

COURT FILE NUMBER 1001-03215

Clerk's Stamp

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF FIRST CALGARY SAVINGS & CREDIT UNION LTD.

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

DOCUMENT **ORDER**
**(Approval of Accounts and Activities, Distribution of
Remaining Funds, and Discharge of Receiver)**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT Osler, Hoskin & Harcourt LLP
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Matter: 1121689

DATE ON WHICH ORDER WAS PRONOUNCED: October 14, 2020

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice B.
Romaine

UPON THE APPLICATION of Deloitte Restructuring Inc. ("**Deloitte**"), formerly Deloitte & Touche Inc., (the "**Receiver**") of Perera Shawnee Ltd. ("**PSL**") and Perera Development Corporation (together with PSL, "**Perera**"); AND UPON reviewing the Seventy-Fifth Report of the Receiver, dated October 5, 2020 (the "**Seventy-Fifth Report**") and other Reports previously filed by the Receiver in this Action; AND UPON hearing from counsel for the Receiver and counsel for any other interested party appearing at the hearing of the Application; AND UPON reviewing the Affidavit of Service of Elena Pratt, sworn October 13, 2020;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this Application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this Application, and time for service of this Application is abridged to that actually given.

APPROVAL OF RECEIPTS, DISBURSEMENTS AND ACCOUNTS

2. The Receiver's final account of \$8,280 for fees related to the period from November 1 to 30, 2018 (the "**Final Receiver's Fees**") is hereby approved.
3. The Receiver's Statement of Receipts and Disbursements, as set out in the Seventy-Fifth Report, is hereby approved.
4. After: (a) payment of an outstanding invoice owing to Williams Engineering Ltd. ("**Williams**") in the amount of \$696, (b) reimbursement of Deloitte for the payment made by the Receiver to Williams of an outstanding invoice in the amount of \$11,826 from funds sourced from Deloitte, and (c) reimbursement of Deloitte for the payment to be made by the Receiver to Receiver's counsel, Osler Hoskin & Harcourt LLP, of an outstanding invoice in the amount of \$1,057.04 from funds sourced from Deloitte, the Receiver is authorized and directed to distribute all remaining funds to Connect First Credit Union.

DISCHARGE OF THE RECEIVER

5. As of the date of the Seventy-Fifth Report and based on the evidence before this Honourable Court:
 - a. The Receiver has acted honestly and in good faith, and has dealt with the Property (as that term is defined in the Receivership Order granted in these proceedings on March 3, 2010 (the "**Receivership Order**")) in a commercially reasonable manner;
 - b. The actions and conduct of the Receiver are approved and the Receiver has satisfied all of its duties and obligations as receiver of the Property;
 - c. The Receiver shall not be liable for any act or omission pertaining to the discharge of the Receiver's duties as court-appointed receiver of the Property, save and except

for any liability arising out of fraud or gross negligence or wilful misconduct on the part of the Receiver; and

- d. Any and all claims against the Receiver arising from, relating to or in connection with the performance of the Receiver's duties and obligations as court-appointed receiver of the Property, save and except for claims based on fraud or gross negligence or wilful misconduct on the part of the Receiver, shall be forever barred and extinguished.
6. No action or proceeding arising from, relating to, or in connection with the performance of the Receiver's duties and obligations in respect of the Property may be commenced or continued without the prior leave of this Honourable Court, on notice to the Receiver and on such terms as this Honourable Court may direct.
7. The Receiver is hereby authorized and permitted to destroy or dispose of corporate records in the possession and control of the Receiver relating to Perera.
8. Upon the filing of the Receiver's Certificate attached hereto as Schedule "A" confirming, among other things, that the Receiver has completed administration of the receivership proceedings as described in the Seventy-Fifth Report, the Receiver shall be absolutely and unconditionally discharged as Receiver of the Property and shall have no further duty, liability or obligation with respect to the Property, provided however, that notwithstanding its discharge, the Receiver shall:
 - a. remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and
 - b. shall continue to have the benefit of the provisions of this Order and all Orders granted in these proceedings, including all approvals, protections and stays of proceedings in favor of the Receiver in its capacity as Receiver.

REMAINING DEPOSIT

9. McLeod Law LLP is hereby authorized and directed to release to the Receiver for the benefit of Perera's estate the deposit paid by Jane O'Neil and Luther Cutts (the "**Purchasers**") pursuant to an Offer to Purchase and Agreement of Purchase and Sale.

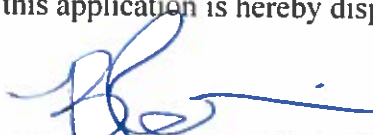
dated June 20, 2007, which at the date of this Receivership, totaled \$23,590, plus all accrued interest.

REMAINING DEPOSIT ACTION

10. The Amended Statement of Claim filed against the Receiver by the Purchasers on November 28, 2017 in Alberta Court of Queen's Bench Action No. 1601-16029 shall and is hereby struck as against the Receiver.

MISCELLANEOUS

11. The Receiver has leave to reapply to this Honourable Court for such further advice and directions as may be necessary.
12. This Order must be served only upon those interested parties attending or represented at the within application and service may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following the transmission or delivery of such documents.
13. Service of this Order on any party not attending this application is hereby dispensed with.



J.C.Q.B.A.

Schedule "A"

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JUDICIAL CENTRE CALGARY

PLAINTIFF FIRST CALGARY SAVINGS & CREDIT UNION LTD.

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

DOCUMENT **RECEIVER'S CERTIFICATE**

ADDRESS FOR
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CONTACT
INFORMATION OF
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DOCUMENT
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Email: EPaplawski@osler.com
Matter: 1121689

This Receiver's Certificate is the certificate referred to in paragraph 8 of the Order (Approval of Accounts and Activities, Distribution of Remaining Funds, and Discharge of Receiver) of the Honourable Madam Justice Romaine, granted October 14, 2020 (the "Order").

Capitalized terms not otherwise defined herein shall have the meanings given to those terms in the Order.

Deloitte Restructuring Inc. ("Deloitte"), formerly Deloitte & Touche Inc., (the "Receiver") of the Property (as that term is defined in the Receivership Order) and not in its personal or corporate capacity, hereby certifies that:

1. The administration of the receivership proceedings as described in the Seventy-Fifth Report has been completed.

Dated this ____ day of _____, 2020.

**Deloitte Restructuring Inc., in its
capacity as Receiver of the undertakings,
property and assets of Perera Shawnee
Ltd. and Perera Development
Corporation**

NAME:

TITLE: