



Grant Thornton

Clerk's Stamp

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 CALUMSKY, THERESA
CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK, and
JORDAN RINTOUL**

DOCUMENT: **RECEIVER'S SEVENTEENTH REPORT
JANUARY 4, 2021**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING DOCUMENT

RECEIVER
Grant Thornton Limited
1100, 332 – 6th Avenue SW
Calgary, AB T2P 0B2

Attention: Andrew Basi / Breanne Barker
Telephone: (403) 296-2992 / (403) 260-2594
Facsimile: (403) 260-2571
E-Mail: Andrew.Basi@ca.gt.com /
Breanne.Barker@ca.gt.com

COUNSEL
Field LLP
400, 444 – 7th Avenue SW
Calgary, AB T2P 0X8

Attention: Douglas S. Nishimura / Trevor Batty
Telephone: (403) 260-8548 / (403) 260-8537
Facsimile: (403) 264-7084
E-Mail: DNishimura@fieldlaw.com /
TBatty@fieldlaw.com

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Appendix 7 – TD Mortgage Statement

Confidential Appendix 8 – Proposed Distribution Summary

Introduction

1. On December 12, 2012, the Court of Queen's Bench of Alberta (the "**Court**") granted an order appointing Grant Thornton Limited (the "**Receiver**") as receiver of 910234 Alberta Ltd. ("**910**" or the "**Company**"). On January 14, 2013, the Court granted an Amended and Restated Receivership Order, which expanded the Receiver's powers.
2. The Receiver has filed a total of sixteen reports with the Court dealing with various matters related to the receivership proceedings.
3. As a result of the Receiver's Sixteenth Report and the related application on November 3, 2020, the Court granted an order ("**Judicial Listing Order**") approving the judicial listing of the Priddis Property (defined immediately below). A copy of the Judicial Listing Order is attached as **Appendix 1** to this report.
4. The primary purpose of this report (the "**Receiver's Seventeenth Report**") is to provide this Court and other interested parties with information on the Receiver's application seeking approval of a judicial sale of the property municipally described as 110 Hawks Landing Drive, Priddis, Alberta and legally described as:

PLAN 0410490

BLOCK 4

LOT 13

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Priddis Property**").

Limitations of Report

5. The information contained in the Receiver's Seventeenth Report has been obtained from the records of the Company, publicly available information, and/or is based upon discussions with and representations made by the Company's management and other professional advisors. The information was not audited nor otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about the Company. Accordingly, we do not express an opinion or any other form of assurance on the information presented herein. 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. The Receiver assumes no responsibility or liability for any loss or damage occasioned to any party

because of the circulation, publication, reproduction, or use of the Receiver's Seventeenth Report.

6. Copies of the Receiver's reports, orders granted and other documents relevant to the receivership proceedings have been made publicly available on the Receiver's website at: www.granthornton.ca/creditorupdates.
7. Capitalized terms not defined herein shall adopt the meaning as defined in the Receiver's prior reports. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. The Receiver recommends that this Receiver's Seventeenth Report be read in conjunction with the Receiver's prior reports.

Background on Settlement Agreement and Priddis Property

8. The Receiver has discussed the Settlement Agreement and the Priddis Property in several of its prior reports to the Court, including but not limited to, the Receiver's Thirteenth, Fourteenth, and Sixteenth Reports. A summary is provided below for the purposes of this report and the relief being sought.
9. Pursuant to a settlement agreement ("**Settlement Agreement**") between the Receiver and Theresa Calmusky ("**Mrs. Calmusky**"), Gary Calmusky, and Mary Calmusky, fully executed by all parties on November 2, 2015, a copy which is attached to this report as **Appendix 2**, it was agreed that:
 - a. Mrs. Calmusky grant the Receiver a second collateral mortgage in the amount of \$150,000 ("**Settlement Amount**") on the Priddis Property, subject only to the existing mortgage of the Toronto-Dominion Bank ("**TD**") in the approximate amount of \$925,000 ("**TD Mortgage**") and other permitted encumbrances as at the date of the settlement;
 - b. Mrs. Calmusky was to list the Priddis Property immediately for sale with a realtor acceptable to the Receiver; and
 - c. upon the sale of the Priddis Property, Mrs. Calmusky was to pay the sale proceeds (subject to repayment of the TD Mortgage and available proceeds after deducting closing costs) to the Receiver up to the amount of the obligations owing pursuant to the Settlement Agreement.
10. As outlined in the Receiver's Thirteenth and Fourteenth Reports, the Receiver had experienced challenges in obtaining information and cooperation from Mrs. Calmusky. As a result, the

Receiver previously sought relief for a judicial listing / sale of the Priddis Property. On October 3, 2018, the Court granted an order which directed further information and / or cooperation from Mrs. Calmusky and other parties in relation to the Priddis Property and the sale thereof.

11. As outlined in the Receiver's Fourteenth Report, it became uncertain at that time whether a sale of the Priddis Property would result in a recovery to the Receiver given the information available, market conditions, and the TD Mortgage. As a result of the Receiver's application, the Court issued an order on December 17, 2019, with the following relief:

- a. the Respondent, Theresa Calmusky, is ordered to pay the sum of \$150,000 to the Receiver forthwith;
- b. the Order shall be stayed until March 17, 2020;
- c. should Theresa Calmusky fail to pay the amounts set forth herein on or before March 17, 2020, the Receiver shall be entitled to enforce this Order in any manner it sees fit, including, but not limited to, an Application for Judicial Sale of the Priddis Property; and
- d. the Receiver was awarded costs of \$1,000.

12. The Receiver had later become aware of at least one offer submitted on the Priddis Property that would allow for a recovery of the Settlement Amount and additional costs, and as such, the Receiver made a further application to the Court on November 3, 2020 seeking the Court's approval of a judicial listing of the Priddis Property. As a result of that application, the Court granted the Judicial Listing Order.

13. The Settlement Amount plus costs awarded remains outstanding from Mrs. Calmusky at the date of this report. Furthermore, the Receiver proposes proceeding with an offer received on the Priddis Property pursuant to the Judicial Listing Order which would allow for the recovery of the Settlement Amount and costs. This is discussed in further detail in this report as follows.

Judicial Realtor and Marketing / Sale Summary

14. On November 10, 2020, John Hripko of Royal LePage Benchmark, who since 2017 was the former real estate agent engaged by Mrs. Calmusky prior to the Judicial Listing Order, was formally engaged as the judicial realtor (the "**Realtor**"). A copy of the Judicial Listing Agreement is attached as **Appendix 3** to this report.

15. A brief report as prepared by the Realtor detailing the Realtor's marketing / sale process and summary of interest received on the Priddis Property is attached as **Confidential Appendix 4**. The Realtor's report includes a description of the Realtor's efforts and interest received both prior to and following the Judicial Listing Order. The Realtor's marketing / sale efforts following the Judicial Listing Order are summarized below:

- a. the Priddis Property was listed for sale at \$1,200,000 on an "as is, where is" basis, with the judicial sale process formally commencing on November 10, 2020;
- b. the marketing efforts included:
 - i. the listing was active on the Calgary Real Estate Board, Multiple Listing Service, on three of the Realtor's real estate websites, and the Royal LePage website;
 - ii. the Priddis Property was advertised on the Calgary Real Estate News and was featured in the Neighbors Magazine, a magazine distributed monthly throughout higher income communities in Calgary;
 - iii. the Realtor contacted all parties (subject to having contact information still on hand) that had previously expressed interest in the Priddis Property; and
 - iv. the Realtor contacted all other agents who work in the Priddis area, as well as those who have listed or sold properties in the area of similar nature and price;
- c. the Realtor facilitated showings of the Priddis Property to interested parties; and
- d. the Realtor assisted the Receiver in its negotiations with interested parties.

