

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, 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**")

DOCUMENT TWENTY-SEVENTH REPORT OF DELOITTE
RESTRUCTURING INC. AS CCAA MONITOR OF THE UBG
GROUP OF COMPANIES

ADDRESS FOR SERVICE
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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**") 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 26 reports plus 14 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 July 29, 2016, the stay of proceedings under the Initial Order was extended to September 15, 2016. The stay of proceedings expired on September 15, 2016.
5. Capitalized terms not defined in this twenty-seventh report (the "**Report**") are as defined in all Reports and orders previously issued in respect of these CCAA Proceedings.

Purpose of this Report

6. The purpose of this Report is to:
 - a) Provide an update on certain of the Company's development projects since the date the CCAA Proceedings expired; and
 - b) Respectfully recommend that this Honourable Court make orders:
 - i. with respect to High Pointe Inc. ("**Murals**"), approving an updated statement of receipts and disbursements, approving a distribution to the Steering Committee for the investors of Unity Investments (the "**Investors**"), authorizing the Monitor to provide the most current list of Investors in the Monitor's possession to the Steering Committee and to execute the Declaration of Trust and Assignment of Debt and Security on behalf of the Monitor and Murals;
 - ii. with respect to Wilderness Homes by Riverdale Inc. ("**Wilderness**"), lifting the stay of proceedings provided in the Initial Order in respect of Court Action No. 1001-13691 (the "**Action**"), limiting the enforcement and recoveries of any judgement obtained in the Action to any applicable policies of insurance and confirming there will be no recourse to any property of Wilderness;
 - iii. with respect to Valmont at Aspenstone Limited Partnership ("**Valmont**"), accepting the unsecured late-filed claims of two creditors, approving the distributions of funds to the creditors and the equity claimant and authorizing the Monitor to execute all required documents on behalf of the Monitor and Valmont to close the sale of the one remaining Valmont suite and parking stall;
 - iv. with respect to Alberta Builders Capital Inc. ("**ABC**") approving the distribution to the Investors in Series A in connection with the sale of certain UBG properties;

- v. extending the stay of proceedings under the Initial Order to February 28, 2017; and
- vi. providing such further and other relief that the Court considers just and warranted in the circumstances.

Terms of Reference

7. In developing this Report, the Monitor has relied upon unaudited financial information prepared by the Company's management, the Company's books and records and discussions with its management. The Monitor 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 Monitor expresses no opinion or other form of assurance in respect of the information. Future-oriented financial information relied upon in this Report is based on management's assumptions regarding future events. Actual results achieved may vary from this information and these variations may be material, and as such the Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Monitor in preparing this Report.

Currency

8. All currency references in this Report are in Canadian dollars.

BACKGROUND

Overview

9. UBG is a real estate development group overseeing various homebuilder companies. UBG is involved in residential and commercial real estate development in Alberta and real estate investment through its investment arms, Unity Investments (2012) Inc. ("**Unity Investments**"), Alberta Builders Capital Inc. ("**ABC Capital**") and American Builders Capital (US) Inc. ("**ABC US Capital**"). UBG was previously involved in residential real estate in Colorado Springs, Colorado, and San Antonio, Texas; however, all operations in the United States have been discontinued.
10. Considerable background detail and materials were included in the Monitor's Second Report and in the May 8, 2012 affidavit of Robert Friesen filed in these CCAA Proceedings which included, *inter alia*, details on:
- a) The Company's corporate organization and divisional structure;
 - b) Background on single family and multi-family projects;
 - c) Further information on operations in the US;
 - d) Commercial land and building holdings; and
 - e) Investors.

COMPANY'S ACTIVITIES

11. Since the commencement of the CCAA Proceedings, UBG addressed numerous Projects and those efforts, among other things, included:
- a) Continuing to close the sale of Residential Units;
 - b) Discussions and meetings with certain Company lenders;
 - c) Discussions and meetings with Alberta New Home Warranty Program ("**ANHWP**");
 - d) Quitclaiming UBG's head office property located in Calgary, Alberta owned by UBG 808 Calgary Limited Partnership to ICI Capital Corporation ("**ICI**");
 - e) Quitclaiming and or conveying 31 condominium units located in Canmore, Alberta owned by Timberline Lodges Limited Partnership to ICI and Bank of Montreal ("**BMO**");
 - f) Closing the sale of the property located in Canmore owned by The Ledges Limited Partnership;
 - g) Communicating with investors and Olympia Trust Company in respect of a solution to the Mountaineers Village II Project located in Canmore;
 - h) Closing the sale of 19 condominium units located in Canmore owned by Wilderness Ridge at Stewart Creek Limited Partnership ("**Wilderness**") and making a distribution to the creditors of Wilderness;
 - i) Closing the sale of the commercial property located in Canmore owned by UBG 75 Canmore Limited Partnership;
 - j) Closing the sale of the property located in Edmonton, Alberta owned by Village at the Hamptons Limited Partnership;
 - k) Closing the sale of the property located in Edmonton owned by Edgewater at Griesbach Limited Partnership;
 - l) Closing the agreement for transfer of the property located in Calgary owned by UBG Bridges Limited Partnership ("**Bridges**");
 - m) Concluding the Terwillegar Project and making an initial distribution to the Terwillegar investors;
 - n) Vesting the lands located in Calgary owned by Valour Park at Currie Limited Partnership ("**Valour Park**") to Canadian Western Bank ("**CWB**");
 - o) Closing the sale of the property located in Edmonton owned by Village at Laurels Limited Partnership;
 - p) Closing the sale of the Project located in Calgary owned by Valmont at Aspen Stone Limited Partnership ("**Valmont**");

- q) Closing the sale of seven townhouse units owned by Origins at Cranston Limited Partnership (“**Origins**”) to Attainable Homes Calgary Corporation (“**Attainable Homes**”);
- r) Collecting an intercompany receivable Wilderness Homes by Riverdale Limited Partnership (“**Riverdale**”) and making a distribution to the creditors of Riverdale;
- s) Negotiating the financing and completion of, and then the return of, 40 Calgary lots owned by Today’s Homes to United Communities;
- t) Successfully emerging Greenboro Homes Limited Partnership (“**GHL**”) from these CCAA Proceedings effective August 29, 2013;
- u) Obtaining Court approval of a stalking horse solicitation process and subsequently a sale vesting Order in respect of Phase 3 of the Origins Project;
- v) Resolving disputes in respect of claims against the Origins net sales proceeds and distributing funds to creditors;
- w) Communicating and working with the investors in ABC US Capital and United States legal counsel in connection with the Court approved assignment of security to Valiant Trust Company (“**Valiant**”);
- x) Communicating and working with the investors in the Murals at High Pointe Project, including the appointment of an investor steering committee, listing the Murals Project for sale and accepting the Fennell Offer (defined later in this Report);
- y) Obtaining Court approval of Greenboro Estate Homes Limited Partnership’s (“**GEH**”) Plan of Compromise and Arrangement (“**Plan**”) and successfully closing the transactions contemplated by the Plan and implementing same;
- z) Working with Calbridge Homes in connection with developers, lenders, creditors and stakeholders;
- aa) Undertaking a detailed review of the banking information of the Village on the Park Project (“**VOP**”), negotiating a settlement with Lear Construction Management Ltd. (“**Lear**”) and making a distribution to the VOP creditors and equity holders;
- bb) Working with the Monitor and its legal counsel to assess claims filed by creditors in these CCAA Proceedings including obtaining certain settlements;
- cc) Dealing with various lienholders in connection with the establishment, maintenance, verification and payment of various lien claims;
- dd) Addressing various Goods and Services Tax (“**GST**”) matters; and
- ee) Working with legal counsel and the Monitor in respect of certain UBG joint venture arrangements held by UBG Land Inc. (“**UBG Land**”).

