

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List**

B E T W E E N:

**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 IN SCHEDULE "B" HERETO, TO BE
BOUND BY THE RESULT**

SUPPLEMENTAL MOTION RECORD OF THE MANAGER, SCHONFELD INC.

**(Motion for approval and vesting orders with respect to 620 Richmond Street West
and 65 Heward Avenue, returnable September 17, 2014)**

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ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

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

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INDEX

I N D E X

TAB NO.

- A. Supplemental Report to the Sixteenth Report of the Manager
 - 1. 65 Heward Avenue – Approval and Vesting Order (blackline)
 - 2. 620 Richmond Street West – Approval and Vesting Order (blackline)

A

Court File No.: CV-13-10280-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

B E T W E E N:

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 IN SCHEDULE "B" HERETO, TO BE
BOUND BY THE RESULT

**SUPPLEMENTAL REPORT TO THE SIXTEENTH REPORT OF THE MANAGER,
SCHONFELD INC.**

(Motion for approval and vesting orders with respect to 620 Richmond
Street West and 65 Heward Avenue, returnable September 17, 2014)

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I. Introduction

1. This is the Supplemental Report to the Sixteenth Report of Schonfeld Inc. (the “**Manager**”) dated September 10, 2014 (the “**Sixteenth Report**”) in its capacity as Manager of certain companies listed at Schedule “B” (the “**Companies**”)¹ to the Order of Justice Newbould dated November 5, 2013, together with the real estate properties owned by the Companies (the “**Properties**”).

A. Purpose of this Report

2. The purpose of this Report is to provide a recommendation with respect to the distribution of the net proceeds of the Heward Transaction described in the Sixteenth Report (the “**Heward Proceeds**”).

3. Capitalized terms not otherwise defined below have the meanings ascribed to them in the Sixteenth Report.

4. The terms of reference set out in the Sixteenth Report apply to this Supplemental Report.

II. Proposed Distribution of Sale Proceeds

5. The various claims against the Heward Property and the Heward Proceeds are listed at paragraphs 30-34 of the Sixteenth Report. As noted in the Sixteenth Report, the Heward Proceeds are not expected to be sufficient to pay all of the claims against the Heward Property in full. The Manager’s calculation of the expected shortfall is found at Heward Confidential Appendix “D”.

6. The Manager has requested, but not yet received, information relating to all relevant priorities and distribution. Accordingly, the Manager recommends that the Heward Proceeds be held in trust by the Manager or its counsel pending further Order of this Court and that the distribution be addressed at a subsequent hearing of this Court following the closing of the Heward Transaction.

¹ Schedule “B” was amended by Order dated January 16, 2014.

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III. Conclusion and Recommendations

7. In light of the foregoing and for the reasons expressed in the Sixteenth Report, the Manager respectfully recommends that this Court approve the Heward Transaction and grant the relief sought in the Manager's notice of motion.

All of which is respectfully submitted this 16th day of September, 2014.

SCHONFELD INC.

In its capacity as Manager pursuant to the Order of Newbould, J. dated November 5, 2013

Per: _____

Harlan Schonfeld CPA · CIRP

SCHEDULE "A" COMPANIES

1. Dr. Bernstein Diet Clinics Ltd.
2. 2272551 Ontario Limited
3. DBDC Investments Atlantic Ltd.
4. DBDC Investments Pape Ltd.
5. DBDC Investments Highway 7 Ltd.
6. DBDC Investments Trent Ltd.
7. DBDC Investments St. Clair Ltd.
8. DBDC Investments Tisdale Ltd.
9. DBDC Investments Leslie Ltd.
10. DBDC Investments Lesliebrook Ltd.
11. DBDC Fraser Properties Ltd.
12. DBDC Fraser Lands Ltd.
13. DBDC Queen's Corner Ltd.
14. DBDC Queen's Plate Holdings Inc.
15. DBDC Dupont Developments Ltd.
16. DBDC Red Door Developments Inc.
17. DBDC Red Door Lands Inc.
18. DBDC Global Mills Ltd.
19. DBDC Donalda Developments Ltd.
20. DBDC Salmon River Properties Ltd.
21. DBDC Cityview Lands Ltd.
22. DBDC Weston Lands Ltd.
23. DBDC Double Rose Developments Ltd.
24. DBDC Skyway Holdings Ltd.
25. DBDC West Mall Holdings Ltd.
26. DBDC Royal Gate Holdings Ltd.
27. DBDC Dewhurst Developments Ltd.
28. DBDC Eddystone Place Ltd.
29. DBDC Richmond Row Holdings Ltd.

