

Exhibit 4
Form 27
[Rules 6.3 and 10.52(1)]

Clerk's Stamp:
CLERK OF THE COURT
FILED
FEB 20 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: **February 19, 2013**

NAME OF JUSTICE WHO MADE THIS ORDER: **Madam Justice K. M. 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 Receivership Order granted by the Honourable Justice S. J. LoVecchio on December 12, 2012 (the "**Receivership Order**"), and the Third Report of the Receiver dated February 13, 2013; AND UPON HEARING counsel for the Receiver and all other interested parties present;

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.

Discharge of Mortgages granted by Crystal Creek and New West

2. Notwithstanding section 191(1) of the *Land Titles Act*, the Registrar of the South Alberta Land Titles Registration District be and is hereby directed that, upon being presented with a certified

true copy of this Order and a discharge statement executed by Grant Thornton Limited, in its capacity as Receiver of 910234 Alberta Ltd. ("**910324**"), to discharge the mortgages granted to 910234 by Crystal Creek Homes Ltd. and New West Custom Homes & Renovations with respect to the lands legally described as:

(a) Plan 1014173, Block 10, Lot 51, municipally described as 28 Rockcliffe Grove NW, Calgary, Alberta, mortgage registration number 111 228 326; and

(b) Plan 1210765, Block 2, Lot 23, municipally described as 300 Spyglass Way, Rocky View County, Alberta, mortgage registration number 121 105 318;

the ("**Mortgages**").

3. Presentment of a certified copy of this Order and the discharge statements executed by the Receiver shall be the Registrar's sole and sufficient authority to make and register the said discharge statements for the Mortgages.

4. The funds held in trust in respect of the Mortgages are hereby released to the Receiver.

Transfer of Title to 27 Elveden Place SW

5. Notwithstanding section 191(1) of the *Land Titles Act*, the Registrar of the South Alberta Land Titles Registration District be and is hereby directed that, upon being presented with a certified true copy of this Order, to transfer Title to the property legally described as: Plan 0715416, Block 1, Lot 20, and municipally described as 27 Elveden Place SW, Calgary, Alberta, into the name of 910234 Alberta Ltd.

6. Presentment of a certified copy of this Order shall be the Registrar's sole and sufficient authority to make and register the said transfer.

Mortgage payments by Trickle Creek

7. Trickle Creek Custom Homes Inc. shall pay all current and future mortgage interest payments owing in respect of the mortgage bearing registration number 121 164 817, registered against the property with the municipal address of 356 Spyglass Way, to the Receiver, who shall hold such funds in trust until such time as entitlements to the funds is determined, and such payments shall constitute proper payments of interest under the said mortgage.

Extension of Attachment Order

8. The Ex-Parte Attachment Order, granted by the Honourable Justice K.D. Yamauchi on December 6, 2012, is hereby extended KP to April 19, 2013 KH, ~~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

Exhibit 5

From: Jaspreet Takhar [Jaspreet.Takhar@cwt.ca]
Sent: Tuesday, January 29, 2013 12:35 PM
To: Eisen, Kristen
Subject: RE: 910234 Alberta Ltd. - Request for Information
Attachments: image001.jpg; image002.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kristen,

As per our conversation, we do have Mr. Randy Clamusky appointed as a Financial Advisor to a number of clients accounts. Some of the clients who have appointed this advisor may have invested in a number of different investments listed as well as others. Canadian Western Trust however as trustee of registered plans is required to have a degree of control over assets held in our plans, as such all investments made through CWT would have been directly with the issuing company. For mortgage charges CWT requires that we are listed as the registered mortgage holder (in trust for the client) for any mortgages we would have funded through CWT, for debentures we would require a certificate or agreement in our name from the issuing company. CWT would not direct funds to a third party for funding a mortgage other than the Solicitor working for the clients, or a Transfer Agent working for the issuer of the security or the Issuer of the security themselves.

I hope this helps clarify CWT's role in this matter. If you have any further questions please let me know.

Regards,
Jessi.

From: Eisen, Kristen [mailto:Kristen.Eisen@ca.gt.com]
Sent: Tuesday, January 29, 2013 7:49 AM
To: Jaspreet Takhar
Subject: RE: 910234 Alberta Ltd. - Request for Information

Hi Jessi,

Were you able to find any information regarding my email below? We are going to be preparing a court report in the next little while and require this information for the report.

