Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc.

MOTION RECORD OF THE APPLICANTS
(To Amend Vesting Orders Dated August 23, 2012)
(Returnable September 19, 2012)

September 18, 2012

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

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Tab 1

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NOTICE OF MOTION
(Returnable September 19, 2012)

The Applicants will make a motion to the Honourable Mr. Justice Strathy on Wednesday, September 19, 2012 at 10:00 a.m., or as soon after that time as the motion can be heard at the court house, 361 University Avenue, Toronto, Ontario, M5G 1T3.

PROPOSED METHOD OF HEARING: The motion is to be heard

[ ] in writing under subrule 37.12.1(1);

[ ] in writing as an opposed motion under subrule 37.12.1(4);

[X] orally.

THE MOTION IS FOR

(a) an Order, abridging the time for service of this Notice of Motion and Motion Record herein, if necessary, and dispensing with any service thereof, such that this motion is properly returnable this date and no further service is required;

(b) an Order amending the Order of the Honourable Mr. Justice Strathy dated August 23, 2012 (the "**Harmony Vesting Order**"), which approved the sale and granted a vesting order in respect of the Harmony Townhomes property, also known municipally as 65 Fort St., Tilbury, Ontario (the "**Harmony Property**"), to amend the definition of "Purchaser" to mean Skyline Real Estate Holdings Inc. rather than Skyline Real Estate Acquisitions Inc.;

(c) an Order amending the Order of the Honourable Mr. Justice Strathy dated August 23, 2012 (the "**Bramtree Vesting Order**"), which approved the sale and granted a vesting order in respect of the property known municipally as 36 Bramtree Court, Brampton, Ontario (the "**Bramtree Property**"), to amend the definition of “Purchaser” to mean 0947907 B.C. Ltd. rather than Outset Media Corporation; and

(d) Such further and other relief as counsel may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE

(a) On August 23, 2012, the Honourable Mr. Justice Strathy granted the Harmony Vesting Order in relation to an Agreement of Purchase and Sale dated July 23, 2012 (the “**Harmony Sale Agreement**”) between Harmony Townhomes Limited Partnership by its general partner F.L. Securities Inc. and Skyline Real Estate Acquisitions Inc. (“**Skyline**”);

(b) On August 23, 2012, the Honourable Mr. Justice Strathy granted the Bramtree Vesting Order in relation to an Agreement of Purchase and Sale dated July 23, 2012 (the “**Bramtree Sale Agreement**”) between First Leaside Growth Limited Partnership by its general partner 2085306 Ontario Inc. and Outset Media Corporation (“**Outset**”);

(c) At the time that the Harmony Vesting Order and Bramtree Vesting Order (collectively, the “**Vesting Orders**”) were granted, the sales of the respective properties were still conditional;

(d) Subsequent to the granting of the Vesting Orders, each of Skyline and Outset waived all remaining conditions and informed the Applicants that they intended to complete the transactions;

(e) however,

(i) Skyline advised that it intended to assign the Harmony Sale Agreement to a related company, Skyline Real Estate Holdings Inc. ("**New Skyline**"), and to have New Skyline take title to the property; and

(ii) Outset advised that it intended to assign the Bramtree Sale Agreement to a related company, 0947907 B.C. Ltd. ("**New Outset**"), and to have New Outset take title to the property;

(f) The transactions contemplated by the Harmony Sale Agreement and the Bramtree Sale Agreement (collectively, the "**Sale Agreements**") are scheduled to close on Thursday, September 20, 2012.

(g) The Applicants consent to the assignment of the Sale Agreements to, respectively, New Skyline and New Outset;

(h) Since the Vesting Orders currently define the "Purchaser" as Skyline and Outset, rather than New Skyline and New Outset, the Applicants will not be able to register the Vesting Orders on title to the properties;

(i) Instead, the Vesting Orders will need to be amended in order to reflect each of New Skyline and New Outset as the "Purchaser";

(j) Apart from the amendment to the definition of "Purchaser", the terms of the Sale Agreements remain the same;

(k) The requested amendments would cause no prejudice to any party, since they are not substantive in nature;

(l) *Rules of Civil Procedure*, and in particular Rule 2.03, 3.02, 37, and 59.06(1); and

(m) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(n) The Affidavit of Kelly Gerra sworn September 18, 2012 and the exhibits thereto; and

(o) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

September 18, 2012

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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FIRST LEASIDE WEALTH MANAGEMENT INC., et al.

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION
(Returnable September 19, 2012)

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Tab 2

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

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AFFIDAVIT OF KELLY GERRA
(sworn September 18, 2012)

I, Kelly Gerra, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an Associate in the law firm of Cassels Brock & Blackwell LLP, solicitors for the Applicant, and as such have knowledge of the matters hereinafter deposed,

except where stated to be on information and belief, and where so stated, I verily believe it to be true.

The Harmony Vesting Order

2. On August 23, 2012, the Applicant brought a motion for an order, *inter alia*, approving the sale transaction contemplated by an Agreement of Purchase and Sale dated July 23, 2012 (the "**Harmony Sale Agreement**") between Harmony Townhomes Limited Partnership by its general partner F.L. Securities Inc. (the "**Vendor**") and Skyline Real Estate Acquisitions Inc. (the "**Skyline**") in respect of the property, known municipally as 65 Fort St., Tilbury, Ontario (the "**Harmony Property**"), and vesting in Skyline all of the right, title and interest of the Vendor in and to the Harmony Property (the "**Harmony Sale**").

3. On August 23, 2012, the Honourable Mr. Justice Strathy granted an Order approving the Harmony Sale (the "**Harmony Vesting Order**"). Attached hereto and marked as **Exhibit "A"** is a true copy of the Harmony Vesting Order.

4. Section 11.2 of the Harmony Sale Agreement gives Skyline the right to assign its right, title and interest in the Harmony Sale Agreement to Skyline Real Estate Holdings Inc. (the "**New Skyline**"). Upon assignment, New Skyline is entitled to the benefits and is subject to the liabilities of Skyline under the Harmony Sale Agreement. Attached hereto and marked as **Exhibit "B"** is a true copy of the Harmony Sale Agreement.

5. By letter dated August 29, 2012, General Counsel for Skyline advised that Skyline would be assigning the Harmony Sale Agreement to New Skyline on the closing of the Harmony Sale as permitted by the Harmony Sale Agreement (the "**Harmony Assignment**"). Attached hereto and marked as **Exhibit "C"** is a true copy of the letter from General Counsel dated August 29, 2012.

The Bramtree Vesting Order

6. On August 23, 2012, the Applicant brought a motion for an order, *inter alia*, approving the sale transaction contemplated by an Agreement of Purchase and Sale dated July 23, 2012 (the "**Bramtree Sale Agreement**") between First Leaside Growth Limited Partnership by its general partner, 2085306 Ontario Inc. (the "**Vendor**") and Outset Media Corporation (the "**Outset**") in respect of the property known municipally as 36 Bramtree Court, Brampton, Ontario (the "**Bramtree Property**"), and vesting in Outset all of the right, title and interest of the Vendor in and to the Bramtree Property (the "**Bramtree Sale**").

7. On August 23, 2012, the Honourable Mr. Justice Strathy granted an Order approving the Bramtree Sale (the "**Bramtree Vesting Order**"). Attached hereto and marked as **Exhibit "D"** is a true copy of the Bramtree Vesting Order.

8. Section 21 of the Bramtree Sale Agreement gives Outset the right, at any time up to five (5) days before the date of closing, to assign the Bramtree Sale Agreement to a corporation(s) and/or person(s). The Bramtree Sale Agreement provides that the assignee shall assume all of Outset's rights and obligations thereunder, but that Outset is not released of its obligations under the Bramtree Sale

Agreement. Attached hereto and marked as **Exhibit "E"** is a true copy of the Bramtree Sale Agreement.

9. On or about August 31, 2012, Outset executed an Assignment of Purchase Agreement in favour of a related company, 0947907 B.C. Ltd. (the "**New Outset**"), under which Outset agreed to assign its right, title and interest in the Bramtree Sale Agreement to the New Outset. Attached hereto and marked as **Exhibit "F"** is a true copy of the Assignment of Purchase Agreement made as of August 31, 2012.

The Harmony Sale and Bramtree Sale

10. I am advised by John Birch, a partner at Cassels Brock & Blackwell LLP, and verily believe to be true, that at the time the Harmony Vesting Order and Bramtree Vesting Order (collectively, the "**Vesting Orders**") were granted, the sales of the Harmony Property and Bramtree Property were still conditional.

11. I am further advised by Mr. Birch, and verily believe to be true, that following the granting of the Vesting Orders, each of Skyline and Outset waived all remaining conditions and informed the Applicants that they intended to complete the transactions and have New Skyline and New Outset take title of the respective properties.

12. I am also advised by Mr. Birch, and verily believe to be true, that the transactions contemplated by the Harmony Sale Agreement and the Bramtree Sale Agreement (collectively, the "**Sale Agreements**") are scheduled to close on Thursday, September 20, 2012 (the "**Closing Date**").

Amendment to definition of "Purchaser" in the Vesting Orders

13. Since the Vesting Orders currently define "Purchaser" as Skyline and Outset, rather than New Skyline and New Outset, I am advised by Mr. Birch, and verily believe to be true, that the Applicants will not be able to register the Vesting Orders on title to the properties in order to complete the vesting title to the properties in New Skyline and New Outset.

14. Accordingly, the Applicant has made a motion to this Honourable Court to amend the definition of "Purchaser" in the first recital to the Vesting Orders so that all subsequent references to this term in the Vesting Orders properly reflect the assignment of the Sale Agreements to New Skyline and New Outset.

15. The proposed amendments to the Vesting Orders do not alter the subject matter adjudicated upon by the Court in the Vesting Orders and, as a result, will not prejudice any party.

16. I make this affidavit in support of a motion by the Applicant for an Order amending the Vesting Orders and for no other improper purpose.

SWORN BEFORE ME at the City of Toronto, on September 18, 2012	
[signature]	Kelly Gerra
Commissioner for Taking Affidavits	KELLY GERRA
Kerion Wallace	

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-12-9617-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc. et al

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF KELLY GERRA
(SWORN SEPTEMBER 18, 2012)

CASSELS BROCK & BLACKWELL LLP
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Lawyers for the Applicants

TAB A

This is **Exhibit "A"** referred to in the affidavit of Kelly Gerra sworn before me, this 18th day of September, 2012

A Commissioner for Taking Affidavits, etc.

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE	)	THURSDAY, THE 23RD
	)	
JUSTICE Strathy	)	DAY OF AUGUST, 2012

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

VESTING ORDER
(Harmony Town Homes Limited Partnership)

THIS MOTION, made by the Applicants for an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale (the "**Sale Agreement**") between Harmony Townhomes Limited Partnership by its general partner F.L. Securities Inc. (the "**Vendor**"), and Skyline Real Estate Acquisitions

Inc. (the "**Purchaser**") dated July 23, 2012 and appended as Exhibit "H" to the Affidavit of Greg MacLeod, sworn August 20, 2012 (the "**MacLeod Affidavit**"), and vesting in the Purchaser the right, title and interest of the Vendor in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the MacLeod Affidavit, the fourth report of Grant Thornton Limited, in its capacity as court appointed monitor (the "**Monitor**") dated August 21, 2012, (the "**Report**") and on hearing the submissions of counsel for the Applicants and G.S. MacLeod & Associates Inc. (the "**CRO**"), the Monitor, Fraser Milner Casgrain LLP in its capacity as Court appointed Representative Counsel, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service of Mary Carreiro sworn August 20, 2012, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the CRO is hereby authorized and approved, with such minor amendments as the CRO may deem necessary. The CRO is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a CRO's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**CRO'S Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or

been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Mr. Justice Brown dated February 23, 2012; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Kent (No. 24) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the CRO's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the CRO's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding;

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

G.R. Strathy J.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 2 3 2012

PER / PAR:

Schedule A – Form of CRO's Certificate

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

CRO's CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Brown of the Ontario Superior Court of Justice (the "**Court**") dated February 23, 2012, G.S. MacLeod & Associates Inc. was appointed as the chief restructuring officer (the "**CRO**") of the undertaking, property and assets of the Applicants.

