



Action No. 1001-03215
**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY**

BETWEEN:

FIRST CALGARY SAVINGS & CREDIT UNION LTD.

Plaintiff

and

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

Defendants

AND BETWEEN:

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

Plaintiffs by Counterclaim

and

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

Defendants by Counterclaim

**THIRD REPORT OF THE COURT APPOINTED
RECEIVER OF PERERA SHAWNEE LTD. AND PERERA
DEVELOPMENT CORPORATION**

DELOITTE & TOUCHE INC.

October 7, 2010

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INTRODUCTION

1. On March 3, 2010, Deloitte & Touche Inc. was appointed by the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), as receiver and manager (the "**Receiver**"), without security, of all the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situated, including all proceeds thereof of Perera Shawnee Ltd. and Perera Development Corporation (collectively "**Perera**" or "**PSL**") (the "**Receivership Order**").
2. The Receivership Order was the result of an application by First Calgary Savings & Credit Union ("**First Calgary**"), a secured creditor of Perera. Perera is a condominium real estate developer which has assets that consist of a three phase condominium real estate project located at 30 Shawnee Hill SW, Calgary, Alberta (the "**Project**"). On September 3, 2010, Perera Shawnee Ltd., Don L. Perera and Shiranie M. Perera filed a counterclaim in these proceedings against First Calgary and Deloitte & Touche LLP, alleging, among other things, breach of contract. The Defendants also made a motion for particulars that was adjourned *sine die*, on the understanding that it will be heard in the near future. Our position with respect to the filing of the counterclaim is set out in the correspondence attached in Schedule "1" hereto.
3. Don L. Perera is the President of Perera and he and Shiranie M. Perera are guarantors of the loans from First Calgary.

NOTICE TO READER

4. This report constitutes the Third Report of the Court Appointed Receiver (the "**Report**").

PURPOSE OF REPORT

5. The purpose of this Report is to disclose to the Court the following:
- (a) activities of the receivership that have taken place since the date of the last report of July 30, 2010;
 - (b) specifics of the 15 units (the “**15 Units**”), which are the subject of purchase and sale contracts and whose closing dates have passed, and proposed actions in dealing with these purchasers going forward. The 15 Units are listed in Schedule “2”;
 - (c) specifics of the 22 units (the “**22 Units**”), which are the subject of purchase and sale contracts, but do not have a closing date set, and proposed actions in dealing with these purchasers going forward. The 22 Units are listed in Schedule “3”;
 - (d) specifics of the 11 listed units (the “**11 Units**”) that are not the subject of Vesting and Closing Process Orders granted on August 13, 2010. The 11 Units are listed in Schedule “4”;
 - (e) obtain the Court’s authority to enter into new purchase and sale contracts with sale prices at or above those set out in Schedule “4”, Column “F” of the Confidential Fourth Report of the Receiver, dated October 7, 2010 (the “**Confidential Fourth Report**”);
 - (f) Alberta New Home Warranty Program issues;
 - (g) to request increased borrowings in order to continue the construction and development of the Project; and

- (h) planned treatment of the deposits that purchasers paid, pre-receivership, when Perera presold units in Phase Two (the “**Phase Two Deposits**”).

UPDATE ON THE PROJECT

6. Phase One of the Project is in the latter stages of finalization. Construction on the interior fittings of the first seven floors of the condominium tower is complete and Certificates of Occupancy have been obtained for each of these units. The interior fittings on the eighth floor (the penthouse floor) of the condominium tower are expected to be completed within two to three weeks.
7. The interior fittings of the townhouse units are progressing as well, and it is anticipated that the interiors of these units will be completed by the end of October 2010.
8. The construction of the parkade for Phases Two and Three is also progressing, with the base floor of level one of the Phase Three parkade recently poured. It is anticipated that level one of the parkade will be completed by mid-November.
9. While the summer was slow for condominium sales, there has been increased activity in the on-site sales centre. As noted further in this Report, offers have been accepted during August and September 2010, subject to, *inter alia*, Court approval, on two of the four penthouses, the highest priced units in the condominium tower.

ACTIVITIES OF THE RECEIVER

Presold Units

10. At the time of our appointment, we were informed that 59 units of the 70 available in Phase One had been sold. We further learned that 22 of units had been sold and

conveyed by Perera to parties prior to the issuance of the Receivership Order, leaving 37 units classified as 'presold', in that the closing of the sale had not yet taken place.

11. Soon after our appointment, we were contacted by several of the pre-sale buyers who expressed their concerns with closing on their Purchase Contracts. Since then, it has become known to us and the Perera staff that very few of the transactions are likely to close.
12. We were prepared to send closing notices to many of the pre-sale buyers in early June, 2010. However, Mr. Jeff Poole, legal counsel to Mr. Don Perera, requested on June 1, 2010 that we allow time for staff of Perera to advance any of these offers to a position where they could be closed. No purchases closed as a result of the efforts of the Perera staff.

The 15 Units

13. We had set closing dates for the 15 Units during the week of August 30 – September 3, 2010 (the “**Closing Dates**”), as these units were completed and ready for occupancy. On August 13, 2010, we obtained vesting orders (the “**Vesting Orders**”) for the 15 Units allowing us to transfer title to the 15 Units free and clear of the multiple builder’s liens (the “**Liens**”) that have been registered against the title to each unit. None of these buyers closed on their sales.
14. When these closing notices were sent, we expected to be able to close on these sales at the end of August or early September 2010. However, as noted in paragraphs 22 to 26 of this Report, during late August 2010, we received confirmation of the Brick Issue (as

defined in paragraph 22) and the Safety Code Issue (as defined in paragraph 24), which negated our ability to close on these sales on the closing dates.

15. Since the Closing Dates have passed, the Receiver has received an offer to purchase one of the 15 Units (Unit 406) and has entered into a without prejudice discussion with the purchaser of Unit 205 whose court application to terminate his purchase contract was adjourned *sine die* on August 13, 2010. We have now set new closing dates for the remaining 13 Units (“the **“13 Units”**). Attached as Schedule “2” is an updated Purchase Contract Summary showing, among other things, the closing dates for the sales of the 13 Units. An example template of the closing notice that was sent is attached as Schedule “5”.
16. As noted in the First Receiver’s Report at paragraph 32, the Purchasers who did not have closing dates set for their Purchase Contracts consist of: (a) Purchasers who we were still working with to facilitate the closing of their Purchase Contract or; (b) Purchasers whose units were not yet ready for occupancy.
17. We have decided not to resend the closing notice for Unit 406, partly because a new buyer has come forward with an acceptable offer for the unit.

The 22 Units

18. The 22 Units were separately grouped from the 15 Units because they were not completed or ready for occupancy at the end of August 2010. On August 13, 2010, we obtained closing process orders that established a process for the issuance of Vesting Orders for the 22 Units (the **“PSL Closing Process Order”**) to enable closing when closing dates for the 22 Units are set. We intend to send closing notices with respect to

the 22 Units and set closing dates for mid-November 2010. By this time, it is anticipated that the Brick Issue will be completely fixed, allowing us to close the sales of the 22 Units.

19. We are of the opinion that the purchase contracts for the 22 Units are enforceable, and accordingly we will be in a position, on the established closing dates, to close the sale of these units, failing which it is our position that the Purchasers are liable for damages and will forfeit their deposits.

Construction of Phases One, Two and Three

20. We initially estimated that the construction to bring Phases Two and Three to grade would be completed by October 31, 2010. However, on July 30, 2010, we received a report from MMP Structural Engineering Ltd. (“MMP”), the structural engineering firm of record and who had originally been retained by Perera, that two large sections of the West wall were not properly constructed when the cement was poured during the pre-receivership period. MMP advised that the solution to this problem was to cut and remove the affected sections of the wall and to reconstruct the affected sections. This work will cost approximately \$100,000 and this re-work is expected to delay the completion of Phases Two and Three to grade by about three weeks.
21. During August 2010, the electrical and mechanical inspectors found deficiencies in Phase One. These deficiencies have either been rectified or are in the process of being fixed. Repairing these deficiencies will cost us approximately \$150,000.

Brick Issue

22. In late August 2010, confirmation of an issue with the bricks that clad the outside of the Phase One condominium tower and the townhouses was received (the “**Brick Issue**”). While the bricks are not structural and are only for cosmetic purposes, it was found that the brick ties that were used to secure the bricks to the external structure of the building were designed for a low-rise building. Upon receiving confirmation of the issue, and after discussions with MMP, we took immediate action to safeguard the building and its tenants by erecting protective scaffolding around the entrances.
23. Following testing, MMP provided specifications which required that brick ties be inserted from the outside, directly into the metal studs, at specific spacing distances. It is estimated that this work will be completed in four to six weeks, at an estimated cost in the range of \$90,000 to \$120,000.
24. Section 9 of the Alberta *Building Code Regulation* (the “**Regulation**”) made under the Alberta *Safety Codes Act* (the “**Act**”) states, *inter alia*, that a vendor in the ordinary course of business cannot sell, or otherwise dispose of anything to which the Act applies, unless that thing complies with the Act and its regulations. Our legal counsel advised us that the Brick Issue rendered the Project not to be in compliance with the Regulation (the “**Safety Code Issue**”). We are resolving this situation so that we can close on sales. We take the position that the Brick Issue and the Safety Code Issue were beyond our reasonable control.
25. Accordingly, the fix for the Brick Issue is first being applied to the units that are scheduled to close in the immediate future, including Unit 802 which has a planned possession date of October 15, 2010.

26. We have also disclosed the nature of the Brick Issue to any buyer who wishes to purchase a condominium unit and will continue to do so until the remediation work is complete.
27. While deficiencies have been identified throughout the construction process, we have been working with the engineers to immediately repair the deficiencies. Accordingly, the construction costs are exceeding those initially budgeted as these deficiencies were not originally contemplated.

Phases Two and Three

28. We have retained CB Richard Ellis (“**CBRE**”) to sell Phases Two and Three.
29. CBRE has begun marketing Phases Two and Three for sale, and while no formal offers have been received, we understand that there has been interest in the property by several developers. In most cases, the interested party has requested that they be provided with a Quantity Survey (“**QS**”) report. A QS report outlines the cost to complete the development of a project from its current stage. We therefore commissioned a QS report and anticipate its receipt in mid-October 2010.

Cell Tower

30. Shortly after the date of appointment, we became aware of a company attempting to erect a cell phone tower directly to the West of the proposed Phase Three building, on the property of the adjacent church. Recognizing the obvious negative impact that this tower would have on the marketability of the units in all three phases, we worked closely with Perera staff to have this matter resolved.