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SCHEDULE "B" COMPANIES

1. Twin Dragons Corporation
2. Bannockburn Lands Inc. / Skyline – 1185 Eglinton Avenue Inc.
3. Wynford Professional Centre Ltd.
4. Liberty Village Properties Ltd.
5. Liberty Village Lands Inc.
6. Riverdale Mansion Ltd.
7. Royal Agincourt Corp.
8. Hidden Gem Development Inc.
9. Ascalon Lands Ltd.
10. Tisdale Mews Inc.
11. Lesliebrook Holdings Ltd.
12. Lesliebrook Lands Ltd.
13. Fraser Properties Corp.
14. Fraser Lands Ltd.
15. Queen's Corner Corp.
16. Northern Dancer Lands Ltd.
17. Dupont Developments Ltd.
18. Red Door Developments Inc. and Red Door Lands Ltd.
19. Global Mills Inc.
20. Donalda Developments Ltd.
21. Salmon River Properties Ltd.
22. Cityview Industrial Ltd.
23. Weston Lands Ltd.
24. Double Rose Developments Ltd.
25. Skyway Holdings Ltd.
26. West Mall Holdings Ltd.
27. Royal Gate Holdings Ltd.
28. Royal Gate Nominee Inc.
29. Royal Gate (Land) Nominee Inc.
30. Dewhurst Development Ltd.
31. Eddystone Place Inc.

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32. Richmond Row Holdings Ltd.
33. El-Ad (1500 Don Mills) Limited
34. 165 Bathurst Inc.

1

Court File No. ●CV-13-10280-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ●—————)—————●, THE ●
—————)—————
JUSTICE ●—————)————— DAY OF ●, 20●

THE HONOURABLE) WEDNESDAY, THE 17TH
MR. JUSTICE NEWBOULD) DAY OF SEPTEMBER, 2014
)

~~B E T W E E N:~~BETWEEN:

PLAINTIFF

Plaintiff

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

Applicants

- and -

DEFENDANT

Defendant

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

Respondents

- and -

THOSE CORPORATIONS LISTED IN Schedule B HERETO, TO BE
BOUND BY THE RESULT

APPROVAL AND VESTING ORDER

(65 Heward Avenue, Toronto, Ontario)

