

# Deloitte

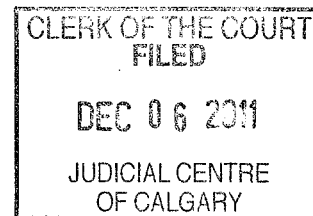


Clerk's stamp:

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: **TWENTY SEVENTH REPORT OF THE COURT APPOINTED RECEIVER OF PERERA SHAWNEE LTD. AND PERERA DEVELOPMENT CORPORATION, DATED DECEMBER 6, 2011.**

**OSLER, HOSKIN & HARCOURT LLP**

Barristers & Solicitors

Suite 2500, 450 – 1st Street SW

Calgary, AB T2P 5H1

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File Number: 1121689

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December 6, 2011 (excluding attachments)

## INTRODUCTION

1. On March 3, 2010, 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. The Receivership Order was the result of an application by First Calgary Savings & Credit Union ("**First Calgary**"), a secured creditor of Perera. 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: 36 of which have been sold and conveyed to purchasers (the "**Sold Units**"); 25 of which were subject to purchase contracts entered into prior to the Receivership Proceedings by PSL and various purchasers and Vesting Orders (the "**25 Units**"); and 9 of which were unsold (the "**Unsold Units**"). Closing notices were issued to most of the purchasers of the 25 Units, however the associated closing dates in respect of those units have passed.
4. One of the 25 Units, namely "**Unit 405**", was the subject of a presale purchase contract (the "**Unit 405 Presale Purchase Contract**") between PSL and Denis and Marilyn Meek, and Corey and Marie Lyons (the "**Initial Purchasers**"). On October 27, 2010, an

amended and restated vesting order was granted for Unit 405 (the “**Unit 405 Presale Vesting Order**”) allowing for, among other things, the Receiver to convey Unit 405 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 405 Presale Vesting Order is attached as **Schedule “1”**.

5. A closing notice was issued to the Initial Purchasers. The closing date for the sale of Unit 405 to the Initial Purchasers was originally set at September 2, 2010 and then amended to November 16, 2010. The Initial Purchasers of Unit 405 failed to close the transaction on the closing date.
6. In the event that the Initial Purchasers did not close on the Unit 405 Presale Purchase Contract, the Unit 405 Presale Vesting Order 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 the Unit 405 Presale Purchase Contract. The Receiver sought from the Court a revised closing process which would allow the 25 Units, including Unit 405, 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 405 for sale. Unit 405 became subject to a new purchase contract on December 2, 2011.

#### **NOTICE TO READER**

9. This report constitutes the Twenty-Seventh Report of the Court Appointed Receiver (the "**Report**").

#### **PURPOSE OF REPORT**

10. The purpose of this Report is to:
- (a) disclose to the Court the conditional sale of Unit 405 and to obtain its approval of same; and

- (b) request from the Court a new vesting order in respect of Unit 405 pursuant to the Amended and Restated Closing Process Order so that the Receiver may convey Unit 405 to the new purchasers, free and clear of all encumbrances, other than permitted encumbrances.

#### **SALE OF UNIT 405**

- 11. On December 2, 2011, the Receiver entered into a conditional purchase contract with Janice and Glenn Fidelak (the “**Unit 405 Purchasers**”) in respect of Unit 405 (the “**Unit 405 Purchase Contract**”).
- 12. A copy of the Unit 405 Purchase Contract (excluding the schedules thereto), with the Unit 405 Purchasers’ address redacted, is attached to this Report as **Schedule “2”**. An unredacted copy of the Unit 405 Purchase Contract (excluding the schedules thereto) is attached to the Confidential Twenty-Eighth Report of the Receiver dated December 6, 2011 as Schedule “1”.
- 13. The closing date for Unit 405 is set at December 22, 2011 in the Unit 405 Purchase Contract (the “**Unit 405 Closing Date**”).
- 14. The Unit 405 Purchase Contract is subject to the satisfaction of the following condition precedent on or before the Unit 405 Closing Date:
  - (a) The issuance of an Order of the Court authorizing the Receiver to enter into the Unit 405 Purchase Contract and approve the transfer of Unit 405 to the Unit 405 Purchasers free and clear of all encumbrances, other than Permitted Encumbrances.

