

This is C referred to in the
affidavit GERRY GOTFRIT
sworn before me, this 15th
day of December 2014
A COMMISSIONER FOR TAKING AFFIDAVITS

AGREEMENT

Between:

Christine De Jong Medicine Professional Corporation

"De Jong"

-and-

Ron and Norma Walton

"Walton"

-and-

United Empire Lands Ltd.

"Company"

WHEREAS De Jong and Walton intend to purchase 3270 American Drive, Mississauga, Ontario (the "Property") in February 2013 and on the closing of the transaction for the purchase of the Property put ownership of the Property in the Company's name;

AND WHEREAS De Jong will hold 716,906 shares and Walton will hold 716,906 shares in the Company;

AND WHEREAS De Jong and Walton will each provide \$716,906 to the Company for the purposes of purchasing, renovating and leasing back the Property (the "Project");

THEREFORE the parties agree as follows:

1. Walton has entered into an Agreement of Purchase and Sale to purchase the Property and the purchase is scheduled to close in February 2013.
2. Upon the closing of the purchase of the Property, the ownership of the Property shall be placed in the name of the Company.
3. Walton has arranged with the current Tenant to lease back the Property for a period of seven years.
4. Walton and DeJong intend to hold the Property in accordance with Exhibit "A".

5. De Jong wishes to own 50% of the shares in the Company in exchange for providing 50% of the equity required to complete the Project. The Company has issued sufficient shares such that De Jong has 716,906 and Walton has 716,906 voting shares of the same class.
6. The ownership of the Company will be as follows:
 - a. 50% to De Jong; and
 - b. 50% to Ron and Norma Walton as they may direct between each other or alternatively to be held by a completely Walton-owned and controlled company, provided that all covenants and agreements of Walton herein shall continue in full force and effect and such company executes an agreement to be bound by the provisions of the within Agreement.
7. The total equity in the amount of \$1,433,812 will be paid as follows:
 - a. Walton provided the initial deposit and due diligence expenses;
 - b. De Jong paid to the Company the sum of \$716,906; and
 - c. Walton will provide the balance to the Company in a timely manner as required as the Project is completed.
8. De Jong as to 50% and Walton as to 50% will each provide 50% of whatever additional capital over and above the \$716,906 each that is required to complete the Project, if any, in a timely manner.
9. In addition to managing the Property, Walton will be responsible for supervising the tenancy of the building, hiring of all consultants, designers, architects and engineers to facilitate the tenancy, finance, bookkeeping, office administration, accounting, information technology provision, filing tax returns for the Company, and fulfilling all active roles required to complete the Project.
10. De Jong shall have access to all records pertaining to the Property as they require. Any decisions concerning the selling or the refinancing of the Property will require more than 50% shareholder approval; any decisions requiring an increase in the total amount of equity required will require more than 50% shareholder approval; and any significant decisions that vary from the Project plan will require more than 50% shareholder approval.
11. If any party wishes to exit ownership of the Property going forward, the Property will be appraised by an agreed-upon appraiser and the remaining partners will have the option of purchasing the exiting party's share at fair market value within six months of notice that partner wishes to exit, failing which the Property will be listed for sale and sold and proceeds split according to ownership.

12. The Board of Directors of the Company will be composed of four directors, being Ron Walton, Norma Walton, Michael De Jong and Christine De Jong. The only shares to be issued in the Company will be as set out above, and neither party may transfer his or her shares to another party without the consent of the majority of the other parties, which consent may not be unreasonably withheld.
13. The Company will only be used to purchase, renovate, lease, and manage the Property or such other matters solely relating to the Project and the Property.
14. If the parties disagree on how to manage, supervise and complete the Project in accordance with Exhibit "A" and cannot reach agreement amongst themselves, each of them undertakes to attend a minimum of four hours of mediation in pursuit of reaching an agreement. After mediation, if there are any remaining issues to be determined, those issues in dispute shall be determined by a single arbitrator in as cost-effective a manner as possible, with no right of appeal. All costs of such mediation and/or arbitration will be borne equally by De Jong and Walton.
15. The above represents all deal terms between the parties.

Dated at Toronto, Ontario this day of FEBRUARY 2013

Christine De Jong Medicine
Professional Corporation


Michael De Jong


Christine De Jong


United Empire Lands Ltd.


Norman Walton


Ron Walton

3270 American Drive, Mississauga, Ontario
CAPITAL REQUIRED

Purchase Costs

Purchase Price	6,700,000
Mortgage fee	100,000
Lender's legal fee	25,000
Ontario Land Transfer Tax	100,500
Other fees and disbursements	60,000
for appraisal report, Phase One and Two	
Environmental Reports, Building Condition	
Assessment fees, and municipal enquiries and fees, etc.	

Total Purchase Price

\$ 6,985,500

Total Capital Required

\$ 6,985,500

Mortgage	71.58%	6.25%	\$ 5,000,000
The DeJongs	14.21%		\$ 992,750
The Waltons	14.21%		\$ 992,750

This is ^D.....referred to in the
affidavit.....GERRY GOTFRIT.....
sworn before me, this.....15th.....
day of.....December.....20.....14.....
A COMMISSIONER FOR TAKING AFFIDAVITS

CBC Business Operating Account with Additional Option Statement

Feb. 1961 to Jan. 31, 1962

အထွေထွေ အချက်အလက်

Branch-transt number: 01342

Transaction details (continued)

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Jan 07	Balance forward			81,425.05
	INTEREST TRANSFERED DIRECTLY 4506*****5529	553.52		1,742.23
	ADM DEPOSIT 3100		1,742.40	3,484.63
	BUNNINGTON BANKING CTR 55012 4506*****5529			
	ADM DEPOSIT 3007		1,742.40	5,227.03
	BUNNINGTON BANKING CTR 55012 4506*****5529			
	ADM DEPOSIT 1003		2,538.00	7,765.03
	BUNNINGTON BANKING CTR 55012 4506*****5529			
	INVESTMENT ING		5,000.00	12,765.03
Jan 11	INTEREST BILL PAYMENT DIRECTLY FED. CREDIT BUREAU 4506*****5529	142.41		12,622.62
	Check 1300 *****0000	21.71		12,599.91
Jan 14	Check 1350 *****0000	1,550.00		11,049.91
Jan 22	MISC PAYMENT PROV OF ONT MINISTRY OF HEALTH WATERBURY 01602	3,475.54	65,451.17	73,025.53
	UPPER MERIDON & QUELLEN CTR 4506*****5529			
Jan 25	PRE-PAID DEBIT ING	55,000.00		18,025.53
Jan 28	Check 9157 *****0000	151.40		17,874.13
Jan 31	BRANCH POSITD CREDIT 1002 CENT MIND 01602	512.63		17,361.50
	BRKING ON US 522.00	22.44		17,139.50
	Check 1354 *****0000	505.15		16,634.35
	Check 1356 *****0000	376.29		16,258.06
Feb 02	INVESTMENT ING		657,000.00	673,258.06
	MISC PAYMENT STATE FURN 80.2	200.16		673,057.90
Feb 04	INVESTMENT ING		55,000.00	728,057.90
Feb 25	INTEREST BILL PAYMENT DIRECTLY UNION GAS 4506*****5529	226.43		727,831.47
	ADM DEPOSIT 1003		7,530.00	735,361.47
	UPPER MERIDON & QUELLEN CTR 4506*****5529			
	Check 1300 *****0000	100.00		735,261.47
Feb 28	INTEREST BILL PAYMENT DIRECTLY ONE CANADA BUSINESS 4506*****5529	55.00		735,206.47
	Check 1353 *****0000	714.22		734,492.25
Feb 29	Check 1356 *****0000	1,451.01		733,041.24

1992-1993

1361

DATE JAN. 23/13

TO LARRY KOYER

RE Retirement Party.

DATE		BY	
BALANCE FORWARD			
THIS CHECK			75.00
DEPOSIT			
OTHER			
BALANCE			

1362

DATE JAN. 23/13

TO UNITED EMPIRE LANDS LTD.

RE AMERICAN DRIVE RECORDS

DATE		BY	
BALANCE FORWARD			
THIS CHECK			716.90
DEPOSIT			
OTHER			
BALANCE			

This is E referred to in the
affidavit GERRY GOTFRIT
sworn before me, this 15th
day of DECEMBER 20 14
A COMMISSIONER FOR TAKING AFFIDAVITS

CITATION: DBCD Spadina Ltd et al v. Norma Walton et al, 2013 ONSC 6251
COURT FILE NO.: CV-13-10280-00CL
DATE: 20131007

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

BETWEEN:

DBDC SPADINA LTD. and THOSE CORPORATIONS
LISTED ON SCHEDULE A HERETO,

Applicants

AND:

NORMA WALTON, RONAULD WALTON, THE ROSE & THISTLE GROUP
LTD. and EGLINTON CASTLE INC,

Respondents

AND

THOSE CORPORATIONS LISTED ON SCHEDULE B HERETO, TO BE
BOUND BY THE RESULT

AND BETWEEN

NORMA WALTON, RONAULD WALTON AND THOSE CORPORATIONS
LISTED ON SCHEDULE A HERETO

Applicants

AND:

DBDC SPADINA LTD, AND THOSE CORPORATIONS LISTED ON
SCHEDULE B HERETO

Respondents

BEFORE: Newbould J.

COUNSEL: *Peter H. Griffin and Shara N. Roy*, for the Applicants/Respondents
Guillermo Schible, for the Respondents/Applicants

HEARD: October 4, 2013

- Page 2 -

ENDORSEMENT

[1] There are cross-motions arising from competing applications regarding investments in 31 real estate projects by Dr. Bernstein and Norma and Ronald Walton. Dr. Bernstein has invested through corporations set up by him for each project, each of which corporation is an applicant. The Waltons invested either through their company The Rose & Thistle Group Ltd ("Rose & Thistle") or through other corporations of which they are the beneficial owners.

[2] Dr. Bernstein through his corporations has applied for an order restraining the Waltons and their corporations from breaching the agreements made between the parties and the appointment of Schonfeld Inc. as inspector under section 161(2) of the OBCA. The Waltons have applied for an order staying the application by Dr. Bernstein's corporations and directing the appointment of an arbitrator to determine "all necessary and appropriate issues" between the parties under a mediation/arbitration provision in each of the agreements covering the 31 projects.

[3] At the conclusion of the argument, I dismissed the Walton application and I granted the relief sought by Dr. Bernstein, for reasons to follow. These are my reasons.

Summary of facts

[4] Dr. Bernstein is the founder of very successful diet and health clinics. Norma Walton is a lawyer and co-founder with her husband Ronald Walton of Rose & Thistle. She is a principal of Walton Advocates, an in-house law firm providing legal services to the Rose & Thistle group of companies. She has unfortunately faced two disciplinary hearings before the LSUC related to her financial dealings with clients. Ronald Walton is also a lawyer and co-founder of Rose & Thistle and a principal of Walton Advocates

[5] Beginning in 2008, Dr. Bernstein acted as the lender/mortgagee of several commercial real estate properties owned by the Waltons either through Rose & Thistle or through other corporations of which they are the beneficial owners.

- Page 3 -

[6] Following several financings, Dr. Bernstein and the Waltons agreed to invest jointly in various commercial real estate projects. To date, Dr. Bernstein has invested approximately \$110,000,000 into 31 projects. The Waltons invested a total of \$2,500,803. The evidence before me however indicates that their equity investment has generally been recaptured by the Waltons by intercompany invoicing such that only \$351,400 of the capital investment remains in the projects.

[7] Dr. Bernstein and the Waltons entered into separate agreements which provided as follows:

- a. A new company would be incorporated for each project (the "Owner Company");
- b. Dr. Bernstein (through a company incorporated for this purpose) would hold 50% of the shares of the Owner Company;
- c. The Waltons (either directly or through a company incorporated for this purpose) would hold the other 50% of the shares of the Owner Company;
- d. Each of Dr. Bernstein and the Waltons would contribute an equal amount of equity to each project;
- e. The Waltons would manage, supervise and complete each project for an additional fee through Rose & Thistle. Rose & Thistle is not a party to the agreements;
- f. The Waltons also agreed to be responsible for the finances, bookkeeping, accounting and filing of tax returns, among other things, of the Owner Company;
- g. Each Owner Company was to have a separate bank account;
- h. Dr. Bernstein would not be required to play an active role in completing each project, but his approval would be required for:
 - i. Any decisions concerning the selling or refinancing of each property;
 - ii. Any decisions concerning the increase in the total amount of equity required to complete each project; and
 - iii. Any cheque or transfer over \$50,000.
- i. The Waltons agreed to provide Dr. Bernstein with:
 - i. Ongoing reports on at least a monthly basis detailing all items related to each property;

- ii. Copies of invoices for work completed each project monthly;
- iii. Bank statements monthly; and
- iv. Listing of all cheques monthly;
- j. Upon sale of a property, Dr. Bernstein and the Waltons would receive back their capital contribution plus a division of profits; and
- k. The agreements generally provided that Dr. Bernstein and Norma Walton were to be the sole directors of the Owner Company.

[8] A review by James Reitan, director of accounting and finance at Dr. Bernstein Diet and Health Clinics, in the early summer of 2013 and into early September 2013 revealed that:

- a. The Waltons were not making their portion of the equity investments into the properties;
- b. The Waltons appeared to be taking on third party investors in the projects;
- c. The Waltons were engaged in significant related party transactions in respect of the projects through and using Rose & Thistle;
- d. Dr. Bernstein's approval was not being sought for any of the matters set out in subparagraph 7(h) above;
- e. Dr. Bernstein was not receiving any of the required reporting, set out in subparagraph 7(i) above;
- f. The mortgage payment for August 2013 for 1450 Don Mills did not go to the mortgagee, Trez Capital, but to Rose & Thistle. No documentation has been provided to confirm that the payment was made from Rose & Thistle to Trez Capital. There is no legitimate purpose for the payment going through Rose & Thistle;
- g. Additional mortgages of \$3 million each were placed on 1450 Don Mills Road and 1500 Don Mills Road on July 31, 2013 and August 1, 2013 respectively, of which Dr. Bernstein had no knowledge and which he did not approve;
- h. It appears that there has been extensive co-mingling of the Owner Companies' funds with and into the bank accounts of Rose & Thistle;
- i. Rose & Thistle has removed funds from the Owner Companies, which have been recorded as intercompany amounts owing from Rose & Thistle to the Owner Companies;

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- j. Rose & Thistle has rendered invoices to the Owner Companies, which in some cases have the effect only of reducing the intercompany amount owed by Rose & Thistle, for work and services that have yet to be performed;
- k. The Waltons have entered into a series of transactions which have the result of reversing equity contributions made by them and immediately removing equity contributions by the Applicants; and
- l. The Owner Companies have incurred significant interest and penalty charges for late penalties of utilities, without explanation.

