

COURT FILE NUMBER	1003-04274
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	Edmonton
PLAINTIFF	Cold Lake Estates Inc.
DEFENDANTS	D. Robinson & Associates Inc.
DOCUMENT	FIRST ALBERTA REPORT TO COURT OF THE INTERIM RECEIVER DATED DECEMBER 14, 2010
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	McLennan Ross LLP 6 th Floor, 12220 Stony Plain Road NW, Edmonton, AB T5N 3Y4 Attention: Stephen J. Livingstone Telephone: 780.482.9200 Facsimile: 780.482.9100 Solicitors for the Interim Receiver, Meyers Norris Penny Limited

A. PURPOSE OF THE REPORT

Meyers Norris Penny Limited (“MNP”) in its capacity as Interim Receiver of D. Robinson & Associates Inc. (“D. Robinson”) (the “Receiver”) is submitting its First Alberta Report to the Court to:

1. Request that the Foreclosure Order in the within action include recognition of the Receiver’s first charge on the mortgaged land in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person; and

2. Provide the Court with background information pertaining to the Interim Receivership.

B. BACKGROUND

1. MNP was appointed Interim Receiver of North Commons Commercial Limited Partnership, North Commons Commercial GP Ltd., University Park Regina Investment Corporation, University Park Regina Limited Partnership, University Park Regina GP Ltd., Prince of Wales Drive Regina Limited Partnership, Prince of Wales Drive Regina GP Ltd., Hills of Cold Lake Investment Corporation, Hills of Cold Lake Limited Partnership, Hills of Cold Lake GP Ltd., Windsor Hills Investment Corporation, Windsor Hills Limited Partnership, Windsor Hills GP Ltd., D.R. Real Estate Ltd., D. Robinson and Associates Inc., LibertyGate Investment Corp., LibertyGate Management Corp., 1360109 Alberta Ltd., and 101130281 Saskatchewan Ltd., (collectively as the “Debtor”) in accordance with a July 20, 2010 Court of Queen’s Bench of Alberta Order (the “Interim Receivership Order”). A copy of the Interim Receivership Order is attached as Schedule “A”.
2. The application in Edmonton, Alberta for the appointment of the Interim Receiver, returnable on May 7, 2010, was served upon the following parties:
 - (a) Cold Lake Estate Inc. (“Cold Lake Estates”);
 - (b) Northern Alberta Estates Inc.;
 - (c) Fisgard Capital Corporation;
 - (d) Karmin Somji;
 - (e) 1427766 Alberta Ltd.;
 - (f) 1488098 Alberta Ltd.;
 - (g) Morbank Financial Inc.;

- (h) Pattison MGM Architectural Services Ltd;
 - (i) G & GP Inc;
 - (j) Konscious Corp.;
 - (k) Lakeland Credit Union Ltd.; and
 - (l) Quorex Construction Ltd.
3. In accordance with the terms of the Interim Receivership Order (paragraph 3), the Receiver is empowered to:
- (a) Receive and control all proceeds arising out of the Property;
 - (b) Take steps to preserve, protect and maintain control of the Property;
 - (c) Receive and collect all monies and accounts now owed and exercise all remedies in collecting such monies; and
 - (d) Investigate the affairs of the Debtor.
4. All actions and remedies against the Debtor are stayed except certain foreclosure actions, including the within foreclosure action (paragraph 10).
5. In carrying out its duties, the Receiver is empowered to engage legal counsel (paragraph 3(e)).

C. INTERIM RECEIVER'S FIRST CHARGE

1. Paragraph 17 of the Interim Receivership Order states:
- Any expenditure or liability which shall properly be made or incurred by [MNP], including the fees of [MNP] and the fees and disbursement of its legal counsel, incurred at the standard rates and charges of [MNP] and its counsel, shall be allowed to it in passing its accounts and **shall form a first charge on the Property [including the Mortgaged Land] in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person** (the "Interim Receiver's Charge"). (Emphasis added)

