

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) **MONDAY, THE 25th DAY**
)
MR. JUSTICE BROWN) **OF NOVEMBER, 2013**

**IN THE MATTER OF THE RECEIVERSHIP OF First Leaside Wealth Management Inc.
and the Applicants Listed on Schedule "A" (collectively, "First Leaside")**

**ORDER
(CIPF Access to Client Files)**

THIS MOTION, made by the Canadian Investor Protection Fund ("**CIPF**"), was heard this day at 330 University Ave, Toronto, Ontario.

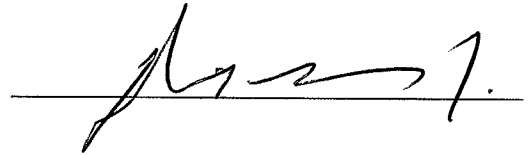
ON READING the Affidavit of Ilana Singer, sworn October 30, 2013 (the "**CIPF Affidavit**"), and on hearing the submissions of counsel for CIPF, no one else appearing although being duly served, as appears from the Affidavit of Service of Miriam Sinclair, sworn November 18, 2013, filed, and on being advised that Grant Thornton Limited ("**GTL**"), in its capacity as the Court-appointed Receiver (the "**Receiver**") of First Leaside, does not oppose to the making of the Order herein,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Receiver is authorized and directed to grant access to CIPF and its legal advisors to the Client Files (as defined in the CIPF Affidavit), and permit CIPF to make, retain and take away copies of the Client Files in accordance with the Protocol attached hereto as Appendix "A".

3. **THIS COURT ORDERS** that CIPF is entitled to utilize any copies of documents recovered by it from the Client Files only in connection with CIPF's assessment of the claims of former customers of First Leaside Securities Inc. ("**Customers**") made against CIPF's coverage policy ("**Customer Claims**").

4. **THIS COURT ORDERS** that the Receiver is authorized and directed to provide CIPF with records and information necessary to disclose the amount/nature of any distribution made by the Receiver to any Customer that has filed a Customer Claim.

5. **THIS COURT ORDERS AND DECLARES** that this Order is made pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*.

A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line.

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

NOV 25 2013

Handwritten initials, possibly 'MS', in black ink.

Schedule "A" – List of Additional Receivership Applicants

First Leaside Finance Inc.
First Leaside Securities Inc.
F.L. 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

Appendix "A" - Protocol

1. Client Files will be retrieved from storage to a work space or office ("Office") within the storage facility located in Scarborough (the "Premises"). The cost of retrieving files from storage to the Office will be paid by CIPF (pursuant to an agreed upon fee per box, or similar quantifier charged by the storage company) to the owner/operator of the Premises (the "Operator").
2. A junior staff member from the Receiver will be entitled to be present during the time of CIPF's review of the client files. The hourly rate (to be confirmed) for the time that CIPF is reviewing documents will be paid by CIPF. If the Receiver requires that a staff member be present, such staff member will assist the CIPF representative with matters such as locating client files and documents from the boxes on site.
3. Any documents that are required by CIPF will be marked and the Operator will arrange for copies of all requested documents. CIPF will pay the copying cost on a per copy basis to the Operator.
4. The originals of any documents that have been copied will be retained by the Operator, at the Receiver's cost, until the earlier of: (i) the resolution of the customer's claim filed with CIPF, if any; or (b) the discharge of the Receiver. In the event that the Receiver seeks its discharge prior to the resolution of the claims of customers in the CIPF claims process, the Receiver and CIPF agree to negotiate in good faith or seek an order of the Court with respect to the continued retention of the documents after the Receiver's discharge, *inter alia*, at CIPF's cost, until the resolution of the Customer's claim filed with CIPF.
5. Employees of CIPF or representatives from Borden Ladner Gervais LLP will be permitted to attend to review the Client Files at the Office.
6. CIPF will dispose of any copies of documents recovered from the Receiver relating to a particular Customer as soon as possible after CIPF has determined that the claims process with respect to that Customer is complete (including the Customer's right of access to the Court, if any, in connection with an appeal of a CIPF determination)

IN THE MATTER OF THE RECEIVERSHIP OF FIRST LEASIDE WEALTH MANAGEMENT INC., *et al.*

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

ORDER
(CIPF Access to Client Files)

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