31. After a community hearing, we were informed in late August 2010 that the company who planned to build the tower agreed to not proceed with the construction of the tower near the Project.

RECENT SALES AND LISTED UNITS

32. As previously noted, 59 of the 70 available units were presold at the date of our appointment. The remaining 11 units that were not presold were listed for sale with CondoSource Inc. ("**CondoSource**"), a local real estate agency that we retained to sell the units. Two of those units ("**Unit 802**" and "**Unit 804**," respectively) are now the subject of purchase and sale contracts dated June 2, 2010 and September 7, 2010, respectively (the "**Unit 802 Purchase Contract**" and the "**Unit 804 Purchase Contract**"). Another one of the units (Unit 801) is the subject of an offer to purchase.
33. As mentioned above, we entered into purchase and sale contracts in respect of Unit 802 and Unit 804. A copy of the Unit 802 Purchase Contract and the Unit 804 Purchase Contract, without schedules (with address, purchase price and deposit information deleted), is attached as Schedule "6" to this report. We have sent a closing notice to the purchasers of Unit 802, setting October 15, 2010 as the closing date for the Unit 802 Purchase Contract. The closing date for the Unit 804 Purchase Contract is specified in the Unit 804 Purchase Contract as November 1, 2010.
34. The sale prices for Unit 802 and Unit 804 are, in our opinion, commercially reasonable. In this regard we refer the Court to Schedule 1A in the Confidential Second Report of the Receiver dated August 11, 2010; Schedule 1 and Schedule 2 to the Confidential Fourth Report that sets out the agreed sales prices for Unit 802 and 804; and Column "0" in Schedule 3 to the Confidential Fourth Report.

35. The Unit 802 Purchase Contract and the Unit 804 Purchase Contract are subject to the satisfaction of the following conditions precedent on or before the closing date specified in each contract:
- (a) the issuance of an Order of the Court authorizing us to approve the transfer of the units to the Purchasers free and clear of all encumbrances, other than encumbrances permitted by the Order;
 - (b) the issuance of an occupancy permit by the City of Calgary or permission in writing to occupy the units pursuant to the Regulation under the Act; and
 - (c) the execution of a binding agreement between the Receiver and the Alberta New Home Warranty Program (“ANHWP”) providing that ANHWP will provide warranty coverage in respect to the units.
36. As it was entered into after we became aware of the Brick Issue, the Unit 804 Purchase Contract is also subject to the additional condition precedent, namely compliance to our reasonable satisfaction with the requirements of the Regulation and the Act.
37. We anticipate that the conditions precedent listed above will be met before the closing dates in respect of Unit 802 and Unit 804. We plan to work with the City of Calgary over the coming days to secure permission respecting occupancy. As detailed further below, we are presently engaged in without prejudice discussions with ANHWP with the goal of entering into an arrangement to ensure warranty coverage for the Project, including Unit 802 and Unit 804. Accordingly, we seek the Court’s approval for the sale of Unit 802 and Unit 804 as well as vesting orders in respect thereof substantially similar in form to the Vesting Orders.

38. CondoSource continues to market the remaining nine units. In order to minimize the number of Court applications that will have to be made in order to convey title when we enter into purchase contracts with prospective purchasers in respect of those units or in respect of other units that are currently the subject of purchase and sale contracts (where those transactions do not close), we seek a closing process order substantially identical in form to the PSL Closing Process Order.
39. In order to create efficiencies and reduce administration costs with respect to any new purchase and sale contracts we enter into, at this time, we are seeking the Court's authority to agree to sale prices which are at or above the amounts referred to in Column "F" of Schedule "4" to the Confidential Fourth Report.

ALBERTA NEW HOME WARRANTY PROGRAM

40. Since the date of the receivership, negotiations with ANHWP have been ongoing in order to ensure coverage for both the pre-sale buyers and future contracts.
41. Most recently, on September 28, 2010, we, along with our counsel, had a discussion with representatives of ANHWP and their counsel, in an attempt to ensure coverage for the Project, with coverage for the 11 Units being a priority.
42. While we do not believe that ANHWP is able, under the terms of the Receivership Order, to cease their offering of coverage and while ANHWP has not yet committed, verbally or otherwise, to ensure coverage for the 11 Units or the 37 pre-sold units, we remain confident about the prospect of an arrangement with ANHWP in the near term for coverage relating to the 11 Units.

43. Discussions with ANHWP also include a commercial arrangement whereby a portion of the sales price of each further unit sale would be set aside, in trust, for the 1-year period of warranty coverage. Without a type of new home warranty coverage, there is concern of a negative impact on our ability to sell units, and accordingly a commercial arrangement may be the most beneficial to all parties involved.

RECEIPTS AND DISBURSEMENTS

44. Our statement of receipts and disbursements for the period from the date of appointment until October 6, 2010 is attached as Schedule "7".
45. Receipts during the period of \$3.0 million consist of our borrowings from First Calgary under Receiver's Certificates provided for by the Receivership Order.
46. Disbursements during the period of approximately \$2.8 million are composed of construction costs, payments of pre-receivership costs to critical suppliers, payroll of Perera staff, receivership and legal fees and expenses, and other costs.
47. The excess of cash receipts over disbursements at October 6, 2010 is approximately \$183,000.

FORECASTED CASH REQUIREMENTS

48. Attached as Schedule "8" is our forecasted cash requirement to December 31, 2010. As shown in Schedule "8", the budgeted construction cost of Phases One, Two and Three is currently at approximately \$5.0 million. Considering that we have borrowed \$3 million to date, we require an additional \$2,000,000 to finalize construction of the three phases.

49. Professional fees (comprised of our receivership fees and legal fee) totalling \$355,254 have been paid from borrowings and further professional fees totalling \$869,419 are currently unpaid. It is estimated that further professional fees in the range of \$450,000 will be incurred during the period of October 1, 2010 to December 31, 2010.
50. Furthermore, sales expenses are estimated to approximate \$612,000 up until December 31, 2010.
51. Accordingly, we hereby request an increase in our authority to borrow funds, from \$3,000,000 to \$7,300,000. It is our opinion that in order to attempt to realize the value contemplated in the appraisal that was included in our Confidential Second Report, it is necessary for us to complete the Project and incur the related costs.
52. We anticipate that First Calgary will be willing to lend the required funds to us under Receiver's Certificates as provided for in the Receivership Order.

PHASE II DEPOSITS

53. We do not intend to construct the Phase Two Units and, therefore do not intend to close on the Phase Two Purchase Contracts. Therefore, we seek the Court's direction to refund the deposits paid by the Phase Two Purchasers.
54. Our understanding is that the Court's direction is necessary to refund the Phase Two deposits pursuant to sections 14(13) and 14(14) of the *Condominium Property Act*, R.S.A. 2000, c. C-22 (the "*CPA*"). We further understand that the Phase Two deposits are not held under a plan approved by the Minister and are therefore not exempt from trust provisions in the *CPA*. McLeod and Company LLP, Perera's prior legal counsel, currently holds the Phase Two deposits in trust and has provided information with respect

to the purchasers, their addresses and respective deposit amounts as attached in Schedule “9”. We request the Court to direct McLeod and Company LLP to return the Phase Two deposits to the purchasers in the amounts indicated in Schedule “9” and to the corresponding addresses in Schedule “5” of the Confidential Fourth Report, except for a portion of the deposit of Waldemar Geier and Maria Geier in respect of Unit 1104, which is to be paid to the Receiver pursuant to paragraph 2.1(e) of the Unit 802 Purchase Contract.

SEALING ORDER

55. We recommend that a Court Order be granted sealing our Confidential Fourth Report to avoid any negative impact that could result from the dissemination of the information contained in the Confidential Fourth Report. The Confidential Fourth Report contains confidential information including the selling prices in respect of Unit 802 and Unit 804. Publication of this information would prejudice the market for the Project and may undermine the efforts in closing the Purchase Contracts and selling any of the unsold units. The Confidential Fourth Report also contains personal information with respect to the Phase Two purchasers, the combination of which is sensitive and requires confidentiality protection. There are no suitable alternative measures to protect the confidentiality of the information contained in the Confidential Fourth Report.

CONCLUSION

56. We respectfully request that the Court grant the relief set out in the Notice of Motion, dated October 7, 2010.

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

Per: 

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

Schedule 1

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

OSLER

Calgary
Toronto
Montréal
Ottawa
New York

September 16, 2010

Christa Nicholson
Direct Dial: 403.260.7025
cnicholson@osler.com
1121689

VIA EMAIL

Mr. Jeff Poole
Poole Lawyer
126, 2526 Battleford Ave. SW
Calgary, AB T3E 7J4

Dear Mr. Poole:

Re: Deloitte and Touche Inc. (the "Receiver"), Perera Shawnee Ltd. ("PSL") and Perera Development Corporation ("PDC", or when reference is being made to PSL and PDC collectively, the "Debtor")

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

As you know, we are counsel to the Receiver. We are not retained by Deloitte & Touche LLP, which we understand is in the process of retaining counsel.

We have now had an opportunity to review the Statement of Defence (the "**Statement of Defence**") of PSL, PDC, Don L. Perera ("**D. Perera**") and Shiranie M. Perera ("**S. Perera**") (D. Perera and S. Perera are collectively referred to as the "**Guarantors**") and the Counterclaim (the "**Counterclaim**") of PSL and the Guarantors that you filed on September 3, 2010.

It is the Receiver's position that the Statement of Defence and Counterclaim are in violation of the Receivership Order granted March 3, 2010 in the Receivership Proceedings (the "**Receivership Order**") insofar as they purport to be made on behalf of PSL and PDC without having first obtained leave of the Court.¹ The Receivership Proceedings were stayed pursuant to paragraphs 8 and 9 of the Receivership Order.

The Receiver is exclusively empowered and authorized to prosecute and defend all proceedings with respect to the Debtor, the Property or the Receiver to the exclusion of all other Persons (Receivership Order, para. 3(j)). However, the Receiver is not

¹ Unless otherwise specifically defined herein, all capitalized terms have the meaning ascribed to them in the Receivership Order.

Calgary
Toronto
Montréal
Ottawa
New York

authorized to defend or settle the action in which the Receivership Order is made unless otherwise directed by the Court (*ibid.*). This provision of the Receivership Order is based on the Alberta Template Receivership Order Version No. 1, February 2006 (the "**Template**"). The Explanatory Notes to the Template state that:

The concluding words of paragraph 3 are designed to clarify that the Receiver is exclusively in control of the debtor's activities. Absent specific authority, the debtor's board of directors may not engage in litigation or take any other steps on behalf of the debtor following the Receiver's appointment;

[...]