Regards,

Kristen Eisen, BA | Associate
Grant Thornton Limited
Suite 900 | 833 - 4th Avenue SW | Calgary | AB | T2P 3T5
T +1 403 296 2993 | **F +**1 403 260 2571
E Kristen.Eisen@ca.gt.com | **W** www.GrantThornton.ca

Grant Thornton

From: Eisen, Kristen
Sent: Wednesday, January 23, 2013 4:12 PM
To: 'Jaspreet Takhar'
Subject: RE: 910234 Alberta Ltd. - Request for Information

Hi Jessi,

Here is a list of the possible mortgages that the investors were involved with:

- Talisman Homes
- Woodmaster Homes
- Mika Development Corp.
- Trico Homes
- Unity Builders Group (or Unity Investments)
- Crystal Creek Homes
- Lifestyle Homes Inc.
- Trickle Creek Homes
- Rembrandt Homes

Any information that you can provide regarding these will be appreciated.

Regards,

Kristen Eisen, BA | Associate
Grant Thornton Limited
Suite 900 | 833 - 4th Avenue SW | Calgary | AB | T2P 3T5
T +1 403 296 2993 | **F** +1 403 260 2571
E Kristen.Eisen@ca.gt.com | **W** www.GrantThornton.ca

From: Jaspreet Takhar [mailto:Jaspreet.Takhar@cwt.ca]
Sent: Wednesday, January 23, 2013 4:00 PM
To: Eisen, Kristen
Subject: FW: 910234 Alberta Ltd. - Request for Information
Importance: High

As per our conversation my contact details are below.

Jessi

Jessi Takhar,
Sr. Manager, Business Operations
Canadian Western Trust
600 - 750 Cambie Street
Vancouver, BC, V6B 0A2

Tel: (604) 699-4833
Fax: (604) 669-6069
jaspreet.takhar@cwt.ca
www.cwt.ca

From: Eisen, Kristen [mailto:Kristen.Eisen@ca.gt.com]
Sent: Wednesday, January 23, 2013 02:41 PM
To: George Pinckney
Cc: McQuay, Nathan <Nathan.McQuay@ca.gt.com>
Subject: FW: 910234 Alberta Ltd. - Request for Information

Mr. Pinckney,

We have not yet received a response to the email below and the attached documents. Please respond as soon as possible.

Regards,

Kristen Eisen, BA | Associate
Grant Thornton Limited
Suite 900 | 833 - 4th Avenue SW | Calgary | AB | T2P 3T5
T +1 403 296 2993 | **F** +1 403 260 2571
E Kristen.Eisen@ca.gt.com | **W** www.GrantThornton.ca

GrantThornton

From: Eisen, Kristen
Sent: Friday, January 11, 2013 3:18 PM
To: george.pinckney@cwt.ca
Cc: McQuay, Nathan
Subject: 910234 Alberta Ltd. - Request for Information

Mr. Pinckney,

Please find attached a request for information regarding investments with 910234 Alberta Ltd. and Randy Calmusky.

Regards,

Kristen Eisen, BA | Associate
Grant Thornton Limited
Suite 900 | 833 - 4th Avenue SW | Calgary | AB | T2P 3T5
T +1 403 296 2993 | **F** +1 403 260 2571
E Kristen.Eisen@ca.gt.com | **W** www.GrantThornton.ca

GrantThornton

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.

__Original Questions and responses__

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

GrantThornton

From: Doug Nishimura [dsn@bdplaw.com]
Sent: Thursday, March 07, 2013 11:03 AM
To: Odhams, Guy; McQuay, Nathan; Elvina Hussein
Subject: Fwd: 910234 Alberta Ltd. - Outstanding Information
Attachments: mime-attachment.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Sent from my iPhone

Begin forwarded message:

From: Fred Fenwick <ffenwick@mross.com>
Date: 7 March, 2013 11:00:19 AM MST
To: Doug Nishimura <dsn@bdplaw.com>
Cc: "'Michael A. Loberg'" <mloberg@loberg-law.com>, "Murray A. Harris" <mharris@mross.com>
Subject: RE: 910234 Alberta Ltd. - Outstanding Information

Hello Doug,
Thank you for this,
We have forwarded it to Mrs. Calmusky for consideration. As to the March 11 deadline, we don't know if it can be met. Mrs. Calmusky travels extensively with her employment and just at the moment we don't know if she is in town.

