

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 EIGHTEENTH REPORT
July 12, 2021**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING DOCUMENT

RECEIVER

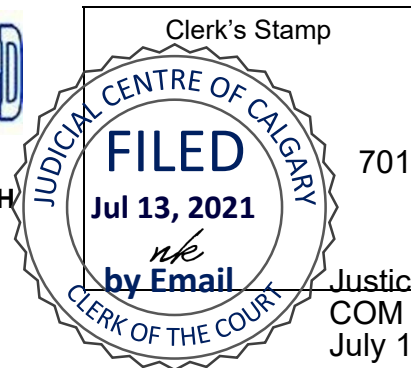
Grant Thornton Limited
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Calgary, AB T2P 0B2

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COUNSEL

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701589

Justice D.B. Nixon
COM
July 19, 2021

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Appendix 6 – Summary of Professional Fees

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Introduction

1. On December 12, 2012, the Court of Queen's Bench of Alberta (the "**Court**") granted an order appointing Grant Thornton Limited as receiver (in such capacities, the "**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 seventeen previous reports (the "**Prior Reports**") with the Court dealing with various matters related to the receivership proceedings.
3. On January 5, 2021 the Receiver filed an application seeking various relief supported by the Receiver's Seventeenth Report, including certain Confidential Appendices. As a result of that application, on January 11, 2021, the Court pronounced the following:
 - a. an Order, attached to this report as **Appendix 1**, approving the transaction (the "**Transaction**") proposed in the Receiver's Seventeenth Report; and
 - b. an Order, attached to this report as **Appendix 2**, sealing the Confidential Appendices to the Receiver's Seventeenth Report;
4. On April 13, 2021 the Receiver filed an application seeking relief supported by the Receiver's Seventeenth Report, including certain Confidential Appendices. As a result of that application, on April 21, 2021, the Court pronounced the following:
 - a. an Order, attached to this report as **Appendix 3**, approving the distribution (the "**TD Mortgage Distribution**") proposed in the Receiver's Seventeenth Report.
5. The primary purpose of this report (the "**Receiver's Eighteenth Report**") is to provide this Court and other interested parties with information on the Receiver's application seeking approval of:
 - a. the Receiver's activities described in the Receiver's Eighteenth Report and the Prior Reports to the Court in these proceedings;
 - b. the assignment of the Judgement (defined herein) to the trustee in the bankruptcy proceedings of the Company;
 - c. the Final R&D (defined herein);
 - d. the additional professional fees and costs of the Receiver and its legal counsel;

- e. the Final Distribution (defined herein); and
- f. the Receiver's discharge, upon filing of a discharge certificate with the Court as outlined herein.

Limitations of Report

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

The Transaction

- 9. The sale of the property municipally described as 110 Hawks Landing Drive, Priddis Alberta (the "**Priddis Property**") to Mitchell Diaper and Stacey Steinberg pursuant to a Residential Purchase Contract dated December 30, 2020, and detailed in the Receiver's Seventeenth Report, was completed successfully on March 16, 2021. A Receiver's Certificate on completion of the sale was filed with the Court by the Receiver on March 16, 2021.

The TD Mortgage Distribution

10. On April 28, 2021, the Receiver issued a distribution of \$930,431.75 to the Toronto-Dominion Bank as payment in full of its first ranking mortgage on the Priddis Property.

Randy Calmusky Judgement

11. On January 13, 2014, the Receiver was granted a consent judgement (the "**Judgement**") against Randy Calmusky, ("**Mr. Calmusky**") the sole director of the Company, in the amount of \$966,319. A copy of the Judgement is attached to this report as **Appendix 4**.
12. To date, there have been no realizations achieved as a result of the Judgement. The Receiver believes it unlikely that there will be any realizations possible from the Judgement for the following reasons:
 - a. Mr. Calmusky filed statutory declarations (the "**Declarations**") of his financial position on December 24, 2018 and February 7, 2020, both listing:
 - i. minimal assets, consisting solely of personal effects;
 - ii. other liabilities (excluding the TD Mortgage noted above) totaling approximately \$383,000 and \$233,000, respectively;
 - iii. Mr. Calmusky as unemployed with no self-employment income;
 - iv. Canada Pension Plan and Old Age Security payments as the only regular income streams; and
 - v. on the February 7, 2020 declaration only, an immaterial one-off payment from Elections Canada.
 - b. an Equifax consumer report dated January 3, 2019 supports Mr. Calmusky's lack of employment and other liabilities, as listed in the Declarations; and
 - c. Mr. Calmusky's advanced age makes a material change improvement in his financial position highly unlikely.
13. For the reasons listed above, the Receiver does not intend to incur any further time costs or expenses in pursuit of a settlement of the Judgement.

