

Clerk's stamp:

COURT FILE NUMBER: 1001-03215

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE OF CALGARY

PLAINTIFF: FIRST CALGARY SAVINGS & CREDIT UNION LTD.

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

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

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

DOCUMENT: VESTING ORDER

(Re: Purchase by Shibeko of Legal Unit 119)

OSLER, HOSKIN & HARCOURT LLP
Barristers & Solicitors
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Calgary, AB T2P 5H1
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File Number: 1121689

I hereby certify this to be a true copy of the original Vesting Order
Dated this 20 day of May 2014
[Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: May 20, 2014

NAME OF JUDGE WHO MADE THIS ORDER: Honourable Justice Romaine

**VESTING ORDER**  
**(Re: Purchase by Shibeko of Legal Unit 119)**

UPON the application on May 20, 2014 (the “**Application**”) of Deloitte Restructuring 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 as amended and restated on January 31, 2011 (the “**Receivership Order**”); **AND UPON** noting the Seventy-Third Report of the Receiver, dated May 16, 2014 (the “**Seventy-Third Receiver’s Report**”); **AND UPON** noting the Order Re: Advice and Directions regarding Service, granted October 29, 2010 (the “**Service Order**”); **AND UPON** noting the Order (Re: Distribution of Funds) granted by madam Justice A. Kent on January 31, 2011 (the “**Distribution Order**”); **AND UPON** noting the Order (re: Distribution of Funds to the Plaintiff) granted by Madam Justice A. Kent on May 5, 2011 (the “**Plaintiff Distribution Order**”); **AND UPON** noting that the remaining property of PSL (after the closing of the sale of substantially all of the remaining assets of PSL to the Statesman Group of Companies Ltd. (“**Statesman**”)) consists of *inter alia*, three individually titled storage locker units (the “**Remaining Storage Lockers**”) and 13 individually titled parking stall units (the “**Remaining Parking Stalls**”); **AND UPON** noting that on July 11, 2013, the Receiver entered into a purchase and sale agreement (the “**Purchase Contract**”) with Nikolay Shibeko and Lidia Shibeko and/or nominee (collectively, the “**Purchasers**”) to sell residential unit 49 and one of the Remaining Parking Stalls; **AND UPON** noting that the Purchase Contract was approved by way of a Vesting Order granted by Madam Justice Romaine on July 24, 2013 (the “**July 2013 Vesting Order**”); **AND UPON** noting that the July 2013 Vesting Order related only to the residential unit being sold to the Purchaser as the July 2013 Vesting Order was obtained pursuant to a Closing Process Order granted by Madam Justice Strekaf on November 29, 2010 and the Closing Process Order applies only to residential units and not to the Remaining Parking Stalls; **AND UPON** noting that while the residential unit which was the subject of the Purchase Contract has been conveyed to the Purchaser, the Remaining Parking Stall referenced in the Purchase Contract has not yet been conveyed to the Purchaser; **AND UPON** noting that the sale and conveyance of the Remaining Parking Stall to the Purchaser is in accordance with all applicable bylaws of Condominium Corporation 0915321; **AND UPON** reference being made to

any other materials filed by the Receiver; **IT IS HEREBY ORDERED, ADJUDGED AND DECLARED THAT:**

**TRANSFER OF PARKING STALL UNIT 119**

1. Pursuant to the Purchase Contract, the Receiver is authorized to convey title to the unit legally described below:

Condominium Plan 0915321  
Unit 119  
And 2 undivided one ten thousandth shares in the  
common property  
Excepting thereout all mines and minerals  
(the "**Unit**")

to the Purchaser on the terms described below.

**CLOSING OF THE TRANSACTION**

2. To convey title of the Unit to Purchaser (the "**Transaction**"), unless already done so, the Purchasers shall provide the Receiver with written notice of the name and address of his/her solicitor for the Transaction (the "**Purchaser's Solicitors**") within 5 days of being served with a copy of this Vesting Order.
3. Upon the delivery of a certified copy of this Vesting Order to the Registrar of the South Alberta Land Titles Office (the "**Registrar**") and a written request from the Receiver's Conveyancing Solicitors to do so, the Registrar shall:
  - (a) cancel certificate of title number 091 368 709 + 118 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 include the encumbrances listed in Schedule "A" to this Vesting Order (collectively, the "**Permitted Encumbrances**");
  - (c) discharge any and all of the encumbrances from the New Title that are listed in Schedule "B" to this Vesting Order (collectively, the "**Listed Encumbrances**");and

(d) discharge, as it pertains to the Unit (including the Purchaser's share in the common property) on the condominium additional plan sheet certificate (the "CAPSC") 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").

4. The Registrar shall perform the steps specified in paragraph 3 of this Vesting Order:

(a) in the order specified in paragraph 3 of this Vesting Order; and

(b) notwithstanding the requirements of section 191(1) of the *Land Titles Act*, R.S.A. 2000, c. L - 4 (the "LTA").

