Appendix 6

Court File No. CV-12-9930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 7th
	)	
JUSTICE	)	DAY OF DECEMBER, 2012

IN THE MATTER OF THE RECEIVERSHIP OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., Mill Street Limited Partnership, Harmony Townhomes Limited Partnership, First Leaside Management Inc., Development Notes Limited Partnership, Special Notes Limited Partnership, First Leaside Accounting and Tax Services Inc., 2086056 Ontario Inc., First Leaside Properties Limited Partnership, First Leaside Realty Inc., First Leaside Realty Limited Partnership, First Leaside Realty II Inc., First Leaside Investors Limited Partnership, First Leaside Premier Limited Partnership, First Leaside Progressive Limited Partnership, First Leaside Realty II Limited Partnership, First Leaside Ultimate Limited Partnership, First Leaside Universal Limited Partnership, Uxbridge Development Limited Partnership, First Leaside Retirement Residences Limited Partnership, First Leaside Venture Limited Partnership, 965010 Ontario Inc., Wimberly Apartments Limited Partnership, 1045517 Ontario Inc., The Shores Limited Partnership, 1024919 Ontario Inc., Old Mill Pond Apartments Limited Partnership, 1031628 Ontario Inc., 1056971 Ontario Inc., The Bluffs of Lakewood Limited Partnership, 1376095 Ontario Inc., F.L. Spring Valley Limited Partnership, 1437290 Ontario Ltd., First Leaside Partners Limited Partnership, First Leaside Opportunities Limited Partnership, 1244428 Ontario Ltd., Preston Racquet Club Real Estate Limited Partnership Series 910PA, Preston Racquet Club Real Estate Limited Partnership Series 910PB, Preston Racquet Club Real Estate Limited Partnership Series 910PC, Preston Racquet Club Real Estate Limited Partnership Series 910PD, PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., F.L.W. Pond Master Ltd., 2088545 Ontario Inc., F.L.W. Shores Master Ltd., 1331607 Ontario Inc., First Leaside Acquisitions Limited Partnership, Queenston Manor General Partner Inc., Queenston Manor Limited Partnership, 2107738 Ontario Inc., First Leaside Advantage Limited Partnership, 2128054 Ontario Inc., First Leaside Elite Limited Partnership, 1132413 Ontario Inc., First Leaside Entities Limited Partnership, 2067171 Ontario Inc., First Leaside Expansion Limited Partnership, 2085306 Ontario Inc., First Leaside Growth Limited Partnership, 2086218 Ontario Inc., First Leaside Unity Limited Partnership, First Leaside Visions Management Inc., 2007804 Ontario Inc., First Leaside Wealth Management Limited Partnership, First Leaside Fund Management Inc., F.L. Beverages Group Limited Partnership, First Leaside Global Limited Partnership, Special U.S. Notes Limited Partnership, FLWM Holdings Limited Partnership, First Leaside Select Limited Partnership, Cherry Park Retirement Residences Limited Partnership, First Leaside Retirement Residences (Okanagan) Limited Partnership, Orchard Valley Retirement Residences Limited Partnership, The Shores Retirement

Residences Limited Partnership, F.L. PrimeTime Living Limited Partnership (collectively, **"Applicants"**)

CLAIMS PROCEDURE ORDER

This motion (the "**Motion**") made by the Applicants (collectively, "**First Leaside**") for an order approving a procedure for the determination and resolution of claims filed against First Leaside and authorizing and directing Grant Thornton Limited as Court-appointed receiver (the "**Receiver**"), without security, of all the assets, undertakings and properties of First Leaside, to administer the claims process in accordance with its terms, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING First Leaside's Notice of Motion, the Affidavit of Gregory MacLeod, sworn December 3, 2012 and filed in Commercial List File No. CV-12-9617-00CL (the "**MacLeod Affidavit**"), the combined Seventh Report of Grant Thornton Limited, in its capacity as Court-appointed monitor and pre-filing report of Grant Thornton Limited (as combined, the "**Seventh Report**"), in its capacity as proposed Receiver, upon a receivership order in respect of the Applicants having been issued by this Court on December 7, 2012 (the "**Receivership Order**"), and on hearing the submissions of counsel for First Leaside, the Receiver and Fraser Milner Casgrain LLP in its capacity as Court-appointed Representative Counsel representing the interests of the nearly 1,200 clients of First Leaside Securities Inc., no one appearing for any other person on the service list, although properly served as appears from the affidavits of service of ● sworn December ●, 2012, filed:

<u>SERVICE</u>

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, the Motion Record and the Seventh Report is hereby abridged so that this Motion is properly returnable today and that any requirement for service of the Notice of Motion, the Motion Record and the Seventh Report is hereby dispensed with and that service in the manner effected by First Leaside is validated in all respects.

DEFINITIONS

2. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

   (a) "**Acknowledgement of Claim**" means an Acknowledgement of Claim in substantially the same form attached as **Schedule "C"** hereto;

   (b) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

   (c) **"CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c-36;

   (d) "**CCAA Proceeding**" means the proceeding commenced by First Leaside pursuant to the Initial Order;

   (e) "**Claim**" means:

      (i) any right of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind of First Leaside, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise, which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the date of this Order or which would have been claims in provable in bankruptcy had the applicable become bankrupt on the date of this Order, including, for the avoidance of doubt, any Claim arising on or after the Filing Date prior to the date of this Order (each, a "**Creditor Claim**" and, collectively, the "**Creditor Claims**"); and

(ii) any claims of any client (each, an "**Investor**") of First Leaside Securities Inc. derived from such client's investment in First Leaside proprietary products, including those listed on **Schedule "G"** hereto, which right is based in whole or in part on facts existing on or prior to the Filing Date or which would have been claims in provable in bankruptcy on the Filing Date (each, an "**Investor Claim**" and, together with the Creditor Claims, "**Claims**"),

provided, however, that "**Claim**" shall not include an Excluded Claim.

