

ACTION NO. 1001-03215

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

BETWEEN:

FIRST CALGARY SAVINGS & CREDIT UNION LTD.

I hereby certify this to be a true copy of  
the original order  
Dated this 28 day of Oct 2010  
[Signature]  
for Clerk of the Court  
**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

**CLOSING PROCESS ORDER**

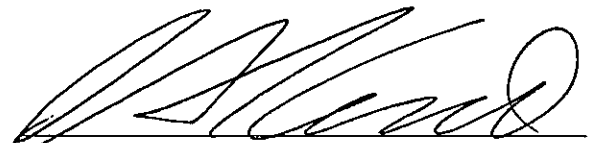
UPON the application of Deloitte & Touche Inc., in its capacity as Court-appointed receiver and manager of Perera Development Corporation ("PDC") and Perera Shawnee Ltd. ("PSL", or when reference is being made to PDC and PSL collectively, the "Debtors"), and not in its personal capacity (the "Receiver"); 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, 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, 2010 (the **“Fifth Receiver’s Report”**); **AND UPON** reading the Confidential Sixth Report of the Receiver, dated October 2, 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** noting the Sealing Order granted by Madam Justice A. Kent on October 27, 2010 (the **“Third Sealing Order”**); **AND UPON** noting the Order (Re: Advice and Directions regarding Service) granted by Madam Justice A. Kent on October 27, 2010 (the **“Service Order”**); **AND UPON** hearing from counsel for the Receiver and counsel for any other persons present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

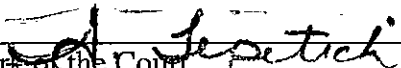
1. The time for service of the Notice of Motion dated October 7, 2010 (the **“October 7 Motion”**) and the Notice of Motion dated October 26, 2010 (the **“October 26 Motion”**) (the October 7 Motion and the October 26 Motion are collectively referred to as, the **“Motions”**), the Third Receiver’s Report 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 and the Receiver’s Reports on the persons listed in Schedule **“G”** to the 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.
2. Upon *ex parte* application by the Receiver by letter in the form attached as Schedule **“A”** to this Order from the solicitors for the Receiver (the **“Letter”**), the Court may grant a vesting order, substantially in the form attached as Schedule **“B”** to this Order (the

“Vesting Order”), in order to effect the closing of any purchase contracts that the Receiver has or may enter into with any persons for the purchase of units in Condominium Plan 0915321 (a “Purchase Contract”) provided that:

- (a) the sale price pursuant to a Purchase Contract in respect of a unit in the Plan is in compliance with Schedule “4”, Column “F” of the Confidential Fourth Receiver’s Report;
  - (b) the unredacted Purchase Contract is filed under seal pursuant to the Third Sealing Order; and
  - (c) the Purchase Contract is filed in the within proceedings as part of the public record with redaction of the address, purchase price and deposit information (the “Redacted Purchase Contract”).
3. The Redacted Purchase Contract and the Vesting Order may be served in accordance with the Service Order to the persons listed on the Service List, as it may be amended from time to time, and such service shall constitute good and sufficient service of same.
4. This Order may be served in accordance with the Service Order to the persons listed on the Service List, as it may be amended from time to time, and such service shall constitute good and sufficient service of this Order.

  
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J.C.Q.B.A.

ENTERED this 28 day of October, 2010

  
\_\_\_\_\_  
Clerk of the Court



**SCHEDULE "A" TO THE CLOSING PROCESS ORDER  
LETTER**

**[Date, Month, Year]**

Honourable Justice  
Court of Queen's Bench of Alberta  
Calgary Courts Centre,  
601 - 5 Street SW,  
Calgary, AB T2P 5P7

Dear Sir or Madam:

**Re: Deloitte and Touche Inc. (the "Receiver"), Perera Shawnee Ltd. ("PSL") and Perera Development Corporation ("PDC", or when reference is being made to PSL and PDC collectively, the "Debtors")**

**Court of Queen's Bench (the "Court") Action No. 1001-03215 (the "Receivership Proceedings")**

We are the solicitors for the Receiver. The Receiver was appointed as receiver of the Debtors pursuant to an Order issued by the Honourable Madam Justice A. Kent on March 3, 2010 (the "**Receivership Order**").

On ●, 2010, the Honourable Madam Justice A. Kent issued in the Receivership Proceedings, a closing process order (the "**Closing Process Order**"). A copy of the Closing Process Order is enclosed with this correspondence.

On ●, 20●, the Receiver entered into a purchase contract (the "**Purchase Contract**") with ● (the "**Purchaser**") for the purchase of a unit in Condominium Plan 0915321 (the "**Plan**"). On ● the Receiver issued a closing notice to the Purchaser pursuant to the Purchase Contract setting ● as the closing date (the "**Closing Date**").

The Closing Process Order directs that, upon the receipt of this letter, on *ex parte* application by the Receiver, the Court may grant a vesting order that is substantially in the form attached as Schedule "**B**" to the Closing Process Order (the "**Vesting Order**"). We have enclosed a completed Vesting Order in respect of the Purchase Contract (the "**Enclosed Order**"), and we confirm that the Enclosed Order is substantially in the form as the Vesting Order. We hereby apply for the Enclosed Order in accordance with the direction contained in the Closing Process Order.