2. The Receiver does assert the Interim Receiver's Charge as set out in the Interim Receivership Order.
3. A major part of the Receiver's duties under the Interim Receivership Order, is to:
 - (a) investigate the affairs of the Debtor (the "Forensic Review") respecting certain matters, all as defined in the Interim Receivership Order, including:
 - (i) The raising of funds pursuant to the Offering Memorandums issued for the Limited Partnerships and certain of the Corporate entities of the Debtor (the "Solicited Funds");
 - (ii) The use and/or whereabouts of the Solicited Funds, including, without restriction, whether any of the Solicited Funds were paid to off-shore accounts; and
 - (iii) Whether any funds were received or assets purchased and acquired by the Debtor, their directors, officers, employees, or agents, arising from the Solicited Funds;
 - (b) prepare an accounting and a reconciliation of the Solicited Funds of the Debtor.
 - (c) recommend a course of action for the ongoing business operation of the Debtor, including whether the assets of the Debtor should be liquidated and proceeds distributed and whether the Limited Partnerships of the Debtor group are viable.
4. The Forensic Review involves the review and reconciliation of the

historical financial transactions within nineteen (19) different corporate/partnership entities which has proven to be time consuming to date.

5. The Receiver has received a portion of the required banking information required to complete the Forensic Review and has made a request for the remaining outstanding documentation resulting in considerable amount of time yet to be spent completing the Forensic Review.
6. The Receiver's Fees and Disbursements from July 20, 2010 to December 10, 2010 total \$65,129.30 plus GST (not including the Receiver's Legal Fees). Attached as Schedule "B" is MNP's Interim Statement of Receipts and Disbursements for the period July 20, 2010 to December 10, 2010.
7. Assets subject to the Interim Receiver's First Charge are comprised of the cash on hand as at the date of the Interim Receivership Order and four (4) separate parcel's of land (the "Properties"), three (3) in Alberta and one (1) in Saskatchewan.
8. Each of the four (4) subject Properties are subject to mortgage claims in different stages of foreclosure. Attached as Schedule "C" is a table of the Properties with estimated values and encumbrances.
9. The Receiver seeks a holdback on each Property in support of the Receiver's Fees and Disbursements and the Receiver's Legal Fees and Disbursements. The holdback is to be paid from the sales proceeds upon sale of the Properties, or paid by the first mortgagor upon transfer of title to the first mortgagor in lieu of debts owed.

D. COLD LAKE ESTATES FORECLOSURE ACTION

1. In relation to the Cold Lake Estates Foreclosure Action, the Receiver has not reviewed the claims of Cold Lake Estates to determine whether it is valid and enforceable.
2. The Receiver has not verified the balance due of \$3,554,151.13 plus costs as claimed by Cold Lake Estates in paragraph five (5) of the December 10, 2010 Affidavit of Charles E. Ryan. On December 7, 2010 the Receiver requested documentation from Cold Lake Estates to support all financial transactions between Cold Lake Estates and D. Robinson. A copy of the Receiver's December 7, 2010 request is attached as Schedule "D".
3. The Receiver has confirmed that a total of \$4,412,240 has been paid to Cold Lake Estate from D. Robinson, however, this amount is subject to amendment as the Receiver has not yet received supporting documentation for all financial transactions of D. Robinson.
4. The Cold Lake Estates Property is stated to have been purchased by D. Robinson for \$6,200,000. The purchase price less the payments made by D. Robinson to Cold Lake Estates of \$4,412,240 results in a balance outstanding to Cold Lake Estates, before penalties and interest, of \$1,787,760 (\$6,200,000 - \$4,412,240) which is \$1,766,391.13 less than the amount claimed to be owed by Cold Lake Estates (\$3,554,151.13 - \$1,787,760).

E. CONCLUSION

Based upon the foregoing the Receiver seeks the Court's approval for the following:

1. Recognition of the Interim Receiver's First Charge on the Property

legally described as:

Meridian 4 Range 2 Township 63
Section 34 Quarter South East
Containing 64.7 Hectares (160 Acres) More or Less
Excepting Thereout: Hectares (Acres) more or less
A) Plan 0925400 – Subdivision 4.465 11.03
Excepting Thereout all Mines and Minerals

2. Authorization of a payment in the amount of \$50,000 to be paid by Cold Lake Estates to the Receiver and an encumbrance on title in favour of the Receiver for future potential costs, to be discharged upon discharge of the Receiver.
3. Authorization for the Receiver to review and report on the history of financial transactions between D. Robinson and Cold Lake Estates to verify the balance of debt outstanding under the claim of Cold Lake Estates prior to completion of the foreclosure action.

Dated at the City of Edmonton, in the Province of Alberta, this 16th day of December, 2010.

