



Clerk's stamp:

COURT FILE NUMBER: 1001-03215

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE OF CALGARY

PLAINTIFFS: FIRST CALGARY SAVINGS & CREDIT UNION
LTD.

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

PLAINTIFFS BY COUNTERCLAIM PERERA SHAWNEE LTD., DON L. PERERA and
SHIRANIE M. PERERA

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

DOCUMENT: **SIXTY-NINTH REPORT OF THE COURT APPOINTED RECEIVER
OF PERERA SHAWNEE LTD. AND PERERA DEVELOPMENT
CORPORATION, DATED SEPTEMBER 25, 2013.**

OSLER, HOSKIN & HARCOURT LLP

Barristers & Solicitors

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Calgary, AB T2P 5H1

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File Number: 1121689

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SCHEDULE 1	Copy of the Presale Vesting Order – Unit 203
SCHEDULE 2	Copy of the Amended and Restated Presale Vesting Order – Unit 306
SCHEDULE 3	Copy of the Presale Vesting Order – Unit 508
SCHEDULE 4	Copy of the Unit 203 Purchase Contract – Redacted
SCHEDULE 5	Copy of the title search for Unit 203
SCHEDULE 6	Copy of the Condominium Additional Plan Sheet Certificate
SCHEDULE 7	Copy of the Unit 306 Purchase Contract - Redacted
SCHEDULE 8	Copy of the title search for Unit 306
SCHEDULE 9	Copy of the Unit 508 Purchase Contract - Redacted
SCHEDULE 10	Copy of the title search for Unit 508
SCHEDULE 11	Copy of Receiver's <i>ex parte</i> application made by letter dated September 25, 2013 (excluding attachments)

INTRODUCTION

1. On March 3, 2010, Deloitte Restructuring Inc., formerly Deloitte & Touche Inc., was appointed by the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), as receiver and manager (the "**Receiver**"), without security, of all the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof of Perera Shawnee Ltd. ("**PSL**") and Perera Development Corporation ("**PDC**") (PSL and PDC are collectively referred to as "**Perera**" or "**PSL**") (the "**Receivership Order**") in Action No. 1001-03215 (the "**Receivership Proceedings**"). The Receivership Order was amended and restated on January 31, 2011.
2. Perera is a condominium real estate developer which has assets that consist of a three phase condominium real estate project located at 30 Shawnee Hill SW, Calgary, Alberta known as the "Highbury" (the "**Project**").
3. There are 70 units in Phase One of the Project: 55 of which have been sold and conveyed to purchasers (the "**Sold Units**"); of the remaining 15 units, 9 were subject to purchase contracts entered into prior to the Receivership Proceedings by PSL and various purchasers and Vesting Orders (the "**Presale Units**"); and 6 were unsold (the "**Unsold Units**") at the date of the Receivership Proceedings. Closing notices were issued to most of the purchasers of the Presale Units, however the associated closing dates in respect of those units have passed.
4. Three of the Presale Units, namely "**Unit 203**", "**Unit 306**" and "**Unit 508**" were the subject of a presale purchase contracts (collectively, the "**Presale Purchase Contracts**") between PSL and Alex Pimentel and Adriana Pimentel for Unit 203, Marivic Protacio for

Unit 306, and Donald Robertson for Unit 508 (the “**Initial Purchasers**”). On November 29, 2010 an amended and restated vesting order was granted for Unit 203, and on November 9, 2010 vesting orders were granted for Unit 306 and for Unit 508 (the “**Presale Vesting Orders**”) allowing for, among other things, the Receiver to convey Unit 203, Unit 306 and Unit 508 to the Initial Purchasers and to discharge any and all of the encumbrances that were registered on title, other than those that were permitted. A copy of the Unit 203, Unit 306, and Unit 508 Presale Vesting Orders are attached as **Schedule “1”, Schedule “2” and Schedule “3”**.

5. Closing notices were issued to the Initial Purchasers. The closing date for the sale of Unit 203 to Alex Pimentel and Adriana Pimentel was set for December 8, 2010. The closing date for Unit 306 to Marivic Protacio was originally set for August 31, 2010 and later amended to November 15, 2010. The closing date for the sale of Unit 508 to Donald Robertson was originally set for September 2, 2010 and later amended to November 17, 2010. The Initial Purchasers of Unit 203, Unit 306 and Unit 508 failed to close the purchase transaction on their respective closing dates.
6. In the event that the Initial Purchasers did not close their respective Presale Purchase Contracts, the Presale Vesting Orders empowered and authorized the Receiver to, among other things, sell and convey the unit to a third party. The Initial Purchasers did not close on their respective Presale Purchase Contracts. The Receiver sought from the Court a revised closing process which would allow the Presale Units, including Unit 203, Unit 306, and Unit 508 and the Unsold Units, to be conveyed to new purchasers, and to begin actively marketing these units for sale.

7. On November 29, 2010, an Amended and Restated Closing Process Order (the “**Amended and Restated Closing Process Order**”) was granted. Among other things, the Amended and Restated Closing Process Order permits the Receiver to make an *ex parte* application whereby the Court may grant a vesting 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 Phase One of the Project, provided that:
- (a) the sale price of each unit is in compliance with Schedule “4”, Column “F” of the Confidential Fourth Receiver’s Report dated October 7, 2010 (the “**Confidential Fourth Report**”);
 - (b) an unredacted purchase contract is filed under seal pursuant to the Third Sealing Order granted October 29, 2010;
 - (c) a redacted purchase contract is filed with the purchaser’s address redacted; and
 - (d) the certificate of title to the unit is in the same state as on the date the Amended and Restated Closing Process Order was granted, except for New Builder’s Registrations (as defined in the Amended and Restated Closing Process Order), in which case, notice must be provided to those lien holders.
8. After the Amended and Restated Closing Process Order was granted, the Receiver actively marketed Unit 203, Unit 508 and Unit 306 for sale. Unit 203, Unit 306 and Unit 508 became subject to new purchase contracts on August 13, 2013.

NOTICE TO READER

9. This report constitutes the Sixty-Ninth Report of the Receiver (the “**Report**”).

PURPOSE OF REPORT

10. The purpose of this Report is to:

- (a) disclose to the Court the conditional sales of Unit 203, Unit 306 and Unit 508 and to obtain its approval of same; and
- (b) request from the Court new vesting orders in respect of Unit 203, Unit 306 and Unit 508 pursuant to the Amended and Restated Closing Process Order so that the Receiver may convey Unit 203, Unit 306, and Unit 508 to the new purchasers, free and clear of all encumbrances, other than permitted encumbrances.

SALE OF UNIT 203

- 11. On August 13, 2013, the Receiver entered into a conditional purchase contract with Leszek Makolewski and Alicja Makolewska (the “**Unit 203 Purchasers**”) in respect of Unit 203 (the “**Unit 203 Purchase Contract**”).
- 12. Schedule “1” to the Unit 203 Purchase Contract (the “**Unit 203 Schedule**”) provides for the sale of an unspecified, individually titled parking unit which is not included in the total purchase price for Unit 203. At this time, it is uncertain which individually titled parking unit (the “**Parking Stall**”) will be conveyed to the Unit 203 Purchasers. The portion of the purchase price of the Parking Stall will be held back (the “**Unit 203 Parking Holdback**”) by counsel for the Unit 203 Purchasers. The Parking Holdback will be released to the Receiver upon completion of the Parking Stall and once the Receiver conveys the Parking Stall to the Unit 203 Purchasers, free and clear of all encumbrances, other than permitted encumbrances.

13. The Unit 203 Schedule does not stipulate a time frame for the Receiver to make the Parking Stall available for possession. The Receiver may provide reasonable updates to the Unit 203 Purchasers as to the status of the Parking Stall or otherwise discuss the return of the Unit 203 Parking Holdback as a remedy if the Parking Stall cannot be conveyed to the Unit 203 Purchaser.
14. A copy of the Unit 203 Purchase Contract (excluding the schedules thereto), with the Unit 203 Purchasers' address redacted, is attached to this Report as **Schedule "4"**. An unredacted copy of the Unit 203 Purchase Contract (excluding the schedules thereto) is included with the Confidential Seventieth Report of the Receiver dated September 25, 2013 as **Schedule "1"**.
15. The closing date for the Unit 203 Purchase Contract was originally set for November 6, 2013, as specified in the Unit 203 Purchase Contract and later amended to September 30, 2013, as specified in the amendment to the Unit 203 Purchase Contract (the "**Unit 203 Closing Date**").
16. The Unit 203 Purchase Contract is subject to the satisfaction of the following condition precedent on or before the Unit 203 Closing Date:
 - (a) The issuance of an Order of the Court authorizing the Receiver to enter into the Unit 203 Purchase Contract and approve the transfer of Unit 203 to the Unit 203 Purchasers free and clear of all encumbrances, other than permitted encumbrances.
17. The purchase price for Unit 203 (as set out in the Unit 203 Purchase Contract) is, in the opinion of the Receiver, commercially reasonable. Further, the Receiver confirms that

the purchase price for Unit 203 is in compliance with Schedule “4”, Column “F” of the Confidential Fourth Report.

18. As at September 25, 2013, the title to Unit 203, attached hereto as **Schedule “5”**, and the Condominium Additional Plan Sheet Certificate, which forms part of the title to Unit 203, and attached hereto as **Schedule “6”**, is in the same state as it was on the date that the Amended and Restated Closing Process Order was granted (except for discharges and a builders’ lien that was registered against the title as Instrument No. 101 350 204 that ceased to exist and was cancelled by the Land Titles Office on June 21, 2011 at the Receiver’s request).
19. First Calgary Savings & Credit Union, as first secured creditor of Perera, has no objection to this sale.

SALE OF UNIT 306

20. On August 13, 2013, the Receiver entered into a conditional purchase contract with Leonard Krause and Krystyna Krause (the “**Unit 306 Purchasers**”) in respect of Unit 306 (the “**Unit 306 Purchase Contract**”).
21. A copy of the Unit 306 Purchase Contract (excluding the schedules thereto), with the Unit 306 Purchasers’ address redacted, is attached to this Report as **Schedule “7”**. An unredacted copy of the Unit 306 Purchase Contract (excluding the schedules thereto) is included in the Confidential Seventieth Report of the Receiver dated September 25, 2013 as **Schedule “2”**.
22. The closing date for the Unit 306 Purchase Contract is set for November 6, 2013 (the “**Unit 306 Closing Date**”).

23. The Unit 306 Purchase Contract is subject to the satisfaction of the following condition precedent on or before the Unit 306 Closing Date:
 - (a) The issuance of an Order of the Court authorizing the Receiver to enter into the Unit 306 Purchase Contract and approve the transfer of Unit 306 to the Unit 306 Purchasers free and clear of all encumbrances, other than permitted encumbrances.
24. The purchase price for Unit 306 (as set out in the Unit 306 Purchase Contract) is, in the opinion of the Receiver, commercially reasonable. Further, the Receiver confirms that the purchase price for Unit 306 is in compliance with Schedule "4", Column "F" of the Confidential Fourth Report.
25. As at September 25, 2013, the title to Unit 306, attached hereto as **Schedule "8"**, and the Condominium Additional Plan Sheet Certificate, which forms part of the title to Unit 306, and attached hereto as **Schedule "6"**, is in the same state as it was on the date that the Amended and Restated Closing Process Order was granted (except for discharges and a builders' lien that was registered against the title as Instrument No. 101 350 204 that ceased to exist and was cancelled by the Land Titles Office on June 21, 2011 at the Receiver's request).
26. First Calgary Savings & Credit Union, as first secured creditor of Perera, has no objection to this sale.

SALE OF UNIT 508

27. On August 13, 2013, the Receiver entered into a conditional purchase contract with Jorge Mario Alvarez (the “**Unit 508 Purchaser**”) in respect of Unit 508 (the “**Unit 508 Purchase Contract**”).
28. Schedule “1” to the Unit 508 Purchase Contract (the “**Unit 508 Schedule**”) provides for the sale of an unspecified, individually titled parking unit which is included in the total purchase price for Unit 508. At this time, it is uncertain which individually titled parking unit (the “**Parking Stall**”) will be conveyed to the Unit 508 Purchaser. The portion of the purchase price relating to the Parking Stall will be held back (the “**Unit 508 Parking Holdback**”) by counsel for the Unit 508 Purchaser. The Parking Holdback will be released to the Receiver upon completion of the Parking Stall and once the Receiver conveys the Parking Stall to the Unit 508 Purchaser, free and clear of all encumbrances, other than permitted encumbrances.
29. The Unit 508 Schedule stipulates that a reasonable time frame for the Receiver to make the Parking Stall available for possession is on December 11, 2013. The Receiver may provide reasonable updates to the Unit 508 Purchasers as to the status of the Parking Stall or otherwise discuss the return of the Unit 508 Parking Holdback as a remedy if the Parking Stall cannot be conveyed in the time period contemplated in the Unit 508 Schedule.
30. A copy of the Unit 508 Purchase Contract (excluding the schedules thereto), with the Unit 508 Purchaser’s address redacted, is attached to this Report as **Schedule “9”**. An unredacted copy of the Unit 508 Purchase Contract (excluding the schedules thereto) is

included in the Confidential Seventieth Report of the Receiver dated September 25, 2013 as **Schedule “3”**.

31. The closing date for the Unit 508 Purchase Contract was originally set for October 24, 2013, as specified in the Unit 508 Purchase Contract, and later amended to October 16, 2013, as specified in the amendment to the Unit 508 Purchase Contract (the “**Unit 508 Closing Date**”).
32. The Unit 508 Purchase Contract is subject to the satisfaction of the following condition precedent on or before the Unit 508 Closing Date:
 - (a) The issuance of an Order of the Court authorizing the Receiver to enter into the Unit 508 Purchase Contract and approve the transfer of Unit 508 to the Unit 508 Purchaser free and clear of all encumbrances, other than permitted encumbrances.
33. The purchase price for Unit 508 (as set out in the Unit 508 Purchase Contract) is, in the opinion of the Receiver, commercially reasonable. Further, the Receiver confirms that the purchase price for Unit 508 is in compliance with Schedule “4”, Column “**F**” of the Confidential Fourth Report.
34. As at September 25, 2013, the title to Unit 508, attached hereto as **Schedule “10”**, and the Condominium Additional Plan Sheet Certificate, which forms part of the title to Unit 508, and attached hereto as **Schedule “6”**, is in the same state as it was on the date that the Amended and Restated Closing Process Order was granted (except for discharges and a builders’ lien that was registered against the title as Instrument No. 101 350 204 that ceased to exist and was cancelled by the Land Titles Office on June 21, 2011 at the Receiver’s request).

35. First Calgary Savings & Credit Union, as first secured creditor of Perera, has no objection to this sale.
36. Accordingly, by *ex parte* application, the Receiver seeks the Court's approval of the sales of Unit 203, Unit 306 and Unit 508 as well as a vesting order in respect of same in the form provided for and all pursuant to the Amended and Restated Closing Process Order in respect thereof.
37. The schedules to the Unit 203 Purchase Contract, the Unit 306 Purchase Contract, and Unit 508 Purchase Contract are the same as the schedules to the Unit 601 Purchase Contract, as described in paragraphs 18-21 of the Fifteenth Report of the Receiver dated July 6, 2011.

CONCLUSION

38. The Receiver respectfully requests that the Court grant the relief set out in the Receiver's *ex parte* application made by letter dated September 25, 2013, a copy of which (excluding attachments) is attached hereto as **Schedule "11"**.

DELOITTE RESTRUCTURING INC.

In its capacity as Court Appointed Receiver and
Manager of Perera Shawnee Ltd. and Perera
Development Corporation and not in its
personal capacity

Per:

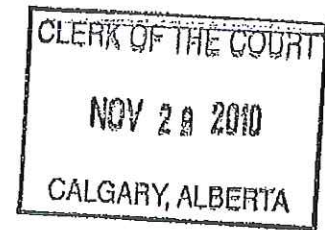


Jeff Keeble, CA • CIRP, CBV
Senior Vice President

SCHEDULE "1"

I hereby certify this to be a true copy of
the original order
Dated this 29 day of Nov 2010
for Clerk of the Court

Clerk's stamp:



COURT FILE NUMBER: 1001-03215

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE OF CALGARY

PLAINTIFF: FIRST CALGARY SAVINGS & CREDIT UNION
LTD.

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

PLAINTIFFS BY COUNTERCLAIM PERERA SHAWNEE LTD., DON L. PERERA and
SHIRANIE M. PERERA

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

DOCUMENT: VESTING ORDER

(Re: Purchase by Pimental of Legal Unit 22)

OSLER, HOSKIN & HARCOURT LLP

Barristers & Solicitors
Suite 2500, 450 – 1st Street SW
Calgary, AB T2P 5H1
Solicitor: Christa Nicholson
Telephone: (403) 260-7025
Facsimile: (403) 260-7024
File Number: 1121689

DATE ON WHICH ORDER WAS PRONOUNCED: Monday, November 29, 2010

NAME OF JUDGE WHO MADE THIS ORDER: Honourable Madam Justice Strekaf

VESTING ORDER

(Re: Purchase by Pimental of Legal Unit 22)

UPON the application filed November 24, 2010 (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 Maureen Pohl, sworn November 26, 2010 (the "**Affidavit of Service**"); **AND UPON** noting that concurrent with the granting of this Order the PSL Closing Process Order granted by Justice Stevens on August 13, 2010 (the "**PSL Closing Process Order**") was vacated by order of Madam Justice Strekaf on November 29, 2010; **AND UPON** reading the Confidential Second Report of the Receiver dated August 11, 2010 (the "**Confidential Second Receiver's Report**"); **AND UPON** reading the Tenth Report of the Receiver dated November 24, 2010 (the "**Tenth Receiver's Report**"); **AND UPON** reference being made to any other materials filed by the Receiver; **AND UPON** hearing from counsel for the Receiver; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the Application and the Tenth Receiver's Report is abridged if necessary, the Application is properly returnable today, service of the Application and the Tenth Receiver's Report on the persons listed in Schedule "A" to the Application (the "**Service List**") in the manner described in the Affidavit of Service is good and sufficient and no persons other than the persons on the Service List are entitled to notice of the Application or service of the Tenth Receiver's Report.

APPROVAL OF THE SALE

2. Without prejudice to any of the rights of Alex and Adriana Pimental (the "**Purchaser**") as provided for in paragraph 19(d)(ii) of this Vesting Order, the sale contemplated by the purchase contract between PSL and the Purchaser, dated May 29, 2007, (the "**Purchase Contract**") regarding the unit in Condominium Plan 0915321 (the "**Plan**") legally described as follows:

Condominium Plan 0915321
Unit 22
And 24 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 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 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 December 8, 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 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 +21 to the Unit;
 - (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 include only 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**"); and
 - (d) register a discharge, as it pertains to the 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**").
8. 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

9. 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.

10. Upon the Registrar completing the steps identified in paragraphs 7 and 8 of this 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 \$2,592.00 (the “**Amenities Holdback Amount**”), in accordance with section 14(5) of the *CPA*.
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 Vesting Order.
15. 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.
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.

FEEs ASSOCIATED WITH THE ISSUANCE OF THE NEW TITLE

17. 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.

FAILURE TO CLOSE ON THE CLOSING DATE

18. This 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 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.

TENTH RECEIVER'S REPORT

21. The non-objection by parties to the use of and reliance by the Receiver on the Tenth Receiver's Report on this Application is without prejudice to anyone's ability to assert or claim in the future that the Receiver's evidence must be filed in affidavit form, rather than in the form of a report.

SERVICE OF THIS ORDER

22. 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/insolvencyandrestructuringproceedings/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. B.A.

SCHEDULE "A" TO THE VESTING ORDER
PERMITTED ENCUMBRANCES AS TO THE CONDOMINIUM UNIT

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OF 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
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT

**PERMITTED ENCUMBRANCES AS TO THE CONDOMINIUM ADDITIONAL PLAN
SHEET CERTIFICATE FOR CONDOMINIUM CORPORATION NO. 0915321**

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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 AS TO THE CONDOMINIUM UNIT

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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..

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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
101 099 162	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
101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072840
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

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
101 243 401	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101099162
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
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

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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.
101 067 937	08/03/2010	BUILDER'S LIEN LIENOR - FIRST CHOICE POST CONSTRUCTION CLEANING.
101 067 938	08/03/2010	BUILDER'S LIEN LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA) LTD..
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..
101 072 838	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..
101 073 253	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
101 075 229	15/03/2010	BUILDER'S LIEN LIENOR - 1412705 ALBERTA LIMITED.
101 075 230	15/03/2010	BUILDER'S LIEN LIENOR - JMMK PLUMBING & HEATING INC..

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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..
101 076 432	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES.
101 081 785	22/03/2010	BUILDER'S LIEN LIENOR - CANNEX CONTRACTING 2000 INC..
101 083 554	23/03/2010	BUILDER'S LIEN LIENOR - GREAT SHADES LTD..
101 083 849	23/03/2010	BUILDER'S LIEN LIENOR - COONEY'S TRUCKING LTD..
101 085 868	24/03/2010	BUILDER'S LIEN LIENOR - NORDSTAR KITCHENS LTD..
101 088 800	26/03/2010	BUILDER'S LIEN LIENOR - MACS LANDSCAPING & CONCRETE.
101 088 872	26/03/2010	BUILDER'S LIEN LIENOR - DOMENICO FANELLI
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.
101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101070642
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
101 256 920	27/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067936
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
101 281 854	22/09/2010	BUILDER'S LIEN LIENOR - ALUMA SYSTEMS INC..

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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

SCHEDULE "2"

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

)
)
)
)

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

AMENDED AND RESTATED VESTING ORDER
(Re: Purchase by Protacio of Legal Unit 33, Suite 306)

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 27th, 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 26th, 2010 (the "Fifth Receiver's Report"); AND UPON reading the Confidential Sixth Report of the Receiver, dated October 26th, 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 Marivic Protacio (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 20,

2007, (the "**Purchase Contract**") regarding [^]the unit in Condominium Plan 0915321 (the "**Plan**") [^]legally described as follows:

Condominium Plan 0915321
Unit 33
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**")₂ and the Purchaser's Solicitors.