MULTI-FAMILY PROJECTS

Origins at Cranston

12. The Origins project is a three phase multi-family development located in south east Calgary. It comprises a total of 140 units (24 townhomes and 116 condominiums). Phase 1 is a 48 unit condominium building which is complete and all sales have closed. One unit that was not sold was transferred to Lear in connection with a Distribution Order granted by this Honourable Court on October 30, 2015. Construction on Phase 3 consisting of 68 units had not been started and the bare land was sold with the Court approving such sale on August 4, 2014. The sale subsequently closed in late September 2014.
13. Phase 2 comprises 24 townhomes. 17 were completed by UBG and those sales have closed. The remaining seven townhomes were sold to Attainable Homes and that sale closed in early November 2013.
14. All Origins funds have been distributed pursuant to the Distribution Order other than approximately \$60,000.
15. Funds were withheld in connection with several construction deficiency and warranty claims made against those funds. The Monitor and Dentons Canada LLP ("**Dentons**") reviewed the deficiency and warranty claims and were of the view that a portion of those claims were valid claims. The deficiency and warranty claims were settled with the Origins condominium corporation and Lear agreed to the settlement.
16. Upon completing the Origins final GST returns the remaining funds (after deduction of fees to complete the GST returns) will be distributed to Lear.

South Terwillegar

17. The project known as South Terwillegar is a two phase 112 unit townhome complex located in Edmonton, Alberta. All construction is complete.
18. On July 10, 2013 UBG entered into an Interim Financing Agreement with Scotiabank whereby Scotiabank agreed to finance the remaining construction costs on 22 unfinished units. Concurrently, UBG entered into an Amended Development Agreement with Footprint Developments Ltd. ("**Footprint**") to complete construction of Terwillegar. Scotiabank was paid its loans in full in December 2013.
19. Unity Investments also provided financing on the South Terwillegar project. Unity Investments holds a second secured position and is currently owed approximately \$1.95 million excluding interest.
20. On or about July 24, 2015, pursuant to an interim distribution Order dated June 30, 2015, the Monitor made a \$601,000 interim distribution to the investors who had invested in the South Terwillegar project through Unity Investments (the "**South Terwillegar Investors**").
21. The Monitor and UBG's counsel hold approximately \$140,000 from unit sales in respect of the following:

- a) Approximately \$85,000 in respect of GST potentially payable to the Canada Revenue Agency. To date, the Monitor has remitted to CRA approximately \$136,000 of the \$221,000 originally withheld in respect of potential GST liabilities. The Monitor is in the process of preparing the remaining outstanding GST returns for this project;
 - b) A contingency of approximately \$30,000 in respect of potential additional matters or costs that may be incurred to conclude administration on the South Terwillegar project; and
 - c) A contingency in respect of future professional fees to address the remaining South Terwillegar matters.
22. In addition to the approximately \$140,000, there are two letters of credit, one in the amount of \$30,000 for the benefit of ANHWP and one in the amount of \$15,000 held by the City of Edmonton. ANHWP advises that warranty remediation costs and legal fees incurred in the CCAA Proceedings exceeds the \$30,000 letter of credit. The Monitor will follow up with ANHWP in respect of their claim.
23. The Monitor understands that the City of Edmonton will retain the \$15,000 letter of credit for a period of two years from the final sign off on landscaping. The Monitor intends to follow up with the City of Edmonton to obtain the release of the letter of credit.
24. Should additional funds eventually be available from the holdbacks noted above, a second distribution will be made to the South Terwillegar Investors.

Village on the Park

25. The project known as Village on the Park is a three phase 243 unit condominium complex comprising three buildings located in Edmonton. Construction on all three buildings is complete and all units have sold and closed.
26. Scotiabank was providing the financing on this project. The Scotiabank loan was retired in full on July 24, 2012.
27. Pursuant to the terms of the consent order granted on September 26, 2015 the Monitor distributed approximately \$518,000 to unsecured creditors with accepted unsecured claims and made a payment of \$3.0 million to Paycon Holdings Ltd. ("**Paycon**") in respect of its equity claim.
28. The Monitor is holding approximately \$90,000 (approximately \$60,000 payable to Paycon) pending the preparation and assessment of the final GST return.

Murals

29. The project known as Murals is a three phase 59 townhome unit complex located in High River, Alberta. Phase 1 comprising 18 units and Phase 2 comprising 16 units are complete and the sales of all units in Phase 1 and 2 have closed. Phase 3 comprising 25 units has not yet started.
30. Unity Investments is the only secured creditor of Murals and the investors who invested in the Murals project through Unity Investments (the "**Murals Investors**") are owed more than \$2.2 million including interest. There is no other financing on the project.