B. Pursuant to an Order of the Court dated August 23, 2012, the Court approved the agreement of purchase and sale dated July 23, 2012 (the "**Sale Agreement**") between Harmony Town Homes Limited Partnership by its general partner F.L. Securities Inc. (the "**Vendor**"), and Skyline Real Estate Acquisitions

5823

Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the CRO to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the CRO.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE CRO CERTIFIES the following:

1. The Purchaser has paid and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the CRO.

4. This Certificate was delivered by the CRO at ___________ on ,
2012.

G.S. MacLeod & Associates Inc., in its capacity as court appointed chief restricting officer of the Applicants, and not in its personal capacity

Per: ________________________________

Name: Greg MacLeod
Title: President

Schedule B
Purchased Assets

Municipal Description

65 Fort Street, Tilbury, Ontario

Legal Description

LTS 132 & 133, PLAN 254 & PT LT 27, NORTH MIDDLE RD, GEOGRAPHIC TOWNSHIP OF TILBURY EAST AS IN 442766 S/T TI7215 SUBJECT TO AN EASEMENT IN GROSS OVER LTS 132 & 133, PLAN 254 & PT LT 27, NORTH MIDDLE RD (TILBURY EAST) AS IN 442766 AS IN CK45280 MUNICIPALITY CHATHAM-KENT

Schedule C

Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

1. the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person;

2. encumbrances respecting minor encroachments by any Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over any Property by improvements of abutting land owners;

3. title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Property for the purposes for which it is presently used;

4. all easements, servitudes and rights-of-way which are registered against the Property;

5. any subdivision, site plan, development or other similar regional or municipal agreements and registered restrictions, provided the same have been complied with;

6. the Leases and any charge of the Tenant's or a subtenant's interest therein;

7. Airport Zoning Regulations and amendments thereto;

8. Instrument No. T17215 registered June 7, 1951 being a Transfer of Easement to The Hydro-Electric Power Commission of Ontario;

9. Instrument No. 443108 registered April 9, 1987 being a Site Plan Agreement;

10. Instrument No. CK9747 registered January 11, 2007 being a Land Registrar's Order; and

11. Instrument No. CK45280 registered May 14, 2010 being a Transfer of Easement in favour of Union Gas Limited.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc. et al

Court File No: CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

SALE APPROVAL AND VESTING ORDER
(Harmony Town Homes Limited Partnership)

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Lawyers for the Applicant

Legal*7922082.1

TAB B

This is **Exhibit "B"** referred to in the affidavit of Kelly Gerra sworn before me, this 18th day of September, 2012

A Commissioner for Taking Affidavits, etc.

Signed APS.

SKYLINE REAL ESTATE ACQUISITIONS (II) INC.

PURCHASE FROM

HARMONY TOWN HOMES LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER, F.L. SECURITIES INC.

AGREEMENT OF PURCHASE AND SALE

Property:

65 Fort Street, Tilbury, Ontario

AGREEMENT OF PURCHASE AND SALE

BETWEEN

SKYLINE REAL ESTATE ACQUISITIONS INC.
(hereinafter called the "**Purchaser**")

OF THE FIRST PART

- and -

HARMONY TOWNHOMES LIMITED PARTNERSHIP BY ITS GENERAL PARTNER, F.L. SECURITIES INC.

(hereinafter called the "**Vendor**")

OF THE SECOND PART

WHEREAS the Vendor is the sole registered and beneficial owner of the Purchased Assets;

AND WHEREAS subject to Court Approval of this Agreement and the transactions contemplated hereby, the Vendor has agreed to sell the Purchased Assets to the Purchaser and the Purchaser has agreed to purchase the Purchased Assets from the Vendor on the terms and conditions set forth in this Agreement;

FOR VALUE RECEIVED, the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 In this Agreement, the following terms will have the following meanings:

(a) "**Agreement**" means the agreement of purchase and sale to be constituted by acceptance of the offer herein.

(b) "**Applicable Laws**" means all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law in Ontario.

(c) "**Assignment of Assumed Contracts**" has the meaning ascribed thereto in Section 10.1(l).

(d) "**Assignment of Leases**" has the meaning ascribed thereto in Section 10.1(b).

(e) "**Assumed Contracts**" means all Contracts that the Purchaser agrees to assume on Closing, if any.

(f) "**Buildings**" means the three four-storey, multi-unit residential buildings located on the Lands bearing municipal address 65 Fort Street, Tilbury, Ontario, consisting of 50 residential townhouses with no commercial units or uses, together with those fixtures and improvements located therein, thereon or elsewhere on the Lands which are owned by the Vendor and used in connection therewith.

(g) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in Ontario.

(h) "**Chattels**" means the equipment, inventory, appliances, supplies, machinery and other chattels located in the Buildings or on the Lands owned by the Vendor and used in connection with the operation of the Buildings and the Lands, all to be detailed in the Vendor's Deliveries.

(i) "**Claims**" means all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a full indemnity basis and other professional fees and disbursements, interest, demands and actions of any nature or any kind whatsoever.

(j) "**Closing Date**" means October 1,, 2012 .

(k) "**Closing**" means completion of the Transaction.

(l) "**Condition Date**" means that date which is 35 days after acceptance of this offer.

(m) **"Contracts"** means all service and other agreements, other than the Leases, relating to the Purchased Assets.

(n) **"Deposit"** means the First Deposit and, if paid, the Second Deposit.

(o) **"Existing Survey"** means all existing surveys and site plans of the Lands and Buildings in the Vendor's control or possession

(p) **"First Deposit"** has the meaning ascribed thereto in Section 2.1(a).

(q) **"Governmental Authority"** means any regulatory authority, government (including the Municipality) or quasi-governmental department, agency, utility, commission, board, tribunal or court having jurisdiction on behalf of any nation, province or state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction over the Purchased Assets.

(r) **"Hazardous Substances"** means any pollutants, dangerous substances, liquid waste, industrial waste, hauled liquid waste, toxic substances, hazardous waste, hazardous materials, hazardous substances or contaminants pursuant to Applicable Laws.

(s) **"Landlord"** has the meaning ascribed thereto in Section 1.1(u).

(t) **"Lands"** means the lands municipally and legally described in Schedule "A" annexed hereto.

(u) **"Leases"** means the leases, offers to lease and rental agreements, and any extensions thereof and/or amendments thereto, together with all indemnifications/guarantees thereof, in respect of the premises at the Buildings existing as of the date hereof and at Closing between the landlord described therein or its predecessor or successor (the "Landlord") and the tenants of such premises (the "Tenants"), as described in the Rent Rolls to be delivered by the Vendor pursuant hereto.

(v) **"Municipality"** means the City of Tilbury

(w) **"Permitted Encumbrances"** means any encumbrances/registrations listed on Schedule "D"

(x) **"Person"** includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual.

(y) **"Purchased Assets"** means, collectively:

(i) the Lands;

(ii) the Buildings;

(iii) the Chattels,

(iv) the Assumed Contracts; and

(v) the Warranties

(vi) and all other rights and all other property, assets, rights, interests, entitlements, benefits and privileges of the Vendor of every nature and kind whatsoever related to the foregoing owned by the Vendor or used by the Vendor in connection with the ownership, maintenance, repair, leasing, operation, cleaning, security, fire protection, or servicing of any part or all of the Lands and Buildings.

(z) **"Purchase Price"** has the meaning ascribed thereto in Section 2 1.

(aa) **"Purchaser's Architect"** means an architect, engineer or other qualified expert appointed by the Purchaser who is at arm's length to the Purchaser.

(bb) **"Purchaser's Solicitors"** means Christopher P. Moos, Barrister & Solicitor, 70 Fountain Street East, Guelph, Ontario, N1H 3N6; Phone (519) 826-0439; Fax: (519) 836-2320; email: cmoes@skylineonline.ca and/or such firm or firms of solicitors or agents as are retained by the Purchaser from time to time and notice of which is provided to the Vendor.

(cc) **"Realty Taxes"** means all realty taxes and like taxes and charges levied against the Lands or any part thereof by the Municipality, including municipal and education levies, development or redevelopment charges, local improvement charges, business improvement area charges, supplementary taxes, etc

(dd) "**Release**" means, in addition to the meaning given to it under any Applicable Laws, any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage or placement

(ee) "**Rent-Paying Governmental Authority**" has the meaning ascribed thereto in Section 4.4.

(ff) "**Rent Rolls**" means the rent rolls for the Buildings outlining (i) the units rented, including suite numbers, Tenants' names in full, and apartment types, (ii) rent and other fees payable by Tenants, (iii) Tenant move-in and move-out dates, (iv) prepaid rents and security deposits (including key/card deposits), (v) vacancies, and (vi) parking, including which parking spaces are assigned to which Tenants and the monthly fees therefor.

(gg) "**Requisition Satisfaction Date**" has the meaning set out in Section 7.1.

(hh) "**Requisition Time**" has the meaning set out in Section 7.1.

(ii) "**Retained Employees**" has the meaning set out in Section 8.6.

(jj) "**Second Deposit**" has the meaning ascribed thereto in Section 2.1(b).

(kk) "**Tenant Acknowledgements**" intentionally Deleted.

(ll) "**Tenants**" has the meaning ascribed thereto in Section 1.1(u).

(mm) "**Transaction**" means the transaction of purchase and sale of the Purchased Assets provided for in this Agreement.

(nn) "**Vendor's Deliveries**" means the information and documentation set out in Schedule "C", if in the Vendor's possession.

(oo) "**Vendor's Solicitors**" means Cassels Brock & Blackwell LLP, attention: Paul Muchnik and/or such firm or firms of solicitors or agents as are retained by the Vendor from time to time and notice of which is provided to the Purchaser.

(pp) "**Warranties**" means all existing warranties, guarantees and indemnities and similar rights, if any, which the Vendor may have relating to the Lands, Buildings and Chattels.

(qq) "**Work Order**" means any infraction, order, notice to comply or remedy, work order, directive or deficiency notice issued by a Governmental Authority

1.2 The following Schedules form part of this Agreement:

(a) Schedule "A" -- Legal Description.

(b) Schedule "B" -- Form of Authorization.

(c) Schedule "C" -- Vendor's Deliveries.

(d) Schedule "D" -- Permitted Encumbrances.

ARTICLE 2
PURCHASE PRICE AND TERMS

2.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the Purchased Assets at a purchase price (the "**Purchase Price**") [redacted] payable as follows:

(a) TWENTY FIVE THOUSAND DOLLARS ($25,000.00) as a deposit (the "**First Deposit**") to be paid by wire/electronic transfer to the Vendor's Solicitors' trust account on or before the third Business Day following acceptance hereof, to be held in trust by the Vendor's Solicitors for the benefit of the Purchaser pending completion of or other termination of this Agreement and to be credited on account of the Purchase Price on Closing (and the Vendor hereby irrevocably directs the Vendor's Solicitors accordingly); and

(b) ONE THOUSAND DOLLARS ($100,000) as a further deposit (the "**Second Deposit**") on or before the third Business Day following waiver by the Purchaser of those conditions described in Section 4.1 that run to the Condition Date (provided that the Purchaser has not terminated this Agreement in accordance with Section 4.1), by wire/electronic transfer to the Vendor's Solicitors' trust account, to be held in trust by the Vendor's Solicitors for the benefit of the Purchaser pending completion of or other termination of this Agreement and to be credited on account of the Purchase Price on Closing (and the Vendor hereby irrevocably directs the Vendor's Solicitors accordingly); and

(c) the balance by wire/electronic transfer to the Vendor's Solicitors' trust account on Closing, subject to the adjustments specified herein.

2.2 The Vendor hereby irrevocably instructs the Vendor's Solicitors to transfer the Deposit upon receipt into an interest-bearing account or instrument. All accrued interest thereon will be paid to the Purchaser following Closing.

2.3 If the Transaction is not completed for any reason other than the Purchaser's default, then the Deposit, together with all interest accrued thereon, will be returned forthwith to the Purchaser, and the Vendor hereby irrevocably instructs the Vendor's Solicitors accordingly. If the Transaction is not completed as a result of the Purchaser's default, then the Deposit and all accrued interest thereon will be forfeited to the Vendor as liquidated damages, and the Purchaser hereby irrevocably instructs the Vendor's Solicitors accordingly.

2.4 The Purchaser and the Vendor agree that the Purchase Price will be allocated as follows:

Lands:	12% of the Purchase Price
Buildings:	88% of the Purchase Price.

ARTICLE 3
CLOSING

3.1 Closing will occur on the Closing Date.

ARTICLE 4
CONDITIONS

4.1 The obligation of the Purchaser to complete the Transaction is subject to the following conditions (it being understood that each of these conditions is for the benefit of the Purchaser and any of them may be waived in whole or in part by the Purchaser by notice to the Vendor on or before the applicable date for the satisfaction of such condition):

(a) **on or before 6:00 p.m. on the Condition Date,** the Purchaser has satisfied itself in its sole, absolute, arbitrary, unfettered and unreviewable discretion with respect to the Vendor's Deliveries, the Permitted Encumbrances and the physical, environmental, contractual and financial aspects of the Purchased Assets;

(b) **on or before 6:00 p.m. on the Condition Date,** the Purchaser has arranged financing on terms satisfactory to it in its sole, absolute, arbitrary, unfettered and unreviewable discretion;

(c) Intentionally Deleted; and

(d) **on the Closing Date,** all representations and warranties of the Vendor in this Agreement are materially true and complete.