6. The closing date for the Transaction shall be November 15, 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 +32 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[^] 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.

^

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[^].
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. [^]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.
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.

FEES 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.

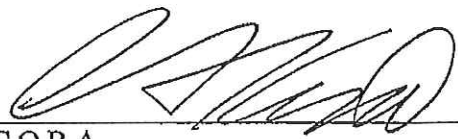
SERVICE OF THIS ORDER

- 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/insolvencyandrestructuringproceedings/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.


J.C.Q.B.A.

ENTERED this _____ day of _____, 2010

Clerk of the Court

SCHEDULE "A" TO THE AMENDED AND RESTATED VESTING ORDER

PERMITTED ENCUMBRANCES

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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 RESTATED VESTING ORDER

LISTED ENCUMBRANCES

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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.
101 062 573	03/03/2010	BUILDER'S LIEN LIENOR - PRECISION ALUMINUM MANUFACTURING INC..
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..

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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..
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
101 099 539	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>

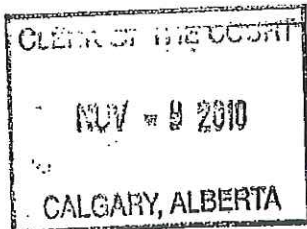
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
<u>101 235 115</u>	<u>09/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101085868</u>
<u>101 236 589</u>	<u>10/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101066488</u>
<u>101 244 684</u>	<u>17/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101099539</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

<u>REGISTRATION NUMBER</u>	<u>DATE (D/M/Y)</u>	<u>PARTICULARS</u>
<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 & 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 & 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</u> <u>LIENOR - ALUMA SYSTEMS INC..</u>
<u>101 283 672</u>	<u>23/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101089785</u>
<u>101 283 673</u>	<u>23/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101281854</u>
<u>101 284 888</u>	<u>24/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101090065</u>



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

**AMENDED AND RESTATED VESTING
ORDER**

(Re: Purchase by Protacio of Legal Unit 33,
Suite 306)

OSLER, HOSKIN & HARCOURT LLP

TransCanada Tower
450 - 1st Street, S.W. - Suite 2500,
Calgary, Alberta T2P 5H1
Christa Nicholson
Telephone: (403) 260-7025
Facsimile: (403) 260-7024
File: 1112189

I hereby certify this to be a true copy of

the original

Dated this 13 day of August 2010

for Clerk of the Court

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

BEFORE THE HONOURABLE
JUSTICE R.G. STEVENS
IN CHAMBERS

)
)
)
)

AT THE COURTHOUSE, IN THE CITY
OF CALGARY, IN THE PROVINCE OF
ALBERTA, ON FRIDAY, THE 13th
DAY OF AUGUST, 2010

VESTING ORDER

(Re: Purchase by D. Robertson)

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 Krista Collins, sworn August 12, 2010 (the "Affidavit 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 Report of the Receiver, dated August 11, 2010 (the "Confidential Receiver's Report"); 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 July 30, 2010 (the "**Motion**") and the First Receiver's Report is abridged if necessary, the Motion is properly returnable today, service of the Motion and the First Receiver's Report on the persons listed in Schedule "**D**" to the Motion (collectively, the "**Service List**") in the manner described in the Affidavit of Service is good and sufficient and no persons other than the persons on the Service List are entitled to notice of the Motion or service of the First Receiver's Report.

APPROVAL OF THE SALE

2. Without prejudice to any of the rights of Donald Robertson (the "**Purchaser**") as provided for in paragraph 19(d)(ii) of this Vesting Order, the sale contemplated by the purchase contract between PSL and the Purchaser, dated May 29, 2010, (the "**Purchase Contract**") regarding a unit in Condominium Plan 0915321 (the "**Plan**") for the Purchase Price (as that term is defined in the Purchase Contract) and legally described as follows, is hereby approved:

Condominium Plan 0915321
Unit 51
And 26 undivided one ten thousandth shares in the
common property
Excepting thereout all mines and minerals

(the "**Unit**").

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 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 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 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 solicitors for the Receiver (the "**Receiver's Solicitors**") and the Purchaser's Solicitors.
6. The closing date for the Transaction shall be September 2, 2010, or such other date as may be agreed upon by the Purchaser and the Receiver (the "**Closing Date**"). The Closing Date may be delayed pursuant to and in accordance with Article 5 of the Purchase Contract. There shall be an adjustment of taxes on the Closing Date.
7. 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 Solicitors to do so, the Registrar shall:
 - (a) cancel certificate of title number 091 368 709 +50 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(e) and 7(f) of this Vesting Order) include only 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**");
 - (d) discharge any and all encumbrances registered on the New Title on or after July 19, 2010 (collectively, the "**Subsequent Encumbrances**" or, when reference is being made to the Listed Encumbrances and the Subsequent Encumbrances collectively, the "**Discharged Encumbrances**");
 - (e) register a copy of this Vesting Order on the New Title; and

- (f) 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 Vesting Order:
- (a) in the order specified in paragraph 7 of this Vesting Order; and,
 - (b) notwithstanding the requirements of section 191 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 paragraph 7(b) 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.

TRANSFER OF MC LLP DEPOSIT FUNDS

10. Upon the Register completing the steps identified in paragraph 7 of this Vesting Order, the Register shall forthwith make available to the Receiver's Solicitors a certified copy of the New Title.
11. Upon receipt of a certified copy of the New Title from the Receiver's Solicitors, the law firm of McLeod and Company LLP ("MC LLP") (Attention: Robin Lockhurst) shall

forthwith, and in any event within three days of receipt of the certified copy of the New Title from the Receiver's Solicitors, provide the Receiver's 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 Solicitors pursuant to the Purchase Contract (collectively, the "**Total Proceeds**") the sum of \$2,808.00 (the "**Amenities Holdback Amount**"), in accordance with section 14(5) of the *Condominium Property Act*, R.S.A. 2000, c C - 22.
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 (the "**Net Proceeds**") pursuant to and in accordance with the terms of this Vesting Order.
15. Upon the vesting of title to the Unit in the Purchaser pursuant to and in accordance with paragraph 9 of this Vesting Order, the Net Proceeds shall stand in the place and stead of the Unit and all of the Encumbrances shall attach to the Net Proceeds with the same priority that the Encumbrances had to 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.

FEES ASSOCIATED WITH THE ISSUANCE OF THE NEW TITLE

17. 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.

FAILURE TO CLOSE ON THE CLOSING DATE

18. This 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 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 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. 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 Vesting Order shall be served on the Purchaser or on the person identified as counsel for the Purchaser on the Service List (the "**Purchaser's Counsel of Record**"), and no other persons are entitled to be served with a copy of this Vesting Order. Service of this Vesting Order 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.

ENCUMBRANCES REGISTERED ON OR AFTER JULY 19, 2010

- 22. On the day before the Closing Date, the Receiver shall obtain a copy of the Old Title and identify any persons who have registered Subsequent Encumbrances (collectively, the

"Subsequent Registrants"). The Receiver shall contact each of the Subsequent Registrants and:

- (a) advise each of the Subsequent Registrants of the Receivership Order;
- (b) provide each of the Subsequent Registrants with a copy of this Order; and
- (c) add each of the Subsequent Registrants to the Service List.



J.C.Q.B.A.

ENTERED this B day of August, 2010



Clerk of the Court



SCHEDULE "A" TO THE VESTING ORDER

PERMITTED ENCUMBRANCES

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT

SCHEDULE "B" TO THE VESTING ORDER

LISTED ENCUMBRANCES

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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..
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101 072 839	11/03/2010	BUILDER'S LIEN LIENOR - UNITED RENTALS OF CANADA, INC..
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101 075 229	15/03/2010	BUILDER'S LIEN LIENOR - 1412705 ALBERTA LIMITED.

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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..
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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
101 099 050	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

ACTION NO: 1001-03215

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

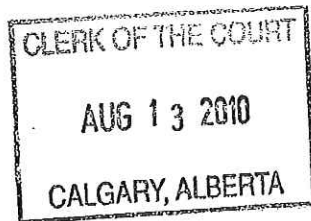
**FIRST CALGARY SAVINGS & CREDIT
UNION LTD.**

PLAINTIFF

and

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

DEFENDANTS



**VESTING ORDER
(Re: Purchase by D. Robertson)**

OSLER, HOSKIN & HARCOURT LLP
TransCanada Tower
450 - 1st Street, S.W. - Suite 2500,
Calgary, Alberta T2P 5H1

Christa Nicholson/Walker W. MacLeod
Telephone: (403) 260-7043
Facsimile: (403) 260-7024
File: 1112189

SCHEDULE "4"

10 Shawnee Hill S.W. in Calgary, Alberta.

OR

Legal Unit Number

(Townhome Number _____)

146 Shawnee Gate, S.W. in Calgary, Alberta

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN 10 DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE PARTIES TO IT.

www.fishbase.org

DELOITTE & TOUCHE INC., now Deloitte Restructuring Inc. *J*
in its capacity as Court-appointed receiver and manager of Perera
Shawnee Ltd. ("PSL"), and not in its personal capacity

(the "Vendor")

-and-

Leszek Makolewski Alicja Makolewska
(full name for title registration purposes)



403654347 7197082
(home number) (work number) (fax number)

Alicja563@yahoo.ca
(e-mail address)

(the "Purchaser")

1. The Purchase

1.1 The Purchaser offers to purchase, from the Vendor, the Condominium Unit (as hereinafter defined) for the total price of \$ 240,000 (the "Purchase Price") and more particularly described as follows: 245,000 AM L.M. *J*

(a) Unit Number 22 Part 1 of 3 (Suite Number 203), Parking Unit Number 22 Part 2 of 3, and Storage Unit Number 22 Part 3 of 3 in Condominium Plan 0915321 (the "Condominium Plan") being constructed at 10 Shawnee Hill S.W. in Calgary, Alberta (Parts 1, 2, 3 are hereinafter collectively referred to as the "Suite"). A copy of the Condominium Plan, which was registered at the Land Titles Office (Alberta) (the "LTO") on December 7, 2009, is included in Schedule "A" to this Offer to Purchase; and

(b) The shares in the common property allocated to the purchaser's Suite, excepting thereout all mines and minerals (the "Unit Factor").

1.2 The Suite and the Unit Factor are collectively hereinafter referred to as the "Condominium Unit".

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www.mls.ca

1.3 This Offer to Purchase shall be open for acceptance by the Vendor until 4:30 pm

August 8, 2013 (the "Deadline").

1.4 In the event that the Vendor accepts this Offer to Purchase prior to the Deadline, the Purchaser shall be obligated to purchase the Condominium Unit from the Vendor in accordance with the terms and conditions set out herein.

1.5 In the event that the Vendor does not accept this Offer to Purchase prior to the Deadline, this Offer to Purchase shall be null, void and of no force or effect.

2. Payment

2.1 The Purchase Price is more completely described as follows:

(a) Purchase Price for the Suite (not including GST) \$ 228,000 ~~232,750~~ ^{233,333.33} AM LM J

(b) Additional Parking Stall Unit No. 0 \$ 0
(Legal Unit No. 0, if applicable)

(c) Additional Storage Locker Unit No. 0 \$ 0 ^{233,333.33} AM LM J

TOTAL PURCHASE PRICE (not including GST) + 228,000 ~~232,750~~ ^{233,333.33} AM LM J

(d) Plus 5% GST 12,000 ~~12,250~~ ^{11,666.67} AM LM J

TOTAL PURCHASE PRICE (including GST) \$ 240,000 ~~245,000~~ ^{245,000} AM LM J

(e) Less Purchaser's Deposit (as hereinafter defined) \$ 10,000 ~~15,000~~ ^{15,000} AM LM J

BALANCE DUE ON CLOSING \$ 230,000 ~~230,000~~ ^{230,000} AM LM J

3. Deposit

3.1 The Purchaser shall pay a deposit of \$ 15,000 ~~10,000~~ ^{15,000} (the "Purchaser's Deposit") to the Vendor upon the presentation of this Offer to Purchase to the Vendor.



3.2 The Purchaser's Deposit, will be promptly returned to the Purchaser without interest if and only if:

www.supac3.org/2000/01/01/

- (a) The Vendor does not accept this Offer to Purchase by the Deadline;
- (b) The Purchaser cancels the Agreement in writing within 10 days of receiving the documents required to be delivered to the Purchaser under section 12 and 13 of the *Condominium Property Act*, R.S.A. 2000, c. C-22 (the "Act"); or
- (c) The Agreement is rescinded, cancelled or terminated in accordance with Articles 5.2 or 25.1.

- 3.3 Except as expressly outlined in this Agreement, the Purchaser's Deposit is non-refundable.
- 3.4 If Vendor returns the Purchaser's Deposit in accordance with the terms of this Agreement, neither the Purchaser nor the Vendor have any further recourse under this Agreement.
- 3.5 The Purchaser's Deposit will be held pursuant to the terms of this Agreement and section 14 of the Act.
- 3.6 Any interest earned upon funds held in trust pursuant to this Agreement shall accrue to the Vendor.
- 3.7 The Purchase Price includes the items, options or extras presently installed in the Condominium Unit. It is understood and agreed that the Vendor will not make any modification or supply any other item, option or extra to the Condominium Unit.

4. Closing, Conveyance and Mortgage Financing

- 4.1 The closing date for the purchase of the Condominium Unit shall be November 6, 2013 (the "Closing Date"). Or within 15 days of buyer closing on the sale of their existing home  
- 4.2 The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion and for any reason, change the Closing Date to a new date other than the date specified in 4.1
- 4.3 Vacant possession of the Condominium Unit shall be given at 12:00 noon on the Closing Date subject to the terms hereof being complied with.

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WARRANTY OF TITLE

- 4.4 The Purchaser shall pay any costs associated with the registration of the Approval and Vesting Order (as defined herein) at the LTO and the Purchaser's mortgage(s) (if any) on title to the Condominium Unit.
- 4.5 The Purchaser shall pay the Purchase Price, less the Purchaser's Deposit (the "**Balance of the Purchase Price**") to the Vendor on the Closing Date.
- 4.6 The Purchaser covenants to take possession of the Condominium Unit on the Closing Date, provided the interior of the Suite and the common property is substantially completed even though all exterior work on the Condominium Unit, the related common property, the landscaping, the fencing, exterior lighting and garbage pads or enclosures may not at such time be fully completed and other seasonal deficiencies may be outstanding.
- 4.7 The Vendor shall allow the Purchaser to make an inspection of the Condominium Unit prior to or on the Closing Date to verify that the Condominium Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an inspection sheet (the "**Inspection Sheet**"). Except as to the items specifically listed on the Inspection Sheet, the Purchaser shall be conclusively deemed to have accepted the Condominium Unit, PROVIDED HOWEVER that such acceptance shall not in any way affect the warranty given by the Alberta New Home Warranty Program (the "**Program**") as specified in Schedule "H" to this Offer to Purchase (the "**Warranty**").
- 4.8 The Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors, representatives of the Program and municipal employees, shall have the right of entry and access to the Condominium Unit and the common property after the Closing Date in order to complete any incomplete items, inspect the Condominium Unit and make any repairs or modifications to the Condominium Unit and the common property.
- 4.9 The Purchaser acknowledges that the area of the Condominium Unit has been determined on the basis described on the Condominium Plan and accepts the same.

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UNOFFICIAL COPY

- 4.10 The Purchaser shall not enter the Suite or the common property other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying, sent or invited by the Purchaser (hereinafter called a "Trespasser") resulting from their entry into the Suite or the common property without permission, whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry into the Suite or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.
- 4.11 The Purchaser shall not display "For Sale" signs within its Suite or anywhere in the Condominium Unit or on the Common Property until such time that the Vendor has sold all Condominium Units within the Highbury Project. The Purchaser hereby authorizes the Vendor or Condominium Corporation No. 0915321 that was created pursuant to the Act (the "Corporation") to remove such signs in the event the Purchaser is in breach of this obligation. This section shall survive the transfer of title to the Condominium Unit and the closing of this transaction.
5. Conditions Precedent
- 5.1 The obligation of the Parties pursuant to this Agreement are subject to the satisfaction of the following conditions precedent on or before the Closing Date:
- (a) the issuance of an Order by the Court of Queen's Bench of Alberta (the "Court") authorizing the Receiver to enter into this Agreement and approving the transfer of the Condominium Unit to the Purchaser free and clear of all encumbrances other than Permitted Encumbrances (as defined herein) (the "Approval and Vesting Order").

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- 5.2 If the foregoing condition precedent has not been satisfied, complied with or waived, in whole or in part, by the Closing Date, either the Purchaser or the Vendor may rescind this Agreement by written notice to the other Party. In the event that such notice is given by either Party, this Agreement shall terminate and be null, void and of no force or effect.

6. Adjustments and Payments

- 6.1 The Purchase Price shall be adjusted as at the Closing Date as to prepaid and accrued expenses and other matters usually subject to adjustment which shall include, without limiting the generality of the foregoing, the following:

- (a) the Condominium Unit's share of any operating and maintenance expenses and expenses for utilities such as gas, electricity, water or other utilities and insurance costs borne by the Vendor as determined by the Unit Factor of the Condominium Unit;
- (b) any contributions prepaid or owing for administrative expenses (as defined in section 39 of the Act); and,
- (c) the realty taxes, school taxes and local improvement charges, including supplementary assessments, which may be levied by the taxing authority, as determined by the Unit Factor if not separately assessed.

7. Condominium Corporation

- 7.1 The Purchaser is aware that the Corporation was, by virtue of the Act, established upon registration of the Condominium Plan. The Purchaser agrees to observe and perform the terms and provisions of the Act, the By-laws and regulations of the Corporation and any management agreement entered into by the Corporation.
- 7.2 The Vendor estimates, but does not represent or warrant, that the initial amount of the monthly common expenses contribution for the Condominium Unit to be \$ 274[±], which sum is an estimate only and is subject to change by the Corporation. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Highbury Project and is

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determined by applying the Unit Factor for the Condominium Unit to the total of such expenses. Any estimated budget which is presented to the Purchaser is for informational purposes only.

7.3 The Vendor will have the right to arrange for management of the Condominium Plan on fundamentally those terms and conditions as set out in the management agreement referred to in Schedule "C" and the Purchaser acknowledges that management costs for the project shall be included in common expenses.

7.4 The Vendor shall be maintaining and operating show units in the Highbury Project and any by-law which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.

8. **Disclosure** 8.1 (i) Schedule "I" Report and Budget estimate for Phase I repair deficiencies and Complete Construction dated Feb 1, 2013 and the Receivers response letter dated May 21, 2013

8.1 The Purchaser acknowledges that the Condominium Unit is or will be a unit in the Condominium Plan and the Purchaser further acknowledges that the Purchaser has, with or before the submission hereof, received a copy of this Agreement and copies of the following:

- (a) **Schedule "A"**: The Condominium Plan as registered with LTO on December 7, 2009, including the Phased Development Disclosure Statement;
- (b) **Schedule "B"**: Site plan and landscaping plan being drawings showing the location of fences, roadways walkways, parking areas and landscaping;
- (c) **Schedule "C"**: Proposed Management Agreement;
- (d) **Schedule "D"**: Proposed Condominium Operating Budget and the estimated amount of the monthly contributions of each unit in the project;
- (e) **Schedule "E"**: Registered By-laws;
- (f) **Schedule "F"**: Registered Restrictive Covenant (Parking);
- (g) **Schedule "G"**: Registered Restrictive Covenant (Storage Lockers); and

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(h) **Schedule "H": Alberta New Home Warranty Program Warranty.**

8.2 The Vendor hereby advises the Purchaser that, and the Purchaser acknowledges and agrees that:

- (a) The Vendor was appointed as receiver and manager of PSL pursuant to an Order issued by the Court on March 3, 2010 (the "**Receivership Order**").
- (b) At the time that the Receivership Order was issued:
 - (i) PSL was constructing a three-phase condominium development in southwestern Calgary that was commonly known as the Highbury (the "**Highbury Project**"); and
 - (ii) construction on the first phase of the Highbury Project ("**Phase One**") was substantially complete, and preliminary construction on the second phase ("**Phase Two**") and the third phase ("**Phase Three**") has been commenced.
- (c) The Condominium Unit is in Phase One.
- (d) Certain information schedules were prepared by PSL and provided to persons who entered into purchase agreements with PSL for the purchase of a condominium unit in the Highbury Project prior to the issuance of the Receivership Order. The Vendor does not intend to complete or construct the Highbury Project in the manner that was originally contemplated by Perera Shawnee Ltd. and does not represent, warrant or otherwise agree to complete or construct the Highbury Project in the manner originally contemplated by Perera Shawnee Ltd. Schedule "B" attached shows the roadways, walkways, fences, parking areas and landscaping that the Vendor intends to construct or complete.
- (e) Pursuant to the Receivership Order the Vendor is at liberty and is empowered and has arranged to borrow funds not exceeding the principal amount of \$7,300,000 (or such greater amount as the Court may by further Order authorize). The

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Vendor's Construction Plans

Vendor has completed a budget (the "Budget") for the cost to complete the Vendor's Construction Plans (as hereinafter defined) and currently plans to:

- (i) complete the construction of Phase One of the Highbury Project; and
- (ii) construct Phase Two and Phase Three of the Highbury Project to the P1 level.

(collectively, the "Vendor's Construction Plans").

- (f) The Vendor will complete the Vendor's Construction Plans, provided that the cost to complete the Vendor's Construction Plans does not exceed the Budget.
- (g) The Vendor intends to sell Phase Two and Phase Three and possibly any unsold units on an en bloc basis in Phase One of the Highbury Project to a third-party (the "Transaction"), provided that a satisfactory purchase price (as determined by the Vendor in its sole discretion) is obtained for the Transaction and the Transaction is approved and authorized by the Court.