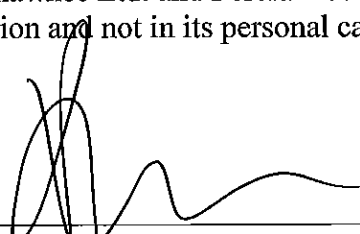
15. The Purchase Price for Unit 405 (as set out in the Unit 405 Purchase Contract) is, in the opinion of the Receiver, commercially reasonable. Further, the Receiver confirms that the Purchase Price for Unit 405 is in compliance with Schedule "4", Column "F" of the Confidential Fourth Report.
16. As at December 5, 2011, the title to Unit 405, attached hereto as **Schedule "3"**, 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).
17. Accordingly, by *ex parte* application, the Receiver seeks the Court's approval of the sale of Unit 405 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.
18. The schedules to the Unit 405 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

19. The Receiver respectfully requests that the Court grant the relief set out in the Receiver's *ex parte* application made by letter dated December 6, 2011, a copy of which (excluding attachments) is attached hereto as **Schedule "4"**.

**DELOITTE & TOUCHE INC.,**  
In its capacity as Receiver and Manager of  
Perera Shawnee Ltd. and Perera Development  
Corporation and not in its personal capacity

Per:

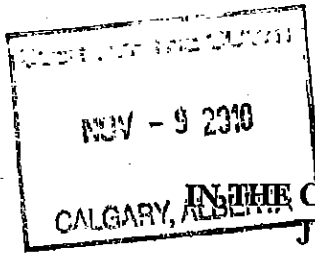


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Victor H. Kroeger, CA • CIRP, CFE  
Senior Vice President



**SCHEDULE "1"**



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  
27<sup>TH</sup> DAY OF OCTOBER, 2010

**AMENDED AND RESTATED VESTING ORDER**  
**(Re: Purchase by Meek of Legal Unit 40, Suite 405)**

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

Justice A. Kent on March 3, 2010 (the "Receivership Order"); AND UPON noting the Affidavit of Service of Sandra Bazian, sworn October 12, 2010 (the "First Affidavit of Service"); AND UPON noting the Affidavit of Service of Pamela Nutter, sworn October 27, 2010 (the "Second Affidavit of Service") (the First Affidavit of Service and the Second Affidavit of Service are collectively referred to as the "Affidavits of Service"); AND UPON reading the First Report of the Receiver, dated July 30, 2010 (the "First Receiver's Report"); AND UPON reading the Confidential Second Report of the Receiver, dated August 11, 2010 (the "Confidential Second Receiver's Report"); AND UPON reading the Third Report of the Receiver, dated October 7, 2010 (the "Third Receiver's Report"); AND UPON reading the Confidential Fourth Report of the Receiver, dated October 7, 2010 (the "Confidential Fourth Receiver's Report"); AND UPON reading the Fifth Report of the Receiver, dated October 26, 2010 (the "Fifth Receiver's Report"); AND UPON reading the Confidential Sixth Report of the Receiver, dated October 26, 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<sup>^</sup> 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, <sup>^</sup>the "Motions"), <sup>^</sup>the Third Receiver's Report and the Fifth Receiver's Report (collectively, the "Receiver's Reports") is abridged if necessary, the Motions <sup>^</sup>are properly returnable today, service of the Motions, <sup>^</sup>the Receiver's Reports on the persons listed in Schedule "A-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 Marilyn Meek and Dennis Meek (the "Purchaser") as provided for in paragraph 19(d)(ii) of this Amended and Restated Vesting Order, the sale contemplated by the purchase contract between PSL and the

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

Condominium Plan 0915321  
Unit 40  
And 35 undivided one ten thousandth shares in the  
common property  
Excepting thereout all mines and minerals

(the "Unit").