(f) "**Claims Bar Date**" means 5:00 p.m. (Toronto time) on **February 28, 2013**, or any later date ordered by the Court;

(g) "**Claims Package**" means a package of information to be provided by the Receiver, which package shall include a copy of this Order without attachments, an Instruction Letter, a Proof of Claim (or, where applicable, an Acknowledgement of Claim) and such other materials as the Receiver may consider appropriate or desirable;

(h) "**Claims Procedure**" means the procedures outlined in this Order, including the Schedules;

(i) "**Claims Procedure Order**" means this Order;

(j) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(k) “**Creditor**” means any Person having a Claim and, for the avoidance of doubt, includes any Investor with an Investor Claim;

(l) “**Excluded Claim**” means claims secured by any of the Administration Charge, the Directors’ Charge and the Inter-Company Charge (all as defined in the Initial Order);

(m) “**Filing Date**” means February 23, 2012;

(n) “**First Leaside Funds**” means First Leaside Wealth Management Fund and FLEX Fund;

(o) “**Initial Order**” means the Initial Order made by the Honourable Mr. Justice Brown dated February 23, 2012 in the CCAA Proceedings, as amended;

(p) “**Instruction Letter**” means a letter to Creditors regarding the Claims Procedure containing instructions regarding the completion and return of a Proof of Claim or a Request for Amendment of an Acknowledgement of Claim, substantially in the form attached as **Schedule “B”** hereto;

(q) “**Investor**” has the meaning ascribed to that term in paragraph 2(e)(ii) of the Claims Procedure Order;

(r) “**Investor Claim**” has the meaning ascribed to that term in paragraph 2(e)(ii) of the Claims Procedure Order;

(s) “**Investor Information**” means the information contained in the “Particulars of Claim” section of the Acknowledgement of Claim, as such information may be amended by (i) a Request for Amendment that is accepted by the Receiver in accordance with paragraph 8 of this Order or (ii) a resolution or determination in accordance with paragraphs 13–15 of this Order;

(t) "**Known Creditors**" means:

(i) those Creditors which the books and records of the Applicants disclose were owed monies by any of the First Leaside entities as of the date of this Order and which monies remain unpaid in whole or in part, including Investors;

(ii) any Person who commenced a legal proceeding against any of the Applicants which legal proceeding was commenced and served upon such entity(ies) prior to the Filing Date;

(iii) any Person who is party to a lease, contract, employment agreement or other agreement of First Leaside which was terminated or disclaimed by First Leaside between the Filing Date and the date of this Order; and

(iv) any other Creditor actually known to First Leaside as of the date of this Order;

(u) "**Notice of Dispute**" means a notice delivered to the Receiver by a Creditor disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule "F"** and shall set out the reasons for the dispute;

(v) "**Notice of Revision or Disallowance**" means a notice informing a Creditor that the Receiver has revised or disallowed all or any part of such Creditor's Claim, which notice shall be substantially in the form attached hereto as **Schedule "E"** and shall set out the reasons for such revision and/or disallowance;

(w) "**Notice to Creditors**" means the notice publicizing this Claims Procedure to be published in accordance with this Order, substantially in the form of the notice attached as **Schedule "A"**;

(x) “**Person**” means any individual, general or limited partnership, firm, association, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or any other juridical entity howsoever designated or constituted;

(y) “**Proof of Claim**” means the form of Proof of Claim to be completed and filed by a Creditor setting forth its purported Claim, substantially in the form attached as **Schedule “D”**;

(z) “**Proven Claim**” means the amount and classification of any Creditor’s Claim as finally determined in accordance with this Claims Procedure;

(aa) “**Receivership Proceedings**” means the receivership proceedings commenced in respect of the Applicants by Order of this Court on December 7, 2012;

(bb) “**Receiver’s Website**” means http://www.grantthornton.ca/firstleaside;

(cc) “**Request for Amendment**” means an Investor’s request for the amendment of the Investor Information included in an Acknowledgement of Claim, by completing and returning the “Request for Amendment” section in the Acknowledgement of Claim provided by the Receiver to that Investor;

NOTICE TO CREDITORS AND OTHERS

3. **THIS COURT ORDERS** that

(a) the Receiver shall, no later than five Business Days following the making of this Order, post a copy of this Order (together with all Schedules) on the Receiver’s Website;

(b) the Receiver shall send to each of the Known Creditors (in each case, for which it has an address) a copy of the Claims Package by January 15, 2013;

(c) the Receiver shall, no later than January 15, 2013, cause to be published the Notice to Creditors in *The Globe and Mail*, National Edition; and

(d) the Receiver shall, provided such request is received prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefore a copy of the Claims Package to any Person claiming to be a Creditor and requesting such material.

INVESTOR CLAIMS

4. **THIS COURT ORDERS** that the Receiver may, where it considers it appropriate to do so, send to any Investor an Acknowledgement of Claim, wherein the Receiver acknowledges an Investor Claim based on First Leaside's books and records, and sets out First Leaside's information relating to that Investor Claim. The Investor Information therein with respect to such Investor's Claim **shall be deemed confirmed in all respects by the Investor unless the Investor elects to complete and file a Request for Amendment, together with supporting documentation**, in which case (a) the Receiver shall review and consider the Request for Amendment and (b) the Receiver may accept the amendments requested, or revise or disallow them by way of Notice of Revision or Disallowance. Unless a Request for Amendment is received by the Receiver on or before the Claims Bar Date,

(a) the Acknowledgement of Claim and the Investor Information therein shall be final and binding on the Investor, and may be relied upon by the Receiver in valuing the Investor Claim for all purposes, and

(b) the Investor shall be barred from making any Claim inconsistent with the information contained in the Acknowledgement of Claim.