THIS MOTION, made by [RECEIVER'S NAME] Schonfeld Inc. in its capacity as the Court-appointed interim receiver and receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "~~Debtor~~ manager (the "Manager")), without security, of all of the assets, undertakings and properties of Double Rose Developments Ltd. ("**Double Rose**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") made as of [DATE] and appended to the Report of the Receiver for the lands and building legally described as Part of Lots 33, 34, 35, 36, 37, 38, 39, 40 and 41 and two foot reserve Plan D260 Toronto, Block A Plan 513E Toronto, Block B, Plan 622E Toronto, Part of Lots 4, 5, 6 and 7 and part of Private Street Plan 339 Toronto between Lots 4 and 5 Plan 339 and Part of Marshland in front of Broken Lot 12, Broken Front Concession, designated as Parts 1, 2, 3 and 4, 66R20332, City of Toronto, subject to an easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 4, 66R20332, as in ES12914, subject to an easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 3, 66R20332, as in ES13268, together with an easement over Part of Lots 33 to 41 inclusive and two foot reserve Plan D260 Toronto, Block A Plan 513E, Block B Plan 622E, Part Lots 4 to 7 inclusive and Part of Private Street Plan 339 Toronto between Lots 4 and 5 Plan 339, Part of Marshland in front of Broken Lot 12, Broken Front Concession, Parts 5, 6, 7 and 8, 66R20332, as in AT150134, being all of PIN 21053-0074 (LT) and Part of Lots 33, 34, 35, 36, 37, 38, 39, 40 and 41 and two foot reserve Plan D260 Toronto, Block A Plan 513E Toronto, Block B, Plan 622E Toronto, Part of Lots 4, 5, 6 and 7 and part of Private Street Plan 339 Toronto between Lots 4 and 5 Plan 339, Part of Marshland in front of Broken Lot 12, Broken Front Concession, designated as Parts 5, 6, 7 and 8, 66R20332, City of Toronto, subject to an easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 8, 66R20332, as in ES12914, subject to easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 6, 66R20332, as in ES13268, subject to an easement in favour of Part of Lots 33 to 41 inclusive Plan D260, Block A Plan 513E, Block B Plan 622E, Part of Lots 4 to 7 inclusive and part of Private Street Plan 339, between Lots 4 and 5 Plan 339, and part of Marshland in front of Broken Lot 12, Broken Front Concession, Parts 1, 2, 3 and 4, 66R20332, as in AT150134, being all of PIN 21053-0075 (LT) (collectively, the "**Lands**") between the Manager and William Mandelbaum in trust for a company to be incorporated ("**Mandelbaum**") and assigned by Mandelbaum to 2432668 Ontario Ltd. (the "**Purchaser**") dated June 16, 2014

and accepted June 18, 2014, as amended by an exchange of emails dated August 18, 2014, as further amended by second amendment to agreement of purchase and sale dated August 20, 2014 and as assigned by Mandelbaum to the Purchaser (collectively, the “Sale Agreement”) and appended to the Sixteenth Report of the Manager dated {DATE}September 10, 2014 (the “Report”), and vesting in the Purchaser ~~the Debtor~~all of Double Rose’s right, title and interest in and to the assets ~~described in the Sale Agreement (the “Purchased Assets”)~~Lands, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and the Supplemental Report to the Sixteenth Report of the Manager and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~Manager, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and that the Sale Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders. ~~The~~the execution of the Sale Agreement by the Receiver ~~Manager~~ is hereby authorized and approved, ~~and the Receiver~~with such minor amendments as the Manager may deem necessary. The Manager is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the ~~Purchased Assets~~Lands to the Purchaser.

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver~~Manager~~’s certificate to the Purchaser substantially in the form attached as Schedule ~~AC~~ hereto (the “~~Receiver~~Manager’s Certificate”) and the registration of this Order on title to the Lands, all of ~~the Debtor~~Double Rose’s right, title and interest, in and to the ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~Lands shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), purchase options, liens, executions, writs of seizure and sale, levies, charges, or other financial or monetary claims, whether or not they have attached or been

perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Newbould dated ~~[DATE]~~November 5, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those ~~Claims~~claims listed on Schedule ~~€D~~E hereto (all of which items (i), (ii) and (iii) are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule ~~DE~~E) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Lands are hereby expunged and discharged as against the ~~Purchased Assets~~Lands.

4. ~~3.~~ THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver~~[Land Titles Division of {LOCATION}] Toronto (No. 66) of an Application for Vesting Order with respect to the Lands, in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*}, the Land Registrar is hereby directed to enter the Purchaser as the owner of the ~~subject real property identified in Schedule B hereto (the “Real Property”)~~Lands in fee simple, and is hereby directed to delete and expunge from title to the ~~Real Property~~Lands all of the Claims listed in Schedule ~~€D~~E hereto.

5. ~~4.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Purchased Assets proceeds of the Transaction, net of closing costs, (the “Net Proceeds”) shall stand in the place and stead of the ~~Purchased Assets~~Lands, and that from and after the delivery of the ~~Receiver~~Manager’s Certificate all Claims and Encumbrances shall attach to the ~~net proceeds from the sale of the Purchased Assets~~Net Proceeds with the same priority as they had with respect to the ~~Purchased Assets~~Lands immediately prior to the sale, as if the ~~Purchased Assets~~Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the conveyance and sale, respectively.