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

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

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

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

6. The closing date for the Transaction shall be November 16, 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 +39 to the Unit (the "Old Title");
  - (b) issue a new certificate of title to the Unit in the name of the Purchaser or his/her nominee (the "New Title"), which shall (subject to paragraphs 7(d) and 7(e) of this Amended and Restated Vesting Order) include only the encumbrances listed in Schedule "A" to this Amended and Restated Vesting Order (collectively, the "Permitted Encumbrances");
  - (c) discharge any and all of the encumbrances from the New Title that are listed in Schedule "B" to this Amended and Restated Vesting Order (collectively, the "Listed Encumbrances");
    - (c.1) register a discharge, as it pertains to the Purchaser's Unit including the Purchaser's share in the common property, on the condominium additional plan sheet certificate (the "CAPSC") of the encumbrances that are listed in Schedule "C" to this Vesting Order (collectively, the "CAPSC Encumbrances", which together with the Listed Encumbrances are collectively referred to as the "Discharged Encumbrances");
  - (d) register a copy of this Amended and Restated Vesting Order on the New Title; and
  - (e) register any mortgage financing obtained by the Purchaser, or any other interests requested by the Purchaser, on the New Title.

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

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

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

^

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 \$3,780.00 (the "Amenities Holdback Amount"), in accordance with section 14(5) of the CPA<sup>^</sup>.
13. The Amenities Holdback Amount shall not be disbursed by the Receiver unless an Order allowing for a disbursement of the Amenities Holdback Amount is issued by this Court.

#### HOLDING OF THE NET PROCEEDS

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

**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.

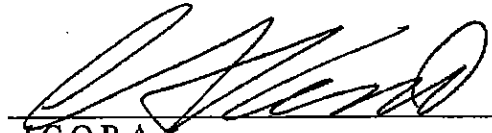
#### **SERVICE OF THIS ORDER**

- 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/insolvencyandstructuringproceedings/perera/index.htm](http://www.deloitte.com/view/en_CA/ca/specialsections/insolvencyandstructuringproceedings/perera/index.htm)

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

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

  
\_\_\_\_\_  
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**

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

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

**LISTED ENCUMBRANCES**

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
071 422 840	23/08/2007	MORTGAGE MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
071 422 841	23/08/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
101 063 343	03/03/2010	BUILDER'S LIEN LIENOR - EMCO CORPORATION.
101 067 936	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..
101 075 229	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..

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 075 236	15/03/2010	BUILDER'S LIEN LIENOR - NOVASTONE INC..
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
101 099 546	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>101 232 253</u>	<u>06/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101075229</u>
<u>101 232 254</u>	<u>06/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101063343</u>
<u>101 235 115</u>	<u>09/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101085868</u>
<u>101 244 691</u>	<u>17/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101099546</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>

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
<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>101 295 723</u>	<u>05/10/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101100273</u>

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

**CAPSC ENCUMBRANCES**

<b><u>REGISTRATION NUMBER</u></b>	<b><u>DATE (D/M/Y)</u></b>	<b><u>PARTICULARS</u></b>
<u>101 066 488</u>	<u>05/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - MIRCOM DISTRIBUTION (BC) INC.</u>
<u>101 067 937</u>	<u>08/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - FIRST CHOICE POST CONSTRUCTION CLEANING.</u>
<u>101 069 579</u>	<u>09/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ALCON ELECTRICAL CORP..</u>
<u>101 070 642</u>	<u>10/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - MORWEST CRANE &amp; SERVICES LTD..</u>
<u>101 070 970</u>	<u>10/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ALADEN PAINTING LTD..</u>
<u>101 073 253</u>	<u>12/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - INLAND PIPE A DIVISION OF LEHIGH 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>101 076 432</u>	<u>16/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - KORDICK ENTERPRISES.</u>
<u>101 083 554</u>	<u>23/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - GREAT SHADES LTD..</u>
<u>101 083 849</u>	<u>23/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - COONEY'S TRUCKING LTD..</u>
<u>101 088 800</u>	<u>26/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - MACS LANDSCAPING &amp; CONCRETE.</u>
<u>101 089 785</u>	<u>29/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ALUMA SYSTEMS INC..</u>
<u>101 090 065</u>	<u>29/03/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - ON TRACK EXCAVATING LTD..</u>
<u>101 104 779</u>	<u>13/04/2010</u>	<u>BUILDER'S LIEN</u> <u>LIENOR - OMC RENOVATIONS.</u>
<u>101 230 491</u>	<u>04/08/2010</u>	<u>CERTIFICATE OF LIS PENDENS</u> <u>AFFECTS INSTRUMENT: 101070642</u>