4.2 If each of the conditions in Section 4.1 is not satisfied or waived as therein provided on or before the applicable date referred to therein, this Agreement will, at the option of the Purchaser, be terminated, null and void and of no further force or effect whatsoever.

4.3 At least ten days prior to the Closing Date, the Vendor will notify any Governmental Authority that pays sums on account of rent, in whole or in part, to the Vendor on behalf of a Tenant, or on its own behalf, or otherwise (any of the foregoing being referred to as a "**Rent-Paying Governmental Authority**"), of the pending sale of the Lands and that all payments on account of rent due from and after Closing are to be made payable to **Skyline Management Incorporated** or as the Purchaser may otherwise direct. The Vendor will copy the Purchaser on all correspondence sent to, or received from, any Rent-Paying Governmental Authority. The Vendor will ensure that any sums received by it from a Rent-Paying Governmental Authority with respect to the period from and after Closing will be forwarded to the Purchaser forthwith or, at the Purchaser's direction, the Vendor will arrange for the deposit of same into its own account and will then forthwith issue a cheque to Skyline Management Incorporated for said sums. The foregoing obligation survives Closing.

4.4 Intentionally Deleted.

ARTICLE 5
DELIVERY OF DOCUMENTS

5.1 The Vendor will deliver the Vendor's Deliveries to the Purchaser on or before the fifth Business Day following acceptance hereof. At the request of the Purchaser, the Vendor will deliver to the Purchaser such other information and documentation in the possession or control of the Vendor as the Purchaser reasonably requires. During the period up to and including the Condition Date, the Vendor will deliver or disclose to the Purchaser any information and/or documentation in respect of the Purchased Assets, which, to the best of the Vendor's knowledge, was not included in the Vendor's Deliveries which might have a material effect on the value, income or operation of the Lands and Buildings or which might have an effect on the Purchaser's due diligence deliberations.

5.2 **The Vendor will deliver to the Purchaser <u>no later than five (5) Business Days prior to Closing</u>, Rent Rolls for the month in which Closing takes place as well as Rent Rolls for that month one year earlier, failing which Closing will, at the Purchaser's option, be postponed by up to the number of days that the Vendor is late in delivering same.**

5.3 The Vendor will on one (1) occasion prior to the Closing Date, deliver to the Purchaser up-to-date Rent Rolls, as well as Rent Rolls for that month one year earlier, within five (5) Business Days of the Purchaser's request for same.

5.4 The Vendor or staff will co-operate and make itself available, in a timely manner, with the Purchaser in connection with all phases of the Purchaser's due diligence investigations, including signing whatever documents and authorizations the Purchaser may reasonably require in this regard. The Vendor will provide the Purchaser and its consultants with access upon reasonable notice, to the Lands and Buildings, subject to the rights of the tenants.

5.5 The Purchaser may communicate with parties to the Contracts. The Purchaser may communicate with the Vendor's property manager and its staff.

ARTICLE 6
COVENANTS, REPRESENTATIONS AND WARRANTIES

6.1 The Vendor hereby represents and warrants to the Purchaser, which representations and warranties will, unless otherwise provided, survive and not merge on Closing, and acknowledges that the Purchaser has relied on and continues to rely on such representations and warranties in entering into and completing this Agreement, as follows:

(a) the Vendor has not done any act to encumber the Purchased Assets or to sell or dispose of any of the same;

(b) the Vendor is not, and on Closing will not be, a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(c) upon granting of the Approval and Vesting Order, the Vendor has the right to enter into this Agreement and complete the Transaction; and

(d) to the best of the Vendor's knowledge, no actions or proceedings are pending and none have been threatened to restrain or prohibit the entering into of this Agreement or the completion of the Transaction contemplated by this Agreement

6.2 The Purchaser will be permitted to assume all of the phone number(s), fax number(s) and internet address(es) currently connected to the Buildings and used by the Vendor or agents or affiliates with respect to the Buildings that the Purchaser elects to assume, and the Vendor will co-operate in a timely manner to ensure assignment/transfer of same to the Purchaser by Closing, including the timely execution of whatever documentation may be required by the services providers and/or the Purchaser in this regard.

6.3 The Purchaser will advise the Vendor on or before the Requisition Time which Contracts it wishes to assume on Closing, if any. All other Contracts will be terminated by the Vendor on or before Closing, at its cost, and the Vendor will provide the Purchaser on or before Closing with proof of same (e.g. copies of termination letters, etc.).

6.4 During the period prior to Closing, the Vendor will, and agrees to direct its property manager to, co-operate and work with the Purchaser to ensure a timely, efficient, effective and accurate transition of all aspects of management of the Purchased Assets. In this connection, the Vendor will, or will direct its property manager as appropriate, to disclose to the Purchaser on Closing all passwords to on-site equipment included in the Purchased Assets (such as passwords to answering machines, computers, etc.) and to arrange an electronic download of all Tenant and property information to the Purchaser or its property manager.

ARTICLE 7
TITLE

7.1 Title to the Lands will be examined by the Purchaser at the Purchaser's expense. The Purchaser will be allowed until 11:00 p.m. on the Condition Date (the "**Requisition Time**") to investigate title to the Lands, and to conduct its off-title searches with respect thereto. If by the Requisition Time the Purchaser furnishes the Vendor or the Vendor's Solicitors (i) with any objections to title to the Lands other than the Permitted Encumbrances, or (ii) with any objections in connection with its off-title searches (collectively, the "**Requisitions**"), which Requisitions the Vendor or the Vendor's Solicitors is/are unable to remove, remedy or satisfy to the Purchaser's satisfaction within ten days of receiving such Requisitions (the "**Requisition Satisfaction Date**"), and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations with respect to such objections, will be null and void and the Deposit will be returned with accrued interest. Save as to any objections so made by the Requisition Time, and save as to any objection arising after the Requisition Time, and except for any objections going to the root of title, the Purchaser will be deemed to have accepted the Vendor's title to the Lands.

ARTICLE 8
ADJUSTMENTS

8.1 All adjustments established by the usual practice in the Province of Ontario for the purchase and sale of multi-unit residential properties will be apportioned and allowed to the Closing Date (the day itself to be apportioned to the Purchaser). The Vendor acknowledges that the Purchaser will be arranging its own insurance coverage to be effective on completion and no adjustment will be made in this regard. Rent for the month in which Closing occurs will be adjusted as if paid in full. The Vendor and the Purchaser agree that no adjustment will be made for rental arrears (and last month's rent deposits will not be applied by the Vendor to rent arrears), provided that to the extent the Purchaser, after Closing, receives any amount from a Tenant on account of receivables in favour of the Vendor at a time when no amounts are owing by that Tenant to the Purchaser, the Purchaser will pay such amount to the Vendor. If Closing occurs on the first day of a calendar month, the Purchaser will be responsible to collect rent for that month and there will be no adjustment for rent.

8.2 The Purchaser will not be required to offer employment to any employees of the Vendor or any third party, or any of their respective affiliates (individually and collectively, the "**Employer**"), including any on-site building managers or superintendents, or to assume any liability with respect to such employees. The Purchaser will be given opportunities to interview the on-site building manager(s)/superintendent(s) and any other individuals who provide property management or like services to the Lands (the "**Employees**"). The Vendor will ensure that no on-site building manager or superintendent is removed or replaced prior to Closing without the prior written consent of the Purchaser, which consent may not be unreasonably withheld, failing which the Purchaser may, at its option, postpone the Closing Date until such time as it is satisfied that suitable replacement(s) are in place. On or before the 7th Business Day prior to the Closing Date, the Purchaser will notify the Vendor which Employees, if any, it wishes to hire on Closing (the "**Retained Employees**"). The employment of all other Employees will be either retained or terminated by the Employer at its cost. If any on-site building manager or superintendent occupies a unit in the Buildings, the Vendor will deliver vacant possession of said unit on Closing unless said on-site building manager or superintendent is a Retained Employee or signs a Lease with respect thereto on or before Closing. Provided that Closing occurs and the Retained Employees agree, and subject to the provisions of the balance of this Section, the Purchaser will, effective as of Closing, hire, or cause its property manager to hire, the Retained Employees. Effective immediately before Closing, the Vendor will cause the Employer of the Retained Employees to terminate their employment and pay all sums and compensation payable as a result of such termination of employment, including but not limited to vacation pay, notice/termination pay and severance pay, to such Retained Employees, as required by Applicable Laws. On or before Closing, the Vendor will provide the Purchaser with proof of such payments, which proof will take the form of a letter from the Employer addressed to the Purchaser.

ARTICLE 9
VENDOR'S CLOSING DOCUMENTS

9.1 The Vendor agrees to execute or cause to be executed, where appropriate, and at its expense, and delivered, the following to the Purchaser, unless otherwise provided, on or before the Closing Date or such earlier date as specified below:

(a) a registrable Vesting Order vesting title in the name of the Purchaser;

(b) a bill of sale,

(c) a statutory declaration from a senior officer of the Vendor stating that the Vendor is not a non-resident of Canada pursuant to Section 116 of the *Income Tax Act* (Canada);

(d) a statement of adjustments, a draft of which will be delivered at least three Business Days prior to Closing for the Purchaser's review and comment;

(e) the original copies of the Leases and lease files, including all New Leases;

(f) an assignment by the Vendor and assumption by the Purchaser of the Leases (the "**Assignment of Leases**"),

(g) a certificate from the Vendor confirming the accuracy of the Rent Rolls attached thereto, which Rent Rolls will be for the month in which Closing takes place and for the same month one year previously,

(h) a direction by the Vendor to the Tenants directing future rent payments be made payable to Skyline Management Incorporated or as the Purchaser may otherwise direct;

(i) a direction by the Vendor to each applicable Rent-Paying Governmental Authority directing future payments on account of rent be made payable to Skyline Management Incorporated or as the Purchaser may otherwise direct,

(j) an assignment by the Vendor and assumption by the Purchaser of the Assumed Contracts (the "Assignment of Assumed Contracts") which will have attached to it a list of the Assumed Contracts including a list of all Assumed Contracts with Governmental Authorities;

(k) any keys and post-dated or other cheques (endorsed without recourse) in the Vendor's possession or control,

(l) an undertaking to pay all metered utilities to Closing and to readjust all items on or omitted from the statement of adjustments; and

(m) a bring down certificate from the Vendor stating that the Vendor represents and warrants as to the representations and warranties set forth in Section 6.1.

Where applicable, drafts of the items referred to above will be prepared by the Purchaser's Solicitors and delivered to the Vendor's Solicitors. All documentation will be in form and substance acceptable to the Purchaser and the Vendor each acting reasonably and in good faith.

On Closing, the Vendor will provide all keys to the Buildings and leave them on-site at the management office for the Purchaser's immediate use, together with all applicable passwords. All tenant files, including Leases, correspondence, applications, guarantees, indemnifications, agreements with Rent-Paying Governmental Authorities, etc. and the original copies of all items furnished or required to be furnished to the Purchaser as provided herein will, including original copies of all Vendor's Deliveries, unless the Purchaser directs otherwise, be delivered to the Purchaser's head office in Guelph immediately after Closing.

ARTICLE 10
PURCHASER'S CLOSING DOCUMENTS

10.1 The Purchaser agrees to execute or cause to be executed, where appropriate and at its expense, and delivered, the following to the Vendor on or before the Closing Date:

(a) an undertaking to readjust all items on or omitted from the statement of adjustments;

(b) the Assignment of Leases,

(c) the Assignment of Assumed Contracts; and

(d) a bring down certificate from the Purchaser stating that the Purchaser represents and warrants as to the representations and warranties set forth in Section 13.1; and

(e) all other documents which are required or desirable and which the Vendor has reasonably requested on or before the Closing Date to give effect to the Transaction.

ARTICLE 11
ASSIGNMENT

11.1 The Purchaser has the right to assign this Agreement to Skyline Real Estate Holdings Inc. (the "Assignee"). Upon assignment, the Assignee will be entitled to the benefits and be subject to the liabilities of the Purchaser under this Agreement and the Purchaser will cease to be entitled to such benefits and will cease to be subject to such liabilities.

