

COURT FILE NUMBER 1201-05843
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

DOCUMENT IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c-36, AS AMENDED AND IN THE MATTER OF UBG BUILDERS INC., ALBERTA BUILDERS CAPITAL INC., ALPINE HOMES (2006) INC., AMERICAN BUILDERS CAPITAL (US) INC., EDGEWATER AT GRIESBACH INC., ELITE HOMES (2006) LTD., EVOLUTION BY GREENBORO INC., GREENBORO COMMUNITIES (2006) INC., GREENBORO ESTATE HOMES (2006) LTD., GREENBORO HOMES (2006) LTD., GREENBORO LUXURY HOMES INC., HIGH POINTE INC., MOUNTAINEERS VILLAGE (2006) INC., MOUNTAINEERS VILLAGE II INC., ORIGINS AT CRANSTON INC., SOUTH TERWILLEGAR VILLAGE INC., THE BRIDGES MANAGEMENT INC., THE LEDGES INC., TIMBERLINE LODGES (2006) INC., TODAY'S COMMUNITIES (2006) INC., TODAY'S HOMES (2006) INC., TUSCANY DEVELOPMENTS (2006) INC., UBG ALBERTA BUILDERS (2006) INC., UBG ALPINE HOMES (2006) LTD., UBG BRIDGES INC., UBG BUILDERS (USA) INC., UBG COMMERCIAL INC., UBG LAND INC., UBG LOT DEPOSIT CORP., UBG 4500 CALGARY INC., UBG 75 CANMORE INC., UBG 808 CALGARY INC., UNITY INVESTMENTS (2012) INC., VALMONT AT ASPEN STONE INC., VALOUR PARK AT CURRIE INC., VILLAGE AT THE HAMPTONS INC., VILLAGE ON THE PARK INC., WILDERNESS HOMES BY RIVERDALE INC., WILDERNESS RIDGE AT STEWART CREEK INC. (COLLECTIVELY, THE "**UBG GROUP OF COMPANIES**")

THIRTY-THIRD REPORT OF THE MONITOR AND SECOND REPORT OF THE RECEIVER

DATED DECEMBER 3, 2018

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING
THIS DOCUMENT

Counsel
Bennett Jones LLP
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Attention: Chris Simard

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Monitor

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INTRODUCTION

- 1) On May 9, 2012, the Court of Queen's Bench of Alberta ("**Court**") issued an order ("**Initial Order**") granting the UBG Group of Companies ("**UBG**" or the "**Company**") protection pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**") (the "**CCAA Proceedings**"). Ernst & Young Inc. ("**EY**") was appointed monitor ("**Monitor**") under the Initial Order.
- 2) On August 10, 2016, the Court issued an Order substituting Deloitte Restructuring Inc. ("**Deloitte**") as Monitor in place of EY in connection with the move of Robert J. Taylor to Deloitte.
- 3) Since the date of the Initial Order, the Monitor has filed 31 reports plus 15 project-specific reports in these CCAA Proceedings in connection with various Court applications made by UBG and other parties including obtaining approval for various protocols for interim financing with several of the Company's lenders.
- 4) Pursuant to a Court Order made on October 18, 2017, the stay of proceedings under the Initial Order was extended from August 31, 2017 to February 28, 2018. The stay of proceedings expired on February 28, 2018.
- 5) Pursuant to an Order (the "**Receivership Order**") of the Court dated December 12, 2017 (the "**Date of Receivership**"), Deloitte was appointed as receiver and manager (the "**Receiver**") of certain of the Unity Builders Group of Companies (collectively "**UBG**" or the "**Companies**"). The Receivership Order was granted pursuant to section 243(1) of the *Bankruptcy and Insolvency Act (Canada)* appointing Deloitte without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof (the "**Property**"). A copy of the Receivership Order is attached hereto as Appendix "**A**".
- 6) The Receivership Order was granted pursuant to an application by the Monitor. None of the UBG entities placed into receivership had any ability to advance a plan of arrangement for the benefit of creditors. The intent of the receivership is to facilitate the conclusion of the remaining administrative matters.
- 7) Following the granting of the Receivership Order, the Receiver issued the statutory Notice and Statement of the Receiver (the "**Notice to Creditors**") on December 21, 2017 pursuant to subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act (Canada)*.
- 8) On March 5, 2018, the thirty-second report of the Monitor and first report of the Receiver (the "**First Report**") was filed in support of the Order pronounced on March 21, 2018 approving the sale of the remaining asset of Alberta Builder's Capital Inc. ("**ABC**") and the Receiver's activities to date.
- 9) The Receivership Order, the Notice to Creditors, the First Report and this thirty-third report of the Monitor and second report of the Receiver (the "**Second Report**") can be accessed on Deloitte's website at <http://www.insolvencies.deloitte.ca/en-ca/Pages/Unity-Builders-Group-of-Companies.aspx>.
- 10) Unless otherwise provided, all other capitalized terms not defined in this Second Report are as defined in all reports and orders previously issued in respect of the CCAA Proceedings (including the Listing Order), the Receivership Order, and the First Report. This Second Report is being written in both Deloitte capacities, which will be generally referred to hereinafter as the "Receiver", except where it is appropriate to refer to the "Monitor".

Purpose

- 11) The purpose of this Report is to:
- a) Provide the Court with an update of the Receiver's activities since the date of the First Report; and
 - b) Respectfully recommend that this Honourable Court:
 - i. Approve the activities of the Receiver as described in this Second Report;
 - ii. Approve the final distribution of funds in respect of UBG Lands Inc. and UBG Land Limited Partnership (collectively "**UBG Land**") as described later in this Second Report;
 - iii. Approve the full disallowance issued by the Monitor for the claim made against Today's Homes (2006) Inc. ("**Today's Homes**") as described in paragraph 35 of this Second Report.
 - iv. Approve the final distribution of funds in respect of Today's Homes as described later in this Second Report;
 - v. Approve the retention of the seasonal holdbacks in respect of Greenboro Luxury Homes Inc. and Greenboro Luxury Homes (Currie Barracks 1A) Limited Partnership (collectively "**Greenboro Luxury Homes**") as described later in this Second Report;
 - vi. Approve the final distribution of funds in respect of Greenboro Luxury Homes as described later in this Second Report; and
 - vii. Provide such further and other relief that it considers just and warranted in the circumstances.

Terms of Reference

- 12) In developing this Second Report, the Receiver has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and on discussions with its management. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information.

Currency

- 13) All dollar amounts in this Second Report are in Canadian dollars, unless otherwise indicated.

RECEIVER'S ACTIVITIES

- 14) The Receiver's ongoing activities since the date of the First Report have included the following:

- a) Obtained all UBG books and records from the Monitor;
- b) Issued the Notice to Creditors;
- c) Closed the CCAA trust accounts and transferred all available funds to new trust accounts in care of the Receiver;
- d) Contacted Canada Revenue Agency to set up a new goods and services tax accounts;
- e) Closed the sale of the ABC asset;
- f) Addressed certain matters relating to UBG 4500 Calgary Inc. ("**UBG 4500**") in respect of a building in which UBG 4500 has an interest;
- g) Responded to various inquiries from creditors and other stakeholders as appropriate;
- h) Prepared, reviewed, and finalized this Second Report including the Final SRD's of UBG Land, Today's Homes and GLH; and
- i) Addressed various additional matters as they arose from time to time.