6. ~~THIS COURT ORDERS that the Net Proceeds shall be held in trust by the Manager or its counsel pending further Order of this Court.~~

7. ~~5.~~ THIS COURT ORDERS AND DIRECTS the ~~Receiver~~Manager to file with ~~the~~this Court a copy of the ~~Receiver~~Manager's Certificate, forthwith after delivery thereof.

~~6.~~ ~~THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "•" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

8. ~~7.~~ THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of ~~the Debtor~~Double Rose and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor~~Double Rose;

the vesting of the ~~Purchased Assets~~Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~Double Rose and shall not be void or voidable by creditors of ~~the Debtor~~Double Rose, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

10. THIS COURT ORDERS that no holder of any Encumbrances shall take any steps or proceedings, or make any filings or claims in connection therewith, against the Lands or against the Purchaser in connection with any of such Encumbrances following delivery of the Manager's Certificate in accordance with paragraph 3 hereof.

11. THIS COURT ORDERS that the Confidential Appendices to the Report contained in the Heward Confidential Appendix Brief (as defined in the Report) be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from the contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.

12. 9-THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ReceiverManager and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ReceiverManager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ReceiverManager and its agents in carrying out the terms of this Order.

Schedule A Companies

1. Dr. Bernstein Diet Clinics Ltd.
2. 2272551 Ontario Limited
3. DBDC Investments Atlantic Ltd.
4. DBDC Investments Pape Ltd.
5. DBDC Investments Highway 7 Ltd.
6. DBDC Investments Trent Ltd.
7. DBDC Investments St. Clair Ltd.
8. DBDC Investments Tisdale Ltd.
9. DBDC Investments Leslie Ltd.
10. DBDC Investments Lesliebrook Ltd.
11. DBDC Fraser Properties Ltd.
12. DBDC Fraser Lands Ltd.
13. DBDC Queen's Corner Ltd.
14. DBDC Queen's Plate Holdings Inc.
15. DBDC Dupont Developments Ltd.
16. DBDC Red Door Developments Inc.
17. DBDC Red Door Lands Inc.
18. DBDC Global Mills Ltd.
19. DBDC Donalda Developments Ltd.
20. DBDC Salmon River Properties Ltd.
21. DBDC Cityview Lands Ltd.
22. DBDC Weston Lands Ltd.
23. DBDC Double Rose Developments Ltd.
24. DBDC Skyway Holdings Ltd.
25. DBDC West Mall Holdings Ltd.
26. DBDC Royal Gate Holdings Ltd.
27. DBDC Dewhurst Developments Ltd.
28. DBDC Eddystone Place Ltd.
29. DBDC Richmond Row Holdings Ltd.

Schedule B Companies

1. Twin Dragons Corporation
2. Bannockburn Lands Inc. / Skyline – 1185 Eglinton Avenue Inc.
3. Wynford Professional Centre Ltd.
4. Liberty Village Properties Ltd.
5. Liberty Village Lands Inc.
6. Riverdale Mansion Ltd.
7. Royal Agincourt Corp.
8. Hidden Gem Development Inc.
9. Ascalon Lands Ltd.
10. Tisdale Mews Inc.
11. Lesliebrook Holdings Ltd.
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13. Fraser Properties Corp.
14. Fraser Lands Ltd.
15. Queen's Corner Corp.
16. Northern Dancer Lands Ltd.
17. Dupont Developments Ltd.
18. Red Door Developments Inc. and Red Door Lands Ltd.
19. Global Mills Inc.
20. Donalda Developments Ltd.
21. Salmon River Properties Ltd.
22. Cityview Industrial Ltd.
23. Weston Lands Ltd.
24. Double Rose Developments Ltd.
25. Skyway Holdings Ltd.
26. West Mall Holdings Ltd.
27. Royal Gate Holdings Ltd.
28. Royal Gate Nominee Inc.
29. Royal Gate (Land) Nominee Inc.
30. Dewhurst Development Ltd.
31. Eddystone Place Inc.
32. Richmond Row Holdings Ltd.

33. El-Ad (1500 Don Mills) Limited

34. 165 Bathurst Inc.

Schedule C~~Schedule A~~— Form of ~~Receiver~~Manager's CertificateCourt File No. ●: CV-13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

~~B E T W E E N:~~BETWEEN:**~~PLAINTIFF~~**

Plaintiff

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

Applicants

- and -

~~DEFENDANT~~

Defendant

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

Respondents

- and -

THOSE CORPORATIONS LISTED IN Schedule B HERETO, TO BE
BOUND BY THE RESULT

RECEIVERMANAGER'S CERTIFICATE**RECITALS**

- A. A.—Pursuant to an Order of the Honourable ~~{NAME OF JUDGE}~~Mr. Justice Newbould of the Ontario Superior Court of Justice (the “**Court**”) dated ~~{DATE OF ORDER}~~, ~~{NAME OF RECEIVER}~~November 5, 2013, Schonfeld Inc. was appointed as the interim receiver and receiver (the “**Receiver**”) of the undertaking, property and assets of ~~{DEBTOR}~~ (the “**Debtor**”). Manager (the “**Manager**”), without security, of all of the assets, undertakings and properties of Double Rose Developments Ltd. (“**Double Rose**”) and others;

- B. B.—Pursuant to an Order of the Court dated ~~[DATE]~~●, 2014 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ (dated June 16, 2014 and accepted June 18, 2014, as amended by an exchange of emails dated August 18, 2014, as further amended by second amendment to agreement of purchase and sale dated August 20, 2014 and as may be further amended and/or assigned from time to time (collectively, the “**Sale Agreement**”) between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~Manager and William Mandelbaum in trust for a company to be incorporated (“**Mandelbaum**”) and assigned by Mandelbaum to 2432668 Ontario Ltd. (the “**Purchaser**”) and provided for: (A) the vesting in the Purchaser of ~~the Debtor~~Double Rose’s right, title and interest ~~in and to the Purchased Assets~~, in and to the lands legally described as Part of Lots 33, 34, 35, 36, 37, 38, 39, 40 and 41 and two foot reserve Plan D260 Toronto, Block A Plan 513E Toronto, Block B, Plan 622E Toronto, Part of Lots 4, 5, 6 and 7 and part of Private Street Plan 339 Toronto between Lots 4 and 5 Plan 339 and Part of Marshland in front of Broken Lot 12, Broken Front Concession, designated as Parts 1, 2, 3 and 4, 66R20332, City of Toronto, subject to an easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 4, 66R20332, as in ES12914, subject to an easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 3, 66R20332, as in ES13268, together with an easement over Part of Lots 33 to 41 inclusive and two foot reserve Plan D260 Toronto, Block A Plan 513E, Block B Plan 622E, Part Lots 4 to 7 inclusive and Part of Private Street Plan 339 Toronto between Lots 4 and 5 Plan 339, Part of Marshland in front of Broken Lot 12, Broken Front Concession, Parts 5, 6, 7 and 8, 66R20332, as in AT150134, being all of PIN 21053-0074 (LT) and Part of Lots 33, 34, 35, 36, 37, 38, 39, 40 and 41 and two foot reserve Plan D260 Toronto, Block A Plan 513E Toronto, Block B, Plan 622E Toronto, Part of Lots 4, 5, 6 and 7 and part of Private Street Plan 339 Toronto between Lots 4 and 5 Plan 339, Part of Marshland in front of Broken Lot 12, Broken Front Concession, designated as Parts 5, 6, 7 and 8, 66R20332, City of Toronto, subject to an easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 8, 66R20332, as in ES12914, subject to easement over part of Marshland in front of Broken Lot 12, Broken Front Concession, Part 6, 66R20332, as in ES13268, subject to an easement in favour of Part of Lots 33 to 41 inclusive Plan D260, Block A Plan 513E, Block B Plan 622E, Part of Lots 4 to 7 inclusive and part of Private Street Plan 339, between Lots 4 and 5 Plan 339, and part of Marshland in front of Broken Lot 12, Broken Front Concession, Parts 1, 2, 3 and 4, 66R20332, as in AT150134, being all of PIN 21053-0075 (LT) (collectively, the “**Lands**”), which vesting is to be effective with respect to the ~~Purchased Assets~~Lands upon: (1) the delivery by the Receiver~~Manager~~ to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the ~~Purchased Assets~~Lands; (ii) that the conditions to Closing as set out in ~~section ● of~~Section 8 on Schedule B to the Sale Agreement have been satisfied or waived by the Receiver~~Manager~~ and the Purchaser; and (iii) the ~~Transaction~~transaction has been completed to the satisfaction of the Receiver~~Manager~~; and (2) the registration of the Approval and Vesting Order on title to the Lands.
- C. C.—Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER/MANAGER CERTIFIES the following:

1. 1. — The Purchaser has paid and the Receiver/Manager has received the Purchase Price for the ~~Purchased Assets~~ Lands payable on the Closing Date pursuant to the Sale Agreement;
2. 2. — The conditions to Closing as set out in ~~section 8~~ Section 8 on Schedule B to the Sale Agreement have been satisfied or waived by the Receiver/Manager and the Purchaser; and
3. 3. — ~~The Transaction~~ The transaction contemplated in the Sale Agreement has been completed to the satisfaction of the Receiver/Manager.
4. — This Certificate was delivered by the Receiver/Manager at ~~● [TIME]~~ Toronto, Ontario on ~~● [DATE]~~ _____, 2014.

~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~

Per: _____

_____ Name:

_____ Title:

SCHONFELD INC., in its capacity as Court appointed Manager of DOUBLE ROSE DEVELOPMENTS LTD. and not in its personal capacity

Per: _____

Name: Harlan Schonfeld

Title: President

Schedule B — Purchased Assets**Schedule D~~Schedule C~~ — Claims to be deleted and expunged from title to Real Property~~the Lands~~**

1. Charge in favour of 368230 Ontario Limited registered on October 9, 2012 as Instrument No. AT3146797;
2. Notice of Assignment of Rents – General in favour of 368230 Ontario Limited registered on October 9, 2012 as Instrument No. AT3146819;
3. Charge in favour of Canadian Western Trust Company (Incorporation No. A46845) in trust for RRSP Account No. 1008 3357 and 1008 3354;
4. Notice of Assignment of Rents – General in favour of Canadian Western Trust Company (Incorporation No. A468455) in trust for RRSP Account No. 1008 3357 and 1008 3354; and
5. Construction Lien in favour of Aim Environmental Group Inc. registered on November 19, 2013 as Instrument No. AT3456630.

Schedule D**Schedule E– Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property Lands**

(unaffected by the Vesting Order)

1. Transfer of Easement in favour of The Corporation of the City of Toronto registered on June 9, 1933 as Instrument No. ES12914;
2. Transfer of Easement in favour of The Corporation of the City of Toronto registered on February 1, 1934 as Instrument No. ES13268;
3. Order registered December 9, 1940 as Instrument No. ES17656;
4. Notice of Agreement registered on July 4, 1986 as Instrument No. C297715;
5. Notice of Agreement registered on January 26, 1988 as Instrument No. C444823;
6. Notice of Agreement registered on April 23, 2003 as Instrument No. AT150133;
7. Transfer of Easement registered April 23, 2003 as Instrument No. AT150134 (PIN 21053-0075 only); and
8. Notice of Lease registered on June 4, 2013 as Instrument No. AT3315603.

DBDC SPADINA LTD. ET AL

and

NORMA WALTON ET AL

Court File No: CV-13-10280-00CL

Applicants

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at TORONTO

APPROVAL AND VESTING ORDER

GOODMANS LLP

Barristers & Solicitors

333 Bay Street, Suite 3400

Toronto, Canada M5H 2S7

Brian Empey LSUC#: 30640G

Mark Dunn LSUC#: 55510L

Tel: 416.979.2211

Fax: 416.979.1 234

Lawyers for the Manager

6367040

PRECEDENTS\32127.1

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Court File No. ●CV-13-10280-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ●—————)—————●, THE ●
—————)—————
JUSTICE ●—————)————— DAY OF ●, 20●

