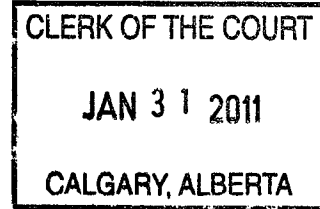


Clerk's stamp:



COURT FILE NUMBER: 1001-03215

COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE OF CALGARY

PLAINTIFF: FIRST CALGARY SAVINGS & CREDIT UNION
LTD.

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

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

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

DOCUMENT: **ORDER**

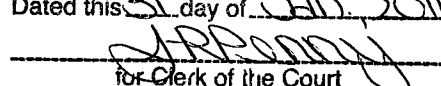
(Re: Distribution of Funds)

OSLER, HOSKIN & HARCOURT LLP

Barristers & Solicitors
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Calgary, AB T2P 5H1
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Facsimile: (403) 260-7024
File Number: 1121689

I hereby certify this to be a true copy of
the original Order

Dated this 31 day of JAN. 2011


for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: Monday, January 31, 2011

NAME OF JUDGE WHO MADE THIS ORDER: Honourable Madam Justice A. Kent

ORDER

(Re: Distribution of Funds)

UPON the application, dated January 18, 2011 (this “**Application**”) of Deloitte & Touche Inc., in its capacity as Court-appointed receiver and manager of Perera Development Corporation (“**PDC**”) and Perera Shawnee Ltd. (“**PSL**”, or when reference is being made to PDC and PSL collectively, the “**Debtor**”), and not in its personal capacity (the “**Receiver**”); **AND UPON** noting the Order issued by Madam Justice A. Kent on March 3, 2010 (the “**Receivership Order**”) and the Order granted October 12, 2010 increasing the Receiver’s authority to borrow funds; **AND UPON** noting the Affidavit of Service of Kelly Des Rochers, sworn January 24, 2011 (the “**Affidavit of Service**”); **AND UPON** noting the Confidential Second Receiver’s Report dated August 11, 2010; **AND UPON** noting the Confidential Fourth Receiver’s Report dated October 7, 2010; **AND UPON** reading the Twelfth Report of the Receiver, dated January 18, 2011 (the “**Twelfth Receiver’s Report**”) including noting that the Receiver has issued to First Calgary Savings & Credit Union Ltd. (“**First Calgary**”) Receiver’s Certificates (as defined in the Receivership Order) (the “**Receiver’s Borrowings**”); **AND UPON** noting the various vesting orders, as amended, granted in these Proceedings (collectively, the “**Vesting Orders**”); **AND UPON** noting the Amended and Restated Closing Process Order granted by Madam Justice A. Kent on November 20, 2010 which included a form of *ex parte* vesting order (collectively, the “**Closing Process Order**”); **AND UPON** noting the Bankruptcy Orders respecting PDC and PSL granted by Madam Justice A. Kent on December 20, 2010; **AND UPON** noting the Order (Re: Advice and Directions regarding Service) granted by Madam Justice A. Kent on October 29, 2010 (the “**Service Order**”); **AND UPON** hearing from counsel for the Receiver, the Plaintiff First Calgary, the Defendants Don L. Perera and Shiranie M. Perera and counsel for any other persons present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

1. The time for service of this Application and the Twelfth Receiver’s Report is abridged, if necessary, this Application is properly returnable today, service of this Application and the Twelfth Receiver’s Report on the persons listed in Schedule “**B**” to this Application (collectively, the “**Service List**”) and on those additional persons noted in the Affidavit of Service in the manner described in the Affidavit of Service is good and sufficient and

service on any persons other than those listed on the Service List or noted in the Affidavit of Service is dispensed with.

2. The Receiver is hereby authorized and directed to pay and disburse the Net Proceeds (as defined in the Vesting Orders and the Closing Process Order) it receives from the sale of units in Phase One as well as the net proceeds it receives from the sale of Phase Two and Phase Three of the condominium development in southwest Calgary known as the Highbury (the “**Project**”), in the following priority:

- (a) First, subject to paragraph 17 of the Receivership Order, to the Receiver an amount equal to the estimated reasonable fees and disbursements of the Receiver and its counsel, from time to time;
- (b) Second, to the Receiver, an amount sufficient to fully repay all outstanding Receiver's Certificates (as defined in the Receivership Order) from time to time which shall be applied by the Receiver in reduction and satisfaction of the Receiver's Borrowings. For greater certainty, nothing herein shall preclude the operation of paragraph 23 of the Receivership Order;
- (c) Third, provided a Court Order is obtained declaring that First Calgary’s security is valid and enforceable, all amounts required to fully repay the amounts owing by the Debtor to First Calgary (the “**Indebtedness**”) which shall be applied by First Calgary as received in reduction of the Indebtedness. Such repayments shall be without prejudice to any right of the Defendants to claim repayment from First Calgary of such amounts should any Court subsequently find that First Calgary was not entitled to receive such repayments;
- (d) Fourth, any balance thereafter to the Receiver which shall establish a pool of all such funds (the “**Pool**”) and shall allocate the funds in the Pool on a pro rata basis among each of the applicable assets of the Project (collectively, the “**Asset(s)**”) based on the amount of proceeds obtained from the sale of and attributable to the same (the “**Allocated Proceeds**”) and subject to any further directions of this Court relating to this paragraph 2(d) which the Receiver determines are necessary, where:

- (i) in respect of the Allocated Proceeds relating to each of the Assets comprising Phase One of the Project, any holder of Encumbrances (as defined in the Vesting Orders and the Closing Process Order) and only the holders of such Encumbrance(s) may assert their claim respecting such Encumbrance(s) against the Allocated Proceeds with the same priority as such Encumbrance(s) had under and pursuant to the Vesting Orders and the Closing Process Order;
- (ii) in respect of the Allocated Proceeds relating to each Asset comprising Phase Two and Phase Three of the Project, any holder of encumbrances which were registered against the land titles for the Assets in Phase Two and Phase Three as at the date of closing of sales of such Assets (the "**Closing Date**") (and only the holders of such encumbrances) may assert their claim respecting such encumbrances against the applicable Allocated Proceeds with the same right and priority that such claimant had against the applicable Asset immediately prior to the sale of such Asset, as if such Asset had not been sold and remained in the possession and control of PSL; and
- (iii) valid claims made pursuant to and in accordance with paragraphs 2(d)(i) and 2(d)(ii) above (the "**Valid Claims**") shall be paid by the Receiver from the applicable Allocated Proceeds of the Pool in amounts and the manner authorized by the Court; and
- (e) Finally, to Hardie & Kelly Inc., in its capacity as bankruptcy trustee of PSL and PDC, for the benefit of the respective bankruptcy estates of PSL and PDC, any portion of the Pool not paid pursuant to paragraph 2(d)(iii) for the Valid Claims or determined by the Receiver to be payable to a creditor with a secured claim not otherwise described above.

3. Nothing in this Order:

- (a) affects the rights of the Receiver or of the Purchaser (as defined in the Vesting Orders) and contained in that part of certain Vesting Orders entitled "Failure to Close on the Closing Date"; or
- (b) authorizes or directs the Receiver or any other party to disburse Deposit Funds (as defined in certain Vesting Orders) if any, that are held currently held by McLeod and Company LLP in respect of any Purchase Contract (as defined in the Vesting Orders).

4. Service of this Order in accordance with the Service Order to the persons listed on the Service List and to those additional persons noted in the Affidavit of Service shall constitute good and sufficient service of this Order.



J.C.Q.B.A.