[9] On September 20, 2013, Dr. Bernstein appointed Schonfeld Inc. on behalf of the applicants to gather information related to the Owner Companies, the projects and the properties. Schonfeld Inc. has not been granted complete access to the documents (including bank statements, invoices and other documentation) related to 22 of 31 projects. Ms. Walton has indicated that she requires a further matter of weeks to make available the documents for the remainder of the projects.

Arbitration provision

[10] The arbitration clause is a mediation/arbitration clause that is substantially similar in all the agreements. It provides:

If the parties disagree on how to manage, supervise and complete the Project in accordance with Exhibit "A" and cannot reach agreement amongst themselves, each of them undertakes to attend a minimum of four hours of mediation in pursuit of reaching an agreement. After mediation, if there are any remaining issues to be determined, those issues in dispute shall be determined by a single arbitrator in as cost-effective a manner as possible; with no right of appeal.
(underlining added)

[11] The agreements provide that the Waltons will manage and supervise the project and ensure it is completed according to the proposal attached as Exhibit "A" to the agreement. Exhibit A to the agreement is essentially a project plan. It provides that the Waltons will do such things as engage architects and engineers, apply for building permits, arrange for quotes from trades, roll out construction, advertise for lease, refinance and pay out capital and profits to the investors.

[12] Mr. Schible contends that what is in dispute is covered by the arbitration clause. That is, there is a disagreement on how the projects are to be managed supervised and completed. Mr.

Griffin contends that the dispute is quite different and involves breaches of the agreements. He points to the various provisions in the agreement which he says have been breached. They are set out in paragraph 7 above.

[13] In my view, Mr. Griffin is right. If something has been expressly agreed in the agreement, there can be no disagreement about that. As well, the provisions claimed to be have been breached are not provisions provided for in Exhibit A to the agreements but rather are provisions contained in the body of the agreements themselves. As examples, the agreements provide that any decisions requiring refinancing will require Dr. Bernstein's approval and any cheque or transfer over \$50,000 will require his signature. If these provisions were not followed, the issue would be breach of contract and not a disagreement "on how to manage, supervise and complete the Project".

[14] The arbitration clause is narrowly written. It does not provide, as many arbitration agreements provide, that it is to cover any claims or disputes arising out of the agreement. It only covers a disagreement on things not agreed relating to the managing, supervision and completion of the project according to the proposal contained in Exhibit A.

[15] Mr. Schible relies on section 17(1) of the *Arbitration Act, 1991* which provides that an arbitral tribunal may rule on its own jurisdiction to conduct the arbitration. This is a reflection of the competence-competence principle in arbitration that arbitrators are competent to rule on their own jurisdiction. However, I do not think that this section is of assistance to the Waltons.

[16] The general rule is that it is not for the court on an application for a stay of proceedings to reach any final determination as to the scope of the arbitration agreement. That is a matter within the jurisdiction of the arbitral tribunal. However, where it is clear that the dispute is outside the terms of the arbitration agreement, the court may and should reach such a final determination on an application for a stay of proceedings. See *Dallimpex Ltd. v. Janicki* (2003), 64 O.R. (3d) 737 (C.A.) para. 21.

[17] In my view, it is very clear that the claims of Dr. Bernstein for breach of contract and for relief under the OBCA resulting from breach of contract are claims that are outside the terms of the arbitration agreement. Thus I decline to stay the claims of Dr. Bernstein in this court.

Request for an inspector

[18] The claims of Dr. Bernstein contained in the affidavit material filed on his behalf contain evidence of breaches of agreement. The affidavit of Ms. Walton filed in response contains much invective against Dr. Bernstein but little in the way of answering the specific points raised in the evidence filed on behalf of Dr. Bernstein.

[19] I need not refer to all of the evidence, but a reference to some of the evidence is telling.

[20] The agreements required the Waltons to provide equity to the projects. Mr. Reitan's affidavit discloses that of \$2,500,803 in equity contributions made by the Waltons, \$2,150,000 of these contributions have been reversed, as disclosed in journal entries attached to his affidavit. No answer to this has been provided by Ms. Walton, the only person to provide any evidence on behalf of the Waltons.

[21] The agreements also provided that the only shares to be issued were to Dr. Bernstein's corporations or to the Walton's corporations and neither could transfer shares to another party without the consent of the other party. However, the evidence discloses that the Waltons have taken on new equity investors in at least one project, without the agreement of Dr. Bernstein.

[22] The agreements provided that any refinancing had to be approved by Dr. Bernstein. However, as a result of a title search on all properties obtained by Mr. Reitan, it was learned that mortgages of \$3 million each were placed on 1450 Don Mills Road and 1500 Don Mills Road on July 31, 2013 and August 1, 2013. Dr. Bernstein had no knowledge of them and did not approve them.

[23] At a meeting on September 27, 2013, Ms. Walton informed Mr. Reitan and Mr. Schonfeld that the Waltons are in control of the \$6 million of mortgage proceeds (rather than the monies being in the control of the respective the Owner Companies), but refused to provide evidence of the existence of the \$6 million. Ms. Walton has also failed to date to provide the reporting letter from the lawyers involved. Ms. Walton stated that she would only provide further information regarding the two mortgages in a without prejudice mediation process.

[24] This evidence is particularly troubling and indicates a less than honest and open approach to Dr. Bernstein, who never approved the mortgage loans in the first place as he was contractually entitled to do. The responding affidavit of Ms. Walton is also troubling for what it does not disclose. In her affidavit, Ms. Walton stated that she has made arrangements to discharge the mortgage on 1500 Don Mills Road and to transfer the money obtained from the mortgage on 1450 Don Mills Road into the account of the owner company (Global Mills Inc.). She does not provide any information of where the money currently is, why the money was not deposited and held in the owner companies' accounts when obtained or why she requires a further number of weeks to effect the transfer.

[25] Mr. Reitan's affidavit also discloses that mortgage payments are being made to Rose & Thistle by the owner companies rather than the named mortgagee, and there is no confirmation that the mortgage payments have been made to the mortgagee by Rose & Thistle. Mr. Reitan's supplementary affidavit discloses that shortly after Dr. Bernstein made equity contributions on four properties, Rose & Thistle transferred substantial amounts to its own account. Under the agreements, the money was to go into an equity account.

[26] The grounds to order an investigation are contained in section 161(1) and (2) of the OBCA. On this motion, Dr. Bernstein relies on section 162(2)(b). The relevant provisions are:

161. (1) A registered holder or a beneficial owner of a security ... may apply, without notice or on such notice as the court may require, to the court for an order directing an investigation to be made of the corporation or any of its affiliates.

Idem

(2) Where, upon an application under subsection (1), it appears to the court that,

...

(b) the business or affairs of the corporation or any of its affiliates are or have been carried on or conducted, or the powers of the directors are or have been exercised, in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregards, the interests of a security holder;

...

the court may order an investigation to be made of the corporation and any of its affiliates.

[27] In my view, on the record before me Dr. Bernstein has met the test required for an investigation to be ordered. To put on two mortgages for \$6 million without the required agreement of Dr. Bernstein and then refuse to disclose what happened to the money except in a without prejudice mediation meets the higher test of oppression, let alone the lesser test of unfairly disregarding the interests of Dr. Bernstein. The other examples of the evidence I have referred, as well as the failure to provide monthly reports on the projects to Dr. Bernstein, are clearly instances of the Waltons unfairly being prejudicial to and unfairly disregarding the interests of Dr. Bernstein, a 50% shareholder of each of the owner corporations.

[28] Ms. Walton contends in her affidavit that the appointment of an inspector would likely preclude the respondents from further discharging their accounting and reporting functions. I fail to see how this could be the case, and in any event the evidence is clear that the Waltons have failed to properly provide monthly reports.

[29] Further Ms. Walton says that she and her husband hold legal files in their office and that no material should be provided to the inspector or Dr. Bernstein's people until some protocol has been established to protect the confidentiality of solicitor-privileged documents. I do not think that it is appropriate to delay the work of the inspector. Any documents in the possession of the Waltons or their companies dealing with the affairs of the owner corporations could not be privileged as against Dr. Bernstein or his corporations, as he through his corporations is a 50% owner of the owner corporations. Any documents that the Waltons or their companies have for corporations other than the owner corporations may be relevant depending on whether they have been used for business of the owner corporations or have received money belonging to the owner corporations. If there are documents in those corporations that are the subject of solicitor-client privilege, that privilege can be asserted.

[30] The order appointing the inspector provides that the inspector shall isolate and protect any privileged documents unrelated to the matters under investigation and that in the event of any claim of solicitor-client privilege directions may be sought from the Court.


[31] The order also provides that all lawyers acting on the purchase and financing of the properties for any of the respondents and the owner corporations are to make available all

requested documents to the inspector without the assertion of privilege. This is a reflection of the fact that there could be no privilege asserted against Dr. Bernstein or his corporations.

[32] In the circumstances, Dr. Bernstein's corporations are entitled to an investigation of the affairs of the owner corporations and the appointment of Schonfeld Inc. as an inspector of those corporations to investigate and report to the Court.

[33] In light of the evidence, Dr. Bernstein's corporations are also entitled to an order restraining the respondents from (i) causing any dealings with the underlying real estate of the owner corporations except in the ordinary course of business or for amounts not exceeding \$50,000 or (ii) encumbering any of the properties without the express consent of the applicants or further order of this court. These are orders simply enforcing contractual terms.

[34] The order signed on October 4, 2013 reflects the comments in this endorsement.


Newbould J.

Date: October 7, 2013

This is F referred to in the
affidavit GERRY GOTFRIT
sworn before me, this 15th
day of December 2014
A COMMISSIONER FOR TAKING AFFIDAVITS

Wellesley Branch
56 Wellesley Street W., Suite 103
Toronto Ontario M5S 2S3
416.928.6468

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007626

Statement Period Ending: January 31, 2013
Account Number: 9782327

United Empire Lands Ltd.
30 Hazelton Ave.
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - United Empire Lands Ltd.

Date	Account Activity	Withdrawals	Deposits	Balance
31-Dec-2012	Balance Forward			90.00
14-Jan-2013	Transfer Out	-25.00		65.00
	Membership share			
	To shrmem			
28-Jan-2013	Cheque Deposit		716,906.00	716,971.00
28-Jan-2013	Transfer Out	-100,000.00		616,971.00
	7311954 Wellesley cheq			
28-Jan-2013	Transfer Out # 051915078	-293,600.00		323,371.00
	7311954 Wellesley cheq			
29-Jan-2013	Transfer Out # 045726765	-65,750.00		257,621.00
	7311954 Wellesley cheq			
30-Jan-2013	Transfer Out # 034004615	-34,400.00		223,221.00
	7311954 Wellesley cheq			
30-Jan-2013	Transfer Out # 035355968	-700.00		222,521.00
	7311954 Wellesley cheq			
30-Jan-2013	Transfer Out # 041422968	-7,000.00		215,521.00
	7311954 Wellesley cheq			
31-Jan-2013	Transfer Out # 125711312	-32,750.00		182,771.00
	7311954 Wellesley cheq			
31-Jan-2013	Transfer Out # 052318750	-172,650.00		10,121.00
	7311954 Wellesley cheq			
31-Jan-2013	Transaction Fees	-5.00		10,116.00
	Account Totals	706,880.00	716,906.00	10,116.00

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sworn before me, this 15th
day of DECEMBER 2014
A COMMISSIONER FOR TAKING AFFIDAVITS

Member Number: 7311954
Member Name: The Rose And Thistle Group Ltd

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
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*28-Jan-2013	Transfer In 9782327 wellesy cheq [REDACTED]		100,000.00	[REDACTED]
*28-Jan-2013	Transfer In 9782327 wellesy cheq [REDACTED]		293,600.00	[REDACTED]

Member Number: 7311954
Member Name: The Rose And Thistle Group Ltd

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
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* 29-Jan-2013	Transfer In 9782327 wellesly cheq		65,750.00	
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* 30-Jan-2013	Transfer In 9782327 wellesly cheq		34,400.00	
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* 30-Jan-2013	Transfer In 9782327 wellesly cheq		700.00	
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* 30-Jan-2013	Transfer In 9782327 wellesly cheq		7,000.00	
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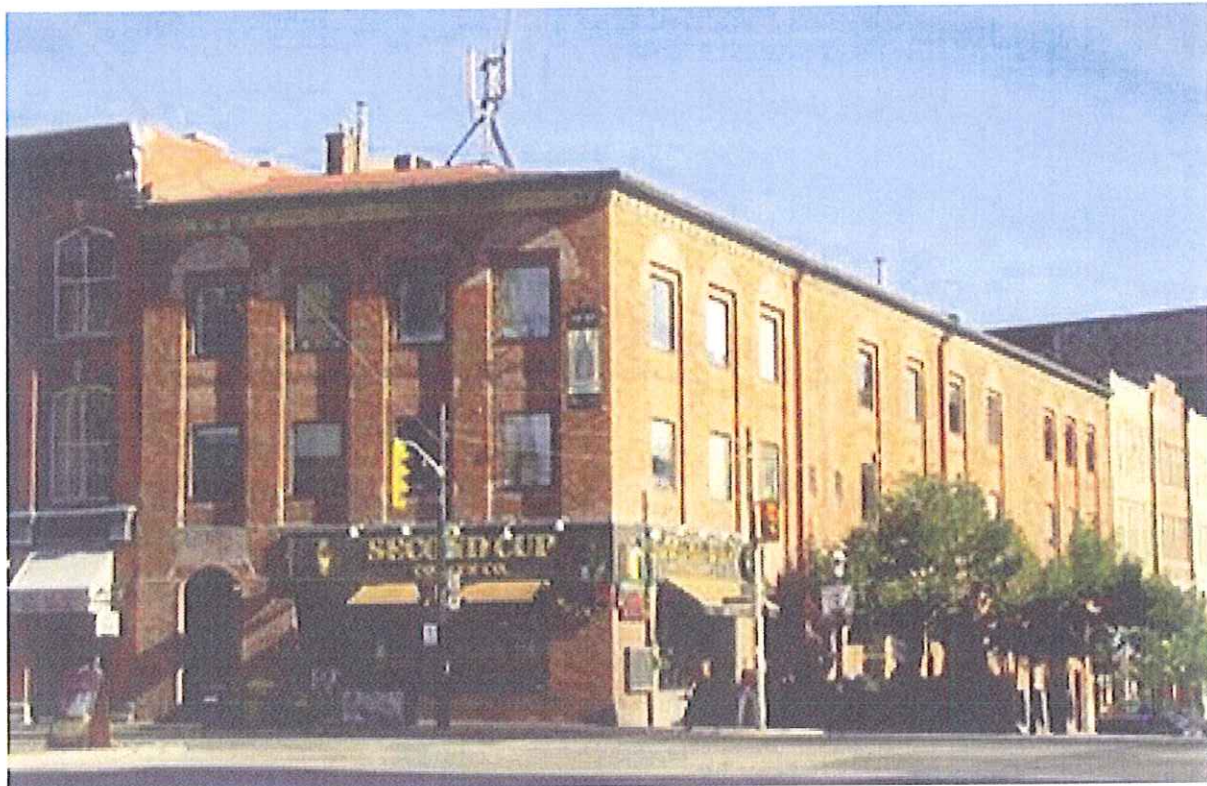
Member Number: 7311954
Member Name: The Rose And Thistle Group Ltd

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
* 31-Jan-2013	Transfer In 9782327 wellesy cheq		32,750.00	

* 31-Jan-2013	Transfer In 9782327 wellesy cheq		172,650.00	
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This is Exhibit H referred to in the
affidavit of GERRY GOTFRIT
sworn before me, this 15th
day of DECEMBER 2014
A COMMISSIONER FOR TAKING AFFIDAVITS

SHAREHOLDERS AGREEMENT
FOR
FRONT CHURCH PROPERTIES LIMITED



65 Front Street East
March 1, 2007

Prepared by: The Rose and Thistle Group Ltd.
30 Hazelton Avenue
Toronto, Ontario M5R 2E2
(416) 489-9790
Fax: (416) 489-9973

SHAREHOLDERS' AGREEMENT

THIS AGREEMENT is made as of and from the 1st day of March, 2007.