The Alberta Committee has added a phrase to paragraph 3(j) of the Alberta Template Receivership Order that makes it clear that, despite the Receiver being empowered to defend all actions involving the debtor, the Receiver is not expected to exercise that authority with respect to the very action in which the Receiver is appointed. This follows *Toronto-Dominion Bank v. Fortin et al* (1978), 26 C.B.R. (N.S.) 168 (B.C. S.C.). (Explanatory Notes at 6).² [emphasis added]

Therefore, based on the provisions in the Receivership Order and authorities described above, the Receivership Proceedings were stayed pursuant to the Receivership Order and neither a defence nor a counterclaim can be filed by the Debtor in respect of the Receivership Proceedings without first obtaining leave of the Court. Since leave of the Court was not obtained prior to filing, the Statement of Defence and Counterclaim vis-à-vis the Debtor violates the Receivership Order.

Please also note that paragraph 34 of the Statement of Defence incorrectly identifies Deloitte & Touche LLP as the Receiver: the Receiver is Deloitte & Touche Inc.

In light of the violations of the Receivership Order and errors in the Statement of Defence and Counterclaim, we request that you:

1. obtain leave of the Court to file the Statement of Defence in respect of PSL and PDC;
2. obtain leave of the Court to file the Counterclaim in respect of PSL as a plaintiff by counterclaim; and

² For your reference, the Template and Explanatory Notes thereto are available on the Commercial Practice section of the Alberta Court of Queen's Bench website:
<http://www.albertacourts.ab.ca/courtofqueensbench/commercialpractice/tabid/324/default.aspx>.

Calgary

3. amend paragraph 34 of the Statement of Defence either by deleting it in its entirety or by correctly identifying the Receiver as Deloitte & Touche Inc.

Toronto

Montréal

We understand that the Notice of Motion that you filed on September 13, 2010 respecting your Demand for Particulars (the "Motion") has been adjourned to be heard on Wednesday, September 22, 2010, for which we thank you for your cooperation in arranging.

Ottawa

New York

We request that you make an application to the Court, returnable on September 22, 2010 or such date as soon thereafter as is possible, for leave to file the Statement of Defence in respect of PSL and PDC and the Counterclaim in respect of PSL. If the Court grants leave, the Receiver would not oppose an order respecting such leave being made *nunc pro tunc*. If you are not able to make such an application returnable on September 22, at that time, the Receiver will make the Court aware of its position in respect of the Statement of Defence and Counterclaim as they relate to the Debtor.

The Receiver does not take a position with respect to the Statement of Defence or Counterclaim as they relate to the Guarantors, which proceedings are not stayed by the Receivership Order. Similarly, the Receiver does not take a position with respect to the Motion to the extent it is brought by the Guarantors, which we assume will be argued on September 22.

Yours very truly,



Christa Nicholson
Partner

- c. Morgan Fowler, *Osler*
Greg Stevens, *Deloitte & Touche Inc.*
Stefan DuChene, *Deloitte & Touche Inc.*
Victor Kroeger, *Deloitte & Touche Inc.*
Travis Lysak, *Borden Ladner Gervais LLP*

Schedule 2

Perera Development Corporation & Perera Shawnee Ltd. - in Receivership
Listing of the 15 UNITS

	Purchaser	Unit	Legal Unit	Closing Notice	Initial Closing Date	New Closing Date	Unit Factor	Amenities Holdback Amount
1	Mirzan, Macel & Adriana	307	34	Y	30-Aug-10	16-Nov-10	26	\$ 2,808
2	Elsaghir, Ihab	205	24	Y	30-Aug-10	n/a	35	\$ 3,780
3	Protacio, Marivic	306	33	Y	31-Aug-10	15-Nov-10	37	\$ 3,996
4	Tempo Real Estate Ltd.	601	52	Y	31-Aug-10	17-Nov-10	37	\$ 3,996
5	Morris, Pat & david	501	44	Y	31-Aug-10	17-Nov-10	37	\$ 3,996
6	De Silva, Tony & Christobel	702	61	Y	31-Aug-10	18-Nov-10	35	\$ 3,780
7	Perera, Mawagamuwage	201	20	Y	1-Sep-10	15-Nov-10	37	\$ 3,996
8	Spring Advertising Ltd.	407	42	Y	1-Sep-10	16-Nov-10	26	\$ 2,808
9	Podborski, E.David & Gwendolyn	202	21	Y	1-Sep-10	15-Nov-10	35	\$ 3,780
10	Yaletown Investments	402	37	Y	1-Sep-10	16-Nov-10	35	\$ 3,780
11	Jinah/Mohamed	207	26	Y	2-Sep-10	15-Nov-10	26	\$ 2,808
12	Cutts/O'Neil (Jane & Luther)	406	41	Y	2-Sep-10	n/a	37	\$ 3,996
13	Meek, Marilyn & Dennis	405	40	Y	2-Sep-10	16-Nov-10	35	\$ 3,780
14	Robertson, Rose	506	49	Y	2-Sep-10	17-Nov-10	37	\$ 3,996
15	Robertson, Donald	508	51	Y	2-Sep-10	17-Nov-10	26	\$ 2,808

Schedule 3

Perera Development Corporation & Perera Shawnee Ltd. - in Receivership
Listing of the 22 UNITS

	Purchaser	Unit	Legal Unit	Closing Notice	Planned Closing Date	Unit Factor	Amenities Holdback Amount
1	Perera, Don Lai	201	60	N	mid-Nov. 2010	37	\$ 3,996
2	Hilmer Colorado (1056299 Alberta Ltd.)	14613/TH6	6	N	mid-Nov. 2010	40	\$ 4,320
3	Henzler, Frank	803	70	N	mid-Nov. 2010	48	\$ 5,184
4	Bronstein, Natalie	14619/TH3	3	N	mid-Nov. 2010	49	\$ 5,292
5	Seymour, Debra	801	68	N	mid-Nov. 2010	53	\$ 5,724
6	BIZ IQ	14619/TH2	2	N	mid-Nov. 2010	49	\$ 5,292
7	Soo, Philip	302	29	N	mid-Nov. 2010	35	\$ 3,780
8	Sangera, Balraj	503	46	N	mid-Nov. 2010	24	\$ 2,592
9	Sangera, Balraj	504	47	N	mid-Nov. 2010	24	\$ 2,592
10	Soo, Douglas & Marjan Mazaheri	505	48	N	mid-Nov. 2010	35	\$ 3,780
11	Sangera, Barinder & Jaswinder	104	17	N	mid-Nov. 2010	24	\$ 2,592
12	Pimentel, Alex & Adriana	203	22	N	mid-Nov. 2010	24	\$ 2,592
13	Pimentel, Alex & Adriana	204	23	N	mid-Nov. 2010	24	\$ 2,592
14	Blauth, Cleci	303	30	N	mid-Nov. 2010	24	\$ 2,592
15	Blauth, Cleci	703	62	N	mid-Nov. 2010	24	\$ 2,592
16	Allibhai, Karim	403	38	N	mid-Nov. 2010	24	\$ 2,592
17	Mazaheri, Akbar etal	704	63	N	mid-Nov. 2010	24	\$ 2,592
18	Mazaheri, Akbar etal	705	64	N	mid-Nov. 2010	35	\$ 3,780
19	Mehta, Usha	602	53	N	mid-Nov. 2010	35	\$ 3,780
20	Mehta, Hemanshu	603	54	N	mid-Nov. 2010	24	\$ 2,592
21	Judy Poole	14607/TH6	4	N	mid-Nov. 2010	60	\$ 6,480
22	AGAM Consulting	14611/TH7	7	N	mid-Nov. 2010	40	\$ 4,320

Schedule 4

Perera Development Corporation & Perera Shawnee Ltd. - in Receivership
Listing of the 11 UNITS

	Unit	Legal Unit	Size
1	708	67	709
2	802	69	1321
3	804	71	1438
4	14623	1	1758
5	14617	4	1649
6	14615	5	4556
7	14611	7	1086
8	14609	8	1341
9	14605	10	1342
10	14603	11	1342
11	14601	12	1758

Schedule 5

DELOITTE LETTERHEAD

●, 2010

[Purchaser's Name/Address]

Dear ●:

Re: Receivership of Perera Development Corporation ("PDC") and Perera Shawnee Ltd. ("PSL", or when reference is being made to PDC and PSL collectively, the "Debtors")

Purchase of Unit ● including parking stall number ● and storage room number ● (collectively, the "Unit") of Condominium Plan Number 0915321 (the "Project") for the sum of ● plus 6% GST (the "Purchase Price") pursuant to a real estate purchase contract with PSL, dated ● (the "Purchase Contract")

As you are aware, Deloitte & Touche Inc. (the "**Receiver**") was appointed as receiver and manager of all of the assets, properties and undertakings of the Debtors pursuant to an Order issued by the Court of Queen's Bench of Alberta (the "**Court**") on March 3, 2010 (the "**Receivership Order**"). A copy of the Receivership Order is available on the Receiver's website at the following address:

http://www.deloitte.com/view/en_CA/ca/specialsections/insolvencyandstructuringproceedings/perera/index.htm

The Unit was constructed in the first phase ("**Phase One**") of a condominium development known as the Highbury (the "**Project**"). It was originally PSL's intention to construct a second phase ("**Phase Two**") and a third phase ("**Phase Three**") of the Project. Phase One construction was to include the construction of a podium (the "**Podium**") for the purposes of giving access to parking in the Project. The Receiver has obtained funding pursuant to the Receivership Order in order to complete Phase One and the Podium, and to construct Phase Two and Phase Three of the Project to the P1 level of the parkade. Work on the completion of Phase One and the Podium, and on the construction of Phase Two and Phase Three of the Project, is well underway.

As you are aware, a vesting order in respect of your Unit was granted by the Court on August 13, 2010 (the "**Vesting Order**").

In late August 2010, confirmation of an issue with the bricks that clad the outside of the condominium tower and the townhouses was received (the "**Brick Issue**"). The Brick Issue rendered the Project not in compliance with the Alberta *Building Code Regulation* made under the Alberta *Safety Codes Act* and prevented the Receiver from transferring title to any of the units in the Project until the Brick Issue is resolved (the "**Safety Code Issue**"). The Receiver is conducting repairs to address the Brick Issue and expects the repairs to be completed on or about November 15, 2010, thereby resolving the Safety Code Issue.

The Brick Issue and the Safety Code Issue are occurrences that were beyond the reasonable control of the Receiver. Accordingly, pursuant to Article 5 of the Purchase Contract, the Receiver hereby provides notice to you that the closing date for the purchase of the Unit shall now be [●, 2010] (the “**Closing Date**”), subject to the Receiver’s ability to change the Closing Date to a new date pursuant to Article 5 of the Purchase Contract.