Residential Purchase Contract and Judicial Sale

16. Based on the best efforts of the Realtor, the Receiver negotiated a Residential Purchase Contract with Mitchell Diaper and Stacey Steinberg dated December 30, 2020 ("**RPC**"), which excludes all appliances to the Priddis Property, has a possession date of 60 days following Court approval, and is subject only to Court approval. The RPC is attached as **Confidential Appendix 5** to this report.
17. The Receiver respectfully recommends the Court approve the judicial sale as outlined in the RPC ("**Judicial Sale**"). The Receiver believes that:

- a. the RPC / Judicial Sale is the highest and best result of the marketing / sale process, taking into account value, timing and certainty of closing and wishes of key stakeholders. The Receiver has discussed the offer with Stanley Eisenberg, who has taken an active role in these proceedings and is one of the applicant creditors, and he has advised the Receiver that he is supportive of the transaction and the current price in the RPC;
- b. sufficient effort to sell the Priddis Property has been expended under the circumstances, noting that it has been listed for sale since February 2017, with the judicial sale process commencing formally on November 10, 2020, and no party has acted improvidently;
- c. the marketing / sale process was conducted efficiently with integrity, provided sufficient exposure of the Priddis Property to the marketplace, and it is uncertain whether further marketing efforts would achieve a better result than the RPC / Judicial Sale;
- d. the marketing / sale process has taken into account the interests of all parties;
- e. there has been no unfairness in the marketing / sale process or the negotiation of the RPC / Judicial Sale; and
- f. the price to be paid for the Priddis Property is in the best interest of the estate and other stakeholders. As outlined in Confidential Appendix 4, the sale price is in line with the Realtor's professional opinion respecting market value. Furthermore, the sales price is also higher than a former appraisal dated August 2018 which was filed with the Court in connection with the Receiver's application on October 3, 2018.

Proposed Distribution

- 18. A copy of a Certificate of Title dated January 4, 2021 confirming the TD Mortgage and Receiver's second mortgage on the Priddis Property, is attached as **Appendix 6**.
- 19. The outstanding balance on the TD Mortgage (which is line of credit mortgage), as at January 4, 2021, was \$921,506 ("**TD Mortgage Statement**"). The TD Mortgage Statement is attached as **Appendix 7**.
- 20. As outlined, the Receiver is owed \$151,000 (Settlement Amount / second mortgage and \$1,000 costs awarded). In addition to this, a considerable amount of costs and effort have been expended in relation to the collection of the Settlement Amount and the sale of the Priddis Property. The Receiver estimates that these costs, including professional costs of the Receiver and its legal counsel, likely exceed \$60,000 when factoring in the four (4) court applications, the

length of time since the settlement agreement (2015), the challenges in obtaining information previously from Mrs. Calmusky, dealing with and corresponding with the Realtor, and negotiating the RPC.

21. The Receiver understands that property taxes of approximately \$5,601 are outstanding for 2020 and estimates that approximately \$950 will have accrued for 2021 to the proposed closing date for an estimate total outstanding balance of approximately \$6,535.

22. In the event the Court approves the Judicial Sale, the Receiver recommends the following distribution on closing:

- a. payment of realtor commissions pursuant to the Judicial Listing Agreement;
- b. payment of outstanding municipal taxes,
- c. payment to TD on account the TD Mortgage; and
- d. the balance to the Receiver pursuant to the Settlement Agreement, \$1,000 costs previously awarded, and for additional costs as outlined (collectively, the “**Proposed Distribution**”).

23. A summary calculation of the Proposed Distribution from sale proceeds is provided in **Confidential Appendix 8**.

24. Further to this, the Receiver is requesting that any proceeds from the sale of appliances currently located at the Priddis Property be distributed to the Receiver (“**Appliance Sale Proceeds Distribution**”) to cover any shortfall on the Settlement Agreement including all costs as provided for in section 10 of the Mortgage included with the Settlement Agreement, attached as Appendix 2.

Receiver's Certificate

25. In the event the Court approves the RPC / Judicial Sale and the Proposed Distribution, the Receiver proposes filing a certificate (“**Receiver's Certificate**”) with the Court confirming that the sale has been completed and funds distributed as outlined.

Sealing of Confidential Appendices

26. The Receiver recommends that Confidential Appendix 4, Confidential Appendix 5 and Confidential Appendix 8 all be sealed and kept confidential not to prejudice a future sale of the Priddis Property should the Court not approve the sale or the Judicial Sale not close.

Recommendation

27. Based on this report, the Receiver respectfully recommends that this Court approve:
- a. the Receiver's activities as detailed herein;
 - b. the RPC / Judicial Sale;
 - c. the Proposed Distribution and the Appliance Sale Proceeds Distribution; and
 - d. the sealing of Confidential Appendix 4, Confidential Appendix 5 and Confidential Appendix 8.

DATED at Calgary Alberta, this 4th day of January 2021.

Grant Thornton Limited,
in its capacity as receiver of
910234 Alberta Ltd.
and not in its personal capacity



Per: Andrew Basi, CPA, CA, CIRP, LIT
Senior Vice President



Per: Breanne Barker, CPA, CIRP, LIT
Manager

Appendix 1

Clerk's Stamp:



COURT FILE NUMBER	1201-15430
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFFS	STANLEY EISENBERG, BRENDA EISENBERG, JACK EISENBERG, LYNN EISENBERG and EISENBERG'S PROPERTIES LTD.
DEFENDANTS	910234 ALBERTA LTD., RANDY CALMUSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK and JORDAN RINTOUL
DOCUMENT	<u>ORDER re JUDICIAL LISTING</u>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Field LLP 400 – 444 – 7 Avenue SW Calgary AB T2P 0X8 Lawyer: Douglas S. Nishimura Phone Number: (403) 260-8548 Fax Number: (403) 264-7084 Email Address: dnishimura@fieldlaw.com File No. 56679-3
DATE ON WHICH ORDER WAS PRONOUNCED:	<u>Tuesday, November 3, 2020</u>
LOCATION WHERE ORDER WAS PRONOUNCED:	<u>Calgary, Alberta</u>
NAME OF JUSTICE WHO MADE THIS ORDER:	<u>Madam Justice K. M. Horner</u>

ORDER

UPON THE APPLICATION of the Grant Thornton Limited, Receiver of 910234 Alberta Ltd. (the "Receiver"); AND UPON HAVING read the Application filed by the Receiver on October 26, 2020; AND UPON being referred to the documents outlined in the said Application filed by the Receiver, including the Sixteenth Receiver's Report, dated October 26, 2020 (the "Receiver's Report"); AND UPON hearing counsel for the Receiver and all other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application and supporting materials in the manner described in the Affidavit of Service is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.

2. In this Order, the mortgaged lands to be offered for sale are the following:

PLAN 0410490
BLOCK 4
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

and municipally described as 110 Hawks Landing Drive, Priddis, Alberta (the "**Property**").