B E T W E E N:

All those persons or entities listed in Schedule « A »
(collectively, the "Common Shareholders")

- and

All those persons or entities listed in Schedule "B"
(collectively, the "Preferred Shareholders")

-and-

Ronauld and Norma Walton
(collectively, the "Principals")

- and -

Front Church Properties Limited, a corporation incorporated under the
laws of Ontario
(the "Corporation")

RECITALS:

(A) The Corporation was formed to own 65 Front Street East in Toronto, Ontario (the "Property").

(B) The authorized capital of the Corporation consists of an unlimited number of common shares, of which 1,260,000 common shares are issued and outstanding as at the date hereof, and a maximum of 2,500,000 preferred shares of which 2,500,000 preferred shares are issued and outstanding as at the date hereof.

(C) As at the date of this Agreement, all of the issued and outstanding common shares of the Corporation are legally and beneficially owned by the persons and entities listed in Schedule "A", with the Principals owning 50.4% of the issued and outstanding common shares.

(D) As at the date of execution of this Agreement, all of the issued and outstanding preferred shares of the Corporation are legally and beneficially owned by the persons and entities listed in Schedule "B", with such shares being secured by a registered \$2,500,000 mortgage against the Property.

(E) The parties have agreed to enter into this Agreement to provide for certain rights and obligations concerning the Corporation and to record their agreement as to the manner in which the business and affairs of the Corporation shall be conducted.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and for other good and valuable consideration, the parties agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions: In this Agreement:

- (a) "Business Corporations Act" means the *Business Corporations Act* (Ontario), as amended or re-enacted from time to time;
- (b) "GAAP" means generally accepted accounting principles in effect in Canada including, without limitation, the accounting recommendations published in the Handbook of the Canadian Institute of Chartered Accountants;
- (c) "Income Tax Act" means the *Income Tax Act* (Canada) as amended or re-enacted from time to time;

1.2 Terms Not Defined in Agreement: Unless otherwise provided in this Agreement, all terms not so defined in this Agreement shall have the meanings given to them in the Business Corporations Act or the Income Tax Act, as the case may be.

1.3 GAAP: Unless otherwise specified, any financial statements to be prepared in respect of any accounting period are to be prepared in accordance with GAAP applied on a basis consistent with that of the prior accounting period.

SECTION 2 MANAGEMENT

2.1 Number of Directors: The board of directors of the Corporation currently consists of two directors, currently being the two Principals. If in future one of the Common Shareholders, other than the Principals, wants to appoint a third director, they may do so.

2.2 Election of Directors: The Common Shareholders shall vote at all meetings of the Shareholders and act in all other respects in connection with the corporate proceedings of the Corporation. The Preferred Shareholders will not be entitled to receive notice of or vote at regular Shareholders meetings except those called for the purpose of authorizing the dissolution of the Corporation or for the sale, lease or exchange of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation, or any meetings of shareholders called for the purpose of changing the rights and entitlements related to the Preferred Shares.

2.3 **Officers:** The officers of the Corporation shall be the Principals.

2.4 **Accountants:** The accountants of the Corporation shall be Geoff Crewe C.A. at Harris Chong & Crewe LLP, or such other accountant as may be agreed upon from time to time by the Common Shareholders. The Shareholders hereby agree to waive the requirement to appoint auditors unless required by law.

2.5 **Financial Year End:** The financial year of the Corporation shall end on December 31 in each year.

2.6 **Unforeseen expenses:** No shareholder, other than the Principals, shall be responsible for providing capital to pay for unforeseen expenses. The Principals will fund any such expenses and will be repaid by the Corporation, with reasonable interest and fees, at such time as the Corporation has sufficient capital to re-pay such capital infusions.

SECTION 3 DEALING WITH SHARES

3.1 **Ownership of Shares:** The Shareholders acknowledge that at the date of this Agreement all of the issued and outstanding Shares are legally owned in accordance with Schedules "A" and "B".

3.2 **Beneficial Owner:** Each Shareholder represents and warrants to the other Shareholders that he/she is the beneficial owner of the Shares legally owned as at the date of this Agreement, and shall advise the Principals if he/she is no longer the beneficial owner of such shares going forward.

3.3 **Outstanding Shares:** The Corporation represents and warrants to the Shareholders that the Shares described above are the only issued and outstanding shares of the Corporation at the date of this Agreement and there are no outstanding options or other rights obligating the Corporation to issue additional shares to any person.

3.4 **Restrictions on Transfer of Shares:** No Shareholder shall directly or indirectly sell, assign, transfer, devise, bequeath, give, mortgage, charge, pledge, create a lien against, or otherwise encumber or dispose of any Shares or permit those Shares to become encumbered except (i) as otherwise permitted by this Agreement; (ii) or with the prior written consent of the Principals, with such consent not to be unreasonably withheld.

SECTION 4 VALUATION OF SHARES

4.1 **Valuation of Shares:** The shares will be valued in accordance with Schedule "C". The annual gross revenues of the corporation less the annual expenses not including interest shall be determined, to arrive at a net income number prior to payment of interest. That net income number will then be divided by 7% and the corresponding value will represent the value of the Property as a whole. The first mortgage debt will be subtracted from that value, as

will the preferred shareholders' share capital and any cumulative dividends owing but not yet paid. 90% of the remainder will represent the value of all Common Shares outstanding and 10% of the remainder will be added to the Preferred Shares' value, over and above the share capital and dividends outstanding.

SECTION 5

SALE OF SHARES ON DEATH AND OTHER TRIGGERING EVENTS

5.1 Death of Individual Shareholder other than Principals: A Common or Preferred Shareholder's estate shall become the owner of shares upon death, and shall be subject to all obligations and entitled to all rights that flow from being a shareholder of the Corporation.

5.2 Death of Principal Shareholders: Both Principal Shareholders have arranged life insurance in the amount of \$1 million each with the Corporation as beneficiary. Upon each of their deaths, the Corporation will be paid \$1 million. Upon the death of the last Principal Shareholder, the life insurance proceeds will be used to pay the ongoing obligations of the Corporation pending sale of the Property, to ensure there are more than adequate funds available to satisfy all outstanding obligations to Shareholders.

5.3 Redemption of Preferred Shares: Either the Preferred Shareholder or the Corporation can redeem shares on December 1, 2008; September 1, 2010, or any date thereafter by paying to the Preferred Shareholder (1) the amount in their stated capital account, (2) all cumulative dividends which have not yet been paid, and (3) that Preferred Shareholder's proportionate share of 10% of the capital appreciation of the Property from the date of that Shareholder's investment to the date of redemption, as more specifically set out in Schedule "C".

5.4 Redemption of Common Shares: A non-Principal Common Shareholder may redeem shares on September 1, 2011 or any date thereafter by tendering its shares to the Corporation. Upon receipt of the shares, the Corporation and the Principals will be obligated to pay to the Common Shareholder within 60 days of tender the value of the Common Shares determined in accordance with the formula set out in Schedule "C".

5.5 Bankruptcy of Shareholder: If a Shareholder declares bankruptcy, the Corporation may redeem his/her shares within 60 days of being advised of the bankruptcy on the terms set out in Schedule "C".

SECTION 6

RIGHT OF FIRST REFUSAL

6.1 Offer to Sell: If any Shareholder (the "Offeror") wishes to sell all, but not less than all, of the Shares owned by it, the Offeror shall give notice in writing ("Notice of Offer to Sell") to the Principals of its desire to sell and the purchase price for such Shares which, for greater certainty shall be for cash consideration only, and any other terms and conditions of the sale.

6.2 **Notice of Offer to Sell:** The Notice of Offer to Sell shall constitute an irrevocable offer by the Offeror to sell to the other Shareholders (the "Offerees") the Shares specified in the Notice of Offer to Sell (the "Offered Shares") at the cash price and on the other terms and conditions contained in the Notice of Offer to Sell.

6.3 **Purchase of Offered Shares:** If the Offerees desire to purchase all, but not less than all, of the Offered Shares, they shall within 30 days after the receipt of the Notice of Offer to Sell (the "Exercise Period") give written notice to the Offeror of their agreement to purchase the Offered Shares ("Notice of Exercise of First Refusal Right"). Each Offeree may purchase its Pro Rata Proportion of the Offered Shares and may also purchase her Pro Rata Proportion of any Offered Shares which any other Offerees have declined to purchase.

6.4 **Notice of Exercise of First Refusal Right:** If the Offerees agree to purchase the Offered Shares, the transaction of purchase and sale shall be completed on or before the 30th day after receipt by the Offeror of the Notice of Exercise of First Refusal Right (the "Closing Date").

6.5 **If no Offerees agree to purchase:** If no Offerees agree to purchase the Offered Shares, the Offeror can sell them to a third party purchaser on the same terms and conditions as contained in the Notice of Offer to Sell.

SECTION 7 GENERAL

7.1 **Assignment and Enurement:** Except as expressly provided under this Agreement, no party may assign this Agreement without the prior written consent of all the Shareholders. This Agreement enures to the benefit of and binds the parties, their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns and all transferees of Shares.

7.2 **Further Assurances:** Each party shall from time to time promptly execute and deliver and take all further action as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated by this Agreement.

7.3 **Remedies Cumulative:** The rights and remedies under this Agreement are cumulative and in addition to, and not in substitution for, any other rights and remedies, available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

7.4 **Binding Effect.** This Agreement shall enure to the benefit of and be binding upon the Shareholders and any person who shall from time to time become a shareholder of the Corporation, the directors and all other persons who become directors of the Corporation, and their respective heirs, executors, administrators, legal and personal representatives, successors and assigns.

7.5 Counterparts: This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

7.6 Amendments: Except as expressly provided in this Agreement, no amendment, supplement, restatement, replacement or termination of any provision of this Agreement is binding unless it is in writing and signed by all the Shareholders that are, at the time of the amendment, supplement, restatement, replacement or termination, parties to this Agreement.

7.7 Governing Law: This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by, and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

7.8 Conflict: If there is a conflict between the provisions of this Agreement and the articles or by-laws of the Corporation, the provisions of this Agreement prevail and the articles and by-laws of the Corporation are deemed to be amended accordingly. If there is a conflict between any provision of this Agreement and any other document contemplated by or delivered under or in connection with this Agreement, the relevant provision of this Agreement is to prevail.

7.9 Severability: If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

7.10 Time of Essence: For every provision of this Agreement, time is of the essence.

7.11 Entire Agreement: This Agreement and all documents contemplated by or delivered under or in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

7.12 Termination: Except as otherwise provided, this Agreement shall terminate upon the earlier of:

- (a) the written agreement of all the Shareholders; or
- (b) one Shareholder becoming the owner of all of the Shares.

7.13 **Survival:** All obligations of the parties which expressly or by their nature survive termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination of this Agreement until they are fully satisfied or by their nature expire. Unless otherwise provided in this Agreement, no party shall by reason of termination of this Agreement be relieved of any obligation or liability towards any other party accrued under this Agreement before termination, and all those obligations and liabilities shall remain enforceable until they are fully satisfied or by their nature expire.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND)
DELIVERED)
 in the presence of:)

FRONT CHURCH PROPERTIES LIMITED

Per: _____ c/s
 Norma Walton

NORMA WALTON

RONAULD WALTON

1607544 ONTARIO INC.

Per: _____ c/s
 Fareed Ansari

DANNY SERVOS

GABRIELE SERVOS

STEPHEN A. KOLLINS LIVING TRUST

Per: _____ c/s
Stephen Kollins

1552111 ONTARIO INC.

Per: _____ c/s
Andrea Pyman

GIDEON LEVYTAM

IRENE LEVYTAM

STOCKTON AND BUSH PROPERTY MANAGEMENT INC.

Per: _____ c/s
Gerry Gotfrit

MICHAEL DE JONG HOMES INC.

Per: _____ c/s
Michael De Jong

KOLLINS FAMILY LIMITED PARTNERSHIP

Per: _____ c/s
Stephen Kollins

1607545 ONTARIO INC.

Per: _____ c/s
David Rawlings

MIKE COWAN

MICHELLE TESSARO

DUNCAN COOPLAND

MARSHA HANNA

DENNIS CONDOS

IRENE CONDOS

OLEV MAIMETS

JPA MANAGEMENT CONSULTING INC.

Per: _____ c/s
Philip Aber

JOHN KORCHYSNKI

SHEILA KORCHYNSKI

NAGLIE INVESTMENTS LIMITED

Per: _____ c/s
Harvey Naglie

SNOWDON SERVICES INC.