PROOFS OF CLAIM

5. **THIS COURT ORDERS** that all Creditors, **<u>other than those who have received an Acknowledgement of Claim</u>**, shall file with the Receiver a Proof of Claim within the time periods herein stipulated. For greater certainty, any Investor who wishes to assert a Claim on the basis of facts and circumstances other than those set out in an Acknowledgement of Claim or a Request for Amendment shall file a Proof of Claim.

DEADLINE FOR FILING REQUEST FOR AMENDMENT OR PROOF OF CLAIM

6. **THIS COURT ORDERS** that all Requests for Amendment and all Proofs of Claim, together with supporting documentation in respect of such Claim, must be filed with the Receiver by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission, so that such Request for Amendment or Proof of Claim is actually received by the Receiver by no later than the Claims Bar Date.

7. **THIS COURT ORDERS** that any Creditor that does not file a Request for Amendment or a Proof of Claim, together with supporting documentation in respect of such Claim,

(a) shall be and is hereby forever barred from asserting or enforcing any Claim against First Leaside, except with respect to a Claim based on Investor Information;

(b) shall not be entitled to receive any distributions from First Leaside's estates, except with respect to a Claim based on Investor Information; and

(c) shall not be entitled to any further notice in, and shall not be entitled to participate as a creditor in, the Receivership Proceedings, except with respect to a Claim based on Investor Information.

DETERMINATION OF CLAIMS AGAINST FIRST LEASIDE

8. **THIS COURT ORDERS** that the Receiver shall review all Requests for Amendment and all Proofs of Claim filed on or before the Claims Bar Date and may accept, revise or disallow (in whole or in part) the Investor Information set out in any Request for Amendment, and the amount and/or status of a Claim set out in any Proof of Claim. If the Receiver determines to revise or disallow a Request for Amendment or Claim, the Receiver shall send a Notice of Revision or Disallowance to the Creditor. At any time, the Receiver may request additional information with respect to any Claim (including in respect of any Acknowledgement of Claim), and may request that the Creditor file a revised Request for Amendment or a revised Proof of Claim, as the case may be.

9. **THIS COURT ORDERS** that the Receiver may attempt to consensually resolve the classification and amount of any Claim with the Creditor prior to accepting, revising or disallowing such Claim.

10. **THIS COURT ORDERS** that where an Acknowledgement of Claim or a Proof of Claim has been revised or disallowed (in whole or in part) by a Notice of Revision or Disallowance, the revised or disallowed portion of that Claim shall not establish a Proven Claim unless the Creditor has disputed the revision or

disallowance and proven the revised or disallowed Claim (or portion thereof) in accordance with paragraphs 13–15 of this Order.

NOTICES OF DISPUTE

11. **THIS COURT ORDERS** that if a Creditor disputes the Notice of Revision or Disallowance and intends to contest the Notice of Revision or Disallowance then such Creditor shall deliver a Notice of Dispute by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission so that such Notice of Dispute is actually received by the Receiver by no later than 5:00 p.m. (Toronto time) on the Business Day which is fourteen days after delivery of the Notice of Revision or Disallowance or such later date as the Receiver may agree in writing or the Court may order. The filing of a Notice of Dispute with the Receiver within the time limited therefore shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 13–15 hereof.

12. **THIS COURT ORDERS** that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Notice of Dispute with the Receiver within the time limited therefore, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim.

RESOLUTION OF CLAIMS

13. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Receiver, the Receiver may

    (a) attempt to consensually resolve the classification and amount of the Claim with the Creditor; and/or

    (b) schedule an appointment with the Court for the purpose of scheduling a motion to have the classification and/or amount of the Claim determined by the Court, and at such motion the Creditor shall be deemed to be the applicant and the Receiver shall be deemed to be the respondent.

14. **THIS COURT ORDERS** that notwithstanding the other provisions of this Order, the Receiver may make a motion to the Court for a final determination of a Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Receiver.

15. **THIS COURT ORDERS** that in the event that the dispute between the Creditor and the Receiver is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver or the Creditor may make a motion to the Court for the final determination of the Creditor's Claim.

ADEQUACY OF INFORMATION/CURRENCY

16. **THIS COURT ORDERS** that

(a) the Receiver may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Requests for Amendment or Proofs of Claim;

(b) any Creditor Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Receiver using the Bank of Canada noon spot rate on December 7, 2012; and

(c) any Investor Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Receiver using the Bank of Canada noon spot rate on the Filing Date.

NOTICE OF TRANSFEREES

17. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless

(a) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver or First Leaside; and

(b) the Receiver or First Leaside shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim.

Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgement by First Leaside or the Receiver of such transfer or assignment.

18. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 17 of this Order and the Receiver has acknowledged in writing such transfer or assignment, the person last holding such Claim in whole as the Creditor in

respect of such Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Creditor, such transferee or assignee of the Claim and the whole of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

19. **THIS COURT ORDERS** that the Receiver is under no obligation to give notice to any Person other than the Creditor holding the Claim and shall, without limitation, have no obligation to give notice to any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Claim.

20. **THIS COURT ORDERS** that the transferee or assignee of any Claim

(a) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of any First Leaside entity against any such transferor or assignor, including any rights of set-off which any First Leaside entity had against such transferor or assignor, and

(b) cannot use any transferred or assigned claim to reduce any amount owing by the transferee or assignee to any First Leaside entity, whether by way of set-off, application, merger, consolidation or otherwise.

PROTECTIONS FOR RECEIVER

21. **THIS COURT ORDERS** that in carrying out the terms of this Order,

(a) the Receiver shall have all of the protections given to it by the Receivership Order or as an officer of this Court, including the stay of proceedings in its favour;

(b) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order;

(c) the Receiver shall be entitled to rely on First Leaside's books and records, and any information provided by First Leaside, all without independent investigation; and

(d) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books or records.

DIRECTIONS

22. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Order, the Claims Procedure set out herein and the forms attached as Schedules hereto, including with respect to the appointment of a claims officer if the Receiver deems it necessary or appropriate.