14. The Receiver is in receipt of correspondence from counsel to Stanley Eisenberg, Brenda Eisenberg, Jack Eisenberg, Lynn Eisenberg and Eisenberg Properties Ltd., the plaintiffs in the receivership proceedings, stating their intention to pursue an application under section 38 of the Bankruptcy and Insolvency Act (the "**Section 38 Application**") to bring forward the Judgement for the benefit of all creditors of the Company.
15. To facilitate the Section 38 Application, the Receiver respectfully recommends the Court approve an assignment of the Judgement to Grant Thornton Limited in its capacity as the Trustee in Bankruptcy (in such capacities, the "**Trustee**") of the Company.
16. The receiver believes the Section 38 Application to be in the best interests of stakeholders. The costs to pursue the Judgement will no longer be borne by creditors generally whilst the bankruptcy estate would still be entitled to any surplus in net recoveries arising from the Section 38 Application.

Final Statement of Receipts and Disbursements

17. A Final Statement of Receipts and Disbursements (the "**Final R&D**"), with the estimated professional fees and other expenses to conclude this matter and the associated bankruptcy proceedings, is attached as **Appendix 5**. Based on the Final R&D, there is estimated to be approximately \$86,709 (the "**Net Funds Available**") of cash in trust available for distribution to the Company's creditors.

Professional Fees

18. A summary of professional fees and costs of the Receiver and the Receiver's legal counsel is attached as **Appendix 6** (the "**Professional Fee Summary**"). The Professional Fee Summary includes professional fees and costs previously approved by the Court and additional professional fees and costs to be approved by the Court (including an estimate to conclude).
19. The Receiver is of the opinion that the additional fees and costs of the Receiver and the Receiver's legal counsel, which are outlined on the Professional Fee Summary, are fair and reasonable in the circumstances, and therefore respectfully recommends that the Court approve these fees and costs. Copies of the accounts are available upon request.

Proposed Final Distribution

20. There is a total of \$6,605,000 of proven claims against the Company, based on the Receiver's prior claims process conducted in this matter. As approved by the Court, the Receiver has issued the following distributions to creditors:

- a. \$1,000,000 on March 10, 2014;
- b. \$1,500,000 on December 6, 2015; and
- c. \$350,000 on April 15, 2020.

21. The Receiver respectfully recommends the Court approve a final distribution (the "**Final Distribution**") of the Net Funds Available to the Company's creditors.

22. Should any of the Final Distribution funds remain uncollected by creditors 60 days after the Final Distribution is issued (the "**Uncollected Distributions**"), the Receiver will transfer the Uncollected Distributions to the Trustee for the benefit of the specific creditors to whom the Uncollected Distributions were issued. If the Uncollected Distributions remain uncollected at the conclusion of the bankruptcy proceedings, the Trustee will deal with them in accordance with Directive No. 18 of the Office of the Superintendent of Bankruptcy.

Receiver's Discharge

23. Subject to this Court's approval of the various matters included in this report, the Receiver believes that, other than the assignment of the judgement, the payment of the Final Distribution and the transfer of the Uncollected Distributions to the Trustee, the receivership proceedings are substantially complete and it is appropriate to terminate the receivership proceedings and discharge the Receiver upon the Receiver filing with the Court a discharge certificate (the "**Discharge Certificate**"), substantially in the form attached as **Appendix 7**.