Respectively Submitted,

MEYERS NORRIS PENNY LIMITED
In its capacity as Interim Receiver of
D. Robinson & Associates Inc.
And not in its personal capacity

Per: 

Eric Sirrs, CIRP, Trustee
Vice President

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

Daniel Charest, Suzanne Charest, Alfred Toews, Doris Toews, Denis Gagnon, Lorraine Gagnon, Paul Rochon, Winnie Rochon, Charles Bouchard, Paul Guenette, Micheline Guenette, Norman Dufresne, Lucie Dufresne, Carmen Guindon, Richard Guindon, Raymond Dallaire, Gisele Dallaire, Richard Bouvier, Alice Bouvier, 1020590 Alberta Ltd., Gabriel Benoit, Lorraine Benoit, Leo Roby, Lorraine Roby, Norman Rochon, Lina Rochon, Roger Lambert, Cecile Lambert, Tracey Beaudette,, Michel Blais, Michel Wolfe, Karen Wolfe, Reginald Bouchard, Annette Bouchard, Rene Boisvert, Raymond Boisvert, Lorraine Boisvert, Daniel Lavoie, Simon Lavoie, Romeo Lavoie, Laurent Lavoie, Willie Couture, Raydn Couture, Aurele Doran, Isabelle Doran, Guy Gosselin, Therese Gosselin, Edna Boisvert, Marcel Roy, Sandra Roy, Gary Doran, Jocelyne Doran, Jean Nicolet, Elaine Nicolet, Michael Paradis, Lise Paradis, Nobel Gabriel, 966567 Alberta Ltd., Roger Couillard, Louise Couillard, Gerard Maure, Louis Hebert and Yvonne Hebert

Plaintiffs

- and -

North Commons Commercial Limited Partnership, North Commons Commercial GP Ltd., University Park Regina Investment Corporation, University Park Regina Limited Partnership, University Park Regina GP Ltd., Prince of Wales Drive Regina Limited Partnership, Prince of Wales Drive Regina GP Ltd., Hills of Cold Lake Investment Corporation, Hills of Cold Lake Limited Partnership, Hills of Cold Lake GP Ltd., Windsor Hills Investment Corporation, Windsor Hills Limited Partnership, Windsor Hills GP Ltd., D.R. Real Estate Ltd., D. Robinson and Associates Inc., LibertyGate Investment Corp., LibertyGate Management Corp., 1360109 Alberta Ltd., 101130281 Saskatchewan Ltd., Dedric Robinson and Allan Holomey

Defendants

BEFORE THE HONOURABLE
JUSTICE G.A. VERVILLE
IN CHAMBERS, LAW COURTS
EDMONTON, ALBERTA

) ON TUESDAY, THE 20TH DAY OF
) JULY, 2010.
)
)
)

INTERIM RECEIVERSHIP ORDER

UPON the application of the Plaintiffs in respect of North Commons Commercial Limited Partnership, University Park Regina Limited Partnership, Prince of Wales Drive Regina Limited Partnership, Hills of Cold Lake Limited Partnership, Windsor Hills Limited Partnership (the "Limited Partnership Defendants") and North Commons Commercial GP Ltd., University Park Regina Investment Corporation, University Park Regina GP Ltd., Hills of Cold Lake Investment Corporation, Hills of Cold Lake GP Ltd., Windsor Hills Investment Corporation, Windsor Hills GP Ltd., D.R. Real Estate Ltd., D. Robinson and Associates Inc., LibertyGate Investment Corp.,

LibertyGate Management Corp., 1360109 Alberta Ltd. and 101130281 Saskatchewan Ltd. (the "Corporate Defendants) (the Limited Partnership Defendants and the Corporate Defendants jointly and severally referred to as the "Debtor"); AND UPON having read the Notice of Motion, and the Affidavits of Gary Doran and Jean Nicolet, filed; AND UPON reading the consent of Meyers Norris Penny Limited ("MNP") to act as Interim Receiver and Receiver and Manager ("Receiver") of the Debtor, filed; AND UPON hearing counsel for the Plaintiffs and the Debtor; 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.