SERVICE AND NOTICE

23. **THIS COURT ORDERS** that the Receiver be at liberty to deliver the Claims Package, and any letters, notices or other documents to Creditors or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown on the records of First Leaside and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the fourth (4^{th}) Business Day after mailing.

24. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Requests for Amendment, Proofs of Claim and Notices of Dispute) to be given under this Order by a Creditor to the Receiver shall be in writing substantially in the form, if any, provided for in this Order and will be

sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

Grant Thornton Limited
In its capacity as Receiver of First Leaside
19th Floor, Royal Bank Plaza South Tower
200 Bay Street, Box 55
Toronto, Ontario
Canada M5J 2P9

Attention: Valerie Naccarato
Telephone: (855) 883-2474
E-mail: valerie.naccarato@ca.gt.com
Fax: (416) 360-4948

Any such notice or other communication by a Creditor shall be deemed received only upon actual receipt thereof during normal business hours on a Business Day.

MISCELLANEOUS

25. **THIS COURT ORDERS** that this Claims Procedure Order does not and is not intended to provide for the calculation or methodology of determining distributions but solely for providing a process for submitting and adjudicating Claims. The Receiver will request additional relief from this Court with respect to determining a final basis for calculating and determining ultimate distributions to Creditors.

26. **THIS COURT ORDERS** that Claims on behalf of any of the Applicants against any other Applicant covered by the Inter-Company Charge or otherwise, and any claims of any of the First Leaside Investment Funds against any applicant shall be deemed filed and accepted by the Receiver in amounts determined by the Receiver on the basis of the books and records of First Leaside, without the need for the Receiver or such First Leaside Investment Funds to file Proofs of Claim with respect to such Claims.

27. **THIS COURT ORDERS** that the Receiver may set off (whether by way of legal, equitable or contractual set-off) against the Claims of any Creditor, any claims of any nature whatsoever that any of the Applicants may have against such Creditor arising prior to the entry of this Claims Procedure Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law as may be determined by the Court. If there is any dispute between the Receiver and the applicable Creditor, however, neither the failure to assert set-off nor the allowance of any Claim hereunder shall constitute a waiver or release by the Receiver of any such claim that the Receiver may have against such Creditor.

28. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada) and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province and any court or any judicial, regulatory or administrative body of the United States of America, and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

SCHEDULE "A"

NOTICE TO CREDITORS

IN THE MATTER OF THE RECEIVERSHIP OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., Mill Street Limited Partnership, Harmony Townhomes Limited Partnership, First Leaside Management Inc., Development Notes Limited Partnership, Special Notes Limited Partnership, First Leaside Accounting and Tax Services Inc., 2086056 Ontario Inc., First Leaside Properties Limited Partnership, First Leaside Realty Inc., First Leaside Realty Limited Partnership, First Leaside Realty II Inc., First Leaside Investors Limited Partnership, First Leaside Premier Limited Partnership, First Leaside Progressive Limited Partnership, First Leaside Realty II Limited Partnership, First Leaside Ultimate Limited Partnership, First Leaside Universal Limited Partnership, Uxbridge Development Limited Partnership, First Leaside Retirement Residences Limited Partnership, First Leaside Venture Limited Partnership, 965010 Ontario Inc., Wimberly Apartments Limited Partnership, 1045517 Ontario Inc., The Shores Limited Partnership, 1024919 Ontario Inc., Old Mill Pond Apartments Limited Partnership, 1031628 Ontario Inc., 1056971 Ontario Inc., The Bluffs of Lakewood Limited Partnership, 1376095 Ontario Inc., F.L. Spring Valley Limited Partnership, 1437290 Ontario Ltd., First Leaside Partners Limited Partnership, First Leaside Opportunities Limited Partnership, 1244428 Ontario Ltd., Preston Racquet Club Real Estate Limited Partnership Series 910PA, Preston Racquet Club Real Estate Limited Partnership Series 910PB, Preston Racquet Club Real Estate Limited Partnership Series 910PC, Preston Racquet Club Real Estate Limited Partnership Series 910PD, PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., F.L.W. Pond Master Ltd., 2088545 Ontario Inc., F.L.W. Shores Master Ltd., 1331607 Ontario Inc., First Leaside Acquisitions Limited Partnership, Queenston Manor General Partner Inc., Queenston Manor Limited Partnership, 2107738 Ontario Inc., First Leaside Advantage Limited Partnership, 2128054 Ontario Inc., First Leaside Elite Limited Partnership, 1132413 Ontario Inc., First Leaside Entities Limited Partnership, 2067171 Ontario Inc., First Leaside Expansion Limited Partnership, 2085306 Ontario Inc., First Leaside Growth Limited Partnership, 2086218 Ontario Inc., First Leaside Unity Limited Partnership, First Leaside Visions Management Inc., 2007804 Ontario Inc., First Leaside Wealth Management Limited Partnership, First Leaside Fund Management Inc., F.L. Beverages Group Limited Partnership, First Leaside Global Limited Partnership, Special U.S. Notes Limited Partnership, FLWM Holdings Limited Partnership, First Leaside Select Limited Partnership, Cherry Park Retirement Residences Limited Partnership, First Leaside Retirement Residences (Okanagan) Limited Partnership, Orchard Valley Retirement Residences Limited Partnership, The Shores Retirement Residences Limited Partnership, F.L. PrimeTime Living Limited Partnership (hereinafter referred to as, "First Leaside")

RE: NOTICE OF CLAIMS PROCEDURE IN THE MATTER OF THE RECEIVERSHIP OF FIRST LEASIDE

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made December 7, 2012 (the "**Claims Procedure Order**"). First Leaside's creditors should have received a claims package by mail, if those creditors and their current addresses are known to First Leaside and/or Grant Thornton Limited, Court-appointed receiver (the "**Receiver**") of First Leaside. Creditors may also obtain the Claims Procedure Order and a claims package from the Receiver's website at www.grantthornton.ca/firstleaside or by contacting the Receiver by telephone ((855) 883-2474) or by fax (416) 360-4948.

