



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) THURSDAY, THE 27th
)
JUSTICE MORAWETZ) DAY OF JUNE, 2013

**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**

BETWEEN:

CAREVEST CAPITAL INC.

Applicant

- and -

SILJON INVESTMENTS INC. AND SILJON FAR HILLS LTD.

Respondents

INTERIM DISTRIBUTION 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. and Siljon Far Hills Ltd. (together, "Siljon") appointed pursuant to the Order of this Honourable Court dated November 30, 2010 (the "Appointment Order") for an order:

- (a) abridging the time for service of the Notice of Motion and the motion materials filed in support of this motion and dispensing with further service thereof;
- (b) approving the Second Report to the Court of the Receiver, dated June 18, 2013 (the “Second Report”), and the activities of the Receiver described therein;
- (c) approving the Receiver’s Statement of Receipts and Disbursements as at June 14, 2013 (the “Second R&D”);
- (d) authorizing and directing the Receiver to distribute the amount of \$500,000 to Carevest Capital Inc. (“Carevest”), in partial satisfaction of Carevest’s secured claim against Siljon, which funds represent the net proceeds received from the sale of the condominium units (the “Units”) located in Thornbury, Ontario, and shall not include, (i) the Receiver’s Deposits from Sales (as defined in the Second Report), or (ii) the funds detailed in paragraph 30 of the Appointment Order (the “Kopperud Deposits” and together with the Receiver’s Deposits from Sales, the “Deposits”);
- (e) authorizing and directing the Receiver to distribute to Carevest, from time to time, without further order of this Honourable Court, the surplus net proceeds received from the sale of the remaining Units, (which funds shall not include the Deposits), as such surplus funds become available, in partial satisfaction of Carevest’s secured claim against Siljon;
- (f) approving the form of the Reimbursement Agreement between the Receiver and Carevest, attached as Appendix “H” to the Second Report (the “Reimbursement Agreement”), and directing the Receiver to enter into the Reimbursement Agreement;
- (g) ratifying the two agreements to extend the original listing agreement between the Receiver and Chestnut Park Real Estate Limited Brokerage

dated May 17, 2011, attached as Appendix “E” to the Second Report (together, the “Listing Agreement Amendments”); and

- (h) approving the professional fees and disbursements of the Receiver and its legal counsel as set out in the Second Report;

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

ON READING the Second Report and the affidavits of the Receiver and its counsel as to fees (the “Fee Affidavits”), and on hearing the submissions of counsel for the Receiver, counsel for the Applicant, and 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 affidavit of Erika Leslie sworn June 21, 2013, filed;

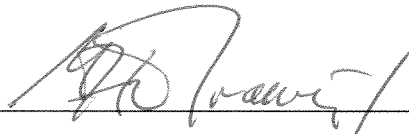
1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the motion materials filed in support of this motion hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver described therein, be and are hereby approved.
3. **THIS COURT ORDERS** that the Second R&D, be and is hereby approved.
4. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute \$500,000 (which shall not include the Deposits) to Carevest, in partial satisfaction of Carevest’s secured claim against Siljon.
5. **THIS COURT ORDERS** that nothing herein modifies or amends, or is to be construed to modify or amend, any provisions of the Appointment Order including, without limitation, paragraph 30 of such Order.
6. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute to Carevest, from time to time, without further order of this Honourable Court, the surplus net proceeds received from the sale of the remaining Units (not including the

Deposits), as such surplus net funds become available, in partial satisfaction of Carevest's secured claim against Siljon.

7. **THIS COURT ORDERS** that the form of Reimbursement Agreement be and is hereby approved and the Receiver is hereby directed to enter into the Reimbursement Agreement.

8. **THIS COURT ORDERS** that the Listing Agreement Amendments be and are hereby ratified and approved.

9. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its legal counsel, as set out in the Second Report and the Fee Affidavits, be and are hereby approved.


ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:
JUN 27 2013
NB

CAREVEST CAPITAL INC.
Applicants

**SILJON INVESTMENTS INC. and
SILJON FAR HILLS LTD.**
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

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