ARTICLE 12
LEASING AND CONTRACTS

12.1 The Vendor will be entitled to enter into, renew or amend any Leases (each, a "**New Lease**") provided that (i) it acts reasonably and in the ordinary course of business when doing so, (ii) no New Lease will be for a term of more than one (1) year, and (iii) no New Lease will have concessions, rebates, allowances or free rent which would have effect from and after the Closing Date. **The Vendor will forthwith furnish the Purchaser with particulars and copies of all New Leases as they are entered into.**

12.2 If the conditions in favour of the Purchaser that are to be satisfied or waived by the Condition Date have in fact been satisfied or waived by the Purchaser, then the Vendor will not enter into any new Contracts following such satisfaction and/or waiver without the consent of the Purchaser, which consent may be arbitrarily or unreasonably withheld. **The Vendor will promptly deliver to the Purchaser copies of all Contracts that are entered into prior to said satisfaction and/or waiver.**

ARTICLE 13
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

13.1 The Purchaser represents and warrants to the Vendor as follows:

(a) the Purchaser is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(b) the Purchaser has the corporate power and capacity to enter into and to perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by the Purchaser and is a valid and binding obligation of the Purchaser, enforceable in accordance with its terms; and

(c) the Purchaser is not a non-Canadian within the meaning of Investment Canada Act (Canada).

ARTICLE 14
ACKNOWLEDGEMENTS BY PURCHASER

14.1 The Purchaser acknowledges that:

(a) except as otherwise provided for in this Agreement, the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Substances or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets;

(b) it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets, that the Purchaser shall, by the Condition Date, have conducted such inspections of the condition of the Purchased Assets as it deems appropriate and shall have satisfied itself with regard to these matters;

(c) the description of the Purchased Assets contained in this Agreement is for the purposes of identification and no representation, warranty or condition has or will be given by the Vendor concerning the existence or accuracy of such descriptions unless otherwise provided herein;

(d) it will be making its own investigations and inspections of the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets, and that it will rely entirely upon such investigations and inspections;

(e) any information provided by the Vendor describing the Purchased Assets has been prepared solely for the convenience of prospective purchasers and the Vendor warrants that to its knowledge such information is complete, accurate and correct;

(f) the inclusion of any item in Schedule "C" shall not be a representation by the Vendor that such item exists;

(g) that it shall, at its own expense, examine title to the Lands and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Lands, satisfy itself as to the use of the Lands being in accordance with applicable zoning requirements and satisfy itself that the Buildings may be insured to the satisfaction of the Purchaser, all in accordance with the provisions of Article 7

(h) the Vendor has no obligations to and is not responsible for conducting or arranging any environmental studies or investigations in respect of the Purchased Assets;

(i) the Vendor has no obligation to and is not responsible for remedying any of the matters identified in any environmental report.

(j) the Vendor has no obligation to and is not responsible for ensuring that the Purchased Assets comply with any environmental law,

(k) except as expressly provided herein, there is no representation, warranty or condition, express or implied, statutory or otherwise, as to the Purchased Assets or the Debtor including title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licences, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever; and

(l) no adjustment shall be allowed to the Purchaser for changes to the Purchased Assets from the time of any inspection to the Closing.

14.2

14.3 The Vendor shall not be required to furnish or produce any document or evidence of title with respect to the Purchased Assets, except those in its possession or control.

ARTICLE 15
GENERAL

15.1 This Agreement will be effective to create an interest in the Lands only if the subdivision control provisions of the Planning Act (Ontario) are complied with on or before completion. The Vendor hereby covenants to proceed diligently at its expense to obtain any necessary consent on or before the Closing Date.

15.2 The interest of the Vendor in the Lands and Buildings will be at the risk of the Vendor until Closing. If any loss or damage occurs before Closing to the Buildings, the Vendor will forthwith notify the Purchaser in writing of the loss or damage and the extent thereof, as well as details regarding insurance proceeds payable with respect thereto, if any. The parties will determine what steps to take in connection therewith, provided that if the parties are unable to agree within ten days of the occurrence of the damage, this Agreement will, at the Purchaser's option, be at an end and of no further force or effect and the parties will be released from all further obligations hereunder

15.3 If the loss or damage occurs within the period of time that is 10 days prior to Closing, the Closing Date and any other applicable dates referred to herein will be postponed accordingly.

15.4 Time will in all respects be of the essence hereof provided that the time for doing or the completing of any matter provided for herein may be extended or abridged by an agreement in writing between the Vendor and the Purchaser or by their respective solicitors, who are hereby expressly appointed in this regard. The Vendor's Solicitors and the Purchaser's Solicitors are hereby authorized to settle and agree on, on behalf of the Vendor and the Purchaser respectively, the following dates: (i) the Condition Date, (ii) the Requisition Time, (iii) the Requisition Satisfaction Date, and (iv) the Closing Date. In the event that any date or expiration of time period provided for in this Agreement falls upon a day that is not a Business Day, such date or time period will be deemed extended to the following Business Day.

15.5 Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the Closing Date. Money may be tendered by wire/internet transfer. Where not inappropriate or inapplicable, tender may be made via email with pdf attachments and/or facsimile delivery, with fully-inked originals of same to be delivered/exchanged on or before the fifth Business Day after Closing. If the Vendor, for whatever reason, is unable or unwilling to close and the parties have not agreed to waive tender, the Vendor agrees that tender by the Purchaser will have been met where all closing documents to be signed by the Purchaser are signed by it and delivered to the Vendor's Solicitors either by personal delivery (including courier), fax or by email with pdf attachments, and that it will be sufficient for the Purchaser to tender closing funds by having the Purchaser's Solicitors confirm in writing (including email) to the Vendor's Solicitors that the Purchaser is in funds and able to electronically forward same to the Vendor's Solicitors' trust account on the Closing Date; and that it will not be necessary for the Purchaser to actually attend at the relevant registry/land titles office with original documents and an original certified cheque/money order for the closing funds in order for tender to have been sufficiently and properly made by the Purchaser. If the Purchaser, for whatever reason, is unable or unwilling to close and the parties have not agreed to waive tender, the Purchaser agrees that tender by the Vendor will have been met where all closing documents to be signed by the Vendor are signed by it and delivered to the Purchaser's Solicitors, along with current payout or assumption statements for any mortgages on title being discharged or assumed, either by personal delivery (including courier), fax or by email with pdf attachments, and that it will not be necessary for the Vendor to actually attend at the relevant registry/land titles office with original documents in order for tender to have been sufficiently and properly made by the Vendor

15.6 Any notice, document, or communication ("Notice") required or permitted to be given will be given by delivery (including courier), facsimile transmission, electronic mail or other means of electronic communication to the recipient as follows:

to the Purchaser:

Skyline Real Estate Acquisitions (II) Inc.
70 Fountain Street East
Guelph, ON N1H 3N6

Attention: Mike Bonneveld, Director of Acquisitions

Fax No (519) 836-2320
E-Mail: mbonneveld@skylineonline.ca

and to the Purchaser's Solicitor:

Christopher P. Moes
70 Fountain Street East
Guelph, ON N1H 3N6

Fax No.: (519) 836-2320
E-mail: cmoes@skylineonline.ca

to the Vendor:

Harmony Townhomes Limited Partnership by its General Partner,
F.L. Securities Inc.
c/o Greg MacLeod
Address 15 Allstate Parkway
Suite 600
Markham, ON L3R 5B4

Fax No : 1-888-389-1136
E-mail: gmacleod@firstleaside.com

and to the Vendor's Solicitors.

Cassels Brock & Blackwell LLP
Scotia Plaza
40 King Street West, Suite 2100
Toronto, ON M5H 3C2

Fax No.: (416) 642-7165
E-mail. pmuchnik@casselsbrock.com

or to such other address or facsimile number or electronic mail address as either party may in writing advise by notice given in accordance with this Section. Any Notice, if personally delivered, will be deemed to have been validly and effectively given and received on the date of such delivery and if sent by telecopier or other electronic communication with confirmation of transmission, will be deemed to have been validly and effectively given and received on the date of transmission if sent before 5:00 p.m. (Ontario time) on a Business Day, and if sent after 5:00 p.m. (Ontario time) on a Business Day or other than on a Business Day, then the Notice will be deemed to have been validly and effectively given on the Business Day next following the day it was sent. Any Notice delivered by the Purchaser to the Vendor's Solicitors or any agent/broker of the Vendor, will be deemed delivery of such Notice to the Vendor. If the Vendor consists of more than one Person, delivery of a Notice to any of such Persons will be deemed delivery of such Notice to all Persons comprising the Vendor.

15.7 This Agreement constitutes the entire agreement between the Purchaser and the Vendor with respect to the subject matter hereof This Agreement will be read with all changes of gender or number required by the context, and will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15.8 This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario All references to currency are to Canadian currency.

15.9 The Vendor will be responsible for any and all commissions/fees and applicable taxes payable in connection with the Transaction.

15.10 The Vendor and the Purchaser covenant and agree to cause their respective solicitors to enter into a document registration agreement as approved by the Law Society of Upper Canada to govern the electronic submission of all documents to be registered.

15.11 This Agreement and any and all amendments thereto may be executed in counterparts and such counterparts will for all purposes constitute one agreement binding the parties. The Vendor and the Purchaser acknowledge and agree that this offer, acceptance of this offer or counter-offer, any amendments hereto/thereto, and any notices required to be given hereunder, may be communicated by facsimile transmission or email with pdf attachments, which will be equally binding and duly accepted as an original agreement. Acceptance will be deemed communicated at the time and on the date of faxing or email transmission. The Vendor and the Purchaser agree to execute two (2) copies of this Agreement on the same paper document and provide each other an original "inked" paper copy of this Agreement immediately following acceptance, so that each party will have a fully-inked original paper copy hereof for its file (and the same shall apply to any and all amendments to this Agreement), however failure to do so does not invalidate this Agreement or any amendments thereto.

15.12 This offer is irrevocable by the Purchaser until 5.00 p.m. (Guelph time) on the 22nd day of June, 2012, after which time if not accepted this offer will be null and void.

15.13 Each of the parties will from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the Transaction and the true intent and meaning of this Agreement. This Section survives Closing.

ARTICLE 16
VENDOR'S CONDITIONS

16.1 This Agreement is conditional upon the Vendor receiving approval from the Ontario Superior Court of Justice pursuant to the *Canadian Creditors Arrangement Act*.

DATED this 23rd ~~th~~ day of ~~June~~ July, 2012.

SKYLINE REAL ESTATE ACQUISITIONS (II) INC.

Per: M Bonneveld

Name: Mike Bonneveld
Title: Director of Acquisitions

I/We have authority to bind the Corporation

The Vendor hereby accepts the above offer, this 24th day of July, 2012.

HARMONY TOWNHOMES LIMITED PARTNERSHIP
By its General Partner, F.L. SECURITIES INC.

Per: G MacLeod

Name: Greg MacLeod
Title: Chief Restructuring Officer

I/We have authority to bind the Corporation

SCHEDULE "A"

Municipal Description

65 Fort Street, Tilbury, Ontario

Legal Description

LTS 132 & 133, PLAN 254 & PT LT 27, NORTH MIDDLE RD, GEOGRAPHIC TOWNSHIP OF TILBURY EAST AS IN 442766 S/T TI7216 SUBJECT TO AN EASEMENT IN GROSS OVER LTS 132 & 133, PLAN 254 & PT LT 27, NORTH MIDDLE RD (TILBURY EAST) AS IN 442766 AS IN CK45280 MUNICIPALITY CHATHAM-KENT

SCHEDULE "B"

AUTHORIZATION

TO:	ALL PUBLIC UTILITIES AND GOVERNMENTAL AUTHORITIES
RE.	Skyline Real Estate Acquisitions Inc. (the "**Purchaser**") purchase from Harmony Townhomes Limited Partnership by its General Partner, F.L. Securities Inc. (the "**Vendor**") 65 Fort Street, Tilbury, Ontario (the "**Property**")

This is to advise that the Vendor is the present registered owner of the Property and that the Purchaser has entered into an agreement of purchase and sale with the Vendor relating to the Property.

Upon request by the Purchaser or by its solicitors, you are hereby authorized to disclose or release any and all information maintained in your records as to outstanding work orders, contraventions, notices, violations, infractions, and current and prior utility accounts, which are within your jurisdiction affecting the Property.

And for so doing, this will be your good and sufficient authority.

A photocopy, facsimile or electronic version of this executed Authorization may be relied upon to the same extent as if it were an original executed version.

AN INSPECTION OF THE PROPERTY IS NEITHER REQUIRED NOR AUTHORIZED HEREUNDER.

DATED this ____ day of June, 2012.

HARMONY TOWNHOMES LIMITED PARTNERSHIP by its General Partner, F. L. SECURITIES INC.