Proofs of Claim and, where necessary, Requests for Amendment of Acknowledgments of Claim must be submitted to the Receiver in a prescribed form for any claim against First Leaside, whether unliquidated, contingent or otherwise, in each case where the claim arose on or prior to February 23, 2012 for claims of clients of First Leaside Securities Inc. derived from such clients' investment in First Leaside proprietary securities, or December 7, 2012 for all other creditors' claims. Please consult the claim documents for more details.

Completed documents must be actually received by the Receiver by 5:00 p.m. (Toronto time) on February 28, 2013 (the "Claims Bar Date"). It is your responsibility to complete the appropriate documents and ensure that the Receiver receives your completed documents by the Claims Bar Date.

Certain creditors are exempted from the requirement to file a Proof of Claim. Among those creditors who do not need to file a Proof of Claim are creditors who receive an Acknowledgement of Claim from the Receiver and who do not disagree with the amount of their claim as stated therein. Please consult the Claims Procedure Order made on December 7, 2012 for details with respect to this and other exemptions.

The Receiver is distributing Acknowledgements of Claim for the sole purpose of efficiently determining the universe of potential claims against First Leaside. RECEIPT OF AN ACKNOWLEDGEMENT OF CLAIM FROM THE RECEIVER DOES NOT AUTOMATICALLY ENTITLE THE INVESTOR TO ANY DISTRIBUTION ON ACCOUNT OF THE INFORMATION PROVIDED THEREIN. SUCH DISTRIBUTIONS WILL BE DETERMINED BY THE COURT AT A LATER DATE.

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto this ____ day of _____, 2013.

SCHEDULE "B"

INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE

IN THE MATTER OF THE RECEIVERSHIP OF First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., Mill Street Limited Partnership, Harmony Townhomes Limited Partnership, First Leaside Management Inc., Development Notes Limited Partnership, Special Notes Limited Partnership, First Leaside Accounting and Tax Services Inc., 2086056 Ontario Inc., First Leaside Properties Limited Partnership, First Leaside Realty Inc., First Leaside Realty Limited Partnership, First Leaside Realty II Inc., First Leaside Investors Limited Partnership, First Leaside Premier Limited Partnership, First Leaside Progressive Limited Partnership, First Leaside Realty II Limited Partnership, First Leaside Ultimate Limited Partnership, First Leaside Universal Limited Partnership, Uxbridge Development Limited Partnership, First Leaside Retirement Residences Limited Partnership, First Leaside Venture Limited Partnership, 965010 Ontario Inc., Wimberly Apartments Limited Partnership, 1045517 Ontario Inc., The Shores Limited Partnership, 1024919 Ontario Inc., Old Mill Pond Apartments Limited Partnership, 1031628 Ontario Inc., 1056971 Ontario Inc., The Bluffs of Lakewood Limited Partnership, 1376095 Ontario Inc., F.L. Spring Valley Limited Partnership, 1437290 Ontario Ltd., First Leaside Partners Limited Partnership, First Leaside Opportunities Limited Partnership, 1244428 Ontario Ltd., Preston Racquet Club Real Estate Limited Partnership Series 910PA, Preston Racquet Club Real Estate Limited Partnership Series 910PB, Preston Racquet Club Real Estate Limited Partnership Series 910PC, Preston Racquet Club Real Estate Limited Partnership Series 910PD, PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., F.L.W. Pond Master Ltd., 2088545 Ontario Inc., F.L.W. Shores Master Ltd., 1331607 Ontario Inc., First Leaside Acquisitions Limited Partnership, Queenston Manor General Partner Inc., Queenston Manor Limited Partnership, 2107738 Ontario Inc., First Leaside Advantage Limited Partnership, 2128054 Ontario Inc., First Leaside Elite Limited Partnership, 1132413 Ontario Inc., First Leaside Entities Limited Partnership, 2067171 Ontario Inc., First Leaside Expansion Limited Partnership, 2085306 Ontario Inc., First Leaside Growth Limited Partnership, 2086218 Ontario Inc., First Leaside Unity Limited Partnership, First Leaside Visions Management Inc., 2007804 Ontario Inc., First Leaside Wealth Management Limited Partnership, First Leaside Fund Management Inc., F.L. Beverages Group Limited Partnership, First Leaside Global Limited Partnership, Special U.S. Notes Limited Partnership, FLWM Holdings Limited Partnership, First Leaside Select Limited Partnership, Cherry Park Retirement Residences Limited Partnership, First Leaside Retirement Residences (Okanagan) Limited Partnership, Orchard Valley Retirement Residences Limited Partnership, The Shores Retirement Residences Limited Partnership, F.L. PrimeTime Living Limited Partnership (hereinafter referred to as "First Leaside")

A. CLAIMS PROCEDURE

By Order of the Superior Court of Justice of Ontario, Canada made December 7, 2012 (the "**Claims Procedure Order**"), Grant Thornton Limited, the Court-appointed receiver (the "**Receiver**") of First Leaside, has been authorized to conduct a claims procedure (the "**Claims Procedure**") for the determination of certain claims against First Leaside.

This letter provides instructions for understanding the Acknowledgement of Claim and completing a Request for Amendment or Proof of Claim, as applicable. Please note that capitalized terms which are not defined in this Instruction Letter shall have the meanings ascribed to them in the Claims Procedure Order.

The Claims Procedure is intended for any Person with: any Claim of any kind or nature whatsoever, other than an Excluded Claim, against First Leaside, that arose on or prior to February 23, 2012 for Investor Claims of First Leaside Securities Inc. clients derived from such clients' investment in First Leaside proprietary securities, or December 7, 2012 for all other Creditor Claims, whether unliquidated, contingent or otherwise (collectively, the "**Claims**"). Please review the Claims Procedure Order on the Receiver's Website (www.grantthornton.ca/firstleaside) for the complete definition of Claim and Excluded Claim.