3. There is outstanding, due and owing to the Receiver under the mortgage granted by the Defendant, Theresa Calmusky ("**Calmusky**"), to the Receiver appended to the Receiver's Report (the "**Mortgage**") the sum of \$150,000.00 as at the 24th day of September, 2018, plus costs on a solicitor and client basis, as worded in the Mortgage, plus other amounts chargeable under the Mortgage (the "**Indebtedness**"). A further cost award was granted pursuant to the December 17, 2019 Order in the amount of \$1,000, for a total amount of \$151,000.00.
4. If Calmusky repays the Indebtedness in full prior to the Property being sold then the Receiver shall provide Calmusky with a registrable discharge of the Mortgage.
5. The Property shall be judicially listed for sale with a licensed real estate agent (the "**Realtor**") to be selected at the sole discretion of the Receiver, upon the terms and conditions mentioned in the directions to the realtor attached to this Order.
6. The Realtor shall be entitled to post a "FOR SALE" sign of the type customarily posted by a realtor at a conspicuous location on the Property, which sign shall remain during the period of the judicial listing and shall not be interfered with by any person.
7. During the period of the judicial listing, the Defendant, Theresa Calmusky ("**Calmusky**") and/or any person in possession of the Property shall cooperate with the Realtor, and shall allow access to the Property to the Realtor, any representative of the Realtor, any other realtor approved by

the Realtor, and any prospective purchaser, upon receiving (48) hours' notice given by the Realtor for a viewing between 8:00 A.M. and 8:00 P.M. The notice may be delivered via email to Calmusky at tcalmusky@hotmail.com and rcalmusky@telus.net, confirming that:

- (a) they have not, nor has anyone in their household, travelled internationally within the past 2 weeks;
 - (b) they have not been in contact with anyone in the past 2 weeks that has tested positive for Covid-19;
 - (c) they do not currently have any symptoms of Covid-19, including, but not limited to a fever, dry cough, or flu like symptoms;
 - (d) they have not, nor has anyone in their household, tested positive for Covid-19;
 - (e) they are not, nor is anyone in their household, awaiting test results for Covid-19;
 - (f) they will wear a mask while viewing the premises; and
 - (g) they will not touch any items or surfaces while viewing the premises other than door knobs necessary to open doors within the premises.
8. Any and all other real estate listings relative to the Property shall be cancelled during the period of the judicial listing ordered herein.
9. If the Property becomes vacant or abandoned during the course of this action then the Receiver or his agent may enter the Property for the purpose of doing any and all things necessary to preserve them, and the Receiver shall not be considered a trespasser.
10. The Toronto Dominion Bank ("TD") is hereby authorized and directed to provide the Receiver with a payout statement and per diem amounts in relation to TD's mortgage registered against the Property as Instrument No. 091 143 909 (the "TD Mortgage").
11. Upon receipt of an offer which the Receiver wishes to accept, the Receiver shall apply to this Court, on notice to those parties in attendance at the within application, for an Order Approving the Sale, Vesting Title in the Purchaser(s) name and settling costs of the relevant proceedings.

12. Service of this order and all subsequent documents in this action may be effected upon Calmusky by email at the address tcalmusky@hotmail.com and rcalmusky@telus.net; and by delivering a copy by courier to the Property.



J.C.Q.B.A.

APPROVED AS TO FORM AND CONTENT:

FIELD LLP



Per: _____
Douglas S. Nishimura, counsel for
Grant Thornton Limited Receiver of 910234
Alberta Ltd.

BISHOP & MCKENZIE LLP



Per: _____
Anthony L. Dekens, counsel for Theresa Calmusky

HMC LAWYERS LLP



Per: _____
Erin A. Viala, Counsel for Alberta Securities
Commission

JUDICIAL LISTING AGREEMENT

TO: The Realtor

1. You are hereby given authority as an officer of the Court to list for sale the Property with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The Property shall be offered for sale subject to registered encumbrances, liens and interests prior to the TD Mortgage but free and clear of the TD Mortgage and all registered encumbrances, liens and interests subsequent to the TD Mortgage.
3. The listing price shall be **\$1,200,000.00** or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
4. The listing shall take effect immediately or on the date the listing is accepted in writing by the realtor, and shall continue for a period of ninety (90) days thereafter.
5. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the Receiver. If the offer is insufficient to allow the Receiver to satisfy the Indebtedness, it may be rejected by the Receiver at the Receiver's sole discretion. Otherwise counsel for the Receiver shall either apply without notice to reject an offer or apply on notice for the court to consider that offer. Where the Receiver rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the defendants, TD and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise counsel for the Receiver in writing, immediately following the expiry of the judicial listing.
7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

7% of the first \$100,000 – 3% of the balance – or such lesser amount as may agreed by you – plus applicable taxes thereon
8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Receiver to be applied against Calmusky's indebtedness to the Receiver.
9. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
 - (a) be in writing and shall be signed by the offeror; and

- (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - (c) provide for a possession date to be determined by the Court; and
 - (d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to this Judicial Listing Agreement; and
 - (e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
10. Nothing in the listing shall:
- (a) affect the right of Calmusky to pay all amounts owing to the Receiver under the Receiver's mortgage and thereby terminate this listing; or
 - (b) create or impose any liability on the Receiver or the Court for the payment of any real estate commission or other compensation arising out of this listing.
11. The terms of the listing may be modified by the Court on application of any interested party on five days' notice.

ACCEPTED THIS _____ DAY OF _____,
2020.

By: _____
An Agent licensed pursuant to the
Real Estate Act, R.S.A. 2000, c. R-5

APPROVED this 3rd day of November, 2020.



J.C.Q.B.A.

SCHEDULE "A" TO THE REAL ESTATE PURCHASE CONTRACT entered into between

THE COURT OF QUEEN'S BENCH OF ALBERTA
(the "Seller")

and

(the "Buyer")

The terms of this schedule replace, modify or add to the terms of the agreement of purchase and sale (the "Real Estate Purchase Contract") to which this schedule is attached. Where there is any inconsistency between the terms of this Schedule and the Real Estate Purchase Contract, the provisions of this Schedule shall prevail.

AS IS - WHERE IS

1. The Buyer acknowledges and agrees to purchase the Property , all buildings and improvements located on the Property (the "Property"), and any and all fixtures ("Attached Goods") and chattels ("Unattached Goods") included in the Real Estate Purchase Contract or included in the sale of the property, "as is" and agrees with the Seller that neither the Seller, nor its agents or representatives have made any representations or warranties with respect to the Property or any Attached Goods or Unattached Goods included in the sale of the Property. Without limiting the generality of the foregoing, the Buyer agrees that neither the Seller nor its agents have made any representations or warranties with respect to:
 - (a) the condition of any buildings or improvements located on the Property;
 - (b) the condition of any Attached Goods or Unattached Goods included in the Real Estate Purchase Contract or otherwise sold with the Property;
 - (c) whether the Property complies with any existing land use or zoning bylaws or regulations, or municipal development agreements or plans;
 - (d) the location of any buildings and other improvements on the Property and whether such location complies with any applicable municipal bylaws or regulations;
 - (e) whether or not any buildings or improvements located on the Property encroach onto any neighbouring lands or any easements or rights of way;
 - (f) whether or not any buildings or improvements located on any neighbouring lands encroach onto the Property;
 - (g) the size and dimensions of the Property or any building or improvements located thereon;
 - (h) whether or not the Property is contaminated with any hazardous substance; and

- (i) whether or not any of the buildings or other improvements located on the Property have been insulated with urea formaldehyde insulation.

OWNERSHIP OF UNATTACHED GOODS

- 2. The Buyer agrees that the Seller is selling only such interest as it may have in any Attached goods or Unattached Goods referred to in the Real Estate Purchase Contract, or which may be located on the Property, and the Seller does not warrant that it has title to such Attached Goods or Unattached Goods. Further, the Buyer agrees that the Seller will not be liable for the removal of any chattels found on the Property prior to or on the date of closing. On closing, the Buyer may have possession of the Attached Goods and Unattached Goods which are then on or about the Property on an "as is" basis, and the Seller will not provide a Bill of Sale, Warranty, or other title document to the Buyer. Further, there will be no adjustment or abatement of any kind to the Purchase Price with respect to any Attached Goods or Unattached Goods.