#### VESTING OF TITLE TO THE UNIT

5. Upon the Registrar issuing a certified copy of the New Title in accordance with paragraphs 3 and 4 of this Vesting 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.

6. Upon the Registrar completing the steps identified in paragraphs 3 and 4 of this Vesting Order, the Registrar shall forthwith make available to the Purchaser's Solicitors a certified copy of the New Title.

## **HOLDING OF THE NET PROCEEDS**

7. The Receiver shall hold all amounts paid or disbursed by the Purchaser's Solicitors to the Receiver's Conveyancing Solicitors pursuant to the Purchase Contract (collectively, the "**Total Proceeds**"), less any holdback the Receiver may be required to make in order to obtain or verify (if necessary) Alberta New Home Warranty Program warranty coverage for the Unit, less closing costs including real estate commissions, taxes, conveyancing costs of the Receiver, and other usual closing costs (the "**Net Proceeds**") pursuant to and in accordance with the terms of this Vesting Order.
8. The Net Proceeds shall stand in the place and stead of the Unit and any holder of the Encumbrances ("**Encumbrancers**") may assert their Claims against the Net Proceeds with the same right and priority that the Encumbrancers had against the Unit immediately prior to the sale of the Unit, as if the Unit had not been sold and remained in the possession and control of PSL.
9. The Net Proceeds shall be disbursed by the Receiver in accordance with the Distribution Order and the Plaintiff Distribution Order.

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

10. All costs, fees and disbursements associated with the steps outlined in paragraph 3 of this Vesting Order, including the registration of any mortgage against the Unit in favour of the Purchaser's lender, shall be for the Purchaser's account.

## **SERVICE OF THIS ORDER**

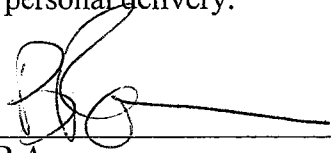
11. Service of this Vesting Order shall be deemed good and sufficient by serving same on the Purchaser or on the Purchaser's Solicitor, and by posting a copy of the Vesting Order on the Receiver's website at:

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

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

- (a) if being served on the Purchaser's Solicitor, by delivery of this Vesting Order on the Purchaser's Solicitor by PDF email, facsimile, rush courier or personal delivery to the office of the Purchaser's Solicitor; or
- (b) if being served on the Purchaser directly, by delivery of this Vesting Order by PDF email, facsimile, 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.

12. Service of this Vesting Order shall be deemed good and sufficient regardless of whether service is effected by PDF email, facsimile, courier, or personal delivery.

  
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J.C.Q.B.A.

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

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
861 205 323	11/12/1986	UTILITY RIGHT OF WAY GRANTEE – THE CITY OF CALGARY AS TO PORTION OR PLAN: 8611330
871 142 214	10/08/1987	CAVEAT RE: SEE CAVEAT CAVEATOR – FRANCES LORRAINE REHMAN
071 476 257	24/09/2007	CAVEAT RE: RESTRICTIVE COVENANT
091 088 418	02/04/2009	UTILITY RIGHT OF WAY GRANTEE – ENMAX POWER CORPORATION 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

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

091 372 553	10/12/2009	CHANGE OF BY-LAWS
131 259 448	09/10/2013	CHANGE OF DIRECTORS



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

**LISTED ENCUMBRANCES**

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
071 422 840	23/08/2007	MORTGAGE MORTGAGEE - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
071 422 841	23/08/2007	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - FIRST CALGARY SAVINGS & CREDIT UNION LTD.
101 062 618	03/03/2010	BUILDER'S LIEN LIENOR - PRECISION ALUMINUM MANUFACTURING INC..
101 063 343	03/03/2010	BUILDER'S LIEN LIENOR - EMCO CORPORATION.
101 066 488	05/03/2010	BUILDER'S LIEN LIENOR - MIRCOM DISTRIBUTION (BC) INC.
101 067 936	08/03/2010	BUILDER'S LIEN LIENOR - 759450 ALBERTA LTD. O/A INTERIOR FINISHING.
101 067 938	08/03/2010	BUILDER'S LIEN LIENOR - C. & T. REINFORCING STEEL CO. (ALBERTA) LTD..
101 069 174	09/03/2010	BUILDER'S LIEN LIENOR - ADLER FIRESTOPPING LTD..
101 071 142	10/03/2010	BUILDER'S LIEN LIENOR - COAST WHOLESALE APPLIANCES GP INC..
101 071 143	10/03/2010	BUILDER'S LIEN LIENOR - THE FINISHING CENTRE LTD..
101 072 838	11/03/2010	BUILDER'S LIEN LIENOR - MODERN INDUSTRIAL RENTALS (1978) LTD..
101 072 839	11/03/2010	BUILDER'S LIEN LIENOR - UNITED RENTALS OF CANADA, INC..
101 072 840	11/03/2010	BUILDER'S LIEN LIENOR - MORWEST CRANE & SERVICES LTD..