If you have any questions regarding the Claims Procedure, please consult the Receiver's Website or contact the Receiver at the address provided below.

All notice and enquiries with respect to the Claims Procedure should be addressed to

Grant Thornton Limited
In its capacity as Receiver of First Leaside
19th Floor, Royal Bank Plaza South Tower
200 Bay Street, Box 55
Toronto, Ontario
Canada M5J 2P9

Attention:	Valerie Naccarato
Telephone:	(855) 833-2474
E-mail:	valerie.naccarato@ca.gt.com
Fax :	(416) 360-4948

B. ACKNOWLEDGEMENT OF CLAIMS

With respect to those Investors who made investments in First Leaside proprietary products through First Leaside Securities Inc., the Receiver may have obtained information from First Leaside's books and records with respect to such Claims. In those cases, the Receiver may send to a Creditor an Acknowledgement of Claim, wherein the Receiver acknowledges the amount of such Creditor's Claim and sets out the other information related to that Claim. **If the Creditor agrees with the information described in such Acknowledgement of Claim, the Creditor does not have to take any further steps. However, if the Creditor disagrees with any information as described in the Acknowledgement of Claim, then the Creditor must file a Request for Amendment, which must be received by 5:00 p.m. (Toronto time) on February 28, 2013, the Claims Bar Date. Pursuant to the Claims Procedure Order, failure to submit a Request for Amendment by the**

Claims Bar Date will result in such Claim being a Proven Claim in the amount determined by the Receiver on the Acknowledgement of Claim, although having a Proven Claim does not necessarily guarantee a distribution from the Receiver. If you believe you are an Investor but have not received an Acknowledgement of Claim, you must complete and submit a Proof of Claim.

C. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against any of the First Leaside entities listed above and have not received an Acknowledgement of Claim, you will have to file a Proof of Claim with the Receiver. If you have received an Acknowledgement of Claim, and believe that you have a Claim in addition to the Claim set out in the Acknowledgement of Claim (for example, a Claim for damages), then you must also file a Proof of Claim for that additional Claim. **Your Proof(s) of Claim must be received by 5:00 p.m. (Toronto time) on February 28, 2013, the Claims Bar Date. Pursuant to the Claims Procedure Order, failure to submit a Proof of Claim by the Claims Bar Date will result in such Claim being barred and extinguished, released and discharged forever.**

Additional Proof of Claim forms and other information, including the Claims Procedure Order, can be obtained from the Receiver's Website at www.grantthornton.ca/firstleaside, or by contacting the Receiver at the telephone and fax numbers indicated above and providing particulars as to your name, address and contact information.

It is your responsibility to ensure that the Receiver receives your Request for Amendment or your Proof of Claim, as the case may be, by the Claims Bar Date.

SCHEDULE "C"

ACKNOWLEDGEMENT OF CLAIM PURSUANT TO CLAIMS PROCEDURE ORDER, DATED DECEMBER 7, 2012

Please read the enclosed Instruction Letter carefully prior to responding to this Acknowledgement of Claim.

ACKNOWLEDGEMENT OF CLAIM OF CLIENT OF FIRST LEASIDE SECURITIES INC. RELATING TO RECEIVERSHIP OF FIRST LEASIDE WEALTH MANAGEMENT INC. AND ITS AFFILIATES (collectively, the "**Applicants**")

TO: [FULL NAME AND ADDRESS OF INVESTOR]

FLSI CLIENT NUMBER: ____

PARTICULARS OF CLAIM:

The books and records of the Applicants indicate that you had a Claim against the Applicants as a result of a purchase/investment that you made in or through the Applicants or an agent, the details of which are as follows:

Full Legal Name of Purchaser: ________________________________

Full Mailing Address: ____

Telephone number: ____

E-mail address: ____

Facsimile number: ____

Date of Purchase/Investment: _________________________________

Dollar Amount of Purchase/Investment: __________________________

Number of Units/Shares Purchased: _____________________________

Return of Capital: ____

Distribution of Income: _______________________________________

At-Risk Amount[1] (as at December 31, 2011): _____________________

[1] At-Risk Amount is based on box 22-1 on the 2011 T5013 for Investors who hold units in Limited Partnerships.

ACTION REQUIRED:

If you agree with all of the information set out above, you do not have to take any further steps. If, however, you disagree with this information in any respect, then you must submit a Request for Amendment by the time and date set out below.

FILING OF REQUEST FOR AMENDMENT

If you disagree with the information set out above in any respect, then you must complete the section below entitled "Request for Amendment" and return a copy of this document, together with supporting documentation, by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission so as to be actually received by the Receiver by 5:00 p.m. (Toronto time) on February 28, 2013 ("Claims Bar Date") at the following address:

Grant Thornton Limited
In its capacity as Receiver of First Leaside
19th Floor, Royal Bank Plaza South Tower
200 Bay Street, Box 55
Toronto, Ontario, Canada M5J 2P9

Attention:	Valerie Naccarato
Telephone:	(855) 883-2474
E-mail:	firstleaside@ca.gt.com
Fax :	(416) 360-4948

If you do not timely submit a Request for Amendment to the Receiver, (i) this Acknowledgement of Claim and the information herein shall become final and binding on you, and may be relied upon by the Applicants in valuing your Claim for all purposes, and (ii) you shall be barred from making any Claim inconsistent with the information contained in this Acknowledgement of Claim.

It is your responsibility to ensure that the Receiver receives your Request for Amendment by the Claims Bar Date.

REQUEST FOR AMENDMENT:

I, ____ [name of Creditor or Representative of the Creditor], of ____________________________ do hereby request that the information provided in this Acknowledgement of Claim be amended as follows
[PLEASE INDICATE THE SPECIFIC AMENDMENTS REQUESTED, AND PROVIDE SUPPORTING DOCUMENTATION].