8.3 The Purchaser acknowledges and agrees that he/she is purchasing the interior and exterior finishing of the Condominium Unit and all of the common property associated with the Condominium Unit, the Plan and the Highbury Project on an "as is, where is" basis and that the Vendor makes no representations or warranties other than outlined in Schedule "B" with respect to the Condominium Unit, the Plan and the Highbury Project. The Purchaser further acknowledges and agrees that he/she has relied entirely upon his own inspection and investigation with respect to the quantity, quality, and value of the Condominium Unit, the Plan and the Highbury Project. As the Interior/ Exterior finishing of the Unit and the Building are substantially complete, no further description of the same is provided herein.

8.4 The Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes and modifications to any of the Schedules that the Vendor deems are necessary or advisable, as determined by the Vendor at its sole discretion acting reasonably, at any time before or after the execution of this Agreement provided that the changes will not

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materially alter or affect the value, amenities, appearance or marketability of the property purchased by the Purchaser. The Purchaser acknowledges and agrees that the Vendor shall be at liberty to make such changes in any document as may be (and to the extent) required by any mortgagee providing interim or permanent financing for the Project or its mortgage insurer or by any government agency.

- 8.5 The Purchaser acknowledges and agrees that they are aware and have been informed by the Vendor that as at January 13, 2011 all of the following lawsuits that were commenced against the Corporation in the Court, have been discontinued as against the Corporation: Action No. 1001-11316, Action No. 1001-13363, Action Number 1001-13364, Action No. 1001-13365, Action No. 1001-13738 and Action No. 1001-14166, and that the Vendor is not aware of any other lawsuits naming the Corporation in Alberta.

9. Further Assurances

- 9.1 The Parties hereto agree to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intent and meaning of this Agreement.

10. Entire Agreement

- 10.1 The Parties confirm that this Agreement and the annexed Schedules constitute the entire agreement and that there are no further or other conditions, representations, warranties, undertakings, guarantees, promises or agreements either expressed or implied either by law or custom save those mentioned in this Agreement and the annexed Schedules, and that no oral or written agreements, representations, promises or any warranty made by any person shall be binding upon the Vendor unless made in writing and signed on behalf of the Vendor by its duly authorized officers.

11. Termination and Breach

- 11.1 The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement upon written notice to that effect to the Purchaser in the following circumstances:

11.1

- (a) the Purchaser makes an assignment of this Agreement without first obtaining the consent of the Vendor;
- (b) the Purchaser become insolvent or bankrupt;
- (c) the Purchaser fails to pay the Purchaser's Deposit or the Balance of the Purchase Price on the dates specified herein; or
- (d) the Purchaser fails to comply with any of the terms of this Agreement or shall fail to complete or execute or deliver any document or instrument herein required or provided for.

11.2 If the Vendor cancels or terminates this Agreement in accordance with Article 11.1 or if the Purchaser attempts to cancel or terminate this Agreement other than in accordance with the terms hereof, then, without limitation or prejudice to any of the rights of the Vendor hereunder, at law, or in equity:

- (a) all amounts paid by the Purchaser to the Vendor including, without limitation, the Purchaser's Deposit and the Balance of the Purchase Price, shall be absolutely forfeited to the Vendor as liquidated damages and not as a penalty;
- (b) the Vendor shall be reimbursed by the Purchaser for the cost of paying out any lien, execution or encumbrance, the source of which is attributable to the Purchaser, or the cost of any extras, options, modifications or improvements requested by the Purchaser; and
- (c) the Vendor shall be entitled to costs on a full-indemnity, solicitor and his own client basis for any action or legal proceeding commenced by the Vendor relating to the breach of this Agreement.

12. Unit Factor

12.1 The Unit Factor for the Suite is 24. The total unit factors have been apportioned and computed substantially on the basis of the square footage of the Suites in proportion to the total square footage of all intended suites in the Highbury Project.

www.burmes.com

12.2 Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors for all the units total 10,000 as required by law.

13. Notices

13.1 All notices required herein shall be in writing and shall be delivered by electronic mail:

(a) to the Purchaser at the e-mail address shown on the first page of this Agreement;
and

(b) to the Vendor at the address shown on the first page of this Agreement.

13.2 Any notices shall be deemed to be received twenty-four (24) hours after sending the e-mail.

14. Time

14.1 Time shall be of the essence in this Agreement.

15. Purchaser Caveat Restrictions

15.1 The Purchaser acknowledges that registration of a caveat or other instrument respecting this Agreement or any secondary financing may affect construction of the Project and the Purchaser therefore covenants that he/she will not register such a caveat or instrument against the title to all or any portion of the land comprising the Condominium Unit.

16. Title, Encumbrances and By-Laws

16.1 The Condominium Unit is sold subject to the Act, as amended, and the implied easements thereunder, any City of Calgary, private or other utility right of way and any other registered or to be registered caveats, private easements, encroachment agreements, restrictive covenants, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities, and any Purchaser mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser (collectively, the "Permitted Encumbrances"). The Vendor will, after receipt and

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January 4, 2012

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release of the full sale proceeds, cause any of its mortgage encumbrances to be discharged insofar as they are registered against title to the Condominium Unit. The Purchaser also agrees to comply with its obligations under the Restrictive Covenants identified in the Schedules to this Agreement.

- 16.2 The Purchaser acknowledges that he/she is fully aware of the permitted and conditional uses of the Condominium Unit and real property within the surrounding area under the by-laws of the City of Calgary and all applicable statutes, rules and regulations of any competent authority and agrees to accept the Condominium Unit subject to the risks incidental to such uses. The Purchaser further acknowledges that he/she is acquainted with the duties and obligations of an owner of a Condominium Unit and the Purchaser understands that upon registration of the Condominium Plan, the Corporation has been created and the Purchaser will be a member of such Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the Registered By-laws annexed hereto as Schedule "E".

17. Display Units and Dwellings

- 17.1 The Purchaser agrees that notwithstanding the provisions of the by-laws of the Condominium Plan, the Vendor shall have the right to maintain and use a reasonable number of suites and a portion of any common property for display and sale purposes and exhibit a sign or signs advertising the location of such display suites on or about the display suites or common property until all the Condominium Units in the project are sold and that any provisions of the by-laws which might restrict the Vendor in this respect, if any, are hereby waived by the Purchaser.

18. Unit Damage

- 18.1 The Condominium Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser and in the event of substantial or total loss or damage to the Condominium Unit or the project occurring before such time by reason of fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection or other acts of God, either the Vendor or the Purchaser may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage and thereupon the Purchaser shall be entitled to the

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return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. All proceeds of any insurance policies in force shall belong to the Vendor, however, if neither party elects to cancel this Agreement, the Purchaser shall be entitled to an assignment of insurance proceeds in respect of the material loss or damage to the Condominium Unit, if any. All other remedies and claims of the Purchaser in the event of such damage are hereby waived. The Condominium Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

19. Assignment Restriction and Enurement

19.1 This Agreement shall not be assigned by the Purchaser before final closing without the prior consent of the Vendor which consent may not be arbitrarily withheld. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and permitted assigns of the Parties hereto.

19.2 The Vendor will be entitled to sell and/or assign its rights, benefits and/or obligations under this Agreement without the consent of the Purchaser.

20. Force Majeure

20.1 The Vendor shall not be or be deemed to be in default hereunder for any delay due to strikes, acts of God, or other force majeure or any cause whatsoever beyond the Vendor's control.

21. Non-Merger

21.1 All the covenants and obligations contained in this Agreement to be performed or observed by the Purchaser shall in no way merge with the transfer of the Condominium Unit hereunder and shall in all respects remain in full force and effect notwithstanding conveyance of the Condominium Unit to the Purchaser and the payment of the Purchase Price.

www.1555supplies.com

22. Applicable Law

22.1 This offer to purchase, and any contract constituted on acceptance hereof, shall be governed under and by the laws of the Province of Alberta.

23. Headings

23.1 The headings throughout this Agreement are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Agreement or any provision thereof.

24. Singular / Plural

24.1 This Agreement constituted by its acceptance by the Vendor is to be read with all changes of number or gender required by the context and where this Agreement is executed by more than one person or party as Purchaser, all covenants, conditions and agreements herein contained shall be construed and taken as against all executing Purchasers as joint and several.

25. Vendor's Right to Cancel and Terminate

25.1 The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement for any reason the Vendor deems appropriate, as determined by the Vendor in its sole discretion.

25.2 In the event that the Vendor cancels and terminates this Agreement in accordance with Article 25.1, this Agreement shall terminate and be null, void and of no force or effect.

26. Privacy Consent

26.1 By entering into this Agreement, it is necessary for the Vendor to collect personal information from you. This information includes but is not limited to:

- (a) name, address, telephone number, fax number and e-mail address;

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- (b) information as required by the Canadian Government *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (FINTRAC), which include date of birth, occupation and proof of identity documentation.
 - (c) municipal and legal descriptions for the Condominium Unit;
 - (d) the purchase agreement for the Condominium Unit including financial information, all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase of the Condominium Unit;
 - (e) information about any remedial or other service work done to the Condominium Unit;
 - (f) any information about a request for assistance or warranty claim about the Condominium Unit including information provided to a warranty provider;
 - (g) insurance information;
 - (h) information provided to or received from third party contractors, suppliers, consultants and lawyers who provide work or services to you or us with respect to the Condominium Unit; and
 - (i) information from or to the Corporation for the Condominium Unit.
- 26.2 The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor for the purposes set out above.

27. Amendment

- 27.1 Any amendments to this Agreement shall be made in writing, duly executed by both Parties.

www.billing17946.com

DATED at the City of Calgary, in the Province of Alberta, this 5 day of August,
2013.

SIGNED in the presence of:

Witness

Purchaser's Signature

Additional Purchaser's Signature (if applicable)


- 18 -

ACCEPTANCE

The Vendor hereby accepts the Offer to Purchase.

DATED at the City of Calgary, in the Province of Alberta, this 13th day of August,
2013.

new Pelotte Restructuring Inc.
Deloitte & Touche Inc., in its capacity as
receiver and manager of Perera Shawnee
Ltd., and not in its personal capacity

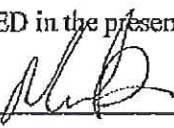
Per: 
Authorized Signatory C/S

THE PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF
THE WITHIN AGREEMENT INCLUDING ALL SCHEDULES AND ACKNOWLEDGES
THAT THE PURCHASER HAS READ AND UNDERSTANDS THE TERMS, PROVISIONS,
CONDITIONS AND LIMITS THAT ARE SPECIFIED IN ALL SCHEDULES AND ALL
DOCUMENTS REFERRED TO HEREIN WHICH PERTAIN TO THE PROJECT AND THIS
AGREEMENT.

11 DAY OF August 2013

SIGNED in the presence of:

Witness




Purchaser's Signature


Additional Purchaser's Signature (if applicable)



#203

View Options

Print Form

Download

Page 1

Alberta
Real Estate
Association

RESIDENTIAL PURCHASE CONTRACT

NOTICE

(Not Waiver/Relief of Conditions)

This Notice is attached to and forms part of the Residential Purchase Contract # Suite 203 Highbury

Notice to: Deloitte and Touche Inc.

Under Power of Attorney

Municipal Address 203 10 Shawnee Hill SW, Calgary, AB

1. I am the Seller/Buyer of the Property in the Residential Purchase Contract # Suite 203 Highbury (the "Contract").

The condition(s) in that Contract that I have unilaterally waived or have satisfied is (are):

☐ Insert Clauses ☐ Add Blank Page ☐ Remove Last Page ☐ Insert Original Clauses

The sellers waive all conditions within the offer to purchase contract between Leszek Makolewski/Alicja Makolewska and Deloitte & Touche Inc. Signed by the buyers on August 11th, 2013.

2. All other provisions in the Contract remain in full force and effect.
 3. In this notice, the singular shall be construed as the plural where the context so requires.
 4. This notice shall ensure to the benefit and be binding upon my heirs, executors, administrators, successors and assigns.
 5. As per the Contract, if a notice has not been given to the other party before 9 p.m. on or before the stated Condition Day, then the transaction is ended.

SIGNED in the presence of a witness, and DATED at Calgary

Alberta

at _____

2013

• Leszek Makolewski

Buyer

Witness

&

Buyer

Witness

If needed for commercial transactions:

Per: _____
Authorized Signing Officer(s)

Witness

Per: _____
Authorized Signing Officer(s)

Witness

Alberta
Real Estate
Association

RESIDENTIAL PURCHASE CONTRACT

NOTICE

(Re: Waiver/Selection of Conditions)

This notice is attached to and forms part of the Residential Purchase Contract, Suite 203 Highbury

Notice to Deloitte and Touché Inc.

Municipal Address 203 10 Shawnee Hill SW, Calgary, AB

1. I am the Seller/Buyer of the Property in the Residential Purchase Contract, Suite 203 Highbury (the "Contract").

The condition(s) in that Contract that I have initially waived or have selected is (are):

☐ Insert Clauses: ☐ Add Blank Page ☐ Remove Last Page ☐ Insert Original Clauses

The sellers waived all conditions within the offer to purchase contract between Leszek Makolewski/Aliona Makolewska and Deloitte & Touché Inc. Signed by the buyers on August 11th, 2013

2. All other provisions in the Contract remain in full force and effect.
 3. In this notice, the singular shall be construed as the plural where the context so requires.
 4. This notice shall enure to the benefit and be binding upon my heirs, executors, administrators, successors and assigns.
 5. As per the Contract, if a notice has not been given to the other party before 9 p.m. on or before the related Condition Day, then the transaction is ended.

SIGNED in the presence of a witness, and DATED at Calgary

at 8 p.m. on August 21, 2013
 Buyer: Leszek Makolewski
 & Aliona Makolewska
 Buyer

Witness

Witness

If needed for commercial transactions:

Per:
Authorized Signing Officer(s)

Witness

Per:
Authorized Signing Officer(s)

Witness

RESIDENTIAL PURCHASE CONTRACT AMENDMENT

This Amendment is attached to and forms part of the Residential Purchase Contract # Contract Suite 203

Between

THE SELLER

and

THE BUYER

Name Deloitte & Touche Inc.

Name Leszek Makolewski

Name _____

Name Alicja Makolewska

With respect to the Property described as:

Municipal Address Suite 203 10 Shawnee Hill SW. Calgary, AB

The following changes shall be made to the above Purchase Contract and, except for such changes noted below, all other terms and conditions in the Purchase Contract shall remain as stated therein.

DELETE:

4.1 Possession date: November 6, 2013

INSERT:

4.1 Possession date: September 28, 2013

Seller agrees to Purchase an additional underground parking stall for the cost of \$15,000. Funds to be held with buyers lawyer until parking stall can be provided to the buyers.

DATED at 3 p.m. on August 27, 2013

Deloitte & Touche Inc.
per Julia

Seller

Witness

Seller

Witness

DATED at 2 p.m. on August 27, 2013

Leszek Makolewski
Buyer
Alicja Makolewska
Buyer

Witness

Witness

SCHEDULE "5"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0034 152 009 0915321;22 091 368 709 +21

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0915321
UNIT 22
AND 24 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;4;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 071 171 221

 REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

091 368 709 07/12/2009 CONDOMINIUM PLAN

OWNERS

PERERA SHAWNEE LTD.
OF 425-78 AVENUE SW
CALGARY
ALBERTA T2V 5K5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

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 : EASEMENT
 CAVEATOR - FRANCES LORRAINE REHMAN
 620-146 AVE SW
 CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

091 368 709 +21

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2Y1N6
{DATA UPDATED BY: 121088954 }

071 422 840 23/08/2007 MORTGAGE
MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
P.O. BOX 908, CALGARY
ALBERTA T2P2J6
ORIGINAL PRINCIPAL AMOUNT: \$65,000,000

071 422 841 23/08/2007 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
#1100, 333-7 AVE SW
CALGARY
ALBERTA T2P2Z1
AGENT - LAWRENCE D LEON

071 476 257 24/09/2007 CAVEAT
RE : RESTRICTIVE COVENANT

091 088 418 02/04/2009 UTILITY RIGHT OF WAY
GRANTEE - ENMAX POWER CORPORATION.
AS TO PORTION OR PLAN:0911884
THAT PORTION SHOWN AS R/W "B"

091 368 708 07/12/2009 CAVEAT
RE : RESTRICTIVE COVENANT

091 374 432 10/12/2009 RESTRICTIVE COVENANT

091 374 433 10/12/2009 RESTRICTIVE COVENANT

101 063 343 03/03/2010 BUILDER'S LIEN
LIENOR - EMCO CORPORATION.
ATTN: JAMIE P FLANAGAN
MCLENNAN ROSS LLP
1600, 300-5 AVE SW
CALGARY
ALBERTA T2P3C4
AGENT - JAMIE P FLANAGAN
AMOUNT: \$45,130

101 066 488 05/03/2010 BUILDER'S LIEN
LIENOR - MIRCOM DISTRIBUTION (BC) INC.
C/O BENNETT JONES LLP
ATTENTION: LAWRENCE ATOR
4500 BANKERS HALL EAST
855-2 STREET SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY
ALBERTA T2P4K7
AGENT - HEATHER FARYNA
AMOUNT: \$66,717

101 067 936 08/03/2010 BUILDER'S LIEN
LIENOR - 759450 ALBERTA LTD. O/A INTERIOR
FINISHING.
1421, 151 COUNTRY VILLAGE RD NE
CALGARY
ALBERTA T3K5X5
AGENT - BERNARD BUGEAUD
AMOUNT: \$49,853

101 067 938 08/03/2010 BUILDER'S LIEN
LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA)
LTD.
ATTNJAMES L LEBO, MCLENNAN ROSS LLP
1600, 300 - 5 AVE SW
CALGARY
ALBERTA T2P3C4
AGENT - JAMES L LEBO
AMOUNT: \$502,689

101 069 174 09/03/2010 BUILDER'S LIEN
LIENOR - ADLER FIRESTOPPING LTD.
102, 10171 SASKATCHEWAN DRIVE
EDMONTON
ALBERTA T6E4R5
AGENT - RANDY PERRY
AMOUNT: \$30,846

101 071 142 10/03/2010 BUILDER'S LIEN
LIENOR - COAST WHOLESALE APPLIANCES GP INC.
C/O HOFFMAN DORCHIK LLP
600, 5920 MACLEOD TRAIL S
CALGARY
ALBERTA T2H0K2
AGENT - AL STYLES
AMOUNT: \$268,070

101 071 143 10/03/2010 BUILDER'S LIEN
LIENOR - THE FINISHING CENTRE LTD.
2719-5TH AVE NE
CALGARY
ALBERTA T2A2L6
AGENT - CHRIS VAN HEES
AMOUNT: \$14,281

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
101 072 838	11/03/2010	BUILDER'S LIEN LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD. TIRO CLARKE SUITE 301, 522 - 11 AVE SW CALGARY ALBERTA T2R0C8 AGENT - TIRO CLARKE AMOUNT: \$11,597
101 072 839	11/03/2010	BUILDER'S LIEN LIENOR - UNITED RENTALS OF CANADA, INC. C/O SMITH MACK LAMARSH 450, 808-4 AVE SW CALGARY ALBERTA T2P3E8 AGENT - KAREN D JACOBSON AMOUNT: \$34,255
101 072 840	11/03/2010	BUILDER'S LIEN LIENOR - MORWEST CRANE & SERVICES LTD. C/O 3408- 114 AVENUE SE CALGARY ALBERTA T2Z3V6 AGENT - JASON TALMAN AMOUNT: \$401,859
101 075 229	15/03/2010	BUILDER'S LIEN LIENOR - 1412705 ALBERTA LIMITED. C/O MCLENNAN ROSS LLP ATTENTION: JAMIE P. FLANAGAN 1600, 300-5 AVENUE SW CALGARY ALBERTA T2P3C4 AGENT - JAMIE P FLANAGAN AMOUNT: \$838,069
101 075 230	15/03/2010	BUILDER'S LIEN LIENOR - JMMK PLUMBING & HEATING INC. C/O WARREN TETTENSOR AMANTEA LLP ATTENTION: JOSEPH B AMANTEA 1413 - 2ND STREET SW CALGARY ALBERTA T2R0W7 AGENT - JOE CHAISSON AMOUNT: \$126,838
101 075 235	15/03/2010	BUILDER'S LIEN LIENOR - GLOBAL STONE INC. C/O WARREN TETTENSOR AMANTEA LLP

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ATTENTION JOSEPH B AMANTEA 1413 - 2 STREET SW CALGARY ALBERTA T2R0W7 AGENT - JACOB LAPID AMOUNT: \$41,995
101 075 236	15/03/2010	BUILDER'S LIEN LIENOR - NOVASTONE INC. C/O WARREN TETTENSOR AMANTEA LLP ATTENTION: JOSEPH B AMANTEA 1413 - 2ND STREET SW CALGARY ALBERTA T2R0W7 AGENT - JACOB LAPID AMOUNT: \$8,269
101 076 429	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES LTD. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$21,200
101 076 430	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$20,687
101 076 431	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 PLACE 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$6,848
101 076 432	16/03/2010	BUILDER'S LIEN

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		<p>LIENOR - KORDICK ENTERPRISES. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 ST EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$1,452</p>
101 081 785	22/03/2010	<p>BUILDER'S LIEN LIENOR - CANNEX CONTRACTING 2000 INC. C/O THORNBOROUGH SMELTZ LLP 630 11012 MACLEOD TRAIL SOUTH CALGARY ALBERTA T2J6A5 AGENT - MORRIS H SMELTZ AMOUNT: \$297,931</p>
101 085 868	24/03/2010	<p>BUILDER'S LIEN LIENOR - NORDSTAR KITCHENS LTD. PEACOCK LINDER & HALT LLP ATTENTION: G. STEPHEN PANUNTO 850, 607-8 AVENUE SW CALGARY ALBERTA T2P0A7 AGENT - G STEPHEN PANUNTO AMOUNT: \$108,246</p>
101 088 872	26/03/2010	<p>BUILDER'S LIEN LIENOR - DOMENICO FANELLI C/O BRYAN & COMPANY ATTENTION: RYAN J. LEE CHEE 1200, 645 - 7 AVENUE SW CALGARY ALBERTA T2P4G8 AGENT - RYAN J LEE CHEE AMOUNT: \$520,000</p>
101 099 162	08/04/2010	<p>BUILDER'S LIEN LIENOR - DISTINCTIVE FLOORS LTD. ATTN: SHAUN T MACISAAC C/O PITTMAN MACISAAC & ROY 2600 WEST TOWER, SUN LIFE PLAZA 144-4TH AVE SW CALGARY ALBERTA T2P3N4 AMOUNT: \$2,377</p>
101 100 273	08/04/2010	<p>BUILDER'S LIEN</p>

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		<p>LIENOR - RIDGELINE SHEET METAL INC. C/O ROBERT SCHUETT PROFESSIONAL CORPORATION 200, 602 11 AVE SW CALGARY ALBERTA T2R1J8 AMOUNT: \$530,250</p>
101 100 274	08/04/2010	<p>ORDER IN FAVOUR OF - DELOITTE & TOUCHE INC. 3000 SCOTIA CENTRE 700-2 ST SW CALGARY ALBERTA T2P0S7 RECEIVERSHIP ORDER</p>
101 210 310	15/07/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069174</p>
101 230 491	04/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072840</p>
101 232 253	06/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075229</p>
101 232 254	06/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101063343</p>
101 235 115	09/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101085868</p>
101 236 589	10/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101066488</p>
101 243 401	17/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101099162</p>
101 244 766	17/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839</p>
101 250 899	23/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067938</p>
101 256 920	27/08/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067936</p>
101 261 640	01/09/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101081785</p>
101 269 084	09/09/2010	<p>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075230</p>

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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. AGAINST - PERERA SHAWNEE LTD. AGAINST - PERERA DEVELOPMENT CORPORATION. AGAINST - CONDOMINIUM COORPORATION NO. 0915321.
101 295 723	05/10/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101100273

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 050

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF
SEPTEMBER, 2013 AT 09:02 A.M.