APPOINTMENT

2. Pursuant to sections 13(2) of the *Judicature Act*, R.S.A. 2000 and sections 39 of the *Partnership Act*, MNP is hereby appointed Interim Receiver (herein "Receiver"), without security, of all of the financial records and accounts of the Debtor with the further authority to investigate, observe and monitor the assets, undertakings and properties of the Debtor acquired for, or used in relation to the Debtor's business, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. 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 inventory of and oversee the Debtor, to ensure the preservation of the Property;
 - (b) to receive and control any and all proceeds, receipts and disbursements arising out of or from the Property and all bank accounts of the Debtor;
 - (c) to report on, and if it considers it necessary or desirable to do so, to take steps to preserve, protect and maintain control of the Property, or any part of parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (d) to monitor, review and investigate the financial affairs of the Debtor including, without restriction, the Debtor's ability to carry on and undertake any of its obligations and the ability of the Debtor to effectively manage, perform and undertake the contracts and projects to be undertaken by each of the Limited Partnership Defendants and to report thereon to the Court;
 - (e) 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 powers and duties conferred by this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (g) with the consent of the Court, to settle, extend or compromise any indebtedness owing to or by the Debtor;
 - (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 Debtor, for any purpose pursuant to this Order;
 - (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
 - (j) with the consent of the Court 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 Debtor, 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 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;
 - (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
 - (m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
 - (n) to exercise any shareholder, partnership, joint venture or other rights which the Debtor have; and
 - (o) to commence investigation the Debtor and their affairs, activities and business and report to this Court respecting:
 - (i) the raising of funds pursuant to the Offering Memorandums issued for the Limited Partnership Defendants and certain of the Corporate Defendants (the "Solicited Funds");

- (ii) to prepare an accounting and a reconciliation of the Solicited Funds for each Limited Partnership Defendant and/or Corporate Defendant;
 - (iii) the use and/or whereabouts of the Solicited Funds, including, without restriction, whether any of the Solicited Funds were paid to off-shore accounts;
 - (iv) whether any funds were received or assets purchased and acquired by the Debtor, their directors, officers, employees, or agents, arising from the Solicited Funds; and
 - (v) a recommendation for a course of action for the ongoing business operation of the Debtor and whether the assets of the Debtor should be liquidated and proceeds distributed and the Limited Partnership Defendants dissolved or whether the projects to be undertaken by the Limited Partnership Defendants are viable and recommendations for addressing same;
- (p) if it considers it necessary as part of its investigation as directed in paragraph 3(o), to conduct examinations, under oath, of any of any of the Debtors, or their respective directors, officers, employees or agents in relation to their knowledge of any matters relating to the Solicited Funds of the business of the Debtor;
- (q) to take any steps reasonably incidental to the exercise of these powers;

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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. For further clarity, the Receiver is acting generally as monitor of the Debtor's Property and is not acting as the operator of the business of the Debtor nor is it now the general partner of the Limited Partnership Defendants.
5. The Receiver and the Plaintiffs have the right to reapply to this Court to augment or amend the power of the Receiver as may be appropriate from time to time.
6. (i) The Debtor, (ii) all of its 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.
7. 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 Debtor, 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 5 or in paragraph 6 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.

8. 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

9. 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 THESE DEFENDANTS OR THE PROPERTY

10. No Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court, with the exception of the foreclosure actions which have been commenced in Alberta and Saskatchewan 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.

NO EXERCISE OF RIGHTS OF REMEDIES

11. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, with the exception of the

foreclosure actions which have been commenced in Alberta and Saskatchewan, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

12. 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 Debtor, 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 section 11.1(1) of the *Companies' Creditors Arrangement Act*) with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

13. All Persons having oral or written agreements with the Debtor 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 is hereby restrained until further Order of this Court 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 Debtor's 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 Debtor 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

14. 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

15. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Debtor, with the

Receiver's consent, 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 *Bankruptcy and Insolvency Act* ("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) and 81.6(3) of the BIA. For clarity, the Receiver is not empowered to terminate any of the Debtor's employees without consent of the Court.

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.

Nothing in this Order shall derogate from the protection afforded to the Receiver by Section 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

- 17. Any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").
- 18. The Receiver and its legal counsel shall pass their accounts from time to time.
- 19. 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

- 20. The Receiver be at liberty and it 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 \$100,000.00 (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, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.
- 21. 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.
- 22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.


23. 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

24. 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

25. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor
27. 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.
28. The Receiver 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.
29. The Plaintiff shall have its costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
30. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



J.C.Q.B.A.

ENTERED this 20 day of July
2010.



CLERK OF THE COURT



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [THESE DEFENDANTS'S NAME] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the ____ day of _____, 2005 (the "Order") made in action numbers _____, 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 \$_____ 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 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 _____, 2007.