MOUNTAINEERS VILLAGE II

- 15) Mountaineers II comprises three acres of raw land located in the Three Sisters area in Canmore. Unity Investments holds security over this project and is owed approximately \$2.9 million. Based on information available to the Receiver, it appears that there is only one additional creditor on Mountaineers II, which is the Town of Canmore in respect of outstanding property taxes.
- 16) During the CCAA proceedings, this Honourable Court approved listing the property for sale in January 2013, at a listing price of \$1.6 million. There were no formal offers received for the property and the listing agreement was allowed to expire.
- 17) Two orders have been obtained by UBG, on June 30, 2015, and June 27, 2016, approving interim financing for the purpose of paying the property taxes accruing against the property.
- 18) The investors who invested in Mountaineers II through Unity Investments (the "**Mountaineers Investors**") wish to have the property conveyed to them through the establishment of a holding company. The Receiver understands that the process of establishing the holding company and a mechanism to address outstanding property taxes has been underway for an extended period. UBG was advised that the trustee under the trust indenture resigned and a plan is underway to replace the trustee and trust indenture with a new structure in the form of a syndicated mortgage. The Receiver understands that Dentons and UBG are working with the Mountaineers Investors to finalize the property conveyance through a credit bid process and the Receiver expects it will make a Court application in the first quarter of 2019 seeking approval of the property conveyance to the Mountaineers Investors.

UBG LAND

- 19) UBG Land Inc. is the general partner of UBG Land Limited Partnership (collectively "**UBG Land**"). UBG Land's purpose was to enter into joint venture agreements ("**JVAs**") with certain third parties to acquire and build land inventories, subdivide, service and sell those lands as single and multi-family development properties. The JVAs allowed UBG to participate in a broader range of products with a lower up front capital cost. The time horizon for development was long term.
- 20) UBG's legal counsel and the Monitor commenced a review of the JVAs to confirm UBG's ownership percentage, the status of each JV and whether the JVAs were in good standing. The value of the JVA's depended on the future development of the lands by other parties. There were five JVA's with four of those JVA's generating net revenues for the benefit of UBG Land.
- 21) In addition to the JVA's, UBG Land owned 21 lots located near Strathmore, Alberta. ABC Capital financed those lots. All lots were sold and the net proceeds were distributed to the ABC Capital investors. The ABC Capital investors experienced a substantial shortfall on the lot financing in excess of \$2.0 million. .
- 22) The Monitor completed its review of the claims filed against UBG Land (in addition to the amounts owed to the ABC capital investors) and issued several Notices of Revision or Disallowance ("**NORs**"). The Monitor received one dispute notice within the NOR dispute period and settled the matter with the disputing creditor.
- 23) Attached as Appendix "**B**" is the UBG Land Final Statement of Receipts and Disbursements reflecting the administration of the receivership for the period December 12, 2017 to November 30, 2018.
- 24) The Receiver proposes to hold back approximately \$20,000 from the distribution on account of various expenses that will be incurred in connection with the distribution and concluding the administration of the UBG Land receivership estate including professional fees and costs.
- 25) As at the date of this Second Report, the Receiver holds approximately \$477,740 for distribution to the UBG Land creditors. Accordingly, the Receiver respectfully recommends that this Honourable Court make an Order approving the final distribution of funds to the creditors, as set out in Appendix "**C**" of this Second Report.
- 26) A review of Appendix "**C**" indicates that there is a substantial inter-company claim owing to UBG Builders Inc. in the amount of \$13,518,440. Based on the quantum of funds available for distribution approximately \$355,700 will be distributed to UBG Builders Inc.
- 27) Claims filed against UBG Builders Inc. total in excess of \$500 million including an intercompany claim of approximately \$98 million by UBG Alberta Builders Limited Partnership. The Receiver has commenced its review of the UBG Builders Inc. creditor claims and any subsequent distribution from UBG Builders Inc. to creditors will be the subject of a later Court application by the Receiver.

TODAY'S HOMES

- 28) Certain of Today's Homes' single-family homes were financed by Sterling Bridge Mortgage Corporation ("**Sterling Bridge**"). UBG entered into a lending agreement with Sterling Bridge to provide financing of up to \$6.0 million to Today's Homes to construct 17 homes. The Sterling Bridge Protocol, which was approved by this Honourable Court on September 14, 2012, governs the financing relationship. Details of each of the Today's Homes' projects are outlined in the Monitors Second Report and the May 8th Friesen Affidavit.

- 29) A second Sterling Bridge Protocol was approved by Order of this Honourable Court on March 27, 2013 in respect of four pre-sold uneconomic homes.
- 30) Today's Homes was unable to complete construction on the homes being financed and a third party contractor was engaged to complete construction. Construction of the homes is complete and sales of all houses have closed.
- 31) The ABC Investors held mortgages on the four pre-sold uneconomic homes. There were several seasonal and other deficiencies on those homes that needed to be addressed before the final quantum of funds available for distribution to the ABC investors was known. The timing and the costs to complete the four pre-sold uneconomic homes including the numerous deficiencies was greater than initially budgeted.
- 32) The Monitor distributed \$651,514 to the ABC Investors against mortgages totalling \$766,163 (\$636,495 principal plus \$129,668 accrued interest). In addition to the amounts owed to the ABC investors, there were liens filed against the four pre-sold uneconomic homes, all of which were filed after all advances had been made with respect to the ABC mortgages. Only one home (66 Muirfield Boulevard) realized proceeds, after payment of costs in respect of the construction and sale of the home, greater than the amount owed pursuant to the ABC mortgage. Consequently, there are only funds available to pay the liens filed against 66 Muirfield Boulevard. There are no funds available to pay any lien amounts filed against the other three uneconomic homes, since the prior ABC mortgages were not paid out in full. The lien creditors on those three homes have unsecured claims against Today's Homes.
- 33) Sterling Bridge has been paid in full with respect to the Sterling Bridge Protocol and the Second Sterling Bridge Protocol.
- 34) The Monitor has completed its review of the claims filed against Today's Homes and issued several NORs. The Monitor received three dispute notices within the NOR dispute period. Two of the disputed claims were deemed disallowed by this Honourable Court on October 18, 2017 and December 12, 2017 respectively.
- 35) The third disputed claim in the amount of \$7,800 related to Today's Homes, Inc., a United States entity that was not part of the Canadian CCAA proceedings nor is it part of the Canadian receivership proceedings. Consequently, the claimant has no claim against the Canadian UGB group. As a result of not serving that creditor in advance of the October 18, 2017 court application, the Monitor did not ask this Honourable Court to rule on that NOR at that hearing. The Receiver is re-serving that creditor with notice of this application and is asking the Court to approve and deem final the disallowance of this claim. A copy of the Proof of Claim, the NOR and the dispute notice are attached as Appendix "D".
- 36) A number of the Monitor's NORs that were sent to the addresses provided by claimants against Today's Homes in their Proofs of Claim submitted to the Monitor have been returned unopened to the Monitor (the "**Returned Notices**"), either because the claimant is no longer at the address provided by it, or the claimant is no longer in existence (for certain corporate claimants). Copies of the Returned Notices were published on the Monitor's website in accordance with the October 18, 2017 Court Order. Claimants were given a deadline of December 1, 2017 to contact the Monitor to dispute the NOR related to their claims. No claimants have contacted the Monitor as at the date of this Report. Consequently, the disposition of claims set out in the Returned Notices are final and binding on the claimants pursuant to the October 18, 2017 Court Order.
- 37) Attached as Appendix "E" is the Statement of Receipts and Disbursements reflecting the administration of the receivership for the period December 12, 2017 to November 30, 2018 for Today's Homes.
- 38) The Receiver proposes to hold back approximately \$25,000 from the distribution on account of various expenses that will be incurred in connection with the distribution and