Per: _____ c/s
John Rawlings

ESTELLE AGASEE

EARL DAVIS

SCHEDULE A

635,000 shares

Ron and Norma Walton as joint tenants with right of survivorship

625,000 shares

1607544 Ontario Inc.

1,260,000 shares

SCHEDULE B
LIST OF PREFERRED SHAREHOLDERS

315,000 shares	Danny and Gabriele Servos as joint tenants with right of survivorship
234,788 shares	Stephen A. Kollins Living Trust
200,000 shares	1607544 Ontario Inc.
200,000 shares	1552111 Ontario Ltd.
150,000 shares	Gideon and Irene Levytam as joint tenants with right of survivorship
150,000 shares	Stockton and Bush Property Management Inc.
131,500 shares	Michael De Jong Homes Inc.
117,020 shares	Kollins Family Limited Partnership
115,500 shares	1607545 Ontario Inc.
111,192 shares	Norma and Ron Walton as joint tenants with right of survivorship
105,000 shares	Mike Cowan
100,000 shares	Michelle Tessaro
78,750 shares	Duncan Coopland
78,750 shares	Marsha Hanna
75,000 shares	Dennis and Irene Condos as joint tenants with right of survivorship
52,500 shares	Olev Maimets
50,000 shares	JPA Management Consulting Inc.
50,000 shares	John and Sheila Korchynski as joint tenants with right of survivorship
50,000 shares	Naglie Investments Limited
50,000 shares	Snowdon Services Inc.
42,500 shares	Estelle Agasee
<u>42,500 shares</u>	Earl Davis
2,500,000 shares	

SCHEDULE C VALUATION OF PROPERTY

- Step 1: Determine Gross Annual Rental Revenues at time of valuation
- Step 2: Determine Annual Expenses before interest payments at time of valuation
- Step 3: Subtract Expenses from Revenues to arrive at Net Income before Interest
- Step 4: Divide Net Income before Interest by 7% to arrive at New Value
- Step 5: Subtract from New Value the amount of \$7,629,108, being the Value as of March 1, 2007, to arrive at the Increase in Value from March 1, 2007 to the Valuation Date
- Step 6: 10% of the Increase in Value will be proportionally divided amongst Preferred Shareholders in addition to their capital investment and 90% of the Increase in Value will accrue to Common Shareholders in addition to their capital investment
- Step 7: Add the Increase in Value (either 10% or 90%) to the original investment amount to determine value of Shares on Valuation Date

Example below:

Sample Income and Expense Statement at Valuation Date Steps 1, 2 and 3			
Revenues:			
Rental Revenues:	\$844,000		
Less vacancy expense	<u>\$11,000</u>		
Total Revenues:		\$833,000	
Expenses before interest payments:			
Property taxes:	\$145,150		
Utilities:	\$58,200		
Property management fees:	\$25,320		
Repairs and maintenance:	\$19,800		
Cleaning expenses and supplies:	\$19,500		
Insurance:	<u>\$9,943</u>		
Total Expenses before interest payments:		<u>\$277,913</u>	
Net Income before interest:			\$555,087
Sample Building Value at Valuation Date Step 4			
Net Income before interest:	\$555,087		
7% capitalization rate:	\$7,929,814		

Step 5

Building Value at Valuation Date:	\$7,929,814
Less Building Value at March 1, 2007:	\$7,629,108
Increase in Value of Building:	\$300,706

Sample Distribution of Increase in Building Value
Step 6

Increase in Value of Building:	\$300,706
To Preferred Shareholders:	\$30,071
To Common Shareholders:	\$270,636

Sample Determination of Value of Shares
Step 7

Value of Sample Preferred Share Investment on Valuation Date

Preferred shares:	\$2,500,000
Plus Preferred Shareholder portion of Increase in Value:	\$30,071
Total owing to Preferred Shareholders:	\$2,530,071
Increase by percentage:	1.20%
in addition to interest income already received	

Value of Sample Common Share Investment on Valuation Date

Common shares:	\$1,260,000
Plus Common Shareholder portion of Increase in Value:	\$270,636
Total owing to Common Shareholders:	\$1,530,636
Increase by percentage:	21.48%

This is Exhibit 1 referred to in the
affidavit GERRY GOTFRIT
sworn before me, this 15th
day of DECEMBER 2014
A COMMISSIONER FOR TAKING AFFIDAVITS



May 23, 2014

Norma Walton B.A., J.D., M.B.A.
The Rose & Thistle Group Ltd.
30 Hazelton Avenue
Toronto, Ontario
M5R 2E2

Dear Norma:

Re: United Empire Lands Ltd.

You asked us to review the use of funds received from Christine De Jong Medical Professional Corporation ("De Jong") for an investment in United Empire Lands Ltd. ("United Empire"), the company that owns 3270 American Drive. You would like the detail, with appropriate supporting documents, of how these funds were disbursed after they were transferred to the clearing account of The Rose & Thistle Group Ltd. ("Rose & Thistle").

We reviewed credit union statements and detailed general ledger details for United Empire, for Rose & Thistle and for entities that received larger amounts of funds. Our review focused on the period from January 28, 2013 to April 2, 2013.

Summary

De Jong proceeds of \$716,906 were deposited to United Empire's credit union account on January 28, 2013 and \$706,850 was transferred from that account to Rose & Thistle over the four day period from January 28 to 31, 2013 (**Exhibit 1**). The use of these funds by Rose & Thistle is summarized in **Schedule 1**. In summary, these funds were comingled with \$230,850 from Schedule B companies (companies owned jointly by Dr. Bernstein and the Waltons) and \$25,610 from other sources. Of these comingled funds, \$746,775 was transferred to Schedule B companies.

Assuming that deposits from Schedule B companies were used to fund disbursements to Schedule B companies, which is consistent with the timing of deposits and disbursements through the Rose & Thistle account, approximately \$515,000 of the De Jong funds were transferred to Schedule B companies and the balance to Walton-related companies.



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The primary Schedule B companies receiving funds were:

1. **Skyway Holdings.** A \$100,000 transfer from United Empire to Rose & Thistle was immediately transferred to Skyway Holdings, where it was comingled with a deposit of \$652,650 from a Dr. Bernstein company to fund a payment of \$751,490.85 to DeVry Smith Frank LLP in trust;
2. **Twin Dragons Corporation.** A \$154,250 transfer to Twin Dragons was used to fund the payment of numerous trade creditors. The deposit was not entered into the general ledger, and the entity was identified by the account transfer number on the bank statement; and
3. **Royal Agincourt.** A \$68,500 transfer to Royal Agincourt was combined with a further \$35,529.46 from Walton Group companies (Plexor Plastic and Handy Home Products), and other smaller deposits, to make a \$48,000 mortgage payment to Harbour Mortgage and a further \$72,093.61 mortgage interest payment to HMT Holdings.

Deposit Details

The financial records for United Empire disclose a deposit of \$716,906 on January 28, 2013 attributed to the De Jong investment. These funds were deposited to a Meridian Credit Union account in the name of United Empire. Between January 28 and 31, 2013, \$706,850 was transferred from this account to Rose & Thistle, leaving a balance in the United Empire account of \$10,121. The remaining De Jong funds in the United Empire account were used to fund an initial deposit on the property of \$10,000 paid to Torkin Manes LLP in trust (**Exhibit 1**).

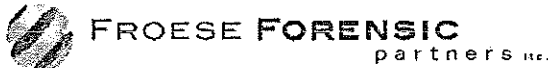
Transfers to Rose & Thistle – January 28 to 31, 2013

As set out in Schedule 1, \$706,850 was transferred from United Empire to Rose & Thistle over the four day period from January 28 to 31, 2013. The credit union statements for United Empire that disclose these transfers are included as **Exhibit 1**.

The credit union statement for Rose & Thistle that discloses the deposits from United Empire and other transactions during this four day period are included as **Exhibit 2**.

Schedule 1 summarizes deposits and disbursements in the Rose & Thistle credit union account. During this four day period, disbursements to Schedule B companies totaled \$746,775, exceeding deposits of \$230,850 from Schedule B companies by \$515,925. The deposits from the Schedule B companies occurred on January 31, 2013, where they were comingled with other funds and used primarily to fund a payment of \$237,050 to Wynford Professional, a Schedule B company.

We reviewed the credit union accounts for the larger disbursements to Schedule B companies and have the following comments:



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1. The documents related to the transfer of \$100,000 to Skyway Holdings are included in **Exhibit 3**.
2. The documents related to the transfer of \$154,250 to Twin Dragons are included in **Exhibit 4**.
3. The documents related to the transfer of \$68,500 to Royal Agincourt, a Schedule B company, are included in **Exhibit 5**.
4. The documents related to the transfer of \$40,550 to Double Rose, a Schedule B company, are included in **Exhibit 6**.

Transfers to Rose & Thistle – post January 31, 2013

Cenveo McLaren Morris & Todd made lease payments on 3270 American Drive property shortly after the purchase. These lease payments were deposited to the United Empire account (see Exhibit 2). A portion of these funds were in turn transferred to Rose & Thistle, as follows:

1. March 12, 2013 - \$39,750; and
2. April 2, 2013 - \$38,450.

These funds were comingled with other funds and are not directly traceable to any property or entity (see **Schedules 2 and 3**).

Restrictions and Limitations

This Reporting Letter relied on information provided to us, select copies of which are included in the attached Exhibits. We have assumed that the credit union statements accurately reflect transactions in the various accounts.

This Reporting Letter was prepared for The Rose & Thistle Group to assist Christine De Jong Medical Professional Corporation in understanding the use of funds De Jong invested in United Empire and for discussions and/or negotiations between counsel for De Jong and counsel for Dr. Bernstein. This Reporting Letter was prepared solely for this purpose and is not to be used for any other purpose. We specifically disclaim any responsibility for losses or damages incurred through use of this Reporting Letter for a purpose other than as described in this paragraph.

This Reporting Letter should not be reproduced in whole or in part without our express written permission, other than as required in relation to discussions or negotiations between counsel for De Jong and Dr. Bernstein.



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We reserve the right, but will be under no obligation, to review and/or revise the contents of this Reporting Letter in light of information which becomes known to us after the date of this letter.

Yours truly,
Froese Forensic Partners Ltd.

A handwritten signature in black ink, appearing to read "Ken Froese". The signature is fluid and cursive, with a large initial "K" and "F".

Ken Froese, FCPA, FCA-IFA, FCFI
Senior Managing Director

Schedule

1

Bernstein/Walton Matter
 Rose and Thistle Group Bank Account 7311954
 Analysis of DeLong Investment and Other Deposits
 For the Period January 28 to January 31, 2013

Statement Date	Account Number	Company	Deposits			Disbursements		
			United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies	Bank Balance
28/01/2013	2327	Beginning Balance						3,078.95
28/01/2013	2744	Transfer from United Empire Skyway Holdings	100,000.00					103,078.95
28/01/2013	2327	Transfer from United Empire	293,600.00			100,000.00		3,078.95
28/01/2013	3343	MTCC 1037						296,678.95
28/01/2013	1525	Highland Creek - Galloway				13,150.00		283,528.95
28/01/2013	1632	Wynford Professional				8,250.00		275,278.95
28/01/2013	1699	College Lane				15,000.00		260,278.95
28/01/2013	1731	Rose and Thistle Construction					22,850.00	237,428.95
28/01/2013	1749	Red Door Developments					5,350.00	232,078.95
28/01/2013	1756	Atala Investments				1,650.00		230,428.95
28/01/2013	1780	Royal Agincourt					7,500.00	222,928.95
28/01/2013	1863	Walton Advocates				68,500.00		154,428.95
28/01/2013	1939	Front Church Property					13,150.00	141,278.95
28/01/2013	7951	Lesliebrook Holdings					35,100.00	106,178.95
28/01/2013	7533	Rose and Thistle Media				5,050.00		101,128.95
28/01/2013	5198	Weston Lands					400.00	100,728.95
28/01/2013	5172	Donalda Developments				11,150.00		89,578.95
28/01/2013	5115	Double Rose				8,650.00		80,928.95
28/01/2013	5206	Global Mills				40,550.00		40,378.95
28/01/2013	5180	Urban King				7,050.00		33,328.95
28/01/2013	3955	Dupont Development				4,050.00		29,278.95
28/01/2013		Due from Shareholders				8,200.00		21,078.95
28/01/2013		Unidentified					5,000.00	16,078.95
							2,000.00	14,078.95
		Daily Total	393,600.00	-	-	291,250.00	91,350.00	

Bernstein/Walton Matter
 Rose and Thistle Group Bank Account 7311954
 Analysis of Delong Investment and Other Deposits
 For the Period January 28 to January 31, 2013

Statement Date	Account Number	Company	Deposits			Disbursements			Bank Balance
			United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies		
29/01/2013	1855	Hidden Gem				775.00		13,303.95	
29/01/2013	1509	1636483 Ontario - 646 Bro					3,000.00	10,303.95	
29/01/2013	3418	Handy Home			4,450.00			14,753.95	
29/01/2013	3418	Handy Home			1,500.00			16,253.95	
29/01/2013		Exhchange Rate			34.20			16,219.75	
29/01/2013	2327	Transfer from United Empire	65,750.00					81,969.75	
29/01/2013	3335	Twin Dragons				950.00		81,019.75	
29/01/2013	1640	Plexor Plastics					9,200.00	71,819.75	
29/01/2013	1871	Rose and Thistle Properties					45,350.00	26,469.75	
29/01/2013	7533	Rose and Thistle Media					6,750.00	19,719.75	
29/01/2013	3434	Urban Amish					3,700.00	16,019.75	
29/01/2013		TD Visa					11,014.16	5,005.59	
		Daily Total	65,750.00	-	5,915.80	1,725.00	79,014.16		
30/01/2013	2327	Transfer from United Empire	34,400.00					39,405.59	
30/01/2013	1640	Plexor Plastics					8,250.00	31,155.59	
30/01/2013	1731	Rose and Thistle Construction					9,100.00	22,055.59	
30/01/2013	1871	Rose and Thistle Properties					2,050.00	20,005.59	
30/01/2013	7470	West Mall Holdings				15,000.00		5,005.59	
30/01/2013	2327	Transfer from United Empire	700.00				700.00	5,705.59	
30/01/2013	3418	Rose and Thistle Construction						5,005.59	
30/01/2013	2327	Transfer from United Empire	7,000.00					12,005.59	

