

THIS IS EXHIBIT " V "
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of Feb A.D. 2010

Ku
A Commissioner for Oaths in and for
the Province of Alberta

BLG CANADA LLP
400 Third Avenue SW,
Calgary, Alberta, Canada T2P 4H2
tel: (403) 232-9500 fax: (403) 266-1395
www.blgcanada.com

KATHLEEN BURKE
BARRISTER & SOLICITOR

ROBERT C. STEMP
direct tel.: (403) 232-9780
e-mail: rstemp@blgcanada.com
file no: 419391.3RCS



BORDEN
LADNER
GERVAIS

December 21, 2009

Perera Shawnee Ltd.
425 - 78 Avenue SW,
Calgary, AB T2V 5K5

Attention: Don Perera

Dear Sir:

Re: **First Calgary Savings and Credit Union Ltd. ("First Calgary") - First Mortgage Loan and Collateral Security to Perera Shawnee Ltd. ("Perera") - The Highbury Guarantors - Perera Development Corporation, Don L. Perera and Shiranie M. Perera**

We act as solicitors for First Calgary.

It is our understanding that you have approached our client for additional funding of the project called The Highbury in order to facilitate costs overruns and additional costs incurred with respect to this development.

Our client has discussed this matter and they are prepared to consider funding up to an additional \$1,000,000.00, in the immediate future, subject to the following conditions:

Prior to advancing any further funds in addition to the \$1,000,000.00 that may be advanced this month, First Calgary will issue formal demands for payment on Perera and its Guarantors and Perera and its Guarantors will execute a Forbearance Agreement in a form acceptable to First Calgary as prepared by their solicitors, which Forbearance Agreement, *inter alia*, will have the following conditions:

1. That Perera and its Guarantors waive any notice periods pursuant to the demands;
2. That First Calgary will appoint a monitor to review any and all aspects, as First Calgary deems appropriate, with respect to this project, at your cost, which monitor will report to First Calgary periodically;
3. That you execute a Statutory Declaration with respect to the net worth of Don Perera and Shiranie Perera complete with all appropriate schedules indicating all assets and liabilities;
4. A Consent Judgement to be entered into by all Guarantors with respect to their liabilities pursuant to their Guarantees to First Calgary, which Consent Judgement will be governed and utilized in accordance with provisions of the Forbearance Agreement;

CALGARY • MONTREAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

5. That Perera execute a Consent Receiver or Receiver-Manager Order, in a form and as First Calgary deems appropriate, with respect to Perera and all of its assets, which Order will be governed and utilized in accordance with the provisions of the Forbearance Agreement.

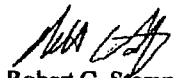
First Calgary will instruct its solicitors to prepare the formal demands and Forbearance Agreement in the first week of January, 2010 and Perera and its Guarantors will be required to execute the Forbearance Agreement no later than Tuesday, January 12, 2012.

Failure to execute the above noted documents by January 12, 2012 will constitute a default under the security documents held by First Calgary.

Kindly acknowledge your acceptance of the above noted conditions by indicating your acceptance of the same on the attached Acknowledgement and please return the same immediately to our office.

Yours truly,

BORDEN LADNER GERVAIS LLP

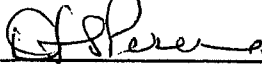

Robert C. Stemp
/sj

ACKNOWLEDGEMENT

We hereby acknowledge receipt of the above-noted letter and agree with its terms and conditions.

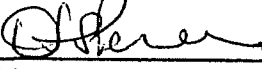
Dated this 22 day of December, 2009.

Perera Shawnee Ltd.


 (c/s)
Per:


Per:

Perera Development Corporation

 (c/s)
Per:

Per:


Witness


Don L. Perera

Witness

Shiranie M. Perera

AFFIDAVIT OF EXECUTION

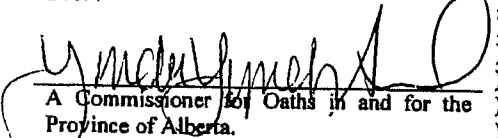
CANADA
PROVINCE OF ALBERTA
TO WIT:

ROBIN G. LOKHORST
BARRISTER & SOLICITOR) of the City of
) Calgary, in the Province of Alberta
)
)

MAKE OATH AND SAY AS FOLLOWS:

1. I was personally present and did see **Don L. Perera** named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose therein.
2. The same was executed at Calgary, Alberta, and I am the subscribing witness thereto.
3. **Don L. Perera** is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of)
Calgary, Alberta, this 22 day of December,)
2009.)

)
A Commissioner for Oaths in and for the)
Province of Alberta.)

Linda Lynch-Staunton
Barrister & Solicitor



BORDEN
LADNER
GERVAIS

VIA REGISTERED MAIL

THIS IS EXHIBIT "W"
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of FEB A.D. 20 10.
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta
KATHLEEN BURKE
BARRISTER & SOLICITOR

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1000 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta, Canada T2P 4H2
tel: (403) 232-9500 fax: (403) 266-1395
www.blgcanada.com

TRAVIS P. LYSAK
direct tel.: (403) 232-9719
e-mail: tlysak@blgcanada.com
file no: 419391-000003

January 21, 2010

Perera Shawnee Ltd.
425 – 78 Avenue SW
Calgary, Alberta
T2V 5K5

Attention: Don L. Perera

Dear Mr. Perera

Re: Perera Shawnee Ltd. ("PSL"): Credit Facilities with First Calgary Savings & Credit Union Ltd. ("First Calgary")

We represent First Calgary with respect to the Credit Facilities extended to PSL by First Calgary pursuant to a Commitment Letter dated July 9, 2007, as amended, a Commitment Letter dated June 12, 2009, and a Commitment Letter dated December 21, 2009 (the "Loan"). The Loan is secured by the following:

1. General Security Agreement and charge of land dated August 15, 2007 granted by PSL to First Calgary;
2. Mortgage in the amount of \$65,000,000 dated August 15, 2007 granted by PSL to First Calgary;
3. Promissory Note in the amount of \$24,339,255 dated August 15, 2007;
4. Promissory Note in the amount of \$4,250,000 dated August 15, 2007;
5. Promissory Note in the amount of \$75,000 dated August 27, 2007;
6. Promissory Note in the amount \$271,200 dated September 4, 2007;
7. Promissory Note in the amount of \$4,540,000 dated June 18, 2009;
8. Promissory Note in the amount of \$2,800,000 dated December 22, 2009;
9. Assignment of Rent and Leases dated August 15, 2007, granted by PSL to First Calgary;
10. Account Set Off Agreement dated August 15, 2007 between PSL and First Calgary;

CALGARY • MONTREAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

11. Indemnity Agreement dated August 8, 2007 between PSL, Perera Development Corporation, Don L. Perera, Shiranie M. Perera and First Calgary, and
 12. Assignment of Amenities Holdbacks.
- (collectively the "Security").

PSL has been and continues to be in default of numerous covenants under the Loan and the Security including, *inter alia*:

- (a) Non payment when due and amounts owed pursuant to the Loan (the "indebtedness);
- (b) Failing to observe or perform its obligations under the Loan and the Security;
- (c) Furnishing Certificates, statements, representations, warranties, and audits to First Calgary in connection with the Loan and Security that were and are materially false;
- (d) Experiencing a material adverse change in PSL's financial condition; and
- (e) First Calgary considers that it is unsecure, considers that the prospect of repayment of the Indebtedness is or is about to be impaired, and considers that its collateral is or is about to be placed in jeopardy.

Accordingly, First Calgary hereby declares all amounts owing under the Loan and the Security to be immediately due and payable and formally demands immediate repayment of such amounts, which, as of January 4, 2010, totals \$30,827,071, plus costs, broken down as follows:

	Loan 504	Loan 800	Loan 801	Loan 802	Loan 533	Loan 534
Principal:	\$4,145,655	\$21,289,86	\$4,250,000	\$752,750	\$75,000	\$271,200
Interest :	<u>\$ 19,803</u>	<u>\$ 102,673</u>	<u>\$18,805</u>	<u>\$1,284</u>		
Total:	\$4,165,458	\$21,292,535	\$4,268,845	\$754,033	\$75,000	\$271,200
Per Diem \$	596	\$ 2,758	\$553	\$150		

Under the terms of the Loan and the Security, PSL is liable for all interest which continues to accrue under the Loan and Security from January 4, 2010 and all costs accrued by First Calgary in recovering all sums due and owing to it under the Loan and Security, including all legal costs on a solicitor-client basis until payment is made.

We also enclose a copy of the Notice of Intention to Enforce Security pursuant to s. 244(i) of the *Bankruptcy and Insolvency Act*.

In the event that payment for the full amount outstanding is not made by January 31, 2010 First Calgary will take such steps as it considers necessary to protect, enforce and preserve its legal rights and remedies.

First Calgary reserves the right to take earlier action to protect, enforce and preserve its legal rights in the event it deems them to have further deteriorated.

Yours truly,


BORDEN LADNER GERVAIS LLP

TRAVIS P. LYSAK

TL/kp

Enclosure

cc: Perera Development Corporation
Attn: D. Perera
cc: Don L. Perera
cc: Shiranie M. Perera
cc: First Calgary Attn: Mike Wheatley and Terry Cammell
cc: McLeod & Company Attn: Ross Kaplan

BANKRUPTCY AND INSOLVENCY ACT
Form 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Perera Shawnee Ltd.
425 - 78 Avenue SW
Calgary, Alberta
T2V 5K5

TAKE NOTICE THAT:

1. First Calgary Savings & Credit Union Ltd. secured creditor (the "Secured Creditor"), intends to enforce his security on or against the property of Perera Shawnee Ltd.(the "Debtor") as described below:
 - (a) All property now or hereafter owned or acquired on or behalf of the Debtor and in all proceeds thereof; and
 - (b) A fixed mortgage and charge against any interest the Debtor currently has, or may acquire in any real property.