We would like to make a similar request for accounting detail from 910. May we have copies of the 910 trust account activity for the 2012 year? It may be that they are available scanned or otherwise electronically and we would be pleased to receive them that way if convenient to you.

Regards,
Fred

Fred Fenwick, Q.C. | Legal Counsel | direct 403.444.4078 | toll free 1.888.543.9120 | fax 403.303.1662
McLennan Ross LLP | www.mross.com | www.oilsandslaw.com | BIOGRAPHY
1000 First Canadian Centre, 350-7th Avenue SW, Calgary, AB T2P 3N9

From: Doug Nishimura [mailto:dsn@bdplaw.com]
Sent: Monday, March 04, 2013 2:57 PM
To: 'Michael A. Loberg'; Murray A. Harris; Fred Fenwick
Cc: Elvina Hussein
Subject: 910234 Alberta Ltd. - Outstanding Information

Dear Sirs:

Further to the above captioned matter, there is still a large amount of information required by the Receiver in connection with the affairs of 910234 Alberta Ltd. We therefore request that your respective clients provide, prior to March 11, 2013, the following:

1) **Detailed records of the Calmusky's Line of Credit** - Attached to this correspondence is a detailed listing of all transactions in the Receiver's possession which involve a transfer to or from the Calmusky Line of Credit. The Receiver requests details of all transactions using the Calmusky's Line of Credit involving 910234 Alberta Ltd.

<u>Trickle Creek 356 Spyglass Way:</u>

1) **356 Spyglass Way –** The Receiver requests all supporting documentation for the funding amounts and interest payment of the 356 Spyglass Way mortgage, as indicated in the attached Calmusky Loan Interest schedule provided by Trickle Creek Custom Homes.

2) **Detailed records of Theresa Calmusky's Personal Bank Account** – The Receiver requests details of Mrs. Calmusky's personal bank account from April 2012 – September 2012 indicating when funds were advances to Masuch LLP for the investment in Trickle Creek with respect to 356 Spyglass Way.

    a. Further to this the Receiver requests all documentation related to any investment in 910234 Alberta Ltd. for any projects from January 2004 – December 2012.

3) **Detailed records of Mary Calmusky's Personal Bank Accounts** – The Receiver requests details of Mary Calmusky's personal bank account from April 2012 – September 2012 indicating when funds were advances to Masuch LLP for the investment in Trickle Creek with respect to 356 Spyglass Way.

    a. Further to this the Receiver requests all documentation related to any investment in 910234 Alberta Ltd. for any projects from January 2004 – December 2012.

4) **Detailed records of Gary Calmusky's Personal Bank Accounts** – The Receiver requests details of Gary Calmusky's personal bank account from April 2012 – September 2012 indicating when funds were advances to Masuch LLP for the investment in Trickle Creek with respect to 356 Spyglass Way.

    a. Further to this the Receiver requests all documentation related to any investment in 910234 Alberta Ltd. for any projects from January 2004 – December 2012.

<u>Trico Properties:</u>

5) **41 Everglen Crescent** – The Receiver requests all documentation related to the mortgage held on the property and any mortgage payments related to this property.

6) **57 Everglen Crescent** - The Receiver requests all documentation related to the mortgage held on the property and any mortgage payments related to this property.

7) **Trico Properties** – The Receiver request any and all additional documentation related to the following properties that have not already been provided as part of the books and records:

    a. 41 Everglen Crescent, SW
    b. 57 Everglen Crescent, SW

c. 58 Everglen Crescent, SW
d. 78 Everglen Crescent, SW
e. 114 Everwoods Link, SW

Thank you for your assistance in this matter.