Recommendations and Intended Course of Action

24. Based on the information contained herein, the Receiver respectfully recommends that this Court approve:

- a. the Receiver's activities as described in the Receiver's Eighteenth Report and the Prior Reports;
- b. the assignment of the Judgement to the Trustee;

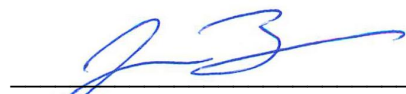
- c. the Final R&D;
- d. the professional fees of the Receiver and the Receiver's legal counsel;
- e. the Final Distribution;
- f. the transfer of the Uncollected Dividends to the Trustee; and
- g. the termination of the receivership proceedings and discharge of the Receiver upon the filing of the Discharge Certificate with the Court.

25. Subject to obtaining approval from this Court to do so, the Receiver intends to:

- a. complete the Final Distribution;
- b. transfer the Uncollected Distributions to the Trustee;
- c. assign the Judgement to the Trustee;
- d. attend to any administrative items to conclude the receivership proceedings and file the Discharge Certificate with the Court; and
- e. follow any further advice and directions of this Court.

DATED at Calgary Alberta, this 12th day of July 2021.

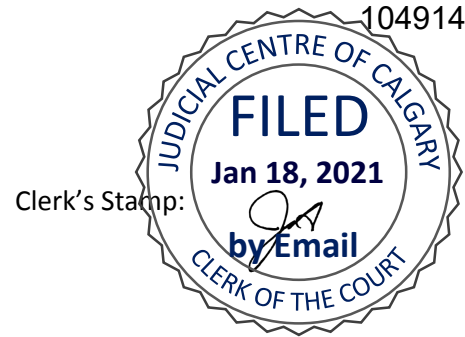
Grant Thornton Limited,
in its capacity as receiver of
910234 Alberta Ltd.
and not in its personal capacity



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



James Saxton, FCCA
Manager



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>APPROVAL OF SALE AND VESTING ORDER</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>Monday, January 11, 2021</u>
LOCATION WHERE ORDER WAS PRONOUNCED:	<u>Calgary, Alberta</u>
NAME OF JUSTICE WHO MADE THIS ORDER:	<u>Justice J. T. Neufeld</u>

ORDER

UPON THE APPLICATION of Grant Thornton Limited, the Court appointed receiver (the "**Receiver**") of the assets, properties and undertakings of 910234 Alberta Ltd. ("**910**") for an Order approving the sale transaction (the "**Transaction**") contemplated by a residential purchase contract (the "**Contract**") between the Receiver and Mitchell Diaper and Stacey Steinberg (collectively referred to as the "**Purchasers**") dated December 30, 2020 and appended as Confidential Appendix 5 to the Receiver's Seventeenth Report dated January 4, 2021 (the "**Seventeenth Report**") and vesting in the Purchasers (or

its nominee), the Respondent, 910 and Theresa Calmusky's right, title and interest in and to the Lands as defined below;

AND UPON HAVING read the Application submitted for filing by the Receiver on January 5, 2021; AND UPON being referred to the documents outlined in the said Application of the Receiver, including the Seventeenth 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.

APPROVAL OF TRANSACTION

2. The Transaction is hereby approved and execution of the Contract by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Property to the Purchasers (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Receiver's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Receiver's Closing Certificate**"), all of 910 and Theresa Calmusky's right, title and interest in and to the Lands (listed in Schedule "B" hereto) shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:
 - (a) any encumbrances or charges created by the Receivership Order;

- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta); and
- (d) those Claims listed in Schedule "C" hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule "D" (collectively, "**Permitted Encumbrances**");

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Lands are hereby expunged, discharged and terminated as against the Lands.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Property subject only to Permitted Encumbrances. Without limiting the foregoing:

- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (b) cancel existing Certificate of Title No. 171 104 375 for those Lands and premises 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 "**Property**").

- (i) issue a new Certificate of Title for the Lands in the name of the Purchasers (or its nominee;
 - (ii) transfer to the New Certificate of Title the existing instruments listed in Schedule "D", to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in Schedule "D"; and
 - (iii) discharge and expunge the Encumbrances listed in Schedule "C" to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;
- 5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Contract. presentment of this Order and the Receiver's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
- 6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Contract.
- 7. Upon delivery of the Receiver's Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity.
- 8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Lands (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Lands from and after delivery of the Receiver's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Lands and may be asserted against the net proceeds from sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and

remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Lands without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Contract or by section 5 of the Alberta Employment Standards Code, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against 910.
10. Upon completion of the Transaction, 910 and all persons who claim by, through or under the 910 in respect of the Lands, and all persons or entities having any Claims of any kind whatsoever in respect of the Lands, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Lands, and to the extent that any such persons or entities remain in the possession or control of any of the Lands, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Lands, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
11. Theresa Calmusky (and/or any occupant of the Property) shall delivery up possession of the Property to the Purchasers upon closing. If the Property is occupied upon closing, the Receiver is at liberty to request a civil enforcement agency to evict any occupant of the Property.
12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Lands for its own use and benefit without any interference of or by 910, or any person claiming by, through or against 910.
13. The proceeds of any sale of appliances currently excluded from the Contract which may be negotiated after the date of this Order shall be retained by the Receiver and applied to any deficiency owing to the Receiver on account of the Mortgage, Settlement Agreement or costs associated therewith. The Receiver may remove the appliances for sale to a third party, with the

proceeds applied to any deficiency owing to the Receiver as set forth above. In the event that the Receiver does not wish to remove the appliances, Theresa Calmusky shall be entitled to remove the appliances at her own cost by a professional firm and shall account to the Receiver for any damages associated therewith. In the event Theresa Calmsuky does not wish to remove the appliances, the Receiver shall be entitled to leave the appliances on the premises in accordance with the Contract.

14. In the event that Receiver does not wish to remove the appliances the Receiver shall be entitled to leave on the premises in accordance with the Real Estate Purchase Contract.
15. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
16. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
17. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in 910's records pertaining to 910's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which 910 was entitled.
18. The Receiver, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, 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 order and to provide such assistance to the Receiver, as an officer of the 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.

20. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.
21. 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.



Justice of the Court of Queen's Bench

APPROVED AS TO FORM AND CONTENT:

BISHOP & MCKENZIE LLP

Per: 

Anthony L. Dekens,
Counsel for Theresa Calmusky

SCHEDULE "A"

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>RECEIVER'S CERTIFICATE</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

RECITALS

- A. Pursuant to a Receivership Order granted on December 10, 2012, by the Honourable Mr. Justice S. J. LoVecchio, as amended and restated on January 14, 2013, by the Honourable Madam Justice K. M. Horner (collectively referred to as the "**Receivership Order**"), Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of 910234 Alberta Ltd. (the "**910**").
- B. Pursuant to an Order of the Court dated _____, 2021, the Court approved the agreement of purchase and sale made as of December 30, 2020 (the "**Contract**") between the Receiver and Mitchell Diaper and Stacey Steinberg (the "**Purchaser**") and provided for the vesting in the Purchaser (or its nominee) of 910's and Theresa Calmusk's right, title and interest in and to the Lands, which vesting is to be effective with respect to the Lands upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Lands; (ii) that the conditions to Closing as set out in section * of the Contract have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Contract.

THE RECEIVER CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Receiver has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Contract;
2. The conditions to Closing as set out in section * of the Contract have been satisfied or waived by the Receiver and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at [Time] on [Date].

**GRANT THORNTON LIMITED, in its capacity as
Receiver/Manager of the assets and
undertakings of 910234 Alberta Ltd. and not in
its personal capacity**

Per: _____

SCHEDULE "B"
(the Lands)

PLAN 0410490

BLOCK 4

LOT 13

EXCEPTING THEREOUT ALL MINES AND MINERALS

SCHEDULE "C"
(Encumbrances)

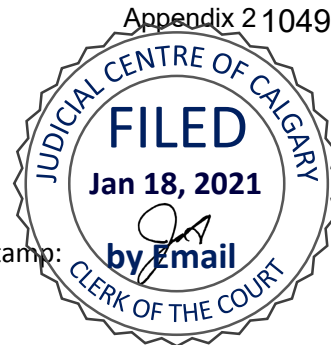
Instrument No. 071 285 701 – Caveat – Purchaser's Interest – Priddis Creek Development Ltd.;
Instrument No. 091 143 909 – Mortgage – The Toronto Dominion Bank;
Instrument No. 161 000 796 – Release of Dower Rights – Randy Calmusky
Instrument No. 161 000 797 – Mortgage – Grant Thornton Limited
Instrument No. 161 058 472 – Certificate of Lis Pendens – Alberta Securities Commission