<u>REGISTRATION NUMBER</u>	<u>DATE (D/M/Y)</u>	<u>PARTICULARS</u>
<u>101 264 691</u>	<u>03/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069579</u>
<u>101 276 374</u>	<u>16/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101083554</u>
<u>101 281 854</u>	<u>22/09/2010</u>	<u>BUILDER'S LIEN LIENOR - ALUMA SYSTEMS INC..</u>
<u>101 283 672</u>	<u>23/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101089785</u>
<u>101 283 673</u>	<u>23/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101281854</u>
<u>101 284 888</u>	<u>24/09/2010</u>	<u>CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101090065</u>



ACTION NO: 1001-03215

NOV - 9 2010  
CALGARY, ALBERTA

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

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BETWEEN:

FIRST CALGARY SAVINGS & CREDIT  
UNION LTD.

Plaintiff

and

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

Defendants

AND BETWEEN:

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

Plaintiffs by Counterclaim

and

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

Defendants by Counterclaim

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**AMENDED AND RESTATED VESTING  
ORDER**

**(Re: Purchase by Meek of Legal Unit 40,  
Suite 405)**

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**OSLER, HOSKIN & HARCOURT LLP**

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

**SCHEDULE "2"**

**OFFER TO PURCHASE**

Legal Unit Number 40

(Suite Number 405)

10 Shawnee Hill S.W. in Calgary, Alberta

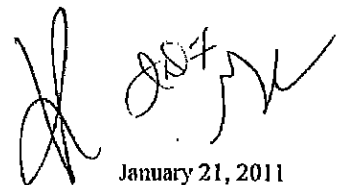
OR

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.**

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names.

January 21, 2011

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

(the "Vendor")

-and-

Janice + Glenn Fidelek  
(full name for title registration purposes)

(address) \_\_\_\_\_ (postal code)

403-938-1426 403-938-2225  
(home number) (work number) (fax number)

Fidewalk@telusplanet.net  
(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 \$ 351,500 (the "Purchase Price") and more particularly described as follows:

(a) Unit Number 40 Part 1 of 3 (Suite Number 405), Parking Unit Number 40 Part 2 of 3, and Storage Unit Number 40 Part 3 of 3 in Condominium Plan 0915321 (the "Condominium Plan") being constructed at 10 Shawnee Hill S.W. in Calgary, Alberta (Parts 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".

1.3 This Offer to Purchase shall be open for acceptance by the Vendor until 4:30 pm Dec 2/2011 (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) \$ 351,500 340,000

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

(c) Additional Storage Locker Unit No. \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL PURCHASE PRICE (not including GST)**

(d) Plus 5% GST

**TOTAL PURCHASE PRICE (including GST)**

(e) Less Purchaser's Deposit (as hereinafter defined) \$ 34,000.00

**BALANCE DUE ON CLOSING**

*Handwritten calculations and signatures:*  
351,500  
+ 340,000  
-----  
17,575  
+ 17,000.00  
-----  
369,075  
\$ 357,000.00  
-----  
34,000.00  
-----  
323,000.00  
-----  
*Signatures: [Handwritten initials]*

**3. Deposit**

3.1 The Purchaser shall pay a deposit of \$ 34,000.00 (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:

*Handwritten signature*

January 21, 2011

- (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**

*JST* → 4.1 The closing date for the purchase of the Condominium Unit shall be ~~the date specified in a written notice from the Vendor to the Purchaser (the "Closing Date").~~ *December 23/2011* *[Signature]*

*JST* → 4.2 ~~The Purchaser shall be provided with a minimum of 30 days written notice of the Closing Date (the "Closing Notice").~~ 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 the Closing Notice.

