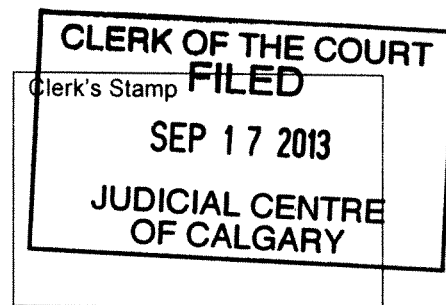


COURT FILE NUMBER 1201-12537
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



APPLICANTS **IN THE MATTER OF S. 47 OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. c-36, as amended**
AND IN THE MATTER OF THE BUSINESS CORPORATIONS ACT, R.S.A. 2000, c. B-9
AND IN THE MATTER OF HOMERUN CAPITAL CORP., HOMERUN EQUITIES INC., HOMERUN CAPITAL II CORP., HOMERUN EQUITIES II INC., HOMERUN INTERNATIONAL INC., HOMERUN PROPERTIES INC., HOMERUN SECURITIES INC., 1484106 ALBERTA LTD., 1496044 ALBERTA LTD., 1539149 ALBERTA LTD., and 1515997 ALBERTA LTD.

DOCUMENT **ORDER (Vesting Order)**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MCCARTHY TÉTRAULT LLP
Barristers & Solicitors
Suite 3300, 421-7th Avenue SW
Calgary, AB T2P 4K9
Attention: Walker W. MacLeod
Telephone: (403) 260-3710
Fax: (403) 260-3501
Email: wmacleod@mccarthy.ca

I hereby certify this to be a true copy of the original Order
Dated this 17th day of Sept/2013
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: September 17, 2013
LOCATION OF HEARING OR TRIAL: Calgary, Alberta
NAME OF MASTER/JUDGE WHO MADE THIS ORDER: Justice B.E.C. Romaine

UPON THE APPLICATION of Hardie & Kelly Inc. (the "Monitor"), in its capacity as court appointed monitor of Homerun Capital Corp., Homerun Equities Inc., Homerun Capital II Corp., Homerun Equities II Inc., Homerun International Inc., Homerun Securities Inc., 1484106 Alberta Ltd., 1496044 Alberta Ltd., 1539149 Alberta Ltd., and 1515997 Alberta Ltd. (collectively, the "Applicants") pursuant to the order issued by Justice R.G. Stevens in the within

proceedings on October 4, 2012, as subsequently amended and restated (collectively, the "**Initial Order**") under the *Companies' Creditor Arrangement Act* (Canada) (the "**CCAA**"); **AND UPON** having read the closing process order issued by Justice K. M. Eidsvik in the within proceedings on June 12, 2013 (the "**Closing Process Order**"); **AND UPON** hearing counsel for the Monitor;

IT IS HEREBY ORDERED AND DECLARED THAT:

Approval of the Sale

1. The sale contemplated by the purchase contract between Homerun Equities Inc., by Hardie & Kelly Inc., solely in its capacity as court appointed monitor of Homerun Equities Inc. and not in its personal or corporate capacity (the "**Vendor**") and Salena Perrotte and Justo Salamanca-Perez (collectively, the "**Purchaser**"), dated August 16, 2013 (the "**Purchase Contract**") regarding the unit(s) in Condominium Plan 1310855 (the "**Plan**") legally described as follows:

Condominium Plan 1310855
Unit 4
And 2519 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

2. To close the Purchase Contract and convey title to the Unit to the Purchaser (the "**Transaction**"), the Purchaser shall provide the Monitor 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.

3. 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 Monitor, Cameron Horne Law Offices (the "**Monitor's Conveyancing Solicitors**") and the Purchaser's Solicitors.

4. The closing date for the Transaction shall be the date as may be agreed upon by the Vendor and the Purchaser (the "**Closing Date**"). The Purchaser and the Vendor shall make

adjustments as required by the Purchase Contract on account of, *inter alia*, taxes and may agree to amendments to the Purchase Contract so long as such amendments to the Purchase Contract do not materially alter the Transaction.

5. 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 Monitor's Conveyancing Solicitors to do so, the Registrar shall:

- (a) cancel certificate of title number 131 073 410 +3 to the Unit (the "**Old Title**");
- (b) issue a new certificate of title to the Unit in the name of the Purchaser, as joint tenants, or his/her nominee, as joint tenants, (the "**New Title**") which shall (subject to paragraph 5(d) 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 "**Discharged Encumbrances**"); and,
- (d) register any encumbrances required by the Purchaser, or any other interests requested by the Purchaser, on the New Title.