SCHEDULE "D"
(Permitted Encumbrances)

Instrument No. 931 148 784 – Utility Right of Way

Instrument No. 041 059 939 – Caveat re: Development Agreement

Instrument No. 041 128 338 – Restrictive Covenant



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>SEALING ORDER</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>Monday, January 11, 2021</u>
LOCATION WHERE ORDER WAS PRONOUNCED:	<u>Calgary, Alberta</u>
NAME OF JUSTICE WHO MADE THIS ORDER:	<u>Justice J. T. Neufeld</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 January 4, 2021; AND UPON being referred to the documents outlined in the said Application filed by the Receiver, including the Seventeenth Receiver's Report dated January 4, 2021 (the "Receiver's Report") and the Confidential Appendices 4, 5 and 8;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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.

SEALING

2. The Confidential Appendices shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4, Part 6 of the *Alberta Rules of Court*.
3. The Clerk of the Court shall file the Confidential Supplement, including the appendices thereto, in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

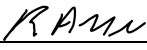
CONFIDENTIAL APPENDICES

THIS ENVELOPE CONTAINS THE CONFIDENTIAL APPENDICES 4, 5 AND 8 OF THE RECEIVER'S SEVENTEENTH REPORT DATED JANUARY 4, 2021 OF GRANT THORNTON LIMITED, IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF 910234 ALBERTA LTD.

THE CONFIDENTIAL APPENDICES ARE SEALED PURSUANT TO THE SEALING ORDER ISSUED BY THE HONOURABLE JUSTICE J. T. NEUFELD ON JANUARY 11, 2021 AND NO PERSON IS TO HAVE ACCESS TO THE CONFIDENTIAL APPENDICES UNTIL THE RECEIVER HAS FILED A RECEIVER'S CERTIFICATE.

4. The content of the Application proceedings on January 11, 2021, the Court file, the transcript of proceedings, documents related to these application proceedings (including this Order) and related facts shall not be published in the news media, including newspapers or media broadcasts until further order of this Court or the date that is ninety days after the subsequent Order of this Court discharging the Receiver.
5. An application to unseal the Confidential Appendices may be made at any time upon fourteen days' written notice to counsel for the Receiver.

6. 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.
7. This Order must be served only upon those interested parties attending or represented at the within Application and service may be effected by facsimile, electronic mail, personal delivery or courier and shall constitute good and sufficient service.



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

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 FOR INTERIM DISTRIBUTION</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>Wednesday, April 21, 2021</u>
LOCATION WHERE ORDER WAS PRONOUNCED:	<u>Calgary, Alberta</u>
NAME OF JUSTICE WHO MADE THIS ORDER:	<u>Justice L. B. Ho</u>

ORDER

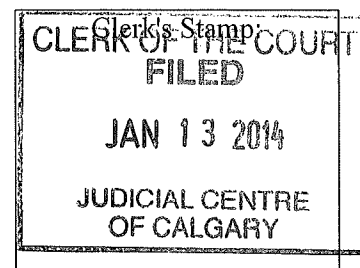
UPON THE APPLICATION of Grant Thornton Limited, the Court appointed receiver (the "Receiver") of the assets, properties and undertakings of 910234 Alberta Ltd. ("910"); AND UPON HAVING read the Application and the Affidavit of Elvina Hussein sworn April 13, 2021, submitted for filing on April 13, 2021; AND UPON being referred to the documents outlined in the said Application of the Receiver, including the Seventeenth Report, filed; 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 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;
1. The Receiver is authorized and directed to make the distribution as set out in the Receiver's Seventeenth Report dated January 4, 2021, namely, payout of the Mortgage registered by The Toronto Dominion Bank, Instrument No. 091 143 909.