2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement and charge of land dated August 15, 2007 granted by PSL to First Calgary;
 - (b) Mortgage in the amount of \$65,000,000 dated August 15, 2007 granted by PSL to First Calgary;
 - (c) Promissory Note in the amount of \$24,339,255 dated August 15, 2007;
 - (d) Promissory Note in the amount of \$4,250,000 dated August 15, 2007;
 - (e) Promissory Note in the amount of \$75,000 dated August 27, 2007;
 - (f) Promissory Note in the amount \$271,200 dated September 4, 2007;
 - (g) Promissory Note in the amount of \$4,540,000 dated June 18, 2009;
 - (h) Promissory Note in the amount of \$2,800,000 dated December 22, 2009;
 - (i) Assignment of Rent and Leases dated August 15, 2007, granted by PSL to First Calgary;
 - (j) Account Set Off Agreement dated August 15, 2007 between PSL and First Calgary;

(k) Indemnity Agreement dated August 8, 2007 between PSL, Perera Development Corporation, Don L. Perera, Shiranie M. Perera and First Calgary, and

(l) Assignment of Amenities Holdbacks.

(collectively the "Security")

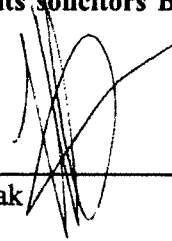
3. The total amount of indebtedness secured by the Security is, as at January 4, 2010, \$30,827,071 plus further accruing interest, plus all costs incurred in recovering such amount including legal costs on a solicitor and own client full indemnity basis.
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the Debtor consents to an earlier enforcement.

DATED at the City of Calgary, this 21st day of January, 2010.

**FIRST CALGARY SAVINGS & CREDIT
UNION LTD., by its solicitors Borden Ladner
Gervais LLP**

Per:

Travis Lysak





THIS IS EXHIBIT "X" referred to in the Affidavit of Michael Wheatley
 Sworn before me this 26 day of Feb A.D. 2010

Borden Ladner Gervais LLP
 Lawyers • Patent & Trade-mark Agents
 1000 Canterra Tower
 400 Third Avenue S.W.
 Calgary, Alberta, Canada T2P 4H2
 tel: (403) 232-9500 fax: (403) 266-1395
 www.blgcanada.com

[Signature]
 A Commissioner for Oaths in and for
 the Province of Alberta

KATHLEEN BURKE
 BARRISTER & SOLICITOR

TRAVIS P. LYSAK
 direct tel.: (403) 232-9719
 e-mail: tlysak@blgcanada.com
 file no: 419391-000003

VIA REGISTERED MAIL

January 21, 2010

Perera Development Corporation
 425 – 78 Avenue SW
 Calgary, Alberta
 T2V 5K5

Attention: Don L. Perera

Dear Mr. Perera

Re: Perera Shawnee Ltd. ("PSL"): Credit Facilities with First Calgary Savings & Credit Union Ltd. ("First Calgary")

We represent First Calgary with respect to the Credit Facilities extended to PSL by First Calgary pursuant to a Commitment Letter dated July 9, 2007, as amended, a Commitment Letter dated June 12, 2009, and a Commitment Letter dated December 21, 2009 (the "Loan").

PSL is in default under the Loan and various security granted by it to First Calgary and First Calgary has demanded repayment of all amounts owing to it by PSL, namely, \$30,827,071 (the "Indebtedness").

Pursuant to Guarantee and Postponement dated August 15, 2007, Perera Development Corporation ("PDC") has granted the repayment of the Indebtedness to the limited sum of \$25,000,000, plus interest accruing from today's date, plus all legal costs incurred in recovering such sum on a solicitor and own client full indemnity basis (the "Guaranteed Sum").

The Guaranteed Sum is secured by the following:

- (a) General Security Agreement and Charge on Land dated August 15, 2007 granted by PDC to First Calgary; and
- (b) Indemnity Agreement dated August 8, 2007 between PSL, Perera Development Corporation, Don L. Perera, Shiranie M. Perera and First Calgary,

(collectively the "Security").

Accordingly, First Calgary hereby demands repayment of the Guaranteed Sum, namely \$25,000,000 plus accruing interest from today's date, plus legal fees incurred in recovering such sum on a solicitor and own client full indemnity basis.

CALGARY • MONTREAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

We also enclose a copy of the Notice of Intention to Enforce Security pursuant to s. 244(i) of the *Bankruptcy and Insolvency Act*.

In the event that payment for the full amount outstanding is not made by January 31, 2010 First Calgary will take such steps as it considers necessary to protect, enforce and preserve its legal rights and remedies.

First Calgary reserves the right to take earlier action to protect, enforce and preserve its legal rights in the event it deems them to have further deteriorated.

Yours truly,

BORDEN LADNER GERVAIS LLP



TRAVIS P. LYSAK

TL/kp

Enclosure

cc: First Calgary Attn: Mike Wheatley and Terry Cammell
cc: McLeod & Company Attn: Ross Kaplan

BANKRUPTCY AND INSOLVENCY ACT
Form 86

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1))

TO: Perera Development Corporation
425 – 78 Avenue SW
Calgary, Alberta
T2V 5K5

TAKE NOTICE THAT:

1. First Calgary Savings & Credit Union Ltd. secured creditor (the "Secured Creditor"), intends to enforce his security on or against the property of Perera Development Corporation (the "Debtor") as described below:
 - (a) All property now or hereafter owned or acquired on or behalf of the Debtor and in all proceeds thereof; and
 - (b) A fixed mortgage and charge against any interest the Debtor currently has, or may acquire in any real property.
2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement and Charge on Land dated August 15, 2007 granted by Perera Development Corporation; and
 - (b) Indemnity Agreement dated August 8, 2007 between PSL, Perera Development Corporation, Don L. Perera, Shiranie M. Perera and First Calgary(collectively the "Security").
3. The total amount of indebtedness secured by the Security is, as at January 4, 2010, \$25,000,000.00 plus further accruing interest, plus all costs incurred in recovering such sum including legal costs on a solicitor and own client full indemnity basis.
4. The Secured Creditor will not have the right to enforce the security until after the expiry of the 10 day period following the sending of this Notice, unless the Debtor consents to an earlier enforcement.

DATED at the City of Calgary, this 21st day of January, 2010.

**FIRST CALGARY SAVINGS & CREDIT
UNION LTD., by its solicitors Borden Ladner
Gervais LLP**

Per: _____

Travis Lysak



BORDEN
LADNER
GERVAIS

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1000 Canterra Tower
400 Third Avenue S.W.
Calgary, Alberta, Canada T2P 4H2
tel: (403) 232-9500 fax: (403) 266-1395
www.blgcanada.com

THIS IS EXHIBIT "4"
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of Feb A.D. 2010.
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta

TRAVIS P. LYSAK
direct tel.: (403) 232-9719
e-mail: tlysak@blgcanada.com
file no: 419391-000003

VIA REGISTERED MAIL

January 21, 2010

Don L. Perera
708 Hillcrest Avenue SW
Calgary, Alberta T2S 0N4

Dear Mr. Perera

Re: Perera Shawnee Ltd. ("PSL"): Credit Facilities with First Calgary Savings & Credit Union Ltd. ("First Calgary")

We represent First Calgary with respect to the Credit Facilities extended to PSL by First Calgary pursuant to a Commitment Letter dated July 9, 2007, as amended, a Commitment Letter dated June 12, 2009, and a Commitment Letter dated December 21, 2009 (the "Loan").

PSL is in default under the Loan and various security granted by it to First Calgary and First Calgary has demanded repayment of all amounts owing to it by PSL, namely, \$30,827,071 (the "Indebtedness").

Pursuant to Guarantee and Postponements dated August 15, 2007, August 16, 2009 and July 2, 2009 you have guaranteed the repayment of the Indebtedness to the limited sum of \$9,540,000, plus interest accruing from today's date, plus all legal costs incurred in recovering such sum on a solicitor and own client full indemnity bases, (the "Guaranteed Sum").

The Guaranteed Sum is secured by the following:

- (a) Mortgage dated August 9, 2007 granted by your and Shiranie M. Perera to First Calgary; and
- (b) Indemnity Agreement dated August 8, 2007 between PSL, Perera Development Corporation, Don L. Perera, Shiranie M. Perera and First Calgary,

(collectively the "Security").

Accordingly, First Calgary hereby demands repayment of the Guaranteed Sum, namely \$9,540,000 plus accruing interest from today's date, plus legal fees incurred in recovering such sum on a solicitor and own client full indemnity basis.

In the event that payment for the full amount outstanding is not made by January 31, 2010 First Calgary will take such steps as it considers necessary to protect, enforce and preserve its legal rights and remedies.

CALGARY • MONTREAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

First Calgary reserves the right to take earlier action to protect, enforce and preserve its legal rights in the event it deems them to have further deteriorated.

Yours truly,


BORDEN LADNER GERVAIS LLP

TRAVIS R. LYSAK

TL/kp

Enclosure

cc: First Calgary Attn: Mike Wheatley and Terry Cammell
cc" McLeod & Company Attn: Ross Kaplan



BORDEN
LADNER
GERVAIS

VIA REGISTERED MAIL

THIS IS EXHIBIT 7
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of Feb A.D. 2010.
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta
KATHLEEN BURKE
BARRISTER & SOLICITOR

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1000 Carterra Tower
400 Third Avenue S.W.
Calgary, Alberta, Canada T2P 4H2
tel: (403) 232-9500 fax: (403) 266-1395
www.blgcanada.com

TRAVIS P. LYSAK
direct tel.: (403) 232-9719
e-mail: tlysak@blgcanada.com
file no: 419391-000003

January 21, 2010

Shiranie M. Perera
708 Hillcrest Avenue SW
Calgary, Alberta T2S 0N4

Dear Mr. Perera

Re: Perera Shawnee Ltd. ("PSL"): Credit Facilities with First Calgary Savings & Credit Union Ltd. ("First Calgary")

We represent First Calgary with respect to the Credit Facilities extended to PSL First Calgary pursuant to a Commitment Letter dated July 9, 2007, as amended, a Commitment Letter dated June 12, 2009, and a Commitment Letter dated December 21, 2009 (the "Loan").

PSL is in default under the Loan and various security granted by it to First Calgary and First Calgary has demanded repayment of all amounts owing to it by PSL, namely, \$30,827,071 (the "indebtedness").