Per: ______________________________

Name: Greg MacLeod

Title: Chief Restructuring Officer

I/We have authority to bind the Corporation

SCHEDULE "C"

VENDOR'S DELIVERIES

Tenant and Leasing Information

(a) current Rent Rolls, together with Rent Rolls for the month one year previous thereto;

(b) the originals or true copies of each of the Leases and written details as to any oral lease agreement affecting the Lands and Buildings (or access to) which may be in the Vendor's possession,

(c) outline of all rent and other incentives provided to Tenants, including any rental incentive programs currently in place or which have been in place over the past 12 months;

(d) access to all Tenant files;

Operational Information

(e) complete list and copies of all Contracts including, without limitation, all agreements with Governmental Authorities and Rent-Paying Governmental Authorities (e.g. housing, ODSP, Canadian Mental Health Association, Ontario Works etc.) and Warranties, and where any contracts are oral, the details of same;

(f) a list of all Chattels;

(g) copies of all insurance policies that relate to the Lands, including title insurance policies;

(h) fire safety plans (if available);

(i) list of all phone numbers, cellphone numbers, fax numbers, cable and internet accounts for the Buildings used in the operation or management of the Buildings, together with a brief description of their uses or purposes (e.g. elevator phone, enter phone, resident manager's phone and fax number, etc.);

(j) a list of all fixtures, systems, services and improvements and any chattels and equipment used in connection with the maintenance and repair of the Lands and Buildings, in each case to the extent not owned by the Vendor or not to be transferred to the Purchaser on Closing;

(k) capital expense/repair invoices for the period from January 1, 2009, to date, together with copies of contracts relating to the capital expenses, together with a summary thereof;

(l) copies of all AGI submissions and related correspondence;

Structural/Building and Site Information

(m) a copy of all plans, drawings and specifications of the Buildings in the Vendor's possession or control;

(n) copies of floor plans and site plans (if available);

(o) the Existing Survey (if available);

(p) the Authorization in Schedule "D", signed by the Vendor;

(q) all environmental and engineering reports, building-condition reports, soil tests and as-built drawings including any of the foregoing commissioned in connection with any financing in the Vendor's possession or control;

Financial Information

(r) current Realty Tax assessment and Realty Tax bills for 2010, 2011 and 2012 to date, as well as all files relating to any ongoing Realty Tax appeals;

(s) current 2012 budget and actual historical financials for 2010 and 2011;

(t) current tenant aged receivables report,

(u) a summary of all utility bills for the Property for calendar 2011 and copies of such bills, including a list of what utilities are paid for by Tenants and what utilities are paid for by the Vendor, and

Legal and Title Information

(v) copies of all current and pending applications and proceedings before the Landlord and Tenant Board and/or its predecessors, together with any proceedings of a like nature and a brief explanation of progress to date.

SCHEDULE "D"

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means:

1. the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person;

2. encumbrances respecting minor encroachments by any property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over any property by improvements of abutting land owners provided that such encroachments do not affect the use of the Lands as four-storey, multi-unit residential buildings consisting of 50 residential townhouses;

3. title defects or irregularities which are of a minor nature and in the aggregate do not materially impair the use or marketability of the Lands and Buildings for the purposes for which they are presently used;

4. all easements, servitudes and rights-of-way which are registered against the Property;

5. any subdivision, site plan, development or other similar regional or municipal agreements and registered restrictions, provided the same have been complied with,

6. the Leases;

7. Airport Zoning Regulations and amendments thereto,

8. Instrument No. T17215 registered June 7, 1951 being a Transfer of Easement to The Hydro-Electric Power Commission of Ontario;

9. Instrument No. 443108 registered April 9, 1987 being a Site Plan Agreement;

10. Instrument No. CK9747 registered January 11, 2007 being a Land Registrar's Order; and

11. Instrument No. CK45280 registered May 14, 2010 being a Transfer of Easement in favour of Union Gas Limited.

SCHEDULE "B"

AUTHORIZATION

TO ALL PUBLIC UTILITIES AND GOVERNMENTAL AUTHORITIES

RE: Skyline Real Estate Acquisitions Inc. (the "**Purchaser**") purchase from Harmony Townhomes Limited Partnership by its General Partner, F.L. Securities Inc. (the "**Vendor**")

65 Fort Street, Tilbury, Ontario (the "**Property**")

This is to advise that the Vendor is the present registered owner of the Property and that the Purchaser has entered into an agreement of purchase and sale with the Vendor relating to the Property.

Upon request by the Purchaser or by its solicitors, you are hereby authorized to disclose or release any and all information maintained in your records as to outstanding work orders, contraventions, notices, violations, infractions, and current and prior utility accounts, which are within your jurisdiction affecting the Property.

And for so doing, this will be your good and sufficient authority.

A photocopy, facsimile or electronic version of this executed Authorization may be relied upon to the same extent as if it were an original executed version.

AN INSPECTION OF THE PROPERTY IS NEITHER REQUIRED NOR AUTHORIZED HEREUNDER.

DATED this 24 day of ~~June~~ July, 2012.

HARMONY TOWNHOMES LIMITED PARTNERSHIP by its General Partner, F. L. SECURITIES INC.

Per: ______________________

Name: Greg MacLeod, G.S. MacLeod + Associates Inc.,
Title: Chief Restructuring Officer

I/We have authority to bind the Corporation

TAB C

This is **Exhibit "C"** referred to in the affidavit of Kelly Gerra sworn before me, this 18th day of September, 2012

A Commissioner for Taking Affidavits, etc.

SKYLINE

August 29, 2012

VIA EMAIL (pmuchnik@CasselsBrock.com)

Paul Muchnik
Cassels Brock & Blackwell LLP
Barristers & Solicitors
2100 Scotia Plaza, 40 King Street West
Toronto ON M5H 3C2

Dear Mr. Muchnik:

RE: Skyline Real Estate Acquisitions (II) Inc. (the "**Purchaser**") p/f Harmony Town Homes Limited Partnership, by its General Partner F.L. Securities Inc. (the "**Vendor**")

65 Fort Street, Tilbury, Ontario (the "**Property**")

Without prejudice to the rights of the Purchaser under the agreement of purchase and sale accepted by the Vendor on July 24, 2012, and all amendments thereto from time to time (collectively, the "**APS**"), and reserving the right to submit such further and other requisitions as may be deemed necessary from time to time, as well as the right to waive any or all of them, I wish to raise the following requisitions (words with capitalized initial letters have the meanings ascribed thereto in the APS, unless defined herein, and references to Sections and subsections are to Sections and subsections of the APS, unless otherwise provided):

1. **REQUIRED**: Per subsection 9.1(a), on or before Closing delivery of a registrable vesting order, together with any other required documentation, to effectively and validly vest title to the Property as follows:

   SKYLINE REAL ESTATE HOLDINGS INC.

   Address for Service:

   70 Fountain Street East
   Guelph ON N1H 3N6

   On Closing, the Purchaser will be assigning the APS to Skyline Real Estate Holdings Inc., as permitted in Section 11.1

2. **REQUIRED**: As soon as possible, a copy of the Approval and Vesting Order referred to in subsection 6.1(c) and Section 16.1.

3. **Instrument No. CK42354** registered January 18, 2010, is a mortgage from the Vendor in favour of The Toronto-Dominion Bank. **Instrument No. CK42356** registered January 18, 2010, is a notice of a general assignment of rents from the Vendor in favour of The Toronto-

Dominion Bank. This mortgage and general assignment of rents is not being assumed on Closing.

REQUIRED: On or before Closing, registration of a good and valid discharge of this mortgage and notice of general assignment of rents, together with a copy of the discharge.

4. A limited partnerships report on the Vendor indicates that the name registered under the *Limited Partnerships Act* is "Harmony *Townhomes* Limited Partnership". The APS refers to "Harmony *Town Homes* Limited Partnership". Please confirm that the proper name of the limited partnership is "Harmony Townhomes Limited Partnership", so that the closing documents will be accurate.

5. My PPSA searches against the limited partnership (the "**LP**") and the general partner ("**FL**") have revealed the following PPSA registrations against them:

Debtor	**Secured Party**	**File Number**	**Collateral**
The LP & FL	The Toronto-Dominion Bank	657958788	Accounts and Other. General assignment of rents with respect to the Property.
FL	The Toronto-Dominion Bank	657958851	Inventory, Equipment, Accounts, Other and Motor Vehicle – non-property specific
FL	The Toronto-Dominion Bank	612366084	Inventory, Equipment, Accounts, Other and Motor Vehicle – non-property specific
FL	CBSC Capital	632000142	Equipment and Other – non-property specific

REQUIRED: On or before Closing, (i) discharge of financing statement 657958788, and (ii) discharges or "no interest" letters from the secured creditors with respect to the other financing statements.

6. The Municipality of Chatham-Kent advises that the Property is zoned RM1-510, which permits multi-row housing. Required parking is based on a rate of 1.5 parking spots for dwelling units, at least one of which must be designated and signed for handicapped use. There is no legal non-conforming use for parking.

REQUIRED: On or before Closing, proof that the Property has at least 75 parking spaces, at least one of which is for handicapped use and clearly marked as such, provided that if the Property has fewer than 75 parking spaces, written confirmation from the Municipality, or other suitable written proof, that such fewer number is permitted.

7. In its Certificate of Taxes, the Municipality of Chatham-Kent advises that it does not rebill new owners, and suggests that the original tax bill be given to the new owner.

REQUIRED: On or before Closing, the original(s) of the 2012 tax bill(s).

8. **REQUIRED:** As soon as possible, copies of all agreements with Rent-Paying Governmental Authorities (rent subsidy agreements), if any.

9. **REQUIRED:** On or before Closing, execution, where required, and delivery by the Vendor of the closing documents referred to in the APS. Drafts will be provided in due course. **Please provide a draft statement of adjustments at least three Business Days before Closing, as provided in subsection 9.1(d).**

10. **REQUIRED**: On or before Closing, satisfactory evidence of compliance with the *Family Law Act*, Ontario. A declaration of possession in this regard will be provided in due course.

11. **REQUIRED**: On or before Closing, satisfactory evidence that there are no executions affecting title to the Property.

12. **REQUIRED**: On or before Closing, production and delivery of evidence that all buildings situated on the Property are located entirely within the limits thereof, that possession has been consistent with registered title to the Property and that there are no encumbrances, liens, rights-of-way, easements, encroachments (on or from the Property), restrictions, or agreements of any kind affecting the Property which are not disclosed by the registered title. A declaration of possession will be provided in due course.

13. **REQUIRED**: On or before Closing, evidence that there are no work orders outstanding and that the Property and all structures erected thereon comply with all by-laws, standards and regulations enacted or passed by the Municipality and any other governmental body or department having jurisdiction thereover.

14. **REQUIRED**: On or before Closing, evidence that:

    (a) there are no arrears of municipal taxes or other municipal charges or assessments, including penalties, and that taxes have been paid in accordance with the statement of adjustments; and

    (b) all water, hydro, and gas accounts are not in arrears and that each will be paid by the Vendor to the date of Closing.

    Please have your client arrange for all meters to be read on the Closing Date.

15. **REQUIRED**: On or before Closing, satisfactory evidence that the fixtures affixed to the Property and the Chattels included in the Purchase Price, are the property of the Vendor and are not subject to any conditional sales contracts, chattel mortgages or lien notes, and that the Vendor is the absolute owner of all such fixtures and chattels, free of any encumbrances. The declaration of possession from the Vendor will satisfy this requirement.

16. **REQUIRED**: As required by Section 4.3, notification to any Rent-Paying Governmental Authorities of the pending sale and change in payee. As same are sent and received, copies of all correspondence referred to in Section 4.3.

17. **REQUIRED**: Copies of Rent Rolls for October 2012 and October 2011, at least five Business Days before Closing as required by Section 5.2.

18. The Purchaser does not wish to assume any Contracts on Closing. All Contracts should be terminated by the Vendor on or before Closing. Kindly provide proof of such termination on or before Closing, per Section 6.3.

19. **REQUIRED**: On or before Closing, disclosure of all passwords to on-site equipment included in the Purchased Assets (such as passwords to answering machines, computers, etc.), as required by Section 6.4.

20. **REQUIRED**: On or before Closing, an electronic download of all Tenant and property information to the Purchaser or its property manager, as required by Section 6.4.

21. **REQUIRED**: On Closing, vacant possession of any unit occupied by any on-site building manager or superintendent, unless said on-site building manager or superintendent is a Retained Employee or signs a Lease with respect thereto on or before Closing, as required by Section 8.2.

22. **REQUIRED**: On Closing, vacant possession of the Property, subject to the rights of Tenants under the Leases.

23. **REQUIRED**: On or before Closing, proof of payment to all Retained Employees of those sums referred to in Section 8.2, which proof is to take the form of a letter from the Employer addressed to the Purchaser, as set out in said Section.

24. **REQUIRED**: On Closing, keys labeled appropriately and left on site at the management office, as required by the last paragraph of Section 9.1.