The Receiver is planning to apply to the Court for an amended and restated vesting order that will convey title to the Unit to you upon you paying the Balance Owing (defined below) to the Receiver (the “**Amended and Restated Vesting Order**”). The issuance of the Amended and Restated Vesting Orders serves to update the previously granted Vesting Order by providing a new closing date that takes into account the Brick Issue and the Safety Code Issue and provides for a way that the Receiver can close the Purchase Contract, all without prejudice to all of your rights as provided for in paragraph 19(d)(ii) of the Amended and Restated Vesting Order.

The Receiver confirms that you have paid a total deposit of \$● of the Purchase Price pursuant to the Purchase Contract. As such, the balance of the Purchase Price owing on the Closing Date is \$●, plus [extras in the amount of \$●] and GST (the “**Balance Owing**”). The Receiver is aware that multiple builders’ liens have been registered against title to the Unit (collectively, the “**Liens**”). In the event that the Amended and Restated Vesting Order is granted by the Court in the form sought by the Receiver the Liens will be discharged from title to the Unit and any financing that you have obtained will be able to be registered as a first mortgage against the Unit. As such, the Unit will be sold to you subject only to the encumbrances permitted by the Purchase Contract which will remain on title to the Unit.

The Receiver’s counsel for all matters relating to the closing of the Purchase Contract is Kathleen Davis of Kathleen S. Davis Professional Corporation. The Receiver would ask that you request your legal counsel to contact Ms. Davis as soon as possible in order to make closing arrangements. Ms. Davis can be reached by phone at 403.543.8580 or by email at kathleen@ksdavislaw.ca.

Yours truly,

Deloitte & Touche Inc.,
in its capacity as Court appointed
receiver and manager of the Debtors and
not in its personal capacity

Victor P. Kroeger
Senior Vice-President

c Christa Nicholson, *Osler, Hoskin & Harcourt LLP*
c Kathleen Davis, *Kathleen S. Davis Professional Corporation*

Schedule 6

OFFER TO PURCHASE

Unit Number 69

(Suite Number 802)

10 Shawnee Hill S.W. in Calgary, Alberta

OR

Unit Number _____

(Townhome)

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

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

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

(the "Vendor")

-and-

Waldeman + Maria Guier
(full name for title registration purposes)

(address) _____ (postal code)

(home number) _____ (work number) _____ (fax number)

(e-mail address)

(the "Purchaser")

1. **The Purchase**

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

- (a) Unit Number 69 Part 1 of 2 (Suite Number 802), Parking Unit Number 69 Part 2 of 2, and Storage Unit Number 69 Part 2 of 2 in Condominium Plan 0915321 (the "Condominium Plan") being constructed at 10 Shawnee Hill S.W. in Calgary, Alberta (Parts 1 + 2 are hereinafter collectively referred to as the "Suite"). A copy of the Plan, which was registered at the Land Titles Office (Alberta) (the "LTO") on December 7, 2009, is included in Schedule "A" to this Offer to Purchase; and
- (b) The shares in the common property allocated to the purchaser's Suite, excepting thereout all mines and minerals (the "Unit Factor").

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

MLB
Red *OT*

1.3 This Offer to Purchase shall be open for acceptance by the Vendor until 4:30 pm June 2, 2010 (the "Deadline").

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

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

2. Payment

2.1 The Purchase Price is more completely described as follows:

(a) Purchase Price for the Suite ^{MS} (including GST) \$ _____

(b) Additional Parking Stall Unit No. 130 \$ Included

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

TOTAL PURCHASE PRICE ^{MS} (including GST) + _____

(d) Plus 5% GST + Included

TOTAL PURCHASE PRICE (plus GST) \$ _____

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

^{MS} by way of transfer from trust on unit 1104 in Phase 2
BALANCE DUE ON CLOSING \$ _____

3. Deposit

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

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

(a) The Vendor does not accept this Offer to Purchase by the Deadline;

MS
MS

- (b) The Purchaser cancels the Agreement in writing within 10 days of receiving the documents required to be delivered to the Purchaser under section 12 and 13 of the *Condominium Property Act*, R.S.A. 2000, c. C-22 (the "Act"); or
- (c) The Agreement is rescinded, cancelled or terminated in accordance with Articles 5.2 or 25.1.

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

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

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

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

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

See attached Addendum - Finishing Options.

4. Closing, Conveyance and Mortgage Financing

4.1 The closing date for the purchase of the Condominium Unit shall be the date specified in a written notice from the Vendor to the Purchaser (the "Closing Date").

4.2 The Purchaser shall be provided with a minimum of 30 days written notice of the Closing Date (the "Closing Notice"). The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion and for any reason, change the Closing Date to a new date other than the date specified in the Closing Notice.

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

M B
AM

- 4.4 The Purchaser shall pay any costs associated with the registration of the Approval and Vesting Order (as defined herein) at the LTO and the Purchaser's mortgage(s) (if any) on title to the Condominium Unit.
- 4.5 The Purchaser shall pay the Purchase Price, less the Purchaser's Deposit (the "Balance of the Purchase Price") to the Vendor on the Closing Date.
- 4.6 The Purchaser covenants to take possession of the Condominium Unit on the Closing Date, provided the interior of the Suite and the common property is substantially completed even though all exterior work on the Condominium Unit, the related common property, the landscaping, the fencing, exterior lighting and garbage pads or enclosures may not at such time be fully completed and other seasonal deficiencies may be outstanding.
- 4.7 The Vendor shall allow the Purchaser to make an inspection of the Condominium Unit prior to or on the Closing Date to verify that the Condominium Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an inspection sheet (the "Inspection Sheet"). Except as to the items specifically listed on the Inspection Sheet, the Purchaser shall be conclusively deemed to have accepted the Condominium Unit, PROVIDED HOWEVER that such acceptance shall not in any way affect the warranty given by the Alberta New Home Warranty Program (the "Program") pursuant to Schedule K of this Agreement (the "Warranty"), subject always to the satisfaction of Article 5.1(c).
- 4.8 The Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors and municipal employees, shall have the right of entry and access to the Condominium Unit and the common property after the Closing Date in order to complete any incomplete items, inspect the Condominium Unit and make any repairs or modifications to the Condominium Unit and the common property.
- 4.9 The Purchaser acknowledges that the area of the Condominium Unit has been determined on the basis described on the Condominium Plan and is approximate only and shall be subject to some reasonable variance which the Purchaser hereby accepts.

- 4.10 Prior to the Occupancy Permit (as defined herein) being issued, the Purchaser shall not enter the Suite or the common property other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying, sent or invited by the Purchaser (hereinafter called a "Trespasser") resulting from their entry into the Suite or the common property without permission, whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry into the Suite or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.
- 4.11 The Purchaser shall not display "For Sale" signs within its Suite or anywhere in the Condominium Unit until such time that the Vendor has sold all Condominium Units within the Highbury Project. The Purchaser hereby authorizes the Vendor or the condominium corporation created pursuant to the Act (the "Corporation") to remove such signs in the event the Purchaser is in breach of this obligation. This section shall survive the transfer of title to the Condominium Unit and the closing of this transaction.

5. Conditions Precedent

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

- (b) the issuance of an occupancy permit by the City of Calgary or permission in writing to occupy the Condominium Unit pursuant to the regulations under the *Safety Codes Act* (Alberta) (the "Occupancy Permit"); and
- (c) the execution of a binding agreement between the Program and the Receiver providing that the Program will provide the Warranty to the Condominium Unit and the Highbury Project.

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

6. Adjustments and Payments

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

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

7. Condominium Corporation

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

management agreement entered into by the Corporation, all of which the Vendor or the Corporation may amend from time to time.

- 7.2 The Vendor or the Corporation may extend or modify the proposed Condominium Plan comprising the Condominium Unit and/or other units in the project to provide for either additional or fewer units and that, provided the Purchaser's ownership, value or marketability of the Condominium Unit is not substantially adversely affected thereby, and the Purchaser agrees to resolutions of the Corporation for application to the Court for that purpose.
- 7.3 The Vendor estimates, but does not represent or warrant, that the initial amount of the monthly common expenses contribution for the Condominium Unit to be \$ _____, which sum is an estimate only and is subject to change by the Corporation. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Highbury Project and is determined by applying the Unit Factor for the Condominium Unit to the total of such expenses. Any estimated budget which is presented to the Purchaser is for informational purposes only.
- 7.4 The Vendor will have the right to arrange for management of the Condominium Plan on fundamentally those terms and conditions as set out in the management agreement referred to in Schedule "E" and the Purchaser acknowledges that management costs for the project shall be included in common expenses.
- 7.5 The Vendor shall be maintaining and operating show units in the Highbury Project and any by-law which might restrict the Vendor in this respect, if any, is hereby waived by the Purchaser.
8. Disclosure
- 8.1 The Purchaser acknowledges that the Condominium Unit is or will be a unit in the Condominium Plan and the Purchaser further acknowledges that the Purchaser has, with or before the submission hereof, received a copy of this Agreement and copies of the following:

[Handwritten signature]

- (a) **Schedule "A"**: The Condominium Plan as registered with LTO on December 7, 2009, including the Phased Development Disclosure Statement;
- (b) **Schedule "B"**: Site plan and landscaping plan being drawings showing the location of fences, roadways walkways, parking areas and landscaping;
- (c) **Schedule "C"**: Specifications of Unit;
- (d) **Schedule "D"**: Manager's Residence and Guest Suite;
- (e) **Schedule "E"**: Proposed Management Agreement;
- (f) **Schedule "F"**: Proposed Condominium Operating Budget and the estimated amount of the monthly contributions of each unit in the project;
- (g) **Schedule "G"**: Registered By-laws;
- (h) **Schedule "H"**: Registered Restrictive Covenant (Parking);
- (i) **Schedule "I"**: Registered Restrictive Covenant (Storage Lockers)
- (j) **Schedule "J"**: Registered Easements; and
- (k) **Schedule "K"**: Alberta New Home Warranty Program Warranty.