Bernstein/Walton Matter
 Rose and Thistle Group Bank Account 7311954
 Analysis of DeLong Investment and Other Deposits
 For the Period January 28 to January 31, 2013

			Deposits			Disbursements		
Statement Date	Account Number	Company	United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies	Bank Balance
30/01/2013	1566	The Old Apothecary					7,000.00	5,005.59
		Daily Total	42,100.00			15,000.00	27,100.00	
31/01/2013	2327	Transfer from United Empire	32,750.00					37,755.59
31/01/2013	1780	Royal Agincourt				8,600.00		29,155.59
31/01/2013	2179	Red Door Lands				1,650.00		27,505.59
31/01/2013	1749	Red Door Developments				5,000.00		22,505.59
31/01/2013	3343	MTCC 1037				17,500.00		5,005.59
31/01/2013	3343	MTCC 1037		16,900.00				21,905.59
31/01/2013	1566	The Old Apothecary			8,600.00			30,505.59
31/01/2013	1699	College Lane			3,150.00			33,655.59
31/01/2013	1780	Royal Agincourt		1,300.00				34,955.59
31/01/2013	1871	Rose and Thistle Properties		2,050.00				37,005.59
31/01/2013	1921	1780355 Ontario			2,000.00			39,005.59
31/01/2013	3418	Rose and Thistle Construction			2,000.00			41,005.59
31/01/2013		Exchange Rate		-	56.00			40,949.59
31/01/2013	3434	Urban Amish			4,000.00			44,949.59
31/01/2013	5172	Donalda Developments		89,900.00				134,849.59
31/01/2013	5115	Double Rose		26,900.00				161,749.59
31/01/2013	5206	Global Mills		80,750.00				242,499.59
31/01/2013	2327	Transfer from United Empire	172,650.00					415,149.59
31/01/2013	2744	Skyway Holdings		3,350.00				418,499.59
31/01/2013	7936	Fraser Properties		9,700.00				428,199.59
31/01/2013	3335	Twin Dragons				154,250.00		273,949.59

Bernstein/Walton Matter
Rose and Thistle Group Bank Account 7311954
Analysis of DeLong Investment and Other Deposits
For the Period January 28 to January 31, 2013

Statement Date	Account Number	Company	Deposits			Disbursements			Bank Balance
			United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies		
31/01/2013	3343	MTCC 1037				600.00		273,349.59	
31/01/2013	3400	CCI					5,050.00	268,299.59	
31/01/2013	1574	Tisdale Mews				13,550.00		254,749.59	
31/01/2013	1632	Wynford Professional				237,050.00		17,699.59	
31/01/2013	1657	Lib VII Prop				600.00		17,099.59	
31/01/2013	1681	Cecil Lighthouse					7,750.00	9,349.59	
31/01/2013	1863	Walton Advocates					450.00	8,899.59	
31/01/2013	5180	Urban King					4,000.00	4,899.59	
Daily Total			205,400.00	230,850.00	19,694.00	438,800.00	17,250.00		
Overall Total			706,850.00	230,850.00	25,609.80	746,775.00	214,714.16		

Schedule

2

Bernstein/Walton Matter
Rose and Thistle Group Bank Account 7311954
Analysis of United Empire Deposits
For the Period of March 12 to March 13, 2013

			Deposits			Disbursements		
Statement Date	Account Number	Company	United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies	Bank Balance
11/03/2013		Beginning balance						1,295,388.19
12/03/2013	7829	TCEC 2223			1,350.00			1,296,738.19
12/03/2013	1590	TCEC 2091					1,350.00	1,295,388.19
12/03/2013	1624	Bannockburn		84,200.00				1,379,588.19
12/03/2013	1780	Royal Agincourt		15,150.00				1,394,738.19
12/03/2013	3434	Urban Amish			1,000.00			1,395,738.19
12/03/2013	5172	Donalda Development		4,000.00				1,399,738.19
12/03/2013	2327	United Empire	39,750.00					1,439,488.19
12/03/2013	7529	William Morgan			4,500.00			1,443,988.19
12/03/2013	1574	Tisdale Mews				6,150.00		1,437,838.19
12/03/2013	1749	Red Door Dev				4,250.00		1,433,588.19
12/03/2013	7533	Rose and Thistle					3,350.00	1,430,238.19
12/03/2013	5115	Double Rose				1,700.00		1,428,538.19
12/03/2013	3955	Dupont Devel				2,500.00		1,426,038.19
12/03/2013		Lenz Enter A/P					14,608.76	1,411,429.43
13/03/2013	3335	Twin Dragons		3,100.00				1,414,529.43
13/03/2013	4358	6195 Cedar			2,250.00			1,416,779.43
13/03/2013	1632	Wynfford Pros		9,100.00				1,425,879.43
13/03/2013	3335	Twin Dragons				150.00		1,425,729.43
13/03/2013	3343	MTCC 1037					8,550.00	1,417,179.43
13/03/2013	3400	CCI						1,412,179.43
13/03/2013	1566	Unidentified				5,000.00		1,410,929.43
13/03/2013	1640	Plexor Plastics				1,250.00		1,403,279.43

Bernstein/Walton Matter
Rose and Thistle Group Bank Account 7311954
Analysis of United Empire Deposits
For the Period of March 12 to March 13, 2013

			Deposits			Disbursements		
Statement Date	Account Number	Company	United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies	Bank Balance
13/03/2013	1657	Twin Dragons				150.00		1,403,129.43
13/03/2013	1707	Unidentified				150.00		1,402,979.43
13/03/2013	1731	Rose and This					9,750.00	1,393,229.43
13/03/2013	1749	Red Door				16,000.00		1,377,229.43
13/03/2013	1871	R&T				46,450.00		1,330,779.43
13/03/2013	1889	Ascalon Lands				250.00		1,330,529.43
13/03/2013	7928	Red Door Lands				8,050.00		1,322,479.43
13/03/2013	7936	Fraser Prop				7,550.00		1,314,929.43
13/03/2013	7951	Lesliebrook				22,400.00		1,292,529.43
13/03/2013	7533	Rose and Thistle					7,050.00	1,285,479.43
13/03/2013	3434	Urban Amish					4,000.00	1,281,479.43
13/03/2013	9185	Unidentified				750.00		1,280,729.43
13/03/2013	5115	Double Rose				4,350.00		1,276,379.43
13/03/2013	2179	Fraser Lands				8,050.00		1,268,329.43
13/03/2013	3955	Dupont Devel				34,150.00		1,234,179.43
13/03/2013	7470	West Mall				1,100,000.00		134,179.43
13/03/2013	1558	17935350 Ont					3,500.00	130,679.43
			39,750.00	115,550.00	9,100.00	1,269,300.00	59,808.76	

Schedule

3

Bernstein/Walton Matter
 Rose and Thistle Group Bank Account 7311954
 Analysis of United Empire Deposits
 For the Period of April 2, 2013

Statement Date	Account Number	Company	Deposits			Disbursements			Bank Balance
			United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies		
01/04/2013		Beginning Balance						4,003.32	
02/04/2013	1640	Plexor Plastics					975.00	3,028.32	
02/04/2013	5131	Carlaw Corner					550.00	2,478.32	
02/04/2013	7479	Cinderella					1,050.00	1,428.32	
02/04/2013	1624	Bannockburn		450.00				1,878.32	
02/04/2013	1632	Wyn Pro		14,700.00				16,578.32	
02/04/2013	1699	Hidden Gems			3,100.00			19,678.32	
02/04/2013	1855	College Land			3,100.00			22,778.32	
02/04/2013	1863	Unidentified			250.00			23,028.32	
02/04/2013	1871	Rose & Thistle			7,300.00			30,328.32	
02/04/2013	1939	Front Church			3,200.00			33,528.32	
02/04/2013	5172	Donalda		33,250.00				66,778.32	
02/04/2013	2179	Red Door		1,300.00				68,078.32	
02/04/2013	2327	United Empire	38,450.00					106,528.32	
02/04/2013	2744	Skyway		4,900.00				111,428.32	
02/04/2013	3335	Twin Dragons				3,000.00		108,428.32	
02/04/2013	3343	MTCC 1037				17,350.00		91,078.32	
02/04/2013	3400	1783055 Ont					1,000.00	90,078.32	
02/04/2013	4341	Salmon River				2,600.00		87,478.32	
02/04/2013	4358	6195 Cedar					13,450.00	74,028.32	
02/04/2013	1525	Highland Creek					6,400.00	67,628.32	
02/04/2013	1558	1793530 Ont					1,200.00	66,428.32	
02/04/2013	1657	Lib Vill				1,700.00		64,728.32	
02/04/2013	1707	Lib Vill				13,700.00		51,028.32	

Bernstein/Walton Matter
Rose and Thistle Group Bank Account 7311954
Analysis of United Empire Deposits
For the Period of April 2, 2013

Statement Date	Account Number	Company	Deposits			Disbursements			Bank Balance
			United Empire	Schedule B Companies	Other Companies	Schedule B Companies	Other Companies		
02/04/2013	1715	Riverdale Mansion				21,700.00			29,328.32
02/04/2013	1731	Rose & Thistle					11,300.00		18,028.32
02/04/2013	1830	Gerrard House					2,500.00		15,528.32
02/04/2013	1889	Ascalon Lands				200.00			15,328.32
02/04/2013	1921	1783055 Ont					1,000.00		14,328.32
02/04/2013	7944	Lesliebrook				4,400.00			9,928.32
02/04/2013	3418	Handy Homes					100.00		9,828.32
02/04/2013	3434	Urban Amish					3,550.00		6,278.32
02/04/2013	7470	West Mall		18,600.00					24,878.32
02/04/2013	1756	Atala					18,200.00		6,678.32
02/04/2013		Lenz Entertainment					541.84		6,136.48
			38,450.00	73,200.00	16,950.00	64,650.00	61,816.84		

EXHIBIT

1

Deposit Summary

13/05/2014 3:18 PM

Summary of Deposits to 10000 - Bank on 28/01/2013

Chq No.	PmtMethod	Rcd From	Memo	Amount
1362	Cheque	Christine De Jong Medicine Professi...	Common share purchase at \$1.00 per s...	716,906.00

Less Cash Back:

Deposit Total:

716,906.00

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007026

Statement Period Ending: January 31, 2013
Account Number: 9782327

United Empire Lands Ltd.
30 Hazelton Ave
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - United Empire Lands Ltd.

Date	Account Activity	Withdrawals	Deposits	Balance
31-Dec-2012	Balance Forward			90.00
14-Jan-2013	Transfer Out	-25.00		65.00
	Membership share			
	To shrmem			
28-Jan-2013	Cheque Deposit		716,906.00	716,971.00
28-Jan-2013	Transfer Out	-100,000.00		616,971.00
	7311954 wellesly cheq			
28-Jan-2013	Transfer Out # 051915078	-293,600.00		323,371.00
	7311954 wellesly cheq			
29-Jan-2013	Transfer Out # 045726765	-65,750.00		257,621.00
	7311954 wellesly cheq			
30-Jan-2013	Transfer Out # 034004515	-34,400.00		223,221.00
	7311954 wellesly cheq			
30-Jan-2013	Transfer Out # 035355968	-700.00		222,521.00
	7311954 wellesly cheq			
30-Jan-2013	Transfer Out # 041422968	-7,000.00		215,521.00
	7311954 wellesly cheq			
31-Jan-2013	Transfer Out # 125711312	-32,750.00		182,771.00
	7311954 wellesly cheq			
31-Jan-2013	Transfer Out # 052318750	-172,650.00		10,121.00
	7311954 wellesly cheq			
31-Jan-2013	Transaction Fees	-5.00		10,116.00
	Account Totals	706,880.00	716,906.00	10,116.00

Wellesley Branch
56 Wellesley Street W., Suite 103
Toronto Ontario M5S 2S3
416.928.6468

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002187

Statement Period Ending: February 28, 2013
Account Number: 9782327
Number of Cheques: 2

United Empire Lands Ltd.
30 Hazelton Ave
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - United Empire Lands Ltd.

Date	Account Activity	Withdrawals	Deposits	Balance
31-Jan-2013	Balance Forward			10,116.00
08-Feb-2013	Cheque # 1	-10,000.00		116.00
14-Feb-2013	Transfer In 7311954 wellesly cheq		100.00	216.00
22-Feb-2013	Cheque # 1	-111.87		104.13
26-Feb-2013	Transfer In 7311954 wellesly cheq		100,000.00	100,104.13
28-Feb-2013	Transaction Fees	-5.00		100,099.13
	Account Totals	10,116.87	100,100.00	100,099.13

Member Number: 9782327
Member Name: United Empire Lands Ltd.