ORDER NUMBER: 24452070

CUSTOMER FILE NUMBER: 2933 1121689



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

SCHEDULE "6"



CONDOMINIUM ADDITIONAL PLAN SHEET CERTIFICATE

SHORT LEGAL 0915321;CS

(PURSUANT TO THE CONDOMINIUM PROPERTY REGULATION)

SHEET NUMBER : 05.

NUMBER OF UNITS : 143

DATED 07/12/2009

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321

ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD

SUITE 810, 839-5TH AVE SW

CALGARY

ALBERTA T2P3C8

(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
091 372 552	10/12/2009	CHANGE OF DIRECTORS
091 372 553	10/12/2009	CHANGE OF BY-LAWS
101 063 343	03/03/2010	BUILDER'S LIEN LIENOR - EMCO CORPORATION. ATTN: JAMIE P FLANAGAN MCLENNAN ROSS LLP 1600, 300-5 AVE SW CALGARY ALBERTA T2P3C4 AGENT - JAMIE P FLANAGAN AMOUNT: \$45,130
101 066 488	05/03/2010	BUILDER'S LIEN LIENOR - MIRCOM DISTRIBUTION (BC) INC. C/O BENNETT JONES LLP ATTENTION: LAWRENCE ATOR 4500 BANKERS HALL EAST 855-2 STREET SW CALGARY ALBERTA T2P4K7 AGENT - HEATHER FARYNA AMOUNT: \$66,717
101 067 936	08/03/2010	BUILDER'S LIEN LIENOR - 759450 ALBERTA LTD. O/A INTERIOR FINISHING.

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8

(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

1421, 151 COUNTRY VILLAGE RD NE
CALGARY
ALBERTA T3K5X5
AGENT - BERNARD BUGEAUD
AMOUNT: \$49,853

101 067 937 08/03/2010 BUILDER'S LIEN
LIENOR - FIRST CHOICE POST CONSTRUCTION CLEANING.
216 STANLEY AVENUE
OKOTOKS
ALBERTA T1S1M4
AGENT - DEBBIE LORENZ
AMOUNT: \$8,000
WAGES

101 067 938 08/03/2010 BUILDER'S LIEN
LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA)
LTD.
ATTN: JAMES L LEBO, MCLENNAN ROSS LLP
1600, 300 - 5 AVE SW
CALGARY
ALBERTA T2P3C4
AGENT - JAMES L LEBO
AMOUNT: \$502,689

101 069 579 09/03/2010 BUILDER'S LIEN
LIENOR - ALCON ELECTRICAL CORP.
1250, 639 FIFTH AVENUE SW
CALGARY
ALBERTA T2P0M9
AGENT - DOUGLAS V ALLISON
AMOUNT: \$74,738

101 070 642 10/03/2010 BUILDER'S LIEN
LIENOR - MORWEST CRANE & SERVICES LTD.
C/O 3408- 114 AVENUE SE
CALGARY
ALBERTA T2Z3V6
AGENT - JASON TALMAN
AMOUNT: \$401,859

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.
REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

101 070 970 10/03/2010 BUILDER'S LIEN
LIENOR - ALADEN PAINTING LTD.
311 CANTEBURY DR SW
CALGARY
ALBERTA T2W1H7
AGENT - MAZEN SANAOUBAR
AMOUNT: \$32,944

101 072 838 11/03/2010 BUILDER'S LIEN
LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD.
TIRO CLARKE
SUITE 301, 522 - 11 AVE SW
CALGARY
ALBERTA T2R0C8
AGENT - TIRO CLARKE
AMOUNT: \$11,597

101 072 839 11/03/2010 BUILDER'S LIEN
LIENOR - UNITED RENTALS OF CANADA, INC.
C/O SMITH MACK LAMARSH
450, 808-4 AVE SW
CALGARY
ALBERTA T2P3E8
AGENT - KAREN D JACOBSON
AMOUNT: \$34,255

101 073 253 12/03/2010 BUILDER'S LIEN
LIENOR - INLAND PIPE A DIVISION OF LEHIGH HANSON
MATERIALS LTD.
12640 INLAND WAY
EDMONTON
ALBERTA T5V5K5
AGENT - DENNIS ODDING
AMOUNT: \$25,767

101 073 697 12/03/2010 BUILDER'S LIEN
LIENOR - WENDY BOHN
23 SUSSEX CR SW
CALGARY
ALBERTA T2W0L4

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AMOUNT: \$4,000
WAGES

101 075 229 15/03/2010 BUILDER'S LIEN
LIENOR - 1412705 ALBERTA LIMITED.
C/O MCLENNAN ROSS LLP
ATTENTION: JAMIE P. FLANAGAN
1600, 300-5 AVENUE SW
CALGARY
ALBERTA T2P3C4
AGENT - JAMIE P FLANAGAN
AMOUNT: \$838,069

101 075 230 15/03/2010 BUILDER'S LIEN
LIENOR - JMMK PLUMBING & HEATING INC.
C/O WARREN TETTENSOR AMANTEA LLP
ATTENTION: JOSEPH B AMANTEA
1413 - 2ND STREET SW
CALGARY
ALBERTA T2R0W7
AGENT - JOE CHAISSON
AMOUNT: \$126,838

101 075 235 15/03/2010 BUILDER'S LIEN
LIENOR - GLOBAL STONE INC.
C/O WARREN TETTENSOR AMANTEA LLP
ATTENTION JOSEPH B AMANTEA
1413 - 2 STREET SW
CALGARY
ALBERTA T2R0W7
AGENT - JACOB LAPID
AMOUNT: \$41,995

101 075 236 15/03/2010 BUILDER'S LIEN
LIENOR - NOVASTONE INC.
C/O WARREN TETTENSOR AMANTEA LLP
ATTENTION: JOSEPH B AMANTEA
1413 - 2ND STREET SW
CALGARY
ALBERTA T2R0W7

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AGENT - JACOB LAPID AMOUNT: \$8,269
101 076 432	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 ST EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$1,452 "ENDORSED BY 101080530 ON 20100322"
101 081 785	22/03/2010	BUILDER'S LIEN LIENOR - CANNEX CONTRACTING 2000 INC. C/O THORNBOROUGH SMELTZ LLP 630 11012 MACLEOD TRAIL SOUTH CALGARY ALBERTA T2J6A5 AGENT - MORRIS H SMELTZ AMOUNT: \$297,931
101 083 554	23/03/2010	BUILDER'S LIEN LIENOR - GREAT SHADES LTD. C/O DAVISON WORDEN LLP 1710,540 5TH AVE S.W. CALGARY ALBERTA T2P0M2 AGENT - CARL HALL AMOUNT: \$53,562
101 083 849	23/03/2010	BUILDER'S LIEN LIENOR - COONEY'S TRUCKING LTD. 409 LAKESIDE GREENS PLACE CHESTERMERE ALBERTA T1X1C6 AGENT - CHRIS COONEY AMOUNT: \$53,589

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
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ALBERTA T2P3C8

(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
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NUMBER	DATE (D/M/Y)	PARTICULARS
101 085 868	24/03/2010	BUILDER'S LIEN LIENOR - NORDSTAR KITCHENS LTD. PEACOCK LINDER & HALT LLP ATTENTION: G. STEPHEN PANUNTO 850, 607-8 AVENUE SW CALGARY ALBERTA T2P0A7 AGENT - G STEPHEN PANUNTO AMOUNT: \$108,246
101 088 800	26/03/2010	BUILDER'S LIEN LIENOR - MACS LANDSCAPING & CONCRETE. 194 CRYSTAL SHORES DR OKOTOKS ALBERTA T1S2L1 AGENT - CHRIS MAKOWSKY AMOUNT: \$87,586
101 088 872	26/03/2010	BUILDER'S LIEN LIENOR - DOMENICO FANELLI C/O BRYAN & COMPANY ATTENTION: RYAN J. LEE CHEE 1200, 645 - 7 AVENUE SW CALGARY ALBERTA T2P4G8 AGENT - RYAN J LEE CHEE AMOUNT: \$520,000
101 089 785	29/03/2010	BUILDER'S LIEN LIENOR - ALUMA SYSTEMS INC. C/O WALSH WILKINS CREIGHTON 2800, 801-6 AVE SW CALGARY ALBERTA T2P4A3 AGENT - PAUL J PIDDE AMOUNT: \$65,224
101 090 065	29/03/2010	BUILDER'S LIEN LIENOR - ON TRACK EXCAVATING LTD. 81 KIRBY PLACE SW

(CONTINUED)

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NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2V2K7 AGENT - HUGH MARK BATES AMOUNT: \$212,646
101 104 779	13/04/2010	BUILDER'S LIEN LIENOR - OMC RENOVATIONS. 329-2ND AVE PO BOX 34 CLUNY ALBERTA T0J0S0 AGENT - OREL R MADDEN AMOUNT: \$9,115 WAGES
101 157 679	28/05/2010	INSTRUMENT PHASED DEVELOPMENT DISCLOSURE STATEMENT
101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101070642
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
101 256 920	27/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067936
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
101 281 854	22/09/2010	BUILDER'S LIEN LIENOR - ALUMA SYSTEMS INC. C/O WALSH WILKINS CREIGHTON LLP 2800, 801-6TH AVENUE SW CALGARY ALBERTA T2P4A3 AGENT - PAUL J PIDDE AMOUNT: \$35,036 (CONTINUED)

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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
101 330 017	09/11/2010	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNITS 69 & 130 ONLY
101 330 033	09/11/2010	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNITS 69 & 130 ONLY
101 330 059	09/11/2010	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNITS 69 & 130 ONLY

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
101 330 078	09/11/2010	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNITS 69 & 130 ONLY
101 330 081	09/11/2010	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNITS 69 & 130 ONLY
101 337 346	17/11/2010	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNITS 71 & 133
101 337 353	17/11/2010	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNITS 71 & 133

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NUMBER	DATE (D/M/Y)	PARTICULARS
101 337 358	17/11/2010	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNITS 71 & 133
101 337 364	17/11/2010	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNITS 71 & 133
101 337 366	17/11/2010	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNITS 71 & 133
101 341 095	22/11/2010	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNITS 68 AND 132

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NUMBER	DATE (D/M/Y)	PARTICULARS
101 341 097	22/11/2010	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNITS 68 AND 132
101 341 102	22/11/2010	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNITS 68 AND 132
101 341 104	22/11/2010	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNITS 68 AND 132
101 341 110	22/11/2010	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNITS 68 AND 132

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NUMBER	DATE (D/M/Y)	PARTICULARS
111 148 825	15/06/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 6 "AS TO UNIT 6"
111 148 826	15/06/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 6 "AS TO UNIT 6"
111 148 827	15/06/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 6
111 148 828	15/06/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 6

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NUMBER	DATE (D/M/Y)	PARTICULARS
111 148 829	15/06/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 6
111 153 013	17/06/2011	DISCHARGE OF BUILDER'S LIEN 101067937 AS TO UNIT 6
111 159 672	24/06/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 38
111 159 673	24/06/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 38
111 159 674	24/06/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 38

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
111 159 675	24/06/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 38
111 159 676	24/06/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 38
111 181 733	19/07/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 52
111 181 734	19/07/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 52

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
111 181 735	19/07/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 52
111 181 736	19/07/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 52
111 181 737	19/07/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 52
111 196 762	04/08/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 20

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NUMBER	DATE (D/M/Y)	PARTICULARS
111 196 763	04/08/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 20
111 196 764	04/08/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 20
111 196 765	04/08/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 20
111 196 766	04/08/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 20

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NUMBER DATE (D/M/Y) PARTICULARS

111 200 775 09/08/2011 DISCHARGE OF BUILDER'S LIEN 101063343
 AND BUILDER'S LIEN 101066488
 AND BUILDER'S LIEN 101067936
 AND BUILDER'S LIEN 101067938
 AND BUILDER'S LIEN 101069579
 AND BUILDER'S LIEN 101070642
 AND BUILDER'S LIEN 101067937
 UNIT 41

111 200 776 09/08/2011 DISCHARGE OF BUILDER'S LIEN 101070970
 AND BUILDER'S LIEN 101072838
 AND BUILDER'S LIEN 101072839
 AND BUILDER'S LIEN 101073253
 AND BUILDER'S LIEN 101073697
 AND BUILDER'S LIEN 101075229
 AND BUILDER'S LIEN 101075230
 UNIT 41

111 200 777 09/08/2011 DISCHARGE OF BUILDER'S LIEN 101075235
 AND BUILDER'S LIEN 101075236
 AND BUILDER'S LIEN 101076432
 AND BUILDER'S LIEN 101081785
 AND BUILDER'S LIEN 101083554
 AND BUILDER'S LIEN 101083849
 AND BUILDER'S LIEN 101085868
 UNIT 41

111 200 778 09/08/2011 DISCHARGE OF BUILDER'S LIEN 101088800
 AND BUILDER'S LIEN 101088872
 AND BUILDER'S LIEN 101089785
 AND BUILDER'S LIEN 101090065
 AND BUILDER'S LIEN 101104779
 AND CERTIFICATE OF LIS PENDENS 101230491
 AND CERTIFICATE OF LIS PENDENS 101244766
 UNIT 41

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
111 200 779	09/08/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 41
111 201 470	10/08/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 46 ONLY
111 201 471	10/08/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 46 ONLY
111 201 472	10/08/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 46 ONLY

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NUMBER	DATE (D/M/Y)	PARTICULARS
111 201 473	10/08/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 46 ONLY
111 201 474	10/08/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 46 ONLY
111 222 674	30/08/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 44 ONLY
111 222 675	30/08/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 44 ONLY

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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111 222 676	30/08/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 44 ONLY
111 222 677	30/08/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 44 ONLY
111 222 678	30/08/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 44 ONLY
111 262 880	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 53 ONLY

(CONTINUED)

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
111 262 881	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 53 ONLY
111 262 882	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 53 ONLY
111 262 883	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 53 ONLY
111 262 884	13/10/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 53 ONLY

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
111 263 188	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNITS 70 AND 129 ONLY
111 263 189	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNITS 70 AND 129 ONLY
111 263 190	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNITS 70 AND 129 ONLY
111 263 191	13/10/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNITS 70 AND 129 ONLY

(CONTINUED)

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
111 263 192	13/10/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNITS 70 AND 129 ONLY
111 316 368	05/12/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 37 ONLY
111 316 369	05/12/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 37 ONLY
111 316 370	05/12/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 37 ONLY

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
111 316 371	05/12/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 37 ONLY
111 316 372	05/12/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 37 ONLY
111 319 118	07/12/2011	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 60 ONLY
111 319 119	07/12/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 60 ONLY

(CONTINUED)

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SUITE 810, 839-5TH AVE SW
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CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

111 319 120 07/12/2011 DISCHARGE OF BUILDER'S LIEN 101075235
 AND BUILDER'S LIEN 101075236
 AND BUILDER'S LIEN 101076432
 AND BUILDER'S LIEN 101081785
 AND BUILDER'S LIEN 101083554
 AND BUILDER'S LIEN 101083849
 AND BUILDER'S LIEN 101085868
 UNIT 60 ONLY

111 319 121 07/12/2011 DISCHARGE OF BUILDER'S LIEN 101088800
 AND BUILDER'S LIEN 101088872
 AND BUILDER'S LIEN 101089785
 AND BUILDER'S LIEN 101090065
 AND BUILDER'S LIEN 101104779
 AND CERTIFICATE OF LIS PENDENS 101230491
 AND CERTIFICATE OF LIS PENDENS 101244766
 UNIT 60 ONLY

111 319 122 07/12/2011 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
 AND CERTIFICATE OF LIS PENDENS 101264691
 AND CERTIFICATE OF LIS PENDENS 101276374
 AND BUILDER'S LIEN 101281854
 AND CERTIFICATE OF LIS PENDENS 101283672
 AND CERTIFICATE OF LIS PENDENS 101283673
 AND CERTIFICATE OF LIS PENDENS 101284888
 UNIT 60 ONLY

111 334 353 22/12/2011 DISCHARGE OF BUILDER'S LIEN 101063343
 AND BUILDER'S LIEN 101066488
 AND BUILDER'S LIEN 101067936
 AND BUILDER'S LIEN 101067937
 AND BUILDER'S LIEN 101067938
 AND BUILDER'S LIEN 101069579
 AND BUILDER'S LIEN 101070642
 AS TO UNIT 40

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
111 334 354	22/12/2011	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 40
111 334 355	22/12/2011	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 40
111 334 356	22/12/2011	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 40
111 334 357	22/12/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 40

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
121 061 299	14/03/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 21
121 061 437	14/03/2012	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 21
121 061 438	14/03/2012	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 21
121 061 439	14/03/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 21

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CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
CALGARY
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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

121 061 440 14/03/2012 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
AND CERTIFICATE OF LIS PENDENS 101264691
AND CERTIFICATE OF LIS PENDENS 101276374
AND BUILDER'S LIEN 101281854
AND CERTIFICATE OF LIS PENDENS 101283672
AND CERTIFICATE OF LIS PENDENS 101283673
AND CERTIFICATE OF LIS PENDENS 101284888
AS TO UNIT 21

121 068 856 22/03/2012 DISCHARGE OF BUILDER'S LIEN 101063343
AND BUILDER'S LIEN 101066488
AND BUILDER'S LIEN 101067936
AND BUILDER'S LIEN 101067937
AND BUILDER'S LIEN 101067938
AND BUILDER'S LIEN 101069579
AND BUILDER'S LIEN 101070642
AS TO UNIT 62

121 068 857 22/03/2012 DISCHARGE OF BUILDER'S LIEN 101070970
AND BUILDER'S LIEN 101072838
AND BUILDER'S LIEN 101072839
AND BUILDER'S LIEN 101073253
AND BUILDER'S LIEN 101073697
AND BUILDER'S LIEN 101075229
AND BUILDER'S LIEN 101075230
AS TO UNIT 62

121 068 858 22/03/2012 DISCHARGE OF BUILDER'S LIEN 101075235
AND BUILDER'S LIEN 101075236
AND BUILDER'S LIEN 101076432
AND BUILDER'S LIEN 101081785
AND BUILDER'S LIEN 101083554
AND BUILDER'S LIEN 101083849
AND BUILDER'S LIEN 101085868
AS TO UNIT 62

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
121 068 859	22/03/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 62
121 068 860	22/03/2012	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 62
121 068 944	22/03/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 61
121 068 945	22/03/2012	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 61

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
121 068 946	22/03/2012	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 61
121 068 947	22/03/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 61
121 068 948	22/03/2012	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 61
121 107 767	07/05/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 47

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

121 107 768 07/05/2012 DISCHARGE OF BUILDER'S LIEN 101070970
 AND BUILDER'S LIEN 101072838
 AND BUILDER'S LIEN 101072839
 AND BUILDER'S LIEN 101073253
 AND BUILDER'S LIEN 101073697
 AND BUILDER'S LIEN 101075229
 AND BUILDER'S LIEN 101075230
 AS TO UNIT 47

121 107 769 07/05/2012 DISCHARGE OF BUILDER'S LIEN 101075235
 AND BUILDER'S LIEN 101075236
 AND BUILDER'S LIEN 101076432
 AND BUILDER'S LIEN 101081785
 AND BUILDER'S LIEN 101083554
 AND BUILDER'S LIEN 101083849
 AND BUILDER'S LIEN 101085868
 AS TO UNIT 47

121 107 770 07/05/2012 DISCHARGE OF BUILDER'S LIEN 101088800
 AND BUILDER'S LIEN 101088872
 AND BUILDER'S LIEN 101089785
 AND BUILDER'S LIEN 101090065
 AND BUILDER'S LIEN 101104779
 AND CERTIFICATE OF LIS PENDENS 101230491
 AND CERTIFICATE OF LIS PENDENS 101244766
 AS TO UNIT 47