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

- (a) The Vendor was appointed as receiver and manager of PSL pursuant to an Order issued by the Court on March 3, 2010 (the "**Receivership Order**").
- (b) At the time that the Receivership Order was issued:
 - (i) PSL was constructing a three-phase condominium development in southwestern Calgary that was commonly known as the Highbury (the "**Highbury Project**"); and

- (ii) construction on the first phase of the Highbury Project ("Phase One") was substantially complete, and preliminary construction on the second phase ("Phase Two") and the third phase ("Phase Three") has been commenced.
- (c) The Condominium Unit is in Phase One.
- (d) Schedules "A", "B", "C" and "D" (collectively, the "Descriptive Schedules") were prepared by PSL and provided to persons who entered into purchase agreements with PSL for the purchase of a condominium unit in the Highbury Project prior to the issuance of the Receivership Order. The Descriptive Schedules show descriptions and drawings which depict roadways, walkways, fences, parking areas, interior and exterior finishings and landscaping as PSL intended them to exist when PSL had completed the Highbury Project.
- (e) The Vendor does not intend to complete or construct the Highbury Project in the manner that is contemplated by the Descriptive Schedules, and does not represent, warrant or otherwise agree to complete or construct the Highbury Project in the manner contemplated by the Descriptive Schedules.
- (f) Pursuant to the Receivership Order the Vendor is at liberty and is empowered and has arranged to borrow funds not exceeding the principal amount of \$3,000,000 (or such greater amount as the Court may by further Order authorize). The Vendor has completed a budget (the "Budget") for the cost to complete the Vendor's Construction Plans (as hereinafter defined) and currently plans to:
 - (i) complete the construction of Phase One of the Highbury Project; and
 - (ii) construct Phase Two and Phase Three of the Highbury Project to grade level(collectively, the "Vendor's Construction Plans").
- (g) The Vendor will complete the Vendor's Construction Plans, provided that the cost to complete the Vendor's Construction Plans does not exceed the Budget.

(h) The Vendor will sell Phase Two and Phase Three of the Highbury Project to a third-party (the "Transaction"), provided that a satisfactory purchase price (as determined by the Vendor in its sole discretion) is obtained for the Transaction and the Transaction is approved and authorized by the Court.

8.3 The Purchaser acknowledges and agrees that he/she is purchasing the interior and exterior finishing of the Condominium Unit and all of the common property associated with the Condominium Unit, the Plan and the Highbury Project on an "as is, where is" basis and that the Vendor makes no representations or warranties whatsoever with respect to the Condominium Unit, the Plan and the Highbury Project. The Purchaser further acknowledges and agrees that he/she has relied entirely upon his own inspection and investigation with respect to the quantity, quality, and value of the Condominium Unit, the Plan and the Highbury Project. In particular, and without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Purchaser shall have no recourse against the Vendor for, and the Vendor shall not be liable to the Purchaser for any defects or deficiencies related to the construction of the Condominium Unit, the Plan or the Highbury Project (except only defects or deficiencies that are covered by any Warranty) or for changing, modifying, or refusing to complete the Vendor's Constructions Plans.

8.4 The Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes and modifications to any of the Schedules that the Vendor deems are necessary or advisable, as determined by the Vendor at its sole discretion, at any time before or after the execution of this Agreement. The Purchaser further acknowledges and agrees that the Purchaser shall have no recourse against the Vendor for, and the Vendor shall not be liable to the Purchaser for any changes made to the Schedules in accordance with this Article 8.4.

9. Further Assurances

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

10. Entire Agreement

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

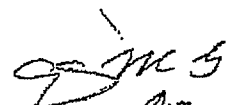
11. Termination and Breach

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

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

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

- (a) all amounts paid by the Purchaser to the Vendor including, without limitation, the Purchaser's Deposit and the Balance of the Purchase Price, shall be absolutely forfeited to the Vendor as liquidated damages and not as a penalty;



- (b) the Vendor shall be reimbursed by the Purchaser for the cost of paying out any lien, execution or encumbrance, the source of which is attributable to the Purchaser, or the cost of any extras, options, modifications or improvements requested by the Purchaser; and
- (c) the Vendor shall be entitled to costs on a full-indemnity, solicitor and his own client basis for any action or legal proceeding commenced by the Vendor relating to the breach of this Agreement.

12. Unit Factor

- 12.1 The Unit Factor for the Suite is _____. The total unit factors have been apportioned and computed substantially on the basis of the square footage of the Suites in proportion to the total square footage of all suites in the Highbury Project.
- 12.2 Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors for all the units total 10,000 as required by law.

13. Notices

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

14. Time

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

15. Purchaser Caveat Restrictions

- 15.1 The Purchaser acknowledges that registration of a caveat or other instrument respecting this Agreement or any secondary financing may affect construction of the Project and the

Purchaser therefore covenants that he/she will not register such a caveat or instrument against the title to all or any portion of the land comprising the Condominium Unit.

16. Title, Encumbrances and By-Laws

- 16.1 The Condominium Unit is sold subject to the Act, as amended, and the implied easements thereunder, any City of Calgary, private or other utility right of way and any other registered or to be registered caveats, private easements, encroachment agreements, restrictive covenants, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities, and any Purchaser mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser (collectively, the "Permitted Encumbrances"). The Vendor will, after receipt and release of the full sale proceeds, cause any of its mortgage encumbrances to be discharged insofar as they are registered against title to the Condominium Unit. The Purchaser also agrees to comply with its obligations under the Restrictive Covenants identified in the Schedules to this Agreement.
- 16.2 The Purchaser acknowledges that he/she is fully aware of the permitted and conditional uses of the Condominium Unit and real property within the surrounding area under the by-laws of the City of Calgary and all applicable statutes, rules and regulations of any competent authority and agrees to accept the Condominium Unit subject to the risks incidental to such uses. The Purchaser further acknowledges that he/she is acquainted with the duties and obligations of an owner of a Condominium Unit and the Purchaser understands that upon registration of the Condominium Plan, the Corporation will be created and the Purchaser will be a member of such Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the by-laws set forth in the Act or any by-laws duly brought into force in substitution and replacement therefore. The Vendor agrees to register substitutional or replacement by-laws which shall be substantially in the form annexed hereto as Schedule G.

17. Display Units and Dwellings

- 17.1 The Purchaser agrees that notwithstanding the provisions of the by-laws of the Condominium Plan, the Vendor shall have the right to maintain and use a reasonable

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

18. Unit Damage

18.1 The Condominium Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser and in the event of substantial or total loss or damage to the Condominium Unit or the project occurring before such time by reason of fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection or other acts of God, either the Vendor or the Purchaser may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage and thereupon the Purchaser shall be entitled to the return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. All proceeds of any insurance policies in force shall belong to the Vendor, however, if neither party elects to cancel this Agreement, the Purchaser shall be entitled to an assignment of insurance proceeds in respect of the material loss or damage to the Condominium Unit, if any. All other remedies and claims of the Purchaser in the event of such damage are hereby waived. The Condominium Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

19. Assignment Restriction and Enurement

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

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

20. Force Majeure

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

21. Non-Merger

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

22. Applicable Law

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

23. Headings

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

24. Singular / Plural

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

25. Vendor's Right to Cancel and Terminate

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

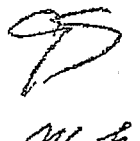
25.2 In the event that the Vendor cancels and terminates this Agreement in accordance with Article 25.1, this Agreement shall terminate and be null, void and of no force or effect.

26. Privacy Consent

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

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

26.2 The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor for the purposes set out above.



27. Purchaser Acknowledgement

27.1 The Purchaser acknowledges that they have read and understand the terms, provisions, conditions and limits that are specified in Schedule J regarding the Warranty.

28. Amendment

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

DATED at the City of Calgary, in the Province of Alberta, this 31st day of May, 2010.

SIGNED in the presence of:

Witness

Purchaser's Signature

Additional Purchaser's Signature (if applicable)

[Handwritten initials]
M.A.

ACCEPTANCE

The Vendor hereby accepts the Offer to Purchase.

DATED at the City of Calgary, in the Province of Alberta, this 3rd day of June, 2010.

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

Per: [Signature]
Authorized Signatory C/S

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

3rd DAY OF June 2010.

SIGNED in the presence of:

[Signature]

Purchaser's Signature [Signature]

Additional Purchaser's Signature (if applicable) [Signature]



Unit 69 Suite 802

HIGHBURY

ADDENDUM - FINISHING OPTIONS

Offer to Purchase and Agreement of Purchase and Sale Addendum / Amendment

Re: Highbury
14619 Shawnee Gate, S.W.,
Calgary, Alberta

Date May 31, 2010

Further to the Offer to Purchase and Agreement of Purchase and Sale (the "Purchase Agreement") dated May 31, 2010 made between Deloitte & Touche Inc. in its capacity as Court-appointed receiver and manager of Perera Shawnee Ltd. (PSL), as Vendor, and Mr. Waldemar & Mrs. Maria Geier, as Purchaser, with respect to a unit, identified as Unit 69 Suite 802 10 Shawnee Hill, S.W., Calgary, Alberta in the Purchase Agreement, constructed or to be constructed on the above noted property, the undersigned agree as follows:

It is understood that the Purchaser will be meeting with a representative of the Vendor to finalize finishes to be installed in the Unit. The Vendor agrees to provide to provide the following custom finishes for this penthouse unit:

1. Custom lacquer kitchen and bathroom cabinetry, with granite counter tops.
2. Bathroom Mirrors to be beveled glass
3. Medicine Cabinets in both bathrooms
4. Marble Entry & Kitchen flooring
5. Porcelain tile in Bathrooms
6. Hardwood in living, halls & bedrooms
7. Wolfe wall oven and 5 burner gas stove top
8. Sub Zero fridge and wine fridge
9. Sharpe microwave drawer
10. 2 Fisher Paykel dishwashers
11. Raised panel doors through out, except closet doors will be mirrored bi-fold.
12. Raised door casings and baseboards
13. Gas fireplace on east wall of livingroom, *single faced*
14. Crown moldings in living/dining room, den and master bedroom.
15. *Den Door to be single door as marked in unit. Door to be 36" with Riverton Clear glass.*
16. *move light switch from inside den to hall wall.*

The Vendor reserves the right to make modifications to the Finishing Options

This Addendum forms a part of and is subject to the terms and conditions set out in the Purchase Agreement. The Purchase Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Purchase Agreement remain the same, except to the extent expressly amended by this Addendum. This Addendum may be executed and transmitted via fax or other electronic means.

WITNESS _____

PURCHASEE

WITNESS _____

PURCHASER

MC 3

Unit _____ Suite _____

Perera Shawnee Ltd.