February 2013

Cheque #1
\$10,000.00

United Empire Lands Ltd. 001
2013-01-30
DATE 2013-01-30
PAY TO THE ORDER OF TORONTO MANS LEP IN TRUST \$10,000.00
TEN THOUSAND DOLLARS
17349-106
/0000001* 000742-8370 0978232711* /0001000000*

BACK VERSO
105675507
06000-001
BANK OF MONTREAL
04532-001

Cheque #1
\$111.87

UNITED EMPIRE LANDS LTD.
30 HAZELTON AVE.
TORONTO, ON M5R 1B3
DATE 08852613
\$111.87
/001* 000742-8370 0978232711* /0000011187*

BACK VERSO
3300622843
4517

February 2013

EXHIBIT

2

Member Number: 7311954
Member Name: The Rose And Thistle Group Ltd

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
25-Jan-2013	Transfer In		2,500.00	37,978.95
	7311939 wellesys cheq			
25-Jan-2013	Transfer Out # 050238359	-600.00		37,378.95
	7311541 wellesys cheq			
25-Jan-2013	Transfer Out # 050239718	-600.00		36,778.95
	7311566 wellesys cheq			
25-Jan-2013	Transfer Out # 050241046	-10,700.00		26,078.95
	7311640 wellesys cheq			
25-Jan-2013	Transfer Out # 050242406	-9,800.00		16,278.95
	7311731 wellesys cheq			
25-Jan-2013	Transfer Out # 050243906	-1,700.00		14,578.95
	7311830 wellesys cheq			
25-Jan-2013	Transfer Out # 050245250	-900.00		13,678.95
	7293434 wellesys cheq			
25-Jan-2013	Transfer Out # 050246640	-10,000.00		3,678.95
	7870017 wellesys maxi			
25-Jan-2013	Transfer Out # 050647500	-600.00		3,078.95
	7311632 wellesys cheq			
28-Jan-2013	Transfer In		100,000.00	103,078.95
	9782327 wellesys cheq			
28-Jan-2013	Transfer Out	-100,000.00		3,078.95
	4452744 wellesys cheq			
28-Jan-2013	Transfer In		293,600.00	296,678.95
	9782327 wellesys cheq			
28-Jan-2013	Transfer Out # 051916609	-13,150.00		283,528.95
	7293343 wellesys cheq			
28-Jan-2013	Transfer Out # 051918156	-8,250.00		275,278.95
	7311525 wellesys cheq			
28-Jan-2013	Transfer Out # 051919531	-15,000.00		260,278.95
	7311632 wellesys cheq			
28-Jan-2013	Transfer Out # 051920968	-22,850.00		237,428.95
	7311699 wellesys cheq			
28-Jan-2013	Transfer Out # 051922250	-5,350.00		232,078.95
	7311731 wellesys cheq			
28-Jan-2013	Transfer Out # 051923640	-1,650.00		230,428.95
	7311749 wellesys cheq			
28-Jan-2013	Transfer Out # 051925046	-7,500.00		222,928.95
	7311756 wellesys cheq			
28-Jan-2013	Transfer Out # 051926671	-68,500.00		154,428.95
	7311780 wellesys cheq			
28-Jan-2013	Transfer Out # 051928015	-13,150.00		141,278.95
	7311863 wellesys cheq			
28-Jan-2013	Transfer Out # 051929312	-35,100.00		106,178.95
	7311939 wellesys cheq			
28-Jan-2013	Transfer Out # 051930687	-5,050.00		101,128.95
	7317951 wellesys cheq			
28-Jan-2013	Transfer Out # 051932015	-400.00		100,728.95
	9517533 wellesys cheq			
28-Jan-2013	Transfer Out # 051933312	-11,150.00		89,578.95
	9695198 wellesys cheq			
28-Jan-2013	Transfer Out # 051934718	-8,650.00		80,928.95

Member Number: 7311954
Member Name: The Rose And Thistle Group Ltd

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
28-Jan-2013	9695172 wellesy cheq Transfer Out # 051936031	-40,550.00		40,378.95
28-Jan-2013	9695115 wellesy cheq Transfer Out # 051937531	-7,050.00		33,328.95
28-Jan-2013	9695206 wellesy cheq Transfer Out # 051938875	-4,050.00		29,278.95
28-Jan-2013	9695180 wellesy cheq Transfer Out # 051940343	-8,200.00		21,078.95
28-Jan-2013	9673955 wellesy cheq Transfer Out # 051941625	-5,000.00		16,078.95
28-Jan-2013	7870017 wellesy maxi Cheque # 10012	-2,000.00		14,078.95
29-Jan-2013	Transfer Out 7311855 wellesy cheq	-775.00		13,303.95
29-Jan-2013	Transfer Out # 023816859 7311509 wellesy cheq	-3,000.00		10,303.95
29-Jan-2013	Transfer In 7293418 wellesy cheq		4,450.00	14,753.95
29-Jan-2013	Transfer In 7293418 wellesy uscheq		1,500.00	16,219.75
29-Jan-2013	Exchange (Buy at 0.977200) Transfer In		-34.20 65,750.00	81,969.75
29-Jan-2013	9782327 wellesy cheq Transfer Out # 045728062	-950.00		81,019.75
29-Jan-2013	7293335 wellesy cheq-1 Transfer Out # 045729468	-9,200.00		71,819.75
29-Jan-2013	7311640 wellesy cheq Transfer Out # 045730765	-45,350.00		26,469.75
29-Jan-2013	7311871 wellesy cheq Transfer Out # 045732109	-6,750.00		19,719.75
29-Jan-2013	9517533 wellesy cheq Transfer Out # 045733515	-3,700.00		16,019.75
29-Jan-2013	7293434 wellesy cheq Cheque # 10022	-11,014.16		5,005.59
30-Jan-2013	Transfer In 9782327 wellesy cheq		34,400.00	39,405.59
30-Jan-2013	Transfer Out # 034005906 7311640 wellesy cheq	-8,250.00		31,155.59
30-Jan-2013	Transfer Out # 034007343 7311731 wellesy cheq	-9,100.00		22,055.59
30-Jan-2013	Transfer Out # 034008750 7311871 wellesy cheq	-2,050.00		20,005.59
30-Jan-2013	Transfer Out # 034010734 9807470 wellesy cheq	-15,000.00		5,005.59
30-Jan-2013	Transfer In 9782327 wellesy cheq		700.00	5,705.59
30-Jan-2013	Transfer Out # 035357406 7293418 wellesy uscheq	-700.00		5,005.59
30-Jan-2013	Transfer In 9782327 wellesy cheq		7,000.00	12,005.59
30-Jan-2013	Transfer Out # 041424375	-7,000.00		5,005.59

Member Number: 7311954
Member Name: The Rose And Thistle Group Ltd

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
	7311566 wellesy cheq			
31-Jan-2013	Transfer In		32,750.00	37,755.59
	9782327 wellesy cheq			
31-Jan-2013	Transfer Out # 125712625	-8,600.00		29,155.59
	7311780 wellesy cheq			
31-Jan-2013	Transfer Out # 125714031	-1,650.00		27,505.59
	9692179 wellesy cheq			
31-Jan-2013	Transfer Out # 125715328	-5,000.00		22,505.59
	7311749 wellesy cheq			
31-Jan-2013	Transfer Out # 125716718	-17,500.00		5,005.59
	7293343 wellesy cheq			
31-Jan-2013	Transfer In		16,900.00	21,905.59
	7293343 wellesy cheq			
31-Jan-2013	Transfer In		8,600.00	30,505.59
	7311566 wellesy cheq			
31-Jan-2013	Transfer In		3,150.00	33,655.59
	7311699 wellesy cheq			
31-Jan-2013	Transfer In		1,300.00	34,955.59
	7311780 wellesy cheq			
31-Jan-2013	Transfer In		2,050.00	37,005.59
	7311871 wellesy cheq			
31-Jan-2013	Transfer In		2,000.00	39,005.59
	7311921 wellesy cheq			
31-Jan-2013	Transfer In		2,000.00	40,949.59
	7293418 wellesy uscheq			
	Exchange (Buy at 0.972000)		-56.00	
31-Jan-2013	Transfer In		4,000.00	44,949.59
	7293434 wellesy cheq			
31-Jan-2013	Transfer In		89,900.00	134,849.59
	9695172 wellesy cheq			
31-Jan-2013	Transfer In		26,900.00	161,749.59
	9695115 wellesy cheq			
31-Jan-2013	Transfer In		80,750.00	242,499.59
	9695206 wellesy cheq			
31-Jan-2013	Transfer In		172,650.00	415,149.59
	9782327 wellesy cheq			
31-Jan-2013	Transfer In		3,350.00	418,499.59
	4452744 wellesy cheq			
31-Jan-2013	Transfer In		9,700.00	428,199.59
	7317936 wellesy cheq			
31-Jan-2013	Transfer Out # 053213937	-154,250.00		273,949.59
	7293335 wellesy cheq			
31-Jan-2013	Transfer Out # 053215437	-600.00		273,349.59
	7293343 wellesy cheq			
31-Jan-2013	Transfer Out # 053216859	-5,050.00		268,299.59
	7293400 wellesy cheq			
31-Jan-2013	Transfer Out # 053218109	-13,550.00		254,749.59
	7311574 wellesy cheq			
31-Jan-2013	Transfer Out # 053219421	-237,050.00		17,699.59
	7311632 wellesy cheq			
31-Jan-2013	Transfer Out # 053220718	-600.00		17,099.59

		Member Number: 7311954		
		Member Name: The Rose And Thistle Group Ltd		
Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
31-Jan-2013	7311657 wellesly cheq			
	Transfer Out # 053222109	-7,750.00		9,349.59
31-Jan-2013	7311681 wellesly cheq			
	Transfer Out # 053223500	-450.00		8,899.59
31-Jan-2013	7311863 wellesly cheq			
	Transfer Out # 053224875	-4,000.00		4,899.59
31-Jan-2013	9695180 wellesly cheq			
	Transaction Fees	-21.75		4,877.84
31-Jan-2013	Interest Debit	-32.24		4,845.60
Account Totals		2,709,733.57	2,666,622.91	4,845.60



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- ✓ 24/7 multi-lingual emergency assistance
- ✓ Cost effective rates for single travellers and families of up to five people
- ✓ Optional coverages including Trip Interruption, baggage, Accidental Death & Dismemberment and Flight Accident
- ✓ Top-ups and extensions available
- ✓ Coverage for the entire year

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EXHIBIT

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15/05/14

Accrual Basis

Skyway Holdings Ltd. Transactions by Account As of 1 March 2013

Type	Date	Name	Memo	Clr	Split	Amount
10100 - Bank						
Deposit	11/01/2013		Deposit	X 30110 - DBDC Skyway Holdin...		100,000.00
Cheque	11/01/2013		Security Dep...	X 18700 - Security Deposits As...		-50,000.00
Transfer	15/01/2013	Avison Young Commercial in Tr...	Funds Transfer	X 26200 - I/C - Rose and Thistle		-49,900.00
Transfer	28/01/2013		Funds Transfer	X 26200 - I/C - Rose and Thistle		100,000.00
Deposit	28/01/2013		Deposit	X 30110 - DBDC Skyway Holdin...		652,650.00
Cheque	28/01/2013	Devry Smith Frank LLP in Trust	Security Dep...	X 18700 - Security Deposits As...		-751,490.85
Payment	29/01/2013	BRAND NAME LIQUIDATION		X 11000 - Accounts Receivable		2,260.00
Transfer	31/01/2013		Funds Transfer	X 26200 - I/C - Rose and Thistle		-3,350.00
Cheque	31/01/2013		Service Charge	X 77020 - Bank Charges		-46.50
Payment	11/02/2013	MICROBIX BIOSYSTEMS INC.		X 11000 - Accounts Receivable		14,831.25
Payment	11/02/2013		Funds Transfer	X 26200 - I/C - Rose and Thistle		-14,850.00
Transfer	12/02/2013	OAKWOOD AIR LTD.		X 11000 - Accounts Receivable		8,742.55
Cheque	12/02/2013		Funds Transfer	X 26200 - I/C - Rose and Thistle		-8,750.00
Payment	28/02/2013		Service Charge	X 77020 - Bank Charges		-5.00
Transfer	01/03/2013	MICROBIX BIOSYSTEMS INC.		X 11000 - Accounts Receivable		113,000.00
Transfer	01/03/2013		Funds Transfer	X 26200 - I/C - Rose and Thistle		-100,000.00
Total 10100 - Bank						13,091.45
TOTAL						13,091.45

EXHIBIT

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14/05/14

Accrual Basis

Twin Dragons Corporation

Transactions by Account

As of 1 March 2013

Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
Bill Pmt -Cheque	29/11/2012	540	Wasteco	Invoice# 000...	X	20000 · Accou...	-416.22	-123,985.80
Transfer	30/11/2012			Funds Transfer	X	26200 · I/C Pa...	1,600.00	-122,385.80
Cheque	30/11/2012			Service Charge	X	Bank Service ...	-12.75	-122,398.55
Transfer	04/12/2012			Funds Transfer	X	26200 · I/C Pa...	89,000.85	-33,398.55
Bill Pmt -Cheque	05/12/2012	495	J.C. Electrical	Invoice# 167...	X	20000 · Accou...	-32,008.85	-65,407.40
Bill Pmt -Cheque	05/12/2012	496	J.C. Electrical	Invoice# 167...	X	20000 · Accou...	-32,008.85	-97,416.25
Bill Pmt -Cheque	05/12/2012	509	Otis	VOID: Propo...	X	20000 · Accou...	0.00	-97,416.25
Bill Pmt -Cheque	05/12/2012	511	AEC International Inc.	Invoice # 121...	X	20000 · Accou...	-24,966.80	-122,383.05
Bill Pmt -Cheque	05/12/2012	512	Triangle Studios Inc	Invoices 05-85...	X	20000 · Accou...	-67,000.00	-189,383.05
Bill Pmt -Cheque	05/12/2012	514	Maxguard Alarm an...	Invoices 320...	X	20000 · Accou...	-23,165.00	-212,548.05
Bill Pmt -Cheque	05/12/2012	517	Ample Electrical Inc.	Invoices 12-3...	X	20000 · Accou...	-70,139.40	-282,687.45
Bill Pmt -Cheque	05/12/2012	523	Perfect Painting & ...	Invoices 486...	X	20000 · Accou...	-34,438.50	-317,125.95
Bill Pmt -Cheque	05/12/2012	525	Optimum Waste & ...	Invoices 164...	X	20000 · Accou...	-1,125.30	-318,251.25
Bill Pmt -Cheque	05/12/2012	541	Imperium Contracti...	Invoices 05-8...	X	20000 · Accou...	-7,299.80	-325,551.05
Transfer	05/12/2012			Funds Transfer	X	26200 · I/C Pa...	3,000.00	-322,551.05
Bill Pmt -Cheque	10/12/2012	543	Triangle Studios Inc	Invoice# 65744	X	20000 · Accou...	-55,000.00	-377,551.05
Transfer	11/12/2012			Funds Transfer	X	26200 · I/C Pa...	23,100.00	-354,451.05
Transfer	11/12/2012			Funds Transfer	X	26200 · I/C Pa...	249,750.00	-104,701.05
Transfer	12/12/2012			Funds Transfer	X	26200 · I/C Pa...	31,600.00	-73,101.05
Bill Pmt -Cheque	13/12/2012	544	Maple Printing	Invoices 467...	X	20000 · Accou...	-124.30	-73,225.35
Bill Pmt -Cheque	13/12/2012	545	Marsal Fire Protecti...	Proposal Nu...	X	20000 · Accou...	-2,768.50	-75,993.85
Bill Pmt -Cheque	13/12/2012	546	Otis	Funds Transfer	X	26200 · I/C Pa...	-34,519.80	-110,513.65
Transfer	14/12/2012			Funds Transfer	X	26200 · I/C Pa...	7,300.00	-103,213.65
Transfer	17/12/2012			Funds Transfer	X	26200 · I/C Pa...	-45,000.00	-148,213.65
Transfer	18/12/2012			Funds Transfer	X	26200 · I/C Pa...	10,550.00	-137,663.65
Transfer	19/12/2012			Funds Transfer	X	26200 · I/C Pa...	-18,000.00	-155,663.65
Transfer	19/12/2012			Funds Transfer	X	26200 · I/C Pa...	24,050.00	-131,613.65
Transfer	20/12/2012			Funds Transfer	X	26200 · I/C Pa...	28,500.00	-103,113.65
Transfer	21/12/2012			Funds Transfer	X	26200 · I/C Pa...	-38,000.00	-141,113.65
Transfer	27/12/2012			Funds Transfer	X	26200 · I/C Pa...	38,000.00	-103,113.65
Transfer	28/12/2012			Funds Transfer	X	26200 · I/C Pa...	29,550.00	-73,563.65
General Journal	31/12/2012	J12/1...		Cheque 246 ...	X	-SPLIT-	-8,250.00	-81,813.65
Cheque	31/12/2012			Service Charge	X	Bank Service ...	140.00	-81,673.65
General Journal	31/12/2012	J12/1...		To record hel...	X	20000 · Accou...	-48.77	-81,722.42
General Journal	01/01/2013	J12/1...		To record hel...	X	20000 · Accou...	104,977.33	23,254.91
Transfer	04/01/2013			Funds Transfer	X	26200 · I/C Pa...	-104,977.33	-81,722.42
Bill Pmt -Cheque	09/01/2013	542	Triangle Studios Inc	Invoice# 05-8...	X	20000 · Accou...	11,400.00	-70,322.42
Transfer	09/01/2013			Funds Transfer	X	26200 · I/C Pa...	-38,670.00	-108,992.42
Transfer	12/01/2013			Funds Transfer	X	26200 · I/C Pa...	34,700.00	-74,292.42
Bill Pmt -Cheque	16/01/2013	548	Laser Heating & Air...	Invoice# 16936	X	20000 · I/C Pa...	38,650.00	-35,642.42
Bill Pmt -Cheque	17/01/2013	549	Hyphen Transportat...	Invoice# T13...	X	20000 · Accou...	-3,661.20	-39,303.62
Bill Pmt -Cheque	23/01/2013	550	Solucore Inc.	Invoice# 191...	X	20000 · Accou...	-995.43	-40,299.05
Transfer	24/01/2013			Funds Transfer	X	26200 · I/C Pa...	-4,746.00	-45,045.05
Transfer	29/01/2013			Funds Transfer	X	26200 · I/C Pa...	-23,100.00	-68,145.05
Cheque	30/01/2013	554	ACM CMF Services...	VOID: Financ...	X	69520 · Lende...	950.00	-67,195.05
Cheque	31/01/2013			Service Charge	X	Bank Service ...	0.00	-67,195.05
Cheque	01/02/2013	547	Ange Boudle	Repayment o...	X	-SPLIT-	-6.00	-67,201.05
Transfer	01/02/2013			Funds Transfer	X	26200 · I/C Pa...	-35,000.00	-102,201.05
							150.00	-102,051.05