[RECEIVER'S NAME], solely in its capacity as
Receiver of the Property (as defined in the
Order), and not in its personal capacity

Per: _____
Name:
Title:



Action No. 1003 06808

2010

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

Daniel Charest, Suzanne Charest, Alfred Toews, Doris Toews, Denis Gagnon, Lorraine Gagnon, Paul Rochon, Winnie Rochon, Charles Bouchard, Paul Guenette, Micheline Guenette, Norman Dufresne, Lucie Dufresne, Carmen Guindon, Richard Guindon, Raymond Dallaire, Gisele Dallaire, Richard Bouvier, Alice Bouvier, 1020590 Alberta Ltd., Gabriel Benoit, Lorraine Benoit, Leo Roby, Lorraine Roby, Norman Rochon, Lina Rochon, Roger Lambert, Cecile Lambert, Tracey Beaudette, Michel Blais, Michel Wolfe, Karen Wolfe, Reginald Bouchard, Annette Bouchard, Rene Boisvert, Raymond Boisvert, Lorraine Boisvert, Daniel Lavole, Simon Lavoie, Romeo Lavoie, Laurent Lavoie, Willie Couture, Raydn Couture, Aurele Doran, Isabelle Doran, Guy Gosselin, Therese Gosselin, Edna Boisvert, Marcel Roy, Sandra Roy, Gary Doran, Jocelyne Doran, Jean Nicolet, Elaine Nicolet, Michael Paradis, Lise Paradis, Nobel Gabriel, 966567 Alberta Ltd., Roger Couillard, Louise Couillard, Gerard Maure, Louis Hebert and Yvonne Hebert

Plaintiffs

- and -

North Commons Commercial Limited Partnership,
North Commons Commercial GP Ltd., University Park
Regina Investment Corporation, University Park Regina
Limited Partnership, University Park Regina GP Ltd.,
Prince of Wales Drive Regina Limited Partnership,
Prince of Wales Drive Regina GP Ltd., Hills of Cold Lake
Investment Corporation, Hills of Cold Lake Limited
Partnership, Hills of Cold Lake GP Ltd., Windsor Hills
Investment Corporation, Windsor Hills Limited
Partnership, Windsor Hills GP Ltd., D.R. Real Estate
Ltd., D. Robinson and Associates Inc., LibertyGate
Investment Corp., LibertyGate Management Corp.,
1360109 Alberta Ltd., 101130281 Saskatchewan Ltd.,
Dedric Robinson and Allan Holomey

Defendants

RECEIVERSHIP ORDER

DARREN R. BIEGANEK
Barrister & Solicitor
(780) 428-6036
File #204-166906

DUNCAN & CRAIG LLP

LAWYERS & MEDIATORS

2800 Scotia Place, 10060 Jasper Avenue
Edmonton, Alberta, Canada, T5J 3V9

LibertyGate - Interim Receivership
Interim Statement of Receipts and Disbursements
For the Period July 20, 2010 to December 10, 2010

	Jul 20, 2010 to Oct 19, 2010	Variance during period	July 20, 2010 to Dec 10, 2010
RECEIPTS:			
Proceeds of Sale (1)	\$ 43,559.43	-	\$ 43,559.43
Cash on Hand	8,907.65	-	8,907.65
TOTAL RECEIPTS:	52,467.08	-	52,467.08
DISBURSEMENTS:			
Filing Fees Paid to Official Receiver	70.00	-	70.00
Insurance	520.00	260.00	780.00
TOTAL DISBURSEMENTS:	590.00	260.00	850.00
 Net Proceeds before Receivers Fees and Disbursements	 51,877.08	 (260.00)	 51,617.08
INTERIM RECEIVER'S FEES AND DISBURSEMENTS (2)(3)			
Interim Receiver's Fees	32,070.40	32,720.00	64,790.40
GST on Interim Receiver's Fees	1,603.52	1,636.00	3,239.52
Courier and Postage	9.76	7.00	16.76
Administrative Fee	1,586.73	1,652.79	3,239.52
Mileage	47.09	-	47.09
Software License Fee	150.00	-	150.00
Search Fees	125.05	-	125.05
	35,592.55	36,015.79	71,608.34
 Excess funds available after Fees and Disbursements	 \$ 16,284.53	 \$ (36,275.79)	 \$ (19,991.26)

Notes

1. The proceeds of sale represent funds held in a lawyers trust account from the sale of property prior to the appointment of the Interim Receiver. Counsel for a realtor has advised the Interim Receiver that they hold an interest in the amount of \$43,341.78 for the commissions from the sale of the property.
2. The Interim Receiver's Fees and Disbursements represent costs to date and have not been paid from the estate.
3. The Interim Receiver's Fees and Disbursements do not include the Interim Receiver's Legal Fees accrued to date.