121 107 771 07/05/2012 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
 AND CERTIFICATE OF LIS PENDENS 101264691
 AND CERTIFICATE OF LIS PENDENS 101276374
 AND BUILDER'S LIEN 101281854
 AND CERTIFICATE OF LIS PENDENS 101283672
 AND CERTIFICATE OF LIS PENDENS 101283673
 AND CERTIFICATE OF LIS PENDENS 101284888
 AS TO UNIT 47

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NUMBER	DATE (D/M/Y)	PARTICULARS
121 112 671	11/05/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 29
121 112 696	11/05/2012	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 29
121 112 750	11/05/2012	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 29
121 112 813	11/05/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 29

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CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
121 112 854	11/05/2012	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 29
121 120 576	18/05/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 36
121 120 577	18/05/2012	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 36
121 120 578	18/05/2012	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 36

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
121 120 579	18/05/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 36
121 120 580	18/05/2012	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 36
121 249 511	24/09/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 10
121 249 512	24/09/2012	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 10

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER

DATE (D/M/Y)

PARTICULARS

121 249 513 24/09/2012 DISCHARGE OF BUILDER'S LIEN 101075235
AND BUILDER'S LIEN 101075236
AND BUILDER'S LIEN 101076432
AND BUILDER'S LIEN 101081785
AND BUILDER'S LIEN 101083554
AND BUILDER'S LIEN 101083849
AND BUILDER'S LIEN 101085868
AS TO UNIT 10

121 249 514 24/09/2012 DISCHARGE OF BUILDER'S LIEN 101088800
AND BUILDER'S LIEN 101088872
AND BUILDER'S LIEN 101089785
AND BUILDER'S LIEN 101090065
AND BUILDER'S LIEN 101104779
AND CERTIFICATE OF LIS PENDENS 101230491
AND CERTIFICATE OF LIS PENDENS 101244766
AS TO UNIT 10

121 249 515 24/09/2012 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
AND CERTIFICATE OF LIS PENDENS 101264691
AND CERTIFICATE OF LIS PENDENS 101276374
AND BUILDER'S LIEN 101281854
AND CERTIFICATE OF LIS PENDENS 101283672
AND CERTIFICATE OF LIS PENDENS 101283673
AND CERTIFICATE OF LIS PENDENS 101284888
AS TO UNIT 10

121 252 587 26/09/2012 DISCHARGE OF BUILDER'S LIEN 101063343
AND BUILDER'S LIEN 101066488
AND BUILDER'S LIEN 101067936
AND BUILDER'S LIEN 101067937
AND BUILDER'S LIEN 101067938
AND BUILDER'S LIEN 101069579
AND BUILDER'S LIEN 101070642
AS TO UNIT 3

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

121 252 588 26/09/2012 DISCHARGE OF BUILDER'S LIEN 101070970
AND BUILDER'S LIEN 101072838
AND BUILDER'S LIEN 101072839
AND BUILDER'S LIEN 101073253
AND BUILDER'S LIEN 101073697
AND BUILDER'S LIEN 101075229
AND BUILDER'S LIEN 101075230
AS TO UNIT 3

121 252 776 26/09/2012 DISCHARGE OF BUILDER'S LIEN 101075235
AND BUILDER'S LIEN 101075236
AND BUILDER'S LIEN 101076432
AND BUILDER'S LIEN 101081785
AND BUILDER'S LIEN 101083554
AND BUILDER'S LIEN 101083849
AND BUILDER'S LIEN 101085868
AS TO UNIT 3

121 252 777 26/09/2012 DISCHARGE OF BUILDER'S LIEN 101088800
AND BUILDER'S LIEN 101088872
AND BUILDER'S LIEN 101089785
AND BUILDER'S LIEN 101090065
AND BUILDER'S LIEN 101104779
AND CERTIFICATE OF LIS PENDENS 101230491
AND CERTIFICATE OF LIS PENDENS 101244766
AS TO UNIT 3

121 252 799 26/09/2012 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
AND CERTIFICATE OF LIS PENDENS 101264691
AND CERTIFICATE OF LIS PENDENS 101276374
AND BUILDER'S LIEN 101281854
AND CERTIFICATE OF LIS PENDENS 101283672
AND CERTIFICATE OF LIS PENDENS 101283673
AND CERTIFICATE OF LIS PENDENS 101284888
AS TO UNIT 3

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
CALGARY
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(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

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CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
121 252 990	26/09/2012	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 7
121 253 001	26/09/2012	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 7
121 253 009	26/09/2012	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 7
121 253 021	26/09/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 7

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

121 253 031 26/09/2012 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
AND CERTIFICATE OF LIS PENDENS 101264691
AND CERTIFICATE OF LIS PENDENS 101276374
AND BUILDER'S LIEN 101281854
AND CERTIFICATE OF LIS PENDENS 101283672
AND CERTIFICATE OF LIS PENDENS 101283673
AND CERTIFICATE OF LIS PENDENS 101284888
AS TO UNIT 7

121 255 438 28/09/2012 DISCHARGE OF BUILDER'S LIEN 101063343
AND BUILDER'S LIEN 101066488
AND BUILDER'S LIEN 101067936
AND BUILDER'S LIEN 101067937
AND BUILDER'S LIEN 101067938
AND BUILDER'S LIEN 101069579
AND BUILDER'S LIEN 101070642
AS TO UNIT 9

121 255 439 28/09/2012 DISCHARGE OF BUILDER'S LIEN 101070970
AND BUILDER'S LIEN 101072838
AND BUILDER'S LIEN 101072839
AND BUILDER'S LIEN 101073253
AND BUILDER'S LIEN 101073697
AND BUILDER'S LIEN 101075229
AND BUILDER'S LIEN 101075230
AS TO UNIT 9

121 255 461 28/09/2012 DISCHARGE OF BUILDER'S LIEN 101075236
AND BUILDER'S LIEN 101075235
AND BUILDER'S LIEN 101076432
AND BUILDER'S LIEN 101081785
AND BUILDER'S LIEN 101083554
AND BUILDER'S LIEN 101083849
AND BUILDER'S LIEN 101085868
AS TO UNIT 9

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
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(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
121 255 462	28/09/2012	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 9
121 255 482	28/09/2012	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 9
131 021 456	23/01/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 54 ONLY
131 021 469	23/01/2013	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 54 ONLY

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
CALGARY
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THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 021 478	23/01/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 54 ONLY
131 021 485	23/01/2013	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 54 ONLY
131 021 500	23/01/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 54 ONLY
131 086 727	17/04/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 48

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CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
CALGARY
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CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

131 086 728 17/04/2013 DISCHARGE OF BUILDER'S LIEN 101070970
 AND BUILDER'S LIEN 101072838
 AND BUILDER'S LIEN 101072839
 AND BUILDER'S LIEN 101073253
 AND BUILDER'S LIEN 101073697
 AND BUILDER'S LIEN 101075229
 AND BUILDER'S LIEN 101075230
 AS TO UNIT 48

131 086 729 17/04/2013 DISCHARGE OF BUILDER'S LIEN 101075235
 AND BUILDER'S LIEN 101075236
 AND BUILDER'S LIEN 101076432
 AND BUILDER'S LIEN 101081785
 AND BUILDER'S LIEN 101083554
 AND BUILDER'S LIEN 101083849
 AND BUILDER'S LIEN 101085868
 AS TO UNIT 48

131 086 730 17/04/2013 DISCHARGE OF BUILDER'S LIEN 101088800
 AND BUILDER'S LIEN 101088872
 AND BUILDER'S LIEN 101089785
 AND BUILDER'S LIEN 101090065
 AND BUILDER'S LIEN 101104779
 AND CERTIFICATE OF LIS PENDENS 101230491
 AND CERTIFICATE OF LIS PENDENS 101244766
 AS TO UNIT 48

131 086 731 17/04/2013 DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920
 AND CERTIFICATE OF LIS PENDENS 101264691
 AND CERTIFICATE OF LIS PENDENS 101276374
 AND BUILDER'S LIEN 101281854
 AND CERTIFICATE OF LIS PENDENS 101283672
 AND CERTIFICATE OF LIS PENDENS 101283673
 AND CERTIFICATE OF LIS PENDENS 101284888
 AS TO UNIT 48

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
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(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

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CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 106 853	08/05/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 17
131 106 854	08/05/2013	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 17
131 106 855	08/05/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 17
131 106 856	08/05/2013	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 17

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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SUITE 810, 839-5TH AVE SW
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CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 106 857	08/05/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 17
131 116 639	21/05/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 AS TO UNIT 23
131 116 640	21/05/2013	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 23
131 116 641	21/05/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 AS TO UNIT 23

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
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 SUITE 810, 839-5TH AVE SW
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 CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 116 642	21/05/2013	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 23
131 116 643	21/05/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 23
131 191 215	07/08/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 49 ONLY
131 191 232	07/08/2013	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 49 ONLY

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321

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CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 191 271	07/08/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 49 ONLY
131 191 290	07/08/2013	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 49 ONLY
131 191 298	07/08/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 49 ONLY
131 208 859	21/08/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AND BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AND BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AND BUILDER'S LIEN 101070642 UNIT 56 ONLY

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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131 208 885	21/08/2013	DISCHARGE OF BUILDER'S LIEN 101070970 AND BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AND BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 56 ONLY
131 208 912	21/08/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AND BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AND BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AND BUILDER'S LIEN 101085868 UNIT 56 ONLY
131 208 926	21/08/2013	DISCHARGE OF BUILDER'S LIEN 101088800 AND BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AND BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AND CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 56 ONLY
131 208 958	21/08/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AND CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AND CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AND CERTIFICATE OF LIS PENDENS 101284888 UNIT 56 ONLY
131 229 976	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 UNIT 30

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 229 977	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 UNIT 30
131 229 992	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 UNIT 30
131 229 993	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101070642 AND BUILDER'S LIEN 101070970 UNIT 30
131 230 010	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 UNIT 30
131 230 011	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 UNIT 30
131 230 028	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 30
131 230 029	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 UNIT 30
131 230 041	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 UNIT 30
131 230 042	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 UNIT 30
131 230 052	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101085868 AND BUILDER'S LIEN 101088800 UNIT 30

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8
(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
131 230 053	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 UNIT 30
131 230 065	11/09/2013	DISCHARGE OF BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 UNIT 30
131 230 066	11/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 UNIT 30
131 230 079	11/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 UNIT 30
131 230 080	11/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 UNIT 30
131 230 085	11/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 UNIT 30
131 230 086	11/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101284888 UNIT 30
131 233 284	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101063343 AND BUILDER'S LIEN 101066488 AS TO UNIT 63
131 233 285	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101067936 AND BUILDER'S LIEN 101067937 AS TO UNIT 63
131 233 295	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101067938 AND BUILDER'S LIEN 101069579 AS TO UNIT 63
131 233 296	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101070642 AND BUILDER'S LIEN 101070970

(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321

ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD

SUITE 810, 839-5TH AVE SW

CALGARY

ALBERTA T2P3C8

(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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AS TO UNIT 63

131 233 323	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101072838 AND BUILDER'S LIEN 101072839 AS TO UNIT 63
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131 233 324	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101073253 AND BUILDER'S LIEN 101073697 AS TO UNIT 63
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131 233 327	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 AS TO UNIT 63
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131 233 328	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101075235 AND BUILDER'S LIEN 101075236 AS TO UNIT 63
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131 233 331	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101076432 AND BUILDER'S LIEN 101081785 AS TO UNIT 63
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131 233 332	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101083554 AND BUILDER'S LIEN 101083849 AS TO UNIT 63
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131 233 334	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101085868 AND BUILDER'S LIEN 101088800 AS TO UNIT 63
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131 233 335	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101088872 AND BUILDER'S LIEN 101089785 AS TO UNIT 63
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131 233 337	13/09/2013	DISCHARGE OF BUILDER'S LIEN 101090065 AND BUILDER'S LIEN 101104779 AS TO UNIT 63
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131 233 338	13/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101230491 AND CERTIFICATE OF LIS PENDENS 101244766 AS TO UNIT 63
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(CONTINUED)

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321
ADDRESS: CONDOMINIUM FIRST MANAGEMENT SERVICES LTD
SUITE 810, 839-5TH AVE SW
CALGARY
ALBERTA T2P3C8

(DATA UPDATED BY: CHANGE OF ADDRESS 121108620)

THE FOLLOWING IS A LIST OF REGISTRATIONS MADE AGAINST THE
CONDOMINIUM PLAN AND ANY REDIVISION THEREOF.
REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
131 233 342	13/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920 AND CERTIFICATE OF LIS PENDENS 101264691 AS TO UNIT 63
131 233 343	13/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101276374 AND BUILDER'S LIEN 101281854 AS TO UNIT 63
131 233 348	13/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101283672 AND CERTIFICATE OF LIS PENDENS 101283673 AS TO UNIT 63
131 233 349	13/09/2013	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101284888 AS TO UNIT 63

TOTAL INSTRUMENTS: 230

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CONDOMINIUM
ADDITIONAL PLAN SHEET REPRESENTED HEREIN THIS
25 DAY OF SEPTEMBER, 2013 AT 09:02 A.M.

ORDER NUMBER: 24452070

CUSTOMER FILE NUMBER: 2933 1121689



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

SCHEDULE "7"

10/07/2012 14:00:00

OFFER TO PURCHASE

Legal Unit Number 33

(Suite Number 206)

10 Shawnee Hill S.W. in Calgary, Alberta.

OR

Legal Unit Number _____

(Townhome Number _____)

146 ~~Shawnee Gate, S.W. in Calgary, Alberta~~

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN 10 DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE PARTIES TO IT.



DELOITTE & TOUCHE INC., now Deloitte Restructuring Inc.

in its capacity as Court-appointed receiver and manager of Perera Shawnee Ltd. ("PSL"), and not in its personal capacity

(the "Vendor")

-and-

Leonard Krause Kristyna Krause
(full name for title registration purposes)

[Redacted Signature]

408 256-5014 926-3156
(home number) (work number) (fax number)

Leonard.Krause@gmail.com
(e-mail address)
Kristyna.Krause@gmail.com
(the "Purchaser")

1. The Purchase

1.1 The Purchaser offers to purchase, from the Vendor, the Condominium Unit (as hereinafter defined) for the total price of \$ 345,000 (the "Purchase Price") and more particularly described as follows: 350,000 *by May 2*

- (a) Unit Number 33 Part 1 of 3 (Suite Number 306), Parking Unit Number 33 Part 2 of 3, and Storage Unit Number 33 Part 3 of 3 in Condominium Plan 0915321 (the "Condominium Plan") being constructed at 10 Shawnee Hill S.W. in Calgary, Alberta (Parts 2, 3 are hereinafter collectively referred to as the "Suite"). A copy of the Condominium Plan, which was registered at the Land Titles Office (Alberta) (the "LTO") on December 7, 2009, is included in Schedule "A" to this Offer to Purchase; and
- (b) The shares in the common property allocated to the purchaser's Suite, excepting thereout all mines and minerals (the "Unit Factor").

1.2 The Suite and the Unit Factor are collectively hereinafter referred to as the "Condominium Unit".

CALGARY 244002

January 4, 2012

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1.3 This Offer to Purchase shall be open for acceptance by the Vendor until 4:30 pm August 9, 2013 (the "Deadline").

1.4 In the event that the Vendor accepts this Offer to Purchase prior to the Deadline, the Purchaser shall be obligated to purchase the Condominium Unit from the Vendor in accordance with the terms and conditions set out herein.

1.5 In the event that the Vendor does not accept this Offer to Purchase prior to the Deadline, this Offer to Purchase shall be null, void and of no force or effect.

2. Payment

2.1 The Purchase Price is more completely described as follows:

(a) Purchase Price for the Suite (not including GST) \$

333,333.33

(b) Additional Parking Stall Unit No. _____
(Legal Unit No. _____, if applicable)

\$ 0

(c) Additional Storage Locker Unit No. _____

\$ 0

TOTAL PURCHASE PRICE (not including GST)

333,333.33
327,150 332,500

(d) Plus 5% GST

16,666.67
17,250.17 17,500

TOTAL PURCHASE PRICE (including GST)

345,000 350,000

(e) Less Purchaser's Deposit (as hereinafter defined) \$

10,000 15,000

BALANCE DUE ON CLOSING

\$ 335,000

3. Deposit

3.1 The Purchaser shall pay a deposit of \$ 15,000 (the "Purchaser's Deposit") to the Vendor upon the presentation of this Offer to Purchase to the Vendor.

3.2 The Purchaser's Deposit, will be promptly returned to the Purchaser without interest if and only if:

3.4 If Vendor returns the Purchaser's Deposit in accordance with the terms of this Agreement, neither the Purchaser nor the Vendor have any further recourse under this Agreement.

3.6 Any interest earned upon funds held in trust pursuant to this Agreement shall accrue to the Vendor.

4. Closing, Conveyance and Mortgage Financing

4.2 The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion and for any reason, change the Closing Date to a new date other than the date specified in 4.1

CAUTION: 201102

January 4, 2012

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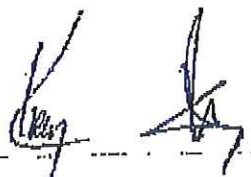
- 4.4 The Purchaser shall pay any costs associated with the registration of the Approval and Vesting Order (as defined herein) at the LTO and the Purchaser's mortgage(s) (if any) on title to the Condominium Unit.
- 4.5 The Purchaser shall pay the Purchase Price, less the Purchaser's Deposit (the "Balance of the Purchase Price") to the Vendor on the Closing Date.
- 4.6 The Purchaser covenants to take possession of the Condominium Unit on the Closing Date, provided the interior of the Suite and the common property is substantially completed even though all exterior work on the Condominium Unit, the related common property, the landscaping, the fencing, exterior lighting and garbage pads or enclosures may not at such time be fully completed and other seasonal deficiencies may be outstanding.
- 4.7 The Vendor shall allow the Purchaser to make an inspection of the Condominium Unit prior to or on the Closing Date to verify that the Condominium Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an Inspection sheet (the "Inspection Sheet"). Except as to the items specifically listed on the Inspection Sheet, the Purchaser shall be conclusively deemed to have accepted the Condominium Unit, PROVIDED HOWEVER that such acceptance shall not in any way affect the warranty given by the Alberta New Home Warranty Program (the "Program") as specified in Schedule "H" to this Offer to Purchase (the "Warranty").
- 4.8 The Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors, representatives of the Program and municipal employees, shall have the right of entry and access to the Condominium Unit and the common property after the Closing Date in order to complete any incomplete items, inspect the Condominium Unit and make any repairs or modifications to the Condominium Unit and the common property.
- 4.9 The Purchaser acknowledges that the area of the Condominium Unit has been determined on the basis described on the Condominium Plan and accepts the same.

*****5*****

- 4.10 The Purchaser shall not enter the Suite or the common property other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying, sent or invited by the Purchaser (hereinafter called a "Trespasser") resulting from their entry into the Suite or the common property without permission, whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry into the Suite or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.
- 4.11 The Purchaser shall not display "For Sale" signs within its Suite or anywhere in the Condominium Unit or on the Common Property until such time that the Vendor has sold all Condominium Units within the Highbury Project. The Purchaser hereby authorizes the Vendor or Condominium Corporation No. 0915321 that was created pursuant to the Act (the "Corporation") to remove such signs in the event the Purchaser is in breach of this obligation. This section shall survive the transfer of title to the Condominium Unit and the closing of this transaction.

5. Conditions Precedent

- 5.1 The obligation of the Parties pursuant to this Agreement are subject to the satisfaction of the following conditions precedent on or before the Closing Date:
- (a) the issuance of an Order by the Court of Queen's Bench of Alberta (the "Court") authorizing the Receiver to enter into this Agreement and approving the transfer of the Condominium Unit to the Purchaser free and clear of all encumbrances other than Permitted Encumbrances (as defined herein) (the "Approval and Vesting Order").



2009-01-04 10:00:00

determined by applying the Unit Factor for the Condominium Unit to the total of such expenses. Any estimated budget which is presented to the Purchaser is for informational purposes only.

- 7.3 The Vendor will have the right to arrange for management of the Condominium Plan on fundamentally those terms and conditions as set out in the management agreement referred to in Schedule "C" and the Purchaser acknowledges that management costs for the project shall be included in common expenses.
- 7.4 The Vendor shall be maintaining and operating show units in the Highbury Project and any by-law which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.