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14/05/14

Accrual Basis

Twin Dragons Corporation Transactions by Account As of 1 March 2013

Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
Transfer	04/02/2013			Funds Transfer	X	26200 · I/C Pa...	36,150.00	-65,901.05
Bill Pmt -Cheque	05/02/2013	537	Scarboro Steel Wor...	Invoice# D34...	X	20000 · Accou...	-13,560.00	-79,461.05
Bill Pmt -Cheque	05/02/2013	551	Laser Heating & Air...	Invoice# 17385	X	20000 · Accou...	-10,861.56	-90,322.61
Bill Pmt -Cheque	05/02/2013	552	Laser Heating & Air...		X	20000 · Accou...	-2,967.91	-93,290.52
Bill Pmt -Cheque	05/02/2013	553	Argo Lumber Inc.	TW129016	X	20000 · Accou...	-188.08	-93,478.60
Bill Pmt -Cheque	05/02/2013	555	Abaco Glass Inc.		X	20000 · Accou...	-3,582.00	-97,060.60
Bill Pmt -Cheque	05/02/2013	556	Abell Pest Control I...	Invoice# 126...	X	20000 · Accou...	-169.50	-97,230.10
Bill Pmt -Cheque	05/02/2013	557	Allan Rug Co.	Invoice# 19370	X	20000 · Accou...	-7,017.30	-104,247.40
Bill Pmt -Cheque	05/02/2013	558	Apollo Fire Systems	Invoice# 923A	X	20000 · Accou...	-1,412.50	-105,659.90
Bill Pmt -Cheque	05/02/2013	559	Facility Services Co...	Invoice# 582...	X	20000 · Accou...	-847.50	-106,507.40
Bill Pmt -Cheque	05/02/2013	560	Floor Solutions Can...		X	20000 · Accou...	-9,387.48	-115,894.88
Bill Pmt -Cheque	05/02/2013	561	Floor Solutions Can...	Invoice# J00...	X	20000 · Accou...	-21,192.02	-137,086.90
Bill Pmt -Cheque	05/02/2013	562	Goodbye Graffiti To...		X	20000 · Accou...	-314.14	-137,401.04
Bill Pmt -Cheque	05/02/2013	563	March Elevator Ltd.		X	20000 · Accou...	-3,919.01	-141,320.05
Bill Pmt -Cheque	05/02/2013	564	Marsal Fire Protecti...		X	20000 · Accou...	-395.50	-141,715.55
Bill Pmt -Cheque	05/02/2013	565	Maxguard Alarm an...		X	20000 · Accou...	-6,644.40	-148,359.95
Bill Pmt -Cheque	05/02/2013	566	Nexus Protective S...		X	20000 · Accou...	-1,757.72	-150,117.67
Bill Pmt -Cheque	05/02/2013	567	OHE Consultants	Invoice# 6185B	X	20000 · Accou...	-27,781.05	-177,898.72
Bill Pmt -Cheque	05/02/2013	569	Perfect Painting & ...	Invoice# 702...	X	20000 · Accou...	-3,559.50	-181,458.22
Bill Pmt -Cheque	05/02/2013	570	Reed Construction ...	Invoice# D35...	X	20000 · Accou...	-751.45	-182,494.63
Bill Pmt -Cheque	05/02/2013	571	Scarboro Steel Wor...	Invoice# 318...	X	20000 · Accou...	-949.20	-183,443.83
Bill Pmt -Cheque	05/02/2013	572	Signitronix Signs Inc.		X	20000 · Accou...	-1,274.23	-184,718.06
Bill Pmt -Cheque	05/02/2013	573	Wasteco		X	20000 · Accou...	-2,600.41	-187,318.47
Bill Pmt -Cheque	05/02/2013	574	Stephenson's Rent...	Invoice# 50236	X	20000 · Accou...	-548.55	-187,867.02
Bill Pmt -Cheque	05/02/2013	576	Optimum Waste & ...	HST portion ...	X	20000 · Accou...	-1,326.00	-189,193.02
Bill Pmt -Cheque	05/02/2013	577	Perfect Painting & ...	Invoice# 02	X	20000 · Accou...	-9,356.40	-198,549.42
Bill Pmt -Cheque	05/02/2013	578	BSK Electric Ltd.		X	20000 · Accou...	-825.00	-199,374.42
Bill Pmt -Cheque	05/02/2013	579	Concord Elevator L...	Invoice# 211...	X	20000 · Accou...	-666.70	-200,041.12
Bill Pmt -Cheque	05/02/2013	580	Inter-Co Inc.	Invoice# 47117	X	20000 · Accou...	-448.61	-200,489.73
Bill Pmt -Cheque	05/02/2013	581	Kinnear Lock & Key	Invoice# 168...	X	20000 · Accou...	-367.25	-200,856.98
Bill Pmt -Cheque	05/02/2013	582	Pro-Bel Enterprises...	Invoice# SF1...	X	26200 · I/C Pa...	18,950.00	-181,906.98
Transfer	05/02/2013			Funds Transfer	X	26200 · I/C Pa...	17,500.00	-164,406.98
Transfer	06/02/2013			Funds Transfer	X	11000 · Accou...	19,169.98	-145,237.00
Payment	07/02/2013	251	Michael Rubino		X	26200 · I/C Pa...	-18,000.00	-163,237.00
Transfer	08/02/2013			Funds Transfer	X	26200 · I/C Pa...	1,100.00	-162,137.00
Transfer	08/02/2013			Funds Transfer	X	26200 · I/C Pa...	17,800.00	-144,337.00
Transfer	12/02/2013			Funds Transfer	X	26200 · I/C Pa...	40,400.00	-103,937.00
Transfer	14/02/2013			Funds Transfer	X	26200 · I/C Pa...	48,200.00	-55,737.00
Transfer	15/02/2013			VOID: Lost C...	X	20000 · Accou...	0.00	-55,737.00
Bill Pmt -Cheque	20/02/2013	583	Abell Pest Control I...		X	26200 · I/C Pa...	350.00	-55,387.00
Transfer	21/02/2013			Funds Transfer	X	20000 · Accou...	-5,339.25	-60,726.25
Bill Pmt -Cheque	26/02/2013	584	CBRE Limited	Project #A12...	X	20000 · Accou...	-85,130.00	-145,856.25
Cheque	26/02/2013	585	Triangle Studios Inc		X	20000 · Accou...	-91.25	-145,947.50
Cheque	28/02/2013			Service Charge	X	Bank Service ...		-145,947.50
Total 10100-1 · Bank - 421100								-145,947.50
TOTAL								-145,947.50

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Statement Period Ending: January 31, 2013
Account Number: 7311780
Number of Cheques: 14

Royal Agincourt Corp.
30 Hazelton Avenue
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - Royal Agincourt Corp.

Date	Account Activity	Withdrawals	Deposits	Balance
31-Dec-2012	Balance Forward			1,163.78
04-Jan-2013	Combined Deposit		109,061.52	110,225.30
04-Jan-2013	Transfer Out # 052757976	-46,600.00		63,625.30
	7311954 wellesly cheq			
07-Jan-2013	Pre-Authorized # 9307	-55,003.33		8,621.97
	HMT HOLDINGS IN			
07-Jan-2013	Combined Deposit		30,616.00	39,237.97
07-Jan-2013	Cheque # 1	-7,408.00		31,829.97
08-Jan-2013	Transfer Out # 051701460	-30,600.00		1,229.97
	7311954 wellesly cheq			
15-Jan-2013	Cheque Deposit		9,668.25	10,898.22
16-Jan-2013	Transfer In		20,500.00	31,398.22
	7311954 wellesly cheq			
17-Jan-2013	Cheque Deposit		2,975.73	34,373.95
17-Jan-2013	Transfer Out # 045923470	-3,000.00		31,373.95
	7311954 wellesly cheq			
17-Jan-2013	Cheque # 175	-2,525.00		28,848.95
17-Jan-2013	Cheque # 167	-2,525.00		26,323.95
18-Jan-2013	Cheque # 170	-1,369.73		24,954.22
21-Jan-2013	Cheque # 218	-2,525.00		22,429.22
21-Jan-2013	Cheque # 219	-1,893.75		20,535.47
21-Jan-2013	Cheque # 210	-2,525.00		18,010.47
21-Jan-2013	Cheque # 169	-684.86		17,325.61
22-Jan-2013	Transfer In		4,400.00	21,725.61
	7311954 wellesly cheq			
24-Jan-2013	Cheque # 226	-2,525.00		19,200.61
24-Jan-2013	Cheque # 171	-5,740.40		13,460.21
25-Jan-2013	Cheque # 168	-1,262.50		12,197.71
28-Jan-2013	Transfer In		68,500.00	80,697.71
	7311954 wellesly cheq			
28-Jan-2013	Cheque # 174	-1,585.70		79,112.01
29-Jan-2013	Cheque # 165	-5,015.41		74,096.60
29-Jan-2013	Cheque # 166	-2,525.00		71,571.60
31-Jan-2013	Transfer In		8,600.00	80,171.60

Member Number: 7311780
Member Name: Royal Agincourt Corp.

Date	Account Activity (cont.)	Withdrawals	Deposits	Balance
	7311954 wellesy cheq			
31-Jan-2013	Bill Payment # 130510191 Enbridge	-8,564.68		71,606.92
31-Jan-2013	Transfer Out # 051722890 7311954 wellesy cheq	-1,300.00		70,306.92
31-Jan-2013	Transaction Fees	-13.50		70,293.42
	Account Totals	185,191.86	254,321.50	70,293.42



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- ✓ Optional coverages including Trip Interruption, baggage, Accidental Death & Dismemberment and Flight Accident
- ✓ Top-ups and extensions available
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001309

Statement Period Ending: February 28, 2013
Account Number: 7311780
Number of Cheques: 5

Royal Agincourt Corp.
30 Hazelton Avenue
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - Royal Agincourt Corp.