Pursuant to a Guarantee and Postponement dated August 16, 2007, you have guaranteed the repayment of the Indebtedness to the limited sum of \$3,000,000, plus interest accruing from today's date, plus all legal costs incurred in recovering such sum on a solicitor and own client full indemnity basis (the "Guaranteed Sum").

The Guaranteed Sum is secured by the following:

- (a) Mortgage dated August 9, 2007 granted by you and Don L. Perera to First Calgary; and
- (b) Indemnity Agreement dated August 8, 2007 between PSL, Perera Development Corporation, Don L. Perera, Shiranie M. Perera and First Calgary,

(collectively the "Security").

Accordingly, First Calgary hereby demands repayment of the Guaranteed Sum, namely \$3,000,000 plus accruing interest from today's date, plus legal fees incurred in recovering such sum on a solicitor and own client full indemnity basis.

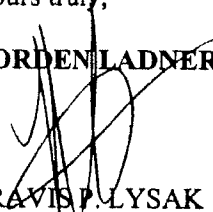
In the event that payment for the full amount outstanding is not made by January 31, 2010 First Calgary will take such steps as it considers necessary to protect, enforce and preserve its legal rights and remedies.

CALGARY • MONTREAL • OTTAWA • TORONTO • VANCOUVER • WATERLOO REGION

First Calgary reserves the right to take earlier action to protect, enforce and preserve its legal rights in the event it deems them to have further deteriorated.

Yours truly,

BORDEN LADNER GERVAIS LLP


TRAVIS P. LYSAK

TL/kp

Enclosure

cc: First Calgary Attn: Mike Wheatley and Terry Cammell
cc: McLeod & Company Attn: Ross Kaplan

Consent and Agreement

THIS IS EXHIBIT 22
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of Feb A.D. 2010
Ks
A Commissioner for Oaths in and for
the Province of Alberta

KATHLEEN BURKE
BARRISTER & SOLICITOR

Perera Shawnee Ltd. (the "Company") hereby consents and agrees to the appointment of Deloitte & Touche LLP ("Deloitte") as a monitor by First Calgary Savings & Credit Union Ltd. (the "Lender") in accordance with the above letter of engagement and the General Business Terms forming part thereof (the "General Business Terms") and acknowledges that they have read and understood the terms and conditions of the letter.

The Company hereby:

1. Agrees that Deloitte shall have unrestricted access to all information concerning the Company's undertaking, property and affairs in order to carry out this engagement. Deloitte shall have complete and open access to all premises, offices, files and records of every kind and description, including all business, accounting, legal and other records, documents and files, including copies thereof (the "Information") of the Company. The Company's officers, directors, partners, employees, agents and consultants shall answer all questions put to them truthfully and to the best of their ability and the Company shall instruct its officers, directors, employees, agents, consultants, bankers, accountants, solicitors and other advisors to provide any and all Information required by Deloitte. Deloitte may make copies of any and all documents, including electronically stored data and computer records, which Deloitte considers necessary to complete its review.
2. Agrees to use reasonable skill, care and attention to ensure that all information provided to Deloitte is accurate and complete and will notify Deloitte if it subsequently learns that the Information provided is incorrect or inaccurate or otherwise should not be relied on.
3. Authorizes the Lender to disclose to Deloitte any information the Lender has concerning the Company, its business and affairs. In addition, the Company authorizes Deloitte to report any financial or other information gathered by Deloitte to the Lender and its advisors and Credit Union Deposit Guarantee Corporation and Credit Union Central of Alberta.
4. Agrees that neither the Lender nor Deloitte shall have any responsibility for any decisions and activities by the Company during the period of the review by Deloitte and that Deloitte will have no management responsibilities to the Company and that nothing herein or done pursuant to this engagement will constitute an arrangement, agreement or relationship between the Company and Deloitte. The Company will be solely responsible for making all management decisions, performing all management functions and establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities. The Company shall not hold out to any person that Deloitte is acting other than as a monitor for the purpose of reporting and making recommendations to the Lender on the operations and affairs of the Company.
5. Acknowledges that all of the terms of the security and guarantees given to the Lender in relation to the credit facilities and indebtedness and liabilities of the Company to the Lender remain in full force and effect and are in no way waived or restrained, notwithstanding this appointment of Deloitte as monitor. The engagement of Deloitte shall not prejudice or impair or adversely affect the rights and remedies of the Lender against the Company or any guarantor or pursuant to any security, guarantees or agreements the Lender may have or require the Lender to delay in enforcing any of these rights and remedies, nor shall it operate as a waiver by the Lender of any defaults or events of default which

Consent and Agreement

Page 2

may exist in relation to any of the credit facilities of the Company with the Lender or any security, guarantees or other agreements held by the Lender.

6. Agrees that Deloitte may obtain legal advice from the Lender's legal advisers relative to this engagement.
7. Agrees to indemnify the Lender with respect to the fees and expenses of Deloitte, including legal costs, related to this engagement and authorizes the Lender to debit the Company's account to cover these costs, including goods and services tax. Any fees paid by the Lender on behalf of the Company shall be treated as an advance to the Company, secured by the Lender's security documentation.
8. Agrees that neither Deloitte nor the Lender shall have any liability, responsibility or obligation to the Company, or any persons who have provided guarantees to the Lender, whatsoever, whether in contract, negligence, tort or otherwise, arising in respect of any cause, matter or thing existing as of the date hereof or arising in respect of this engagement of Deloitte by the Lender or any addition to or variation thereof, and the Company agree to indemnify and save each of Deloitte and the Lender harmless of and from any and all claims, demands, liabilities, losses and expenses sustained or incurred by either or both of them arising out of the engagement of Deloitte as monitor in accordance herewith.
9. Agrees that during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("Personal Information"), either from the Company or from third parties. The Company and Deloitte agree that Deloitte will collect, use and disclose Personal Information solely for purposes related to its appointment as consultant by the Lender, and on behalf of the Company.
10. Agrees to maintain the confidentiality of the report and other information contained therein and will disclose it only to its management and other employees who need to have access to the same and to its legal counsel in this matter only after it secures their agreement in writing to maintain the confidentiality of the report and information.
11. By signature of the undersigned signing officer, the Company further acknowledges and confirms that the Company has received no commitment, representation or warranty from the Lender or Deloitte in connection with this engagement, and the Lender reserves all rights and remedies, including the rights to enforce and realize on the security and guarantees it holds as it in its sole discretion considers appropriate. The Company also acknowledges having been informed that, depending upon subsequent events, Deloitte & Touche Inc. may be appointed to act as agent, interim receiver, receiver, receiver and manager, CCAA monitor, trustee in bankruptcy, trustee under a *Bankruptcy and Insolvency Act* proposal of any of the undertaking, property and assets of the Company and the Company agrees that it will not object to the appointment of Deloitte & Touche Inc. in any capacity and that such appointment shall not be a conflict of interest by virtue of Deloitte & Touche LLP having been appointed monitor as provided for herein.

This document can be signed in counterpart.

Dated at Calgary, this 18th day of January, 2010.

PERERA SHAWNEE LTD.



Signature of authorized signing officer

Don Perera

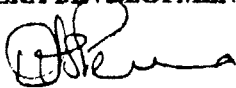
Name

President

Title

Consented to this 18th day of January, 2010:

PERERA DEVELOPMENT CORPORATION



Signature of authorized signing officer

DON PERERA

Name

President

Title



Don Perera

Shiranie M. Perera

General business terms

The following general business terms (the "terms") apply to the engagement agreement between [Deloitte & Touche LLP] ("Deloitte") and First Calgary Savings & Credit Union Ltd. [and its subsidiaries] (the "Lender") except as expressly set forth in the engagement letter to which these Terms are attached (the "engagement letter").

1. Contracting parties

- a) *Definitions:* "Deloitte" or "Deloitte Canada" shall mean the Ontario limited liability partnership Deloitte & Touche LLP. "Deloitte Entities" shall mean Deloitte Canada and its directors, officers, partners, principals, professional corporations, employees, agents, subsidiaries and affiliates and to the extent providing services under the engagement letter, the member firms of Deloitte Touche Tohmatsu, the subsidiaries and affiliates of such member firms, and all of their respective directors, officers, partners, principals, professional corporations, employees, agents; and in all cases any successor or assignee.
- b) This engagement letter is between the Lender and Deloitte Canada. The Lender agrees that its relationship is solely with Deloitte Canada as the entity contracting with the Lender to provide the services covered by this engagement letter. Notwithstanding the fact that certain services covered by this engagement letter may be carried out by personnel provided to Deloitte Canada from other Deloitte Entities through service or other agreements, Deloitte Canada remains solely responsible and liable to the Lender for all services covered by the engagement letter. Accordingly, the Lender agrees that none of the Deloitte Entities (except Deloitte Canada) will have any liability to the Lender, and the Lender will not bring any claims or proceedings of any nature (whether in contract, tort, breach of statutory duty, or otherwise and including, but not limited to, a claim or negligence) in any way in respect of or in connection with this engagement against any of the Deloitte Entities (except Deloitte Canada) or against any subcontractors that Deloitte Canada may use to provide the services covered by this engagement letter.
- c) To the extent that Deloitte Entities (other than Deloitte Canada) are providing services to Deloitte Canada in connection with this engagement as subcontractors to Deloitte Canada, then the term "Deloitte" should read as "Deloitte Entities" for purposes of these Terms.

2. Services

- a) It is understood and agreed that the services to be provided under the Engagement Letter (the "Services") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and be made by, the Lender. In connection with Deloitte's Services, Deloitte shall be entitled to rely on all decisions and approvals of the Lender.
- b) The Services conducted by Deloitte cannot be relied upon to disclose errors or fraud should they exist. The Services will not constitute an audit conducted in accordance with generally accepted

auditing standards, an examination or compilation of, or the performance of agreed upon procedures with respect to prospective financial information, an examination of or any other form of assurance with respect to internal controls, or other attestation or review services in accordance with standards or rules established by the CICA or other regulatory body. Deloitte will not express an opinion or any other form of assurance on any operating or internal controls, financial statements, forecasts, projections or other financial information.

