

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) FRIDAY, THE 19th
)
JUSTICE NEWBOULD) DAY OF AUGUST, 2011



**IN THE MATTER OF AN APPLICATION UNDER
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3**

**AND IN THE MATTER OF SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43**

B E T W E E N:

CAREVEST CAPITAL INC.

Applicant

- and -

SILJON INVESTMENTS INC. AND SILJON FAR HILLS LTD.

Respondents

OMNIBUS APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the “Receiver”) of all of the assets, undertakings, and properties of Siljon Investments Inc. (“Siljon Investments”) and Siljon Far Hills Ltd. (“Siljon Far Hills”, and together with Siljon Investments, the “Debtors”) for an order:

- (a) prospectively approving the sale transactions (each such transaction, a “Transaction”) in respect of the condominium units that are presently existing and

those that are proposed to be created (the "Units") on the Thornbury Property (as such term is described in Schedule "A" to this Order);

- (b) authorizing the execution of an agreement of purchase and sale in respect of each Unit by the Receiver, as vendor, and the purchaser of each Unit (each purchaser hereinafter referred to as the "Purchaser") substantially in the form of the forms of agreement of purchase and sale attached as Schedules "B", "C", "D" and "E" to the Sales Process Order of this Honourable Court dated August 19, 2011 (the "Sales Process Order"), as applicable, together with any amendments or modifications thereto deemed necessary by the Receiver (each agreement hereinafter referred to as a "Sale Agreement"); and
- (c) providing that, upon the delivery by the Receiver to a Purchaser of a Receiver's Certificate (as defined below), the Debtors' right, title and interest in and to the Unit(s) and the other assets described in each applicable Sale Agreement (collectively, the "Purchased Assets") will vest in and to the applicable Purchaser free and clear of all encumbrances, save and except for the encumbrances listed on Schedule "D" hereto,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of the Receiver dated August 9, 2011 and on hearing the submissions of counsel for the Receiver, counsel to the Applicant, counsel for the Guarantee Company of North America, no one appearing for any other person on the service list, although properly served as appears from the affidavits' of Minda Lesaca and Pat Rogers sworn August 10, 2011, filed;

1. **THIS COURT ORDERS AND DECLARES** that each Transaction is hereby prospectively approved, and the execution of each applicable Sale Agreement by the Receiver is hereby authorized and approved, with any such amendments thereto as the Receiver may deem necessary.

2. **THIS COURT ORDERS AND DECLARES** that the Receiver 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 any Transaction and for the conveyance of the Purchased Assets in and to each applicable Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to a Purchaser substantially in the form attached as Schedule "B" hereto (the "Receiver's Certificate"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the applicable Sale Agreement and listed on Exhibit "A" of the Receiver's Certificate in respect of such Sale Agreement shall vest absolutely in and to such 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 the Honourable Justice Morawetz dated November 30, 2010; (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; (iii) any Claims filed in respect of or affecting the Purchased Assets, which Claims are filed on or after the date of the granting of this Order, including without limitation, Claims in respect of the *Construction Lien Act* (Ontario); (iv) those Claims listed on Schedule "C" hereto (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 "D") and, for greater certainty, this Court orders that upon delivery of the Receiver's Certificate, all of the Encumbrances affecting or relating to the Purchased Assets shall be expunged and discharged as against the Purchased Assets.

4. **THIS COURT DIRECTS** that the Land Registrar in respect of the Land Registry Office for the Land Titles Division of the County of Grey (the "Land Registry") register a copy of this Order along with the applicable fully completed and executed Receiver's Certificate in respect of a Unit once the Land Registrar is in receipt of same.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land*

Registration Reform Act (which will include a copy of this Order and the fully completed and executed Receiver's Certificate in respect of a specific Unit sale), the Land Registrar is hereby directed to enter the Purchaser named in the applicable Receiver's Certificate as the owner of the Unit listed in Exhibit "A" to the Receiver's Certificate in fee simple, and is hereby directed to delete and expunge from title to the Unit all of the Claims listed in Schedule "C" hereto and in paragraph 3 of this Order.

6. **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 Receiver's Certificate in respect of an applicable Sale Agreement, 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.

7. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of each Receiver's Certificate, forthwith after delivery thereof, and in any event no later than thirty (30) days after the date of the closing of the Transaction detailed in each applicable Sale Agreement.