31. Phase 2 of the project was completed pursuant to a completion agreement entered into with Stahl General Contracting Inc. An accounting (attached to the Monitor's Twentieth Report) was approved and net proceeds from the sale of the Phase 2 units were distributed to the Investors pursuant to the Murals Distribution Court Order issued on March 27, 2015.
32. By Extraordinary Resolution, made pursuant to the Murals Investors' security, the Murals Investors appointed an investor Steering Committee to assist with the marketing and sale of Phase 3 of the Murals Project.
33. A marketing and sales process was undertaken by the Steering Committee and a conditional offer was received and recommended to UBG and the Monitor by the Steering Committee (the "**Fennell Offer**"). The conditions of the Fennell Offer were subsequently satisfied and on June 30, 2015 a sale approval and vesting order was granted by this Honourable Court.
34. As a result of the Fennell Offer failing to close, there have been two amending agreements to the purchase. On October 14, 2015 the Second Purchase Amending Agreement was executed which resulted in an increase of the amount of the vendor take-back mortgage. The Steering Committee advised the Monitor that the Second Purchase Amending Agreement was the most favourable offer that will be received and accordingly the Steering Committee was in favour of closing.
35. The conveyance has closed under the Second Purchase Amending Agreement. The Monitor has been advised by counsel to the Murals Investors that the vendor take-back mortgage is expected to be repaid imminently. Several items remain outstanding, including:
 - a) A distribution of the net proceeds received in respect of the Second Purchase Amending Agreement to the Murals Investors;
 - b) The completion of the assignment of the vendor take-back mortgage from High Point to Murals IG Holdings Inc. (the nominee company for the Investors) for the benefit of the Murals Investors (a copy of the Assignment of Debt and Security is attached as Appendix "A" to this Report);
 - c) The completion of a declaration of trust confirming the role of Murals IG Holdings Inc. as bare trustee for and to the benefit of the Murals Investors (a copy of which such declaration of trust is attached as Appendix "B" to this Report);
 - d) The distribution by Murals IG Holdings Inc. of the proceeds of the Vendor take-back mortgage to the Murals Investors; and
 - e) A transfer of certain common property units from High Pointe to Condominium Corporation No. 0913432.
36. There has been a significant delay in completing these items due, in part, to UBG's limited employee resources. As a result, none of the items noted in paragraph 35 have been addressed.
37. An updated accounting for the Phase 3 proceeds has been reviewed by the Monitor and is attached as Appendix "C" to this Report. The Monitor supports the distribution of \$272,040.27 to the Steering Committee on behalf of the Murals Investors and seeks the Court's authorization for the Monitor to provide the most current list of Murals Investors in the Monitor's possession to the Steering

Committee for the purposes of its distribution. The Monitor further seeks the Courts authorization to execute the Declaration of Trust and Assignment of Debt and Security on behalf of the Monitor and Murals IG Holdings Inc.

Wilderness

38. The sale of the Wilderness project to Highfield Stock Farm Inc. ("**Highfield**") closed on May 2, 2013. At the time of the sale, the Town of Canmore held a letter of guarantee in the amount of \$500,000 in respect of certain landscaping obligations. ANHWP holds a letter of guarantee in the amount of \$25,000. The Town of Canmore previously released \$495,000 of the guarantee and the remaining amount of \$5,000 was released in November 2015.
39. The Monitor distributed approximately \$1,441,000 to creditors with accepted claims against Wilderness.
40. W.H. Marshall Architect Ltd. et al ("**Marshall**") has requested that UBG and the Monitor consent to an order lifting the stay in UBG's CCAA Proceedings in respect of Wilderness Homes by Riverdale Inc. ("**Wilderness Homes**") for the purpose of advancing a third party claim. Any judgement obtained by Marshall against Wilderness Homes will be limited to enforcement under any applicable insurance policies. UBG and the Monitor will not oppose this request, as long as equal access to such records is provided to all the parties to the potential litigation, and the parties bear the costs of maintaining such records.
41. Accordingly the Monitor respectfully recommends that this Honourable Court lift the stay of proceedings provided in the Initial Order in respect of Court Action No. 1001-13691 (the "**Action**"), limit the enforcement and recoveries of any judgement obtained in the Action to any applicable policies of insurance and order there will be no recourse to any property of Wilderness.
42. The Monitor is working with ANHWP in respect of the letter of credit in respect of its release and will be filing final GST returns once the letter of credit matter has been addressed.

Mountaineers II

43. 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 Monitor, it appears that there is only one additional creditor on Mountaineers II which is the Town of Canmore in respect of outstanding property taxes.
44. 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.
45. 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.
46. The investors who invested in Mountaineers II through Unity Investments (the "**Mountaineers Investors**") have expressed a desire to have the property conveyed to them through the establishment of a holding company. The Monitor understands that the process of establishing the holding company and a mechanism to address outstanding property taxes has been underway for

an extended period. Recently, UBG was advised that the trustee for the trust indenture would be resigning and a plan is underway to replace the trustee and trust indenture with a new facility in the form of a syndicated mortgage. The Monitor understands that UBG is working with a mortgage administrator to finalize the documentation; however, issues with RRSP administration requirements have delayed that process and the strategy in place is presently being reviewed by certain of the Investors. The timing for the completion of that review is uncertain.

Valmont

47. The sale of the Valmont project was approved by this Honourable Court on August 30, 2013 and closed on September 6, 2013. Valmont is still in possession of a guest suite and an associated parking stall (collectively, the “**Guest Suite**”) which are to be sold to the Valmont Condominium Corporation for \$135,000 pursuant to the terms of the Condominium Corporation’s bylaws (the “**Bylaws**”).
48. The Monitor has been working with the Condominium Corporation to complete the sale of the Guest Suite. The process has been delayed as a result of UBG’s limited employee resources and the sale has not closed.
49. As detailed in the Monitor’s earlier reports to Court in respect of the Valmont project (including the “**Second Valmont Report**” dated July 30, 2014), there were ongoing disputes with certain creditors in respect of the required lien fund, Square Foot Real Estate Corporation (“**Square Foot**”) in respect of “back end” commissions and West Gallant Developments Ltd. (“**West Gallant**”) in respect of the proper characterization of its claim as a creditor claim or an equity claim, and the quantum of certain third party lien claims.
50. The Monitor’s attempts to settle the Square Foot dispute were unsuccessful. The Square Foot application was heard on two dates, December 16, 2015 and February 10, 2016. On August 25, 2016 the Court issued its decision dismissing Square Foot’s claim for “back end” commissions (the “**Square Foot Decision**”). The Monitor and Square Foot have agreed that they will each bear their own costs of the applications, and Square Foot agreed not to appeal the Square Foot Decision.
51. West Gallant submitted a claim against Valmont in the amount of \$4,940,000. The Monitor does not dispute the quantum of West Gallant’s claim but rather its priority. West Gallant filed a Notice of Dispute with the Monitor. West Gallant also raised questions in respect of certain valid lien claims filed by creditors. The matters have now been resolved with the lien holders, West Gallant’s questions with respect to certain lien claims and West Gallant’s claim priority.
52. As a result of the Square Foot Decision and the settlements with the lien holders and West Gallant, the Monitor proposes to make a distribution of the funds it holds to the remaining lien holders, unsecured creditors and West Gallant in respect of its subordinated claim. ThyssenKrupp Elevator (Canada) Limited (“ThyssenKrupp”) and S2 Architecture (“S2”) filed their claims late in the amount of \$4,165.98 and \$15,135.95 respectively. The Monitor reviewed the two late claims, and based on its review and on its discussions with UBG, it is the Monitor’s view that the claims of ThyssenKrupp and S2 are valid unsecured claims against Valmont and should be accepted.