Date	Account Activity	Withdrawals	Deposits	Balance
31-Jan-2013	Balance Forward			70,293.42
01-Feb-2013	Cheque # 209	-48,000.00		22,293.42
01-Feb-2013	Cheque # 227	-7,546.80		14,746.62
01-Feb-2013	Cheque Deposit		7,809.31	22,555.93
01-Feb-2013	Combined Deposit		35,529.46	58,085.39
01-Feb-2013	Cheque Deposit		9,668.25	67,753.64
01-Feb-2013	Transfer Out # 061602281	-45,600.00		22,153.64
	7311954 wellesly cheq			
05-Feb-2013	Pre-Authorized # 9305	-72,093.61		-49,939.97 OD
	HMT HOLDINGS IN			
05-Feb-2013	Overdraft Fee	-5.00		-49,944.97 OD
	Non Sufficient Funds			
05-Feb-2013	Combined Deposit		114,232.33	64,287.36
05-Feb-2013	Transfer Out # 052523531	-14,300.00		49,987.36
	7311954 wellesly cheq			
05-Feb-2013	Cheque # 228	-6,614.73		43,372.63
06-Feb-2013	Transfer Out # 053232312	-250.00		43,122.63
	7311954 wellesly cheq			
06-Feb-2013	Cheque # 263	-7,408.00		35,714.63
11-Feb-2013	Cheque # 237	-27,569.25		8,145.38
21-Feb-2013	Transfer Out # 051234164	-8,050.00		95.38
	7311954 wellesly cheq			
28-Feb-2013	Transaction Fees	-7.50		87.88
	Account Totals	237,444.89	167,239.35	87.88

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15/05/14

Accrual Basis

Royal Agincourt Corp Transactions by Account As of 15 May 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Bill Pmt -Cheque	15/01/2013	168	Cary Silber		X	20000 · Accou...	-1,262.50	-429.69
Bill Pmt -Cheque	15/01/2013	169	Dennis Condos		X	20000 · Accou...	-884.86	-1,114.55
Bill Pmt -Cheque	15/01/2013	170	Gideon and Irene L...		X	20000 · Accou...	-1,369.73	-2,484.28
Bill Pmt -Cheque	15/01/2013	171	Grace and Ken Bugg		X	20000 · Accou...	-5,740.40	-8,224.68
Bill Pmt -Cheque	15/01/2013	172	Howard Beck		X	20000 · Accou...	0.00	-8,224.68
Bill Pmt -Cheque	15/01/2013	173	Joel or Renee Scha...	VOID: chq ref...	X	20000 · Accou...	0.00	-8,224.68
Bill Pmt -Cheque	15/01/2013	174	John Rocha and M...	VOID: error i...	X	20000 · Accou...	-1,585.70	-9,810.38
Bill Pmt -Cheque	15/01/2013	175	Stockton & Bush P...		X	20000 · Accou...	-2,525.00	-12,335.38
Bill Pmt -Cheque	15/01/2013	210	Ormsby Investment...	VOID:value t...	X	20000 · Accou...	-2,525.00	-14,860.38
Bill Pmt -Cheque	15/01/2013	214	Joel or Renee Scha...		X	20000 · Accou...	0.00	-14,860.38
Bill Pmt -Cheque	15/01/2013	218	Joel or Renee Scha...		X	20000 · Accou...	-2,525.00	-17,385.38
Bill Pmt -Cheque	15/01/2013	219	Joel or Renee Scha...		X	20000 · Accou...	-1,893.75	-19,279.13
Bill Pmt -Cheque	15/01/2013	226	Vane Plesse	First Quarter ...	X	26200 · I/C Pa...	-2,525.00	-21,804.13
Cheque	15/01/2013			Funds Transfer	X	26200 · I/C Pa...	20,500.00	-1,304.13
Transfer	16/01/2013		Harbour Mortgage ...		X	Mortgage Fees	-48,000.00	-49,304.13
Cheque	17/01/2013	209	Handy Home Produ...		X	11000 · Accou...	2,975.73	-46,328.40
Payment	17/01/2013	2000...			X	26200 · I/C Pa...	-3,000.00	-49,328.40
Transfer	17/01/2013			Funds Transfer	X	26200 · I/C Pa...	-4,400.00	-53,728.40
Transfer	22/01/2013			Funds Transfer	X	20000 · Accou...	-7,546.80	-61,275.20
Bill Pmt -Cheque	25/01/2013	227	Power Stream Inc.		X	26200 · I/C Pa...	68,500.00	-16,024.80
Transfer	28/01/2013			Funds Transfer	X	26200 · I/C Pa...	8,600.00	-24,624.80
Transfer	31/01/2013			Funds Transfer	X	26200 · I/C Pa...	-1,300.00	-23,324.80
Cheque	31/01/2013	Onlin...	Enbridge	Account No. ...	X	20000 · Accou...	-8,564.68	-31,889.48
Cheque	31/01/2013			Service Charge	X	80400 · Bank ...	-13.50	-31,902.98
Payment	01/02/2013	764	Handy Home Produ...		X	11000 · Accou...	16,516.83	-15,386.15
Payment	01/02/2013	769	Handy Home Produ...		X	11000 · Accou...	2,600.08	-12,786.07
Payment	01/02/2013	377	Plexor Plastics Corp.		X	11000 · Accou...	14,099.17	1,312.90
Payment	01/02/2013	376	Plexor Plastics Corp.		X	11000 · Accou...	2,313.38	3,626.28
Payment	01/02/2013	367	Plexor Plastics Corp.		X	11000 · Accou...	7,809.31	11,435.59
Payment	01/02/2013	25034	Verick International ...		X	11000 · Accou...	9,668.25	21,103.84
Transfer	01/02/2013			Funds Transfer	X	26200 · I/C Pa...	-45,600.00	-24,436.16
Bill Pmt -Cheque	05/02/2013	228	Power Stream Inc.		X	20000 · Accou...	-5,614.73	-30,050.89
Bill Pmt -Cheque	05/02/2013	229	Active Landscaping...		X	20000 · Accou...	-1,615.90	-31,666.79
Bill Pmt -Cheque	05/02/2013	230	Geoff Crewe - Chart...		X	20000 · Accou...	-1,356.00	-33,022.79
Bill Pmt -Cheque	05/02/2013	231	Laser Heating & Air...		X	20000 · Accou...	-3,671.57	-36,694.36
Bill Pmt -Cheque	05/02/2013	232	Platinum Electrical ...	VOID: error i...	X	20000 · Accou...	0.00	-36,694.36
Bill Pmt -Cheque	05/02/2013	233	Teiopl		X	20000 · Accou...	-417.92	-37,112.28
Bill Pmt -Cheque	05/02/2013	235	Wayne Long Archit...		X	20000 · Accou...	-5,650.00	-42,762.28
Bill Pmt -Cheque	05/02/2013	236	Laser Heating & Air...		X	20000 · Accou...	-3,805.84	-46,568.12
Bill Pmt -Cheque	05/02/2013	263	368230 Ontario Lim...	Royal Agincou...	X	20000 · Accou...	-7,408.00	-53,976.12
Bill Pmt -Cheque	05/02/2013		Forest Contractors ...	VOID: Custo...	X	20000 · Accou...	0.00	-53,976.12
Bill Pmt -Cheque	05/02/2013		Forest Contractors ...	VOID: Custo...	X	20000 · Accou...	0.00	-53,976.12
Payment	05/02/2013	4042	Superior Logistical ...		X	11000 · Accou...	6,083.64	-47,892.48
Payment	05/02/2013	77746	Graphic Transportat...		X	11000 · Accou...	32,728.97	-15,163.51
Payment	05/02/2013	77743	Graphic Transportat...		X	11000 · Accou...	70,248.91	55,085.40
Payment	05/02/2013	77736	Graphic Transportat...		X	11000 · Accou...	5,170.81	60,256.21
Transfer	05/02/2013			Funds Transfer	X	26200 · I/C Pa...	-14,300.00	45,956.21
General Journal	05/02/2013	J02/1...	To record mo...		X	Mortgage	-72,093.61	-26,337.40
Bill Pmt -Cheque	06/02/2013	237	Forest Contractors ...		X	20000 · Accou...	-27,569.25	-53,906.65

EXHIBIT

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15/05/14

Accrual Basis

Double Rose Developments Ltd. Transactions by Account As of 15 May 2014

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Payment	25/01/2013	1653	Workforce Producti...		X	11000 - Accou...	11,300.00	-44,885.47
Payment	25/01/2013	1886	Being Erica 1V Pro...		X	11000 - Accou...	169.50	-44,715.97
Transfer	28/01/2013			Funds Transfer	X	26200 - I/C Pa...	40,550.00	-4,165.97
Bill Pmt -Cheque	30/01/2013	60	Securitas Canada L...	3000538702	X	20000 - Accou...	-1,633.40	-5,799.37
Cheque	31/01/2013	61	Donna Stewart	Period Endin...	X	-SPLIT-	-2,224.76	-8,024.13
Payment	31/01/2013	7336	Total Fear Producti...		X	11000 - Accou...	5,424.00	-2,600.13
Payment	31/01/2013	1105	Orphan Black Prod...		X	11000 - Accou...	24,334.96	21,734.83
Payment	31/01/2013	1136	Orphan Black Prod...		X	11000 - Accou...	565.00	22,299.83
Payment	31/01/2013	2575	Entertainment One ...		X	11000 - Accou...	423.75	22,723.58
Payment	31/01/2013	47550	Canadian Film Centre		X	11000 - Accou...	16.95	22,740.53
Transfer	31/01/2013			Funds Transfer	X	26200 - I/C Pa...	-26,900.00	-4,159.47
Cheque	31/01/2013			Service Charge	X	80400 - Bank ...	-49.75	-4,209.22
Payment	04/02/2013	169	Janice and Mark Po...		X	11000 - Accou...	4,068.00	-141.22
Payment	04/02/2013	170	Janice and Mark Po...		X	11000 - Accou...	1,453.70	1,312.48
Payment	04/02/2013	364	Caftcad		X	11000 - Accou...	542.40	1,854.88
Payment	04/02/2013	82	Funny Jew Inc.		X	11000 - Accou...	226.00	2,080.88
Payment	04/02/2013	1359	Orphan Black Prod...		X	11000 - Accou...	76,647.90	78,728.78
Payment	04/02/2013	470	Positive Echo 3 Pro...		X	11000 - Accou...	1,695.00	80,423.78
Payment	04/02/2013	7338	11 Television Cana...	written from ...	X	11000 - Accou...	6,780.00	87,203.78
Payment	05/02/2013	46	Jedd Jones Archite...		X	20000 - Accou...	-904.00	86,299.78
Bill Pmt -Cheque	05/02/2013	62	368230 Ontario Ltd.	Mortgage Int...	X	76540 - Mortg...	-43,333.33	42,966.45
Cheque	05/02/2013	63	Abaco Glass		X	20000 - Accou...	-1,841.90	41,124.55
Bill Pmt -Cheque	05/02/2013	65	Bell Mobility		X	20000 - Accou...	-54.36	41,070.19
Bill Pmt -Cheque	05/02/2013	66	BMS Sanitation & S...		X	20000 - Accou...	-1,398.40	39,671.79
Bill Pmt -Cheque	05/02/2013	67	Browstone Security ...		X	20000 - Accou...	-429.40	39,242.39
Bill Pmt -Cheque	05/02/2013	68	Candoo Security Pr...		X	20000 - Accou...	-2,214.80	37,027.59
Bill Pmt -Cheque	05/02/2013	69	CANNON		X	20000 - Accou...	-151.18	36,876.41
Bill Pmt -Cheque	05/02/2013	70	Cintas		X	20000 - Accou...	-129.10	36,747.31
Bill Pmt -Cheque	05/02/2013	71	City Office Services...		X	20000 - Accou...	-79.10	36,668.21
Bill Pmt -Cheque	05/02/2013	72	Classic Fire Protecti...		X	20000 - Accou...	-1,283.68	35,384.53
Bill Pmt -Cheque	05/02/2013	73	Dyna Lync		X	20000 - Accou...	-113.00	35,271.53
Bill Pmt -Cheque	05/02/2013	74	East-West Service...		X	20000 - Accou...	-2,145.87	33,125.66
Bill Pmt -Cheque	05/02/2013	75	Enbridge		X	20000 - Accou...	-123.59	33,002.07
Bill Pmt -Cheque	05/02/2013	76	Grand & Toy		X	20000 - Accou...	-165.24	32,836.83
Bill Pmt -Cheque	05/02/2013	77	Nexus Protective S...		X	20000 - Accou...	-875.75	31,961.08
Bill Pmt -Cheque	05/02/2013	78	Norma Walton		X	20000 - Accou...	-58.77	31,902.31
Bill Pmt -Cheque	05/02/2013	79	Nortown Air		X	20000 - Accou...	-614.72	31,287.59
Bill Pmt -Cheque	05/02/2013	80	Novatex Inc.		X	20000 - Accou...	-6,087.42	25,200.17
Bill Pmt -Cheque	05/02/2013	82	Rogers		X	20000 - Accou...	-104.64	25,095.53
Bill Pmt -Cheque	05/02/2013	83	Securitas Canada L...	3000538702	X	20000 - Accou...	-56.65	25,038.88
Bill Pmt -Cheque	05/02/2013	84	Telcon Network & B...		X	20000 - Accou...	-384.20	24,654.68
Bill Pmt -Cheque	05/02/2013	85	Telus Communicati...	2223259881	X	20000 - Accou...	-3,935.21	20,719.47
Bill Pmt -Cheque	05/02/2013	86	ThysenKrupp Elev...		X	20000 - Accou...	-398.90	20,320.57
Bill Pmt -Cheque	05/02/2013	87	Titan Plumbing Ltd		X	20000 - Accou...	-720.94	19,599.63
Bill Pmt -Cheque	05/02/2013	88	Toronto Hydro Elect...		X	20000 - Accou...	-10,660.44	8,939.19
Bill Pmt -Cheque	05/02/2013	89	Bell Mobility		X	20000 - Accou...	-52.77	8,886.42
Bill Pmt -Cheque	05/02/2013	90	East-West Service...		X	20000 - Accou...	-402.28	8,484.14
Bill Pmt -Cheque	05/02/2013	91	Enbridge	ACCT 91001...	X	20000 - Accou...	-3,415.96	5,068.18
Bill Pmt -Cheque	05/02/2013	92	Nexus Protective S...		X	20000 - Accou...	-847.50	4,220.68

This is Exhibit.....referred to in the
affidavit.....GERRY GOTFRIT.....
sworn before me, this.....15th.....
day of.....December.....20.14.....
A COMMISSIONER FOR TAKING AFFIDAVITS

ROSE & THISTLE

<u>Property</u>	<u>Amount</u>	<u>Shareholders</u>
324 Prince Edward	\$ 520,950.00	Christine and Michael DeJong
50 Richmond East	\$ 239,677.00	Dennis Condos, Peggy Condos, Grace and Ken Bugg, Vane Plesse
1 William Morgan	\$ 506,650.00	Fareed Ansari
Corporate Communications Interactive	\$ 1,232,577.00	Ange Boudle, Paul Duffy and Carmen Duffy
2 Kelvin	\$ 134,200.00	John Rawlings
646 Broadview	\$ 62,850.00	John and Myrne Rawlings
30A Hazelton	\$ 150,425.00	Fareed Ansari
252 Carlton	\$ 428,450.00	various investors
66 Gerrard	\$ 724,005.00	various investors
Loftraum	\$ 143,150.00	Carlos Carreiro
24 Cecil Street	\$ 737,500.00	various investors
14 College	\$ 1,821,350.00	various investors
30 Hazelton	\$ 1,081,715.00	Fareed Ansari
2454 Bayview	\$ 2,715,625.00	various investors
346 Jarvis	\$ 199,750.00	various investors
65 Front Street East	\$ 5,445,750.00	various investors
19 Tennis Crescent	\$ 312,758.00	Carlos Carreiro
648 Broadview	\$ 67,200.00	Carlos Carreiro
3270 American Drive	\$ 847,450.00	Christine and Michael DeJong
110 Lombard	\$ 668,857.00	Fareed Ansari and Carlos Carreiro
	<u>\$ 18,040,889.00</u>	

The above properties and/or companies contributed money to Rose and Thistle to be traced into the joint Bernstein-Walton portfolio