Per: _____
Authorized Signatory

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

(the "Vendor")

-and-

Elaine Semkuley + Myron Semkuley
(full name for title registration purposes) and/or nominee

(address)

(postal code)

(home number)

(work number)

(fax number)

(e-mail address)

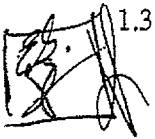
(the "Purchaser")

1. The Purchase

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

- (a) Unit Number 71 Part 1 of 3 (Suite Number 804), Parking Unit Number 71 Part 2 of 3 and Storage Unit Number 71 Part 3 of 3 in Condominium Plan 0915321 (the "Condominium Plan") being constructed at 10 Shawnee Hill S.W. in Calgary, Alberta (Parts 1 to 3 are hereinafter collectively referred to as the "Suite"). A copy of the Plan, which was registered at the Land Titles Office (Alberta) (the "LTO") on December 7, 2009, is included in Schedule "A" to this Offer to Purchase; and
- (b) The shares in the common property allocated to the purchaser's Suite, excepting thereout all mines and minerals (the "Unit Factor").

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




1.3 This Offer to Purchase shall be open for acceptance by the Vendor until 4:30 pm Sept 21, 201 (the "Deadline").

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

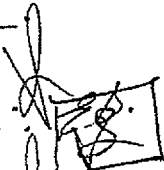
1.5 In the event that the Vendor does not accept this Offer to Purchase prior to the Deadline, this Offer to Purchase shall be null, void and of no force or effect.

2. Payment

2.1 The Purchase Price is more completely described as follows:

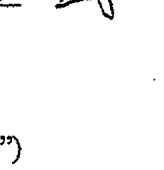
(a) Purchase Price for the Suite (not including GST) \$ _____ 

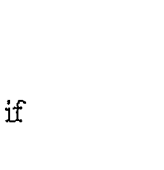
(b) Additional Parking Stall Unit No. 133 \$ Included

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

TOTAL PURCHASE PRICE (not including GST) + _____ 

(d) Plus 5% GST + _____ 

TOTAL PURCHASE PRICE (plus GST) \$ _____ 

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

BALANCE DUE ON CLOSING \$ _____ 

3. Deposit

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

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

(a) The Vendor does not accept this Offer to Purchase by the Deadline;

15 days

- (b) The Purchaser cancels the Agreement in writing within ~~10~~ days of receiving the documents required to be delivered to the Purchaser under section 12 and 13 of the *Condominium Property Act*, R.S.A. 2000, c. C - 22 (the "Act"); or
 - (c) The Agreement is rescinded, cancelled or terminated in accordance with Articles 5.2 or 25.1.
- 3.3 Except as expressly outlined in this Agreement, the Purchaser's Deposit is non-refundable.
- 3.4 If Vendor returns the Purchaser's Deposit in accordance with the terms of this Agreement, neither the Purchaser nor the Vendor have any further recourse under this Agreement.
- 3.5 The Purchaser's Deposit will be held pursuant to the terms of this Agreement and section 14 of the Act.
- 3.6 Any interest earned upon funds held in trust pursuant to this Agreement shall accrue to the Vendor.
- 3.7 The Purchase Price includes the items, options or extras presently installed in the Condominium Unit. It is understood and agreed that the Vendor will not make any modification or supply any other item, option or extra to the Condominium Unit.
See Attached Addendum
4. Closing, Conveyance and Mortgage Financing
- 4.1 The closing date for the purchase of the Condominium Unit shall be the date specified in a written notice from the Vendor to the Purchaser (the "Closing Date"). ~~November 2010~~ *2010 (the "Closing Date")*
- 4.2 ~~The Purchaser shall be provided with a minimum of 30 days written notice of the Closing Date (the "Closing Notice").~~ The Purchaser acknowledges and agrees that the Vendor may, in its sole discretion and for any reason, change the Closing Date to a new date other than the date specified in the Closing Notice.
above
- 4.3 Vacant possession of the Condominium Unit shall be given at 12:00 noon on the Closing Date subject to the terms hereof being complied with.

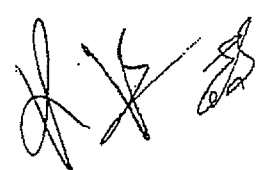
- 4.4 The Purchaser shall pay any costs associated with the registration of the Approval and Vesting Order (as defined herein) at the LTO and the Purchaser's mortgage(s) (if any) on title to the Condominium Unit.
- 4.5 The Purchaser shall pay the Purchase Price, less the Purchaser's Deposit (the "**Balance of the Purchase Price**") to the Vendor on the Closing Date.
- 4.6 The Purchaser covenants to take possession of the Condominium Unit on the Closing Date, provided the interior of the Suite and the common property is substantially completed even though all exterior work on the Condominium Unit, the related common property, the landscaping, the fencing, exterior lighting and garbage pads or enclosures may not at such time be fully completed and other seasonal deficiencies may be outstanding.
- 4.7 The Vendor shall allow the Purchaser to make an inspection of the Condominium Unit prior to or on the Closing Date to verify that the Condominium Unit has been substantially completed. In the event of any items being incomplete at that time, they will be listed on an inspection sheet (the "**Inspection Sheet**"). Except as to the items specifically listed on the Inspection Sheet, the Purchaser shall be conclusively deemed to have accepted the Condominium Unit, PROVIDED HOWEVER that such acceptance shall not in any way affect the warranty given by the Alberta New Home Warranty Program (the "**Program**") pursuant to Schedule K of this Agreement (the "**Warranty**"), subject always to the satisfaction of Article 5.1(c).
- 4.8 The Purchaser further agrees that the Vendor, its agents, employees, mortgage inspectors and municipal employees, shall have the right of entry and access to the Condominium Unit and the common property after the Closing Date in order to complete any incomplete items, inspect the Condominium Unit and make any repairs or modifications to the Condominium Unit and the common property.
- 4.9 The Purchaser acknowledges that the area of the Condominium Unit has been determined on the basis described on the Condominium Plan and is approximate only and shall be subject to some reasonable variance which the Purchaser hereby accepts.

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- 4.10 Prior to the Occupancy Permit (as defined herein) being issued, the Purchaser shall not enter the Suite or the common property other than the Vendor's sales office, without the Vendor's express permission. The Purchaser hereby releases the Vendor, its servants and agents from all liability or claims whatsoever for personal injury or property damage to the Purchaser or anyone accompanying, sent or invited by the Purchaser (hereinafter called a "**Trespasser**") resulting from their entry into the Suite or the common property without permission, whether arising from the negligence of the Vendor or otherwise. The Purchaser hereby further agrees to indemnify and hold harmless the Vendor from and against any and all actions, causes of action, suits, proceedings, fines, costs (including legal costs on a solicitor and his own client basis), expenses and damages whatsoever, arising by virtue of a Trespasser's entry into the Suite or the common property without permission and, in particular, without limiting the generality of the foregoing, agrees to reimburse the Vendor, forthwith, for any fines or penalties imposed upon the Vendor by the municipality or by any other governmental or other authority, as a consequence of the said unauthorized entry.
- 4.11 The Purchaser shall not display "For Sale" signs within its Suite or anywhere in the Condominium Unit until such time that the Vendor has sold all Condominium Units within the Highbury Project. The Purchaser hereby authorizes the Vendor or the condominium corporation created pursuant to the Act (the "**Corporation**") to remove such signs in the event the Purchaser is in breach of this obligation. This section shall survive the transfer of title to the Condominium Unit and the closing of this transaction.

5. Conditions Precedent

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

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Compliance to the reasonable satisfaction of
the Vendor with the requirements of the
Safety Codes Act⁶ and the regulations thereunder,
including but not limited to

ed.
CR.
✓

- (b) the issuance of an occupancy permit by the City of Calgary or permission in writing to occupy the Condominium Unit pursuant to the regulations under the *Safety Codes Act* (Alberta) (the "Occupancy Permit"); and
- (c) the execution of a binding agreement between the Program and the Receiver providing that the Program will provide the Warranty to the Condominium Unit and the Highbury Project.

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

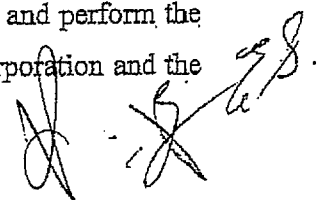
6. Adjustments and Payments

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

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

7. Condominium Corporation

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



management agreement entered into by the Corporation, all of which the Vendor or the Corporation may amend from time to time.

7.2 The Vendor or the Corporation may extend or modify the proposed Condominium Plan comprising the Condominium Unit and/or other units in the project to provide for either additional or fewer units and that, provided the Purchaser's ownership, value or marketability of the Condominium Unit is not substantially adversely affected thereby, and the Purchaser agrees to resolutions of the Corporation for application to the Court for that purpose.

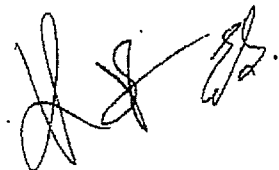
7.3 The Vendor estimates, but does not represent or warrant, that the initial amount of the monthly common expenses contribution for the Condominium Unit to be \$ _____, which sum is an estimate only and is subject to change by the Corporation. The said contribution comprises the Purchaser's proportionate share of the estimated monthly property and management expenses of the Highbury Project and is determined by applying the Unit Factor for the Condominium Unit to the total of such expenses. Any estimated budget which is presented to the Purchaser is for informational purposes only.

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

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

8. Disclosure

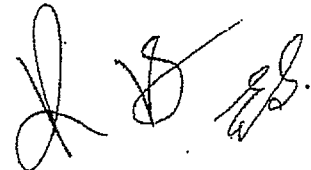
8.1 The Purchaser acknowledges that the Condominium Unit is or will be a unit in the Condominium Plan and the Purchaser further acknowledges that the Purchaser has, with or before the submission hereof, received a copy of this Agreement and copies of the following:

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

- (a) **Schedule "A"**: The Condominium Plan as registered with LTO on December 7, 2009, including the Phased Development Disclosure Statement;
- (b) **Schedule "B"**: Site plan and landscaping plan being drawings showing the location of fences, roadways walkways, parking areas and landscaping;
- (c) **Schedule "C"**: Specifications of Unit;
- (d) **Schedule "D"**: Manager's Residence and Guest Suite;
- (e) **Schedule "E"**: Proposed Management Agreement;
- (f) **Schedule "F"**: Proposed Condominium Operating Budget and the estimated amount of the monthly contributions of each unit in the project;
- (g) **Schedule "G"**: Registered By-laws;
- (h) **Schedule "H"**: Registered Restrictive Covenant (Parking);
- (i) **Schedule "I"**: Registered Restrictive Covenant (Storage Lockers)
- (j) **Schedule "J"**: Registered Easements; and
- (k) **Schedule "K"**: Alberta New Home Warranty Program Warranty.

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

- (a) The Vendor was appointed as receiver and manager of PSL pursuant to an Order issued by the Court on March 3, 2010 (the "**Receivership Order**").
- (b) At the time that the Receivership Order was issued:
 - (i) PSL was constructing a three-phase condominium development in southwestern Calgary that was commonly known as the Highbury (the "**Highbury Project**"); and

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- (ii) construction on the first phase of the Highbury Project ("**Phase One**") was substantially complete, and preliminary construction on the second phase ("**Phase Two**") and the third phase ("**Phase Three**") has been commenced.