REAL PROPERTY REPORT & COMPLIANCE

- 3. The Seller is not required to provide the Buyer with a real property report or compliance certificate. Should the Seller provide the Buyer with a copy of a survey or real property report, the Buyer agrees that any use of or reliance upon such document shall be at the Buyer's own risk. The Buyer must satisfy itself that the survey or real property report which the Seller might provide accurately reflects the Property and the buildings and improvements located thereon as they currently exist and the Seller shall not be responsible for any errors or omissions which might exist on such document. The Seller does not represent or warrant the accuracy or validity of the said survey or real property report or compliance certificate.

CONDOMINIUM

- 4. If the Property is a condominium:
 - (a) the Seller is not required to provide any condominium documentation to the Buyer and the Buyer shall be solely responsible to obtain any condominium documentation he may require. Without limiting the generality of the foregoing, the Buyer may obtain on his own and at his sole costs and expenses any estoppel certificate, copy of the condominium bylaws and financial statement for the Condominium Corporation that he may require;
 - (b) the Buyer must satisfy himself with the condition of the condominium unit, the common property, and the financial condition of the condominium corporation and agrees that neither the Seller nor its agents, have made any representations or warranties pertaining to same including, without limiting the generality of the foregoing, the adequacy of any reserve fund the condominium corporation might have, any potential special assessments which might be levied by the condominium corporation or the existence of any legal actions pending against the condominium corporation;
 - (c) the Seller shall be responsible for amounts payable up to the closing date on account of any condominium fees and special assessments levied by the condominium corporation.

GOODS AND SERVICES TAX (G.S.T.)

5. In addition to the purchase price payable thereunder, the Buyer shall pay to the Seller and indemnify the Seller against all Goods and Services Tax ("G.S.T.") payable on the purchase price as required by the Excise Tax Act. The Seller will not provide to the Buyer a Certificate of Exempt Supply, or any other certificate certifying that this purchase and sale transaction is not subject to the Goods and Services Tax. Should the Seller fail to collect G.S.T. from the Buyer, it shall not be construed by the Buyer as a certification by the Seller that no G.S.T. is payable by the Buyer hereunder, and the Buyer shall remain liable for any G.S.T. which might be payable with respect to this transaction.

ACCEPTANCE BY FACSIMILE

6. The Seller and Buyer agree that this contract may be signed in counterpart, and the acceptance of this offer communicated or confirmed by facsimile transmission shall be binding upon the parties. The Buyer agrees to promptly deliver an executed original Real Estate Purchase Contract to the Seller.

RECEIVERSHIP PROCEEDING

7. This offer is being made pursuant to or in a Court of Queen's Bench receivership proceeding and, as such, the Offer may be accepted only by Order of said Court and is subject to the terms of that Order. Any agreement arising out of the Seller's acceptance of this Offer is conditional upon the approval thereof by the said Court.

Buyer's Initial

Date

SETTLEMENT AGREEMENT

Between:

Grant Thornton Inc.,
in its capacity as Receiver-Manager (the "**Receiver**")
of 910234 Alberta Ltd. ("**910**")

and

Theresa Calmusky, Gary Calmusky and Mary Calmusky
(the "**Calmuskys**")

WHEREAS the Receiver holds judgments in favour of the Estate of 910, against the Calmuskys;

AND WHEREAS the Calmuskys have made claims against the Estate of 910, which claims were rejected by the Trustee in Bankruptcy of 910;

AND WHEREAS the Receiver has commenced enforcement procedures with respect to the judgments;

AND WHEREAS the parties wish to settle the obligations of the Calmuskys to the Estate of 910 and all other disputes related to the Estate of 910.

IN CONSIDERATION of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby admitted;

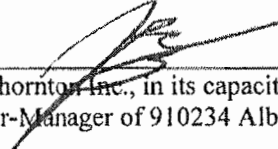
THE PARTIES agree as follows:

1. Theresa Calmusky agrees to pay the sum of \$150,000 (the "**Settlement Payment**") to the Receiver in full satisfaction of all claims against the Calmuskys by the Estate of 910.
2. As security for the Settlement Payment, Theresa Calmusky shall grant a collateral mortgage (the "**Mortgage**") in that amount against the real property owned by Theresa Calmusky, municipally described as 110 Hawk's Landing and legally described as Plan 0410490, Block 4, Lot 13 (the "**Property**").
3. The Mortgage will be a second mortgage, subject only to the existing prior mortgage and encumbrances listed on title as of the present date, in the amounts listed as of the present date. Theresa Calmusky covenants and agrees that no encumbrances ranking higher than the Mortgage will be created or registered and that no further advances on the existing first mortgage will be made.
4. Theresa Calmusky shall immediately list the Property for sale with a realtor acceptable to the Receiver, acting reasonably. Any sale of the Property by Theresa Calmusky shall be subject to the prior approval and consent of the Receiver, acting reasonably.
5. Upon the sale of the Property, Theresa Calmusky shall cause the net proceeds of such sale, after payment of realtor fees, commissions and prior encumbrances to be paid to the Receiver, to the extent required to satisfy this Settlement Agreement and the Promissory Note. Should the

proceeds be insufficient to complete the Settlement Payment, Theresa Calmusky shall be indebted to the Receiver for the deficiency, payable on demand.

6. Theresa Calmusky shall obtain a waiver of any dower rights held by Randy Calmusky with respect to the Property to give effect to this Settlement Agreement.
7. The Parties shall exchange releases with respect to any claims against each other as of the present date, including any claims related to the judgments and any disputed claims against the Receiver and the Estate of 910 by the Calmuskys.
8. The Releases in favour of the Calmuskys shall be held in trust and may not be used until full and final payment of the Settlement Payment is made. The Release in favour of the Receiver and the Estate of 910 shall be effective immediately as of the date of this Settlement Agreement.
9. To the extent not already withdrawn, the Calmuskys shall immediately withdraw or discontinue any existing actions or applications with respect to claims against the Estate of 910. Upon registration of the Mortgage, the Receiver shall cause the Estate of 910 to adjourn any applications related to the enforcement of the Judgments *sine die* and will withdraw or discontinue such actions and shall discharge any existing writs against Theresa Calmusky, Gary Calmusky and Mary Calmusky upon payment of the Settlement Payment.
10. This Settlement Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
11. This Settlement Agreement may be executed in counterpart by the parties hereto and may be transmitted via facsimile or email; each executed counterpart will be deemed to be an original and the counterparts together will constitute one and the same Settlement Agreement.

DATED the 2 day of Nov, 2015

Per: 
Grant Thornton Inc., in its capacity as
Receiver-Manager of 910234 Alberta Ltd.

Witness

Gary Calmusky

Witness

Gary Calmusky,
as Executor of the Estate of Mary Calmusky

Witness

Theresa Calmusky

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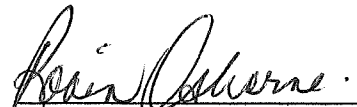
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DATED the ____ day of May, 2015

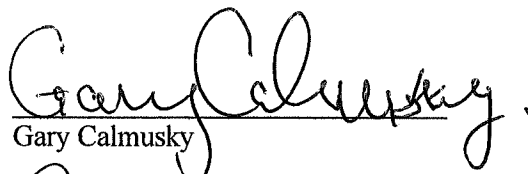
Per: _____
Grant Thornton Inc., in its capacity as
Receiver-Manager of 910234 Alberta Ltd.