- c) Neither the Services or the Lender Communications or any advice or reports in connection therewith are intended to be, nor shall be construed to be, "investment advice" within the meaning of the US Investment Advisors Act of 1940. In the performance of the Services, Deloitte will not perform any evaluation of internal controls and procedures for financial reporting upon which the Lender's management can base its assertion in connection with the US Sarbanes-Oxley Act of 2002 or related rules or regulations ("Sarbanes-Oxley"). Deloitte will make no representations or warranties and will provide no assurances that the Company's disclosure controls and procedures are compliant with the certification requirements of and internal controls and procedures for financial reporting are effective as required by Sarbanes-Oxley or any other standards or rules, including, without limitation, Sections 302 and 404 of Sarbanes-Oxley. The Services will be conducted in accordance with these Terms and, to the extent performed by the subsidiaries of Deloitte & Touche USA LLP, in accordance with the *Statement of Standards for Consulting Services* established by the American Institute of Certified Public Accountants.

3. Term

Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. Either party may terminate this engagement at any time upon giving at least five (5) days written notice to that effect to the other party, provided that in the event of termination for cause, the breaching party shall have the right to cure the breach within the notice period. In the event of termination pursuant to this paragraph, the Lender agrees to compensate Deloitte Canada under the terms of the Engagement Letter for Services performed and expenses incurred through the effective date of termination.

4. Timely performance

Deloitte will endeavour to complete within any agreed upon time-frame the performance of the Services. However, Deloitte will not be liable for failures or delays in performance that arise from causes beyond Deloitte's control, including the untimely performance by the Company of its obligations in assisting Deloitte with respect to this engagement.

5. Fees and payment

- a) Unless otherwise specifically agreed in the engagement letter, Deloitte's fees will be based on standard hourly rates, which vary depending upon the experience level of the professionals involved. In the normal course of business, Deloitte revises its standard hourly rates to reflect changes in responsibilities, increased experience, and increased costs of doing business. Changes in standard hourly rates will be noted on the invoices for the first time period in which the revised rates become effective.
- b) In addition to professional fees, the Lender will reimburse Deloitte Canada for Deloitte's reasonable out of pocket expenses incurred in connection with this engagement, including travel, meals, hotels and disbursements for outside legal counsel or any other consultants engaged by Deloitte with the prior consent of Lender. Deloitte invoices will also include an administrative

charge of 6% of professional fees in lieu of customary charges for expenses such as postage, telephone, faxes, and routine photocopying. Expenses will be stated separately on the invoices.

- c) All fees and other charges do not include any applicable federal, provincial or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by the Lender without deduction from the fees and charges hereunder.
- d) Invoices will be rendered on a regular basis as the engagement progresses. All invoices shall be due and payable when rendered. Without limiting its rights or remedies, Deloitte shall have the right to halt or terminate its services entirely if payment is not received within thirty (30) days of the invoice date. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an invoice that remains unpaid from thirty (30) days after the invoice date to the date on which the outstanding invoice is paid.
- e) To the extent that as part of the Services to be performed by Deloitte as described in the engagement letter, Deloitte Canada personnel are required to perform the services in the United States of America ("US Business"), the Lender and Deloitte Canada agree to assign performance of the US Business to Deloitte Canada LLP, an affiliate of Deloitte. All services performed by Deloitte Canada LLP shall be performed under the direction of Deloitte Canada which shall remain responsible to the Lender for such Services. Deloitte Canada LLP shall invoice the Lender with respect to the US Business and Deloitte will invoice for services performed in Canada ("Canadian Business"). Payment for US business and/or Canadian Business can be settled with one payment to Deloitte.

6. Independence

- a) Deloitte Canada may terminate this engagement upon written notice to the Lender if it determines that (i) a governmental, regulatory or professional entity (including, without limitation, provincial accounting institutes, Canadian and foreign securities commissions, the Canadian Public Accountability Board and the Public Company Accounting Oversight Board) or an entity having the force of law has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision the result of which would render the performance by Deloitte of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules, or (ii) circumstances change (including, without limitation, changes in ownership of the Lender or any of its affiliates) such that the performance by Deloitte of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the Lender will compensate Deloitte Canada under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination.
- b) The Lender shall provide Deloitte Canada with prompt written notice if the Lender or any of its subsidiaries or affiliates engages Deloitte Canada or a member firm of Deloitte Touche Tohmatsu or any affiliate of such a member firm to provide audit related services. In the event that Deloitte, a member firm of Deloitte Touche Tohmatsu or any affiliate of such a member firm, provides audit services for Lender, parent of Lender or affiliate of Lender, Lender acknowledges that Lender has adhered to all regulatory requirements regarding the provision of non-audit services by Deloitte Canada or member firm of Deloitte Touche Tohmatsu or any affiliate of such a member firm in accordance with applicable laws, regulations and rules that apply to the Lender, including audit committee pre-approval requirements.

7. Conflict of interest

- a) *Notification and resolution.* Should Deloitte Canada determine that there is a potential conflict of interest in connection with its performance of the Services, Deloitte Canada will advise the Lender promptly and endeavour to resolve such potential conflict. Also, the Lender agrees to notify Deloitte Canada promptly of any potential conflict affecting this engagement of which it is, or becomes aware. Where a potential conflict is identified by either party and Deloitte Canada believes the Lender's interests can be properly safeguarded by the implementation of appropriate procedures, Deloitte Canada will discuss and agree such procedures with the Lender.
- b) *Non-exclusivity.* Having engaged Deloitte Canada for the limited purpose set out in the engagement letter, the Lender agrees on behalf of itself and its affiliates that no Deloitte Entity is precluded from acting in any capacity for any other party and that the Lender's engagement of Deloitte Canada in this matter will not be asserted by the Lender as a basis for disqualifying Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu or any of their respective affiliates from acting for any other party. The Lender agrees to waive any real or potential conflict of interest of Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu or any of their respective affiliates in connection with Deloitte's Services for the Lender under the terms of the Engagement Letter.

In the event that Deloitte Canada, an affiliate of Deloitte Canada or a member firm of Deloitte Touche Tohmatsu or any of their respective affiliates acts for any other party, (i) Deloitte will not disclose any Confidential Information (defined below) that the Lender provides to Deloitte in connection with this engagement and will not use such Confidential Information for another party's benefit, and (ii) Deloitte will establish appropriate ethical walls between the persons involved in advising the Lender under this engagement and the persons involved in advising another party.

8. Lender responsibilities

- a) *Cooperation.* The Company shall cooperate with Deloitte in the performance by Deloitte of the Services, including, without limitation, providing Deloitte with reasonable facilities and timely access to data, information and personnel of the Company. The Company shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte for purposes of the performance by Deloitte of the Services hereunder.
- b) *Management.* The Lender shall be solely responsible for, among other things: (i) making all management decisions in connection with the loan; (ii) designating a competent management member to oversee the Services; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for the results of the Services.

9. Information

- a) *Access and reliance.* The Lender will make available to Deloitte all information (financial or otherwise) reasonably necessary to enable Deloitte to provide the Services. The Lender will also provide Deloitte with any information, advice and opinions relevant to the engagement that may be delivered by third parties, such as legal counsel (except where necessary to preserve privilege) and accounting, financial, environmental or other advisors, and will ensure that such third parties co-operate with Deloitte on matters considered by Deloitte to be relevant to the engagement. In carrying out its Services, Deloitte will rely on information that is publicly available, prepared or

supplied by the Lender or provided to Deloitte by third parties. Deloitte will be entitled to rely on, and is under no obligation to verify, the accuracy or completeness of such information and Deloitte has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, Lender or other parties, even if Deloitte had reason to know or should have known of such inaccuracy or incompleteness. This engagement cannot be relied upon to disclose errors or fraud should they exist. Further, Deloitte is under no obligation to investigate any changes that may occur in such information subsequent to the date thereof.

- b) The Company represents and warrants that all information provided to Deloitte Canada, directly or indirectly, orally or in writing, by the Company or its agents and advisors in connection with the engagement will be accurate and complete in all material respects and will not be misleading in any material respect. Upon request, the Company will provide Deloitte Canada with a separate written representation confirming the accuracy and completeness of the information provided to Deloitte Canada and the information included, or to be included, in any information documents with respect to the Company.
- c) **Confidentiality.** To the extent that, in connection with this engagement, Deloitte comes into possession of any proprietary or confidential information of the Company ("Confidential Information") including Personal Information as defined in section 12(b) below, Deloitte will not disclose such information to any third party and the Deloitte Entities, without the Lender's consent, except as may be required or permitted by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining thereto "Confidential Information" shall not include information which:
- i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Deloitte in breach hereof;
 - ii) is disclosed by the Lender or the Company to a third party without substantially the same restrictions as set forth herein;
 - iii) becomes available to Deloitte on a non-confidential basis from a source other than the Lender or the Company which Deloitte believes is not prohibited from disclosing such information to Deloitte by obligation to the Lender;
 - iv) is known by Deloitte prior to its receipt from the Lender or the Company without any obligation of confidentiality with respect thereto; or
 - v) is developed by Deloitte independently of any disclosures made by the Lender or the Company to Deloitte of such information.
- d) **Prospective financial information.** Unless Deloitte Canada and the Lender agree otherwise in the Engagement Letter, Deloitte will not compile, examine or apply other procedures to prospective financial information of the Company in accordance with Canadian Institute of Chartered Accountants Standards and accordingly, will express no opinion or any other form of assurance or representations concerning its accuracy, completeness or presentation format. Any financial forecasts or projections belong to the Company and are the sole responsibility of such management. There will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected or predicted, and those differences may be material.