53. Accordingly the Monitor respectfully recommends that this Honourable Court make orders:
- a) accepting the unsecured late-filed claims of ThyssenKrupp and S2 and approving the distributions of funds to the creditors and the subordinated claimant as set out in Appendix "D" to this Report; and
 - b) authorizing the Monitor to execute all required documents on behalf of the Monitor and Valmont to close the sale of the Guest Suite.
54. Upon the Monitor obtaining the funds in respect of closing the sale of the Guest Suite, it will complete the final GST return. Since the proposed distribution will pay out all approved creditor claims against Valmont in full, should there be funds available for distribution after completing the final GST return (and addressing any remaining administration expenses) the Monitor will distribute such funds to West Gallant.

SINGLE FAMILY PROJECTS

Greenboro Estate Homes Limited Partnership

55. On October 10, 2013 the Court issued an order approving GEH's Plan and the Plan was implemented on December 31, 2013.
56. The Monitor has reviewed the claims against GEH and issued several NORs. With the exception of two claims that the Monitor is addressing, all other claims in respect of GEH have been resolved.

Mystic Ridge

57. Mystic Ridge is a single family project located in West Calgary comprising three phases. Phase 1, consisting of 38 homes, is essentially complete. Phases 2 and 3, comprising approximately 13.5 acres and 39 homes are currently under construction. The Mystic Ridge Lands are held by a nominee company 1199032 Alberta Ltd. ("**1199**") which is not a party to these CCAA Proceedings.
58. TD agreed to finance the remaining development of Mystic Ridge. The Master Term Sheet was approved by this Honourable Court on April 25, 2013 which provides for, among other things, the financing to be provided by TD for: i) 1199 to develop the Mystic Lots; ii) GEH to purchase the Mystic Lots; and iii) GEH to construct the Mystic Ridge housing development. The parties are currently involved in a dispute with respect to: i) the financing; and ii) the agreement between GEH and 1199 for the purchase of the Mystic Lots.
59. The development of Mystic Ridge was integral to GEH's emergence from these CCAA Proceedings. The Monitor understands that all of the Phase 1 development requirements were not completed. It appears that the letter of credit established with the City of Calgary may be used by the City of Calgary to complete the development requirements. Also, a party has commenced an action against 1199 in connection with 1199's purchase and subdivision of the Mystic Ridge lands. A summary judgement application is scheduled to be heard on December 15, 2016 with respect to this matter.

Greenboro Luxury Homes

60. Greenboro Luxury Homes (Currie Barracks 1A) Limited Partnership ("**Greenboro Luxury LP**") was created to acquire and develop lands in the Currie Barracks area of Calgary. The project is 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.
61. Both properties have been completed and the sales have closed. The construction financing was provided by TD pursuant to a financing protocol approved by this Honourable Court. The Greenboro Luxury LP TD loan has been paid in full. Dentons holds approximately \$550,000 from the sale of the homes.
62. There is approximately \$269,000 in deposits held by the legal firm of Anderson, Haak & Engles LLP ("AH&E") relating to four Greenboro Luxury LP homes. One of the homeowners has indicated that there are workmanship deficiencies. The homeowner has obtained quotes in respect of the deficiencies which indicate the deficiencies are approximately equal to the amount of the homeowner's deposit. The Monitor has been unable to arrange for the release of any deposits due, in part, to UBG's limited employee resources.
63. The Monitor has commenced its review of 22 claims filed against Greenboro Luxury LP totalling \$309 million. The timing of a distribution to creditors or the investors is dependent on completing the review of the creditor claims and the receipt of the deposits.

Greenboro Homes Limited Partnership

64. On August 29, 2013 the Monitor filed the required Monitor's Certificate and GHJ has emerged from these CCAA Proceedings.
65. The landscaping claims have been addressed and distributions were made to those creditors with valid landscaping claims. There remain 4 claims that require resolution. Two of those claims relate to possible house construction deficiencies and two claims should have been made against a different UBG entity. It is likely all four remaining claims will be dealt with in a subsequent Court application.

Today's Homes

66. 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 to Today's Homes of up to \$6.0 million 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 contained in the Second Report and the May 8th Friesen Affidavit.
67. 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.
68. 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.

69. 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. As a result, the Monitor distributed \$651,513.93 to the ABC Investors against mortgage amounts owed of \$766,163 (\$636,495 principle plus \$129,668.26 accrued interest).
70. Sterling Bridge has now been paid in full with respect to the Sterling Bridge Protocol and the Second Sterling Bridge Protocol. There remains approximately \$450,000 held by Dentons in connection with the Settlement Agreement with the Developer pertaining to the return of certain lots in the Sage Hill and Nolan Hill developments. There are in excess of 120 claims filed against Today's homes totalling more than \$300 million. The Monitor is continuing its review of the claims.

UBG LAND LIMITED PARTNERSHIP

71. The purpose of UBG Land was to enter into joint venture agreements (“**JVAs**”) with certain third parties to acquire and build land inventories, and 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.
72. The time horizon for development was long term as the majority of the land inventories remain bare land and are not yet under development.
73. 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 are in good standing. The JVAs contain numerous provisions in respect of default, prohibitions of sale, assignment or transfer which are complicated and will take time to assess. The review has revealed that there appears to be only one JVA (the “**Keswick JVA**”) that has any substantive value and such value will most likely depend on the future development of the lands owned in the JVA.
74. In addition to the foregoing, UBG Land owned 21 lots located near Strathmore, Alberta. Those lots were financed by ABC Capital. All lots have been sold and the net proceeds have been distributed to the ABC capital investors. The ABC capital investors have suffered a shortfall of approximately \$2.0 million in respect of the UBG Land lots.
75. In connection with a distribution to the creditors of UBG Land, the Monitor continues to assess the JVA's and expects to commence its review of the claims filed against UBG Land in the near future.

INVESTORS

76. The Company attracted investment through its Unity Investments division as described in the Second Report and more fully in the May 8th Friesen Affidavit.
77. There are approximately 227 individual investors who invested through Unity Investments, ABC Capital and ABC US Capital.

78. Certain amounts have been distributed to the investors in ABC Capital in connection with the Sterling Bridge financing of Today's Homes and proceeds realized upon closing single family house sales where the lot purchase was financed by ABC Capital.
79. Since the commencement of the CCAA proceedings, distributions totaling approximately \$9.2 million and \$2.3 million have been made to the Series A and Series A3 investors, respectively.
80. The Monitor holds \$188,225.16 that should be distributed to the Series A Investors and accordingly recommends this Honourable Court approve the distribution to the Series A Investors as set out in Appendix "E" to this Report.
81. In respect of the multi-family projects, amounts that were recovered by the Unity Investments investors was dependent on the quantum of proceeds realized from the sale of condominium units or from the property on those projects where the entire project has been sold, quit claimed or conveyed to the secured lender. Investors in the multi-family projects Origins, South Terwillegar and VOP have realized a recovery on their investments. The investors in Murals and Mountaineers II will realize some recovery on their investments.