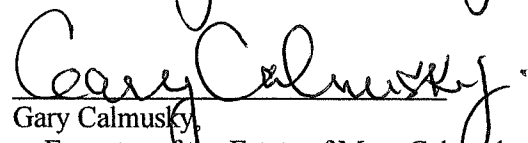
Witness



Witness



Gary Calmusky



Gary Calmusky
as Executor of the Estate of Mary Calmusky

Witness

Theresa Calmusky

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DATED the 17 day of August, 2015

Per: _____
Grant Thornton Inc., in its capacity as
Receiver-Manager of 910234 Alberta Ltd.

Witness

Gary Calmusky

Witness

Gary Calmusky,
as Executor of the Estate of Mary Calmusky

Witness

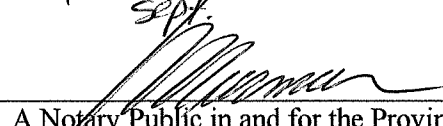
Theresa Calmusky

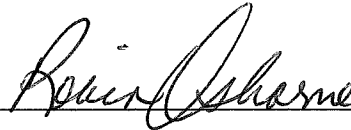
AFFIDAVIT OF EXECUTION

I, Robin Osborne, of the City of Thorold, in the Province of Ontario, MAKE OATH AND SAY:

1. THAT I was personally present and did see Gary Calmusky, as Executor of the Estate of Mary Calmusky pursuant to a Power of Attorney, named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Thorold, in the Province of Ontario, and that I am the subscribing witness thereto.
3. THAT I know the said person and he is in my belief, of the full age of eighteen.

SWORN BEFORE ME at the City of
Thorold, in the Province of Ontario, this
2nd of ~~May~~ Sept, 2015.


A Notary Public in and for the Province of Ontario

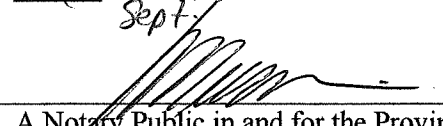


AFFIDAVIT OF EXECUTION

I, Robin Osborne, of the City of Thorold, in the Province of Ontario, MAKE OATH AND SAY:

1. THAT I was personally present and did see Gary Calmusky, named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Thorold, in the Province of Ontario, and that I am the subscribing witness thereto.
3. THAT I know the said person and he is in my belief, of the full age of eighteen.

SWORN BEFORE ME at the City of
Thorold, in the Province of Ontario, this
2nd of ~~May~~ Sept, 2015.


A Notary Public in and for the Province of Ontario



AFFIDAVIT OF EXECUTION

I, Robin Osborne, of the City of Thorold, in the Province of Ontario,
MAKE OATH AND SAY:

1. THAT I was personally present and did see Gary Calmusky, in his personal capacity and in his capacity as Executor of the Estate of Mary Calmusky pursuant to a Power of Attorney, named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at Thorold, in the Province of Ontario, and that I am the subscribing witness thereto.
3. THAT I know the said person and he is in my belief, of the full age of eighteen.

SWORN BEFORE ME at the City of
Thorold, in the Province of Ontario,
this 2 of May, 2015.

Peter J. Jurmain
A Notary Public in and for the Province of
Ontario

)
)
)
)
)

Robin Osborne

Peter J. Jurmain
Jurmain Law Office
8A Clairmont Street
Thorold, Ontario L2V 1R1
Telephone: 905-227-2829
Fax: 905-227-9206

R.C.

HOUSE OF PRIDDI'S

- SWORN BEFORE ME at the City of Calgary, in
the Province of Alberta, this 17th of May, 2015,
August

Chen

47

MORTGAGE
"The Land Titles Act"

THERESA CALMUSKY (the "**Mortgagor**"), of 110 Hawk's Landing Drive, Priddis, Alberta, T0L 1W0, is the registered owner of an estate in fee simple, in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum written or endorsed on the Certificate of Title, in the following lands:

PLAN 0410490
BLOCK 4
LOT 13
EXCEPTING THEREOUT ALL MINE AND MINERALS

(the "**Lands**")

In Consideration of the sum of ONE HUNDRED AND FIFTY THOUSAND 00/100 (\$150,000.00) DOLLARS (the "**Principal Sum**") owed to **GRANT THORNTON LIMITED.**, in its capacity as Receiver/Manager of 910234 Alberta Ltd., of 900, 833 - 4 Avenue SW, Calgary AB T2P 3T5, (the "**Mortgagee**") by virtue of a settlement agreement between Mortgagor and the Mortgagee, the Mortgagor covenants with the Mortgagee as follows:

1. REPAYMENT

The Mortgagor shall pay to the Mortgagee the Principal Sum outstanding without interest forthwith upon sale of the Lands at the Mortgagee's address set forth above, or such other address as the Mortgagee shall direct.

2. RESTRICTION AGAINST TRANSFER

In the event the Mortgagor sells or otherwise disposes of all or a portion of the Lands, the Principal Sum without interest secured by this Mortgage shall become immediately due and payable.

3. REPAIR

The Mortgagor shall keep the Lands and the buildings, erections and improvements in good condition and repair, and the Mortgagee may enter upon and inspect the Lands. The reasonable cost of such inspection shall be payable by the Mortgagor on demand, and if not demanded or if not paid immediately upon demand, shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands. If the Mortgagor fails to keep the Lands in good condition and repair and commits or permits any act of waste on the Lands (as to which the Mortgagee shall be sole judge), the Principal Sum shall become due and payable. In default of payment of any amounts owing under this Mortgage, the Mortgagor may enter upon the Lands and may make such repairs as it deems necessary. The costs of such repairs shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately on demand, shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands.

4. INSURANCE

(a) The Mortgagor shall insure each and every building or improvement now or hereafter placed or

erected upon the Lands, and keep them constantly insured against loss or damage by fire, and as the Mortgagee shall require, insure against loss or damage by tempest, tornado, cyclone, flood or lightning to the full insurable value both during construction, and thereafter.

- (b) At the request of the Mortgagee, the Mortgagor will carry additional insurance against any other insurable risks as the Mortgagee may require.
- (c) Every policy of insurance shall be effected on such terms, with such insurer and through such agency as may be approved by the Mortgagee subject to the rights of any creditor holding a mortgage ranking in priority to the Mortgage. The loss under each policy, or any renewals shall be made payable to the Mortgagee with preference in its favour over any other person, and any form of assignment shall be in form satisfactory to the Mortgagee. Prior to any advance under this Mortgage, the Mortgagor shall deliver to the Mortgagee the policy or policies evidencing such insurance. At least 15 days prior to the termination of such insurance the Mortgagor shall deliver to the Mortgagee evidence of renewal or replacement.
- (d) The Mortgagee may require any insurance upon the buildings and improvements to be cancelled and new insurance effected, all at the expense of the Mortgagor. Any amount paid in respect of such insurance by the Mortgagee shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately on demand shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee and shall be a charge upon the lands. In the event the Mortgagor is unable for any reason to effect or maintain new insurance, or in the case of the cancellation of any insurance upon the buildings and improvements for any cause whatsoever, the outstanding balance of Principal Sum secured and not previously paid shall immediately become due and payable.
- (e) Notwithstanding anything to the contrary contained in this Mortgage, in the event that the Mortgagor fails to execute, perform or maintain any obligation with respect to insurance, the Mortgagee may effect such insurance as it deems proper without the consent of the Mortgagor. Such expense shall be payable immediately upon demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately upon demand shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands. The Mortgagee shall not be responsible for any failure to have insurance placed, or for any loss arising out of any defect in any policy or because of failure of any insurance company to pay for any loss insured against or because of failure of the Mortgagee to insure to the full insurable value, or for any reason whatsoever.
- (f) In case of loss or damage, the Mortgagor shall immediately notify the Mortgagee and shall provide the Mortgagee with all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. The Mortgagee shall have the right to apply the insurance funds towards repairing, rebuilding or reinstating any buildings or improvements, or in or toward the payment of the outstanding balance of the Principal Sum secured under this Mortgage, notwithstanding that no amount at such time may be due and payable under the terms of repayment, and any other sum owing to the Mortgagee. No damage may be repaired or any reconstruction effected without the approval of the Mortgagee.
- (g) The Mortgagor will not do or omit or cause anything to be done or omitted which shall render the insurance under this Mortgage to be void or voidable.