8. **Disclosure** Section 8.1(i) Schedule "I" Report and Budget Estimate for Phase I Repair Deficiencies and Complete Construction dated Feb 1, 2013 and the Receiver's response letter dated May 21, 2013

8.1 The Purchaser acknowledges that the Condominium Unit is or will be a unit in the Condominium Plan and the Purchaser further acknowledges that the Purchaser has, with or before the submission hereof, received a copy of this Agreement and copies of the following:

- (a) **Schedule "A"**: The Condominium Plan as registered with LTO on December 7, 2009, including the Phased Development Disclosure Statement;
- (b) **Schedule "B"**: Site plan and landscaping plan being drawings showing the location of fences, roadways walkways, parking areas and landscaping;
- (c) **Schedule "C"**: Proposed Management Agreement;
- (d) **Schedule "D"**: Proposed Condominium Operating Budget and the estimated amount of the monthly contributions of each unit in the project;
- (e) **Schedule "E"**: Registered By-laws;
- (f) **Schedule "F"**: Registered Restrictive Covenant (Parking);
- (g) **Schedule "G"**: Registered Restrictive Covenant (Storage Lockers); and

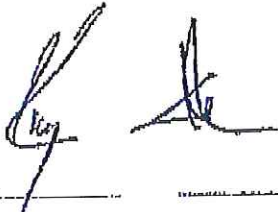
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(b) **Schedule "B": Alberta New Home Warranty Program Warranty.**

8.2 The Vendor hereby advises the Purchaser that, and the Purchaser acknowledges and agrees that:

- (a) The Vendor was appointed as receiver and manager of PSL pursuant to an Order issued by the Court on March 3, 2010 (the "Receivership Order").
- (b) At the time that the Receivership Order was issued:
 - (i) PSL was constructing a three-phase condominium development in southwestern Calgary that was commonly known as the Highbury (the "Highbury Project"); and
 - (ii) construction on the first phase of the Highbury Project ("Phase One") was substantially complete, and preliminary construction on the second phase ("Phase Two") and the third phase ("Phase Three") has been commenced.
- (c) The Condominium Unit is in Phase One.
- (d) Certain information schedules were prepared by PSL and provided to persons who entered into purchase agreements with PSL for the purchase of a condominium unit in the Highbury Project prior to the issuance of the Receivership Order. The Vendor does not intend to complete or construct the Highbury Project in the manner that was originally contemplated by Perera Shawnee Ltd. and does not represent, warrant or otherwise agree to complete or construct the Highbury Project in the manner originally contemplated by Perera Shawnee Ltd. Schedule "B" attached shows the roadways, walkways, fences, parking areas and landscaping that the Vendor intends to construct or complete.
- (e) Pursuant to the Receivership Order the Vendor is at liberty and is empowered and has arranged to borrow funds not exceeding the principal amount of \$7,300,000 (or such greater amount as the Court may by further Order authorize). The

CALGARY20140312



January 4, 2012



and the Highbury Project

Vendor has completed a budget (the "Budget") for the cost to complete the Vendor's Construction Plans (as hereinafter defined) and currently plans to:

- (i) complete the construction of Phase One of the Highbury Project; and
- (ii) construct Phase Two and Phase Three of the Highbury Project to the P1 level.

(collectively, the "Vendor's Construction Plans").

- (f) The Vendor will complete the Vendor's Construction Plans, provided that the cost to complete the Vendor's Construction Plans does not exceed the Budget.
- (g) The Vendor intends to sell Phase Two and Phase Three and possibly any unsold units on an en bloc basis in Phase One of the Highbury Project to a third-party (the "Transaction"), provided that a satisfactory purchase price (as determined by the Vendor in its sole discretion) is obtained for the Transaction and the Transaction is approved and authorized by the Court.

8.3 The Purchaser acknowledges and agrees that he/she is purchasing the interior and exterior finishing of the Condominium Unit and all of the common property associated with the Condominium Unit, the Plan and the Highbury Project on an "as is, where is" basis and that the Vendor makes no representations or warranties other than outlined in Schedule "B" with respect to the Condominium Unit, the Plan and the Highbury Project. The Purchaser further acknowledges and agrees that he/she has relied entirely upon his own inspection and investigation with respect to the quantity, quality, and value of the Condominium Unit, the Plan and the Highbury Project. As the Interior/ Exterior finishing of the Unit and the Building are substantially complete, no further description of the same is provided herein.

8.4 The Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes and modifications to any of the Schedules that the Vendor deems are necessary or advisable, as determined by the Vendor at its sole discretion acting reasonably, at any time before or after the execution of this Agreement provided that the changes will not

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materially alter or affect the value, amenities, appearance or marketability of the property purchased by the Purchaser. The Purchaser acknowledges and agrees that the Vendor shall be at liberty to make such changes in any document as may be (and to the extent) required by any mortgagee providing interim or permanent financing for the Project or its mortgage insurer or by any government agency.

- 8.5 The Purchaser acknowledges and agrees that they are aware and have been informed by the Vendor that as at January 13, 2011 all of the following lawsuits that were commenced against the Corporation in the Court, have been discontinued as against the Corporation: Action No. 1001-11316, Action No. 1001-13363, Action Number 1001-13364, Action No. 1001-13365, Action No. 1001-13738 and Action No. 1001-14166, and that the Vendor is not aware of any other lawsuits naming the Corporation in Alberta.

9. Further Assurances

- 9.1 The Parties hereto agree to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intent and meaning of this Agreement.

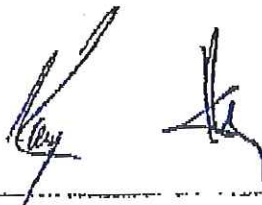
10. Entire Agreement

- 10.1 The Parties confirm that this Agreement and the annexed Schedules constitute the entire agreement and that there are no further or other conditions, representations, warranties, undertakings, guarantees, promises or agreements either expressed or implied either by law or custom save those mentioned in this Agreement and the annexed Schedules, and that no oral or written agreements, representations, promises or any warranty made by any person shall be binding upon the Vendor unless made in writing and signed on behalf of the Vendor by its duly authorized officers.

11. Termination and Breach

- 11.1 The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement upon written notice to that effect to the Purchaser in the following circumstances:

CALGARY 2010012



January 4, 2012



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- 12.2 Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors for all the units total 10,000 as required by law.

13. Notices

- 13.1 All notices required herein shall be in writing and shall be delivered by electronic mail:

- (a) to the Purchaser at the e-mail address shown on the first page of this Agreement;
and
- (b) to the Vendor at the address shown on the first page of this Agreement.

- 13.2 Any notices shall be deemed to be received twenty-four (24) hours after sending the e-mail.

14. Time

- 14.1 Time shall be of the essence in this Agreement.

15. Purchaser Caveat Restrictions

- 15.1 The Purchaser acknowledges that registration of a caveat or other instrument respecting this Agreement or any secondary financing may affect construction of the Project and the Purchaser therefore covenants that he/she will not register such a caveat or instrument against the title to all or any portion of the land comprising the Condominium Unit.

16. Title, Encumbrances and By-Laws

- 16.1 The Condominium Unit is sold subject to the Act, as amended, and the implied easements thereunder, any City of Calgary, private or other utility right of way and any other registered or to be registered caveats, private easements, encroachment agreements, restrictive covenants, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities, and any Purchaser mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser (collectively, the "Permitted Encumbrances"). The Vendor will, after receipt and



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return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. All proceeds of any insurance policies in force shall belong to the Vendor, however, if neither party elects to cancel this Agreement, the Purchaser shall be entitled to an assignment of insurance proceeds in respect of the material loss or damage to the Condominium Unit, if any. All other remedies and claims of the Purchaser in the event of such damage are hereby waived. The Condominium Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

19. Assignment Restriction and Enurement

19.1 This Agreement shall not be assigned by the Purchaser before final closing without the prior consent of the Vendor which consent may not be arbitrarily withheld. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and permitted assigns of the Parties hereto.

19.2 The Vendor will be entitled to sell and/or assign its rights, benefits and/or obligations under this Agreement without the consent of the Purchaser.

20. Force Majeure

20.1 The Vendor shall not be or be deemed to be in default hereunder for any delay due to strikes, acts of God, or other force majeure or any cause whatsoever beyond the Vendor's control.

21. Non-Merger

21.1 All the covenants and obligations contained in this Agreement to be performed or observed by the Purchaser shall in no way merge with the transfer of the Condominium Unit hereunder and shall in all respects remain in full force and effect notwithstanding conveyance of the Condominium Unit to the Purchaser and the payment of the Purchase Price.

word: singular & plural

22. Applicable Law

22.1 This offer to purchase, and any contract constituted on acceptance hereof, shall be governed under and by the laws of the Province of Alberta.

23. Headings

23.1 The headings throughout this Agreement are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Agreement or any provision thereof.

24. Singular / Plural

24.1 This Agreement constituted by its acceptance by the Vendor is to be read with all changes of number or gender required by the context and where this Agreement is executed by more than one person or party as Purchaser, all covenants, conditions and agreements herein contained shall be construed and taken as against all executing Purchasers as joint and several.

25. Vendor's Right to Cancel and Terminate

25.1 The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement for any reason the Vendor deems appropriate, as determined by the Vendor in its sole discretion.

25.2 In the event that the Vendor cancels and terminates this Agreement in accordance with Article 25.1, this Agreement shall terminate and be null, void and of no force or effect.

26. Privacy Consent

26.1 By entering into this Agreement, it is necessary for the Vendor to collect personal information from you. This information includes but is not limited to:

- (a) name, address, telephone number, fax number and e-mail address;

2003 5/12/2013 6:04:00 PM

- (b) information as required by the Canadian Government *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (FINTRAC), which include date of birth, occupation and proof of identity documentation.
 - (c) municipal and legal descriptions for the Condominium Unit;
 - (d) the purchase agreement for the Condominium Unit including financial information, all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase of the Condominium Unit;
 - (e) information about any remedial or other service work done to the Condominium Unit;
 - (f) any information about a request for assistance or warranty claim about the Condominium Unit including information provided to a warranty provider;
 - (g) insurance information;
 - (h) information provided to or received from third party contractors, suppliers, consultants and lawyers who provide work or services to you or us with respect to the Condominium Unit; and
 - (i) information from or to the Corporation for the Condominium Unit.
- 26.2 The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor for the purposes set out above.

27. Amendment

- 27.1 Any amendments to this Agreement shall be made in writing, duly executed by both Parties.

www.buyside.com

DATED at the City of Calgary, in the Province of Alberta, this 5 day of August, 2012
2012.

SIGNED in the presence of:

Witness

Purchaser's Signature

Additional Purchaser's Signature (if applicable)



- 18 -

ACCEPTANCE

The Vendor hereby accepts the Offer to Purchase.

DATED at the City of Calgary, in the Province of Alberta, this 13TH day of AUGUST, 2013.

now Deloitte Restructuring Inc.
Deloitte & Touche Inc., in its capacity as
receiver and manager of Perera Shawnee
Ltd., and not in its personal capacity

Per: 

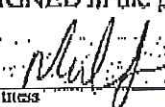
Authorized Signatory


w/s

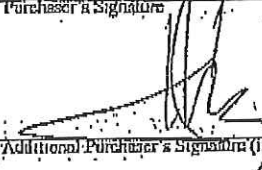
THE PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THE WITHIN AGREEMENT INCLUDING ALL SCHEDULES AND ACKNOWLEDGES THAT THE PURCHASER HAS READ AND UNDERSTANDS THE TERMS, PROVISIONS, CONDITIONS AND LIMITS THAT ARE SPECIFIED IN ALL SCHEDULES AND ALL DOCUMENTS REFERRED TO HEREIN WHICH PERTAIN TO THE PROJECT AND THIS AGREEMENT.


11 DAY OF August 2013

SIGNED in the presence of:


Witness


Purchaser's Signature


Additional Purchaser's Signature (if applicable)


January 4, 2012

Alberta
Real Estate

RESIDENTIAL PURCHASE CONTRACT

NOTICE

(Not Waiver/Reliance of Conditions)

This Notice is attached to and forms part of the Residential Purchase Contract # Suite 306 Highbury

Municipal Address 306 10 Shawnee Hill SW, Calgary, AB

1. I am the Seller/Buyer of the Property in the Residential Purchase Contract # Suite 306 Highbury (the "Contract").

The condition(s) in that Contract that I now unilaterally waive or have satisfied is (are):

Insert Clauses Add Blank Page Remove Last Page Insert Original Clauses

The sellers waive all conditions within the offer to purchase contract between Leonard Krauze/Krystyna Krauze and Deloitte & Touche Inc. Signed by the buyers on August 11th, 2013

2. All other provisions in the Contract remain in full force and effect.
3. In this notice, the singular shall be constituted as the plural where the context so requires.
4. This notice shall ensure to the benefit and be binding upon my heirs, executors, administrators, successors and assigns.
5. As per the Contract, if a notice has not been given to the other party before 9 p.m. on or before the stated Condition Day, then the transaction is ended.

SIGNED in the presence of a witness, and DATED in Calgary

on 11 August 21 2013

Buyer
&
Buyer

Witness
Witness

If needed for commercial transactions:

For:
Authorized Signing Officer(s)

Witness

For:
Authorized Signing Officer(s)

Witness

SCHEDULE "8"



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0034 152 116 0915321;33 091 368 709 +32

LEGAL DESCRIPTION
CONDOMINIUM PLAN 0915321
UNIT 33
AND 37 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;23;4;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 071 171 221

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
091 368 709	07/12/2009	CONDOMINIUM PLAN		

OWNERS

PERERA SHAWNEE LTD.
OF 425-78 AVENUE SW
CALGARY
ALBERTA T2V 5K5

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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 : EASEMENT CAVEATOR - FRANCES LORRAINE REHMAN 620-146 AVE SW CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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091 368 709 +32

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T2Y1N6 (DATA UPDATED BY: 121088954)
071 422 840	23/08/2007	MORTGAGE MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD. P.O. BOX 908, CALGARY ALBERTA T2P2J6 ORIGINAL PRINCIPAL AMOUNT: \$65,000,000
071 422 841	23/08/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD. #1100, 333-7 AVE SW CALGARY ALBERTA T2P2Z1 AGENT - LAWRENCE D LEON
071 476 257	24/09/2007	CAVEAT RE : RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE - ENMAX POWER CORPORATION. AS TO PORTION OR PLAN:0911884 THAT PORTION SHOWN AS R/W "B"
091 368 708	07/12/2009	CAVEAT RE : RESTRICTIVE COVENANT
091 374 432	10/12/2009	RESTRICTIVE COVENANT
091 374 433	10/12/2009	RESTRICTIVE COVENANT
101 062 573	03/03/2010	BUILDER'S LIEN LIENOR - PRECISION ALUMINUM MANUFACTURING INC. 402-53 AVE SE CALGARY ALBERTA T2H0N4 AMOUNT: \$4,000
101 063 343	03/03/2010	BUILDER'S LIEN LIENOR - EMCO CORPORATION. ATTN: JAMIE P FLANAGAN MCLENNAN ROSS LLP 1600, 300-5 AVE SW CALGARY ALBERTA T2P3C4 AGENT - JAMIE P FLANAGAN AMOUNT: \$45,130

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
101 066 488	05/03/2010	BUILDER'S LIEN LIENOR - MIRCOM DISTRIBUTION (BC) INC. C/O BENNETT JONES LLP ATTENTION: LAWRENCE ATOR 4500 BANKERS HALL EAST 855-2 STREET SW CALGARY ALBERTA T2P4K7 AGENT - HEATHER FARYNA AMOUNT: \$66,717
101 067 936	08/03/2010	BUILDER'S LIEN LIENOR - 759450 ALBERTA LTD. O/A INTERIOR FINISHING. 1421, 151 COUNTRY VILLAGE RD NE CALGARY ALBERTA T3K5X5 AGENT - BERNARD BUGEAUD AMOUNT: \$49,853
101 067 938	08/03/2010	BUILDER'S LIEN LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA) LTD. ATTN: JAMES L LEBO, MCLENNAN ROSS LLP 1600, 300 - 5 AVE SW CALGARY ALBERTA T2P3C4 AGENT - JAMES L LEBO AMOUNT: \$502,689
101 069 174	09/03/2010	BUILDER'S LIEN LIENOR - ADLER FIRESTOPPING LTD. 102, 10171 SASKATCHEWAN DRIVE EDMONTON ALBERTA T6E4R5 AGENT - RANDY PERRY AMOUNT: \$30,846
101 071 142	10/03/2010	BUILDER'S LIEN LIENOR - COAST WHOLESALE APPLIANCES GP INC. C/O HOFFMAN DORCHIK LLP 600, 5920 MACLEOD TRAIL S CALGARY ALBERTA T2H0K2 AGENT - AL STYLES AMOUNT: \$268,070
101 071 143	10/03/2010	BUILDER'S LIEN LIENOR - THE FINISHING CENTRE LTD.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

2719-5TH AVE NE
CALGARY
ALBERTA T2A2L6
AGENT - CHRIS VAN HEES
AMOUNT: \$14,281

101 072 838 11/03/2010 BUILDER'S LIEN
LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD.
TIRO CLARKE
SUITE 301, 522 - 11 AVE SW
CALGARY
ALBERTA T2R0C8
AGENT - TIRO CLARKE
AMOUNT: \$11,597

101 072 839 11/03/2010 BUILDER'S LIEN
LIENOR - UNITED RENTALS OF CANADA, INC.
C/O SMITH MACK LAMARSH
450, 808-4 AVE SW
CALGARY
ALBERTA T2P3E8
AGENT - KAREN D JACOBSON
AMOUNT: \$34,255

101 072 840 11/03/2010 BUILDER'S LIEN
LIENOR - MORWEST CRANE & SERVICES LTD.
C/O 3408- 114 AVENUE SE
CALGARY
ALBERTA T2Z3V6
AGENT - JASON TALMAN
AMOUNT: \$401,859

101 075 229 15/03/2010 BUILDER'S LIEN
LIENOR - 1412705 ALBERTA LIMITED.
C/O MCLENNAN ROSS LLP
ATTENTION: JAMIE P. FLANAGAN
1600, 300-5 AVENUE SW
CALGARY
ALBERTA T2P3C4
AGENT - JAMIE P FLANAGAN
AMOUNT: \$838,069

101 075 230 15/03/2010 BUILDER'S LIEN
LIENOR - JMMK PLUMBING & HEATING INC.
C/O WARREN TETTENSOR AMANTEA LLP
ATTENTION: JOSEPH B AMANTEA
1413 - 2ND STREET SW
CALGARY
ALBERTA T2R0W7

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AGENT - JOE CHAISSON
AMOUNT: \$126,838

101 075 235 15/03/2010 BUILDER'S LIEN
LIENOR - GLOBAL STONE INC.
C/O WARREN TETTENSOR AMANTEA LLP
ATTENTION JOSEPH B AMANTEA
1413 - 2 STREET SW
CALGARY
ALBERTA T2R0W7
AGENT - JACOB LAPID
AMOUNT: \$41,995

101 075 236 15/03/2010 BUILDER'S LIEN
LIENOR - NOVASTONE INC.
C/O WARREN TETTENSOR AMANTEA LLP
ATTENTION: JOSEPH B AMANTEA
1413 - 2ND STREET SW
CALGARY
ALBERTA T2R0W7
AGENT - JACOB LAPID
AMOUNT: \$8,269

101 076 429 16/03/2010 BUILDER'S LIEN
LIENOR - KORDICK ENTERPRISES LTD.
C/O MESSRS KENNEDY AGRIOS LLP
1325 MANULIFE PLACE
10180-101 STREET
EDMONTON
ALBERTA T5J3S4
AGENT - WILLIAM SUTHERLAND
AMOUNT: \$21,200

101 076 430 16/03/2010 BUILDER'S LIEN
LIENOR - KORDICK ENTERPRISES.
C/O MESSRS KENNEDY AGRIOS LLP
1325 MANULIFE PLACE
10180-101 STREET
EDMONTON
ALBERTA T5J3S4
AGENT - WILLIAM SUTHERLAND
AMOUNT: \$20,687

101 076 431 16/03/2010 BUILDER'S LIEN
LIENOR - KORDICK ENTERPRISES.
C/O MESSRS KENNEDY AGRIOS LLP
1325 MANULIFE PLACE
10180-101 PLACE
10180-101 STREET

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

EDMONTON
ALBERTA T5J3S4
AGENT - WILLIAM SUTHERLAND
AMOUNT: \$6,848

101 076 432 16/03/2010 BUILDER'S LIEN
LIENOR - KORDICK ENTERPRISES.
C/O MESSRS KENNEDY AGRIOS LLP
1325 MANULIFE PLACE
10180-101 ST
EDMONTON
ALBERTA T5J3S4
AGENT - WILLIAM SUTHERLAND
AMOUNT: \$1,452

101 081 785 22/03/2010 BUILDER'S LIEN
LIENOR - CANNEX CONTRACTING 2000 INC.
C/O THORNBOROUGH SMELTZ LLP
630 11012 MACLEOD TRAIL SOUTH
CALGARY
ALBERTA T2J6A5
AGENT - MORRIS H SMELTZ
AMOUNT: \$297,931

101 085 868 24/03/2010 BUILDER'S LIEN
LIENOR - NORDSTAR KITCHENS LTD.
PEACOCK LINDER & HALT LLP
ATTENTION: G. STEPHEN PANUNTO
850, 607-8 AVENUE SW
CALGARY
ALBERTA T2P0A7
AGENT - G STEPHEN PANUNTO
AMOUNT: \$108,246

101 088 872 26/03/2010 BUILDER'S LIEN
LIENOR - DOMENICO FANELLI
C/O BRYAN & COMPANY
ATTENTION: RYAN J. LEE CHEE
1200, 645 - 7 AVENUE SW
CALGARY
ALBERTA T2P4G8
AGENT - RYAN J LEE CHEE
AMOUNT: \$520,000

101 099 539 08/04/2010 BUILDER'S LIEN
LIENOR - DISTINCTIVE FLOORS LTD.
ATTN: SHAUN T. MACLSAAC, PITTMAN MACLSAAC & ROY
2600 WEST TOWER, SUNLIFE LIFE PLAZA
144-4TH AVE SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CALGARY ALBERTA T2P3N4 AMOUNT: \$2,377
101 100 273	08/04/2010	BUILDER'S LIEN LIENOR - RIDGELINE SHEET METAL INC. C/O ROBERT SCHUETT PROFESSIONAL CORPORATION 200, 602 11 AVE SW CALGARY ALBERTA T2R1J8 AMOUNT: \$530,250
101 100 274	08/04/2010	ORDER IN FAVOUR OF - DELOITTE & TOUCHE INC. 3000 SCOTIA CENTRE 700-2 ST SW CALGARY ALBERTA T2P0S7 RECEIVERSHIP ORDER
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
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
101 244 684	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101099539
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
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

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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. AGAINST - PERERA SHAWNEE LTD. AGAINST - PERERA DEVELOPMENT CORPORATION. AGAINST - CONDOMINIUM COORPORATION NO. 0915321.
101 295 723	05/10/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101100273

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 051

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF
SEPTEMBER, 2013 AT 09:02 A.M.

