

ACTION NO. 1001-03215

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

BETWEEN:

**FIRST CALGARY SAVINGS & CREDIT UNION LTD.**

**Plaintiff**

and

**PERERA SHAWNEE LTD., PERERA DEVELOPMENT CORPORATION, DON L.  
PERERA and SHIRANIE M. PERERA**

**Defendants**

AND BETWEEN:

**PERERA SHAWNEE LTD., DON L. PERERA and SHIRANIE M. PERERA**

**Plaintiffs by Counterclaim**

and

**FIRST CALGARY SAVINGS & CREDIT UNION LTD. and DELOITTE & TOUCHE  
LLP**

**Defendants by Counterclaim**

BEFORE THE HONOURABLE  
MADAM JUSTICE A. KENT  
IN CHAMBERS

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)  
)  
)

AT THE COURTHOUSE, IN THE CITY  
OF CALGARY, IN THE PROVINCE OF  
ALBERTA, ON WEDNESDAY, THE  
27<sup>TH</sup> DAY OF OCTOBER, 2010

**AMENDED AND RESTATED VESTING ORDER**

**(Re: Purchase by Tempo Real Estate of Legal Unit 52, Suite 601)**

UPON the application of Deloitte & Touche Inc., in its capacity as Court-appointed receiver and manager of Perera Development Corporation ("PDC") and Perera Shawnee Ltd. ("PSL", or when reference is being made to PDC and PSL collectively, the "Debtors"), and not in its personal capacity (the "Receiver"); AND UPON noting the Order issued by Madam

Justice A. Kent on March 3, 2010 (the "**Receivership Order**"); AND UPON noting the Affidavit of Service of ^Sandra Bazian, sworn October 12, 2010 (the "First Affidavit of Service"); AND UPON noting the Affidavit of Service of Pamela Nutter, sworn October 27<sup>th</sup>, 2010 (the "**Second Affidavit of Service**") (the First Affidavit of Service and the Second Affidavit of Service are collectively referred to as the "**Affidavits of Service**"); AND UPON reading the First Report of the Receiver, dated July 30, 2010 (the "**First Receiver's Report**"); AND UPON reading the Confidential Second Report of the Receiver, dated August 11, 2010 (the "Confidential Second Receiver's Report"); AND UPON reading the Third Report of the Receiver, dated October 7, 2010 (the "**Third Receiver's Report**"); AND UPON reading the Confidential Fourth Report of the Receiver, dated October 7, 2010 (the "**Confidential Fourth Receiver's Report**"); AND UPON reading the Fifth Report of the Receiver, dated October 26<sup>th</sup>, 2010 (the "**Fifth Receiver's Report**"); AND UPON reading the Confidential Sixth Report of the Receiver, dated October 26<sup>th</sup>, 2010 (the "**Confidential Sixth Receiver's Report**"); AND UPON noting the Adjournment Order granted by Madam Justice A. Kent on October 22, 2010; AND UPON hearing from counsel for the Receiver and counsel for any other persons present; IT IS **HEREBY ORDERED AND DECLARED THAT:**

### **SERVICE**

1. The time for service of this Notice of Motion^ dated ^October 7, 2010 (the "October 7 Motion") and the Notice of Motion dated October 26, 2010 (the "**October 26 Motion**") (the October 7 Motion and the October 26 Motion are collectively referred to as, ^the "**Motions**"), ^ the ^Third Receiver's Report and the Fifth Receiver's Report (collectively, the "Receiver's Reports") is abridged if necessary, the Motions ^are properly returnable today, service of the Motions, ^the ^Receiver's Reports on the persons listed in Schedule "^G" to the October 7 Motion and Schedule "C" to the October 26 Motion (collectively, the "**Service List**") in the manner described in the Affidavits of Service is good and sufficient and no persons other than the persons on the Service List are entitled to notice of the Motions or service of the ^Receiver's Reports.