5. TAXES

- (a) The Mortgagor will pay, as they fall due, all taxes, rates, liens, charges, encumbrances, claims or assessments which are now or may hereafter be imposed, charged or levied upon the Lands (the

"Taxes"), or on this Mortgage, or on the Mortgagee in respect of this Mortgage. Upon the request of the Mortgagee, the Mortgagor will produce for the Mortgagee's inspection, receipted bills with regard to the payment of the Taxes or such other proof as the Mortgagee may require, in satisfactory form to the Mortgagee and at the Mortgagor's expense, as proof that all such payments have been made in full.

- (b) With respect to municipal taxes, school taxes, and local improvement assessments (the "**Municipal Taxes**"), which are not or may hereafter be imposed, charged or levied upon the Lands:
 - (i) The Mortgagee may deduct from any advance of the monies secured by this Mortgage, an amount sufficient to pay the Municipal Taxes that have become or will become due and payable and are unpaid at the date of any advance;
 - (ii) The Mortgagor shall pay all Municipal Taxes as they fall due, and shall, at the Mortgagee's request, forward to the Mortgagee receipts as proof of such payments.
- (c) In the event the Mortgagor fails to pay any Taxes or Municipal Taxes, the Mortgagee may pay such Taxes or Municipal Taxes, and all monies not expended by the Mortgagee for any such purposes shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately on demand, shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands.
- (d) The Mortgagor shall immediately upon receipt, deliver to the Mortgagee, any and all assessment notices, tax notices, or other notices affecting the imposition of taxes with respect to the Lands.
- (e) The Mortgagor agrees that should penalties of any nature whatsoever be imposed for whatever reason, the Mortgagor shall assume full responsibility for such penalties.

6. FIXTURES

All erections, buildings, improvements or chattels, fixed or otherwise, now or hereafter placed upon the Lands (including without limitation, all fences, aeries, heating, lighting, ventilating and air-conditioning apparatus, elevators and machinery, whether movable or stationary with the proper cooling and refrigeration equipment, radiators and covers, fixed mirrors, window blinds, fitted blinds, storm doors, storm windows, window screens and screen doors, shutters and awnings and all wall to wall floor covering, and all growing things) are fixtures, and form part of or are deemed to form part of the realty and of the security taken under this Mortgage. In the event of any loss or damage to such fixtures, the Mortgagor shall repair, rebuild, reinstate or restore the fixtures within sixty (60) days, failure of which will constitute a breach of covenant under this Mortgage. The Mortgagee shall be entitled, but shall not be obligated to repair, rebuild, reinstate or restore the fixture. All monies expended by the Mortgagee in that behalf shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately on demand, shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands.

7. MORTGAGOR'S COVENANTS

The Mortgagor makes the following covenants:

- (a) The Mortgagor has good title in fee simple to the Lands;
- (b) The Mortgagor has the right to Mortgage the Lands;

- (c) The Mortgagor will pay the outstanding balance of the Principal Sum secured under this Mortgage, and shall observe all the covenants contained in this Mortgage;
- (d) In the event of default, the Mortgagee shall have quiet possession of the Lands, free from all encumbrances;
- (e) The Mortgagor will execute such further assurances of the Lands as may be requisite;
- (f) The Mortgagor has done no act to encumber the Lands in priority to this Mortgage except for permitted encumbrances.

8. DEFAULT

In the event of the Mortgagor' default in any of the covenants, agreements, provisos or stipulations expressed or implied:

- (a) The Mortgagee may observe and perform or cause to be observed and performed, such covenants, agreements, provisos or stipulations. All monies expended by the Mortgagee for any such purposes shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately on demand, shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands. Nothing contained in this Mortgage shall be deemed to hold the Mortgagee responsible for, and the Mortgagee shall not be responsible for any loss arising out of its observance or performance, or failure to observe or perform, or its agents' or employees' observance or performance, or failure to observe or perform any such covenants, agreements, provisos or stipulations;
- (b) The Mortgagee may send or employ an inspector or agent to inspect and report upon the value, state and condition of the Lands and retain a solicitor to examine and report upon the title to the Lands;
- (c) The Mortgagee may without the consent of any person, enter upon the Lands and may make such arrangements for completing construction of, repairing or putting in order, any building or other improvements on the Lands, or for taking care of, leasing, collecting the rents and managing generally the Lands as it may deem expedient;
- (d) The Mortgagor irrevocably authorizes and empowers the Mortgagee to appoint a receiver of the mortgaged premises, and from time to time to remove such receiver and similarly appoint another in his stead. The receiver shall be deemed to be the agent of the Mortgagor and not the Mortgagee and may enter on the Lands and make arrangements for completing the construction, repairing or putting in order any buildings or other improvements on the Lands, or for inspecting, taking care of, managing, leasing and collecting any rents;
- (e) The Mortgagee may sell or dispose of the Lands, with or without entering into possession, without notice, unless the giving of notice shall be required by law. All the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute, or by this Mortgage or both, may be exercised. The Mortgagee may sell or otherwise dispose of any part of the Lands on such terms of credit or part cash and part credit secured by contract or agreement for sale or mortgage or otherwise, as shall to the Mortgagee appear to be most advantageous, and for such prices, as in the opinion of the Mortgagee, can reasonably be obtained. In the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any monies until actually received by it in cash. Sales may be made from time to time of parts of the Lands to satisfy parts of the outstanding balance of the Principal Sum, as the Mortgagee deems appropriate. The Mortgagee may make stipulations as to title or evidences or commencement of title, or otherwise, as

the Mortgagee shall deem proper, and may vary or rescind any contract or sale made by virtue of these presents, and may buy in and resell the Lands or any part of the Lands, either by private sale or public auction, without being responsible for any expense, loss or deficiency on resale, may sell on such terms as to cash or credit or otherwise as to it shall deem appropriate. The Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary;

- (f) The whole of the outstanding balance of the Principal Sum secured under this Mortgage, shall, at the option of the Mortgagee become due and payable.