ORDER NUMBER: 24452070

CUSTOMER FILE NUMBER: 2933 1121689



END OF CERTIFICATE

(CONTINUED)

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

SCHEDULE "9"

OFFER TO PURCHASE

Legal Unit Number 51
(Suite Number 508)

10 Shawnee Hill S.W. in Calgary, Alberta

OR

Legal Unit Number _____
(Townhome Number _____)

146 _____ Shawnee Gate, S.W. in Calgary, Alberta

THE PURCHASER MAY, WITHOUT INCURRING ANY LIABILITY FOR DOING SO, RESCIND THIS AGREEMENT WITHIN 10 DAYS OF ITS EXECUTION BY THE PARTIES TO IT UNLESS ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO THE PURCHASER UNDER SECTION 12 OF THE CONDOMINIUM PROPERTY ACT HAVE BEEN DELIVERED TO THE PURCHASER NOT LESS THAN 10 DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT BY THE PARTIES TO IT.



CAL00ARY3544090.1

J.A.
January 4, 2012

A handwritten signature, possibly 'J.A.', written in ink.

DELOITTE & TOUCHE INC., *new Deloitte Restructuring Inc.*
in its capacity as Court-appointed receiver and manager of Perera
Shawnee Ltd. ("PSL"), and not in its personal capacity

(the "Vendor")

-and-

Jorge Mario Alvarez

(full name for title registration purposes)

(address) _____ (postal code)

(phone number) _____ (work number) _____ (fax number)

(e-mail address)

(the "Purchaser")

1. The Purchase

1.1 The Purchaser offers to purchase, from the Vendor, the Condominium Unit (as hereinafter defined) for the total price of \$ \$279,900 (the "Purchase Price") and more particularly described as follows:

(a) Unit Number 51 Part 1 of 3 (Suite Number 508), Parking Unit Number 51 Part 2 of 3, and Storage Unit Number 51 Part 3 of 3 in Condominium Plan 0915321 (the "Condominium Plan") being constructed at 10 Shawnee Hill S.W. in Calgary, Alberta (Parts 1, 2 & 3 are hereinafter collectively referred to as the "Suite"). A copy of the Condominium Plan, which was registered at the Land Titles Office (Alberta) (the "LTO") on December 7, 2009, is included in Schedule "A" to this Offer to Purchase; and

(b) The shares in the common property allocated to the purchaser's Suite, excepting thereout all mines and minerals (the "Unit Factor").

1.2 The Suite and the Unit Factor are collectively hereinafter referred to as the "Condominium Unit".

CALGARY 2012

January 4, 2012

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- 1.3 This Offer to Purchase shall be open for acceptance by the Vendor until 4:30 pm Aug 16, 2013 (the "Deadline").
- 1.4 In the event that the Vendor accepts this Offer to Purchase prior to the Deadline, the Purchaser shall be obligated to purchase the Condominium Unit from the Vendor in accordance with the terms and conditions set out herein.
- 1.5 In the event that the Vendor does not accept this Offer to Purchase prior to the Deadline, this Offer to Purchase shall be null, void and of no force or effect.

2. Payment

- 2.1 The Purchase Price is more completely described as follows:

(a) Purchase Price for the Suite (not including GST)	\$ <u>257,047.61</u>
(b) Additional Parking Stall Unit No. <u>TBA</u> (Legal Unit No. _____, if applicable)	\$ <u>9523.80</u>
(c) Additional Storage Locker Unit No. _____	\$ _____
TOTAL PURCHASE PRICE (not including GST)	+ <u>266,571.41</u>
(d) Plus 5% GST	+ <u>13,328.59</u>
TOTAL PURCHASE PRICE (including GST)	\$ <u>279,900.00</u>
(e) Less Purchaser's Deposit (as hereinafter defined)	\$ <u>10,000.00</u>
BALANCE DUE ON CLOSING	\$ <u>269,900.00</u>

3. Deposit

- 3.1 The Purchaser shall pay a deposit of \$ 10,000 (the "Purchaser's Deposit") to the Vendor upon the presentation of this Offer to Purchase to the Vendor.
- 3.2 The Purchaser's Deposit, will be promptly returned to the Purchaser without interest if and only if:

*J.R.*

January 4, 2012

J

- 3 -

- (a) The Vendor does not accept this Offer to Purchase by the Deadline;
- (b) The Purchaser cancels the Agreement in writing within 10 days of receiving the documents required to be delivered to the Purchaser under section 12 and 13 of the *Condominium Property Act*, R.S.A. 2000, c. C-22 (the "Act"); or
- (c) The Agreement is rescinded, cancelled or terminated in accordance with Articles 5.2 or 25.1.

3.3 Except as expressly outlined in this Agreement, the Purchaser's Deposit is non-refundable.

3.4 If Vendor returns the Purchaser's Deposit in accordance with the terms of this Agreement, neither the Purchaser nor the Vendor have any further recourse under this Agreement.

3.5 The Purchaser's Deposit will be held pursuant to the terms of this Agreement and section 14 of the Act.

3.6 Any interest earned upon funds held in trust pursuant to this Agreement shall accrue to the Vendor.

3.7 The Purchase Price includes the items, options or extras presently installed in the Condominium Unit. It is understood and agreed that the Vendor will not make any modification or supply any other item, option or extra to the Condominium Unit.

4. Closing, Conveyance and Mortgage Financing

4.1 The closing date for the purchase of the Condominium Unit shall be October 24, 2013 or sooner (the "Closing Date").

4.2 The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion and for any reason, change the Closing Date to a new date other than the date specified in 4.1

4.3 Vacant possession of the Condominium Unit shall be given at 12:00 noon on the Closing Date subject to the terms hereof being complied with.

CALCARY 2044702



J.M

January 4, 2012

- 4 -

- 4.4 The Purchaser shall pay any costs associated with the registration of the Approval and Vesting Order (as defined herein) at the LTO and the Purchaser's mortgage(s) (if any) on title to the Condominium Unit.
- 4.5 The Purchaser shall pay the Purchase Price, less the Purchaser's Deposit (the "Balance of the Purchase Price") to the Vendor on the Closing Date.
- 4.6 The Purchaser covenants to take possession of the Condominium Unit on the Closing Date, provided the interior of the Suite and the common property is substantially completed even though all exterior work on the Condominium Unit, the related common property, the landscaping, the fencing, exterior lighting and garbage pads or enclosures may not at such time be fully completed and other seasonal deficiencies may be outstanding.
- 4.7 The Vendor shall allow the Purchaser to make an inspection of the Condominium Unit prior to or on the Closing Date to verify that the Condominium Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an inspection sheet (the "Inspection Sheet"). Except as to the items specifically listed on the Inspection Sheet, the Purchaser shall be conclusively deemed to have accepted the Condominium Unit, PROVIDED HOWEVER that such acceptance shall not in any way affect the warranty given by the Alberta New Home Warranty Program (the "Program") as specified in Schedule "H" to this Offer to Purchase (the "Warranty").
- 4.8 The Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors, representatives of the Program and municipal employees, shall have the right of entry and access to the Condominium Unit and the common property after the Closing Date in order to complete any incomplete items, inspect the Condominium Unit and make any repairs or modifications to the Condominium Unit and the common property.
- 4.9 The Purchaser acknowledges that the area of the Condominium Unit has been determined on the basis described on the Condominium Plan and accepts the same.



CALGARY 122449202

J.R.

January 4, 2012

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- 4.10 The Purchaser shall not enter the Suite or the common property other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying, sent or invited by the Purchaser (hereinafter called a "Trespasser") resulting from their entry into the Suite or the common property without permission, whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry into the Suite or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.
- 4.11 The Purchaser shall not display "For Sale" signs within its Suite or anywhere in the Condominium Unit or on the Common Property until such time that the Vendor has sold all Condominium Units within the Highbury Project. The Purchaser hereby authorizes the Vendor or Condominium Corporation No. 0915321 that was created pursuant to the Act (the "Corporation") to remove such signs in the event the Purchaser is in breach of this obligation. This section shall survive the transfer of title to the Condominium Unit and the closing of this transaction.

5. Conditions Precedent

- 5.1 The obligation of the Parties pursuant to this Agreement are subject to the satisfaction of the following conditions precedent on or before the Closing Date:

- (a) the issuance of an Order by the Court of Queen's Bench of Alberta (the "Court") authorizing the Receiver to enter into this Agreement and approving the transfer of the Condominium Unit to the Purchaser free and clear of all encumbrances other than Permitted Encumbrances (as defined herein) (the "Approval and Vesting Order").

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- 5.2 If the foregoing condition precedent has not been satisfied, complied with or waived, in whole or in part, by the Closing Date, either the Purchaser or the Vendor may rescind this Agreement by written notice to the other Party. In the event that such notice is given by either Party, this Agreement shall terminate and be null, void and of no force or effect.

6. Adjustments and Payments

- 6.1 The Purchase Price shall be adjusted as at the Closing Date as to prepaid and accrued expenses and other matters usually subject to adjustment which shall include, without limiting the generality of the foregoing, the following:

- (a) the Condominium Unit's share of any operating and maintenance expenses and expenses for utilities such as gas, electricity, water or other utilities and insurance costs borne by the Vendor as determined by the Unit Factor of the Condominium Unit;
- (b) any contributions prepaid or owing for administrative expenses (as defined in section 39 of the Act); and,
- (c) the realty taxes, school taxes and local improvement charges, including supplementary assessments, which may be levied by the taxing authority, as determined by the Unit Factor if not separately assessed.

7. Condominium Corporation

- 7.1 The Purchaser is aware that the Corporation was, by virtue of the Act, established upon registration of the Condominium Plan. The Purchaser agrees to observe and perform the terms and provisions of the Act, the By-laws and regulations of the Corporation and any management agreement entered into by the Corporation.
- 7.2 The Vendor estimates, but does not represent or warrant, that the initial amount of the monthly common expenses contribution for the Condominium Unit to be \$ 320 +/-, which sum is an estimate only and is subject to change by the Corporation. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Highbury Project and is

CALGARY 2540262

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determined by applying the Unit Factor for the Condominium Unit to the total of such expenses. Any estimated budget which is presented to the Purchaser is for informational purposes only.

7.3 The Vendor will have the right to arrange for management of the Condominium Plan on fundamentally those terms and conditions as set out in the management agreement referred to in Schedule "C" and the Purchaser acknowledges that management costs for the project shall be included in common expenses.

7.4 The Vendor shall be maintaining and operating show units in the Highbury Project and any by-law which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.

8. Disclosure 8.1 (i) Schedule I Report and Budget Estimate for Highbury Phase I Repair Deficiencies and Complete Construction dated Feb 1, 2013 and the Receiver's response letter dated May 21, 2013

8.1 The Purchaser acknowledges that the Condominium Unit is or will be a unit in the Condominium Plan and the Purchaser further acknowledges that the Purchaser has, with or before the submission hereof, received a copy of this Agreement and copies of the following:

- (a) Schedule "A": The Condominium Plan as registered with LTO on December 7, 2009, including the Phased Development Disclosure Statement;
- (b) Schedule "B": Site plan and landscaping plan being drawings showing the location of fences, roadways walkways, parking areas and landscaping;
- (c) Schedule "C": Proposed Management Agreement;
- (d) Schedule "D": Proposed Condominium Operating Budget and the estimated amount of the monthly contributions of each unit in the project;
- (e) Schedule "E": Registered By-laws;
- (f) Schedule "F": Registered Restrictive Covenant (Parking);
- (g) Schedule "G": Registered Restrictive Covenant (Storage Lockers); and

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(h) Schedule "H": Alberta New Home Warranty Program Warranty.
(i) Schedule "I": Report and Budget Estimate for Highbury Phase I Repair
Deficiencies and Complete Construction dated Feb. 1, 2013 and
8.2 The Vendor hereby advises the Purchaser that, and the Purchaser acknowledges and
the Receiver's Response Letter dated May 21, 2013
agrees that:

- (a) The Vendor was appointed as receiver and manager of PSL pursuant to an Order issued by the Court on March 3, 2010 (the "Receivership Order").
- (b) At the time that the Receivership Order was issued:
 - (i) PSL was constructing a three-phase condominium development in southwestern Calgary that was commonly known as the Highbury (the "Highbury Project"); and
 - (ii) construction on the first phase of the Highbury Project ("Phase One") was substantially complete, and preliminary construction on the second phase ("Phase Two") and the third phase ("Phase Three") has been commenced.
- (c) The Condominium Unit is in Phase One.
- (d) Certain information schedules were prepared by PSL and provided to persons who entered into purchase agreements with PSL for the purchase of a condominium unit in the Highbury Project prior to the issuance of the Receivership Order. The Vendor does not intend to complete or construct the Highbury Project in the manner that was originally contemplated by Perera Shawnee Ltd. and does not represent, warrant or otherwise agree to complete or construct the Highbury Project in the manner originally contemplated by Perera Shawnee Ltd. Schedule "B" attached shows the roadways, walkways, fences, parking areas and landscaping that the Vendor intends to construct or complete.
- (e) Pursuant to the Receivership Order the Vendor is at liberty and is empowered and has arranged to borrow funds not exceeding the principal amount of \$7,300,000 (or such greater amount as the Court may by further Order authorize). The

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Vendor has completed a budget (the "Budget") for the cost to complete the Vendor's Construction Plans (as hereinafter defined) and currently plans to:

- (i) complete the construction of Phase One of the Highbury Project; and
- (ii) construct Phase Two and Phase Three of the Highbury Project to the P1 level.

(collectively, the "Vendor's Construction Plans").

- (f) The Vendor will complete the Vendor's Construction Plans, provided that the cost to complete the Vendor's Construction Plans does not exceed the Budget.
- (g) The Vendor intends to sell Phase Two and Phase Three and possibly any unsold units on an en bloc basis in Phase One of the Highbury Project to a third-party (the "Transaction"), provided that a satisfactory purchase price (as determined by the Vendor in its sole discretion) is obtained for the Transaction and the Transaction is approved and authorized by the Court.

8.3 The Purchaser acknowledges and agrees that he/she is purchasing the interior and exterior finishing of the Condominium Unit and all of the common property associated with the Condominium Unit, the Plan and the Highbury Project on an "as is, where is" basis and that the Vendor makes no representations or warranties other than outlined in Schedule "B" with respect to the Condominium Unit, the Plan and the Highbury Project. The Purchaser further acknowledges and agrees that he/she has relied entirely upon his own inspection and investigation with respect to the quantity, quality, and value of the Condominium Unit, the Plan and the Highbury Project. As the Interior/ Exterior finishing of the Unit and the Building are substantially complete, no further description of the same is provided herein.

8.4 The Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes and modifications to any of the Schedules that the Vendor deems are necessary or advisable, as determined by the Vendor at its sole discretion acting reasonably, at any time before or after the execution of this Agreement provided that the changes will not

CALCARY:104300.2

January 4, 2012

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materially alter or affect the value, amenities, appearance or marketability of the property purchased by the Purchaser. The Purchaser acknowledges and agrees that the Vendor shall be at liberty to make such changes in any document as may be (and to the extent) required by any mortgagee providing interim or permanent financing for the Project or its mortgage insurer or by any government agency.

- 8.5 The Purchaser acknowledges and agrees that they are aware and have been informed by the Vendor that as at January 13, 2011 all of the following lawsuits that were commenced against the Corporation in the Court, have been discontinued as against the Corporation: Action No. 1001-11316, Action No. 1001-13363, Action Number 1001-13364, Action No. 1001-13365, Action No. 1001-13738 and Action No. 1001-14166, and that the Vendor is not aware of any other lawsuits naming the Corporation in Alberta.

9. Further Assurances

- 9.1 The Parties hereto agree to execute such further documents, conveyances and assurances as may be necessary in order to give full force and effect to the true intent and meaning of this Agreement.

10. Entire Agreement

- 10.1 The Parties confirm that this Agreement and the annexed Schedules constitute the entire agreement and that there are no further or other conditions, representations, warranties, undertakings, guarantees, promises or agreements either expressed or implied either by law or custom save those mentioned in this Agreement and the annexed Schedules, and that no oral or written agreements, representations, promises or any warranty made by any person shall be binding upon the Vendor unless made in writing and signed on behalf of the Vendor by its duly authorized officers.

11. Termination and Breach

- 11.1 The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement upon written notice to that effect to the Purchaser in the following circumstances:

CALGARY 2544070 2



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January 4, 2012

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- (a) the Purchaser makes an assignment of this Agreement without first obtaining the consent of the Vendor;
- (b) the Purchaser become insolvent or bankrupt;
- (c) the Purchaser fails to pay the Purchaser's Deposit or the Balance of the Purchase Price on the dates specified herein; or
- (d) the Purchaser fails to comply with any of the terms of this Agreement or shall fail to complete or execute or deliver any document or instrument herein required or provided for.

11.2 If the Vendor cancels or terminates this Agreement in accordance with Article 11.1 or if the Purchaser attempts to cancel or terminate this Agreement other than in accordance with the terms hereof, then, without limitation or prejudice to any of the rights of the Vendor hereunder, at law, or in equity:

- (a) all amounts paid by the Purchaser to the Vendor including, without limitation, the Purchaser's Deposit and the Balance of the Purchase Price, shall be absolutely forfeited to the Vendor as liquidated damages and not as a penalty;
- (b) the Vendor shall be reimbursed by the Purchaser for the cost of paying out any lien, execution or encumbrance, the source of which is attributable to the Purchaser, or the cost of any extras, options, modifications or improvements requested by the Purchaser; and
- (c) the Vendor shall be entitled to costs on a full-indemnity, solicitor and his own client basis for any action or legal proceeding commenced by the Vendor relating to the breach of this Agreement.

12. Unit Factor

12.1 The Unit Factor for the Suite is 26. The total unit factors have been apportioned and computed substantially on the basis of the square footage of the Suites in proportion to the total square footage of all intended suites in the Highbury Project.

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- 12.2 Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors for all the units total 10,000 as required by law.

13. Notices

- 13.1 All notices required herein shall be in writing and shall be delivered by electronic mail:
- (a) to the Purchaser at the e-mail address shown on the first page of this Agreement;
and
 - (b) to the Vendor at the address shown on the first page of this Agreement.
- 13.2 Any notices shall be deemed to be received twenty-four (24) hours after sending the e-mail.

14. Time

- 14.1 Time shall be of the essence in this Agreement.

15. Purchaser Caveat Restrictions

- 15.1 The Purchaser acknowledges that registration of a caveat or other instrument respecting this Agreement or any secondary financing may affect construction of the Project and the Purchaser therefore covenants that he/she will not register such a caveat or instrument against the title to all or any portion of the land comprising the Condominium Unit.

16. Title, Encumbrances and By-Laws

- 16.1 The Condominium Unit is sold subject to the Act, as amended, and the implied easements thereunder, any City of Calgary, private or other utility right of way and any other registered or to be registered caveats, private easements, encroachment agreements, restrictive covenants, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities, and any Purchaser mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser (collectively, the "Permitted Encumbrances"). The Vendor will, after receipt and

CALGARY 2440002



January 4, 2012

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release of the full sale proceeds, cause any of its mortgage encumbrances to be discharged insofar as they are registered against title to the Condominium Unit. The Purchaser also agrees to comply with its obligations under the Restrictive Covenants identified in the Schedules to this Agreement.

- 16.2 The Purchaser acknowledges that he/she is fully aware of the permitted and conditional uses of the Condominium Unit and real property within the surrounding area under the by-laws of the City of Calgary and all applicable statutes, rules and regulations of any competent authority and agrees to accept the Condominium Unit subject to the risks incidental to such uses. The Purchaser further acknowledges that he/she is acquainted with the duties and obligations of an owner of a Condominium Unit and the Purchaser understands that upon registration of the Condominium Plan, the Corporation has been created and the Purchaser will be a member of such Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the Registered By-laws annexed hereto as Schedule "E".

17. Display Units and Dwellings

- 17.1 The Purchaser agrees that notwithstanding the provisions of the by-laws of the Condominium Plan, the Vendor shall have the right to maintain and use a reasonable number of suites and a portion of any common property for display and sale purposes and exhibit a sign or signs advertising the location of such display suites on or about the display suites or common property until all the Condominium Units in the project are sold and that any provisions of the by-laws which might restrict the Vendor in this respect, if any, are hereby waived by the Purchaser.

18. Unit Damage

- 18.1 The Condominium Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser and in the event of substantial or total loss or damage to the Condominium Unit or the project occurring before such time by reason of fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection or other acts of God, either the Vendor or the Purchaser may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage and thereupon the Purchaser shall be entitled to the

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return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. All proceeds of any insurance policies in force shall belong to the Vendor, however, if neither party elects to cancel this Agreement, the Purchaser shall be entitled to an assignment of insurance proceeds in respect of the material loss or damage to the Condominium Unit, if any. All other remedies and claims of the Purchaser in the event of such damage are hereby waived. The Condominium Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

19. Assignment Restriction and Enurement

- 19.1 This Agreement shall not be assigned by the Purchaser before final closing without the prior consent of the Vendor which consent may not be arbitrarily withheld. This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and permitted assigns of the Parties hereto.
- 19.2 The Vendor will be entitled to sell and/or assign its rights, benefits and/or obligations under this Agreement without the consent of the Purchaser.

20. Force Majeure

- 20.1 The Vendor shall not be or be deemed to be in default hereunder for any delay due to strikes, acts of God, or other force majeure or any cause whatsoever beyond the Vendor's control.

21. Non-Merger

- 21.1 All the covenants and obligations contained in this Agreement to be performed or observed by the Purchaser shall in no way merge with the transfer of the Condominium Unit hereunder and shall in all respects remain in full force and effect notwithstanding conveyance of the Condominium Unit to the Purchaser and the payment of the Purchase Price.



CALGARY:2440902

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January 4, 2012

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22. Applicable Law

- 22.1 This offer to purchase, and any contract constituted on acceptance hereof, shall be governed under and by the laws of the Province of Alberta.

23. Headings

- 23.1 The headings throughout this Agreement are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Agreement or any provision thereof.