*[Signature]* *JST*  
January 21, 2011

- 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.
- 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.

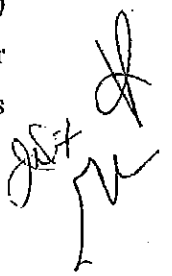


January 21, 2011

- 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.
- 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

Handwritten signature and initials in black ink, located in the bottom right corner of the page. The signature appears to be 'JST' followed by a stylized flourish, and the initials below it are 'JM'.



other than Permitted Encumbrances (as defined herein) (the "Approval and Vesting Order"); and

- DF*
- \* (b) ~~compliance to the reasonable satisfaction of the Vendor with the Requirements of the Safety Codes Act (Alberta) and regulations thereunder, including but not limited to the issuance of an occupancy permit by the City of Calgary or permission in writing to occupy the Condominium Unit pursuant to the regulations under the Safety Codes Act (Alberta) (the "Occupancy Permit").~~
- DF*

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

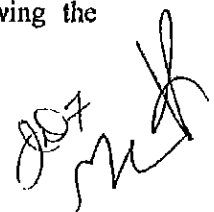
7.1 The Purchaser is aware that the Corporation was, by virtue of the Act, established upon registration of the Condominium Plan. The Purchaser agrees to observe and perform the

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 \$ 331.10, 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 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**

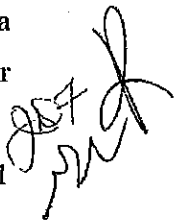
- 8.1 The Purchaser acknowledges that the Condominium Unit is or will be a unit in the Condominium Plan and the Purchaser further acknowledges that the Purchaser has, with or before the submission hereof, received a copy of this Agreement and copies of the following:
- (a) **Schedule "A"**: The Condominium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

  
January 21, 2011

- (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
- (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 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

January 21, 2011

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 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.

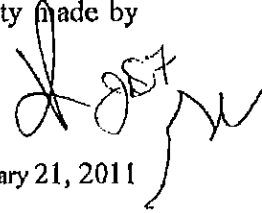
8.5 The Purchaser acknowledges and agrees that they are aware and have been informed by the Vendor that as at January 13, 2011 all of the following lawsuits that were commenced against the Corporation in the Court, have been discontinued as against the Corporation: Action No. 1001-11316, Action No. 1001-13363, 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

  
January 21, 2011

any person shall be binding upon the Vendor unless made in writing and signed on behalf of the Vendor by its duly authorized officers.

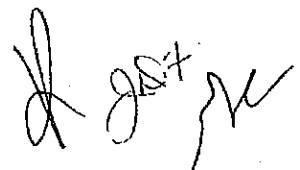
**11. Termination and Breach**

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:

- (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

A handwritten signature in black ink, appearing to be 'J. J. J.', is written over the date.

January 21, 2011

- (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 35. 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.
- 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.



January 21, 2011

**16. Title, Encumbrances and By-Laws**

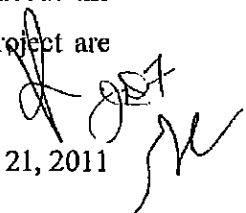
16.1 The Condominium Unit is sold subject to the Act, as amended, and the implied easements thereunder, any City of Calgary, private or other utility right of way and any other registered or to be registered caveats, private easements, encroachment agreements, restrictive covenants, normal City of Calgary 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 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

January 21, 2011

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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 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.