### **APPROVAL OF THE SALE**

2. Without prejudice to any of the rights of Tempo Real Estate Ltd. operating as Royal Le Page Benchmark (the "**Purchaser**") as provided for in paragraph 19(d)(ii) of this Amended and Restated Vesting Order, the sale contemplated by the purchase contract

between PSL and the Purchaser, dated May 29, 2007, (the "**Purchase Contract**") regarding <sup>^</sup>the unit in Condominium Plan 0915321 (the "**Plan**") <sup>^</sup>legally described as follows:

Condominium Plan 0915321  
Unit 52  
And 37 undivided one ten thousandth shares in the  
common property  
Excepting thereout all mines and minerals  
  
(the "**Unit**").

for the Purchase Price (as that term is defined in the Purchase Contract) is hereby approved.

3. The Receiver is authorized and empowered, but not directed, to:
  - (a) make amendments to the Purchase Contract in accordance with the authorization provided in Schedule "3" to the Confidential Second Receiver's Report, provided that the Purchaser agrees to such amendments being made to the Purchase Contract; and
  - (b) close the Purchase Contract and convey title to the Unit to the Purchaser (the "**Transaction**") pursuant to and in accordance with this Amended and Restated Vesting Order.

#### **CLOSING OF THE TRANSACTION**

4. In the event that the Purchaser intends to close the Transaction, the Purchaser shall provide the Receiver with written notice of the name and address of his/her solicitor for the Transaction (the "**Purchaser's Solicitors**") within 5 days of being served with a copy of this Amended and Restated Vesting Order.
5. The closing of the Transaction shall be effected in accordance with the terms of the Purchase Contract and upon such trust conditions as may be agreed upon between the conveyancing solicitors for the Receiver, Kathleen S. Davis, (the "**Receiver's Conveyancing Solicitors**"), and the Purchaser's Solicitors.

6. The closing date for the Transaction shall be November 17, 2010, or such other dates as may be agreed upon by the Purchaser and the Receiver (the "**Closing Date**"). There shall be an adjustment of, *inter alia*, taxes on the Closing Date.
7. Upon the delivery of a certified copy of this Amended and Restated Vesting Order to the Registrar of the South Alberta Land Titles Office (the "**Registrar**") and a written request from the Receiver's Conveyancing Solicitors to do so, the Registrar shall:
  - (a) cancel certificate of title number 091 368 709 +51 to the Unit (the "**Old Title**");
  - (b) issue a new certificate of title to the Unit in the name of the Purchaser or his/her nominee (the "**New Title**"), which shall (subject to paragraphs 7(d) and 7(e) of this Amended and Restated Vesting Order) include only the encumbrances listed in Schedule "A" to this Amended and Restated Vesting Order (collectively, the "**Permitted Encumbrances**");
  - (c) discharge any and all of the encumbrances from the New Title that are listed in Schedule "B" to this Amended and Restated Vesting Order (collectively, the "**Listed Encumbrances**");
    - (c.1) register a discharge, as it pertains to the Purchaser's Unit including the Purchaser's share in the common property, on the condominium additional plan sheet certificate (the "CAPSC") of the encumbrances that are listed in Schedule "C" to this Vesting Order (collectively, the "CAPSC Encumbrances", which together with the Listed Encumbrances are collectively referred to as the "Discharged Encumbrances");
  - ^
  - (d) register a copy of this Amended and Restated Vesting Order on the New Title; and
  - (e) register any mortgage financing obtained by the Purchaser, or any other interests requested by the Purchaser, on the New Title.

8. The Registrar shall perform the steps specified in paragraph 7 of this Amended and Restated Vesting Order:
  - (a) in the order specified in paragraph 7 of this Amended and Restated Vesting Order; and,
  - (b) notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L - 4 (the "LTA").