- c) Deloitte will not return or provide records or information obtained in the course of the engagement to the Lender if it is illegal to do so or if Deloitte is requested to withhold the records or information by law enforcement or other public or regulatory authorities (regardless of whether the engagement has been terminated)

10. Reporting

- a) *Qualifications to advice, opinions, and reports.* Any advice, opinions, or reports provided by Deloitte will be made subject to, and will be based upon, such assumptions, limitations, qualifications and reservations as Deloitte, in its judgment, deems necessary or prudent in the circumstances, including without limitation: (i) the time available to perform the Services, (ii) the information, data, opinions, advice and representations made available to Deloitte, and (iii) access to the Lender's management, advisors and agents.
- b) *Amendments to reports.* Deloitte reserves the right to amend its advice, opinions, and reports accordingly, in the event that new information becomes available which may be contrary to or different from that which is set out to the Lender in documents or verbal reports. Notwithstanding the foregoing, Deloitte has no responsibility for performing any services or procedures beyond those agreed to by Lender and Deloitte Canada or for updating the Services performed.
- c) *Limitation on use and distribution.* Except as otherwise agreed in writing, all services in connection with this engagement shall be solely for the Lender's internal purposes and use, and this engagement does not create privity between Deloitte and any person or party other than the Lender ("third party"). This engagement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, or Services of Deloitte. The Lender further agrees that the advice, opinions, reports or other materials prepared or provided by Deloitte are to be used only for the purpose contemplated by the Engagement Letter and shall not be distributed to any third party without the prior written consent of Deloitte Canada.
- d) *Ownership.* Deloitte shall retain all right, title and interest in the reports, opinions and other documents provided by Deloitte to the Lender and the Lender shall be entitled to use such material in accordance with section 10(c).

11. Indemnification and limitation on liability

- a) *Application.* The provisions of this Section 11 shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. This Section shall survive termination or expiry of the engagement. The provisions of this Section are not applicable to the extent that mandatory provisions of applicable regulatory bodies prohibit a professional financial advisor from limiting liability.
- b) *Limitation on liability.* The Lender and Deloitte Canada agree to the following with respect to Deloitte's liability to the Lender:
 - i) Deloitte shall not be liable to the Lender for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by the Lender to Deloitte Canada pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of Deloitte.
 - ii) In no event shall Deloitte be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement or any loss of revenue or profit or any other commercial or economic loss or failure to realize expected savings.

- iii) In any action, claim, loss or damage arising out of the engagement, the Lender agrees that Deloitte's liability will be several and not joint and several and the Lender may only claim payment from Deloitte of Deloitte's proportionate share of the total liability based on the degree of fault of Deloitte as finally determined by a court of competent jurisdiction.
- c) **Indemnification.** The Lender agrees to indemnify and hold harmless Deloitte from and against any and all claims, damages, costs, charges, liabilities and expenses, including all legal fees, claimed by any third party relating to the Services provided by Deloitte except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct by Deloitte.
- d) **Limitation on actions.** No action, regardless of form, relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except for an action for non-payment of fees.

12. Other

- a) **Regulatory or legal action.** The Lender will notify Deloitte Canada promptly of any request received by the Lender from any third party, including a regulatory authority, for any material information or for a meeting or hearing; the issuance of any restraining order; or the initiation of a proceeding or litigation relating to this engagement.

Subject to any professional issues including audit independence, if requested and if the parties agree, Deloitte will testify (as a non expert witness) or provide reasonable support services to the Lender before any governmental commission, regulatory authority or court. Any such testimony or support services will be confined to the services performed under this engagement. Deloitte shall have the right to employ counsel in connection with such testimony or support services.

Deloitte shall be paid for any time spent by its personnel in connection with such support at their standard hourly rates, which shall be separate and apart from any other professional fees payable hereunder. The Lender shall also reimburse Deloitte for its reasonable out-of-pocket costs, charges and expenses, including legal counsel, incurred in connection therewith. These fees and expenses shall be separate and in addition to any other fees or amounts payable under the provisions for payment of fees in the engagement letter.

- b) **Privacy.** Deloitte and the Lender acknowledge and agree that, during the course of this engagement, Deloitte may collect personal information about identifiable individuals ("Personal Information"), either from the Lender or from third parties. The Lender and Deloitte Canada agree that Deloitte will collect, use and disclose Personal Information on behalf of the Lender solely for purposes related to completing this engagement, providing services to the Lender and in a manner consistent with section 9(c) Deloitte shall not collect, use and disclose such Personal Information for Deloitte's own behalf or for its own purposes.
- c) **Survival and interpretation.** The agreements and undertakings of the Lender contained in the Engagement Letter, to which these terms are attached, together with the following sections of these Terms shall survive the expiration or termination of this engagement: 1, 2, 4, 5, 6, 8, 9, 10, 11 and 12.
- d) **Governing law.** These Terms, the Engagement Letter to which these terms are attached and all matters relating to this engagement (whether in contract, statute, tort (such as negligence), or otherwise), shall be governed by, and construed in accordance with, the laws of the Province

where Deloitte Canada's principal office performing the engagement is located. Any action or proceeding relating to this engagement shall be brought in the Province where Deloitte Canada's principal office performing the engagement is located, and the parties submit to the jurisdiction of the courts of that Province and waive any defence of inconvenient forum to the maintenance of such action or proceeding.

- e) **Severability.** If any provision of the Terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
- f) **Entire agreement.** These Terms and the Engagement Letter to which these terms are attached is the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written.
- g) **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. Deloitte Canada may, without the consent of the Lender, assign or subcontract its rights and obligations hereunder to (i) any affiliate or related entity or (ii) any entity which acquires all or a substantial part of the assets or business of Deloitte Canada.
- h) **Currency.** All financial references herein are to Canadian dollars unless specifically indicated otherwise. If it is necessary to convert any amounts into Canadian dollars, a prevailing commercial bank exchange rate at closing or the time of the invoice shall be used.
- i) **Notices.** Any notice or other communication required or permitted to be given under this engagement shall be in writing and shall be sufficiently given or made by delivery or by post or by telecopy or similar facsimile transmission (with confirmation of accurate and complete transmission obtained by the sender) to the respective parties. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or posted or so telecopied or transmitted, except that any notice delivered after 5:00 p.m. on the day prior to a non-business day shall be deemed to have been received at 9:00 a.m. on the first business day following delivery. Any party may change its address, telephone number or facsimile number by notice to the others in the manner set out above.
- j) **Communication.** Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning this engagement, as well as other means of communication used or accepted by the other.
- k) **Non-solicitation of personnel.** Each party acknowledges that the other party's personnel who participate in the engagement are critical to the servicing of its customers. Deloitte and the Lender agree not to solicit, hire or otherwise retain the other party's engagement team members for a period of six (6) months following any such engagement team member's involvement in the performance of this engagement. This provision may be waived upon written agreement between the parties. This provision shall not restrict the right of either party to solicit or recruit generally in the media or as part of general recruiting efforts by third party recruiters, and shall not prohibit either party from hiring an employee of the other who answers any advertisement, responds to

such general recruiting efforts, or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Deloitte or the Lender respectively.

- 1) *Language.* The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés dans la langue anglaise.



ENMAX Encompass Inc.
PO Box 2900 STN M
Calgary AB T2P 1A7

Final Notice Prior to Disconnection / Deselection

MX 40893t

Date to Print
2010 February 13

Due Date
2010 February 27

Deposit Assessed
\$0.00

Account Number
500699030

Last Payment Amount
\$3,503.33

Date of Last Payment
16 December 2009

Paid Deposit
\$0.00

90 Days Arrears
\$0.00

Name and Mailing Address

60 Days Arrears
\$4,550.31

30 Days Arrears
\$6,113.95

PERERA SHAWNEE LTD.
425 78 AVE SW
CALGARY AB T2V 5K5

ENMAX - Calgary

Total Arrears
\$10,664.26

paid by Cheque # 54967

Dated: 24 Feb '10

Current Amount
\$4,584.36

Amount: \$ 10,664.26

Total Balance
\$15,248.62

Premise Address
(if different from above)

ITD R.K.

10 SHAWNEE HILL SW, CALGARY AB T2Y 0K5

Payment of the total arrears of \$10,664.26 is due and must be received by 2010 February 27.

Payments not received by the due date shown will result in a disconnection or de-selection of service without further notice. Payment may be made at an ENMAX office or at a Financial Institution.

If disconnection occurs, the total balance plus a cut-off non-payment fee must be paid before reconnection.

If you have signed a contract with ENMAX, to remain under your present terms and conditions and to avoid early termination charges, your bill must be paid by the due date. If de-selection occurs your service will revert back to your distributed/wire service provider or you can apply for supplier of last resort status by calling the number listed below.

If we are currently not holding or deem your current deposit amount to be insufficient, to cover your account, a deposit will be assessed.

If payment of full arrears or full account balance is made before the Due Date, there is no need to call to confirm.

For information, call 310-3010 toll free in Alberta Monday through Friday from 7:00am to 7:00pm.

002024-004047



ENMAX Encompass Inc.
PO Box 2900 STN M
Calgary AB T2P 3A7

Final Notice Prior to Disconnection / Deselection

Payable at your local ENMAX office, (see reverse for location) and at most financial institutions referred to in the Affidavit of Michael Wheatley

Your Account Number
500699030

THIS IS EXHIBIT B
referred to in the Affidavit of
Michael Wheatley

001524862 001524862 0005006990302 15

Sworn before me this 26
day of Feb A.D. 2010

Premise Address
(if different from below)

10 SHAWNEE HILL SW, CALGARY AB T2Y 0K5

KATHLEEN BURKE
BARRISTER & SOLICITOR

A Commissioner for Oaths in and for
the Province of Alberta

0002024

PERERA SHAWNEE LTD.
425 78 AVE SW
CALGARY AB T2V 5K5

Account Balance
\$15,248.62
<u>\$ 10,664.26</u>
Enter the amount of your payment

Search ID#: Z01785582

Transmitting Party

BORDEN LADNER GERVAIS LLP

Accounting Department
1000 CANTERRA TWR, 400 - THIRD AVE S.W.
CALGARY, AB T2P4H2

Party Code: 50008002
Phone #: 403 232 9500
Reference #: 438585-001

Search ID #: Z01785582

Date of Search: 2010-Feb-25

Time of Search: 15:44:57

Individual Debtor Search For:

PERERA, SHIRANIE

THIS IS EXHIBIT - CC.
referred to in the Affidavit of
Michael Wheatley
Sworn before me this 26
day of Feb A.D. 2010
[Signature]
A Commissioner for Oaths in and for
the Province of Alberta
KATHLEEN BURKE
BARRISTER & SOLICITOR