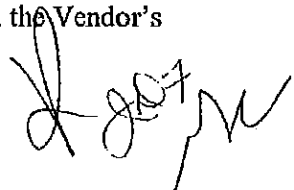
**19. Assignment Restriction and Enurement**

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.

A handwritten signature in black ink, appearing to be 'J. J. J.', is written over the date.

January 21, 2011

**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.

**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.



January 21, 2011

**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;
- (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.

A handwritten signature in black ink, appearing to be 'D. Rose', is written over the date.

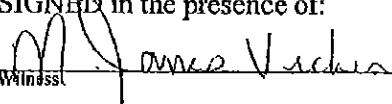
January 21, 2011


**27. Amendment**

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

DATED at the City of Calgary, in the Province of Alberta, this 30 day of November, 2011.

SIGNED in the presence of:

  
Witness

  
Purchaser's Signature

  
Additional Purchaser's Signature (If applicable)

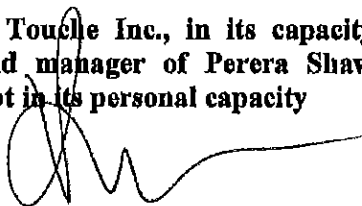


**ACCEPTANCE**

The Vendor hereby accepts the Offer to Purchase.

**DATED** at the City of Calgary, in the Province of Alberta, this 2ND day of December, 2011.

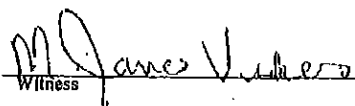
**Deloitte & Touche Inc., in its capacity as receiver and manager of Perera Shawnee Ltd., and not in its personal capacity**


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.

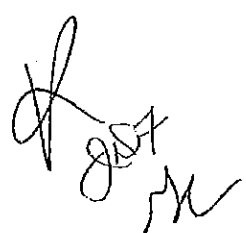
30 DAY OF November 2011.

SIGNED in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Purchaser's Signature

  
\_\_\_\_\_  
Additional Purchaser's Signature (if applicable)



January 21, 2011

**SCHEDULE "3"**



CONDOMINIUM ADDITIONAL PLAN SHEET CERTIFICATE

SHORT LEGAL 0915321;CS  
( PURSUANT TO THE CONDOMINIUM PROPERTY REGULATION )  
SHEET NUMBER : 05.  
NUMBER OF UNITS : 141  
DATED 07/12/2009

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
ADDRESS: 425 - 78 AVENUE S.W.  
CALGARY  
ALBERTA T2V5K5

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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
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  
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## 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

( CONTINUED )



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## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AGENT - JASON TALMAN AMOUNT: \$401,859
101 070 970	10/03/2010	BUILDER'S LIEN LIENOR - ALADEN PAINTING LTD.. 311 CANTEBURY DR SW CALGARY ALBERTA T2W1H7 AGENT - MAZEN SANAUBAR 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

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
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NUMBER	DATE (D/M/Y)	PARTICULARS
101 073 697	12/03/2010	BUILDER'S LIEN LIENOR - WENDY BOHN 23 SUSSEX CR SW CALGARY ALBERTA T2W0L4 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 T2ROW7 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 T2ROW7 AGENT - JACOB LAPID AMOUNT: \$41,995

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
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NUMBER	DATE (D/M/Y)	PARTICULARS
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
101 076 432	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

( CONTINUED )

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NUMBER	DATE (D/M/Y)	PARTICULARS
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
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

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
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NUMBER	DATE (D/M/Y)	PARTICULARS
		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 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 CLJNY 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

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
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NUMBER	DATE (D/M/Y)	PARTICULARS
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
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

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
 ADDRESS: 425 - 78 AVENUE S.W.  
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## REGISTRATION

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
 ADDRESS: 425 - 78 AVENUE S.W.  
 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
		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
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

( CONTINUED )



CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
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 PLAN AND ANY REDIVISION THEREOF.