#### **VESTING OF TITLE TO THE UNIT**

9. Upon the Registrar issuing a certified copy of the New Title in accordance with paragraphs 7<sup>^</sup> and 8 of this Order all right, title, interest, estate and equity of redemption of PSL, if any, and any persons claiming by, through or under PSL, in and to the Unit shall vest absolutely in the Purchaser free and clear of and from all security interests (whether contractual, statutory or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the Receivership Order or by any other Order(s) in these or any other proceedings and (b) the Discharged Encumbrances (all of which are collectively referred to as the "Encumbrances", which term shall include the Claims but shall not include the Permitted Encumbrances) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Unit are hereby expunged and discharged as against the Unit.

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10. Upon the Registrar completing the steps identified in paragraphs 7 and 8 of this Amended and Restated Vesting Order, the Registrar shall forthwith make available to the Receiver's Conveyancing Solicitors a certified copy of the New Title.

#### **TRANSFER OF MC LLP DEPOSIT FUNDS**

11. Pursuant to s. 14(3) of *Condominium Property Act*, R.S.A. 2000, c. C-22, (the "CPA") upon receipt of a certified copy of the New Title from the Receiver's Conveyancing

Solicitors, the law firm of McLeod and Company LLP ("MC LLP") (Attention: Robin Lokhorst) shall forthwith, and in any event within three days of receipt of the certified copy of the New Title from the Receiver's Conveyancing Solicitors, provide the Receiver's Conveyancing Solicitors with all deposit funds (the "Deposit Funds") if any, that are currently held by MC LLP pursuant to the Purchase Contract.

#### AMENITIES HOLDBACK AMOUNT

12. The Receiver shall deduct from the Deposit Funds and all amounts paid by the Purchaser's Solicitors to the Receiver's Conveyancing Solicitors pursuant to the Purchase Contract as well as any Bond Funds (as hereinafter defined) (collectively, the "Total Proceeds") the sum of \$3,996.00 (the "Amenities Holdback Amount"), in accordance with section 14(5) of the CPA<sup>^</sup>.
13. The Amenities Holdback Amount shall not be disbursed by the Receiver unless an Order allowing for a disbursement of the Amenities Holdback Amount is issued by this Court.

#### HOLDING OF THE NET PROCEEDS

14. The Receiver shall hold the Total Proceeds, less the Amenities Holdback Amount less any holdback the Receiver may be required to make in order to obtain or verify (if necessary) Alberta New Home Warranty Program warranty coverage for the Unit, closing costs including real estate commissions, taxes, conveyancing costs of the Receiver and other usual closing costs (the "Net Proceeds") pursuant to and in accordance with the terms of this Amended and Restated Vesting Order.
15. <sup>^</sup>The Net Proceeds shall stand in the place and stead of the Unit and <sup>^</sup>any holder of the Encumbrances ("Encumbrancers") may assert their Claims against <sup>^</sup> the Net Proceeds with the same right and priority that the Encumbrancers had <sup>^</sup>against the Unit immediately prior to the sale of the Unit, as if the Unit had not been sold and remained in the possession and control of PSL.
16. The Net Proceeds shall not be disbursed by the Receiver unless an Order allowing for a disbursement of the Net Proceeds is issued by this Court.

## **FEEES ASSOCIATED WITH THE ISSUANCE OF THE NEW TITLE**

17. All costs, fees and disbursements associated with the steps outlined in paragraph 7 of this Amended and Restated Vesting Order, including the registration of any mortgage against the Unit in favour of the Purchaser's lender, shall be for the Purchaser's account.