concluding the administration of the Today's Homes receivership estate including professional fees and costs.

- 39) As at the date of this Second Report, the Receiver holds approximately \$724,950 for distribution to the Today's Homes creditors. Accordingly, the Receiver respectfully recommends that this Honourable Court make an Order approving the final distribution of funds to the creditors as set out in Appendix "F" of this Second Report.
- 40) A review of Appendix "F" indicates that there are four inter-company claims totalling approximately \$19,000. The amounts to be distributed in respect of the inter-company claims are minor and as such, no distributions will be made to creditors of those four entities and the funds will be used to wind up the administration of the receiverships of the four entities.

GREENBORO LUXURY HOMES

- 41) Greenboro Luxury Homes was created to acquire and develop lands in the Currie Barracks area of Calgary. The project was limited to 16 high-value lots. As of the date of the CCAA Proceedings, 14 homes had been developed and sold. Construction on the two remaining homes commenced during the CCAA Proceedings.
- 42) Both properties were completed and the respective sales have closed. The construction financing for Post CCAA construction was provided by TD Canada Trust ("**TD**") pursuant to a financing protocol approved by this Honourable Court. The Greenboro Luxury Homes TD loan has been paid in full. Dentons provided the remaining sales proceeds of approximately \$620,000 to the Monitor for distribution to creditors with proven claims against Greenboro Luxury Homes.
- 43) Cornerstone Law Group LLP ("**Cornerstone**") released approximately \$257,900 (net of legal fees) to the Monitor, comprising four deposits relating to seasonal holdbacks and workmanship deficiencies in respect of four Greenboro Luxury Homes homes.
- 44) The \$28,500 deposit (less pro-rated legal fees) relating to one home was released as the deficiencies, approximately equal to the deposit amount, were verified by the Monitor.
- 45) Deposits totalling \$231,298 (less pro rated legal fees) remain with the Receiver as no deficiencies have been verified. Based on the Receiver's review of the remaining three deposits, the Receiver understands that Calbridge Homes completed construction of the three homes and addressed all outstanding deficiencies prior to December 31, 2015. Furthermore, none of the three homeowners filed a claim with the Monitor with respect to any alleged deficiencies. As a result, the Receiver is of the view that any deficiencies were rectified and a distribution of the funds held is in order. As a precaution, the Receiver will serve the three homeowners with notice of this application and the Receiver's intention to include the remaining deposits in the final distribution with the approval of this Honourable Court.
- 46) On or about the October 27, 2017, the Monitor distributed approximately \$528,000 to the proven creditors of Greenboro Luxury Homes pursuant to the October 18, 2017 Court Order.
- 47) Attached as Appendix "**G**" is the Statement of Receipts and Disbursements reflecting the administration of the receivership for the period December 12, 2017 to November 30, 2018 for Greenboro Luxury Homes.
- 48) The Receiver proposes to hold back approximately \$25,000 from the distribution on account of various expenses that will be incurred in connection with the distribution and concluding the administration of the Greenboro Luxury Homes receivership estate including professional fees and costs.

- 49) As at the date of this Second Report, the Receiver holds approximately \$154,000 for distribution to the Greenboro Luxury Homes creditors. Accordingly, the Receiver respectfully recommends that this Honourable Court make an Order approving the final distribution of funds to the creditors as set out in Appendix "H" of this Second Report.
- 50) A review of Appendix "H" indicates that there are two inter-company claims totalling approximately \$110,000. The amounts to be distributed in respect of the inter-company claims are minor and as such, no distributions will be made to creditors of those two entities and the funds will be used to wind up the administration of the receiverships of the two entities.

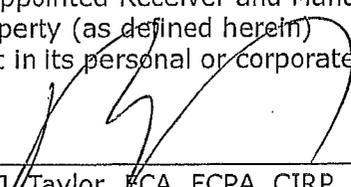
CONCLUSIONS AND RECOMMENDATIONS

- 51) Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 11 b) of this Report.

All of which is respectfully submitted at Calgary, Alberta this 3rd day of December 2018.

DELOITTE RESTRUCTURING INC.

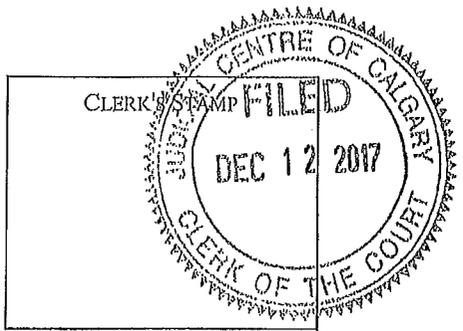
Solely in its capacity as
Court appointed Receiver and Manager of
the Property (as defined herein)
And not in its personal or corporate capacity



Robert J. Taylor, FCA, FCPA, CIRP, LIT, CFE
Senior Vice-President

APPENDIX A

I hereby certify this to be a true copy of
the original Order
Dated this 12 day of Dec 2017
Kao Simard
for Clerk of the Court



COURT FILE NUMBER 1201-05843
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF UBG BUILDERS INC., ALBERTA BUILDERS CAPITAL INC., ALPINE HOMES (2006) INC., AMERICAN BUILDERS CAPITAL (US) INC., EDGEWATER AT GRIESBACH INC., ELITE HOMES (2006) LTD., EVOLUTION BY GREENBORO INC., GREENBORO COMMUNITIES (2006) INC., GREENBORO ESTATE HOMES (2006) LTD., GREENBORO HOMES (2006) LTD., GREENBORO LUXURY HOMES INC., HIGH POINTE INC., MOUNTAINEERS VILLAGE (2006) INC., MOUNTAINEERS VILLAGE II INC., ORIGINS AT CRANSTON INC., SOUTH TERWILLEGAR VILLAGE INC., THE BRIDGES MANAGEMENT INC., THE LEDGES INC., TIMBERLINE LODGES (2006) INC., TODAY'S COMMUNITIES (2006) INC., TODAY'S HOMES (2006) INC., TUSCANY DEVELOPMENTS (2006) INC., UBG ALBERTA BUILDERS (2006) INC., UBG ALPINE HOMES (2006) LTD., UBG BRIDGES INC., UBG BUILDERS (USA) INC., UBG COMMERCIAL INC., UBG LAND INC., UBG LOT DEPOSIT CORP., UBG 4500 CALGARY INC., UBG 75 CANMORE INC., UBG 808 CALGARY INC., UNITY INVESTMENTS (2012) INC., VALMONT AT ASPEN STONE INC., VALOUR PARK AT CURRIE INC., VILLAGE AT THE HAMPTONS INC., VILLAGE ON THE PARK INC., WILDERNESS HOMES BY RIVERDALE INC., WILDERNESS RIDGE AT STEWART CREEK INC. (COLLECTIVELY, THE "UBG GROUP OF COMPANIES")

DOCUMENT: RECEIVERSHIP ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT:

BENNETT JONES LLP
Barristers and Solicitors
4500, 855 – 2nd Street S.W.
Calgary, Alberta T2P 4K7
Attention: Chris Simard
Telephone No.: (403) 298-4485
Facsimile No.: (403) 265-7219
Our File: 76797.1

DATE ON WHICH ORDER WAS PRONOUNCED: December 12, 2017
 LOCATION OF HEARING OR TRIAL: Calgary
 NAME OF JUDGE WHO MADE THIS ORDER: The Honourable Madam Justice K. M. Horner

UPON THE APPLICATION of Deloitte Restructuring Inc., the Court-appointed Monitor of the UBG Group of Companies (the "Applicant" or the "Monitor"); AND UPON having read the Application and the Thirty-First Report of the Monitor (the "31st Report"), and the pleadings and proceedings in this Action, all filed; AND UPON hearing the submissions of counsel for the Monitor and counsel for other interested parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

LIFTING OF STAY

2. The stay of proceedings granted herein on May 9, 2012 and extended thereafter is hereby lifted to permit the Monitor to make its application for this Order.

APPOINTMENT

3. Pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("BIA"), section 13(2) of the *Judicature Act*, RSA 2000, c J-2, section 99(a) of the *Business Corporations Act*, RSA 2000, c. B-9 and section 65(7) of the *Personal Property Security Act*, RSA 2000, c. P-7, the Monitor is hereby appointed Receiver and Manager (the "Receiver"), without security, of all of the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of the UBG entities listed in Schedule "A" (the "Debtors") to this Order (the "Property").

RECEIVER'S POWERS

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

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts of thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 shall not be required.
- (m) to apply for any vesting order or other orders (including without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture, or other rights which the Debtors may have;
- (s) upon the application of the Receiver to this Court upon notice to all interested parties, and where the Court is of the opinion on the making of such an application that it is proper and in the best interests of the estate, to assign the Debtors into bankruptcy or obtain a bankruptcy order against the Debtors; and

- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependant on maintaining possession) to the Receiver upon the Receiver's request.
6. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes,

account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph 9.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) with the Debtors from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor

are hereby restrained until further Order of this Court (or alternatively, until receiving written permission of the Receiver, which the Receiver may choose in its discretion to provide) from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and this Court directs that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. All employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47 ("WEPPA").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - (A) complies with the order; or
 - (B) on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - (A) the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - (B) the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or

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

LIMITATION ON RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, incurred both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the BIA and subject to paragraph 33 of this Order.
19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver is at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but

subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA and subject to paragraph 33 of this Order.

22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

GENERAL

26. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding the same not including an original signature.
28. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
29. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
30. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver

is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. The Monitor shall have its costs of this Application, up to and including entry and service of this Order, pursuant to the Administration Charge granted in these proceedings.
32. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice (or such other time as the Court in its discretion may allow) 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.

PRIORITY OF CHARGES

33. The priority of the charges previously granted by this Honourable Court in the *Companies' Creditors Arrangement Act* R.S.C. 1985, c. C-36 proceedings respecting the Debtors, namely the Administration Charges and the Directors' Charge (together, the "CCAA Charges") shall continue to charge the Property and the priority of the CCAA Charges, in relation to the Receiver's Charge and the Receiver's Borrowing Charge granted in this Order, shall be as follows:
 - (a) First – Administration Charge (to the maximum amount of \$1,000,000) on a *pari passu* basis with the Receiver's Charge;
 - (b) Second – Receiver's Borrowings Charge; and
 - (c) Third – Directors' Charge (to the maximum amount of \$500,000).

FILING

34. The Receiver shall establish and maintain a website in respect of these proceedings at <http://www.insolvencies.deloitte.ca/en-ca/Pages/Unity-Builders-Group-of-Companies.aspx?searchpage=Search-Insolvencies.aspx> and shall post there as soon as practicable:
 - (a) all materials prescribed by statute or regulation to be made publically available; and
 - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.


 Justice of the Court of Queen's Bench of Alberta

SCHEDULE "A"

UBG BUILDERS INC.
ALBERTA BUILDERS CAPITAL INC.
ALPINE HOMES (2006) INC.
AMERICAN BUILDERS CAPITAL (US) INC.
EDGEWATER AT GRIESBACH INC.
ELITE HOMES (2006) LTD.
EVOLUTION BY GREENBORO INC.
GREENBORO COMMUNITIES (2006) INC.
GREENBORO LUXURY HOMES INC.
HIGH POINTE INC.
MOUNTAINEERS VILLAGE (2006) INC.
MOUNTAINEERS VILLAGE II INC.
ORIGINS AT CRANSTON INC.
SOUTH TERWILLEGAR VILLAGE INC.
THE BRIDGES MANAGEMENT INC.
THE LEDGES INC.
TIMBERLINE LODGES (2006) INC.
TODAY'S COMMUNITIES (2006) INC.
TODAY'S HOMES (2006) INC.
TUSCANY DEVELOPMENTS (2006) INC.
UBG ALBERTA BUILDERS (2006) INC.
UBG ALPINE HOMES (2006) LTD.
UBG BRIDGES INC.
UBG BUILDERS (USA) INC.
UBG COMMERCIAL INC.
UBG LAND INC.
UBG LOT DEPOSIT CORP.
UBG 75 CANMORE INC.
UBG 808 CALGARY INC.
UNITY INVESTMENTS (2012) INC.
VALMONT AT ASPEN STONE INC.
VALOUR PARK AT CURRIE INC.
VILLAGE AT THE HAMPTONS INC.
VILLAGE ON THE PARK INC.
WILDERNESS HOMES BY RIVERDALE INC.
WILDERNESS RIDGE AT STEWART CREEK INC.

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., appointed by Order of the Court of Queen's Bench of Alberta (the "Court") dated December 12, 2017 (the "Order") as the Receiver and Manager (the "Receiver") of all of the assets, undertakings and properties of the UBG entities listed in Schedule "A" (the "Debtor") to the Order made in Action No. 1201-05843 has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$500,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of the Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 201__.