ESTIMATED EQUITY VALUES IN PROPERTIES

PROJECT PROPERTY	ESTIMATED VALUE (A)	ESTIMATED TOTAL ENCUMBRANCES (B)	ESTIMATED EQUITY IN PROPERTY (A - B) = (C)
University Park (1)	5,100,000	6,808,000	(1,708,000)
Windsor Hills (2)	750,000	2,200,000	(1,450,000)
North Commons (3)	unknown	2,399,500	unknown
Cold Lake Estates (4)	3,700,000	4,420,000	(720,000)

Notes:

- (1) Estimated value of University Park Property based upon Judicial Sale Order listing value.
- (2) Estimated value of the Windsor Hills Property based upon an Offer to Purchase received via Foreclosure Application listing.
- (3) Estimated value of the North Commons Property is unknown due to multiple appraisals with varying appraised values. The Property has not yet been listed for sale through foreclosure action.
- (4) Estimated value of the Cold Lake Estates Property based upon Judicial Sale Order listing value.



MEYERS NORRIS PENNY LIMITED

Writer's Direct Line: (780) 969-1491

Writer's Email: eric.sirrs@mnp.ca

December 7, 2010

Our File No. 376909-GB-DT

Court No. 24-115319

VIA FACSIMILE 780.420.6327

Wheatley Sadownik
2000 Sun Life Place
10123 – 99 Street
Edmonton, AB T5J 3H1

Attention: Nestor Makuch

Dear Sir:

RE: D. Robinson & Associates Inc. – Interim Receivership

Please be advised that Meyers Norris Penny Limited was appointed as Interim Receiver of North Commons Commercial Limited Partnership, North Commons Commercial GP Ltd, University Park Regina Investment Corporation, University Park Regina Limited Partnership, University Park Regina GP Ltd., Prince of Wales Drive Regina Limited Corporation, Prince of Wales Drive Regina GP Ltd., Hills of Cold Lake Investment Corporation, Hills of Cold Lake Limited Partnership, Hills of Cold Lake GP Ltd., Windsor Hills Investment Corporation, Windsor Hills Limited Partnership, Windsor Hills GP Ltd., D.R. Real Estate Ltd., D. Robinson and Associates Inc., LibertyGate Investment Corp, LibertyGate Management Corp, 1360109 Alberta Ltd., and 101130281 Saskatchewan Ltd., (collectively referred to as "LibertyGate") by way of a Court of Queen's Bench of Alberta Order dated July 20, 2010 (the "Appointing Order").

Further to our previous correspondence and in accordance with the Appointing Order we are in the process of completing a forensic accounting of the financial transactions of Libertygate. We would request that Cold Lake Estates Inc. provide an accounting of its financial transactions with D. Robinson & Associates and all other entities named within the Appointing Order with respect to the purchase of the lands referenced in the May 10th, 2010 Order Nisi/Order for Sale (the "Lands").

Specifically please provide the following:

- accounting of the original sale of the lands including a copy of the purchase agreement ;
- accounting of payment(s) received at the time of original purchase and the value of the mortgage registered on the Lands;
- reconciliation of all subsequent mortgage payments received by Cold Lake Estates Inc.;

- reconciliation of any additional payments received and supporting documentation (postponement agreements, late payment penalties and interest, etc.); and
- reconciliation of the current balance outstanding.

Should you require any further information please contact the undersigned at 780.969.1491.

Yours truly,

MEYERS NORRIS PENNY LIMITED

In its capacity as Interim Receiver of
LibertyGate

And not in its personal capacity

A handwritten signature in black ink, appearing to be 'Eric Sirrs', written over a circular stamp or seal.

Per: Eric Sirrs, CIRP, Trustee
Vice President

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 3340
CONNECTION TEL 7804206327
CONNECTION ID
ST. TIME 12/07 14:00
USAGE T 00'23
PGS. SENT 2
RESULT OK



MEYERS NORRIS PENNY LIMITED

*Writer's Direct Line: (780) 969-1491
Writer's Email: eric.sirs@mnp.ca*

December 7, 2010

Our File No. 376909-GB-DT
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