THE HONOURABLE) WEDNESDAY, THE 17th
MR. JUSTICE NEWBOULD) DAY OF SEPTEMBER, 2014
)

~~B E T W E E N~~: BETWEEN:

~~PLAINTIFF~~

Plaintiff

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

Applicants

- and -

~~DEFENDANT~~

Defendant

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

Respondents

- and -

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

APPROVAL AND VESTING ORDER

(620 Richmond Street West, Toronto, Ontario)

THIS MOTION, made by ~~{RECEIVER'S NAME}~~ Schonfeld Inc. in its capacity as the Court-appointed ~~interim receiver and receiver~~ (the "Receiver") of the ~~undertaking, property and assets of {DEBTOR}~~ (the "~~Debtor~~manager (the "**Manager**"), ~~without security, of all of the assets, undertakings and properties of 165 Bathurst Inc. ("Bathurst") and Richmond Row Holdings Ltd. ("Richmond")~~ for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "~~Sale Agreement~~") between the Receiver and ~~{NAME OF PURCHASER}~~ (the "**Purchaser**") made as of ~~{DATE}~~ and ~~appended to the Report of the Receiver for the lands and building legally described as Lot 27 Plan D111 Toronto and Part of Lot 9 Section C Plan Military Reserve Toronto (aka Major Goodwins Property) as in CA491186, except the easement therein, City of Toronto, being all of PIN 21239-0081 (LT) (the "Lands") between the Manager and Timbercreek Acquisitions Inc. ("Timbercreek") and assigned, or to be assigned, by Timbercreek to Mustang Equities Inc. and TC Core LP (collectively, the "Purchasers") dated June 11, 2014, as amended by an exchange of emails dated July 11, 2014, as revived and amended by revival and amendment to agreement of purchase and sale dated July 15, 2014 and as further revived and amended by revival, waiver and amendment to agreement of purchase and sale dated August 6, 2014 (collectively, the "**Sale Agreement**") and for the sale of the other Purchased Assets (as defined in the Sale Agreement) and appended to the Sixteenth Report of the Manager dated ~~{DATE}~~ September 10, 2014 (the "**Report**"), and vesting in the ~~Purchaser the Debtor~~ Purchasers all of Bathurst's and Richmond's right, title and interest, in and to the ~~assets described in the Sale Agreement (the "Lands and other Purchased Assets")~~, was heard this day at 330 University Avenue, Toronto, Ontario.~~

ON READING the Report and on hearing the submissions of counsel for the ~~Receiver,~~ ~~{NAMES OF OTHER PARTIES APPEARING}~~ Manager, no one appearing for any other person on the service list, ~~although properly served as appears from the affidavit of {NAME} sworn {DATE} filed:~~

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. 4.—THIS COURT ORDERS AND DECLARES that the Sale Agreement and the Transaction is/are hereby approved, and that the Sale Agreement is commercially reasonable and

~~in the best interests of the Debtor and its stakeholders. The~~ the execution of the Sale Agreement by the ~~Receiver~~ Manager is hereby authorized and approved, ~~and the Receiver with such minor amendments as the Manager may deem necessary (and that are accepted by the Purchasers).~~ The Manager is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Lands and the other Purchased Assets to the ~~Purchaser~~ Purchasers.

3. ~~2.~~—THIS COURT ORDERS AND DECLARES that upon the delivery of a ~~Receiver~~ Manager's certificate to the ~~Purchaser~~ Purchasers substantially in the form attached as Schedule AC hereto (the "~~Receiver~~ Manager's Certificate"), ~~all of the Debtor and the registration of this Order on title to the Lands, all of Bathurst's and Richmond's right, title and interest, in and to the Lands and the other Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~ shall vest absolutely in the ~~Purchaser~~ Purchasers free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), purchase options, liens, executions, writs of seizure and sale, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~ Newbould dated ~~[DATE]~~ November 5, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims including, without limiting the generality of the foregoing, the registrations under Reference File Nos. 681051753, 688522941 and 688209759; (iii) those claims listed on Schedule C~~ D hereto; ~~and (iv) all claims, if any of the other entities listed on Schedule B hereto (all of which items (i), (ii), (iii) and (iv) are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~ E) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~ Lands are hereby expunged and discharged as against the ~~Purchased Assets~~ Lands.