8. **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 Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in each applicable Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, 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), the *Companies' Creditors Arrangement 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.

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

10. **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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver 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 19 2011



PER/PAR: 

Schedule "A" – Thornbury Property

Legal Description

FIRSTLY:

Unit 1, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0001(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 3, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0003(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 5, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0005(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 6, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0006(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 7, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0007(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 11, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0011(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 16, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0016(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 17, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0017(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 20, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interest, being the lands comprising PIN No. 37882-0020(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 21, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interests, being the lands comprising PIN No. 37882-0021(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

Unit 23, Level 1, Grey Standard Condominium Plan No. 82 and its appurtenant interests, being the lands comprising PIN No. 37882-0023(LT). The description of the condominium property is Part Park Lot 12 S/W Alice St. Pl Thornbury; Part Park Lot 11 S/W Alice St Pl Thornbury; Part Park Lot 12 N/E Alfred St Pl Thornbury, Parts 1, 2 and 3 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13767, The Blue Mountains.

SECONDLY:

Unit 1, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0001(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 2, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0002(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to

LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 4, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0004(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 5, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0005(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 6, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0006(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 7, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0007(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 8, Level 1, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0008(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 1, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0009(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 2, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0010(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 3, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0011(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to

LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 4, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising P PIN No. 37883-0012(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 6, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0014(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 7, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0015(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 8, Level 2, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0016(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 2, Level 3, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0018(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 3, Level 3, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0019(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 4, Level 3, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0020(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 6, Level 3, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0022(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to

LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 7, Level 3, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0023(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

Unit 8, Level 3, Grey Standard Condominium Plan No. 83 and its appurtenant interest, being the lands comprising PIN No. 37883-0024(LT). The description of the condominium property is Part Park Lot 11 N/E Alfred St Pl Thornbury, Parts 15, 16 and 17 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; subject to as set out in Schedule "A" of the Declaration GY13774, The Blue Mountains.

THIRDLY:

Part Park Lot 11 S/W Alice St. Pl Thornbury; Part Park Lot 12, S/W Alice St. Pl Thornbury, Parts 4, 5 and 6 on Plan 16R-9321; subject to LT201, LT219, LT220, LT257; subject to easement in Gross as in GY12719; together with an easement over Grey Standard Condominium Plan No. 82 as in GY13767, The Blue Mountains, being the lands comprising PIN 37132-0007(LT).

FOURTHLY:

Part Park Lot 11 N/E Alfred St. Pl Thornbury, Part 18 on Plan 16R-9321; subject to LT220, LT221, LT222, LT256; subject to easement in Gross as in GY12719; together with an easement over Grey Standard Condominium Plan No. 83 as in GY13774, The Blue Mountains, being the lands comprising PIN 37136-0009(LT).

(collectively, the "Thornbury Property")

Schedule “B” – Form of Receiver’s Certificate

Court File No. CV-10-9004-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF AN APPLICATION UNDER
SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, C. B-3**

**AND IN THE MATTER OF SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43**

B E T W E E N:

CAREVEST CAPITAL INC.

Applicant

- and -

SILJON INVESTMENTS INC. AND SILJON FAR HILLS LTD.

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Morawetz of the Ontario Superior Court of Justice (the “Court”) dated November 30, 2010, BDO Canada Limited was appointed as the receiver (the “Receiver”) of all of the assets, undertakings, and properties of (“Siljon Investments”) and Siljon Far Hills Ltd. (“Siljon Far Hills”, and together with Siljon Investments, the “Debtors”).

B. Pursuant to an Order of the Court dated August 19, 2011, the Court granted an omnibus approval and vesting order (the “Omnibus Approval and Vesting Order”), providing for, among other things,

