Court File No. CV-12-9627-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	**THURSDAY, THE 28th DAY**
	)	
JUSTICE COLIN L. CAMPBELL	)	**OF JUNE, 2012**

IN THE MATTER OF THE *COMPANIES' CREDITOR ARRANGEMENT ACT,* R.S.C. 1995, 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., 1418361Ontario Ltd., 2128054 Ontario Inc., 2069212 Ontario Inc., 1132413 Ontario Inc., 2067171Ontario Inc., 2085306 Ontario Inc., 2059035 Ontario Inc., 2086218 Ontario Inc., 2085438 Ontario Inc., First Leaside Visions Management Inc., 1049015 Ontario Inc., 1048016 Ontario Inc., 2007804 Ontario Inc., 2019418 Ontario Inc., FL Research Management Inc., 970877 Ontario Inc., 1031628 Ontario Inc., 1045516 Ontario Inc., 2004516 Inc.

ORDER

THIS MOTION made by Structform International Limited ("Structform"), lien claimant, for an order to *inter alia* amend the Initial Order, was heard this day at the Courthouse, 8th Floor, 330 University Avenue, Toronto, Ontario.

ON READING the Structform Motion Record, the Structform Supplementary

Motion Record, the Responding Motion Record of the Applicants (together with the Included LPs, as defined in the Order of Mr. Justice Brown (the "**Initial Order**") dated February 23, 2012, "**First Leaside**"), and upon counsel for Structform, First Leaside, and Grant Thornton Limited, in its capacity as Court-appointed monitor (the "**Monitor**") advising the court that they consent to the relief herein,

1. **THIS COURT ORDERS** and directs that the monies in the bank accounts of First Leaside Expansion Limited Partnership ("**FLEX**") not form part of the Central Cash Management System as defined in paragraph 10 of the Initial Order.

2. **THIS COURT ORDERS** that any of FLEX's monies that are used to pay expenses that are the subject matter of the Administration Charge and/or Directors' Charge shall be subject to the Inter-Company Charge established pursuant to the Initial Order as amended by order dated June 28, 2012.

3. **THIS COURT ORDERS** that if First Leaside intends to use any of the funds in bank accounts in the name of FLEX ("**FLEX Accounts**") for any purpose other than to pay expenses that are secured by the Administration Charge and/or the Directors' [illegible] Charge (an "**Intended Payment**"), First Leaside shall give Structform ~~14~~ 17 days' prior written notice of the Intended Payment, including details of the purpose and amount of the Intended Payment and the date on which the First Leaside intends to make the Intended Payment (the "**Deadline**"). If Structform intends to object to the Intended Payment, it shall give written notice of such objection (the "**Notice**") to First Leaside and the Monitor no less than three days prior to the Deadline (the "**Objection Deadline**"). In the event that a Notice is served, First Leaside shall not make the corresponding Intended Payment without court order or the consent of Structform. Whether or not a Notice has been served, First Leaside, the Monitor, and Structform shall be at liberty at any time to bring a motion for directions as to whether any Intended Payment may be made. In the event that a Notice is not delivered on or before the Objection Deadline, Structform shall be deemed to have

consented to the Intended Payment and the Intended Payment made be made on or after the Deadline.

4. **THIS COURT ORDERS** that paragraph 56 of the Initial Order be amended *nunc pro tunc* to state the following:

> 56. THIS COURT ORDERS that the CRO Fees and the professional fees and expenses of the Monitor, counsel to the Monitor, First Leaside's counsel and Representative Counsel, and amounts secured by the Directors' Charge, paid or incurred in accordance with the provisions of this Order shall be allocated by First Leaside with the assistance of the Monitor to the various business units pursuant to a protocol to be proposed by First Leaside with the assistance of the Monitor, which protocol shall be approved upon motion to this Court. First Leaside and the Monitor shall endeavour to make recommendations in respect of a protocol on or before March 30, 2012

5. **THIS COURT ORDERS** that there be no costs of this Motion.

CN Campbell J.

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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

ORDER
(STRUCTFORM MOTION)
(RETURNABLE JUNE 28, 2012)

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