## **FAILURE TO CLOSE ON THE CLOSING DATE**

18. This Amended and Restated Vesting Order is made for the purposes of allowing the Receiver and the Purchaser to close the Purchase Contract and convey title to the Unit to the Purchaser pursuant to and in accordance with the Purchase Contract. Nothing herein obligates the Purchaser to close the Purchase Contract or proceed with the Transaction.
19. In the event that the Transaction does not close on the Closing Date:
- (a) all of the Purchaser's right, title, interest, estate and equity of redemption, if any, and any persons claiming by, through or under the Purchaser, in and to the Unit are extinguished;
  - (b) the Receiver is empowered and authorized, but not obligated, to sell, convey, transfer, lease or assign the Unit to a third-party;
  - (c) MC LLP shall hold all of the Deposit Funds and shall not disburse the Deposit Funds unless on notice to the Purchaser an Order allowing for a disbursement of the Deposit Funds is issued by this Court;
  - (d) except for as expressly set out in this Amended and Restated Vesting Order, all of the other rights and liabilities of the Receiver (in its capacity as Court-appointed receiver and manager of PSL) and the Purchaser under and pursuant to the Purchase Contract are preserved including, without limiting the generality of the foregoing:
    - (i) the Receiver's right to claim (in its capacity as Court-appointed receiver and manager of PSL) that the Purchaser has breached the Purchase Contract, that all of the Deposit Funds and any other deposits paid by the Purchaser pursuant to the Purchase Contract are forfeited to the Receiver, that the Receiver is entitled to make a claim on any bond issued to secure

the Purchaser's obligation under the Purchase Contract (the "**Bond**") and that the Purchaser is liable for all damages sustained, if any, by the Receiver (in its capacity as Court-appointed receiver and manager of PSL) for the Purchaser's breach of the Purchase Contract; and

- (ii) the Purchaser's right to claim that PSL has breached the Purchase Contract, that the Purchaser was entitled to terminate or rescind the Purchase Contract, that any closing notices sent were improper or invalid, that the Purchaser is entitled to a return of the Deposit Funds and any other deposits paid by the Purchaser pursuant to the Purchase Contract and that PSL is liable for damages caused, including but not limited to damages caused by PSL's failure to complete amenities facilities and buildings associated with the Plan, to the Purchaser by PSL's breach of the Purchase Contract.

- 20. For greater certainty, in the event that a Bond has been issued to secure the Purchaser's obligations under the Purchase Contract and the Receiver receives any funds pursuant to the Bond (the "**Bond Funds**"), the Receiver shall hold the Bond Funds and the Bond Funds shall not be disbursed by the Receiver unless on notice to the Purchaser an Order allowing for a disbursement of the Bond Funds is issued by this Court.

#### **SERVICE OF THIS ORDER**

- 21. This Amended and Restated Vesting Order shall be sufficiently served by serving the same on the Purchaser or on the person identified as counsel for the Purchaser on the Service List (the "**Purchaser's Counsel of Record**"), or by posting a copy of the Vesting Order on the Receiver's website at:

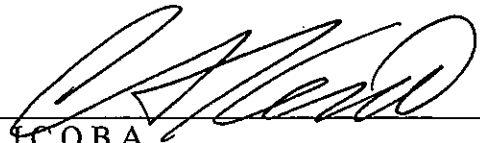
[http://www.deloitte.com/view/en\\_CA/ca/specialsections/insolvencyandstructuringproceedings/perera/index.htm](http://www.deloitte.com/view/en_CA/ca/specialsections/insolvencyandstructuringproceedings/perera/index.htm)

and no other persons are entitled to be served with a copy of this Amended and Restated Vesting Order. Service of this Amended and Restated Vesting Order on the Purchaser or the Purchaser's Counsel of Record shall be good and sufficient:



- (a) if being served on the Purchaser's Counsel of Record, by delivery of this Amended and Restated Vesting Order on the Purchaser's Counsel of Record by PDF email, facsimile, rush courier or personal delivery to the office of the Purchaser's Counsel of Record; or
- (b) if being served on the Purchaser directly, by delivery of this Amended and Restated Vesting Order by PDF email, or by rush courier or personal delivery to the address provided by the Purchaser in the Purchase Contract or such other address as the Purchaser may provide to the Receiver.

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J.C.Q.B.A.

ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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Clerk of the Court

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**SCHEDULE "A" TO THE AMENDED AND RESTATED VESTING ORDER**

**PERMITTED ENCUMBRANCES**

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:8611330
871 142 214	10/08/1987	CAVEAT RE : SEE CAVEAT CAVEATOR - FRANCES LORRAINE REHMAN
071 476 257	24/09/2007	CAVEAT RE : RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION.
091 368 708	07/12/2009	CAVEAT RE : RESTRICTIVE COVENANT
<u>091 368 709</u>	<u>07/12/2009</u>	<u>CONDOMINIUM PLAN</u>
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT
<u>091 372 552</u>	<u>10/12/2009</u>	<u>CHANGE OF DIRECTORS</u>
<u>091 372 553</u>	<u>10/12/2009</u>	<u>CHANGE OF BY-LAWS</u>
<u>101 157 679</u>	<u>28/05/2010</u>	<u>INSTRUMENT</u> <u>PHASED DEVELOPMENT DISCLOSURE STATEMENT</u>

**SCHEDULE "B" TO THE AMENDED AND RESATED VESTING ORDER**

**LISTED ENCUMBRANCES**

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
071 422 840	23/08/2007	MORTGAGE MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
071 422 841	23/08/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
101 063 343	03/03/2010	BUILDER'S LIEN LIENOR - EMCO CORPORATION.
101 066 488	05/03/2010	BUILDER'S LIEN LIENOR - MIRCOM DISTRIBUTION (BC) INC..
101 067 936	08/03/2010	BUILDER'S LIEN LIENOR - 759450 ALBERTA LTD. O/A INTERIOR FINISHING.
101 067 938	08/03/2010	BUILDER'S LIEN LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA) LTD..
101 069 174	09/03/2010	BUILDER'S LIEN LIENOR - ADLER FIRESTOPPING LTD..
101 071 142	10/03/2010	BUILDER'S LIEN LIENOR - COAST WHOLESALE APPLIANCES GP INC..
101 071 143	10/03/2010	BUILDER'S LIEN LIENOR - THE FINISHING CENTRE LTD..
101 072 838	11/03/2010	BUILDER'S LIEN LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD..
101 072 839	11/03/2010	BUILDER'S LIEN LIENOR - UNITED RENTALS OF CANADA, INC..
101 072 840	11/03/2010	BUILDER'S LIEN LIENOR - MORWEST CRANE & SERVICES LTD..
101 075 229	15/03/2010	BUILDER'S LIEN LIENOR - 1412705 ALBERTA LIMITED.
101 075 230	15/03/2010	BUILDER'S LIEN LIENOR - JMMK PLUMBING & HEATING INC..

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 075 235	15/03/2010	BUILDER'S LIEN LIENOR – GLOBAL STONE INC..
101 075 236	15/03/2010	BUILDER'S LIEN LIENOR – NOVASTONE INC..
101 076 429	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES LTD..
101 076 430	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES.
101 076 431	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES.
101 076 432	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES.
101 081 785	22/03/2010	BUILDER'S LIEN LIENOR – CANNEX CONTRACTING 2000 INC..
101 085 868	24/03/2010	BUILDER'S LIEN LIENOR – NORDSTAR KITCHENS LTD..
101 088 872	26/03/2010	BUILDER'S LIEN LIENOR – DOMENICO FANELLI
101 099 051	08/04/2010	BUILDER'S LIEN LIENOR – DISTINCTIVE FLOORS LTD..
101 100 273	08/04/2010	BUILDER'S LIEN LIENOR – RIDGELINE SHEET METAL INC..
101 100 274	08/04/2010	ORDER IN FAVOUR OF – DELOITTE & TOUCHE INC..
101 210 310	15/07/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069174
<u>101 230 491</u>	<u>04/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101072840</u>
<u>101 232 253</u>	<u>06/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101075229</u>
<u>101 232 254</u>	<u>06/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101063343</u>
<u>101 235 115</u>	<u>09/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101085868</u>
<u>101 236 589</u>	<u>10/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101066488</u>