25. **REQUIRED**: As soon as possible, copies of any New Leases entered into, as required by Section 12.1.

26. **REQUIRED**: All original tenant files, including originals of the Leases and New Leases, correspondence, applications, guarantees, indemnifications, agreements with Rent-Paying Governmental Authorities, etc. and the original copies of all items furnished or required to be furnished to the Purchaser as required by the APS, including original copies of all Vendor's Deliveries, delivered to the Purchaser's head office in Guelph immediately after Closing, as required by the last paragraph of Section 9.1 and Section 12.1.

Per Sections 7.1 and 15.4, the Requisition Satisfaction Date is September 10, 2012. I look forward to hearing from you.

Yours very truly,

Christopher P. Moes, General Counsel

Email: cmoes@skylineonline.ca

TAB D

This is **Exhibit "D"** referred to in the affidavit of Kelly Gerra sworn before me, this 18th day of September, 2012

A Commissioner for Taking Affidavits, etc.

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE	)	THURSDAY, THE 23RD
	)	
JUSTICE Strathy	)	DAY OF AUGUST, 2012

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

VESTING ORDER
(First Leaside Growth Limited Partnership)

THIS MOTION, made by the Applicants for an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale (the "**Sale Agreement**") between First Leaside Growth Limited Partnership by its general partner, 2085306 Ontario Inc. (the "**Vendor**"), and Outset Media Corporation (the "**Purchaser**") dated July 23, 2012 and appended as Exhibit "G" to the Affidavit of Greg MacLeod, sworn August 20, 2012 (the "**MacLeod Affidavit**"), and vesting in the Purchaser the right, title and interest of the Vendor in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the MacLeod Affidavit, the fourth report of Grant Thornton Limited, in its capacity as court appointed monitor (the "**Monitor**") dated August 21, 2012, (the "**Report**") and on hearing the submissions of counsel for the Applicants and G.S. MacLeod & Associates Inc. (the "**CRO**"), the Monitor, Fraser Milner Casgrain LLP in its capacity as Court appointed Representative Counsel, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service of Mary Carreiro sworn August 20, 2012, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the CRO is hereby authorized and approved, with such minor amendments as the CRO may deem necessary. The CRO is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a CRO's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**CRO'S Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise

(collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Mr. Justice Brown dated February 23, 2012; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the CRO's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the CRO's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 2 3 2012

PER / PAR:

Schedule A – Form of CRO's Certificate

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

CRO's CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Brown of the Ontario Superior Court of Justice (the "**Court**") dated February 23, 2012, G.S. MacLeod & Associates Inc. was appointed as the chief restructuring officer (the "**CRO**") of the undertaking, property and assets of the Applicants.

B. Pursuant to an Order of the Court dated August 23, 2012, the Court approved the agreement of purchase and sale dated July 23, 2012 (the "**Sale Agreement**") between First Leaside Growth Limited Partnership by its general partner 2085306 Inc. (the "**Vendor**"), and Outset Media Corporation (the

"**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the CRO to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the CRO.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE CRO CERTIFIES the following:

1. The Purchaser has paid and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the CRO.
4. This Certificate was delivered by the CRO at ___________ on , 2012.

G.S. MacLeod & Associates Inc., in its capacity as court appointed chief restricting officer of the Applicants, and not in its personal capacity

Per: ______________________________

Name: Greg MacLeod
Title: President

Schedule B
Purchased Assets

Municipal Description

36 Bramtree Court, Brampton

Legal Description

PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 BRAMPTON T/W EASEMENT OVER PT LT 6 CON 6 EHS DES PT 4 PL 43R14988 IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT828989. T/W EASEMENT OVER PT LT 8 CON 6 EHS DES PT 2 PL 43R16911 IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT1098794. T/W EASEMENT OVER PT BLK 1 PL 43M873 DES PTS 1,2, 12 PL 43R22485, PT BLK 6 M873 DES PT 4 PT CORPORATION DR. M876 PTS 6,7 PL 43R22485, PT BLK 5 M876 DES PT 8 PL 43R2 2485, PT BLK 1 M 876 DES PTS 10, 11, 14 PL 43R22485,IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT1773259.(S/T LT974291, LT974305, LT990706, LT1570384, LT1766971, LT1773254, LT1773255, LT1773256, LT1773257, LT1773258) T/W EASEMENT OVER BLK 1 M874 IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT1773260. (S/T LT974305, LT974291, LT9907060, LT1570384, LT1769971, LT1773254, LT1773255, LT1773256, LT1773257, LT1773258, LT1773259)

Schedule C

Permitted Encumbrances

"Permitted Encumbrances" means"

1. the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person;
2. encumbrances respecting minor encroachments by any Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over any Property by improvements of abutting land owners;
3. title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Property for the purposes for which it is presently used;
4. all easements, servitudes and rights-of-way which are registered against the Property;
5. any subdivision, site plan, development or other similar regional or municipal agreements and registered restrictions, provided the same have been complied with;
6. the Leases and any charge of the Tenant's or a subtenant's interest therein;
7. the Mortgage, and related collateral security thereto;
8. Airport Zoning Regulations and amendments thereto. (Instrument No. LT2057426)
9. Instrument No. LT974291;
10. Instrument No. LT990706
11. Instrument No. LT1570384
12. Instrument No. LT1700376
13. Instrument No. LT1769971
14. Instrument No. LT2050883
15. Instrument No. PR21490
16. Instrument No. PR798994
17. Instrument No. PR814994
18. Instrument No. PR1884605

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc. et al

Court File No: CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

SALE APPROVAL AND VESTING ORDER
(First Leaside Growth Limited Partnership)

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

John N. Birch LSUC #: 38968U
Tel: 416.860.5225
Fax: 416.640.3057
jbirch@casselsbrock.com

David S. Ward LSUC#: 33541W
Tel: 416.869.5960
Fax: 416.360.3154
dward@casselsbrock.com

Lawyers for the Applicant

Legal*7922873.1

TAB E

This is **Exhibit "E"** referred to in the affidavit of Kelly Gerra sworn before me, this 18th day of September, 2012

A Commissioner for Taking Affidavits, etc.

AGREEMENT OF PURCHASE AND SALE

Outset Media Corporation (hereinafter called the "Purchaser") hereby offers to purchase from 2085306 Ontario Inc. (hereinafter called the "Vendor"), through, Colliers Macaulay Nicolls (Ontario) Inc., Brokerage, (the "Listing Broker") the Property (as hereinafter defined) subject to the terms and conditions hereinafter set forth.

1. In this agreement the following terms shall. have the following respective meanings:

   (a) "Agreement" means this Agreement of Purchase and Sale to be constituted by the acceptance of the offer herein;

   (b) "Building" means the multi-unit industrial building of approximately 69,895 square feet constructed upon the Lands, outdoor parking areas and all other plant, equipment, landscaping and other improvements affixed to and forming part of the Property;

   (c) "Building Contracts and Warranties" has the meaning set out in subsection 3(c)(vi) hereof;

   (d) "Business Day" means a day upon which the Land Registry Office in the [City/Town] of Brampton is open for business;

   (e) "Chattels" means the goods, equipment and chattels owned by the Vendor and comprising part of and/or used in the operation and management of the Property, as set out in a list to be provided by the Vendor pursuant to section 3 (c) (iv) of this Agreement;

   (f) "Closing Date" means the 15th Business Day after the expiry of the Conditional Period;

   (g) "Conditional Period" has the meaning set out in section 4 of this Agreement;

   (h) "Inspection Reports" has the meaning set out in subsection 3(c)(viii) hereof;

   (i) "Lands" means the lands of approximately 3.54 acres situate in the [City/Town] of Brampton, municipally designated as 36 Bramtree Court, Brampton and being composed of Plan 43M 873 Pt Blk 2 Rp 43R25991 Part 2, PIN 14207-0166;

   (j) "Lease Agreements" has the meaning set out in subsection 3(c)(v) hereof;

   (k) "Permitted Encumbrances" means the encumbrances listed in Schedule "A" attached hereto;

DM

(l) "Plans and Specifications" means the plans and specifications for the Building and other improvements to be made available to the Purchaser pursuant to sub-section 3 (c)(vii) hereof;

(m) "Property" means collectively the Lands and the Building, and, where the context permits, the Chattels;

(n)

2. (a) Subject to Court approval of this Agreement and the transactions contemplated herein, the Purchaser herby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser the Property on the terms and conditions hereby contained for the aggregate purchase price of [redacted] to be paid or satisfied as follows:

(i) The Purchaser shall submit, within twenty four (24) hours of acceptance of this offer, the sum of One Hundred Thousand Dollars ($100,000.00) by negotiable cheque payable to the Listing Broker as a deposit to be held by it in trust pending completion or other termination of this Agreement and to be credited towards the purchase price on completion;

$150,000 DM 18

(ii) The Purchaser shall pay a further deposit of One Hundred and Fifty Thousand ~~($200,000.00)~~ Dollars upon waiver of the conditions as described in Section 4 (b) of this Agreement to be held by the Listing Broker in trust pending completion or other termination of this Agreement and to be credited towards the purchase price on completion. The initial deposit and the further deposit shall be placed in an interest bearing account or term deposit with all interest to be paid to the Purchaser as soon as possible after closing or other termination of this Agreement;

(iii) The Purchaser agrees to pay the balance of the purchase price by certified cheque or bank draft from a Canadian chartered bank, subject to the adjustments provided for herein, on the Closing Date.

This Agreement shall be completed on the Closing Date at the offices of the Vendor's solicitor subject to real property registrations sent electronically effected in the Peel Registry Office.

(b) If the transaction contemplated by this Agreement is not completed for any reason other than as a result of the default by the Purchaser, then all deposits together with all interest accrued thereon shall be returned to the Purchaser without deduction.

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3. The Vendor covenants and agrees to:

(a) Provide to the Purchaser's solicitors, within two (2) Business Days of a written request therefor, written authorizations addressed to governmental authorities having jurisdiction over the Property or any part thereof, authorizing such departments to release to the Purchaser or its solicitors any information contained in their files.

(b) During the Conditional Period, permit the purchaser to conduct inspections and tests of the Property (including environmental and engineering investigations) provided such inspections and tests shall not interfere with the rights of the Tenants and] that the Purchaser shall repair any damage resulting from the inspection and tests.

(c) Provide to the Purchaser, within five (5) Business Days following acceptance of this offer, either through provision of hard copies or by providing access to a virtual data room, the following:

(i) survey of the Building and Lands prepared by a duly licensed Ontario Land Surveyor, if in the possession of the Vendor;

(ii)] a rent roll current as of June, 2012;

(iii) a list of all the goods and equipment and chattels owned by the Vendor and comprising part of and/or used in the operation or management of the Property (the "Chattels").

(iv) all offers to lease, leases, assignments and renewals thereof (the "Lease Agreements") relating to the Property;

(v) management, maintenance, service and repair contracts, equipment rental contracts or leases, building and equipment warranties effecting the Properly (the "Building Contracts and Warranties");

(vi) all architectural, mechanical, electrical, site and structural plans and specifications for the Building (the "Plans and Specifications"), if any, which are in the possession or control of the Vendor;

(vii) all environmental assessment reports and building inspection reports relating to the Property (the "Inspection Reports") which are in the possession or control of the Vendor;,and

(viii) true copies of all realty tax bills for 2011 and interim statements for 2012, statement of operating expenses for 2011 and any operating expense estimates for 2012 and a breakdown of these expenses for each Tenant for these periods (if applicable)|;

4. (a) The Purchaser's obligations to complete the agreement to be constituted

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by the acceptance of this offer shall be conditional until 5:00 o'clock p.m. on the 20th Business Day following the final acceptance of this offer (the "Conditional Period") upon each of the following conditions:

(i) the Purchaser approving the Lease Agreements pertaining to the Property and being satisfied, in its sole discretion, as to the status of the tenancies;

(ii) the Purchaser being satisfied, in its sole discretion, with the Permitted Encumbrances; and

(iii) the Purchaser being satisfied, in its sole discretion, with the condition of the Property and the Inspection Reports; and

(iv) the Purchaser, in its sole discretion, securing satisfactory financing; and

(b) If the conditions set out above are not fulfilled within the Conditional Period and the Purchaser fails to notify the Vendor or Vendor's solicitor that such conditions have been waived within the Conditional Period, then this Agreement shall be null and void notwithstanding any intermediate acts or negotiations, and in such event, the Purchaser's deposit, together with any interest accrued thereon, shall be forthwith returned to the Purchaser without deduction and neither party shall be liable to the other for any loss, costs or damages.