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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
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

( CONTINUED )

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## REGISTRATION

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

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## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

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## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

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## REGISTRATION

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		AND BUILDER'S LIEN 101073697 AND BUILDER'S LIEN 101075229 AND BUILDER'S LIEN 101075230 UNIT 52
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

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## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		AND BUILDER'S LIEN 101070642 UNIT 20
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

( CONTINUED )

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 REGISTRATION

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
111 200 779	09/08/2011	DISCHARGE OF CERTIFICATE OF LIS PENDENS 101256920

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 PLAN AND ANY REDIVISION THEREOF.

## REGISTRATION

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		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
111 201 473	10/08/2011	DISCHARGE OF BUILDER'S LIEN 101088800
		AND BUILDER'S LIEN 101088872
		AND BUILDER'S LIEN 101089785

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## REGISTRATION

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

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 REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

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 PLAN AND ANY REDIVISION THEREOF.

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

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## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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
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

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## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
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

( CONTINUED )

CORPORATION NAME: CONDOMINIUM CORPORATION NO. 0915321  
ADDRESS: 425 - 78 AVENUE S.W.  
CALGARY  
ALBERTA T2V5K5

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

REGISTRATION

NUMBER          DATE (D/M/Y)          PARTICULARS

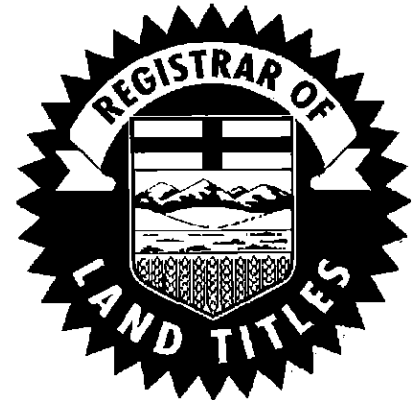
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AND CERTIFICATE OF LIS PENDENS 101283672  
AND CERTIFICATE OF LIS PENDENS 101283673  
AND CERTIFICATE OF LIS PENDENS 101284888  
UNIT 37 ONLY

TOTAL INSTRUMENTS: 104

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE  
REPRODUCTION OF THE CONDOMINIUM ADDITIONAL PLAN SHEET  
REPRESENTED HEREIN THIS 5 DAY OF DECEMBER, 2011  
AT 02:25 P.M.

ORDER NUMBER: 20227810

CUSTOMER FILE NUMBER: 1121689



\*END OF CERTIFICATE\*

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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).



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ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		RE : SEE CAVEAT
		CAVEATOR - FRANCES LORRAINE REHMAN 620-146 AVE SW CALGARY ALBERTA T2Y1N6
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

( CONTINUED )



ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
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
101 072 838	11/03/2010	BUILDER'S LIEN LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD.. TIRO CLARKE

( CONTINUED )

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ENCUMBRANCES, LIENS & INTERESTS

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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
101 075 229	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..

( CONTINUED )

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ENCUMBRANCES, LIENS & INTERESTSPAGE 5  
# 091 368 709 +39

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		C/O WARREN TETTENSOR AMANTEA LLP ATTENTION: JOSEPH B AMANTEA 1413 - 2ND STREET SW CALGARY ALBERTA T2R0W7 AGENT - JACOB LAPID AMOUNT: \$8,269
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
101 099 546	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 CALGARY ALBERTA T2P3N4 AMOUNT: \$2,377
101 100 273	08/04/2010	BUILDER'S LIEN

( CONTINUED )

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ENCUMBRANCES, LIENS & INTERESTSPAGE 6  
# 091 368 709 +39

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		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
101 232 253	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
101 244 691	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101099546
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

( CONTINUED )

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ENCUMBRANCES, LIENS & INTERESTS

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# 091 368 709 +39

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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
101 295 723	05/10/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101100273

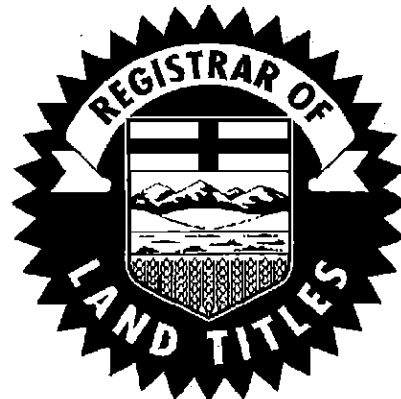
\* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL PLAN SHEET

TOTAL INSTRUMENTS: 041

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE  
REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED  
HEREIN THIS 5 DAY OF DECEMBER, 2011 AT 02:25 P.M.