Doug Nishimura

910234 Alberta Ltd.
Outstanding Requests for Information

Individuals:	Requests:	Questioning:
Randy Calmusky	1. Line of Credit Statements and all supporting documentation. 2. Any and all additional documentation related to the following properties that have not already been provided as part of the books and records: a) 41 Everglen Crescent, SW b) 57 Everglen Crescent, SW c) 58 Everglen Crescent, SW d) 78 Everglen Crescent, SW e) 114 Everwoods Link, SW	Specific questions pertaining to the Line of Credits and business operations. Possible questions arising from provided documents.
Theresa Calmusky	1. Line of Credit Statements and all supporting documentation. 2. Detailed records and supporting documentation of any investment in 910. 3. Detailed records and supporting documentation of investment in Trickle Creek Mortgage. Receipt of interest 4. The Receiver request any and all additional documentation related to the following properties that have not already been provided as part of the books and records: a) 41 Everglen Crescent, SW b) 57 Everglen Crescent, SW c) 58 Everglen Crescent, SW d) 78 Everglen Crescent, SW e) 114 Everwoods Link, SW	Specific questions pertaining to the Mortgage held with Possible questions arising from provided documents.
Gary Calmusky	1. Detailed records and supporting documentation of any investment in 910. 2. Detailed records and supporting documentation of investment in Trickle Creek Mortgage. Receipt of interest	Possible questions arising from provided documents.
Mary Calmusky	1. Detailed records and supporting documentation of any investment in 910. 2. Detailed records and supporting documentation of investment in Trickle Creek Mortgage. Receipt of interest	Possible questions arising from provided documents.
Canadian Western Trust	1. Detailed records and supporting documentation for all investments in 910 or its borrowers made by their customers.	Possible questions arising from provided documents.
Canadian Revenue Agency	1. Canada Revenue Agency to provide T5 tax return information for years 2004 to 2011.	

Exhibit 9

From: Gerald.Masuch@manlaw.com
Sent: Monday, March 18, 2013 11:33 AM
To: Doug Nishimura
Cc: Elvina Hussein; 'Fred Fenwick'; Odhams, Guy; 'Oliver, Jeffrey'; Melanie Arseneau; Murray A. Harris; McQuay, Nathan; Trevor Batty; Gerald.Albert@manlaw.com; Kathy.Matheson@manlaw.com; Chris@tricklecreekhomes.ca
Subject: RE: Eisenberg

Follow Up Flag: Follow up
Flag Status: Flagged

It is the position of Trickle Creek that interest to the end of the term in June of 2013 is not to be included in the payout calculations. It is the position of Trickle Creek that Randy Calmusky (on behalf of Theresa Calmusky) wanted the mortgage paid back asap, and Trickle Creek agreed to accomadate Randy Calmusky, and went to great expense to arrange new financing in order to pay out the Calmusky loan. Why would Trickle Creek do this, if Trickle Creek had to pay interest on both the Calmusky loan, and on the new loan??--that would make absolutely no sense. Trickle Creek was not in default under the Calmusky loan, and could have continued to make interest payments to the end of the term.

If Calmusky wants interest to the end of the term, return the monies to our office immediately, we will return the advance to the new lender, and Trickle Creek will continue to make the interest payments until the end of the term. The trust conditions are that upon use of the monies forwarded to your office, a discharge of the mortgage is be provided. If you are unable to comply with those conditions, you are no alternative to return the funds.

District of	Alberta		Exhibit 10
Division No.	02 - Calgary		
Court No.	1201-15430		
Estate No.	25-094345		

Form 12

Interim Statement of Receipts and Disbursements

RECEIPTS					
1. Miscellaneous Refunds and Receipts					
Mortgages receivable			1,555,391.94		1,555,391.94
TOTAL RECEIPTS					1,555,391.94
DISBURSEMENTS					
2. Premium					
Insurance			3,650.00		3,650.00
3. Miscellaneous					
Net Operating expense			250.00		
Utilities			988.65		
Legal fees/disbursements			48,057.46		
Receiver's fees and costs			152,621.80		
GST Paid			10,022.91		211,940.82
TOTAL DISBURSEMENTS					215,590.82
Note: How much of the total disbursements was paid for services provided by persons related to the trustee?			0.00		
Amount available for distribution					1,339,801.12
4. Levy payable under section 147 of the Act					0.00
5. Unsecured creditors					
Current dividend	0.00	less levy	0.00	0.00	
6. Amount retained in the Trust account by the Trustee:					1,339,801.12

Dated at the city of Calgary in the Province of Alberta, this 25th day of March 2013.

Grant Thornton Limited - Receiver

900, 833 - 4 Avenue SW
Calgary AB T2P 3T5
Phone: (403) 260-2500 Fax: (403) 260-2571