- (c) The Condominium Unit is in Phase One.

- (d) Schedules "A", "B", "C" and "D" (collectively, the "**Descriptive Schedules**") were prepared by PSL and provided to persons who entered into purchase agreements with PSL for the purchase of a condominium unit in the Highbury Project prior to the issuance of the Receivership Order. The Descriptive Schedules show descriptions and drawings which depict roadways, walkways, fences, parking areas, interior and exterior finishings and landscaping as PSL intended them to exist when PSL had completed the Highbury Project.

- (e) The Vendor does not intend to complete or construct the Highbury Project in the manner that is contemplated by the Descriptive Schedules, and does not represent, warrant or otherwise agree to complete or construct the Highbury Project in the manner contemplated by the Descriptive Schedules.

- (f) Pursuant to the Receivership Order the Vendor is at liberty and is empowered and has arranged to borrow funds not exceeding the principal amount of \$3,000,000 (or such greater amount as the Court may by further Order authorize). The Vendor has completed a budget (the "**Budget**") for the cost to complete the Vendor's Construction Plans (as hereinafter defined) and currently plans to:
 - (i) complete the construction of Phase One of the Highbury Project; and
 - (ii) construct Phase Two and Phase Three of the Highbury Project to grade level

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

- (g) The Vendor will complete the Vendor's Construction Plans, provided that the cost to complete the Vendor's Construction Plans does not exceed the Budget.

(h) *In addition, the Vendor currently plans to complete the exterior brick cladding work to comply with the Alberta Building Code 2006 and has arranged financing for same based on a current cost estimate.*

(1) ~~(1)~~

The Vendor will sell Phase Two and Phase Three of the Highbury Project to a third-party (the "Transaction"), provided that a satisfactory purchase price (as determined by the Vendor in its sole discretion) is obtained for the Transaction and the Transaction is approved and authorized by the Court.

8.3 The Purchaser acknowledges and agrees that he/she is purchasing the interior and exterior finishing of the Condominium Unit and all of the common property associated with the Condominium Unit, the Plan and the Highbury Project on an "as is, where is" basis and that the Vendor makes no representations or warranties whatsoever with respect to the Condominium Unit, the Plan and the Highbury Project. The Purchaser further acknowledges and agrees that he/she has relied entirely upon his own inspection and investigation with respect to the quantity, quality, and value of the Condominium Unit, the Plan and the Highbury Project. In particular, and without limiting the generality of the foregoing, the Purchaser acknowledges and agrees that the Purchaser shall have no recourse against the Vendor for, and the Vendor shall not be liable to the Purchaser for any defects or deficiencies related to the construction of the Condominium Unit, the Plan or the Highbury Project (except only defects or deficiencies that are covered by any Warranty) or for changing, modifying, or refusing to complete the Vendor's Constructions Plans.

8.4 The Purchaser acknowledges and agrees that the Vendor shall be entitled to make changes and modifications to any of the Schedules that the Vendor deems are necessary or advisable, as determined by the Vendor at its sole discretion, at any time before or after the execution of this Agreement. The Purchaser further acknowledges and agrees that the Purchaser shall have no recourse against the Vendor for, and the Vendor shall not be liable to the Purchaser for any changes made to the Schedules in accordance with this

Article 8.4.

8.5 See Addendum - Notice of Exterior Brickwork Issue

9. Further Assurances

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

10. Entire Agreement

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

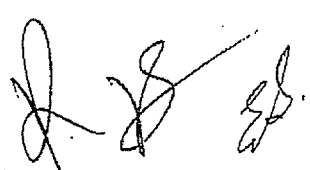
11. Termination and Breach

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

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

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

- (a) all amounts paid by the Purchaser to the Vendor including, without limitation, the Purchaser's Deposit and the Balance of the Purchase Price, shall be absolutely forfeited to the Vendor as liquidated damages and not as a penalty;

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- (b) the Vendor shall be reimbursed by the Purchaser for the cost of paying out any lien, execution or encumbrance, the source of which is attributable to the Purchaser, or the cost of any extras, options, modifications or improvements requested by the Purchaser; and
- (c) the Vendor shall be entitled to costs on a full-indemnity, solicitor and his own client basis for any action or legal proceeding commenced by the Vendor relating to the breach of this Agreement.

12. Unit Factor

- 12.1 The Unit Factor for the Suite is _____. The total unit factors have been apportioned and computed substantially on the basis of the square footage of the Suites in proportion to the total square footage of all suites in the Highbury Project.
- 12.2 Minor adjustments may have been made to the unit factors for all of the units as may be necessary to make the unit factors for all the units total 10,000 as required by law.

13. Notices

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

14. Time

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

15. Purchaser Caveat Restrictions

- 15.1 The Purchaser acknowledges that registration of a caveat or other instrument respecting this Agreement or any secondary financing may affect construction of the Project and the

Purchaser therefore covenants that he/she will not register such a caveat or instrument against the title to all or any portion of the land comprising the Condominium Unit.

16. Title, Encumbrances and By-Laws

16.1 The Condominium Unit is sold subject to the Act, as amended, and the implied easements thereunder, any City of Calgary, private or other utility right of way and any other registered or to be registered caveats, private easements, encroachment agreements, restrictive covenants, normal City of Calgary development condition charges and encumbrances and any other easements in favour of utility companies or public authorities, and any Purchaser mortgage to be registered against title and any other charges or encumbrances the source of which is attributable to the Purchaser (collectively, the "**Permitted Encumbrances**"). The Vendor will, after receipt and release of the full sale proceeds, cause any of its mortgage encumbrances to be discharged insofar as they are registered against title to the Condominium Unit. The Purchaser also agrees to comply with its obligations under the Restrictive Covenants identified in the Schedules to this Agreement.

16.2 The Purchaser acknowledges that he/she is fully aware of the permitted and conditional uses of the Condominium Unit and real property within the surrounding area under the by-laws of the City of Calgary and all applicable statutes, rules and regulations of any competent authority and agrees to accept the Condominium Unit subject to the risks incidental to such uses. The Purchaser further acknowledges that he/she is acquainted with the duties and obligations of an owner of a Condominium Unit and the Purchaser understands that upon registration of the Condominium Plan, the Corporation will be created and the Purchaser will be a member of such Corporation subject to all the benefits and obligations inherent in such membership. The Purchaser agrees to be bound by the by-laws set forth in the Act or any by-laws duly brought into force in substitution and replacement therefore. The Vendor agrees to register substitutional or replacement by-laws which shall be substantially in the form annexed hereto as Schedule G.

17. Display Units and Dwellings

17.1 The Purchaser agrees that notwithstanding the provisions of the by-laws of the Condominium Plan, the Vendor shall have the right to maintain and use a reasonable

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

18. Unit Damage

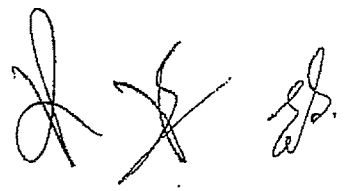
18.1 The Condominium Unit shall be at the risk of the Vendor until title is conveyed to the Purchaser and in the event of substantial or total loss or damage to the Condominium Unit or the project occurring before such time by reason of fire, lightning, tempest, earthquake, flood, riot, civil commotion, insurrection or other acts of God, either the Vendor or the Purchaser may, at its option, cancel this Agreement within thirty (30) days of the date of the said loss or damage and thereupon the Purchaser shall be entitled to the return of any monies paid as deposits hereunder without interest and the Vendor shall have no further liability hereunder. All proceeds of any insurance policies in force shall belong to the Vendor, however, if neither party elects to cancel this Agreement, the Purchaser shall be entitled to an assignment of insurance proceeds in respect of the material loss or damage to the Condominium Unit, if any. All other remedies and claims of the Purchaser in the event of such damage are hereby waived. The Condominium Unit shall be at the risk of the Purchaser after title is conveyed to the Purchaser.

19. Assignment Restriction and Enurement

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

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

20. Force Majeure



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

21. Non-Merger

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

22. Applicable Law

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

23. Headings

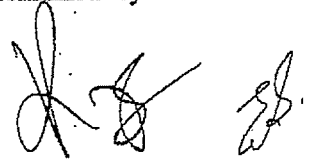
23.1 The headings throughout this Agreement are inserted for convenience or reference only and shall not affect the construction of or be used in the interpretation of this Agreement or any provision thereof.

24. Singular / Plural

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

25. Vendor's Right to Cancel and Terminate

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

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

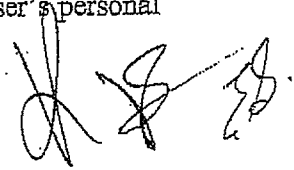
25.2 In the event that the Vendor cancels and terminates this Agreement in accordance with Article 25.1, this Agreement shall terminate and be null, void and of no force or effect.

26. Privacy Consent

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

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

26.2 The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Vendor for the purposes set out above.



27. Purchaser Acknowledgement

27.1 The Purchaser acknowledges that they have read and understand the terms, provisions, conditions and limits that are specified in Schedule J regarding the Warranty.

28. Amendment

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

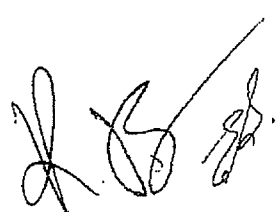
DATED at the City of Calgary, in the Province of Alberta, this 7th day of Sept,
2010.

SIGNED in the presence of:

Witness

Purofaser's Signature

Additional Purchaser's Signature (if applicable)

A handwritten signature in black ink, appearing to be 'R. G. B.', is located in the bottom right corner of the page.

ACCEPTANCE

The Vendor hereby accepts the Offer to Purchase.

inclusive of all addenda attached hereto

DATED at the City of Calgary, in the Province of Alberta, this 21st day of SEPTEMBER, 2019.

