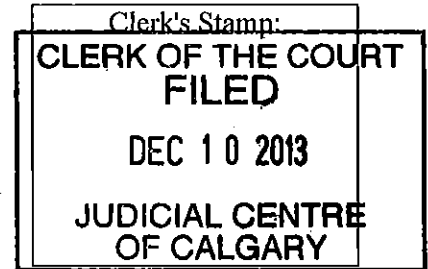


I hereby certify this to be a true copy of
the original Order
Dated this 10 day of Dec 2013
[Signature]
for Clerk of the Court



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 ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
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File No. 56679-3

DATE ON WHICH ORDER WAS PRONOUNCED: November 21, 2013

NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice K. M. Horner

AMENDED 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, as amended and restated on January 14, 2013, by the Honourable Madam Justice K. M. Horner (collectively referred to as the "Receivership Order") the Sixth Report of the Receiver dated August 27, 2013 (the "Sixth Report"), the Supplemental Sixth Report of the Receiver dated September 26, 2013 (the "Supplemental Sixth Report") and the Seventh Report of the Receiver dated November 15, 2013 (the "Seventh Report") AND UPON HEARING counsel for the Receiver and all other interested parties present;

IT IS HEREBY ORDERED THAT:

SERVICE

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 on all required parties.

DEFINED TERMS

2. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to in the residential purchase contract dated November 8, 2013, (the "RPC") between the Receiver as seller and 641295 Alberta Ltd. as buyer, attached as Appendix 2 to the Receiver's Seventh Report dated November 15, 2013.

APPROVAL OF THE RPC AND VESTING TITLE OF PROPERTY

3. The Receiver, for and on behalf of the Vendor, is authorized and directed to execute and deliver the RPC to the Purchaser, conclude the transaction contemplated by the RPC (the "Transaction") and to take all such steps and execute all such deeds, documents and instruments as may reasonably be necessary to consummate the Transaction contemplated herein substantially in accordance with its terms. Following execution and delivery of the RPC, the parties may agree to any amendments to the RPC which do not materially and adversely alter the Transaction or the RPC.
4. The Transaction is hereby approved and ratified and it is hereby declared that the Transaction is reasonable.
5. Upon the Receiver delivering a certificate (the "Closing Certificate") certifying that the Transaction has closed substantially in accordance with the terms of the RPC and the Purchase price due and owing in respect of such have been tendered to the Receiver, then:
 - (a) The Property shall be vested in the name of the Purchaser or their permitted nominee, free and clear of and from any and all estate, right, title, interest, royalty, rental and equity of redemption of 910 and all Persons who claim by, through or under 910 and subject only to the permitted encumbrances identified in the RPC (the "Permitted Encumbrances");
 - (b) 910 and all Persons who claim by, through or under 910 in respect of the Property, save and except the Permitted Encumbrances, shall stand absolutely barred and foreclosed from all estate, right, title, interest, royalty, rental and equity of redemption of the Property and, to the extent that any such Person remains in possession or control of the Property, they shall forthwith deliver possession of same to the Purchaser or their permitted nominee; and
 - (c) The Purchaser or their nominee, shall be entitled to enter into, hold and enjoy the Property for their own use and benefit without any interference of or by 910, or any Person claiming by, through or under the Debtor.

6. Upon closing of the Transaction, subject only to the Permitted Encumbrances, all of 910's right, title and interest in the Property shall vest in the Purchaser free and clear from all security interests, claim, estate, security, right, title interest and liens, including but not limited to, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, judgments, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts, encumbrances, or other rights, limitations or restrictions of any nature whatsoever, against 910 including, without limitation, any rights or interests of any of the stakeholders or creditors of the Debtor, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent (all of the foregoing being collectively referred to hereinafter as the "**Claims**"), whether such claims against 910 came into existence prior to, subsequent to or as a result of any previous Order of this Court, by or of all Persons or entities of a kind whatsoever, including, without limitation, all individuals, firms corporations, partnerships, joint ventures, trusts, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or agents, trustees, executives, administrators or other legal representatives (collectively, the "**Claimants**"), including for greater certainty and without limiting the generality of the foregoing: (i) any Claims held by or in favor of the Persons served (either directly or through their solicitors) with the Application; and (ii) the beneficiary of any Claims created or provided for pursuant to any previous Order in these proceedings including, without limitation, the Receivership Order.

7. The Receiver is authorized to deliver to the Purchaser at the closing of the Transaction contemplated by the RPC, one or more general conveyances and/or specific conveyances signed by the Receiver and, upon the filing of this Order, together with any applicable registration fees, all appropriate government authorities are hereby directed to register all transfers or conveyances, as may be required to convey clear title to the Property to the Purchaser, except for Permitted Encumbrances.

8. In relation to the Property situated in the Province of Alberta, and for greater certainty:
 - (a) Notwithstanding s. 191(1) of the *Land Titles Act* of Alberta, R.S.A. 2000, c. L-4 (Alberta), as amended, the Registrar of the North and South Alberta Land Registration District, upon being presented with a certified true copy of this Order, and instruction letter from counsel for the Receiver, is hereby directed to cancel Certificate of Title No. 131 051 272, relating to the lands legally described as:

PLAN 0715416
BLOCK 1
LOT 20
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Lands")

and issue a new Certificate of Title to the Lands in the name of the Purchaser or their nominee, free and clear of all encumbrances, save and except the following permitted encumbrances:

- (i) Utility Right of Way No. 071 548 723; and
- (ii) Caveat re: Easement and Restrictive Covenant No. 071 548 724;

For further certainty, the Registrar shall not cancel and discharge the registration of any Claims registered against the estates or interest other than the estate or interest of 910.

- (b) For greater certainty, subject only to the Permitted Encumbrances, the Purchaser shall, by virtue of the completion of the Transaction, have no liability or any kind whatsoever to any Claimants.
9. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the Property, and that from and after the delivery of the Closing Certificate, all Claims and other Encumbrances shall attach to the net process from the sale of the Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in possession or control of the person having that possession or control immediately prior to the sale.
 10. The Transaction shall not be void or voidable at the instance of the Claimants and shall not constitute nor shall be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other challengeable or reviewable transaction under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended or any other applicable federal or provincial legislation, and the Transaction or any action taken therewith, shall not constitute conduct meriting an oppression remedy.

DISTRIBUTION OF FUNDS

11. The Receiver is authorized to accept the payment of the Purchase Price from the Purchasers in the amount of \$1,420,000.00, which funds shall be released to the Receiver to be held in trust in an interest bearing account pending a further Order of the Court for distribution of the funds.

EXTENSION OF ATTACHMENT ORDER

12. The Ex-Parte Attachment Order, granted by the Honourable Justice K.D. Yamauchi on December 6, 2012, as amended by the Orders granted on December 21, 2012, January 14, 2013, February 19, 2013, April 5, 2013 and September 4, 2013, is hereby extended for an additional three (3) months from the date of this Order, on the same terms and conditions set out therein.
13. All parties affected by the Ex-Parte Attachment Order, as amended and extended, are at liberty to apply for an Order varying or vacating the Ex-Parte Attachment Order, in whole or in part, at any time prior to the expiry of the three (3) months.

" For K.M. Horner "

Justice of the Court of Queen's Bench of Alberta