Yours Truly,

**[Receiver's counsel]**

**SCHEDULE "B" TO THE CLOSING PROCESS ORDER  
VESTING ORDER**

**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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)  
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**AT THE COURTHOUSE, IN THE CITY  
OF CALGARY, IN THE PROVINCE OF  
ALBERTA, ON ●, THE  
● DAY OF OCTOBER, 2010**

**VESTING ORDER**

**(Re: Purchase by ●, Legal Unit ●, Suite ● )**

**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 ●, sworn October ●, 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 ●, 2010 (the “Fifth Receiver’s Report”); **AND UPON** reading the Confidential Sixth Report of the Receiver, dated October ●, 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 the 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 and the Receiver’s Reports on the persons listed in Schedule “G” to the October 7 Motion and Schedule “●” 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. The sale contemplated by the purchase contract between PSL and ● (the “**Purchaser**”), dated ●, (the “**Purchase Contract**”) regarding the unit in Condominium Plan 0915321 (the “**Plan**”) legally described as follows:

Condominium Plan 0915321

Unit ●

And ● 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.

## CLOSING OF THE TRANSACTION

3. To close the Purchase Contract and convey title to the Unit to the Purchaser (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 Vesting Order.
4. 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.
5. The closing date for the Transaction shall be ●, 20●, or such other date as may be agreed upon by the Purchaser and the Receiver (the “**Closing Date**”). There shall be an adjustment, in accordance with section 6 of the Purchase Contract of, *inter alia*, taxes on the Closing Date.
6. Upon the delivery of a certified copy of this 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 +● 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 Vesting Order) include the encumbrances listed in Schedule “**A**” to this 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 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 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.

7. The Registrar shall perform the steps specified in paragraph 7 of this Vesting Order:

- (a) in the order specified in paragraph 7 of this 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**

8. Upon the Registrar issuing a certified copy of the New Title in accordance with paragraphs 7 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.

9. Upon the Registrar completing the steps identified in paragraphs 7 and 8 of this Vesting Order, the Registrar shall forthwith make available to the Purchaser’s Solicitors a certified copy of the New Title.

#### **AMENITIES HOLDBACK**

10. The Receiver shall deduct from all amounts paid by the Purchaser’s Solicitors to the Receiver’s Conveyancing Solicitors pursuant to the Purchase Contract (collectively, the “**Total Proceeds**”) the sum of \$● (the “**Amenities Holdback Amount**”), in accordance with section 14(5) of the *Condominium Property Act*, R.S.A. 2000, c. C-22.
11. 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**

12. 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, less 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 Vesting Order.

13. The Net Proceeds shall stand in the place and stead of the Unit and any holder of the Encumbrances (“**Encumbrancers**”) may assert their Claims against the Net Proceeds with the same right and priority that the Encumbrancers had 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.
14. 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.

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

15. All costs, fees and disbursements associated with the steps outlined in paragraph 7 of this 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.

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

16. This 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 Vesting Order. Service of this 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 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 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.

\_\_\_\_\_  
J.C.Q.B.A.

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

\_\_\_\_\_  
Clerk of the Court

**SCHEDULE "A" TO THE 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
091 368 709	07/12/2009	CONDOMINIUM PLAN
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT
091 372 552	10/12/2009	CHANGE OF DIRECTORS
091 372 553	10/12/2009	CHANGE OF BY-LAWS
101 157 679	28/05/2010	INSTRUMENT PHASED DEVELOPMENT DISCLOSURE STATEMENT

**SCHEDULE "B" TO THE 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.

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 075 230	15/03/2010	BUILDER'S LIEN LIENOR – JMMK PLUMBING & HEATING INC..
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
101 095 266	06/04/2010	BUILDER'S LIEN LIENOR – 1165767 ALBERTA LTD..
101 099 601	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..
101 100 635	09/04/2010	BUILDER'S LIEN LIENOR – FLASHINGS PLUS LTD..
101 210 310	15/07/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069174
101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072840

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 232 253	06/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075229
101 232 254	06/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101063343
101 235 115	09/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101085868
101 236 589	10/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101066488
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
101 246 799	19/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101099601
101 250 899	23/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067938
101 256 920	27/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067936
101 261 640	01/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101081785
101 269 084	09/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075230
101 269 130	09/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075236
101 269 242	09/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075235
101 281 039	21/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101088872
101 288 123	28/09/2010	CERTIFICATE OF LIS PENDENS BY – ON TRACK EXCAVATING LTD..
101 295 723	05/10/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101100273

**SCHEDULE "C" TO THE VESTING ORDER**

**CAPSC ENCUMBRANCES**

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



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

**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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**VESTING ORDER**

**(Re: Purchase by ●,  
Legal Unit ●, Suite ●)**

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**OSLER, HOSKIN & HARCOURT LLP**

TransCanada Tower  
450 - 1<sup>st</sup> Street, S.W. - Suite 2500,  
Calgary, Alberta T2P 5H1

Christa Nicholson  
Telephone: (403) 260-7025  
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File: 1121689

ACTION NO: 1001-03215

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IN THE COURT OF QUEEN'S BENCH  
OF ALBERTA  
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FIRST CALGARY SAVINGS & CREDIT  
UNION LTD.

Plaintiff

and

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

Defendants

AND BETWEEN:

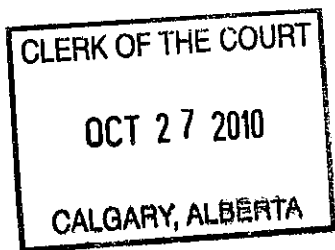
PERERA SHAWNEE LTD., DON L. PERERA  
and SHIRANIE M. PERERA

Plaintiffs by Counterclaim

and

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

Defendants by Counterclaim



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CLOSING PROCESS ORDER

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OSLER, HOSKIN & HARCOURT LLP

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