5. The Vendor represents, covenants, and warrants to the Purchaser that:

(a) the Vendor will not rent or lease any premises, nor will it amend or terminate any current lease, nor will it lower its standards for acceptance of tenants, nor will it enter into any servicing agreements with respect to the Property after the date of acceptance herein except with the consent of the Purchaser, such consent not to be unreasonably withheld;

(b) the Vendor will operate and maintain the Property until the Closing Date in a manner equivalent to the Vendor's prior management;

(c)]the Vendor will, on the Closing Date, arrange for final meter readings to be performed for all utilities that are not paid by the Tenants;

(d) the Vendor is not a non-resident of Canada within the meaning of The Income Tax Act of Canada;

(e) all of the representations, warranties and covenants of the Vendor contained in this section shall be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

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(f) the Vendor has provided to the Tenants statements for year end adjustments for additional rent for all prior periods ending on or before December 31, 2011, and has settled with the Tenants any claims for overpayment during such periods. The Vendor shall be responsible to reimburse any Tenant for any overpayments of basic rent or additional rent for any period ending on or before December 31, 2011;

(g) the Vendor has no knowledge and has received no notice of the following:

(i) any claim of or proceedings commenced with respect to the expropriation of the whole or any part of the Lands;

(ii) any pending or threatened litigation as a result of any violation of any existing by-laws, regulations or statutes relating to the use of the Lands;

(h) the Vendor shall pay and discharge any financial encumbrance, which is not to be specifically assumed by the Purchaser pursuant to this Agreement;

6. The Purchaser's obligations to complete this agreement shall be conditional upon all of the representations, covenants and warranties of the Vendor contained in this Agreement being true, complete and fulfilled as at the Closing Date.

7. The Purchaser acknowledges that there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the property other than as expressed herein in writing. The representations, warranties and covenants contained in this Agreement and made by the Vendor shall survive the closing of the transaction contemplated herein and shall remain in full force and effect.

8. The Vendor covenants and agrees to deliver to the Purchaser on the Closing Date in a form satisfactory to the Purchaser's solicitor, acting reasonably:

(a) A sale approval and vesting order in a form acceptable to the Purchaser acting reasonably;

(b) Assignments in favour of the Purchaser of such warranties, guarantees, and indemnities relating to the Property as may be in existence at the Closing Date, provided that same are assignable:

(c) Statement of Adjustments in duplicate, with the draft Statement of Adjustments to be provided at least 3 Business Days in advance of the Closing Date;

(d) Originals and executed copies of all Lease Agreements in the Vendor's possession and all tenant files in the possession or control of the Vendor;

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(e) A general assignment of the Lease Agreements together with directions executed by the Vendor addressed to the occupants directing all future rental payments to be paid to the Purchaser or as it may direct;

(f) Tenant estoppel certificates executed by each of the Tenants wherein each Tenant acknowledges and confirms the status of such Tenant's lease, rental payments made, deposits and the lease documentation, in a form acceptable to the Purchaser, acting reasonably;

(g) Equipment and building warranties, building plans and specifications, operating manuals and any service and maintenance contracts affecting the Property which the Purchaser has agreed in writing to assume and which are in the possession of the Vendor;

(h) A complete set of keys and any codes, locks and related information for the Property;

(i) Copies of all rent rolls, ledgers and any documents showing the amount of base rents, separate charges, facilities and services included in the base rent or covered by separate charges and the dates and amounts of all increases; and

(j) An undertaking to readjust with respect to the Statement of Adjustments, which undertaking shall contain the acknowledgement and undertaking of the Vendor that it is responsible for any adjustments for overpayment of basic rent or additional rent paid by Tenants for any period prior to the Closing Date.

9. All documentation to be produced by the Vendor on closing shall be prepared by and at the expense of the Vendor unless otherwise provided. Any tender of documentation or money may be made upon the parties hereto or upon the solicitors acting for them, respectively, and money may be tendered by certified cheque or bank draft from a Canadian chartered bank acceptable to the Vendor, acting reasonably.

10. The Vendor and the Purchaser shall adjust the Purchase Price, as of the Closing Date, in respect of the following items:

(a) Realty taxes and local improvements rates and charges, if any;

(b) Any amounts paid under the contracts which the Purchaser has agreed in writing to assume on closing;

(c) All current rents;

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(d) Security deposits and pre-paid rents paid to, and held by, the Vendor pursuant to the Lease Agreements; and

(e) All other items reasonably capable of and, subject to the provisions of this agreement, properly and usually the subject of adjustment in connection with the ownership, operating and management of the Property of whatsoever nature as mutually agreed to by the parties acting reasonably (collectively the "adjustments") with the Closing Date itself to be appointed to the Purchaser. The Vendor and the Purchaser acknowledge and agree that the Purchaser shall arrange its own insurance coverage to be effective as of Closing.

Rental arrears recoveries which have accrued prior to and including the Closing Date shall remain the property of the Vendor. The Purchaser shall not be required to collect any arrears of rent, additional rent, or the charges due from the Tenant on behalf of the Vendor, but the Vendor may do so after closing. Arrears of rent shall not be adjusted, but if the Purchaser receives any payments on account of arrears, it shall remit the same to the Vendor.

11. Each of the Vendor and the Purchaser shall retain a lawyer to complete this Agreement of Purchase and Sale and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and the Purchaser will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) shall be subject to conditions whereby the lawyers receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a Document Registration Agreement between the said lawyers. The Vendor and the Purchaser irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers. This Agreement shall be completed by no later than 5:00 p.m. on the Closing Date.

12. Title to the Lands shall be good and free on the Closing Date from encumbrances, registered restrictions, charges, and liens except for Permitted Encumbrances. In the event that a discharge of any mortgage or charge held by a chartered bank, trust company, credit union or insurance company which is not to be assumed by the Purchaser on completion is not available in registerable form on Closing, the Purchaser agrees to accept the Vendor's solicitors' personal undertaking to obtain a discharge of such charge/mortgage in registerable form and to register same on

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title within ninety (90) days after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee addressed to the Purchaser and setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing. The Purchaser is not allowed to call for production of any title deed not in the Vendor's possession or under its control. The Purchaser shall be allowed until the expiry of the Conditional Period to satisfy itself that there are no municipal work orders or deficiency notices outstanding against the Property and that its present use, multi-unit industrial may be lawfully continued, that the Building may be insured against fire, and to examine the title of the Vendor to the Property at the Purchaser's own expense. If within the aforesaid period any valid objections to title are made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of any such objections, be null and void and neither party shall be liable for any costs or damages and the deposit together with the accrued interest thereon shall be paid and returned forthwith to the Purchaser without deduction and neither party shall have any further rights or obligations hereunder.

13. The Property shall be and remain at the risk of the Vendor until the Closing Date. Pending completion of this Agreement, the Vendor shall hold all fire insurance policies and the proceeds thereof in trust for the parties hereto as their respective interests may appear. In the event of damage to the Property, or any part thereof, in excess of One Hundred Thousand ($100,000.00)prior to the Closing Date, then the following provisions shall apply:

(i) The Purchaser may elect within ten (10) days after the receipt from the Vendor of notice of the happening of such damage, but not thereafter, to terminate this agreement, or

(ii) The Purchaser may elect to take the proceeds of the insurance (if such are available to it) and complete this agreement.

If the damage to the Property is less than One Hundred Thousand ($100.000.00), the Vendor shall repair the damage to the Property and if the Vendor is unable to complete such repairs prior to the Closing Date, the amount required to pay for such repairs shall be held back in trust by the solicitor for the Vendor from the funds payable on closing and shall not be released until such repairs are completed and paid for by the Vendor.

14. All notices and communications which may be or are required to be given by any party to the other party, shall be in writing and (i) delivered personally, (ii) sent by prepaid courier service, (iii) sent by facsimile or other similar means of electronic communication or (iv) sent by registered mail, charges prepaid, to the parties at their following respective addresses:

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(a) If to the Vendor: ____________________

____

____

Attention: ____________

Facsimile: ____________

E-mail: ____________

with a copy to Vendor's Counsel

Cassels Brock & Blackwell
40 King St. West, Suite 2100
Toronto, Ontario
M5H 3C2

Attention: Paul Muchnik

Facsimile: (416) 642-7115

E-mail: pmuchnik@casselsbrock.com

If to the Purchaser: Outset Media Corporation

#106-4226 Commerce Circle

Victoria BC, V8Z 6N6

Attention: Dave Manga

Facsimile: 250-592-7522

E-mail: dave@outsetmedia.com

with a copy to Purchaser's Counsel

Attention:

Facsimile:

E-mail:

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(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.

(c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this clause 14.

15. This Agreement is subject to the express condition that it shall be effective to create an interest in the Property only if the land division control provisions of the Planning Act, as amended are complied with.

16. Time shall in all respects be of the essence of this agreement, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. If any relevant dates set out in this Agreement for the performance of any act by the Vendor or the Purchaser falls upon a day which is not a Business Day, then in such case the date shall be automatically extended to the next Business Day.

17. This agreement shall be read with all changes of gender or number required by the context and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

18. This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Any party executing this Agreement by fax or Adobe Acrobat file, shall, immediately following the request by any other party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement.

19. The Purchaser shall be responsible for paying all transfer taxes applicable to this transaction, including, without limitation, land transfer tax. The Purchaser represents, warrants and agrees that on or before closing the Purchaser shall provide to the Vendor its H.S.T. registration number and/or that of any assignee. The Purchaser shall deliver to the Vendor on closing a written covenant that the Purchaser shall be liable, shall self assess and remit to the appropriate governmental authority all H.S.T. which may be payable in connection with the transfer of the property made pursuant to this Agreement and that the Purchaser shall indemnify the Vendor in respect thereof.

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20. This transaction shall be conditional upon the Vendor receiving approval from the Ontario Court of Justice pursuant to the Canadian Companies Creditors Arrangement Act.

21. It is agreed that the Purchaser shall have the right at any time up to five (5) days before the Closing Date to assign this Agreement to a corporation or corporations, and/or person or persons, and when such assignment shall have been made and written notice thereof shall have been given to the Vendor or its Solicitors, the assignee shall assume all of the Purchaser's rights and obligations hereunder to the same extent and in the same manner as if such assignee had executed this Agreement as Purchaser, However the by virtue of such assignment the existing Purchaser is not released of their obligation.

22. The Vendor agrees that this offer shall be irrevocable by it until 4:00 p.m. on the 25th day of July, 2012, after which time, if not accepted, this offer shall be null and void.

IN WITNESS WHEREOF the Purchaser has executed this Agreement this day of July, 2012.

Outset Media Corporation

Per:____________________

Name: Dave Marga
Position: President

I have authority to bind the Corporation

The Vendor accepts the offer.

IN WITNESS WHEREOF the Vendor has executed this Agreement this 23rd day of July, 2012.

G. S. MacLeod & Associates Inc.,
Chief Restructuring Officer

Per:____________________

Name: Greg MacLeod
Position: A. S. O.

I have authority to bind the Corporation

DM

TAB F

This is **Exhibit "F"** referred to in the affidavit of Kelly Gerra sworn before me, this 18th day of September, 2012

A Commissioner for Taking Affidavits, etc.

ASSIGNMENT OF PURCHASE AGREEMENT

THIS AGREEMENT made as of the 31st day of August, 2012.

BETWEEN:

OUTSET MEDIA CORPORATION

(the "**Assignor**")

– and –

0947907 B.C. LTD

(the "Assignee")

A. Outset Media Corporation (the "**Assignor**"), as purchaser, entered into an Agreement of Purchase and Sale dated July 23, 2012 (as amended from time to time, the "**Purchase Agreement**") with 2085306 Ontario Inc. (the "**Vendor**") for the purchase of the property described in Schedule "A" (the "**Property**").

B. The Assignor desires to assign, transfer and set over to the Assignee the right, title, estate and interest of the Assignor in the Purchase Agreement and the benefit of the covenants thereunder and the advantages to be derived therefrom as the same pertain to the Property.

C. Subject to the terms and conditions of this Agreement, the Assignee has agreed to assume all of the covenants, obligations and agreements of the Assignor under the Purchase Agreement.

NOW THEREFORE in consideration of $1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**. All defined terms used in this Agreement shall, unless explicitly defined herein, have the same meaning as in the Purchase Agreement.

2. **Assignment**. Effective as of the date of this Agreement, the Assignor hereby assigns, transfers, sets over and releases unto the Assignee, for its sole use and benefit, the right, title, estate and interest of the Assignor in and to the Purchase Agreement with respect to the Property and the benefit of all covenants, and all other advantages to be derived therefrom.