Inexact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID#: Z01785582

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address	Birth Date:	Reg. #
PEREIRA, SCOTT, PATRICK 111 NAPOLEON Crescent ST. ALBERT, AB T8N3L6	1977-Jul-03	09111708442

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg. #
PEREIRA, SOFIA, M 17716 94 STRE EDMONTON, AB T5Z 2H4	1955-Jun-07	05122023327

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg. #
PERERA, SAMAN, LASANTHA 4206-24 HEMLOCK CRES SW CALGARY, AB T3C 2Z1	1979-Apr-12	07100130926

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg. #
PERERA, SANJEEVA, CHAMINDA 708 HILLCREST AVENUE SW CALGARY, AB T2S 0N4	1980-Jun-02	07100131049

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg. #
PERERA, SHANIKA, DILINI 4427 RICHARDSON WAY SW CALGARY, AB T3E 7G5	1985-Nov-18	09082108194

SECURITY AGREEMENT

Debtor Name / Address	Birth Date:	Reg. #
	1979-Jul-08	08062008624

Search ID#: Z01785582

PERERA, SINGAPPULI, A Y H
312 Jackson PI NW
Calgary, AB T3B 2V3

SECURITY AGREEMENT

Debtor Name / Address

PIRORO, STEPHANI
10718-24 AVENUE
EDMONTON, AB T5R 4L1

Reg. #

08033123182

SECURITY AGREEMENT

Result Complete



Search ID#: Z01785589

Transmitting Party

BORDEN LADNER GERVAIS LLP

Accounting Department
1000 CANTERRA TWR, 400 - THIRD AVE S.W.
CALGARY, AB T2P4H2

Party Code: 50008002
Phone #: 403 232 9500
Reference #: 438585-001

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Individual Debtor Search For:

PERERA, DON

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.

Be sure to read the reports carefully.



Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 02090324928

Registration Type: SECURITY AGREEMENT

Registration Date: 2002-Sep-03

Registration Status: Current

Expiry Date: 2012-Sep-03 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	PERERA, DON 708 HILLCREST AVENUE S.W. CALGARY, AB T2S 0N4	Current

Secured Party / Parties

Block

		<u>Status</u>
1	CANADIAN IMPERIAL BANK OF COMMERCE 6200 MACLEOD TRAIL S.W. CALGARY, AB T2H 0K6	Current

Collateral: General

Block

Description

Status

1	ASSIGNMENT OF ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE,	Current
2	OF 892336 ALBERTA LTD. TO DON PERERA AND A POSTPONEMENT	Current
3	OF SUCH INDEBTEDNESS AND LIABILITY IN AND TO THE PRESENT	Current
4	AND FUTURE DEBTS AND LIABILITIES OF 892336 ALBERTA LTD.	Current
5	TO CANADIAN IMPERIAL BANK OF COMMERCE PURSUANT TO THE TERMS	Current
6	OF THE GUARANTEE MADE BY DON PERERA TO CANADIAN IMPERIAL BANK	Current
7	OF COMMERCE.	Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 05100634418

Registration Type: SECURITY AGREEMENT

Registration Date: 2005-Oct-06

Registration Status: Current

Expiry Date: 2010-Oct-06 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA, DON
708 HILLCREST AVENUE S.W.
CALGARY, AB T2S 0N4

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 CANADIAN WESTERN BANK
2810 - 32ND AVENUE N.E.
CALGARY, AB T1Y 5J4

Current

Collateral: General

Block **Description**

Status

1 ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE OF PDC PROPERTIES INC.
2 TO THE DEBTOR, AND ALL PROCEEDS RELATING THERETO.

Current

Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 06061430358

Registration Type: SECURITY AGREEMENT

Registration Date: 2006-Jun-14

Registration Status: Current

Expiry Date: 2011-Jun-14 23:59:59

Inexact Match on: Debtor

No: 1

Amendments to Registration

06062305757

Amendment

2006-Jun-23

Debtor(s)

Block

Status

1 PERERA, DON LAKSHAM
708 HILLCREST AVENUE SW
CALGARY, AB T2S 0N4

Current

Birth Date:
1946-Oct-05

Block

Status

2 CONWAY, BRIAN WOLSEY
143 SIERRA VISTA CLOSE SW
CALGARY, AB T3H 3B8

Current

Birth Date:
1963-Jul-06

Block

Status

3 TAYLOR, THOMAS J.
440 - 7220 FISHER STREET SE
CALGARY, AB T2H 2H8

Current

Birth Date:
1958-Oct-27

Block

Status

4

Current

Search ID#: Z01785589

SPARROW, DAVID GERARD
13 RIVERGREEN CRESCENT SE
CALGARY, AB T2C 3V4

Birth Date:
1962-Jun-02

Secured Party / Parties

Block

1 MCAP FINANCIAL CORPORATION
 SUITE 500, 630 - 6TH AVENUE SW
 CALGARY, AB T2P 0S8

Status

Deleted by
06062305757

Block

2 MCAP FINANCIAL CORPORATION
 2221 CORNWALL STREET SUITE 400
 REGINA, SK S4P 4M2

Status

Current by
06062305757

Collateral: General

Block

Description

Status

1	ALL OF EACH DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL	Current
2	PROPERTY (THE "COLLATERAL") IN RELATION TO AN ASSIGNMENT AND	Current
3	POSTPONEMENT OF ALL DEBTS AND LIABILITIES NOW OR HEREAFTER	Current
4	OWING BY RIVER ROCK LODGE CORPORATION GIVEN PURSUANT TO A	Current
5	GUARANTEE BY EACH OF THE DEBTORS IN FAVOUR OF THE SECURED	Current
6	PARTY.	Current
7	PROCEEDS: INSTRUMENTS, MONEY, ACCOUNTS AND CHATTEL PAPER	Current
8	AND INSURANCE PROCEEDS.	Current

Particulars

Block

Additional Information

Status

1 THE GUARANTEE OF EACH DEBTOR IS IN RESPECT OF A LOAN SECURED BY A
 MORTGAGE REGISTERED AGAINST THE LANDS MUNICIPALLY DESCRIBED AS 1500
 MCDONALD AVENUE, FERNIE, BRITISH COLUMBIA AND LEGALLY DESCRIBED AS
 PARCEL IDENTIFIER: 026-184-982, LOT A DISTRICT LOT 5455 KOOTENAY DISTRICT
 PLAN NEP77432.

Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 07020714106

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Feb-07

Registration Status: Current

Expiry Date: 2012-Feb-07 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA, DON
708 HILLCREST AVENUE SW
CALGARY, AB T2S 0N4

Status
Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
6127 BARLOW TRAIL SE
CALGARY, AB T2C 4W8

Status
Current

Collateral: General

Block

Description

1 ALL MONIES OR AMOUNTS ON DEPOSIT FROM TIME TO TIME WITH THE
2 SECURED PARTY.

Status
Current
Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 07020714171

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Feb-07

Registration Status: Current

Expiry Date: 2012-Feb-07 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA, DON
708 HILLCREST AVENUE SW
CALGARY, AB T2S 0N4

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 CANADIAN WESTERN BANK
6127 BARLOW TRAIL SE
CALGARY, AB T2C 4W8

Current

Collateral: General

Block **Description**

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY. ALL PROCEEDS

Current

2 THEREOF.

Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 07080800357

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Aug-08

Registration Status: Current

Expiry Date: 2011-Aug-08 23:59:59

Inexact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT GROUP
425-78TH AVE SW
CALGARY, AB T2V 5K5

Current

Block

Status

2 PERERA, DON, L
708 HILLCREST AVE SW
CALGARY, AB T2S 0N4

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 NISSAN CANADA INC.
5290 ORBITOR DRIVE
MISSISSAUGA, ON L4W 4Z5

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 JN8AZ08W47W654904

2007

NISSAN MURANO

MV - Motor Vehicle

Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 07082712089

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Aug-27

Registration Status: Current

Expiry Date: 2012-Aug-27 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA, DON
708 HILLCREST AVE SW
CALGARY, AB T2S 0N4

Status

Current

Birth Date:
1976-Oct-05

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
6127 BARLOW TRAIL SE
CALGARY, AB T2C 4W8

Status

Current

Collateral: General

Block

Description

Status

1	ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, OWED TO THE	Current
2	DEBTORS, OR ANYONE OF THEM, BY 892336 ALBERTA LTD. PROCEEDS: ALL	Current
3	GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY,	Current
4	SECURITIES AND INTANGIBLES DATED AUGUST 3, 2007.	Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 08022020054

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-Feb-20

Registration Status: Current

Expiry Date: 2013-Feb-20 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA, DON
708 Hillcrest Avenue SW
Calgary, AB T2S 0N4

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 CANADIAN WESTERN BANK
6127 BARLOW TRAIL SE
CALGARY, AB T2C 4W8

Current

Phone #: 403 269 9882

Fax #: 403 269 9883

Collateral: General

Block

Description

Status

1 All Monies or amount on deposit from time to time with secured party

Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 08051602312

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-May-16

Registration Status: Current

Expiry Date: 2012-May-16 23:59:59

Exact Match on: Debtor

No: 2

Debtor(s)

Block

1 PERERA DEVELOPMENT GROUP
425 78TH AVE SW
CALGARY, AB T2V 5K5

Status

Current

Block

2 PERERA, DON
425 78TH AVE ST
CALGARY, AB T2V 5K5

Status

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

1 NISSAN CANADA INC.
5290 Orbitor Drive
Mississauga, ON L4W 4Z5

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1N6AA07F38N321036	2008	NISSAN TITAN	MV - Motor Vehicle	Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 08052002251

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-May-20

Registration Status: Current

Expiry Date: 2012-May-20 23:59:59

Inexact Match on: Debtor

No: 2

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT GROUP
425 78TH AVE SW
CALGARY, AB T2V 5K5

Current

Block

Status

2 PERERA, DON, LAKSHMAN
425 78TH AVE.
CALGARY, AB T2V 5K5

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 NISSAN CANADA INC.
5290 Orbitor Drive
Mississauga, ON L4W 4Z5

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	JN8AS58T38W303300	2008	NISSAN ROGUE	MV - Motor Vehicle	Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 09032323241

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Mar-23

Registration Status: Current

Expiry Date: 2014-Mar-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA, DON
708 Hillcrest Ave SE
Calgary, AB T2S 0N4