Deloitte Restructuring Inc., solely in its capacity as Receiver and Manager (as defined in the Order), and not in its personal capacity

Per: _____
Name: .
Title:

APPENDIX B

In the Matter of the Receivership of
UBG LAND INC.
Statement of Receipts and Disbursements
for the period from December 12, 2017 to November 30, 2018
\$CDN

Receipts

Funds received from Dentons	531,263.65
Interest	688.26
Total Receipts	<u>531,951.91</u>

Disbursements

OR Fees	70.00
Receiver's Fees	4,394.00
Legal Fees	9,996.12
GST on disbursements	719.51
Total Disbursements	<u>15,179.63</u>

Reserve for:

Receiver General - GST	19,032.18
Costs to complete administration	20,000.00
Total Reserve	<u>39,032.18</u>

Net funds available	<u>477,740.10</u>
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APPENDIX C

**In the Matter of the Receivership of
UBG LAND INC.
Dividend Sheet
\$CDN**

	Admitted for Dividend	Dividend Payment
Secured Claims		
Burnco Rock Products Ltd.	11,120.06	11,120.06
The Residential Electrical Contract Corporation o/a Trece Electric	50,595.30	50,595.30
	61,715.36	61,715.36
Unsecured Claims		
ABC Investors	2,189,568.00	57,612.33
MT Land Inc.	103,096.00	2,712.68
UBG Builders Inc. ¹	13,518,440.00	355,699.74
	15,811,104.00	416,024.74
Total Claims	15,872,819.36	477,740.10

¹ Denotes intercompany claim

APPENDIX D

SCHEDULE "E"

COURT FILE NUMBER 1201-05843

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UBG BUILDERS INC., ALBERTA BUILDERS CAPITAL INC., ALPINE HOMES (2006) INC., AMERICAN BUILDERS CAPITAL (US) INC., EDGEWATER AT GRIESBACH INC., ELITE HOMES (2006) LTD., EVOLUTION BY GREENBORO INC., GREENBORO COMMUNITIES (2006) INC., GREENBORO ESTATE HOMES (2006) LTD., GREENBORO HOMES (2006) LTD., GREENBORO LUXURY HOMES INC., HIGH POINTE INC., MOUNTAINEERS VILLAGE (2006) INC., MOUNTAINEERS VILLAGE II INC., ORIGINS AT CRANSTON INC., SOUTH TERWILLEGAR VILLAGE INC., THE BRIDGES MANAGEMENT INC., THE LEDGES INC., TIMBERLINE LODGES (2006) INC., TODAY'S COMMUNITIES (2006) INC., TODAY'S HOMES (2006) INC., TUSCANY DEVELOPMENTS (2006) INC., UBG ALBERTA BUILDERS (2006) INC., UBG ALPINE HOMES (2006) LTD., UBG BRIDGES INC., UBG BUILDERS (USA) INC., UBG COMMERCIAL INC., UBG LAND INC., UBG LOT DEPOSIT CORP., UBG 4500 CALGARY INC., UBG 75 CANMORE INC., UBG 808 CALGARY INC., UNITY INVESTMENTS (2012) INC., VALMONT AT ASPEN STONE INC., VALOUR PARK AT CURRIE INC., VILLAGE AT THE HAMPTONS INC., VILLAGE ON THE PARK INC., WILDERNESS HOMES BY RIVERDALE INC., WILDERNESS RIDGE AT STEWART CREEK INC.

(COLLECTIVELY, THE "APPLICANTS")

DOCUMENT DISPUTE NOTICE

(Reverse Claims Procedure)

Claim Reference Number: 1201-05843

Name of Applicant(s) against which a Claim is asserted: Today's Homes

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

Deana Linn DeLaCruz

(the "Creditor").

Full Mailing Address of the Creditor:

[Redacted Address]

Other Contact Information of the Creditor:

Telephone Number: [Redacted]
Email Address: [Redacted]
Facsimile Number: _____
Attention (Contact Person): _____

2. Particulars of Original Creditor from whom you acquired the Claim, if applicable:

Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: No:

Full Legal Name of Original Creditor(s): _____

3. Dispute of Revision or Disallowance of Claim for Voting and/or Distribution Purposes:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Amount Allowed by Monitor for:			Amount claimed by Creditor:	
	Voting	Distribution		Voting	Distribution
Unsecured Claim	\$ _____	\$ _____	Unsecured Claim	\$ _____	\$ _____
Secured Claim	\$ <u>Ø</u>	\$ <u>Ø</u>	Secured Claim	\$ _____	\$ <u>7,800.00</u>

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision or Disallowance.)

See attached

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision or Disallowance, you must within fourteen days of the date of receipt of the Notice of Revision or Disallowance deliver to the Monitor this Dispute Notice either by prepaid registered mail, personal service, courier, or facsimile transmission to the following address. Dispute Notices shall be deemed to be received two business days from the date of mailing, upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

Deloitte Restructuring Inc., the Court-appointed Monitor of the Applicants
Deloitte Restructuring Inc.
700, 850 - 2nd Street SW
Calgary, AB T2P 0R8
Attention: Mr. Robert Taylor/Ms. Naomi McGregor
Fax: 403.718.3681

DATED this 25 day of May, 2017.

Name of creditor: Denna Delacruz

Per: _____
Name:
Title:
(please print)

Witness _____

Today's Homes, whether a Canadian company or not, was operating in the United States selling a product that was then not delivered on. Today's Homes is under the umbrella company of UBG builders as is many other companies, so many of which it is mind boggling for the average consumer to make sense of nor should they need to. It is my understanding that Today's Homes had bank accounts here in the United States as well. I gave Today's Homes \$7,800 USD to build a home and after ceasing the process did not return the monies given.

Deana De La Cruz

DE LA CRUZ

Page 1 of 1

Today's Homes claim
Deana De La Cruz
to:
lynda.huber
25/02/2013 02:20 PM
Show Details

11 Jun 11:13 AM

Lynda, I spoke with you earlier today in regards to a few changes in information you have for me. Here is the new information,

Previous name: Deana Phillips
New name: Deana De La Cruz
New address: [REDACTED]

Thank you for your help,
Deana De La Cruz

SCHEDULE "D"

COURT FILE NUMBER 1201-05843

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF UBG BUILDERS INC., ALBERTA BUILDERS CAPITAL INC., ALPINE
HOMES (2006) INC., AMERICAN BUILDERS CAPITAL (US) INC.,
EDGEWATER AT GRIESBACH INC., ELITE HOMES (2006) LTD., EVOLUTION
BY GREENBORO INC., GREENBORO COMMUNITIES (2006) INC.,
GREENBORO ESTATE HOMES (2006) LTD., GREENBORO HOMES (2006)
LTD., GREENBORO LUXURY HOMES INC., HIGH POINTE INC.,
MOUNTAINEERS VILLAGE (2006) INC., MOUNTAINEERS VILLAGE II INC.,
ORIGINS AT CRANSTON INC., SOUTH TERWILLEGAR VILLAGE INC., THE
BRIDGES MANAGEMENT INC., THE LEDGES INC., TIMBERLINE LODGES
(2006) INC., TODAY'S COMMUNITIES (2006) INC., TODAY'S HOMESS
(2006) INC., TUSCANY DEVELOPMENTS (2006) INC., UBG ALBERTA
BUILDERS (2006) INC., UBG ALPINE HOMES (2006) LTD., UBG BRIDGES
INC., UBG BUILDERS (USA) INC., UBG COMMERCIAL INC., UBG LAND
INC., UBG LOT DEPOSIT CORP., UBG 4500 CALGARY INC., UBG 75
CANMORE INC., UBG 808 CALGARY INC., UNITY INVESTMENTS (2012)
INC., VALMONT AT ASPEN STONE INC., VALOUR PARK AT CURRIE INC.,
VILLAGE AT THE HAMPTONS INC., VILLAGE ON THE PARK INC.,
WILDERNESS HOMES BY RIVERDALE INC., WILDERNESS RIDGE AT
STEWART CREEK INC.