TAX RETURNS

82. The Monitor has been working to assist UBG to complete tax returns and GST returns for the various UBG entities.
83. The Monitor has completed certain tax returns and associated filings which were required to be filed. Additional tax information will be filed by the Monitor if and when required.
84. The Monitor continues to work on finalizing GST returns for the various UBG entities.

MONITOR'S REQUEST FOR AN EXTENSION OF THE CCAA PROCEEDINGS

85. The Company has made significant progress in respect of its restructuring which the Monitor has reported on previously. UBG no longer has active business operations and the majority of assets have been realized upon.
86. The Company did not apply to extend the stay of proceedings on or prior to September 15, 2016. Without extending the stay of proceedings, the Monitor has been unable to efficiently administer the affairs of the Company and advance the CCAA Proceedings to their conclusion.
87. The Monitor is of the view that by extending the stay of proceedings it can advance the administration for the remaining stakeholders and have access to the Court as necessary to obtain approvals for distributions and to address various other remaining tasks necessary to conclude the administration. The Monitor is further of the view that UBG (primarily through the conduct of the Monitor and Dentons, given UBG's limited employee resources) are acting in good faith and with due diligence for the purpose of concluding these CCAA Proceedings, and that the Stay extension sought is appropriate in the circumstances.
88. The primary tasks remaining to bring these CCAA Proceedings to a conclusion in addition to the current relief being sought are:

- a) assessing the creditor claims filed against Greenboro Luxury LP, Today's Homes and UBG Land;
- b) the distribution of the remaining proceeds held by the Monitor or Dentons;
- c) resolution of certain claims in respect of GEH and GHM including claims of ANHWP in connection with certain construction deficiencies;
- d) realization on one property owned by GEH which is secured by ABC Investors;
- e) resolving the Mountaineers II transfer issue; and
- f) finalizing GST returns for the various Projects.

CONCLUSION AND RECOMMENDATION

89. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court make orders granting the relief detailed in Paragraph 6 b) of this Report.

* * *

All of which is respectfully submitted this 2nd day of December, 2016.

**DELOITTE RESTRUCTURING INC.
IN ITS CAPACITY AS CCAA MONITOR OF
THE UBG GROUP OF COMPANIES
AND NOT IN ITS PERSONAL CAPACITY**

Per:



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

ASSIGNMENT OF DEBT AND SECURITY

THIS ASSIGNMENT dated effective November 20, 2015.

BETWEEN:

HIGH POINTE INC. (the "Assignor")

-and-

MURALS IG HOLDINGS INC. (the "Assignee")

WHEREAS:

- A. **THE VILLAS ON MONTEITH INC.** (the "**Debtor**") is indebted to the Assignor as at the date hereof in the principal amount of \$550,000.00 (the "**Debt**"), pursuant to the terms and conditions of a purchase agreement, between the Assignor and Fennell Consulting Ltd. ("**Fennell**"), as acknowledged and approved by Deloitte Restructuring Inc. ("**Monitor**"), in its capacity as Monitor of High Pointe Inc. and High Pointe Limited Partnership, and the Investor Committee ("**Investor Committee**"), for and on behalf of all of the holders of units in the debenture mortgage, dated as of the 9th day of January, 2015, as assigned by Fennell to the Assignee as amended by a purchase amending agreement, dated July 9, 2015, between Assignor and Debtor, and acknowledged and approved by the Monitor and the Investor Committee, as further amended by a purchase amending agreement, dated effective October 14, 2015, between Assignor and Debtor, as acknowledged and approved by the Monitor and the Investor Committee (collectively, the "**PSA**");
- B. As security for payment of indebtedness, liabilities and obligations owing from time to time by the Debtor to the Assignor including, without limitation, the Debt, the Debtor delivered to the Assignor security charging certain of the Debtor's property, assets and undertakings in favour of the Assignor including, without limitation, a mortgage and assignment of rents and leases (collectively, the "**Debtor Security**"), to be registered on title to the Encumbered Units (as defined in the PSA) in favour of the Assignee; and
- C. The Assignor wishes to assign to the Assignee, and the Assignee has agreed to acquire, all the Assignor's interests in the Debt and Debtor Security (collectively, the "**Assigned Assets**");

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the payment by the Assignee to the Assignor of the sum of \$10.00, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor hereby agrees with the Assignee as follows:

1. The Assignor hereby assigns to the Assignee, and the Assignee hereby agrees to acquire, all the Assignor's interests in the Assigned Assets without recourse of any kind to the Assignor.
2. The Assignor does not make any representation or warranty of any kind whatsoever with respect to any of the Assigned Assets or any other matter including, without limitation, any representation or warranty with respect to the validity, enforceability, registration, perfection or priority of any of the Assigned Assets, or the nature, description, assignability or value of any collateral charged by any security.
3. The Assignee shall not take any action for the recovery of the Debt or for the enforcement of the Debtor Security in the name of the Assignor, but rather all such actions shall be maintained or prosecuted by the Assignee in its own name. It is agreed that the Assignor has no further obligation to the Assignee in respect of the Debt, or the registration or enforcement of the Debtor

Security, and in particular, but without limiting the foregoing, the Assignor has no obligation to maintain or to update any books of account or record necessary to substantiate the amount of the Debt or the enforceability of the Debtor Security for the recovery thereof.

4. The Assignee hereby covenants and agrees that is acquiring the Assigned Assets as bare trustee to hold for and on behalf of the investors set forth in Schedule "A" attached hereto (the "**Investors**"), in the percentage set forth opposite each of the Investors' names set forth on Schedule "A" attached hereto, and that the Assignee otherwise has no legal or beneficial interest in and to the Assigned Assets.
5. If any provision of this Assignment is held by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
6. This Assignment shall be governed by and construed in accordance with the laws of Alberta.
7. This Assignment shall be binding on, and enure of the benefit of the parties hereto and their respective successors and assigns.
8. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. The parties agree that this Assignment may be executed and delivered by facsimile copy or by electronic means (including by PDF format).

<signature page follows>

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the date and year first above written.

ASSIGNOR:

HIGH POINTE INC.

By: _____
Name:

ASSIGNEE:

MURALS IG HOLDINGS INC.

By: _____
Name:

THIS ASSIGNMENT is acknowledged and approved by:

MONITOR:

**Deloitte Restructuring Inc., in its capacity as
Monitor of High Pointe Inc. and High Pointe
Limited Partnership**

By: _____
Name:

INVESTOR COMMITTEE:

**The INVESTOR COMMITTEE, for and on behalf
of all holders of the units in the Debenture
Mortgage**

By: _____
Name:

**SCHEDULE "A"
INVESTORS**

NAME	PERCENTAGE

DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made effective as of the 20th day of November, 2015.