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

Per: [Signature]
Authorized Signatory c/s

and Addenda

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

____ DAY OF _____ 20____.

SIGNED in the presence of:

Witness

Purchaser's Signature

Additional Purchaser's Signature (if applicable)

[Handwritten initials]



HIGHBURY
TOWER RESIDENCES AT FISH CREEK

ADDENDUM - FINISHING OPTIONS

**Offer to Purchase and Agreement of Purchase and Sale
Addendum / Amendment**

Re: Highbury
10 Shawnee Hill, SW,
Calgary, Alberta

Date September 7, 2010,

Further to the Offer to Purchase and Agreement of Purchase and Sale (the "Purchase Agreement") dated September 7, 2010, made between Deloitte & Touche Inc. in its capacity as Court-appointed receiver and manager of **Perera Shawnee Ltd. (PSL)** as Vendor, and Elaine and Myron Semkuley, as Purchaser, with respect to a unit, identified as Unit 71 Suite 804 10 Shawnee Hill, S.W., Calgary, Alberta in the Purchase Agreement, constructed or to be constructed on the above noted property, the undersigned agree as follows:

It is understood that the Purchaser will be meeting with a representative of the Vendor to finalize finishes to be installed in the Unit. The Vendor agrees to provide the following custom finishes for this penthouse unit.

- 1. 2nd Bedroom closet doors to be mirrored
Slides in 3 panels
- 2. Window coverings throughout to
be Hunter Douglas Duette Duolite.

>
>

This Addendum forms a part of and is subject to the terms and conditions set out in the Purchase Agreement. The Purchase Agreement, as amended by this Addendum, remains in full force and effect, and all terms and conditions in the Purchase Agreement remain the same, except to the extent expressly amended by this Addendum.

WITNESS _____

PURCHASER

WITNESS _____

AUTHORIZED SIGNATORY

DELOITTE & TOUCHE INC. AS RECEIVERS & MANAGERS
OF Perera Shawnee Ltd. AND NOT IN ITS PERSONAL CAPACITY

Per. _____
Authorized Signatory

Sept 21, 2010

Addendum – Notice of Exterior Brickwork Issue

The Purchaser acknowledges and agrees that they are aware and have been informed by the Vendor that the manner in which the exterior bricks were erected on Phase One of the Highbury Project is currently not in compliance with the *Building Code 2006 (Alberta)* which is a regulation under the *Safety Codes Act (Alberta)*.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'S' followed by a flourish.

Schedule 7

Perera Shawnee Ltd. and
 Perera Development Corporation - In Receivership
 Statement of Receipts and Disbursements
 For the period March 3, 2010 to October 6, 2010

Receipts

Cash in bank at date of receivership	\$ 97.90
Maintenance fees collected	5,515.83
Miscellaneous refunds	136.26
Receiver's borrowings	<u>3,000,000.00</u>
	<u>3,005,749.99</u>

Disbursements

Appraisal fees	10,553.00
Construction consultants	117,486.87
Construction costs	1,043,428.65
Employee reimbursements	9,341.12
Equipment & Crane rentals	121,781.39
GST paid on disbursements	114,024.10
Insurance	82,001.91
Legal fees and disbursements	222,058.84
Office lease payment	13,050.66
Official Receiver filing fees	140.00
Operating costs	181,692.80
Payments to critical suppliers	309,533.58
Payroll	249,602.12
Perera office expenses	19,227.43
Pre receivership consulting services	24,753.00
Receiver's fees and disbursements	131,119.88
Sales centre expenses	120,879.29
Sales contract services	47,380.00
Security	<u>4,343.00</u>
	<u>2,822,397.64</u>

**Excess of Cash Receipts over Cash Disbursements
 Represented by Cash in Bank**

\$ 183,352.35

Schedule 8

Perera Development Corporation and Perera Shawnee Ltd. - in Receivership
Forecasted Cash Requirements to December 31, 2010 (Note 1)

Borrowing requirements

Cost to complete construction (Sch. 8a)	\$	4,976,848	
Less: Borrowing to date		<u>(3,000,000)</u>	
			<u>1,976,848</u>

Add:

Receiver's fees			
Incurred and paid	137,676		
Incurred, but not paid	466,349		
Estimated to December 31, 2010	<u>194,250</u>	798,275	

Legal fees

Incurred and paid	217,578		
Incurred, but not paid	403,070		
Estimated to December 31, 2010	<u>255,000</u>	875,648	

Sales expenses

612,240
<u>2,286,163</u>

Additional borrowing requirement

<u>\$ 4,263,011</u>

Note 1 - At present it is assumed that proceeds from the sale of units will be paid to the secured creditor pursuant to a distribution order that will be sought in due course. All construction costs, selling costs and other administration costs will be paid from funds obtained from Receiver Certificates.

Perera Shawnee Ltd. - In Receivership
 Construction Costs*
 10/6/2010

Construction**	Paid	Outstanding	Projected work to complete	Total	Budget	Variance from budget
Phase I	441,361	462,965	160,674	1,065,000	1,065,000	-
Phases II & III	437,488	1,019,512	93,000	1,550,000	1,550,000	-
Sales Center	35,563	11	1,426	37,000	37,000	-
Fire access road	41,615	3,685	-	45,300	42,000	(3,300)
Remedial	91,116	4,216	379,668	475,000	200,000	(275,000)
Contingency	-	-	100,000	100,000	100,000	-
	1,043,428	1,490,390	734,768	3,272,300	2,994,000	(278,300)
Other items**						
Insurance	82,002	-	-	82,002	82,000	(2)
Consultants	117,487	-	157,513	275,000	275,000	-
Payments to critical parties	309,534	-	90,466	400,000	400,000	-
Operating Costs	186,036	-	88,964	275,000	200,000	(75,000)
Office administration	338,741	-	36,259	375,000	300,000	(75,000)
Equipment rental	121,781	-	78,219	200,000	150,000	(50,000)
Appraisal	10,553	-	-	10,553	12,000	(1,447)
Deposit recovery	-	-	(150,000)	(150,000)	(150,000)	-
	1,166,134	-	301,421	1,467,555	1,269,000	(201,449)
Total	\$2,209,562	\$ 1,490,390	\$ 1,036,189	\$ 4,739,855	\$ 4,263,000	\$ (479,749)

* The costs detailed in this schedule do not include such claims as GST deemed trusts, WEPPA claims, sales expenses and other sales operating costs.

** Items do not include GST

Total cost to complete construction including GST \$ 4,976,848

Schedule 9

**AMOUNTS RECEIVED AND DISBURSED BY MCLEOD AND COMPANY LLP IN
RESPECT OF PHASE TWO PURCHASE CONTRACTS¹**

	Purchaser	Unit	Total Deposit Paid	Deposit Drawn	Deposit Remaining in Trust
1	Agam Consulting Inc. c/o Shivpaul Agam	102	\$17,895.00	nil	\$17,895.00
2	Kozmyk Holdings/Shaw Properties c/o Barry Kozmyk	104	\$22,210.00	nil	\$22,210.00
3	Wayne Poole & Diana Poole	207	\$31,570.00	nil	\$31,570.00
4	Jennifer Poole	301	\$12,000.00	nil	\$12,000.00
5	David Charles Very & Carole Very	503	\$28,995.00	nil	\$28,995.00
6	Yogesh Vijay Kulkarni & Anjali Yogesh Kulkarni	508	\$22,545.00	nil	\$22,545.00
7	Dan Peiris	604	\$24,795.00	nil	\$24,795.00
8	Cal Dudley Torgerson	605	\$35,405.00	nil	\$35,405.00
9	Janaka Yasantha Ruwanpura Krachihiae & Senani Dakshina Ruwanpura	608	\$22,695.00	nil	\$22,695.00
10	Queenie Wong	701	\$20,000.00	nil	\$20,000.00
11	Jamaledin Hedayat	702	\$20,000.00	nil	\$20,000.00
12	Cheung Kin Wilson Wong & Tsui Sim Paulita Chan	703	\$56,350.00	nil	\$56,350.00

¹ The information in this Schedule was provided by McLeod and Company LLP.

	Purchaser	Unit	Total Deposit Paid	Deposit Drawn	Deposit Remaining in Trust
13	Frostbite Holdings Inc.	704	\$1,150.00	nil	\$1,150.00
14	David S. Johnston & Francine Johnston	705	\$37,195.00	nil	\$37,195.00
15	Nimal Rajapalkse	706	\$26,865.00	nil	\$26,865.00
16	Erin Meredith Ludwig	708	\$5,000.00	nil	\$5,000.00
17	Stan Wiens	801	\$39,280.00	nil	\$39,280.00
18	Nayereh Azam Kazemian	802	\$20,000.00	nil	\$20,000.00
19	Miranda Sze-Wing Yu & Michael Sze- Wai Yu	804	\$24,735.00	nil	\$24,735.00
20	Mouneissa Maiga	805	\$73,520.00	nil	\$73,520.00
21	Salim Sumar & Anar Sumar	806	\$27,205.00	nil	\$27,205.00
22	Amber Harder	808	\$10,000.00	nil	\$10,000.00
23	Raymond Pinto	901	\$20,000.00	nil	\$20,000.00
24	Robb & Evenson P.C.	903	\$57,710.00	nil	\$57,710.00
25	Bryan Woolley & Rob Tarnowski	904	\$25,070.00	nil	\$25,070.00
26	Minesh Modi	906	\$55,090.00	nil	\$55,090.00
27	Francis DaSilva	908	\$22,550.00	nil	\$22,550.00
28	BIZ-IQ Inc.	1001	\$20,695.00	nil	\$20,695.00
29	Umut Yasar	1002	\$20,000.00	nil	\$20,000.00

	Purchaser	Unit	Total Deposit Paid	Deposit Drawn	Deposit Remaining in Trust
30	Robert Charbonneau	1003	\$29,195.00	nil	\$29,195.00
31	Chris Norton	1004	\$15,000.00	nil	\$15,000.00
32	Myron Semkuley & Elaine Semkuley	1005	\$38,165.00	nil	\$38,165.00
33	Gregory Robert Donaldson	1006	\$27,885.00	nil	\$27,885.00
34	Jeffrey B. Craig & Pamela Dawn Craig	1008	\$22,890.00	nil	\$22,890.00
35	Walter Geier & Maria Geier	1104	\$100,495.00	nil	\$100,495.00
36	Lawrence W. Sinkey & Margaret Sinkey	505	\$71,990.00	nil	\$71,990.00
	TOTAL		\$1,106,145.00		\$1,106,145.00

**IN THE COURT OF QUEEN'S BENCH
OF ALBERTA**

JUDICIAL DISTRICT OF CALGARY

BETWEEN:

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

PLAINTIFF

and

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

DEFENDANTS

AND BETWEEN:

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

PLAINTIFFS BY COUNTERCLAIM

and

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

DEFENDANTS BY COUNTERCLAIM

**THIRD RECEIVER'S REPORT TO
THE COURT SUBMITTED BY
DELOITTE & TOUCHE INC.**

Osler, Hoskin & Harcourt LLP

Barristers & Solicitors
2500, 450 – 1st Street S.W.
Calgary, AB T2P 5H1

Christa Nicholson

Phone: (403) 260-7025
Facsimile: (403) 260-7024