SCHEDULE "D"

PROOF OF CLAIM AGAINST FIRST LEASIDE WEALTH MANAGEMENT INC. AND ITS AFFILIATES IN RECEIVERSHIP PURSUANT TO THE CLAIMS PROCEDURE ORDER DATED DECEMBER 7, 2012

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: ______________________________________

2. Full Mailing Address of the Creditor (the original Creditor and not the Assignee):

   ____

   ____

   ____

3. Telephone number: ____

4. E-mail address: ____

5. Facsimile number: ____

6. Attention (Contact Person): _______________________________________

7. Has the Claim been sold or assigned by the Creditor to another party [check (√) one]?
   Yes: □ No: □

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

8. Full Legal Name of Assignee(s): ___________________________________
   (If Claim has been assigned, insert full legal name of assignee(s) of Claim (if all or a portion of the Claim has been sold). If there is more than one assignee, please attach a separate sheet with the require information)

9. Full Mailing Address of Assignee(s):

   ____

   ____

   ____

10. Telephone number of Assignee(s) ________________________________

11. E-mail address: ____

12. Facsimile number: ____

13. Attention (Contact Person): _____________________________________

C. PROOF OF CLAIM:

I, ____
[name of Creditor or Representative of the Creditor], of

_________________________________ do hereby certify:
(city and province)

(a) that I [check (√) one]

□ am the Creditor of the Applicants; OR

□ am _____________________________________(state position or title) of

____;

(name of creditor)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) The Applicants were and still are indebted to the Creditor as follows:

CLAIM ARISING ON OR PRIOR TO DECEMBER 7, 2012:

(i) TOTAL CLAIM: $_________________ CAD

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as at December 7, 2012. The Canadian Dollar/U.S. Dollar rate of exchange on that date was CDN$●/US$1.00.)

D. NATURE OF CLAIM:

(check (√) one and complete appropriate category)

□ A. UNSECURED CLAIM OF $____________________

That in respect of this debt, I do not hold any security and

(Check (√) appropriate description)

□ Regarding the amount of $ ________________, I do not claim a right to a priority.

□ Regarding the amount of $ ________________, I claim a right to a priority under section 136 of the Bankruptcy and Insolvency Act (Canada) (the "**BIA**") or would claim such a priority if this Proof of Claim were being filed in accordance with that Act.

(Set out on an attached sheet details to support priority claim.)

□ B. SECURED CLAIM OF $ ____________

That in respect of this debt, I hold security valued at $ ____________, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

E. PARTICULARS OF CLAIM:

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Applicants to the Creditor and estimated value of such security, and particulars of any interim period claim.)

This Proof of Claim must be received by the Receiver by no later than 5:00 p.m. (Toronto time) on February 28, 2013 ("Claims Bar Date"), by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Grant Thornton Limited
In its capacity as Receiver of First Leaside
19th Floor, Royal Bank Plaza South Tower
200 Bay Street, Box 55
Toronto, Ontario
Canada M5J 2P9

Attention: Valerie Naccarato
Telephone: (855) 883-2474
E-mail: firstleaside@ca.gt.com
Fax : (416) 360-4948

F. FILING OF CLAIM:

Failure to file your proof of claim as directed by the Claims Bar Date will result in your Claim being barred and in you being prevented from making or enforcing a Claim against the Applicants. In addition, you shall not be entitled to further notice in, and shall not be entitled to participate as a creditor in these proceedings.

G. ACKNOWLEDGED CLAIM:

If your Claim has already been acknowledged by an Acknowledgement of Claim delivered to you by the Receiver, you do not need to file a Proof of Claim. If you disagree with any information in that Acknowledgement of Claim, then you should file a Request for Amendment.

H. EXCLUDED CLAIMS

Claims secured by any of the "Charges" as defined in the Initial Order made in the Applicants' proceedings under the *Companies' Creditors Arrangement Act* on February 23, 2012, as amended, are Excluded Claims and no person needs to file any claim in respect thereof at this time.

Dated at _______________ this ________day of _____________, 2013.

____
Signature of Creditor

SCHEDULE "E"

NOTICE OF REVISION OR DISALLOWANCE OF CLAIM
REFERENCE NUMBER ●

Please read carefully the Instruction Letter accompanying this Notice.

TO: [**insert name of creditor**]

Grant Thornton Limited, in its capacity as receiver (the "**Receiver**") of **First Leaside Wealth Management Inc., First Leaside Finance Inc., First Leaside Securities Inc., FL Securities Inc., Mill Street Limited Partnership, Harmony Townhomes Limited Partnership, First Leaside Management Inc., Development Notes Limited Partnership, Special Notes Limited Partnership, First Leaside Accounting and Tax Services Inc., 2086056 Ontario Inc., First Leaside Properties Limited Partnership, First Leaside Realty Inc., First Leaside Realty Limited Partnership, First Leaside Realty II Inc., First Leaside Investors Limited Partnership, First Leaside Premier Limited Partnership, First Leaside Progressive Limited Partnership, First Leaside Realty II Limited Partnership, First Leaside Ultimate Limited Partnership, First Leaside Universal Limited Partnership, Uxbridge Development Limited Partnership, First Leaside Retirement Residences Limited Partnership, First Leaside Venture Limited Partnership, 965010 Ontario Inc., Wimberly Apartments Limited Partnership, 1045517 Ontario Inc., The Shores Limited Partnership, 1024919 Ontario Inc., Old Mill Pond Apartments Limited Partnership, 1031628 Ontario Inc., 1056971 Ontario Inc., The Bluffs of Lakewood Limited Partnership, 1376095 Ontario Inc., F.L. Spring Valley Limited Partnership, 1437290 Ontario Ltd., First Leaside Partners Limited Partnership, First Leaside Opportunities Limited Partnership, 1244428 Ontario Ltd., Preston Racquet Club Real Estate Limited Partnership Series 910PA, Preston Racquet Club Real Estate Limited Partnership Series 910PB, Preston Racquet Club Real Estate Limited Partnership Series 910PC, Preston Racquet Club Real Estate Limited Partnership Series 910PD, PrestonOne Development (Canada) Inc., PrestonTwo Development (Canada) Inc., PrestonThree Development (Canada) Inc., PrestonFour Development (Canada) Inc., 2088543 Ontario Inc., 2088544 Ontario Inc., F.L.W. Pond Master Ltd., 2088545 Ontario Inc., F.L.W. Shores Master Ltd., 1331607 Ontario Inc., First Leaside Acquisitions Limited Partnership, Queenston Manor General Partner Inc., Queenston Manor Limited Partnership, 2107738 Ontario Inc., First Leaside Advantage Limited Partnership, 2128054 Ontario Inc., First Leaside Elite Limited Partnership, 1132413 Ontario Inc., First Leaside Entities Limited Partnership, 2067171 Ontario Inc., First Leaside Expansion Limited Partnership, 2085306 Ontario Inc., First Leaside Growth Limited Partnership,**