- (a) the Court's approval of this Transaction in respect of the Purchased Assets relating to Unit ● as described in the Sale Agreement (as defined below);
- (b) the Court's authorization of the Receiver entering into the Agreement of Purchase and Sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser"); and
- (c) the vesting in and to the Purchaser of the Debtors' right, title and interest in and to the Unit and the other assets detailed in the Sale Agreement and listed on Exhibit "A" to this Receiver's Certificate (the "Purchased Assets"), with such vesting to be effective in respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of this 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 section ● of the Sale Agreement have been satisfied or, to the extent that such conditions, could be waived, have been waived by the Receiver and the Purchaser; and (iii) the transaction described in the Sale Agreement (the "Transaction") has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Omnibus Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable pursuant to the Sale Agreement;
2. The conditions to closing as set out in section ● of the Sale Agreement have been satisfied or, to the extent such conditions could be waived, have been waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver;
4. In accordance with the provisions of the Omnibus Approval and Vesting Order, upon delivery by the Receiver of this Receiver's Certificate to the Purchaser, the Transaction is

approved and the Purchaser is vested with all of the Debtors' right, title and interest in and to the Purchased Assets; and

5. This Certificate was delivered by the Receiver at [TIME] on _____ [DATE].

- _____, 20____ **BDO CANADA LIMITED, in its capacity as Receiver of the undertaking, property and assets of SILJON INVESTMENTS INC. AND SILJON FAR HILLS LTD., and not in its personal or corporate capacity**

Per: _____
Name:
Title:

Exhibit "A" to Form of Receiver's Certificate – Purchased Assets

[NTD: provide legal description and municipal address for each condominium Unit, and additional assets, subject to the applicable Sale Agreement]

Schedule "C" – Claims to be deleted and expunged from title to the Thornbury Property

1. Instrument No. LT1084 and registered on June 12, 2006 is a Charge/Mortgage of Land (the "CareVest Charge") in the principal amount of \$24,000,000 ("Original Principal Amount") provided by Siljon Investment Inc. ("Siljon"), as Charger, Rockpoint Developments (1999) Inc. ("Rockpoint") and John D'Angelo (D'Angelo"), as Guarantors, in favour of CareVest Capital Inc. ("CareVest") as Chargee.
2. Instrument No. LT1085 registered on June 12, 2006 is a General Assignment of Rents dated June 5, 2006 between Siljon and CareVest.
3. Instrument No. GY6015 registered on December 11, 2007 is a Charge Amending Agreement dated December 5, 2007 between Siljon, as Chargor, Rockpoint and D'Angelo, as Guarantors, and CareVest, as Chargee, increasing the Original Principal Amount from \$24,000,000 to \$27,500,000 (the "Amended Principal Amount").
4. Instrument No. GY12513 registered on December 23, 2008 is a Second Charge Amending Agreement dated December 11, 2008 between Siljon, as Chargor, CareVest, as Chargee, Rockpoint, D'Angelo, Colesena Construction Ltd. ("Colesena"), Cranberry Mews Inc. ("Cranberry"), Loramountain Holdings Inc. ("Loramountain") and Lorablue Holdings Inc. ("Lorablue"), as Guarantors, increasing the Amended Principal Amount from \$27,500,000 to \$34,178,349 (the "Second Amended Principal Amount").
5. Instrument No. LT1091 dated June 2, 2006 and registered June 14, 2006 is a Charge/Mortgage of Land in the principal amount of \$2,361,000 provided by Siljon, as Chargor, in favour of The Guarantee Company of North America, as Chargee.
6. Instrument No. GY6016 registered on December 11, 2007 is a Postponement of Interest postponing Instrument No. LT1091 to Instrument No. GY6015.
7. Instrument No. GY12515 registered on December 23, 2008 is a Postponement of Interest postponing Instrument No. LT1091 to Instrument No. GY12513.
8. Instrument No. GY12755 registered on January 14, 2009 is a Postponement of Interest postponing Instrument No. LT1091 to Instrument No. GY12723.
9. Instrument No. GY12756 registered on January 14, 2009 is a Postponement of Interest postponing Instrument No. LT1084 to Instrument No. GY12723.
10. Instrument No. GY12757 registered on January 14, 2009 is a Postponement of Interest postponing Instrument No. LT1091 to Instrument No. GY12719.
11. Instrument No. GY12758 registered on January 14, 2009 is a Postponement of Interest postponing Instrument No. LT1084 to Instrument No. GY12719.
12. Instrument No. GY39933 registered on November 16, 2010 is a Construction Lien in favour of LNR Alarms Inc. as lien claimant.

13. Instrument No. GY42099 registered on January 7, 2011 is a Certificate of Action regarding the Construction Lien registered as Instrument No. GY39933.