24. Singular / Plural

- 24.1 This Agreement constituted by its acceptance by the Vendor is to be read with all changes of number or gender required by the context and where this Agreement is executed by more than one person or party as Purchaser, all covenants, conditions and agreements herein contained shall be construed and taken as against all executing Purchasers as joint and several.

25. Vendor's Right to Cancel and Terminate

- 25.1 The Vendor is hereby granted the unrestricted right at its option to cancel and terminate this Agreement for any reason the Vendor deems appropriate, as determined by the Vendor in its sole discretion.
- 25.2 In the event that the Vendor cancels and terminates this Agreement in accordance with Article 25.1, this Agreement shall terminate and be null, void and of no force or effect.

26. Privacy Consent

- 26.1 By entering into this Agreement, it is necessary for the Vendor to collect personal information from you. This information includes but is not limited to:

- (a) name, address, telephone number, fax number and e-mail address;



CALGARY 2012

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January 4, 2012

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- (b) information as required by the Canadian Government *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (FINTRAC)*, which include date of birth, occupation and proof of identity documentation.
 - (c) municipal and legal descriptions for the Condominium Unit;
 - (d) the purchase agreement for the Condominium Unit including financial information, all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase of the Condominium Unit;
 - (e) information about any remedial or other service work done to the Condominium Unit;
 - (f) any information about a request for assistance or warranty claim about the Condominium Unit including information provided to a warranty provider;
 - (g) insurance information;
 - (h) information provided to or received from third party contractors, suppliers, consultants and lawyers who provide work or services to you or us with respect to the Condominium Unit; and
 - (i) information from or to the Corporation for the Condominium Unit.
- 26.2 The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor for the purposes set out above.
27. **Amendment**
- 27.1 Any amendments to this Agreement shall be made in writing, duly executed by both Parties.



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January 4, 2012

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DATED at the City of Calgary, in the Province of Alberta, this 12 day of August,
2013.

SIGNED in the presence of:

Witness

Purchaser's Signature

Additional Purchaser's Signature (if applicable)

CALGARY 2344090 2

January 4, 2012

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ACCEPTANCE

The Vendor hereby accepts the Offer to Purchase.

DATED at the City of Calgary, in the Province of Alberta, this 13th day of AUGUST,
2013


now Deloitte Restructuring Inc.
Deloitte & Touche Inc., in its capacity as
receiver and manager of Perera Shawnee
Ltd., and not in its personal capacity

Per: 
Authorized Signatory

THE PURCHASER ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF
THE WITHIN AGREEMENT INCLUDING ALL SCHEDULES AND ACKNOWLEDGES
THAT THE PURCHASER HAS READ AND UNDERSTANDS THE TERMS, PROVISIONS,
CONDITIONS AND LIMITS THAT ARE SPECIFIED IN ALL SCHEDULES AND ALL
DOCUMENTS REFERRED TO HEREIN WHICH PERTAIN TO THE PROJECT AND THIS
AGREEMENT.

12 DAY OF AUGUST 2013.

SIGNED in the presence of:

Witness 
Purchaser's SignatureAdditional Purchaser's Signature (if applicable)

January 4, 2012



Schedule "I"Date August 11, 2013

This forms part of the Offer to Purchase between

Deloitte & Touche Inc. *new Deloitte Restructuring Inc.*
In its capacity as Court-appointed receiver and manager of Perera Shawnee Ltd.
("PSL"), and not in its personal capacity

-and-

Jorge Mario Alvarez

The offer contains a total of two titled parking stalls,
The first being Plan 0915321, Legal Unit number 51, Part 2 of 3

The second unit is To Be Verified at a later date.

The second stall shall be considered part of the total purchase price of \$ 279,900
(inc GST).

At the time of this offer, it is uncertain as to which stall will be made available, hence the
Buyers Lawyer will hold a total of \$10,000 back as security until such time Deloitte and
Touche is able to provide a complete legal description and Title transfer for such to the
Buyer.

At the time of transfer, the buyers Lawyer will release the funds to Deloitte and Touche
and/or its Solicitors.

The time frame for the availability of this parking stall is uncertain at this time, however,
a reasonable time frame will be stated as 120 days from completion of this contract.

If the parking stall is still not available at this time, then the Buyer and Seller may enter
into discussions as to a remedy or Deloitte and Touche may provide reasonable
updates via its appointed Realtors during this period.
In any event, if the Seller cannot deliver a parking stall, the Buyer will not be entitled to
any other remedies other than the return of the \$10,000

Accepted


Purchaser

Deloitte
Inc. new Deloitte Restructuring Inc.
Deloitte & Touche Authorized Signature
(as receiver and manager of Perera Shawnee Ltd, and not in its personal capacity)



08-26-13;12:36PM;

;4036482765

1/ 2



RESIDENTIAL PURCHASE CONTRACT

NOTICE

(For Waiver/Satisfaction of Conditions)

This Notice is attached to and forms part of the Residential Purchase Contract #

Calgary: 2944090.2

Notice to:

Deloitte and Touche Inc.

Municipal Address

508

10

Seller/Buyer of the Property

Shoreline Hillside

1.

I am the Seller/Buyer of the Property in the Residential Purchase Contract #

Calgary: 2944090.2

(the "Contract").

The condition(s) in that Contract that I now unilaterally waive or have satisfied is (are):

- 1) Finance condition
- 2) Cdocs Documents condition

2. All other provisions in the Contract remain in full force and effect.
3. In this notice, the singular shall be constituted as the plural where the context so requires.
4. This notice shall enure to the benefit and be binding upon my heirs, executors, administrators, successors and assigns.
5. As per the Contract, if a notice has not been given to the other party before 9 p.m. on or before the stated Condition Day, then the transaction is ended.

SIGNED in the presence of a witness, and DATED at

Calgary

, Alberta

at 6:00 p.m. on

August 25th

2013

[Signature]

Witness

[Signature]

Witness

If needed for commercial transactions:

Per:

Authorized Signing Officer(s)

Witness

Per:

Authorized Signing Officer(s)

Witness



RESIDENTIAL PURCHASE CONTRACT

AMENDMENT

This Amendment is attached to and forms part of the Residential Purchase Contract #

Calgary: 2944090.2.

Between

THE SELLER and THE BUYER
 Name Deloitte and Touche Inc. Name Jorge M. Alvarez
 Name _____ Name _____

With respect to the Property described as:

Municipal Address 508 10 Shawnee HL SW.

The following changes shall be made to the above Purchase Contract and, except for such changes noted below, all other terms and conditions in the Purchase Contract shall remain as stated therein.

DELETE:

4.1) The closing date for the purchase of
 the Condominium unit shall be October
 the 24th;

INSERT:

4.1) The closing date for the purchase of
 the Condominium unit shall be October
 the 16th

DATED at 6:00 p.m. on August 25th, 2013.

Seller

Witness

Seller

Witness

DATED at _____ m. on _____, 20____.

X Buyer

Witness

Buyer

Witness

SCHEDULE "10"



LAND TITLE CERTIFICATE

S

LINC

0034 152 298

SHORT LEGAL

0915321;51

TITLE NUMBER

091 368 709 +50

LEGAL DESCRIPTION

CONDOMINIUM PLAN 0915321

UNIT 51

AND 26 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;1;23;4;SE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 071 171 221

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
091 368 709	07/12/2009	CONDOMINIUM PLAN		

OWNERS

PERERA SHAWNEE LTD.

OF C/O DELOITTE & TOUCHE INC.

700, 850 2 ST SW

CALGARY

ALBERTA T2P 0R8

(DATA UPDATED BY: CHANGE OF ADDRESS 131112929)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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 : EASEMENT CAVEATOR - FRANCES LORRAINE REHMAN 620-146 AVE SW

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

091 368 709 +50

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY

ALBERTA T2Y1N6

(DATA UPDATED BY: 121088954)

071 422 840 23/08/2007 MORTGAGE
MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION
LTD.
P.O. BOX 908, CALGARY
ALBERTA T2P2J6
ORIGINAL PRINCIPAL AMOUNT: \$65,000,000

071 422 841 23/08/2007 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION
LTD.
#1100, 333-7 AVE SW
CALGARY
ALBERTA T2P2Z1
AGENT - LAWRENCE D LEON

071 476 257 24/09/2007 CAVEAT
RE : RESTRICTIVE COVENANT

091 088 418 02/04/2009 UTILITY RIGHT OF WAY
GRANTEE - ENMAX POWER CORPORATION.
AS TO PORTION OR PLAN:0911884
THAT PORTION SHOWN AS R/W "B"

091 368 708 07/12/2009 CAVEAT
RE : RESTRICTIVE COVENANT

091 374 432 10/12/2009 RESTRICTIVE COVENANT

091 374 433 10/12/2009 RESTRICTIVE COVENANT

101 063 343 03/03/2010 BUILDER'S LIEN
LIENOR - EMCO CORPORATION.
ATTN: JAMIE P FLANAGAN
MCLENNAN ROSS LLP
1600, 300-5 AVE SW
CALGARY
ALBERTA T2P3C4
AGENT - JAMIE P FLANAGAN
AMOUNT: \$45,130

101 066 488 05/03/2010 BUILDER'S LIEN
LIENOR - MIRCOM DISTRIBUTION (BC) INC.
C/O BENNETT JONES LLP
ATTENTION: LAWRENCE ATOR
4500 BANKERS HALL EAST

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		855-2 STREET SW CALGARY ALBERTA T2P4K7 AGENT - HEATHER FARYNA AMOUNT: \$66,717
101 067 936	08/03/2010	BUILDER'S LIEN LIENOR - 759450 ALBERTA LTD. O/A INTERIOR FINISHING. 1421, 151 COUNTRY VILLAGE RD NE CALGARY ALBERTA T3K5X5 AGENT - BERNARD BUGEAUD AMOUNT: \$49,853
101 067 938	08/03/2010	BUILDER'S LIEN LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA) LTD. ATTNJAMES L LEBO, MCLENNAN ROSS LLP 1600, 300 - 5 AVE SW CALGARY ALBERTA T2P3C4 AGENT - JAMES L LEBO AMOUNT: \$502,689
101 069 174	09/03/2010	BUILDER'S LIEN LIENOR - ADLER FIRESTOPPING LTD. 102, 10171 SASKATCHEWAN DRIVE EDMONTON ALBERTA T6E4R5 AGENT - RANDY PERRY AMOUNT: \$30,846
101 071 142	10/03/2010	BUILDER'S LIEN LIENOR - COAST WHOLESALE APPLIANCES GP INC. C/O HOFFMAN DORCHIK LLP 600, 5920 MACLEOD TRAIL S CALGARY ALBERTA T2H0K2 AGENT - AL STYLES AMOUNT: \$268,070
101 071 143	10/03/2010	BUILDER'S LIEN LIENOR - THE FINISHING CENTRE LTD. 2719-5TH AVE NE CALGARY ALBERTA T2A2L6 AGENT - CHRIS VAN HEES AMOUNT: \$14,281

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
101 072 838	11/03/2010	BUILDER'S LIEN LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD. TIRO CLARKE SUITE 301, 522 - 11 AVE SW CALGARY ALBERTA T2R0C8 AGENT - TIRO CLARKE AMOUNT: \$11,597
101 072 839	11/03/2010	BUILDER'S LIEN LIENOR - UNITED RENTALS OF CANADA, INC. C/O SMITH MACK LAMARSH 450, 808-4 AVE SW CALGARY ALBERTA T2P3E8 AGENT - KAREN D JACOBSON AMOUNT: \$34,255
101 072 840	11/03/2010	BUILDER'S LIEN LIENOR - MORWEST CRANE & SERVICES LTD. C/O 3408- 114 AVENUE SE CALGARY ALBERTA T2Z3V6 AGENT - JASON TALMAN AMOUNT: \$401,859
101 075 229	15/03/2010	BUILDER'S LIEN LIENOR - 1412705 ALBERTA LIMITED. C/O MCLENNAN ROSS LLP ATTENTION: JAMIE P. FLANAGAN 1600, 300-5 AVENUE SW CALGARY ALBERTA T2P3C4 AGENT - JAMIE P FLANAGAN AMOUNT: \$838,069
101 075 230	15/03/2010	BUILDER'S LIEN LIENOR - JMMK PLUMBING & HEATING INC. C/O WARREN TETTENSOR AMANTEA LLP ATTENTION: JOSEPH B AMANTEA 1413 - 2ND STREET SW CALGARY ALBERTA T2R0W7 AGENT - JOE CHAISSON AMOUNT: \$126,838
101 075 235	15/03/2010	BUILDER'S LIEN LIENOR - GLOBAL STONE INC. C/O WARREN TETTENSOR AMANTEA LLP

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		ATTENTION JOSEPH B AMANTEA 1413 - 2 STREET SW CALGARY ALBERTA T2R0W7 AGENT - JACOB LAPID AMOUNT: \$41,995
101 075 236	15/03/2010	BUILDER'S LIEN LIENOR - NOVASTONE INC. C/O WARREN TETTENSOR AMANTEA LLP ATTENTION: JOSEPH B AMANTEA 1413 - 2ND STREET SW CALGARY ALBERTA T2R0W7 AGENT - JACOB LAPID AMOUNT: \$8,269
101 076 429	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES LTD. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$21,200
101 076 430	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$20,687
101 076 431	16/03/2010	BUILDER'S LIEN LIENOR - KORDICK ENTERPRISES. C/O MESSRS KENNEDY AGRIOS LLP 1325 MANULIFE PLACE 10180-101 PLACE 10180-101 STREET EDMONTON ALBERTA T5J3S4 AGENT - WILLIAM SUTHERLAND AMOUNT: \$6,848
101 076 432	16/03/2010	BUILDER'S LIEN

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

LIENOR - KORDICK ENTERPRISES.
C/O MESSRS KENNEDY AGRIOS LLP
1325 MANULIFE PLACE
10180-101 ST
EDMONTON
ALBERTA T5J3S4
AGENT - WILLIAM SUTHERLAND
AMOUNT: \$1,452

101 081 785 22/03/2010 BUILDER'S LIEN
LIENOR - CANNEX CONTRACTING 2000 INC.
C/O THORNBOROUGH SMELTZ LLP
630 11012 MACLEOD TRAIL SOUTH
CALGARY
ALBERTA T2J6A5
AGENT - MORRIS H SMELTZ
AMOUNT: \$297,931

101 085 868 24/03/2010 BUILDER'S LIEN
LIENOR - NORDSTAR KITCHENS LTD.
PEACOCK LINDER & HALT LLP
ATTENTION: G. STEPHEN PANUNTO
850, 607-8 AVENUE SW
CALGARY
ALBERTA T2P0A7
AGENT - G STEPHEN PANUNTO
AMOUNT: \$108,246

101 088 872 26/03/2010 BUILDER'S LIEN
LIENOR - DOMENICO FANELLI
C/O BRYAN & COMPANY
ATTENTION: RYAN J. LEE CHEE
1200, 645 - 7 AVENUE SW
CALGARY
ALBERTA T2P4G8
AGENT - RYAN J LEE CHEE
AMOUNT: \$520,000

101 099 050 08/04/2010 BUILDER'S LIEN
LIENOR - DISTINCTIVE FLOORS LTD.
ATTN: SHAUN T MACISAAC
PITTMAN MACISAAC & ROY
2600 WEST TOWER, SUN LIFE PLAZA
144-4TH AVENUE SW
CALGARY
ALBERTA T2P3N4
AMOUNT: \$2,377

101 100 273 08/04/2010 BUILDER'S LIEN

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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LIENOR - RIDGELINE SHEET METAL INC.
C/O ROBERT SCHUETT PROFESSIONAL CORPORATION
200, 602 11 AVE SW
CALGARY
ALBERTA T2R1J8
AMOUNT: \$530,250

101 100 274	08/04/2010	ORDER IN FAVOUR OF - DELOITTE & TOUCHE INC. 3000 SCOTIA CENTRE 700-2 ST SW CALGARY ALBERTA T2P0S7 RECEIVERSHIP ORDER
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101 210 310	15/07/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069174
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101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072840
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101 232 253	06/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075229
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101 232 254	06/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101063343
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101 235 115	09/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101085868
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101 236 589	10/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101066488
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101 243 365	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101099050
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101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
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101 250 899	23/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067938
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101 256 920	27/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067936
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101 261 640	01/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101081785
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101 269 084	09/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075230
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(CONTINUED)

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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. AGAINST - PERERA SHAWNEE LTD. AGAINST - PERERA DEVELOPMENT CORPORATION. AGAINST - CONDOMINIUM COORPORATION NO. 0915321.
101 295 723	05/10/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101100273

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 050

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 25 DAY OF
SEPTEMBER, 2013 AT 09:02 A.M.

ORDER NUMBER: 24452070

CUSTOMER FILE NUMBER: 2933 1121689



END OF CERTIFICATE

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SCHEDULE "11"

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450 - 1st Street S.W.
Calgary, Alberta, Canada T2P 5H1
403.260.7000 MAIN
403.260.7024 FACSIMILE

OSLER

Calgary

September 25, 2013

Toronto

Michael Bokhaut
Direct Dial: 403.260.7023
mbokhaut@osler.com
Our Matter Number: 1121689

Montréal

HAND DELIVERED

Ottawa

New York

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

My Lord/Lady,

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")

Purchase by Leszek Makolweski and Alicja Makolewska (Suite 203 / Legal Unit 22)

Purchase by Leonard Krause and Krystyna Krause (Suite 306 / Legal Unit 33)

Purchase by Jorge Mario Alvarez (Suite 508 / Legal Unit 51)

We are the solicitors for the Receiver. The Receiver was appointed as receiver of the Debtors pursuant to an Order issued by Madam Justice Kent on March 3, 2010 that was amended and restated on January 31, 2011 (the "**Receivership Order**").

The Debtors are condominium developers that have assets that consist of a three phase condominium real estate project located at 30 Shawnee Hill S.W., Calgary, Alberta (the "**Project**").

On November 29, 2010, the Honourable Madam Justice Strekaf issued in the Receivership Proceedings, a closing process order (the "**Amended and Restated Closing Process Order**"). A copy of the filed Amended and Restated Closing Process Order is enclosed with this correspondence (**at Tab A**).

Among other things, the Amended and Restated Closing Process Order permits the Receiver to make an *ex parte* application by letter, whereby the Court may grant a vesting

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 Phase One of the Project, provided that:

- (a) the sale price of each unit is in compliance with Schedule “4”, Column “F” of the Confidential Fourth Receiver’s Report dated October 7, 2010 (the “**Confidential Fourth Receiver’s Report**”);
- (b) an unredacted purchase contract is filed under seal pursuant to the Third Sealing Order granted October 29, 2010 (the “**Third Sealing Order**”);
- (c) a redacted purchase contract is filed with the purchaser’s address redacted; and
- (d) the certificate of title to the unit is in the same state as on the date the Amended and Restated Closing Process order was granted, except for New Builder’s Registrations (as defined in the Amended and Restated Closing Process Order), in which case, notice must be provided to those lien holders.

On August 13, 2013, the Receiver entered into three purchase contracts with the following purchasers:

- 1. Leszek Makolweski and Alicja Makolewska for Suite 203 (the “**Suite 203 Purchase Contract**”);
- 2. Leonard Krause and Krystyna Krause for Suite 306 (the “**Suite 306 Purchase Contract**”); and
- 3. Jorge Mario Alvarez for Suite 508 (the “**Suite 508 Purchase Contract**”, collectively, the “**Purchase Contracts**”).

The closing dates for the Purchase Contracts are as follows:

- 1. For the Suite 203 Purchase Contract, September 30, 2013;
- 2. For the Suite 306 Purchase Contract, November 6, 2013; and
- 3. For the Suite 508 Purchase Contract, October 16, 2013.

We confirm that requirements (a) – (d) listed above have been met with respect to the Purchase Contracts, as is more fully explained and disclosed in the Sixty-Ninth Report of the Receiver dated September 25, 2013 (the “**Sixty-Ninth Receiver’s Report**”) (at Tab

B) and other materials listed below that are provided in support of this *ex parte* application.

The Amended and Restated Closing Process Order provides (at para. 2) that, upon the receipt of this form of letter, the Court may grant vesting orders that are substantially in the form attached as Schedule “B” to the Amended and Restated Closing Process Order (the “Vesting Orders”) (where details for the schedules are to be added).

We have enclosed three completed Vesting Orders (the “Enclosed Orders”) in respect of the Purchase Contracts (including the completed schedules thereto), and we confirm that the Enclosed Orders are substantially in the form of the Vesting Orders.

In addition to the Amended and Restated Closing Process Order (at **Tab A**) and the Sixty-Ninth Receiver’s Report (at **Tab B**), also enclosed in support of this *ex parte* application for the Enclosed Orders are copies of the:

- Confidential Seventieth Report of the Receiver dated September 25, 2013 (filed under seal pursuant to the Third Sealing Order) (at **Tab C**);
- Third Sealing Order (at **Tab D**);
- Confidential Fourth Receiver’s Report (excluding schedules thereto, except for Schedule 4) and the Sealing Order granted October 12, 2010 pursuant to which the Confidential Fourth Report was filed (both at **Tab E**);
- Filed Fifteenth Report of the Receiver dated July 6, 2011 (excluding the schedules thereto, except for Schedule 4), which is referred to in the Thirty-Seventh Receiver’s Report (at **Tab F**);
- Filed Order (Re: Distribution of Funds) granted January 31, 2011 (at **Tab G**); and
- Filed Order (Re: Distribution of Funds to the Plaintiff) granted May 5, 2011 (at **Tab H**).

We hereby apply on behalf of the Receiver for the Enclosed Orders in accordance with the Amended and Restated Closing Process Order.

Yours very truly,

A handwritten signature in black ink, appearing to read "M. Bokhaut", written over a horizontal line.

Michael Bokhaut

c: *Deloitte & Touche Inc.*
Josef Kruger, Borden Ladner Gervais LLP
A. Robert Anderson, Q.C., Osler, Hoskin & Harcourt LLP