9. WAIVER OF DEFAULT

The Mortgagee may, in writing, at any time or times after default, waive such default, but any waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

10. COSTS

All solicitors', inspectors', valuers' and surveyors' fees and expenses relating to the drawing and registering of this Mortgage or any collateral security documentation, or any renewals thereof, and for examining the Lands and the title to the Lands, and for making or maintaining this Mortgage as a first charge on the Lands, together with all sums which the Mortgagee may, and does from time to time advance, expend or incur as principal, insurance premiums, taxes, rates, or in or toward payment of any liens, charges, encumbrances of claims charged or to be charged against the Lands, or in maintaining, repairing, restoring or completing the Lands, and in inspecting, leasing managing and improving the Lands, including the price or value of any goods of any sort of description supplied to be used on the Lands, and in protecting, exercising, enforcing or attempting to protect, exercise or enforce or in pursuance of any right, power, remedy or purpose, and any legal costs between solicitor and client, and also an allowance for the time, work and expense of the Mortgagee, or of any agent, solicitor or servant of the Mortgagee, for any purpose here provided and whether such sums are advanced or insured with the Mortgagor's knowledge, consent, concurrence or acquiescence or otherwise, shall be payable on demand by the Mortgagor to the Mortgagee, and if not demanded or if not paid immediately on demand, shall be added to the Principal Sum and be immediately paid by the Mortgagor to the Mortgagee, and shall be a charge upon the Lands.

11. EXTENSION

No extension of time or consent to alteration of principal repayments given by the Mortgagee to the Mortgagor, or his assigns, or anyone claiming under him, or other dealing by the Mortgagee with the owner of the equity of redemption in the Lands shall prejudice or affect the rights of the Mortgagee against the Mortgagor, or any other person.

12. RELEASE

The Mortgagee may release the Mortgagor or anyone claiming under him or any other person or persons liable for any outstanding balance secured under this Mortgage. The Mortgagee may surrender, release or abandon or omit to perfect or enforce any securities, remedies or proceedings which the Mortgagee may now or hereafter hold, take or acquire, and may apply all monies received from the Mortgagor, or others or from securities upon such part of the Mortgage indebtedness as the Mortgagee may think best, without prejudice to or in any way limiting or lessening the liability of the Lands or of any surety or obligor or any other person liable for payment. The Mortgagee shall incur no liability to any person by reason of anything contained in this Mortgage. Any covenant, agreement or liability of the Mortgagor shall continue in full force as long as any monies remain unpaid under this Mortgage but the Mortgagee shall not be bound to exhaust its resources or revenue against the Lands or the Mortgagor, or other parties, or the securities it may hold before being entitled to obtain from any surety or obligor the amounts guaranteed or secured.

13. JUDGMENT

The taking of a judgment or judgments under any of the covenants contained in this Mortgage shall not operate as a merger of the covenants. The exercise or attempted exercise of one or more of the Mortgagee's rights or remedies under this Mortgage shall not affect, delay or prejudice its other rights or remedies or operate as a waiver. Any or all of the Mortgagee's rights or remedies may be exercised concurrently.

14. PRIOR MORTGAGES

In the event the Mortgagor defaults in the observance or the performance of any of the covenants, provisos, agreements or conditions contained in any Mortgage to which this Mortgage is subject, then the outstanding balance of the Principal Sum secured under this Mortgage shall immediately become due and payable.

15. ALTERATIONS OR ADDITIONS

The Mortgagor shall not make or permit to be made any alterations or additions to the Lands or use the Lands or permit them to be used for the purpose of any business, trade or manufacture of any description, without the consent of the Mortgagee. Upon the registration of any lien against the Lands the outstanding balance of the Principal Sum secured under this Mortgage shall immediately become due and payable.

16. DISCHARGE

The Mortgagee shall have a reasonable time after payment in full of the outstanding balance secured under this Mortgage to prepare and execute a discharge of this Mortgage (all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor).

17. AUTHORITY

Any discretion, option, decision or opinion on the part of the Mortgagee to be exercised or formed, shall be sufficiently exercised or formed if done or subsequently ratified by the manager or acting manager for the time being, of the Mortgagee's office in Alberta, or any officer or agent appointed by the Mortgagee for that purpose.

18. REGISTRATION OF RENEWAL

This Mortgage may be renewed at the option of the Mortgagee, on such terms and conditions as the Mortgagee may, in its sole discretion, deem appropriate. Any agreement for the renewal of this Mortgage prior to the execution of a discharge, need not be registered in the Land Titles Office, but shall be effectual and binding upon the Mortgagor and upon any subsequent Mortgagor of the Lands or any part of the Lands when deposited in or held in the offices of the Mortgagee, either in the Province of Alberta, or elsewhere.

19. SUBROGATION

If any of the monies advanced under this Mortgage shall be applied in the payment of any existing charge or encumbrance against the Lands, the Mortgagee may, at its option, be subrogated to all the rights of, and stand in the position of, and be entitled to all the equities of the person or persons entitled to such charge or encumbrance, whether such charge or encumbrance shall or shall not have been discharged. The decision of the Mortgagee as to the validity or amount of any advance or disbursements made under this mortgage, or of any claim so paid off, shall be final and binding upon the Mortgagor.

20. MORTGAGEE IN POSSESSION

The Mortgagee shall not be deemed a Mortgagee in possession by reason of the granting of this Mortgage or the exercise by the Mortgagee of any of the rights or remedies granted or observed.

21. MORTGAGE

For the better securing the Mortgagee the repayment of the outstanding balance secured under this Mortgage, the Mortgagor mortgages to the Mortgagee all of the Mortgagor's estate and interest in the Lands.

22. LAND TITLES ACT

This Mortgage is made with reference to and under The *Land Titles Act* of the Province of Alberta.

23. HEADINGS

The article headings and marginal notes contained in this Mortgage are for reference purposes only, and shall not affect, in any way, the meaning or interpretation of this Mortgage.

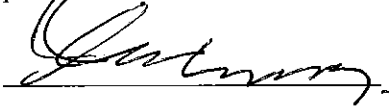
24. GENERAL

Wherever the singular number or masculine gender is used in this Mortgage, it shall be construed as including the plural and feminine and neuter respectively, where the fact or context so requires. The heirs, executors, administrators, successors and assigns of any parties executing the Mortgage are jointly and severally bound by the covenants and agreements, stipulations and provisos. The covenants, agreements, stipulations and provisos stated in this Mortgage shall be in addition to those granted or implied by statute.

IN WITNESS WHEREOF WE have executed this document at the City of of Calgary, in the Province of Alberta, this 17 day of May, 2015.

R.C. August
R.D.

SIGNED by
The above-named Mortgagor in the
presence of




THERESA CALMUSKY

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, PAUDY CALMUSKY,
of the HAMLET of PRIDDS
in the Province of Alberta
MAKE OATH AND SAY THAT:

1. I was personally present and did see **Theresa Calmusky** named in the annexed Instrument, who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed at the CITY of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know said parties, and they are in my belief of the full age of eighteen years.

SWORN before me at the CITY of CALGARY
in the Province of Alberta, this 17 day of
May, 2015.