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 075 229	15/03/2010	BUILDER'S LIEN LIENOR – 1412705 ALBERTA LIMITED.
101 076 429	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES LTD..
101 076 430	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES
101 076 431	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES
101 076 432	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES
101 081 785	22/03/2010	BUILDER'S LIEN LIENOR – CANNEX CONTRACTING 2000 INC..
101 085 868	24/03/2010	BUILDER'S LIEN LIENOR – NORDSTAR KITCHENS LTD..
101 088 872	26/03/2010	BUILDER'S LIEN LIENOR – DOMENICO FANELLI
101 100 273	08/04/2010	BUILDER'S LIEN LIENOR – RIDGELINE SHEET METAL INC..
101 100 274	08/04/2010	ORDER IN FAVOUR OF – DELOITTE & TOUCHE INC..
101 210 310	15/07/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069174
101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072840
101 232 253	06/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101075229
101 232 254	06/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101063343
101 235 115	09/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101085868
101 236 589	10/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101066488
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
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
101 281 039	21/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101088872
101 288 123	28/09/2010	CERTIFICATE OF LIS PENDENS BY – ON TRACK EXCAVATING LTD. AGAINST – PERERA SHAWNEE LTD. AGAINST – PERERA DEVELOPMENT CORPORATION AGAINST – CONDOMINIUM COORPORATION NO. 0915321
101 295 723	05/10/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101100273

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

**CAPSC ENCUMBRANCES**

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 063 343	03/03/2010	BUILDER'S LIEN LIENOR – EMCO CORPORATION
101 066 488	05/03/2010	BUILDER'S LIEN LIENOR – MIRCOM DISTRIBUTION (BC) INC.
101 067 936	08/03/2010	BUILDER'S LIEN LIENOR – 759450 ALBERTA LTD. O/A INTERIOR FINISHING
101 067 937	08/03/2010	BUILDER'S LIEN LIENOR – FIRST CHOICE POST CONSTRUCTION CLEANING
101 067 938	08/03/2010	BUILDER'S LIEN LIENOR – C. & T. REINFORCING STEEL CO. (ALBERTA) LTD.
101 069 579	09/03/2010	BUILDER'S LIEN LIENOR – ALCON ELECTRICAL CORP.
101 070 642	10/03/2010	BUILDER'S LIEN LIENOR – MORWEST CRANE & SERVICES LTD.
101 070 970	10/03/2010	BUILDER'S LIEN LIENOR – ALADEN PAINTING LTD.
101 072 838	11/03/2010	BUILDER'S LIEN LIENOR – MODERN INDUSTRIAL RENTALS (1978) LTD.
101 072 839	11/03/2010	BUILDER'S LIEN LIENOR – UNITED RENTALS OF CANADA, INC.
101 073 253	12/03/2010	BUILDER'S LIEN LIENOR – INLAND PIPE A DIVISION OF LEHIGH HANSON MATERIALS LTD.
101 073 697	12/03/2010	BUILDER'S LIEN LIENOR – WENDY BOHN
101 075 229	15/03/2010	BUILDER'S LIEN LIENOR – 1412705 ALBERTA LIMITED
101 075 230	15/03/2010	BUILDER'S LIEN LIENOR – JMMK PLUMBING & HEATING INC.

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
101 075 235	15/03/2010	BUILDER'S LIEN LIENOR – GLOBAL STONE INC.
101 075 236	15/03/2010	BUILDER'S LIEN LIENOR – NOVASTONE INC.
101 076 432	16/03/2010	BUILDER'S LIEN LIENOR – KORDICK ENTERPRISES
101 081 785	22/03/2010	BUILDER'S LIEN LIENOR – CANNEX CONTRACTING 2000 INC.
101 083 554	23/03/2010	BUILDER'S LIEN LIENOR – GREAT SHADES LTD.
101 083 849	23/03/2010	BUILDER'S LIEN LIENOR – COONEY'S TRUCKING LTD.
101 085 868	24/03/2010	BUILDER'S LIEN LIENOR – NORDSTAR KITCHENS LTD.
101 088 800	26/03/2010	BUILDER'S LIEN LIENOR – MACS LANDSCAPING & CONCRETE
101 088 872	26/03/2010	BUILDER'S LIEN LIENOR – DOMENICO FANELLI
101 089 785	29/03/2010	BUILDER'S LIEN LIENOR – ALUMA SYSTEMS INC.
101 090 065	29/03/2010	BUILDER'S LIEN LIENOR – ON TRACK EXCAVATING LTD.
101 104 779	13/04/2010	BUILDER'S LIEN LIENOR – OMC RENOVATIONS
101 157 679	28/05/2010	INSTRUMENT PHASED DEVELOPMENT DISCLOSURE STATEMENT
101 230 491	04/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101070642
101 244 766	17/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101072839
101 256 920	27/08/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101067936
101 264 691	03/09/2010	CERTIFICATE OF LIS PENDENS AFFECTS INSTRUMENT: 101069579

<b>REGISTRATION NUMBER</b>	<b>DATE (D/M/Y)</b>	<b>PARTICULARS</b>
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.
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