2086218 Ontario Inc., First Leaside Unity Limited Partnership, First Leaside Visions Management Inc., 2007804 Ontario Inc., First Leaside Wealth Management Limited Partnership, First Leaside Fund Management Inc., F.L. Beverages Group Limited Partnership, First Leaside Global Limited Partnership, Special U.S. Notes Limited Partnership, FLWM Holdings Limited Partnership, First Leaside Select Limited Partnership, Cherry Park Retirement Residences Limited Partnership, First Leaside Retirement Residences (Okanagan) Limited Partnership, Orchard Valley Retirement Residences Limited Partnership, The Shores Retirement Residences Limited Partnership, F.L. PrimeTime Living Limited Partnership (hereinafter referred to as "**First Leaside**") hereby gives you notice that the Receiver has reviewed your Request for Amendment or your Proof of Claim, as the case may be, and has revised or rejected your Claim or any part thereof or any information relating thereto, as follows:

Request for Amendment as Submitted (if applicable)	The Proof of Claim as Submitted (if applicable)	The Claim/Information as Accepted

Reasons for Revision or Disallowance:

[insert explanation]

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

1. **If you dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) on [INSERT DATE], being the Business Day which is fourteen days after the Notice of Revision or Disallowance is sent by the Receiver (see paragraph 11 of the Claims Procedure Order), notify the Receiver by delivery of a Notice of Dispute in accordance with the accompanying Instruction Letter**. The form of Notice of Dispute is enclosed.

2. **IF YOU DO NOT DELIVER A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU AND YOUR CLAIM SHALL BE DEEMED TO BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.**

DATED at Toronto, this ____, day of ____________, 2013.

GRANT THORNTON LIMITED, COURT-APPOINTED RECEIVER OF FIRST LEASIDE

SCHEDULE "F"

NOTICE OF DISPUTE

Please read carefully the Instruction Letter accompanying this Notice.

We hereby give you notice of our intention to dispute the Notice of Revision or Disallowance bearing Reference Number ________________ and dated ______________________issued in respect of our claim.

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

____

____

____

____

____

____

Name of Creditor: ____

____ __________________________

(Signature of individual completing this Dispute) Date

____

(Please print name)

Telephone Number: (   )______________________

E-mail address: ______________________

Facsimile Number (   )______________________

Full Mailing Address ______________________

____

____

THIS FORM IS TO BE RETURNED BY PREPAID ORDINARY MAIL, COURIER, PERSONAL DELIVERY OR ELECTRONIC OR DIGITAL TRANSMISSION AND ACTUALLY RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON [INSERT DATE], BEING THE BUSINESS DAY WHICH IS FOURTEEN DAYS AFTER THE NOTICE OF REVISION OR DISALLOWANCE IS SENT BY THE RECEIVER (PURSUANT TO PARAGRAPH 11 OF THE CLAIMS PROCEDURE ORDER) TO:

Grant Thornton Limited
In its capacity as Receiver of First Leaside
19th Floor, Royal Bank Plaza South Tower
200 Bay Street, Box 55
Toronto, Ontario
Canada M5J 2P9

Attention:	Valerie Naccarato
Telephone:	(855) 883-2474
E-mail:	firstleaside@ca.gt.com
Fax :	(416) 360-4948

SCHEDULE "G"

LIST OF FIRST LEASIDE PROPRIETARY PRODUCTS

Security Name
90 King Street East Mortgage Participation Ownership Certificate
F.L. Beverages Group Limited Partnership
First Leaside Elite Limited Partnership
First Leaside Premier Limited Partnership
First Leaside Select Limited Partnership
First Leaside Ultimate Limited Partnership
Mill Street Mortgage Participation Ownership Certificate
Development Notes Limited Partnership
FLEX Fund Trust Units
First Leaside Expansion Limited Partnership
First Leaside Wealth Management Trust Units
Special Notes Limited Partnership
Special U.S. Notes Limited Partnership
First Leaside Series II Preferred Shares
First Leaside Series III Preferred Shares
First Leaside Wealth Management Preferred Shares
FLWM Holdings Limited Partnership
First Leaside Global Limited Partnership
First Leaside Investors Limited Partnership
First Leaside Mortgage Fund Trust Units
Cemetery Road Mortgage Participation Ownership Certificate
First Leaside Progressive Limited Partnership
F.L. PrimeTime Living Limited Partnership
F.L. Spring Valley Limited Partnership
First Leaside Universal Limited Partnership
First Leaside Venture Limited Partnership
First Leaside Fund Trust Units
First Leaside Properties Fund Trust Units

Security Name
Wimberly Fund Trust Units
First Leaside Capital Shares
First Leaside Realty II Limited Partnership
First Leaside Realty Limited Partnership
Wimberly Apartments Limited Partnership

IN THE MATTER OF THE RECEIVERSHIP OF FIRST LEASIDE WEALTH MANAGEMENT INC. *ET AL*.

Court File No: CV-12-9930-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

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