ORDER NUMBER:20227810

CUSTOMER FILE NUMBER: 1121689



\*END OF CERTIFICATE\*

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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.

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INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR  
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PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR  
THE BENEFIT OF CLIENT(S).

**SCHEDULE "4"**

Osler, Hoskin & Harcourt LLP  
Suite 2500, TransCanada Tower  
450 - 1st Street S.W.  
Calgary, Alberta, Canada T2P 5H1  
403.260.7000 MAIN  
403.260.7024 FACSIMILE

OSLER

Calgary

December 6, 2011

Toronto

Morgan Fowler  
Direct Dial: 403.260.7057  
[mfowler@osler.com](mailto:mfowler@osler.com)  
Our Matter Number: 1121689

Montréal

Ottawa

**HAND DELIVERED**

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 "Debtor")**

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

**Purchase by Fidelak – Legal Unit 40, Suite 405**

We are the solicitors for the Receiver. The Receiver was appointed as receiver of the Debtor 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 Debtor is a condominium developer that has assets that consist of a three phase condominium real estate project located at 30 Shawnee Hill S.W., Calgary, Alberta, known as the "Highbury" (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:

# OSLER

- (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 December 2, 2011, the Receiver entered into a purchase contract (the “Unit 405 Purchase Contract”) with Janice and Glenn Fidelak for the purchase of a unit in Phase One of the Project. Pursuant to the Unit 405 Purchase Contract, December 22, 2011 is the closing date.

We confirm that requirements (a) – (d) listed above have been met with respect to the Unit 405 Purchase Contract, as is more fully explained and disclosed in the Twenty-Seventh Report of the Receiver dated December 6, 2011 (the “Twenty-Seventh 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 a vesting order that is substantially in the form attached as Schedule “B” to the Amended and Restated Closing Process Order (the “Vesting Order”) (where details for the schedules are to be added).**

**We have enclosed a completed Unit 405 Vesting Order in respect of the Unit 405 Purchase Contract (the “Enclosed Order”) (including the completed schedules thereto), and we confirm that the Enclosed Order is substantially in the form of the Vesting Order.**

In addition to the Amended and Restated Closing Process Order (at Tab A) and the Twenty-Seventh Receiver’s Report (at Tab B), also enclosed in support of this *ex parte* application for the Enclosed Order is a copy of the:

- Confidential Twenty-Eighth Report of the Receiver dated December 6, 2011 (filed under seal pursuant to the Third Sealing Order) (at Tab C);

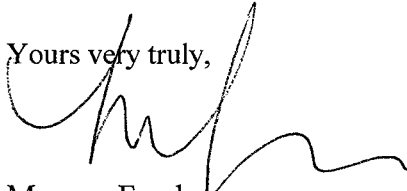


# OSLER

- 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 Receiver's Report was filed (both at Tab E); and
- Filed Fifteenth Report of the Receiver dated July 6, 2011 (excluding the schedules thereto, except for Schedule 4), which is referred to in the Twenty-Seventh Receiver's Report (at Tab F).

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

Yours very truly,



Morgan Fowler  
Encl.

c: *Deloitte & Touche Inc.*  
*A. Robert Anderson, Q.C., Osler, Hoskin & Harcourt LLP*  
*Josef Kruger, Borden Ladner Gervais LLP*  
*Jeff Poole, Poole Lawyer*  
*Chris Simard, Bennett Jones LLP*