(COLLECTIVELY, THE "APPLICANTS")

DOCUMENT NOTICE OF REVISION OR DISALLOWANCE FOR VOTING AND/OR
DISTRIBUTION PURPOSES
(Claims Procedure)

Claim Reference Number: Action # 1201-05843

Name of Applicant: Today's Homes Limited Partnership and Today's Homes (2006) Inc.

TO: De La Cruz, Deana
(Name of Creditor)

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the
Order of the Court of Queen's Bench of Alberta, dated June 15, 2012 (the "**Claims Procedure Order**").

All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Claims Procedure Order, Deloitte Restructuring Inc., in its capacity as Court-appointed Monitor of the Applicants, hereby gives you notice that it has reviewed your Proof of Claim in conjunction with the Applicants and has revised or disallowed your Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be allowed as follows:

	<u>Amount Allowed by Monitor for:</u>		
	<u>Proof of Claim Amount</u>	<u>Voting</u>	<u>Distribution</u>
Unsecured Claim	\$7,800.00	\$0.00	\$0.00

REASON(S) FOR THE REVISION OR DISALLOWANCE:

You filed a claim against Today's Homes (2006) Inc., a Canadian entity. Your claim, as you are located in the United States, is against Today's Homes, Inc. As that entity is a United States entity, it is not part of the Canadian CCAA proceedings. Accordingly, you have no claim against any Canadian entity and your claim against Today's Homes (2006) Inc. has been disallowed in full.

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must **within fourteen (14) days from the date you received (or are deemed to have received) this Notice of Revision or Disallowance** deliver to the Monitor a Dispute Notice (in the form enclosed) either by prepaid registered mail, personal delivery, courier or facsimile to the address below.

Deloitte Restructuring Inc., the Court-appointed Monitor of the Applicants

By Mail/Courier:

Deloitte Restructuring Inc.

700, 850 – 2nd Street SW

Calgary, AB T2P 0R8

Attention: Mr. Robert Taylor/Ms. Naomi McGregor

Fax: 403.718.3681

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN FOURTEEN (14) DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.

DATED this 19th day of May, 2017.

POSTED
July 5/12

Proof of Claim

For Claims Arising Before May 9, 2012

(See Attached for Instructions)

Regarding the claim of Deana Phillips (referred to
in this form as "the creditor") (name of creditor)

All notices or correspondence regarding this claim to be forwarded to the creditor at the following
address:

[Redacted address]

Telephone: [Redacted] Fax: [Redacted]

I, Deana Phillips Residing in the [Redacted]
(name of creditor) (city, town, etc.)

of [Redacted] in signing claim In the province of [Redacted]
(name of city, town, etc.)

Do hereby certify that:

1. I am the creditor

or

I am _____ of the creditor.
(if an officer or employee of the company, state position or title)

2. I have knowledge of all the circumstances connected with the claim referred to in this
form.

3. Check box of appropriate CCAA debtor that your claim is against:

- Alpine Homes (2006) Inc.
- Edgewater at Griesbach Inc.
- Elite Homes (2006) Ltd.
- Evolution By Greenboro Inc.
- Greenboro Communities (2006) Inc.
- Greenboro Estate Homes (2006) Ltd.
- Greenboro Homes (2006) Ltd.
- Greenboro Luxury Homes Inc.
- High Pointe Inc.

- Alpine Homes Limited Partnership
- Edgewater at Griesbach Limited Partnership
- Elite Homes Limited Partnership
- Evolution by Greenboro Limited Partnership
- Greenboro Communities Limited Partnership.
- Greenboro Estate Homes Limited Partnership
- Greenboro Homes Limited Partnership
- Greenboro Luxury Homes (Currie Barracks 1A)
Limited Partnership
- High Pointe Limited Partnership

- Mountaineers Village (2006) Inc.
- Mountaineers Village II Inc.
- Origins at Cranston Inc.
- South Terwilliger Village Inc.
- The Bridges Management Inc.
- The Ledges Inc.
- Timberline Lodges (2006) Inc.
- Today's Communities (2006) Inc.
- Today's Homes (2006) Inc.
- Tuscany Developments (2006) Inc.
- UBG Alberta Builders (2006) Inc.
- UBG Alpine Homes (2006) Ltd.
- UBG Bridges Inc.
- UBG Commercial Inc.
- UBG Land Inc.
- UBG 4500 Calgary Inc.
- UBG 75 Canmore Inc.
- UBG 808 Calgary Inc.
- Valmont at Aspen Stone Inc.
- Valour Park at Currie Inc.
- Village at the Hamptons Inc.
- Village on the Park Inc.
- Wilderness Homes By Riverdale Inc.
- Wilderness Ridge at Stewart Creek Inc.
- UBG Builders Inc.
- UBG lot Deposit Corp.

- Mountaineers Village Limited Partnership
- Mountaineers Village II Limited Partnership
- Origins at Cranston Limited Partnership
- South Terwilliger Village Limited Partnership
- The Bridges Limited Partnership
- The Ledges Limited Partnership
- Timberline Lodges Limited Partnership
- Today's Communities Limited Partnership
- Today's Homes Limited Partnership
- Tuscany Developments Limited Partnership
- UBG Alberta Builders Limited Partnership
- UBG Alpine Homes Limited Partnership
- UBG Bridges Limited Partnership
- UBG Commercial Limited Partnership
- UBG Land Limited Partnership
- UBG 4500 Calgary Limited Partnership
- UBG 75 Canmore Limited Partnership
- UBG 808 Calgary Limited Partnership
- Valmont at Aspen Stone Limited Partnership
- Valour Park at Currie Limited Partnership
- Village at the Hamptons Limited Partnership
- Village on the Park Limited Partnership
- Wilderness Homes by Riverdale Limited Partnership
- Wilderness Ridge at Stewart Creek Limited Partnership
- UBG Builders (USA) Inc.
- Unity Investments (2012) Inc.

The CCAA Debtor (check appropriate box above) was, as at May 9, 2012, and still is indebted to the creditor in the sum of \$ 7,000.00 USD CDN as shown by the statement of account attached hereto and marked "Schedule A". Claims should not include the value of goods and/or services supplied after May 9, 2012. If a creditor's claim is to be reduced by deducting any counter claims to which the CCAA Debtor is entitled and/or amounts associated with the return of equipment and/or assets by the CCAA Debtor, please specify.