WHEREAS:

- A. High Pointe Limited Partnership (the "**Partnership**") was established for the purpose of developing a multi-phased, multi-family residential townhome project in High River, Alberta, known as the "Murals at High Pointe" (the "**Project**");
- B. Pursuant to a Debenture Mortgage Agreement, dated March 31, 2011 (the "**Debenture Mortgage**"), between High Pointe Inc. (the "**General Partner**"), as general partner of the Partnership, the Partnership, and certain debenture holders of the Partnership (the "**Unitholders**"), the General Partner issued, and there remains outstanding, an aggregate of 2,120 debenture units on behalf of the Partnership (the "**Units**"), in denominations of \$1,000 each for an aggregate gross principal amount of \$2,120,000, which amount was outstanding for a term of thirty-six months from March 31, 2011, maturing March 31, 2014;
- C. The Partnership had undertaken the development of lands legally described as: i) Condominium Plan 0913805, Unit 23, and 1 undivided one ten thousandth shares in the common property, excepting thereout all mines and minerals; ii) Condominium Plan 0913805, Units 24-29, and 1050 undivided one ten thousandth shares in the common property, excepting thereout all mines and minerals; iii) Condominium Plan 0913805, Units 34-64, and 5207 undivided one ten thousandth shares in the common property, excepting thereout all mines and minerals, (collectively, the "**Lands**");
- D. On May 9, 2012, the General Partner, the Partnership, and a number of their affiliates, sought and obtained protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA Proceedings**"), which relief included, among other things, the appointment of Deloitte Restructuring Inc. as the court-appointed monitor appointed to assist the restructuring undertaken in the CCAA Proceedings (the "**Monitor**");
- E. In the course of the CCAA Proceedings, certain of the Lands were completed and sold to third party purchasers and, until recently, the General Partner, on behalf of the Limited Partnership, remained the registered owner of Condominium Plan 1111258, Units 34 to 58 inclusive (the "**Remaining Lands**");
- F. The General Partner held the Remaining Lands as nominee and agent for the Partnership to develop the Project. The Remaining Lands were charged by way of the Debenture Mortgage in favor of the Unitholders as security for the repayment of amounts owing in respect of the Units;
- G. The General Partner explored a number of alternatives to continue to develop the Remaining Lands, none of which were determined to be viable;
- H. Pursuant to the Debenture Mortgage, the Unitholders agreed, by extraordinary resolution (the "**Extraordinary Resolution**"):
 - a. that it was in the best interest of the Unitholders and the Partnership that the Remaining Lands be listed for sale, to be sold free and clear of all right, title, and interest of the General Partner, the Partnership, and all parties claiming through the General Partner or the Partnership; and
 - b. to the appointment of a committee of Unitholders to act as a steering committee (the "**Steering Committee**") with authority to do all such acts and things for and on behalf of

all of the Unitholders as may be deemed reasonable and appropriate to facilitate the listing, marketing and disposition of the Remaining Lands;

- I. The Extraordinary Resolution was approved by Unitholders representing more than the requisite 66 2/3% of the aggregate principal amount of the outstanding Units;
- J. Pursuant to a purchase agreement dated January 9, 2015, made between Fennell Consulting Ltd. ("**Fennell**") and the General Partner, as acknowledged and approved by the Monitor and endorsed by the Steering Committee (the "**Purchase Agreement**"), the General Partner agreed to sell and transfer to Fennell all its legal and beneficial interest in the Remaining Lands, on the terms and conditions as set out in the Purchase Agreement;
- K. Pursuant to a letter dated June 15, 2015, Fennell assigned to The Villas on Monteith Inc. (the "**Buyer**") all of Fennell's right, title and interest in and to the Purchase Agreement;
- L. On or about June 30, 2015, the General Partner obtained from the Court of Queen's Bench of Alberta (the "**Court**") an approval and vesting order (the "**June Order**") approving, among other things, the sale and conveyance of the Remaining Lands to the Buyer;
- M. The Buyer ultimately failed to complete the purchase transaction as required under the Purchase Agreement and the General Partner, on behalf of the Partnership, and the Buyer entered a purchase amending agreement, dated July 9, 2015, as approved by the Monitor and endorsed by the Steering Committee, extending the closing date for the transaction;
- N. The General Partner, on behalf of the Partnership, and the Buyer entered a second purchase amending agreement, dated October 14, 2015, as approved by the Monitor and endorsed by the Steering Committee, further extending the closing date for the transaction (the "**October Amending Agreement**"), extending the closing date to November 20, 2015 (the "**Closing Date**");
- O. Under the October Amending Agreement, the General Partner and the Buyer agreed, with the approval of the Monitor and endorsement of the Steering Committee, that a portion of the sale proceeds would not be paid immediately and would be secured by a vendor take-back mortgage in the amount of \$550,000.00 (the "**VTB Debt**"), which VTB Debt would be assigned to Murals IG Holdings Inc. (the "**Corporation**") as bare trustee for and on behalf of the Unitholders and secured by way of a mortgage and assignment of rents and leases (the "**VTB Security**") to be registered on title to Condominium Plan 1111258, Units 34 to 48 inclusive (the "**Mortgaged Lands**") in the name of the Corporation;
- P. On or about September 28, 2015, the General Partner obtained from the Court an approval and vesting order (the "**September Order**") setting aside the June Order and approving, among other things, the sale and conveyance of the Remaining Lands to the Buyer with the purchase price being comprised of cash and the VTB Debt;
- Q. On the Closing Date the transaction of purchase and sale between the General Partner, on behalf of the Partnership, and the Buyer closed pursuant to the terms and conditions of the September Order;
- R. Pursuant to the terms and conditions of an assignment of debt and security, dated effective November 20, 2015, the VTB Security was assigned by the General Partner, on behalf of the Partnership to the Corporation, as acknowledged and approved by the Monitor and the Steering Committee;
- S. The VTB Debt, as secured by the VTB Security, comprises a part of the Net Proceeds (as defined in the September Order) and represents amounts owing to the Unitholders pursuant to the Debenture Mortgage;

- T. On or about December 15, 2015, the VTB Security was registered at the Land Titles Office in favour of the Corporation, as bare trustee for the Unitholders;

NOW THEREFORE in consideration of the sum of TEN (\$10.00) DOLLARS now paid to the Corporation, the sufficiency and receipt of which consideration is hereby acknowledged, the Corporation agrees as follows:

1. The Corporation declares and agrees that as and from the date hereof it holds the VTB Debt and the VTB Security (collectively, the "**Assets**"), as bare trustee and for and on behalf of each Unitholder beneficially entitled to an interest in the Assets, as its interest may appear in the Debenture Mortgage, each Unitholder to continue to hold all of the beneficial right, title and interest in and to the Assets, as to their respective interests including all rights, benefits and advantages and subject to all obligations, liabilities and disadvantages of or attendant thereto. The Unitholders and their respective beneficial interests in the Assets as of November 20, 2015 are set forth in Schedule "A" attached hereto.
2. The Corporation hereby declares and confirms that it has not and never has had any beneficial interest in any of the Unitholders' respective interests and that all amounts owing under the VTB Security do not in any manner whatsoever belong to the Corporation but are the property of and subject to the order and control of each Unitholder, its successors and assigns, as may be directed from time to time by the Steering Committee.
3. The Corporation covenants, agrees and undertakes to and with each Unitholder that it shall, upon the request of the Steering Committee, at its cost, execute all documents and do all acts and things as may be necessary to give effect to any transfer or dealing with the Assets for the benefit of the Unitholders. The Corporation hereby agrees that it shall receive no compensation to act as bare trustee in accordance with the terms hereof, subject only to reimbursement for reasonable disbursements incurred.
4. The Corporation agrees to perform on behalf of each Unitholder, as directed by the Steering Committee, on a timely basis, all obligations including mortgages, obligations, responsibilities and acts.
5. Notwithstanding anything to the contrary, recourse by the Corporation against the Steering Committee, directly or indirectly and whether as agent or otherwise, shall be limited to the assets of the trust hereby created and no Unitholder shall have any personal liability to the Corporation in any way with respect hereto or to the Assets.
6. This Declaration of Trust shall be governed by the laws of the Province of Alberta and shall enure to the benefit of and be binding upon the Corporation, its respective successors and assigns. Time shall be of the essence. If any provision of this Declaration of Trust shall be found to be void or unenforceable, this Declaration of Trust shall be read exclusive of such provision and the Corporation shall execute such further documents, give such further assurances and do such things and acts as may be necessary or desirable to carry out the true intent of this Declaration of Trust.
7. This Declaration of Trust may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. The parties agree that this Declaration of Trust may be executed and delivered by facsimile copy or by electronic means (including by PDF format).
8. This Declaration of Trust is subject to Court approval.

<signature page follows>

IN WITNESS WHEREOF the parties hereto have executed this Declaration of Trust as of the date first written above.

CORPORATION:

MURALS IG HOLDINGS

By: _____
Name:

THIS DECLARATION OF TRUST is acknowledged and approved by:

MONITOR:

DELOITTE RESTRUCTURING INC., in its capacity as Monitor of High Pointe Inc. and High Pointe Limited Partnership

By: _____
Name:

INVESTOR COMMITTEE:

The INVESTOR COMMITTEE, for and on behalf of all holders of the units in the Debenture Mortgage

By: _____
Name:

SCHEDULE "A"
BENEFICIAL INTERESTS

UNITHOLDER	INTEREST
	100%

Unity Builders Group CCAA Proceedings
Murals at High Pointe Project
Statement of Receipts and Disbursements
As at August 9, 2016
\$ CDN

Receipts	Notes	
Unit Closing		259,710.31
Unit Closing		219,483.90
Unit Closing		218,261.59
Unit Closing		217,819.25
Unit Closing		217,493.52
Unit Closing		240,334.30
Unit Closing		238,436.22
Cash to close: Phase 3		371,078.41
Interest		276.76
Total Receipts	a	1,982,894.26
Disbursements		
Construction completion costs		940,000.00
GST		75,366.79
Irrigation and maintenance costs		25,000.00
Property taxes		65,212.78
Realtor commissions (Phase 2)		61,650.21
Borrower's cost Phase 2 (per Mar 26/15 Order)		161,153.91
Holdbacks (0.5%)	b	8,057.70
R Wyton Appraisal		2,100.00
Mcleod & Company (bylaws)		5,428.87
Contingency		10,000.00
Mortgage - 1st interim distribution		242,568.83
Realtor commission (Phase 3)		47,250.00
Borrower's cost Phase 3 (per Sept 28/15 Order)		62,000.00
Holdbacks (0.5%)	c	4,500.00
Steering Committee disbursements		564.90
Total Disbursements		1,710,853.99
Mortgage - 2nd interim distribution		272,040.27

Notes

- a Does not include Phase 3 VTB proceeds totalling \$550,000 as at closing.
- b Relates only to Phase 2 sales.
- c Relates to Phase 3 sales.

Unity Builders Group CCAA Proceedings
Valmont at Aspen Stone Limited Partnership
Creditor Distribution
As at November 30, 2016
\$CDN

Funds Available		2,397,417.91
Reserve for Professional Fees		<u>75,000.00</u>
Net Funds Available		2,322,417.91

Creditor Distribution

Lien Creditors

Burnco Rock Products Ltd.	203,322.40	
Harris Steel Services Limited	182,541.79	
United Rentals of Canada, Inc.	<u>15,290.04</u>	401,154.23

Unsecured Creditors

Active Safety & Training Ltd.	1,548.00	
Atco Structures & Logistics Ltd.	1,571.80	
Chau, (Richard) Van Tuan	3,571.24	
City of Calgary	200.00	
Consolidated Gypsum	819.00	
D.A. Watt Consulting Ltd.	3,521.45	
Executive Mat Service Ltd.	80.50	
Fin-Wall Site Services	494.80	
Gypsum Drywall(Southern) Ltd.	21,448.35	
Head To Toe Safety Ltd.	1,564.10	
ISL Engineering and Land Services, formerly Cascade Engineering Group	2,789.06	
Maranda Reprographics & Printing Inc.	355.22	
Perth Construction Ltd.	5,533.50	
RCI Coatings 2012 Inc.	5,250.00	
Realty Executives Apex	10,677.25	
Source Media Group	2,299.50	
Square Foot Real Estate Corporation	57,582.00	
The Bolt Supply House Ltd.	2,658.10	
Volvo Rents	2,100.00	
Workforce Temporary Services Ltd.	<u>11,862.69</u>	135,926.56

Late Claims

S2 Architecture	15,135.95	
ThyssenKrupp Elevator (Canada) Limited	<u>4,165.98</u>	<u>19,301.93</u>

Distribution to West Gallant		<u><u>1,766,035.19</u></u>
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Unity Builders Group CCAA Proceedings
 Alberta Builders Capital Inc.
 Series A Distribution
 As at November 30, 2016
 \$CDN

