



Clerk's stamp:

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COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE OF CALGARY

PLAINTIFFS: 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: **THIRTY-SEVENTH REPORT OF THE COURT APPOINTED
RECEIVER OF PERERA SHAWNEE LTD. AND PERERA
DEVELOPMENT CORPORATION, DATED JULY 25, 2012.**

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SCHEDULE 1 Copy of the Unit 10 Purchase Contract – Redacted
SCHEDULE 2 Copy of the title search Unit 10
SCHEDULE 3 Copy of the Condominium Additional Plan Sheet Certificate
SCHEDULE 4 Copy of Receiver’s *ex parte* application made by letter dated July
25, 2012 (excluding attachments)

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. ("**PSL**") and Perera Development Corporation ("**PDC**") (PSL and PDC are collectively referred to as "**Perera**" or "**PSL**") (the "**Receivership Order**") in Action No. 1001-03215 (the "**Receivership Proceedings**"). The Receivership Order was amended and restated on January 31, 2011.
2. 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 known as the "Highbury" (the "**Project**").
3. There are 70 units in Phase One of the Project: 42 of which have been sold and conveyed to purchasers (the "**Sold Units**"); 19 of which were subject to purchase contracts entered into prior to the Receivership Proceedings by PSL and various purchasers and Vesting Orders (the "**19 Units**"); and 9 of which were unsold (the "**Unsold Units**") at the date of the Receivership Proceedings. Closing notices were issued to most of the purchasers of the 19 Units, however the associated closing dates in respect of those units have passed.
4. On November 29, 2010, an Amended and Restated Closing Process Order (the "**Amended and Restated Closing Process Order**") was granted. Among other things, the Amended and Restated Closing Process Order permits the Receiver to make an *ex parte* application whereby the Court may grant a vesting order to effect the closing of any

purchase contracts that the Receiver has or may enter into with any persons for the purchase of units in Phase One of the Project, provided that:

- (a) the sale price of each unit is in compliance with Schedule “4”, Column “F” of the Confidential Fourth Receiver’s Report dated October 7, 2010 (the “**Confidential Fourth Report**”);
 - (b) an unredacted purchase contract is filed under seal pursuant to the Third Sealing Order granted October 29, 2010;
 - (c) a redacted purchase contract is filed with the purchaser’s address redacted; and
 - (d) the certificate of title to the unit is in the same state as on the date the Amended and Restated Closing Process order was granted, except for New Builder’s Registrations (as defined in the Amended and Restated Closing Process Order), in which case, notice must be provided to those lien holders.
5. After the Amended and Restated Closing Process Order was granted, the Receiver actively marketed Unit 10, one of the Unsold Units, for sale (“**Unit 10**”). Unit 10 is a Townhome that comprises part of the Project and is located at 14605 Shawnee Gate S.W., Calgary, Alberta.

NOTICE TO READER

6. This report constitutes the Thirty-Seventh Report of the Receiver (the “**Report**”).

PURPOSE OF REPORT

7. The purpose of this Report is to:

- (a) disclose to the Court the conditional sale of Unit 10 and to obtain its approval of same; and
- (b) request from the Court a vesting order in respect of Unit 10 pursuant to the Amended and Restated Closing Process Order so that the Receiver may convey Unit 10 to the new purchaser, free and clear of all encumbrances, other than permitted encumbrances.

SALE OF UNIT 10

- 8. On June 14, 2012, the Receiver entered into a conditional purchase contract with Barry A. Bernhardt and Nathan J. Bernhardt and/or nominee (the “**Unit 10 Purchaser**”) in respect of Unit 10 (the “**Unit 10 Purchase Contract**”).
- 9. A copy of the Unit 10 Purchase Contract (excluding the schedules thereto), with the Unit 10 Purchaser’s address redacted, is attached to this Report as **Schedule “1”**. An unredacted copy of the Unit 10 Purchase Contract (excluding the schedules thereto) is attached to the Confidential Thirty-Eighth Report of the Receiver dated July 25, 2012 as Schedule “1”.
- 10. The closing date for Unit 10 is set at August 1, 2012 in the Unit 10 Purchase Contract (the “**Unit 10 Closing Date**”).
- 11. The Unit 10 Purchase Contract is subject to the satisfaction of the following condition precedent on or before the Unit 10 Closing Date:

- (a) The issuance of an Order of the Court authorizing the Receiver to enter into the Unit 10 Purchase Contract and approve the transfer of Unit 10 to the Unit 10 Purchaser free and clear of all encumbrances, other than Permitted Encumbrances.
12. The purchase price for Unit 10 (as set out in the Unit 10 Purchase Contract) is, in the opinion of the Receiver, commercially reasonable. Further, the Receiver confirms that the Purchase Price for Unit 10 is in compliance with Schedule “4”, Column “F” of the Confidential Fourth Report.
13. As at July 23, 2012, the title to Unit 10, attached hereto as **Schedule “2”**, and the Condominium Additional Plan Sheet Certificate, which forms part of the title to Unit 10, and attached hereto as **Schedule “3”**, is in the same state as it was on the date that the Amended and Restated Closing Process Order was granted (except for discharges and a builders’ lien that was registered against the title as Instrument No. 101 350 204 that ceased to exist and was cancelled by the Land Titles Office on June 21, 2011 at the Receiver’s request).
14. First Calgary Savings & Credit Union, as first secured creditor of Perera, has no objection to this sale.
15. Accordingly, by *ex parte* application, the Receiver seeks the Court’s approval of the sale of Unit 10 as well as a vesting order in respect of same in the form provided for and all pursuant to the Amended and Restated Closing Process Order in respect thereof.
16. The schedules to the Unit 10 Purchase Contract are the same as the schedules to the Unit 601 Purchase Contract, as described in paragraphs 18-21 of the Fifteenth Report of the Receiver dated July 6, 2011.

CONCLUSION

17. The Receiver respectfully requests that the Court grant the relief set out in the Receiver's *ex parte* application made by letter dated July 25, 2012, a copy of which (excluding attachments) is attached hereto as **Schedule "4"**.

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: _____


Jeff Keeble, CA • CIRP, CBV
Senior Vice President

SCHEDULE "1"

SCHEDULE "2"

SCHEDULE "3"

SCHEDULE "4"