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 CANADIAN WESTERN BANK
6127 BARLOW TRAIL SE
CALGARY, AB T2C 4W8

Current

Phone #: 403 269 9882 Fax #: 403 269 9883

Collateral: General

Block **Description**

Status

1 All monies or amount on deposit from time to time with secured party

Current

Search ID#: Z01785589

Individual Debtor Search For:

PERERA, DON

Search ID #: Z01785589

Date of Search: 2010-Feb-25

Time of Search: 15:46:42

Registration Number: 09101906161

Registration Type: WRIT OF ENFORCEMENT

Registration Date: 2009-Oct-19

Registration Status: Current

Expiry Date: 2011-Oct-19 23:59:59

Issued in Calgary Judicial District

Court File Number is 0801-01003

Judgment Date is 2009-Aug-31

This Writ was issued on 2009-Oct-16

Type of Judgment is Other

Original Judgment Amount: \$93,018.18

Costs Are: \$250.00

Post Judgment Interest: \$322.00

Current Amount Owing: \$90.18

Exact Match on: Debtor

No: 1

Amendments to Registration

09112725063

Amendment

2009-Nov-27

Solicitor / Agent

Shea Nerland Calnan LLP
2800, 715 - 5 Avenue SW
Calgary, AB T2P 2X6

Phone #: 403 299 9600

Fax #: 403 299 9601

Reference #: 2-13953

Debtor(s)

Block

1 PERERA, DON
425 - 78 Avenue SW
Calgary, AB T2V 5K5

Status

Current

Search ID#: Z01785589

Occupation:
Businessman

Gender:
Male

Block

2 RIVER ROCK LODGE CORPORATION
440, 7220 Fisher Street SE
Calgary, AB T2H 2H8

Status

Current

Creditor(s)

Block

1 KALLIS, MICHAEL
c/o 2800, 715 - 5 Avenue SW
Calgary, AB T2P 2X6

Status

Current

Search ID#: Z01785589

Note:

The following is a list of matches closely approximating your Search Criteria,
which is included for your convenience and protection.

Debtor Name / Address

PEREIRA, DALE, ASHLEY
683 Martindale Blvd. NE
Calgary, AB T3J 3W3

Birth Date:
1982-Mar-27

Reg. #
08030618232

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DAMIAN
501 62 YOUVILLE DRIVE
EDMONTON, AB

Reg. #
08081512459

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DAMIEN
3814 44 AVE NE
CALGARY, AB T1Y 5V8

Birth Date:
1980-Jul-01

Reg. #
08082825598

Gender:
Male

WRIT OF ENFORCEMENT

Debtor Name / Address

PEREIRA, DANNY, SANTOS
434-16035 132 St NW
Edmonton, AB T6V 0B4

Reg. #
08032601161

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DAVID, JOHN
226 SCHOONER CLOSE NW
CALGARY, AB T3L 1Y7

Birth Date:
1980-Jun-05

Reg. #
09032530165

SECURITY AGREEMENT

Debtor Name / Address

Reg. #
08042517515

Search ID#: Z01785589

PEREIRA, DENZEL
15922 132 STREET
EDMONTON, AB T6V 1E4

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DENZEL
15922 132 STREET
EDMONTON, AB T6V 1E4

Reg. #

08042517515

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DENZEL
15922 132 ST NW
EDMONTON, AB T6V 1E4

Birth Date:

1979-Mar-23

Reg. #

09082511424

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DENZEL, STEVEN
15922 132 STREET
EDMONTON, AB T6V 1E4

Reg. #

08042517515

SECURITY AGREEMENT

Debtor Name / Address

PEREIRA, DENZEL, STEVEN
15922 132 STREET
EDMONTON, AB T6V 1E4

Reg. #

08042517515

SECURITY AGREEMENT

Debtor Name / Address

PERERA, DILEEPA, N
7823 132A AVE
EDMONTON, AB T5C 2C4

Birth Date:

1980-Aug-28

Reg. #

09091527763

SECURITY AGREEMENT

Debtor Name / Address

Reg. #

Search ID#: Z01785589

PERERA, DUANE, SHEEHAN
1 DUPUIS COURT
ST. ALBERT, AB T8N 5V7

Birth Date:
1981-Dec-13

07083038138

Gender:
Male

WRIT OF ENFORCEMENT

Result Complete

Search ID#: Z01785562

Transmitting Party

BORDEN LADNER GERVAIS LLP

Accounting Department
1000 CANTERRA TWR, 400 - THIRD AVE S.W.
CALGARY, AB T2P4H2

Party Code: 50008002
Phone #: 403 232 9500
Reference #: 438585-01

Search ID #: Z01785562

Date of Search: 2010-Feb-25

Time of Search: 15:41:03

Business Debtor Search For:

PERERA SHAWNEE LTD.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID#: Z01785562

Business Debtor Search For:

PERERA SHAWNEE LTD.

Search ID #: Z01785562

Date of Search: 2010-Feb-25

Time of Search: 15:41:03

Registration Number: 07072735769

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Jul-27

Registration Status: Current

Expiry Date: 2012-Jul-27 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	PERERA SHAWNEE LTD. 425 - 78 AVENUE S.W. CALGARY, AB T2V5K5	Current

Secured Party / Parties

Block

		<u>Status</u>
1	FIRST CALGARY SAVINGS & CREDIT UNION LTD. 1100, 333 - 7TH AVENUE S.W. CALGARY, AB T2P2Z1	Current

Collateral: General

Block

Description

		<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

Search ID#: Z01785562

Business Debtor Search For:

PERERA SHAWNEE LTD.

Search ID #: Z01785562

Date of Search: 2010-Feb-25

Time of Search: 15:41:03

Registration Number: 07072735777

Registration Type: LAND CHARGE

Registration Date: 2007-Jul-27

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	PERERA SHAWNEE LTD. 425 - 78 AVENUE S.W. CALGARY, AB T2V5K5	Current

Secured Party / Parties

Block

		<u>Status</u>
1	FIRST CALGARY SAVINGS & CREDIT UNION LTD. 1100, 333 - 7TH AVENUE S.W. CALGARY, AB T2P2Z1	Current

Particulars

Block

Additional Information

		<u>Status</u>
1	A FIXED AND SPECIFIC MORTGAGE OF LANDS LEGALLY DESCRIBED AS PLAN 0711797, BLOCK 1, LOT 1, EXCEPTING THEREOUT ALL MINES AND MINERALS, AREA: 1.03 HECTARES (2.55 ACRES) MORE OR LESS AND A FLOATING CHARGE OVER ALL PRESENT AND AFTER ACQUIRED REAL PROPERTY	Current

Search ID#: Z01785562

Business Debtor Search For:

PERERA SHAWNEE LTD.

Search ID #: Z01785562

Date of Search: 2010-Feb-25

Time of Search: 15:41:03

Registration Number: 07082903886

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Aug-29

Registration Status: Current

Expiry Date: 2012-Aug-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA SHAWNEE LTD.
425 78 AVENUE SW
CALGARY, AB T2V5K5

Current

Secured Party / Parties

Block

Status

1 THE ALBERTA NEW HOME WARRANTY PROGRAM
233 MAYLAND PLACE NE
CALGARY, AB T2E 7Z8

Current

Collateral: General

Block **Description**

Status

1 ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

Current

Search ID#: Z01785562

Business Debtor Search For:

PERERA SHAWNEE LTD.

Search ID #: Z01785562

Date of Search: 2010-Feb-25

Time of Search: 15:41:03

Registration Number: 07082903936

Registration Type: LAND CHARGE

Registration Date: 2007-Aug-29

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA SHAWNEE LTD.
425 78 AVENUE SW
CALGARY, AB T2V5K5

Status

Current

Secured Party / Parties

Block

1 THE ALBERTA NEW HOME WARRANTY PROGRAM
233 MAYLAND PLACE NE
CALGARY, AB T2E 7Z8

Status

Current

Search ID#: Z01785562



Business Debtor Search For:

PERERA SHAWNEE LTD.

Search ID #: Z01785562

Date of Search: 2010-Feb-25

Time of Search: 15:41:03

Registration Number: 09122909175

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Dec-29

Registration Status: Current

Expiry Date: 2014-Dec-29 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA SHAWNEE LTD.
425 - 78th Ave SW
Calgary, AB T2V 5K5

Status

Current

Secured Party / Parties

Block

1 FIRST CALGARY SAVINGS & CREDIT UNION LTD.
1100- 333 7 AVENUE SW
CALGARY, AB T2P 2Z1

Status

Current

Phone #: 403 276 7571 Fax #: 403 269 5118

Collateral: General

Block **Description**

1 Proceeds from sales of Condominium units located at 14635 Shawnee Gate SE, Calgary, including but not limited to the "amenities holdbacks" as and when released.

Status

Current

All present and after-acquired personal property constituting proceeds of collateral as described under "Collateral: Serial Number Goods" and "Collateral: General".

Result Complete

Search ID#: Z01785573

Transmitting Party

BORDEN LADNER GERVAIS LLP

Accounting Department
1000 CANTERRA TWR, 400 - THIRD AVE S.W.
CALGARY, AB T2P4H2

Party Code: 50008002
Phone #: 403 232 9500
Reference #: 438585-001

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 98111201467

Registration Type: LAND CHARGE

Registration Date: 1998-Nov-12

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Amendments to Registration

04090813264

Amendment

2004-Sep-08

09030618583

Amendment

2009-Mar-06

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT CORPORATION
940 LAKE PLACID DRIVE SE
CALGARY, AB T2J4C3

Current

Secured Party / Parties

Block

Status

1 THE ALBERTA NEW HOME WARRANTY PROGRAM
#201, 208 - 57 AVENUE S.W.
CALGARY, AB T2H2K8

Current

Collateral: General

Block

Description

Status

1 SUBORDINATION

Current By
04090813264

2 THE ALBERTA NEW HOME WARRANTY PROGRAM SUBORDINATES ITS

Current By
04090813264

3 SECURITY TO THE SECURITY OF THE CANADIAN IMPERIAL BANK OF

Current By
04090813264

Search ID#: Z01785573

4 COMMERCE.

Current By
04090813264

Particulars

Block **Other Changes**

1 SUBORDINATION AGREEMENT EFFECTIVE FEBRUARY 4, 2009 -
THE ALBERTA NEW HOME WARRANTY PROGRAM SUBORDINATES ITS SECURITY
TO THE SECURITY OF SERVUS CREDIT UNION LIMITED.