14. Instrument No. GY47987 registered on June 3, 2011 is a Construction Lien in favour of Northwest Painting Ltd. as lien claimant.

15. Instrument No. GY50260 registered on July 21, 2011 as an order of the Ontario Superior Court of Justice to appoint BDO CANADA LIMITED as the court-appointed receiver of all of the assets, undertakings and properties of Siljon Investments Inc. and Siljon Far Hills Ltd. registered against PINs 37132-0007 (LT) and 37136-0009 (LT) only and registered against the remaining units in GSCP No. 82 and GSCP No. 83

**Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Thornbury Property
(unaffected by the Vesting Order)**

1. Instrument No. R83428 registered on June 18, 1964 is Bylaw No. 20-1964 of The Corporation of The Town of Thornbury regarding Subdivision Control.
2. Instrument No. R509478 is a Certificate of First Registration in Land Titles in favour of Siljon Investments Inc.
3. Instrument No. R509479 is a Certificate of First Registration in Land Titles in favour of Siljon Investments Inc.
4. Instrument No. LT199 registered on October 24, 2005 is a Notice of a Site Plan Agreement between Siljon Investments Inc. and The Corporation of the Town of the Blue Mountains.
5. Instrument No. LT200 registered on October 24, 2005 is a Transfer of Easement from Siljon Investments Inc. to Bell Canada.
6. Instrument No. LT201 registered on October 24, 2005 is a Transfer of Easement from Siljon Investments Inc. to Bell Canada.
7. Instrument No. LT219 registered on October 28, 2005 is a Transfer of Easement from Siljon Investments Inc. to Rogers Cable Communications Inc.
8. Instrument No. LT220 registered on October 28, 2005 is a Transfer of Easement from Siljon Investments Inc. to Union Gas Limited.
9. Instrument No. LT221, registered on October 28, 2005 is a Transfer of Easement from Siljon Investments Inc. to Rogers Cable Communications Inc.
10. Instrument No. LT222, registered on October 28, 2005, is a Transfer of Easement from Siljon Investments Inc. to Union Gas Limited.
11. Instrument No. LT256 registered on November 14, 2005 is a Transfer of Easement from Siljon Investments Inc. to Collus Power Corp.
12. Instrument No. LT257, registered on November 14, 2005, is a Transfer of Easement from Siljon Investments Inc. to Collus Power Corp.
13. Instrument No. GY12719 registered on January 13, 2009 is Transfer of Easement from Siljon Investments Inc. in favour of The Corporation of the Town of The Blue Mountains.
14. Instrument No. GY12723 registered on January 13, 2009 is a Notice with respect to an amendment to the Site Plan Agreement notice of which was registered as Instrument No. LT199, between Siljon Investments Inc. and The Corporation of the Town of The Blue Mountains.

15. Instrument No. GY13767 registered on March 12, 2009 is a Condominium Declaration.
16. Instrument No. GCP82 registered on March 12, 2009 is a Plan of Condominium.
17. Instrument No. GY14217 registered on April 1, 2009 is By-Law No. 1 of Grey Standard Condominium Corporation No. 82.
18. Instrument No. GY14218 registered on April 1, 2009 is By-Law No. 2 of Grey Standard Condominium Corporation No. 82.
19. Instrument No. GY14219 registered on April 1, 2009 is By-Law No. 3 of Grey Standard Condominium Corporation No. 82.
20. Instrument No. GY13774 registered on March 12, 2009 is a Condominium Declaration.
21. Instrument No. GCP83 registered on March 12, 2009 is the Plan of Condominium.
22. Instrument No. GY14220 registered on April 1, 2009 is By-Law No. 1 of Grey Standard Condominium Corporation No. 83.
23. Instrument No. GY14221 registered on April 1, 2009 is By-Law No. 2 of Grey Standard Condominium Corporation No. 83.
24. Instrument No. GY14222 registered on April 1, 2009 is By-Law No. 3 of Grey Standard Condominium Corporation No. 83.
25. Instrument No. GY45465 registered on April 8, 2011 by Grey Standard Condominium Corporation No. 82 is a Notice of Change of Address of the condominium corporation.

CAREVEST CAPITAL INC. - and - SILJON INVESTMENTS INC. AND SILJON FAR HILLS LTD.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**OMNIBUS APPROVAL AND VESTING
ORDER**

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