The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.

- 4. A. Unsecured claim. \$ 7800.00 USD In respect to the said debt, the creditor does not and has not held any assets as security.
- B. Secured claim. \$ _____ In respect of the said debt, the creditor holds assets valued at \$ _____ as security:

Provide full particulars of the security, including the date on which the security was given and the value at which the creditor assesses the security together with the basis of valuation, and attach a copy of the security documents as Schedule "B".

Dated at Colorado Springs this 30 day of June, 2012.
Insert city and date of signature

[Signature]
Witness

[Signature]
(signature of individual completing the form)

Must be signed and witnessed

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements:

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. Tick the box of the appropriate CCAA Debtor your claim is against. A Statement of Account containing details of secured and unsecured claims, and if applicable, of the amount due in respect of property claims, must be attached and marked Schedule "A". Claims should not include the value of goods and/or services arising after May 9, 2012. It is necessary that all creditors indicate the date and location of the delivery of all goods and/or services. Any amounts claimed as interest should be clearly noted as being for interest.
4. The nature of the claim must be indicated by ticking the type of claim which applies. e.g.,

 Ticking (A) indicates the claim is unsecured;

 Ticking (B) indicates the claim is secured, such as a mortgage, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
5. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.

Additional information regarding the Unity Builders Group and the CCAA process, as well as copies of claims documents may be obtained at www.ev.com/ca/unitybuildersgroup. If there are any questions in completing the notice of claim, please write or telephone the office of the Monitor at:

Rec'd July 4

To: Ernst & Young Inc., the Court-appointed Monitor of the Unity Builders Group

Attn: Mr. Robert Taylor/Ms. Lynda Huber

Fax: 403.290.4265

Number of pages: 5 (including cover page)

Re: Claim form for monies owed from Today's Homes Colorado Springs, Colorado

Mr. Robert Taylor/Ms. Lynda Huber

I originally sent this claim form via mail to the address given but as of Friday, June 29th your company had not received it. I am faxing it to your company this time to ensure it gets to you. In the claim form I sent via mail I listed my current home address as my contact address but would like to change that to the address listed on the fax [REDACTED] [REDACTED] If you could please verify with me via phone that you have received this fax I would appreciate it. My information is listed below.

Thank You,

Deana Phillips

Deana Phillips

[REDACTED]

[REDACTED]

Schedule A

Spring Creek Construction, LLC

Buyer(s)
Community
New Address
Lot
Block
Billing

Danna Phillips



Purchase Price Addendum No. 2
EXHIBIT "A"

This Purchase Price Addendum is hereby made a part of the New Home Purchase Agreement by and between Spring Creek Construction, LLC, a Colorado Limited Liability Company ("Seller") and the Buyer(s) identified above for the purchase of the above-described property and the improvements to be constructed thereon (the "Agreement"). This Purchase Price Addendum supersedes any previous such Addendum. The Purchase Price Addendum is intended to provide a summary of contract addendum pricing with deposits received and incentives identified.

Purchase Price

Description	Amount
Home Price	\$130,000.00
	(\$ 0.00)
BASE PURCHASE PRICE SUBTOTAL:	\$130,000.00
Lot Premium	\$2,500.00
Selection Addendum Total #1	\$1,870.00
Selection Addendum Total #2	\$ 480.00
Selection Addendum Total #3	\$4,200.00
Selection Addendum Total #4	
Selection Addendum Total #5	
Selection Addendum Total #6	
Selection Addendum Total #7	
Selection Addendum Total #8	
Selection Addendum Total #9	
Selection Addendum Total #10	
Selection Addendum Total #11	
Selection Addendum Total #12	
TOTAL PURCHASE PRICE	\$138,730.00

Earnest Money & Deposits

Description	Amount	Check #
Earnest Money Deposit	\$1,500.00	
Selection Deposits (non-refundable)	\$ 0.00	
Color Deposit (non-refundable)	\$1,800.00	
Add'l Selection Deposits (non-refundable)	\$4,580.00	
Add'l Selection Deposits (non-refundable)	\$ 0.00	
TOTAL DEPOSITS	\$7,880.00	

Closing Costs Credits (If any)

Description	Amount
Closing Costs and pre-paid assistance to include non-allowables.	\$4,000.00
Other Credits	
TOTAL CREDITS	\$4,000.00

NET BALANCE DUE AT CLOSING

\$131,930.00

*This is an estimate only. Buyer may incur other closing cost and/or pre-paid. Title Company will provide Buyer with exact figures prior to closing. Seller hereby acknowledges receipt of Buyer's Deposits described herein.

OFFER SUBMITTED BY

Signature: Buyer(s)

2/25/12
Date

Danna Phillips
Signature

(not applicable)

Signature: Sales Representative

2/25/12
Date

Wella Bengis - Sales Associate
Printed Name and Title

ACCEPTED BY Spring Creek Construction, LLC, A COLORADO LIMITED LIABILITY COMPANY

2/25/12
Date

Wella Bengis
Printed Name and Title

Signature

APPENDIX E

**In the Matter of the Receivership of
Today's Homes Limited Partnership
Statement of Receipts and Disbursements
For the period from December 12, 2017 to November 30, 2018
\$CDN**

Receipts	
Funds received from Dentons	\$ 763,696.05
GST refund	8,256.42
Interest	951.34
Total Receipts	<u>772,903.81</u>
Disbursements	
OR Fees	70.00
Receiver's Fees	8,783.60
Legal Fees	-
GST on disbursements	439.18
Total Disbursements	<u>9,292.78</u>
Reserve for:	
Receiver General - GST	13,664.40
Cost to complete administration	25,000.00
Total Reserve	<u>38,664.40</u>
Net funds available	<u>724,946.63</u>

APPENDIX F

In the Matter of the Receivership of
 Today's Homes Limited Partnership
 Dividend Sheet
 \$CDN