Justice of the Court of Queen's Bench



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, JORDAN
RINTOUL AND RYAN CALMUSKY

DOCUMENT **CONSENT ORDER**

Field LLP
400 - 604 1 ST SW
Calgary AB T2P 1M7
Lawyer: Douglas Nishimura
Phone Number: (403) 260-8548
Fax Number: (403) 264-7084
Email Address: dnishimura@fieldlaw.com
File No. 56679-3

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

DATE ON WHICH ORDER WAS PRONOUNCED: January 13, 2014

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

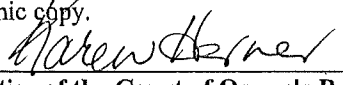
CONSENT ORDER

UPON THE APPLICATION of Grant Thornton Limited, as Receiver-Manager of 910234 Alberta Ltd. (the "**Receiver**"); AND UPON HAVING read the Application filed by the Receiver on October 18, 2013, 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 Brief of Grant Thornton Limited filed October 25, 2013; AND UPON being referred to the evidence described in the above materials filed by the Receiver; AND UPON HEARING counsel for the Receiver and all other interested parties present; AND UPON noting the consent of counsel for Randy Calmusky;

IT IS HEREBY ORDERED AND DECLARED THAT:

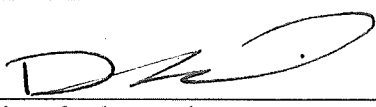
1. The Receiver is hereby granted judgment against Randy Calmusky in the sum of \$966,319 (the "**Judgment**"), and Randy Calmusky is directed to repay the amount of the Judgment to the Receiver.

2. The Judgment is without prejudice to the position of any party as to the characterization of the nature of the debt in future proceedings.
3. This Order may be approved via fax or electronic copy.

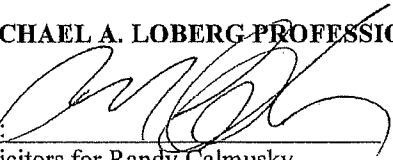

Justice of the Court of Queen's Bench of Alberta

CONSENTED TO THE FORM OF ORDER GRANTED:

FIELD LLP

Per: 
Solicitors for the Receiver

MICHAEL A. LOBERG PROFESSIONAL CORP.

Per: 
Solicitors for Randy Calmusky

**In the Matter of the Receivership of 910234 Alberta Ltd.
Final Statement of Receipts and Disbursements
For the period to December 12, 2012 to Completion**

Receipts

Mortgages receivable	\$ 2,767,322
Sale of property	1,083,315
Sale of assets enbloc	929,442
Settlement	80,875
Interest allocation	38,575
Income tax refund	4,460
Miscellaneous other receipts	59
Cash on hand	53
Utility refunds	41
	4,904,142

Disbursements

Distributions to Investors	2,846,026
Distribution to secured creditor	930,432
Legal fees/disbursements	519,444
Receiver's fees and costs	402,012
GST remitted	36,767
Transfer to bankruptcy estate	20,000
Trustee's fees	12,015
Insurance	10,690
Property taxes paid	10,052
GST paid	10,149
Utilities	3,342
Security	2,644
Net operating expenses	1,371
Miscellaneous expenses	1,246
Bank charges	630
Local paper	223
Ascend license fee	170
Fees paid to registrar	150
Fees paid to official receiver	70
Other miscellaneous disbursements	18
Search fees	9
	4,807,458

Balance of funds held in trust as at June 10, 2021

\$ 96,684

Estimated Disbursements to Completion

Estimated receiver fees and costs	\$ 3,000	
Estimated legal fees and costs	6,500	
GST on estimated disbursements	475	
		(9,975)

Net Funds Available

\$ 86,709

Note: All bankruptcy expenses to date have been paid out of the Receivership, including the Trustee's fees and expenses to date. The requisite number of inspectors of the bankrupt estate approved these fees and costs of the Trustee. \$20,000 has been transferred to the bankruptcy estate to cover the Trustee's fees and expenses to completion.