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
<u>101 243 366</u>	<u>17/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101099051</u>
<u>101 244 766</u>	<u>17/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101072839</u>
<u>101 250 899</u>	<u>23/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101067938</u>
<u>101 256 920</u>	<u>27/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101067936</u>
<u>101 261 640</u>	<u>01/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101081785</u>
<u>101 269 084</u>	<u>09/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101075230</u>
<u>101 269 130</u>	<u>09/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101075236</u>
<u>101 269 242</u>	<u>09/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101075235</u>
<u>101 281 039</u>	<u>21/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101088872</u>
<u>101 288 123</u>	<u>28/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>BY - ON TRACK EXCAVATING LTD..</u>
<u>101 295 723</u>	<u>05/10/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101100273</u>

**SCHEDULE "C" TO THE AMENDED AND RESTATED VESTING ORDER**

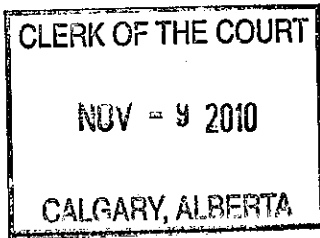
**CAPSC ENCUMBRANCES**

<b><u>REGISTRATION NUMBER</u></b>	<b><u>DATE (D/M/Y)</u></b>	<b><u>PARTICULARS</u></b>
<u>101 067 937</u>	<u>08/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - FIRST CHOICE POST CONSTRUCTION</u> <u>CLEANING.</u>
<u>101 069 579</u>	<u>09/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ALCON ELECTRICAL CORP..</u>
<u>101 070 642</u>	<u>10/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - MORWEST CRANE &amp; SERVICES LTD..</u>
<u>101 070 970</u>	<u>10/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ALADEN PAINTING LTD..</u>
<u>101 073 253</u>	<u>12/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - INLAND PIPE A DIVISION OF LEHIGH</u> <u>HANSON MATERIALS LTD.</u>
<u>101 073 697</u>	<u>12/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - WENDY BOHN</u>
<u>101 083 554</u>	<u>23/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - GREAT SHADES LTD..</u>
<u>101 083 849</u>	<u>23/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - COONEY'S TRUCKING LTD..</u>
<u>101 088 800</u>	<u>26/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - MACS LANDSCAPING &amp; CONCRETE.</u>
<u>101 089 785</u>	<u>29/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ALUMA SYSTEMS INC..</u>
<u>101 090 065</u>	<u>29/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ON TRACK EXCAVATING LTD..</u>
<u>101 104 779</u>	<u>13/04/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - OMC RENOVATIONS.</u>
<u>101 230 491</u>	<u>04/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101070642</u>
<u>101 264 691</u>	<u>03/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101069579</u>
<u>101 276 374</u>	<u>16/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101083554</u>

<u>REGISTRATION NUMBER</u>	<u>DATE (D/M/Y)</u>	<u>PARTICULARS</u>
<u>101 281 854</u>	<u>22/09/2010</u>	<u>BUILDER'S LIEN LIENOR – ALUMA SYSTEMS INC..</u>
<u>101 283 672</u>	<u>23/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101089785</u>
<u>101 283 673</u>	<u>23/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101281854</u>
<u>101 284 888</u>	<u>24/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101090065</u>



ACTION NO: 1001-03215



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

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BETWEEN:

FIRST CALGARY SAVINGS & CREDIT  
UNION LTD.

Plaintiff

and

PERERA SHAWNEE LTD., PERERA  
DEVELOPMENT CORPORATION, DON L.  
PERERA and SHIRANIE M. PERERA

Defendants

AND BETWEEN:

PERERA SHAWNEE LTD., DON L. PERERA  
and SHIRANIE M. PERERA

Plaintiffs by Counterclaim

and

FIRST CALGARY SAVINGS & CREDIT  
UNION LTD. and DELOITTE & TOUCHE  
LLP

Defendants by Counterclaim

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**AMENDED AND RESTATED VESTING  
ORDER**

**(Re: Purchase by Tempo Real Estate of  
Legal Unit 52, Suite 601)**

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**OSLER, HOSKIN & HARCOURT LLP**

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