Funds Available

188,225.16

Distribution

Investor Name ¹	Outstanding ABC Claim Amount	Proposed Dec 2016 Distribution
# 1	\$7,463.67	462.08
#2	\$26,712.50	1,653.77
# 3	\$14,691.88	909.58
# 4	\$18,698.75	1,157.64
# 5	\$20,034.38	1,240.33
# 6	\$6,663.99	412.57
# 7	\$40,068.76	2,480.66
# 8	\$6,577.06	407.19
# 9	\$53,425.01	3,307.55
# 10	\$26,655.96	1,650.27
# 11	\$2,132.48	132.02
# 12	\$2,132.48	132.02
# 13	\$5,331.19	330.05
# 14	\$5,331.19	330.05
# 15	\$1,066.24	66.01
# 16	\$49,952.38	3,092.56
# 17	\$32,055.00	1,984.53
# 18	\$26,712.51	1,653.77
# 19	\$40,068.76	2,480.66
# 20	\$14,660.78	907.65
# 21	\$8,681.72	537.49
# 22	\$7,996.79	495.08
# 23	\$11,312.54	700.36
# 24	\$6,678.13	413.44
# 25	\$26,712.50	1,653.77
# 26	\$7,118.49	440.71
# 27	\$7,996.79	495.08
# 28	\$6,663.99	412.57
# 29	\$47,978.19	2,970.33
# 30	\$5,261.65	325.75
# 31	\$7,996.79	495.08
# 32	\$10,928.95	676.61
# 33	\$26,655.96	1,650.27
# 34	\$56,723.77	3,511.77
# 35	\$13,327.98	825.14
# 36	\$40,068.76	2,480.66
# 37	\$1,315.41	81.44
# 38	\$7,103.23	439.76
# 39	\$26,655.96	1,650.27
# 40	\$40,068.75	2,480.66

1. The Investor names have been redacted for purposes of privacy.

Unity Builders Group CCAA Proceedings
 Alberta Builders Capital Inc.
 Series A Distribution
 As at November 30, 2016
 \$CDN

<u>Investor Name</u> ¹	<u>Outstanding ABC Claim Amount</u>	<u>Proposed Dec 2016 Distribution</u>
# 41	\$48,082.51	2,976.79
# 42	\$19,991.97	1,237.70
# 43	\$2,665.60	165.03
# 44	\$4,006.87	248.07
# 45	\$5,342.50	330.75
# 46	\$4,006.88	248.07
# 47	\$13,356.25	826.89
# 48	\$13,356.25	826.89
# 49	\$25,917.46	1,604.55
# 50	\$34,459.13	2,133.37
# 51	\$31,787.88	1,967.99
# 52	\$5,261.65	325.75
# 53	\$26,451.71	1,637.63
# 54	\$39,807.96	2,464.51
# 55	\$6,577.06	407.19
# 56	\$6,577.06	407.19
# 57	\$13,327.98	825.14
# 58	\$17,100.35	1,058.68
# 59	\$20,034.38	1,240.33
# 60	\$20,034.38	1,240.33
# 61	\$6,591.19	408.06
# 62	\$53,425.01	3,307.55
# 63	\$44,075.63	2,728.73
# 64	\$10,928.95	676.61
# 65	\$11,995.18	742.62
# 66	\$20,034.38	1,240.33
# 67	\$56,096.26	3,472.92
# 68	\$5,342.50	330.75
# 69	\$10,662.39	660.11
# 70	\$5,342.50	330.75
# 71	\$36,596.13	2,265.67
# 72	\$53,425.01	3,307.55
# 73	\$80,137.51	4,961.32
# 74	\$40,068.76	2,480.66
# 75	\$40,068.76	2,480.66
# 76	\$26,655.96	1,650.27
# 77	\$21,370.00	1,323.02
# 78	\$13,327.98	825.14
# 79	\$6,663.99	412.57
# 80	\$8,995.32	556.90
# 81	\$13,754.89	851.57
# 82	\$26,655.96	1,650.27
# 83	\$7,996.79	495.08
# 84	\$10,662.39	660.11

1. The Investor names have been redacted for purposes of privacy.

Unity Builders Group CCAA Proceedings
 Alberta Builders Capital Inc.
 Series A Distribution
 As at November 30, 2016
 \$CDN

<u>Investor Name</u> ¹	<u>Outstanding ABC Claim Amount</u>	<u>Proposed Dec 2016 Distribution</u>
# 85	\$6,663.99	412.57
# 86	\$40,068.76	2,480.66
# 87	\$6,663.99	412.57
# 88	\$8,681.72	537.49
# 89	\$7,996.79	495.08
# 90	\$106,850.02	6,615.09
# 91	\$15,784.94	977.25
# 92	\$6,663.99	412.57
# 93	\$14,660.78	907.65
# 94	\$7,996.79	495.08
# 95	\$10,662.39	660.11
# 96	\$6,577.06	407.19
# 97	\$13,154.12	814.37
# 98	\$40,068.76	2,480.66
# 99	\$6,591.19	408.06
# 100	\$6,577.06	407.19
# 101	\$28,048.13	1,736.46
# 102	\$14,691.88	909.58
# 103	\$40,068.76	2,480.66
# 104	\$13,327.98	825.14
# 105	\$6,663.99	412.57
# 106	\$22,570.64	1,397.35
# 107	\$26,655.96	1,650.27
# 108	\$23,728.30	1,469.02
# 109	\$24,041.25	1,488.40
# 110	\$29,122.96	1,803.01
# 111	\$13,327.98	825.14
# 112	\$19,773.58	1,224.18
# 113	\$19,773.58	1,224.18
# 114	\$53,425.01	3,307.55
# 115	\$7,996.79	495.08
# 116	\$24,041.25	1,488.40
# 117	\$15,818.87	979.35
# 118	\$7,382.14	457.03
# 119	\$6,663.99	412.57
# 120	\$80,137.51	4,961.32
# 121	\$40,068.76	2,480.66
# 122	\$40,068.76	2,480.66
# 123	\$13,154.12	814.37
# 124	\$6,646.61	411.49
# 125	\$13,154.12	814.37
# 126	\$6,663.99	412.57
# 127	\$13,327.98	825.14
# 128	\$26,655.96	1,650.27

1. The Investor names have been redacted for purposes of privacy.

Unity Builders Group CCAA Proceedings
 Alberta Builders Capital Inc.
 Series A Distribution
 As at November 30, 2016
 \$CDN

<u>Investor Name</u> ¹	<u>Outstanding ABC Claim Amount</u>	<u>Proposed Dec 2016 Distribution</u>
# 129	\$26,655.96	1,650.27
# 130	\$13,327.98	825.14
# 131	\$1,865.92	115.52
# 132	\$30,654.36	1,897.81
# 133	\$26,308.24	1,628.75
# 134	\$19,991.97	1,237.70
# 135	\$53,425.01	3,307.55
# 136	\$7,996.79	495.08
# 137	\$40,047.89	2,479.37
# 138	\$5,331.19	330.05
# 139	\$2,665.60	165.03
# 140	\$6,663.99	412.57
# 141	\$19,731.18	1,221.56
# 142	\$6,663.99	412.57
# 143	\$7,996.79	495.08
# 144	\$9,596.15	594.10
# 145	\$19,905.04	1,232.32
# 146	\$8,681.72	537.49
# 147	\$53,425.01	3,307.55
Total	<u>3,040,298.58</u>	<u>188,225.16</u>

1. The Investor names have been redacted for purposes of privacy.