**IN THE MATTER OF THE RECEIVERSHIP OF
910234 ALBERTA LTD.
SUMMARY OF PROFESSIONAL FEES**

	Invoice	Fees	Costs	Sub-total	GST	Total
Professional Fees - Receiver						
to March 31, 2020	LABS-2647	6,445.00	-	6,445.00	322.25	6,767.25
to April 30, 2020	LABS-2682	4,197.50	-	4,197.50	209.88	4,407.38
to September 30, 2020	LABS-2807	3,495.00	35.60	3,530.60	174.75	3,705.35
to October 31, 2020	LABS-2840	5,760.00	9.52	5,769.52	288.00	6,057.52
to November 30, 2020	LABS-2866	5,277.50	-	5,277.50	263.88	5,541.38
to December 31, 2020	LABS-2891	9,900.00	-	9,900.00	495.00	10,395.00
to January 31, 2021	LABS-2915	11,395.00	9.52	11,404.52	569.75	11,974.27
to March 31, 2021	LABS-2969	4,065.00	-	4,065.00	203.25	4,268.25
to April 30, 2021	LABS-2994	4,755.00	-	4,755.00	237.75	4,992.75
to May 31, 2021	LABS-3019	2,375.00	-	2,375.00	118.75	2,493.75
to June 30, 2021	LABS-3031	4,055.00	-	4,055.00	202.75	4,257.75
Sub-total		61,720.00	54.64	61,774.64	3,086.01	64,860.65
Estimate to completion		3,000.00	-	3,000.00	150.00	3,150.00
Total Receiver Fees to be Approved		64,720.00	54.64	64,774.64	3,236.01	68,010.65
Professional Fees - Receiver's legal counsel						
dated March 31, 2020	547162	1,035.00	130.00	1,165.00	55.75	1,220.75
dated May 7, 2020	551484	2,760.00	36.25	2,796.25	139.81	2,936.06
dated October 8, 2020	567607	1,863.00	-	1,863.00	93.15	1,956.15
dated November 9, 2020	571410	6,762.00	181.70	6,943.70	344.69	7,288.39
dated December 17, 2020	576825	3,864.00	111.77	3,975.77	198.79	4,174.56
dated January 31, 2021	582362	8,738.00	247.45	8,985.45	449.27	9,434.72
dated March 31, 2021	589184	4,931.50	240.20	5,171.70	252.45	5,424.15
dated April 30, 2021	592460	4,015.00	162.75	4,177.75	206.39	4,384.14
dated May 31, 2021	595532	770.00	-	770.00	38.50	808.50
Sub-total		34,738.50	1,110.12	35,848.62	1,778.80	37,627.42
Estimate to completion		6,500.00	-	6,500.00	325.00	6,825.00
Total Legal Fees to be Approved		41,238.50	1,110.12	42,348.62	2,103.80	44,452.42
Total Professional Fees to be Approved		\$ 105,958.50	\$ 1,164.76	\$ 107,123.26	\$ 5,339.81	\$ 112,463.07

Notes:

On November 26, 2015, the Court granted an order approving (among other things) Receiver fees and costs of \$300,435 and legal fees and costs of \$428,260.

On April 8, 2020, the Court granted an order approving (among other things) Receiver additional fees and costs of \$39,819 and legal fees and costs of \$55,335.

The above summary includes the additional fees and costs to date and an estimate for completion of the receivership for which the Receiver is seeking approval.



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.**

DEFENDANTS: **910234 ALBERTA LTD., RANDY CALUMSKY, THERESA CALMUSKY, KYLE CALMUSKY, CALE HUMENIUK, and JORDAN RINTOUL**

DOCUMENT: **DISCHARGE CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING DOCUMENT

RECEIVER

Grant Thornton Limited
1100, 322 – 6th Avenue SW
Calgary, AB T2P 0B2

Attention: Andrew Basi / James Saxton
Telephone: (403) 296-2992 / (403) 260-2552
Facsimile: (403) 260-2571
E-mail: Andrew.Basi@ca.gt.com /
James.Saxton@ca.gt.com

RECEIVER'S 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
Email: DNishimura@fieldlaw.com /
TBatty@fieldlaw.com

DISCHARGE CERTIFICATE

The undersigned hereby certifies for the purposes of the Order made on the ____ day of _____ 2021 in the matter of the receivership of 910234 Alberta Ltd., under Action No. 1201 – 15430 (the “**Receivership Proceedings**”), that:

- a) all funds have been distributed in accordance with the Receiver’s Eighteenth Report, as approved by this Court;
- b) the assignment of the Judgement (as defined in the Receiver’s Eighteenth Report) to the Trustee in Bankruptcy of the estate of 910234 Alberta Ltd., as approved by this Court, has been completed; and
- c) all other material administrative matters have been attended to by the Receiver.

The undersigned is now discharged, and the Receivership Proceedings are terminated.

Dated at Calgary Alberta, the ____ day of _____ 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