	Admitted for Dividend	Dividend Payment
Lien Claims		
Double R Building Products Ltd.	82,659.99	82,659.99
Huntwood Custom Cabinets Ltd.	20,373.62	20,373.62
Royal Bank of Canada	-	-
The Residential Electrical Contractor Corporation (Trecc Electric)	45,989.59	45,989.59
Viking Fire Protection Inc.	12,927.60	12,927.60
	161,950.80	161,950.80
Unsecured Claims		
1180421 Alberta Ltd. (Precision Colour)	12,828.10	1,551.38
1266867 AB Ltd. (Heywood Photographs)	4,481.40	541.96
A+ Quality Repair Ltd.	997.50	120.63
ABC Investors	114,649.33	13,865.27
Accent Coatings	4,479.11	541.69
Acrosstown & Country Movers Limited	4,483.50	542.22
Action Door Services (1997) Ltd.	6,896.40	834.03
Active Safety & Training Ltd	1,330.88	160.95
Arzumendi, Elizabeth	931.20	112.62
Avenues Access Systems	3,465.00	419.04
BBC Masonry Ltd.	37,269.09	4,507.19
Bigfoot Building Products Inc.	50,470.05	6,103.66
Black Stone Contracting Ltd.	1,947.75	235.55
Brown Developments Inc.	10,056.69	1,216.22
Burnco Rock Products Ltd.	11,120.60	1,344.88
Canada Revenue Agency -GST	1,671.57	202.15
CF Construction Services Ltd.	74,309.13	8,986.68
Contempa Carpet Co. Ltd.	80,590.84	9,746.36
Cordell's Window & Interior Design Ltd	9,245.77	1,118.15
CrackMaster Concrete	882.00	106.67
Dayluxe Gallery Inc.	8,085.00	977.77
Deer Bridge Plumbing & Heating Ltd.	128,229.05	15,507.55
Desa Glass Div of Desa Holdings Ltd.	5,861.10	708.82
Direct Energy Regulated Services	494.13	59.76
Divine Hardwood Flooring (Cal) Ltd.	43,056.98	5,207.15
Double R Building Products Ltd.	58,824.04	7,113.97
DT Mountainview Construction Ltd	123,903.79	14,984.47
DumpRunner Waste Systems Inc.	5,425.73	656.17
Elite Homes Limited Partnership ¹	1,013.42	122.56
Emma Painting & Contracting Ltd.	18,887.72	2,284.21
Evolution be Greenboro Limited Partnership ¹	643.21	77.79
Executive Mat Service Ltd.	468.00	56.60
Fibre Craft	210.00	25.40
Full Bearing Framing Inc.	15,709.68	1,899.87
Gienow Windows and Doors	75,600.70	9,142.87
Glenda Bourk Interior Design	21,979.68	2,658.14
Greenboro Estate Homes LP ¹	13,774.10	1,665.79
Gunnar Office Furnishings	3,279.15	396.57

**In the Matter of the Receivership of
Today's Homes Limited Partnership
Dividend Sheet
\$CDN**

	Admitted for Dividend	Dividend Payment
H & H Huxted Ent. Ltd.	2,009.13	242.98
Highmark Home Systems Ltd.	11,064.90	1,338.15
Home Solutions Corporation	4,621.58	558.92
Huntwood Custom Cabinets Ltd.	10,949.38	1,324.18
I.H.A.D. Services	1,766.79	213.67
Jade Stone Ltd.	20,995.59	2,539.13
Jertyne Interior Services Ltd.	187,959.33	22,731.12
Jones Geomatics Ltd.	6,438.75	778.68
Key Concrete Products Ltd.	10,854.63	1,312.72
Keystone Excavating (Calgary) Ltd.	53,045.91	6,415.18
L. Perras Construction Ltd.	34,800.05	4,208.59
Lenbeth Weeping Tile (Calgary)	16,559.90	2,002.69
M & B Exteriors Ltd.	45,566.12	5,510.60
McLean Contracting (2004)	851.03	102.92
McLeod Law LLP	137.76	16.66
Meerkat Roofing Ltd.	60,423.41	7,307.39
Okotoks Rentals Ltd.	200.45	24.24
Piattelli, Frank	15,000.00	1,814.05
PLG Residential Services Inc.	140,887.93	17,038.47
Prestige Railings & Stairs Ltd.	12,353.43	1,493.98
PTL Concrete, Inc.	63,325.45	7,658.35
Reliant Comfort Systems Ltd.	5,966.52	721.57
Skyline Roofing Ltd.	21,916.12	2,650.46
SMAC Construction Ltd.	15,065.82	1,822.01
Source Media Group	4,599.00	556.19
The Residential Electrical Contractor Corporation (Trecc Electric)	119,784.76	14,486.33
The Toronto-Dominion Bank	2,625,000.00	317,457.94
Timberwolf Hearth Products (1979) Ltd.	8,676.15	1,049.26
UBG Builders Inc. ¹	3,985.42	481.98
United Communities	25,391.14	3,070.71
Viking Fire Protection Inc.	25,009.46	3,024.55
WM Schmidt Mechanical Contractors Ltd.	49,205.90	5,950.78
Xibit	55,533.99	6,716.08
	4,617,497.19	558,423.30
Late Claims		
Best, Rick & Louise	326.89	39.53
Brydon Construction Ltd.	5,075.62	613.83
Epcor	1,035.75	125.26
Rose Bud Gas Co-op Ltd	635.65	76.87
Trail Appliances Ltd.	30,735.50	3,717.04
	37,809.41	4,572.53
Total Claims	4,817,257.40	724,946.63

¹ Denotes intercompany claim

APPENDIX G

In the Matter of the Receivership of
Greenboro Luxury Homes Inc.
Statement of Receipts and Disbursements
As at November 30, 2018
\$CDN

Receipts

Funds received from the Monitor	267,983.64
Total Receipts	<u>267,983.64</u>

Disbursements

OR Fees	70.00
Receiver's Fees	3,282.00
Legal Fees	-
GST on disbursements	164.10
Amounts not distributed - related party claims	27,559.57
Total Disbursements	<u>31,075.67</u>

Reserve for:

Receiver General - GST	57,539.50
Cost to complete administration	25,000.00
Total Reserve	<u>82,539.50</u>

Net funds available	<u><u>\$ 154,368.47</u></u>
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APPENDIX H

**In the Matter of the Receivership of
Greenboro Luxury Homes Inc.
Dividend Sheet
\$CDN**

	<u>Admitted for Dividend</u>	<u>Dividend Payment</u>
Unsecured Claims		
1080338 AB Ltd. (Chores Cleaning)	886.55	64.38
Accent Coatings	693.00	50.32
Active Safety & Training Ltd	136.50	9.91
Bigfoot Building Products Inc.	6,921.64	502.60
Black Stone Contracting Ltd.	4,305.00	312.60
Canada Revenue Agency -GST	53,496.59	3,884.57
Contempa Carpet Co. Ltd.	632.10	45.90
Deer Bridge Plumbing & Heating Ltd.	149.63	10.87
Direct Energy Regulated Services	90.15	6.55
Environmental Construction Organization ECO Group	131.25	9.53
Gienow Windows and Doors	616.15	44.74
Greenboro Estate Homes LP ¹	10,104.61	733.73
Jones Geomatics Ltd.	997.50	72.43
Keystone Excavating (Calgary) Ltd.	4,618.76	335.38
PLG Residential Services Inc.	23,056.89	1,674.24
Skyline Roofing Ltd.	8,286.60	601.72
The Toronto-Dominion Bank	1,900,000.00	137,965.47
UBG Builders Inc. ¹	100,840.69	7,322.39
	<u>2,115,963.61</u>	<u>153,647.32</u>
Late Claims		
Brydon Construction Ltd.	837.27	60.80
Deloitte & Touche LLP	5,460.00	396.47
Trail Appliances Ltd.	3,634.05	263.88
	<u>9,931.32</u>	<u>721.15</u>
Total Claims	<u>2,125,894.93</u>	<u>154,368.47</u>

¹ Denotes intercompany claim