Status

Current By
09030618583

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 04030327136

Registration Type: SECURITY AGREEMENT

Registration Date: 2004-Mar-03

Registration Status: Current

Expiry Date: 2012-Mar-03 23:59:59

Exact Match on: Debtor

No: 1

Amendments to Registration

05081139874

Amendment

2005-Aug-11

07010525561

Renewal

2007-Jan-05

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT CORPORATION
425 - 78TH AVENUE SW
CALGARY, AB T2V 5K5

Current

Secured Party / Parties

Block

Status

1 COAST WHOLESALE APPLIANCES LTD
6128 CENTRE ST SE
CALGARY, AB T2H 0C4

Deleted by
05081139874

Block

Status

2 COAST WHOLESALE APPLIANCES LP
6128 CENTRE ST SE
CALGARY, AB T2H 0C4

Current by
05081139874

Collateral: General

Block

Description

Status

1 ALL PRESENT AND AFTER ACQUIRED GOODS SUPPLIED BY COAST WHOLESALE

Current

2 APPLIANCES LTD. FROM TIME TO TIME, INCLUDING BUT NOT LIMITED TO,

Current

Search ID#: Z01785573

3	APPLIANCES, ATTACHMENTS, ACCESSORIES, PARTS AND BUILDING SUPPLIES	Current
4	AND ALL PROCEEDS THEREOF INCLUDING ALL GOODS, INTANGIBLES,	Current
5	SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY,	Current
6	CROPS, LICENSES, FIXTURES AND INSURANCE PROCEEDS.	Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 07072735785

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Jul-27

Registration Status: Current

Expiry Date: 2012-Jul-27 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	PERERA DEVELOPMENT CORPORATION 425 - 78 AVENUE S.W. CALGARY, AB T2V 5K5	Current

Secured Party / Parties

Block

		<u>Status</u>
1	FIRST CALGARY SAVINGS & CREDIT UNION LTD. 1100, 333 - 7TH AVENUE S.W. CALGARY, AB T2P2Z1	Current

Collateral: General

Block

Description

		<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY	Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 07072735801

Registration Type: LAND CHARGE

Registration Date: 2007-Jul-27

Registration Status: Current

Registration Term: Infinity

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA DEVELOPMENT CORPORATION
425 - 78 AVENUE S.W.
CALGARY, AB T2V5K5

Status

Current

Secured Party / Parties

Block

1 FIRST CALGARY SAVINGS & CREDIT UNION LTD.
1100, 333 - 7TH AVENUE S.W.
CALGARY, AB T2P2Z1

Status

Current

Particulars

Block

Additional Information

1 ALL PRESENT AND AFTER ACQUIRED REAL PROPERTY

Status

Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 07080800357

Registration Type: SECURITY AGREEMENT

Registration Date: 2007-Aug-08

Registration Status: Current

Expiry Date: 2011-Aug-08 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA DEVELOPMENT GROUP
425-78TH AVE SW
CALGARY, AB T2V 5K5

Status

Current

Block

2 PERERA, DON, L
708 HILLCREST AVE SW
CALGARY, AB T2S 0N4

Status

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

1 NISSAN CANADA INC.
5290 ORBITOR DRIVE
MISSISSAUGA, ON L4W 4Z5

Status

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	JN8AZ08W47W654904	2007	NISSAN MURANO	MV - Motor Vehicle	Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 08051602312

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-May-16

Registration Status: Current

Expiry Date: 2012-May-16 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT GROUP
425 78TH AVE SW
CALGARY, AB T2V 5K5

Current

Block

Status

2 PERERA, DON
425 78TH AVE ST
CALGARY, AB T2V 5K5

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 NISSAN CANADA INC.
5290 Orbitor Drive
Mississauga, ON L4W 4Z5

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 1N6AA07F38N321036

2008

NISSAN TITAN

MV - Motor Vehicle

Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 08052002251

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-May-20

Registration Status: Current

Expiry Date: 2012-May-20 23:59:59

Inexact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT GROUP
425 78TH AVE SW
CALGARY, AB T2V 5K5

Current

Block

Status

2 PERERA, DON, LAKSHMAN
425 78TH AVE.
CALGARY, AB T2V 5K5

Current

Birth Date:
1946-Oct-05

Secured Party / Parties

Block

Status

1 NISSAN CANADA INC.
5290 Orbitor Drive
Mississauga, ON L4W 4Z5

Current

Collateral: Serial Number Goods

Block

Serial Number

Year

Make and Model

Category

Status

1 JN8AS58T38W303300

2008

NISSAN ROGUE

MV - Motor Vehicle

Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 08121616576

Registration Type: SECURITY AGREEMENT

Registration Date: 2008-Dec-16

Registration Status: Current

Expiry Date: 2013-Dec-16 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA DEVELOPMENT CORPORATION
425 - 78 AVENUE S.W.
CALGARY, AB T2V 5K5

Status

Current

Secured Party / Parties

Block

1 SERVUS CREDIT UNION LTD.
SUNRIDGE BRANCH C/O 601, 4901 - 48 ST.
RED DEER, AB T4N 6M4

Status

Current

Phone #: 403 343 0144

Fax #: 403 342 4547

Collateral: General

Block

1 All present and after acquired personal property

Status

Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 09012311137

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Jan-23

Registration Status: Current

Expiry Date: 2014-Jan-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT CORPORATION
425 - 78 AVENUE S.W.
CALGARY, AB T2V 5K5

Current

Secured Party / Parties

Block

Status

1 SERVUS CREDIT UNION LTD.
SUNRIDGE BRANCH C/O #601, 4901 - 48 ST.
RED DEER, AB T4N 6M4

Current

Phone #: 403 343 0144

Fax #: 403 342 4547

Collateral: General

Block

Description

Status

1 All present and after acquired personal property

Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 09042423341

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Apr-24

Registration Status: Current

Expiry Date: 2011-Apr-24 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

1 PERERA DEVELOPMENT CORPORATION
425-78 Ave SW
Calgary, AB T2V 5K5

Status

Current

Secured Party / Parties

Block

1 CANADIAN WESTERN BANK
6127 BARLOW TRAIL SE
CALGARY, AB T2C 4W8
Phone #: 403 269 9882 Fax #: 403 269 9883

Status

Current

Collateral: General

Block Description

1 All monies or amount on deposit from time to time with the secured party

Status

Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 09102320893

Registration Type: SECURITY AGREEMENT

Registration Date: 2009-Oct-23

Registration Status: Current

Expiry Date: 2014-Oct-23 23:59:59

Exact Match on: Debtor

No: 1

Debtor(s)

Block

		<u>Status</u>
1	PERERA DEVELOPMENT CORPORATION 425 - 78 Ave SW Calgary, AB T2V5K5	Current

Secured Party / Parties

Block

		<u>Status</u>
1	THE ALBERTA NEW HOME WARRANTY PROGRAM 233 MAYLAND PLACE NE CALGARY, AB T2E 7Z8 Phone #: 403 253 3636 Fax #: 403 253 5062	Current

Collateral: General

Block

Description

		<u>Status</u>
1	All present and after acquired personal property.	Current

Search ID#: Z01785573

Business Debtor Search For:

PERERA DEVELOPMENT CORPORATION

Search ID #: Z01785573

Date of Search: 2010-Feb-25

Time of Search: 15:43:12

Registration Number: 10012900020

Registration Type: WORKERS' COMPENSATION BOARD CHARGE

Registration Date: 2010-Jan-29

Registration Status: Current

Registration Term: Infinity

The WCB Charge Amount is \$20,819.03

Exact Match on: Debtor

No: 1

Amendments to Registration

10021217861

Amendment

2010-Feb-12

Debtor(s)

Block

Status

1 PERERA DEVELOPMENT CORPORATION
425 78 AVE SW
CALGARY, AB T2V5K5

Current

Secured Party / Parties

Block

Status

1 WORKERS' COMPENSATION BOARD/COLLECTION UNIT
9925 - 107 STREET, 8TH FLOOR
EDMONTON, AB T5J 2S5

Current

Phone #: 780 498 3999

Fax #: 780 498 7871

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1D4GP25R03B255546	2003	DODGE VAN	MV - Motor Vehicle	Current
2	2GTEK19T5X1568116	1999	GMC SIERRA	MV - Motor Vehicle	Current

Search ID#: Z01785573

3	WDBJF65J4YB008205	2000	MERCEDES BENZ	MV - Motor Vehicle	Current
4	WDBTJ75J84F082940	2004	MERCEDES BENZ	MV - Motor Vehicle	Current
5	JTDBT923381243321	2008	TOYOTA YARIS	MV - Motor Vehicle	Current By 10021217861
6	1D4GP24R14B586493	2004	DODGE CARAVAN	MV - Motor Vehicle	Current By 10021217861
7	JN8AZ08W47W654904	2007	NISSAN MURANO	MV - Motor Vehicle	Current By 10021217861
8	JN8AS58T38W303300	2008	NISSAN ROGUE	MV - Motor Vehicle	Current By 10021217861
9	1N6AA07F38N321036	2008	NISSAN TITAN	MV - Motor Vehicle	Current By 10021217861

Collateral: General

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER-ACQUIRED PROPERTY AND ALL PROPERTY USED IN CONNECTION, PURSUANT TO WCB ACT S129	Current

Particulars

<u>Block</u>	<u>Additional Information</u>	<u>Status</u>
1	acct# 394306-8	Current

Result Complete

Action No.:

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

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

Plaintiff

-and -

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

Defendants

**AFFIDAVIT OF
MICHAEL WHEATLEY**

BORDEN LADNER GERVAIS LLP
Barristers and Solicitors
1000, 400 – 3rd Avenue S.W.
Calgary, AB T2P 4H2

Attention: Travis Lysak

Telephone: (403) 232-9719

Fax: (403) 266-1395

File No. 419391/000003