3. **Assumption**. The Assignee hereby assumes all of the liabilities and obligations of the Assignor and covenants and agrees with the Assignor to perform the obligations of the Assignor in accordance with the provisions of the Purchase Agreement with respect to the Property and covenants to be bound by and to comply with and observe all the covenants, obligations and agreements of the Assignor arising from the Purchase Agreement, as if the Assignee were the original purchaser under the Purchase Agreement with respect to the Property. This Assignee agrees to reimburse the Assignor for the deposits paid to the Listing Broker under the Purchase Agreement. The parties hereto agree that the Vendor may rely on the Assignee's covenant to be bound by the Purchase Agreement.

4. **Time of Essence**. Time shall be of the essence of this Agreement and of each of its provisions.

5. **Further Assurances**. Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use its reasonable commercial efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

6. **Successors and Assigns**. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and shall be treated in all respects as a Quebec contract.

8. **Counterparts**. This Agreement may be executed in several counterparts and by facsimile transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE(S) FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date hereof.

OUTSET MEDIA CORPORATION

Per: ______________________

Name: Dave Manga
Title: President

0947907 B.C. LTD.

Per: ______________________

Name: Joy Marie Manga
Title: President

Schedule "A"

Property

36 Bramptree Court, Brampton, ON

PIN 14207 – 0166 (LT) – Land Registry Office # 43

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-12-9617-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc. et al

ONTARIO
SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF KELLY GERRA (SWORN SEPTEMBER 18, 2012)

CASSELS BROCK & BLACKWELL LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

John N. Birch LSUC #: 38968U
Tel: 416.860.5225
Fax: 416.640.3057
jbirch@casselsbrock.com

David S. Ward LSUC#: 33541W
Tel: 416.869.5960
Fax: 416.360.3154
dward@casselsbrock.com

Lawyers for the Applicants

TAB 3

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE	)	THURSDAY , THE 23rd
	)	
JUSTICE STRATHY	)	DAY OF AUGUST, 2012

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc.

AMENDED VESTING ORDER
(Harmony Town Homes Limited Partnership)

THIS MOTION, made by the Applicants for an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale (the "**Sale Agreement**") between Harmony Townhomes Limited Partnership by its general partner F.L. Securities Inc. (the "**Vendor**"), and Skyline Real Estate Acquisitions

Inc. ("**Skyline Acquisitions**") dated July 23, 2012, and appended as Exhibit "H" to the Affidavit of Greg MacLeod, sworn August 20, 2012 (the "**MacLeod Affidavit**"), and vesting in the Purchaser the right, title and interest of the Vendor in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the MacLeod Affidavit, the fourth report of Grant Thornton Limited, in its capacity as court appointed monitor (the "**Monitor**") dated August 21, 2012, (the "**Report**") and on hearing the submissions of counsel for the Applicants and G.S. MacLeod & Associates Inc. (the "**CRO**"), the Monitor, Fraser Milner Casgrain LLP in its capacity as Court appointed Representative Counsel, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service of Mary Carreiro sworn August 20, 2012, filed

AND UPON the Applicants reappearing before the Court on September 19, 2012 to seek an amendment to the form of this order to permit title to the Purchased Assets to be taken in the name of Skyline Real Estate Holdings Inc. (the "**Purchaser**"), rather than Skyline Acquisitions, as permitted by section 11.2 of the Sale Agreement.

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the CRO is hereby authorized and approved, with such minor amendments as the CRO may deem necessary. The CRO is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a CRO's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**CRO'S Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto

shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Mr. Justice Brown dated February 23, 2012; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Kent (No. 24) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the CRO's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the CRO's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

Schedule A – Form of CRO's Certificate

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

CRO's CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Brown of the Ontario Superior Court of Justice (the "**Court**") dated February 23, 2012, G.S. MacLeod & Associates Inc. was appointed as the chief restructuring officer (the "**CRO**") of the undertaking, property and assets of the Applicants.

B. Pursuant to an Order of the Court dated August 23, 2012, as amended on September 19, 2012 (collectively the "**Vesting Order**"), the Court approved the agreement of purchase and sale dated July 23, 2012 (the "**Sale Agreement**") between Harmony Town Homes Limited Partnership by its general partner F.L.

Securities Inc. (the "**Vendor**"), and Skyline Real Estate Acquisitions Inc., the benefits of which were assigned to Skyline Real Estate Holdings Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the CRO to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the CRO.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE CRO CERTIFIES the following:

1. The Purchaser has paid and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the CRO.
4. This Certificate was delivered by the CRO at ___________ on , 2012.

G.S. MacLeod & Associates Inc., in its capacity as court appointed chief restricting officer of the Applicants, and not in its personal capacity

Per: ______________________________

Name: Greg MacLeod
Title: President

Schedule B
Purchased Assets

Municipal Description

65 Fort Street, Tilbury, Ontario

Legal Description

LTS 132 & 133, PLAN 254 & PT LT 27, NORTH MIDDLE RD, GEOGRAPHIC TOWNSHIP OF TILBURY EAST AS IN 442766 S/T TI7215 SUBJECT TO AN EASEMENT IN GROSS OVER LTS 132 & 133, PLAN 254 & PT LT 27, NORTH MIDDLE RD (TILBURY EAST) AS IN 442766 AS IN CK45280 MUNICIPALITY CHATHAM-KENT

Schedule C

Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

1. the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person;

2. encumbrances respecting minor encroachments by any Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over any Property by improvements of abutting land owners;

3. title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Property for the purposes for which it is presently used;

4. all easements, servitudes and rights-of-way which are registered against the Property;

5. any subdivision, site plan, development or other similar regional or municipal agreements and registered restrictions, provided the same have been complied with;

6. the Leases and any charge of the Tenant's or a subtenant's interest therein;

7. Airport Zoning Regulations and amendments thereto;

8. Instrument No. T17215 registered June 7, 1951 being a Transfer of Easement to The Hydro-Electric Power Commission of Ontario;

9. Instrument No. 443108 registered April 9, 1987 being a Site Plan Agreement;

10. Instrument No. CK9747 registered January 11, 2007 being a Land Registrar's Order; and

11. Instrument No. CK45280 registered May 14, 2010 being a Transfer of Easement in favour of Union Gas Limited.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc. et al

Court File No: CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

AMENDED SALE APPROVAL AND VESTING ORDER
(Harmony Town Homes Limited Partnership)

Cassels Brock & Blackwell LLP
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Toronto, Ontario M5H 3C2

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dward@casselsbrock.com

Lawyers for the Applicants

Legal*8051165.1
Legal*8051165.1

TAB 4

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE	)	THURSDAY, THE 23RD
	)	
JUSTICE STRATHY	)	DAY OF AUGUST, 2012

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

AMENDED VESTING ORDER
(First Leaside Growth Limited Partnership)

THIS MOTION, made by the Applicants for an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale (the "**Sale Agreement**") between First Leaside Growth Limited Partnership by its general partner, 2085306 Ontario Inc. (the "**Vendor**"), and Outset Media Corporation

("**Outset Media**") dated July 23, 2012 and appended as Exhibit "G" to the Affidavit of Greg MacLeod, sworn August 20, 2012 (the "**MacLeod Affidavit**"), and vesting in the Purchaser the right, title and interest of the Vendor in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the MacLeod Affidavit, the fourth report of Grant Thornton Limited, in its capacity as court appointed monitor (the "**Monitor**") dated August 21, 2012, (the "**Report**") and on hearing the submissions of counsel for the Applicants and G.S. MacLeod & Associates Inc. (the "**CRO**"), the Monitor, Fraser Milner Casgrain LLP in its capacity as Court appointed Representative Counsel, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service of Mary Carreiro sworn August 20, 2012, filed:

AND UPON the Applicants reappearing before the Court on September 19, 2012 to seek an amendment to the form of this order to permit title to the Purchased Assets to be taken in the name of 0947907 B.C. Ltd. (the "**Purchaser**"), rather than Outset Media, as permitted by section 21 of the Sale Agreement.

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the CRO is hereby authorized and approved, with such minor amendments as the CRO may deem necessary. The CRO is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a CRO's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**CRO'S Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "B"** hereto

shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Mr. Justice Brown dated February 23, 2012; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peel (No. 43) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the CRO's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the CRO's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

Schedule A – Form of CRO's Certificate

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. c-36, AS AMENDED*

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., First Leaside Management Inc., First Leaside Accounting and Tax Services Inc., First Leaside Holdings Inc., 2086056 Ontario Inc., First Leaside Realty Inc., First Leaside Capital Inc., First Leaside Realty II Inc., First Leaside Investments Inc., 965010 Ontario Inc., 1045517 Ontario Inc., 1024919 Ontario Inc., 1031628 Ontario Inc., 1056971 Ontario Inc., 1376095 Ontario Inc., 1437290 Ontario Ltd., 1244428 Ontario Ltd., PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., 2088545 Ontario Inc., 1331607 Ontario Inc., Queenston Manor General Partner Inc., 1408927 Ontario Ltd., 2107738 Ontario Inc., 1418361 Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171 Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1049016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Ontario Inc., 2192341 Ontario Inc., and First Leaside Fund Management Inc. (the "Applicant")

CRO's CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Brown of the Ontario Superior Court of Justice (the "**Court**") dated February 23, 2012, G.S. MacLeod & Associates Inc. was appointed as the chief restructuring officer (the "**CRO**") of the undertaking, property and assets of the Applicants.

B. Pursuant to an Order of the Court dated August 23, 2012, as amended on September 19, 2012 (collectively the "**Vesting Order**"), the Court approved the agreement of purchase and sale dated July 23, 2012 (the "**Sale Agreement**") between First Leaside Growth Limited Partnership by its general partner

2085306 Inc. (the "**Vendor**"), and Outset Media Corporation, the benefits of which were assigned to 0947907 B.C. Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the CRO to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the CRO.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE CRO CERTIFIES the following:

1. The Purchaser has paid and the Vendor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the CRO and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the CRO.
4. This Certificate was delivered by the CRO at ___________ on , 2012.

G.S. MacLeod & Associates Inc., in its capacity as court appointed chief restricting officer of the Applicants, and not in its personal capacity

Per: ________________________________

Name: Greg MacLeod
Title: President

Schedule B
Purchased Assets

Municipal Description

36 Bramtree Court, Brampton

Legal Description

PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 BRAMPTON T/W EASEMENT OVER PT LT 6 CON 6 EHS DES PT 4 PL 43R14988 IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT828989. T/W EASEMENT OVER PT LT 8 CON 6 EHS DES PT 2 PL 43R16911 IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT1098794. T/W EASEMENT OVER PT BLK 1 PL 43M873 DES PTS 1,2, 12 PL 43R22485, PT BLK 6 M873 DES PT 4 PT CORPORATION DR. M876 PTS 6,7 PL 43R22485, PT BLK 5 M876 DES PT 8 PL 43R2 2485, PT BLK 1 M 876 DES PTS 10, 11, 14 PL 43R22485,IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT1773259.(S/T LT974291, LT974305, LT990706, LT1570384, LT1766971, LT1773254, LT1773255, LT1773256, LT1773257, LT1773258) T/W EASEMENT OVER BLK 1 M874 IN FAVOUR OF PT BLK 2 PL 43M873 DES PT 2 PL 43R25991 AS IN LT1773260. (S/T LT974305, LT974291, LT9907060, LT1570384, LT1769971, LT1773254, LT1773255, LT1773256, LT1773257, LT1773258, LT1773259)

Schedule C

Permitted Encumbrances

"Permitted Encumbrances" means"

1. the reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown including, without limitation, the reservation of any mines and minerals in the Crown or in any other person;

2. encumbrances respecting minor encroachments by any Property over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over any Property by improvements of abutting land owners;

3. title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Property for the purposes for which it is presently used;

4. all easements, servitudes and rights-of-way which are registered against the Property;

5. any subdivision, site plan, development or other similar regional or municipal agreements and registered restrictions, provided the same have been complied with;

6. the Leases and any charge of the Tenant's or a subtenant's interest therein;

7. the Mortgage, and related collateral security thereto;

8. Airport Zoning Regulations and amendments thereto. (Instrument No. LT2057426)

9. Instrument No. LT974291;

10. Instrument No. LT990706

11. Instrument No. LT1570384

12. Instrument No. LT1700376

13. Instrument No. LT1769971

14. Instrument No. LT2050883

15. Instrument No. PR21490

16. Instrument No. PR798994

17. Instrument No. PR814994

18. Instrument No. PR1884605

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF First Leaside Wealth Management Inc. et al

Court File No: CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

SALE APPROVAL AND VESTING ORDER
(First Leaside Growth Limited Partnership)

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Lawyers for the Applicants

Legal*8052936.1

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FIRST LEASIDE WEALTH MANAGEMENT INC., et al

Court File No. CV-12-9617-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF THE APPLICANT
(To Amend Vesting Orders Dated August 23, 2012)
(Returnable September 19, 2012)

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