A Commissioner for Oaths in and for
the Province of Alberta

ELLY PARROTT
A Commissioner for Oaths
in and for the Province of Alberta
My Commission Expires 05-30-2017

JUDICIAL LISTING AGREEMENT

TO: The Realtor

1. You are hereby given authority as an officer of the Court to list for sale the Property with the Multiple Listing Service, if any, in effect in the area in which the property is located.
2. The Property shall be offered for sale subject to registered encumbrances, liens and interests prior to the TD Mortgage but free and clear of the TD Mortgage and all registered encumbrances, liens and interests subsequent to the TD Mortgage.
3. The listing price shall be **\$1,200,000.00** or such higher price as you may recommend after a comparative market analysis is conducted by you prior to the commencement of this judicial listing.
4. The listing shall take effect immediately or on the date the listing is accepted in writing by the realtor, and shall continue for a period of ninety (90) days thereafter.
5. Within a reasonable time of receiving any offer, you shall forward a true copy of the said offer to counsel for the Receiver. If the offer is insufficient to allow the Receiver to satisfy the Indebtedness, it may be rejected by the Receiver at the Receiver's sole discretion. Otherwise counsel for the Receiver shall either apply without notice to reject an offer or apply on notice for the court to consider that offer. Where the Receiver rejects an offer, or obtains an order without notice rejecting an offer, it shall forthwith serve the defendants, TD and subsequent encumbrancers with a copy of such offer.
6. If no offers are received during the listing period, you shall so advise counsel for the Receiver in writing, immediately following the expiry of the judicial listing.
7. In the event that, as a result of the listing, a purchaser is introduced whose offer is accepted by the Court, and the transaction is completed by the purchaser paying the full purchase price and title is registered in the name of the purchaser or its nominee, then, in such event, you will receive a commission as follows:

7% of the first \$100,000 – 3% of the balance – or such lesser amount as may agreed by you – plus applicable taxes thereon
8. You shall have a first charge against the sale proceeds in the amount of any commission payable hereunder. If the Court accepts an offer to purchase and the purchaser fails to complete the purchase, and the Court does not order relief from forfeiture of the deposit, you will retain, as compensation for services rendered, fifty per cent (50%) of the said deposit (provided such amount does not exceed the commission payable had the sale been fully completed) and you will pay the balance of the deposit to counsel for the Receiver to be applied against Calmusky's indebtedness to the Receiver.
9. All offers submitted pursuant to the judicial listing shall, subject to further order of the Court:
 - (a) be in writing and shall be signed by the offeror; and

- (b) be subject to the approval and acceptance by the Court on such terms as the Court considers appropriate; and
 - (c) provide for a possession date to be determined by the Court; and
 - (d) contain and be subject to the terms and conditions as are contained in Schedule "A" which is attached to this Judicial Listing Agreement; and
 - (e) be accompanied by a certified cheque or money order payable to your real estate company for the deposit amount referred to in the offer.
10. Nothing in the listing shall:
- (a) affect the right of Calmusky to pay all amounts owing to the Receiver under the Receiver's mortgage and thereby terminate this listing; or
 - (b) create or impose any liability on the Receiver or the Court for the payment of any real estate commission or other compensation arising out of this listing.
11. The terms of the listing may be modified by the Court on application of any interested party on five days' notice.

ACCEPTED THIS 10 DAY OF November
2020.

By: _____

An Agent licensed pursuant to the
Real Estate Act, R.S.A. 2000, c. R-5

APPROVED this 3rd day of November, 2020.

Karen Horner

J.C.Q.B.A.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0030 343 024 0410490;4;13 111 108 435

LEGAL DESCRIPTION
PLAN 0410490
BLOCK 4
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;3;22;29;S
ATS REFERENCE: 5;3;22;29;NW

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 091 143 908

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

111 108 435 04/05/2011 TRANSFER OF LAND \$1,400,000 NOMINAL

OWNERS

THERESA CALMUSKY
OF 110 HAWK'S LANDING DRIVE
PRIDDIS
ALBERTA T0L 1W0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

931 148 784 25/06/1993 UTILITY RIGHT OF WAY
 GRANTEE - MEOTA GAS CO-OPERATIVE ASSOCIATION
 LIMITED.
 PRIDDIS
 ALBERTA

041 059 939 11/02/2004 CAVEAT
 RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

111 108 435

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

GOVERNMENT ACT

CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO.
31.

BOX 5605

HIGH RIVER

ALBERTA T1V1M7

041 128 338 13/04/2004 RESTRICTIVE COVENANT

071 285 701 08/06/2007 CAVEAT

RE : PURCHASERS INTEREST

CAVEATOR - PRIDDIS CREEK DEVELOPMENTS LTD.

C/O 1500, 407-2 ST SW

CALGARY

ALBERTA T2P2Y3

AGENT - BROCK CARSCALLEN

091 143 909 26/05/2009 MORTGAGE

MORTGAGEE - THE TORONTO DOMINION BANK.

500 EDMONTON CITY CENTRE EAST

EDMONTON

ALBERTA T5J5E8

ORIGINAL PRINCIPAL AMOUNT: \$925,000

161 000 796 04/01/2016 RELEASE OF DOWER RIGHTS

BY - RANDY CALMUSKY

161 000 797 04/01/2016 MORTGAGE

MORTGAGEE - GRANT THORNTON LIMITED.

900, 833 - 4 AVE SW

CALGARY

ALBERTA T2P3T5

ORIGINAL PRINCIPAL AMOUNT: \$150,000

161 058 472 03/03/2016 CERTIFICATE OF LIS PENDENS

BY - ALBERTA SECURITIES COMMISSION.

FRAUDULENT PREFERENCES ACT

TOTAL INSTRUMENTS: 008

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 4 DAY OF
JANUARY, 2021 AT 09:43 A.M.

ORDER NUMBER: 40756518

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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

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BR #: 104 ACCOUNT: 3268621 CRL SHORTNAME: CALMUSKY T R
FROM: 01 / 01 / 2020 TO: 01 / 04 / 2021 ACCESS TO FUNDS AMT: N/A
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FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
—	01/20/2020	PAYMENT - THANK YOU	3,491.85 CR	921,506.01-
—	01/31/2020	INTEREST	3,490.88 DR	924,996.89-
—	02/21/2020	PAYMENT - THANK YOU	3,490.88 CR	921,506.01-
—	02/28/2020	INTEREST	3,266.60 DR	924,772.61-
—	03/23/2020	PAYMENT - THANK YOU	3,266.60 CR	921,506.01-
—	03/31/2020	INTEREST	2,935.05 DR	924,441.06-
—	04/20/2020	PAYMENT - THANK YOU	2,935.05 CR	921,506.01-
—	04/30/2020	INTEREST	2,238.84 DR	923,744.85-
—	05/15/2020	PAYMENT - THANK YOU	2,238.84 CR	921,506.01-
—	05/29/2020	INTEREST	2,311.35 DR	923,817.36-
—	06/16/2020	PAYMENT - THANK YOU	2,311.35 CR	921,506.01-

FN=> R-RETURN REQUEST, S-SELECT DETAILS, X-EXEMPT

BR #: 104 ACCOUNT: 3268621 CRL SHORTNAME: CALMUSKY T R
FROM: 01 / 01 / 2020 TO: 01 / 04 / 2021 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
—	06/30/2020	INTEREST	2,237.14 DR	923,743.15—
—	07/20/2020	PAYMENT - THANK YOU	2,237.14 CR	921,506.01—
—	07/31/2020	INTEREST	2,312.25 DR	923,818.26—
—	08/17/2020	PAYMENT - THANK YOU	2,312.25 CR	921,506.01—
—	08/31/2020	INTEREST	2,311.80 DR	923,817.81—
—	09/30/2020	INTEREST	2,239.94 DR	926,057.75—
—	10/01/2020	PAYMENT - THANK YOU	2,311.80 CR	923,745.95—
—	10/21/2020	PAYMENT - THANK YOU	2,239.94 CR	921,506.01—
—	10/30/2020	INTEREST	2,312.44 DR	923,818.45—
—	11/20/2020	PAYMENT - THANK YOU	2,312.44 CR	921,506.01—
—	11/30/2020	INTEREST	2,237.89 DR	923,743.90—

BR #: 104 ACCOUNT: 3268621 CRL SHORTNAME: CALMUSKY T R
FROM: 01 / 01 / 2020 TO: 01 / 04 / 2021 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
=	12/16/2020	PAYMENT - THANK YOU	2,237.89 CR	921,506.01-
-	12/31/2020	INTEREST	2,311.53 DR	923,817.54-