6. The Register shall perform the various requirements in this Vesting Order:

- (a) in the order specified in paragraph 5 of this Vesting Order; and,
- (b) notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-4 (the "**LTA**").

Vesting of Title to the Unit

7. Upon the Registrar issuing a certified copy of the New Title in accordance with paragraphs 5 and 6 of this Vesting Order, all rights, title, interest, estate and equity of redemption of the Vendor, if any, and any persons claiming by, through or under the Vendor, 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 Initial 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.

8. Upon the Registrar completing the steps identified in paragraphs 5 and 6 of this Vesting Order, the Registrar shall forthwith make available to the Purchaser's Solicitors a certified copy of the New Title.

Holding of the Net Proceeds

9. The Monitor shall hold the total proceeds paid to it pursuant to the Purchase Contract, less closing costs including real estate commissions, taxes, conveyance costs of the Monitor, and other usual closing costs (the "**Net Proceeds**") pursuant to and in accordance with the terms of this Vesting Order.

10. 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 the Applicants.

11. The Monitor shall disburse the Net Proceeds as follows:

- (a) first, on account of professional charges and disbursements in accordance with the Initial Order;
- (b) second, to Terrapin Mortgage Investment Corp. ("**Terrapin**") on account of interim financing, if any, owing by the Vendor to Terrapin; and

- (c) third, to Terrapin on account of secured indebtedness owing by the Vendor to Terrapin.

12. The remaining balance of the Net Proceeds, after disbursement of the amounts indicated in paragraph 11 of this Order, shall be held by the Monitor pending further order of this Honourable Court.

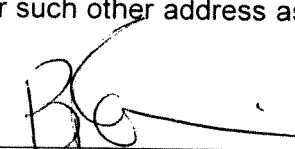
Fees Associated with the Issuance of the New Title

13. All costs, fees and disbursements associated with the steps outlined in paragraphs 5 and 6 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

14. 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 Monitor's Website at: <http://www.relieffromdebt.ca/index.php/Homerun-Group.html> 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 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 Monitor.



J.C.Q.B.A.

**SCHEDULE "A" TO THE VESTING ORDER
PERMITTED ENCUMBRANCES**

**REGISTRATION
NUMBER**

**DATE
(D/M/Y)**

PARTICULARS

**SCHEDULE "B" TO THE VESTING ORDER
DISCHARGED ENCUMBRANCES**

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
101 271 709	13/09/2010	MORTGAGE MORTGAGEE – TERRAPIN MORTGAGE INVESTMENT CORP. 2298, 1055 DUNSMUIR STREET PO BOX 49213 VANCOUVER BRITISH COLUMBIA V7X 1K8 ORIGINAL PRINCIPAL AMOUNT: \$1,351,000
101 271 710	13/09/2010	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR – TERRAPIN MORTGAGE INVESTMENT CORP. 2298, 1055 DUNSMUIR STREET PO BOX 49213 VANCOUVER BRITISH COLUMBIA V7X 1K8 AGENT – TERENCE G. LIDSTER
121 053 929	05/03/2012	CAVEAT RE: AMENDING AGREEMENT CAVEATOR – TERRAPIN MORTGAGE INVESTMENT CORP. 2298, 1055 DUNSMUIR STREET PO BOX 49213 VANCOUVER BRITISH COLUMBIA V7X 1K8 AGENT – TERENCE G. LIDSTER
121 247 908	21/09/2012	BUILDER'S LIEN LIENOR – PRO-FX SERVICES INC. 121, 8220 CENTRE STREET NORTH CALGARY ALBERTA T3K 1J7 AGENT – VALERIE SHIBLEY AMOUNT: \$25,051
121 249 297	24/09/2012	BUILDER'S LIEN LIENOR – BLACKSTONE SLINGER INC. C/O MABBOTT & COMPANY 5, 201 GRAND BLVD COCHRANE ALBERTA T4C 2G4 AGENT – FRANK EVANS AMOUNT: \$2,180

121 257 642	03/10/2012	MORTGAGE MORTGAGEE – HOMERUN CAPITAL CORP. 105, 4715 13 ST NE CALGARY ALBERTA T2E 6M3 ORIGINAL PRINCIPAL AMOUNT: \$15,000,000
121 294 297	08/11/2012	BUILDER'S LIEN LIENOR – BYRON'S PLUMBING LTD. 3639 MANCHESTER ROAD SE CALGARY ALBERTA T2G 3Z7 AGENT – WAYNE MCNEELY AMOUNT: \$27,006
131 062 197	15/03/2013	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 121249297
131 103 632	06/05/2013	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 121294297