4. ~~3.~~ THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ [Land Titles Division of {LOCATION}] Toronto (No. 66) of an Application for Vesting Order with respect to the Lands, in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*], the Land Registrar is hereby directed to enter the ~~Purchaser~~ Purchasers as the ~~owner of the subject real property identified in Schedule B hereto (the "Real Property")~~ owners of the Lands as tenants in common, in fee simple, and is hereby directed to delete and expunge from title to the ~~Real Property~~ Lands all of the Claims listed in Schedule ~~C~~ D hereto.

5. ~~4.~~ THIS COURT ORDERS that for the purposes of determining the nature and priority of the Claims, the net proceeds from the ~~sale of the Purchased Assets~~ Transaction (the "Net Proceeds") shall stand in the place and stead of the Lands and the other Purchased Assets, and that from and after the delivery of the ~~Receiver~~ Manager's Certificate all Claims and Encumbrances shall attach to the ~~net proceeds from the sale of the Purchased Assets~~ Net Proceeds with the same priority as they had with respect to the Lands and the other Purchased Assets immediately prior to the sale, as if the Lands and the other Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the conveyance and sale, respectively.

6. THIS COURT ORDERS that the Net Proceeds, shall be distributed as follows:

- (a) an amount sufficient to satisfy the the first ranking charge registered as AT3116739 shall be paid to Computershare Trust Company of Canada as trustee for First National Financial LP;
- (b) an amount sufficient to satisfy the second ranking charge registered as AT3337816 shall be paid to 165 Bathurst Financial Inc.; and
- (c) the balance of the proceeds of the Transaction shall be held in trust by the Manager or its counsel pending further Order of this Court.

7. ~~5.~~ THIS COURT ORDERS AND DIRECTS the ~~Receiver~~ Manager to file with ~~the~~ this Court a copy of the ~~Receiver~~ Manager's Certificate, forthwith after delivery thereof.

~~6.~~ THIS COURT ORDERS that, pursuant to clause ~~7(3)(c)~~ of the *Canada Personal Information Protection and Electronic Documents Act*, the ~~Receiver~~ is authorized and permitted

~~to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "•" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

8. ~~7.~~ THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of ~~the Debtor~~Bathurst and/or Richmond and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ~~the Debtor;~~Bathurst and/or Richmond.

the vesting of the Lands and the other Purchased Assets in the ~~Purchaser~~Purchasers pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ~~the Debtor~~Bathurst and/or Richmond and shall not be void or voidable by creditors of ~~the Debtor~~Bathurst and/or Richmond, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

10. THIS COURT ORDERS that all holders of any Encumbrances, shall upon request by the Manager, made in writing, record, register and/or file a discharge of any Encumbrances in and no holder of any Encumbrances shall take any steps or proceedings, or make any filings or claims in connection therewith, against the Lands or against the Purchasers in connection with any of such Encumbrances following delivery of the Manager's Certificate in accordance with paragraph 3 hereof.

11. THIS COURT ORDERS that the Confidential Appendices to the Report contained in the Richmond Confidential Appendix Brief (as defined in the Report) be sealed, kept confidential and not form part of the public record, but rather shall be placed separate and apart from the contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of this Court.

12. ~~9-~~THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ReceiverManager and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ReceiverManager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ReceiverManager and its agents in carrying out the terms of this Order.

Schedule A – ~~Form of Receiver’s Certificate~~ Companies

1. Dr. Bernstein Diet Clinics Ltd.
2. 2272551 Ontario Limited
3. DBDC Investments Atlantic Ltd.
4. DBDC Investments Pape Ltd.
5. DBDC Investments Highway 7 Ltd.
6. DBDC Investments Trent Ltd.
7. DBDC Investments St. Clair Ltd.
8. DBDC Investments Tisdale Ltd.
9. DBDC Investments Leslie Ltd.
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27. DBDC Dewhurst Developments Ltd.
28. DBDC Eddystone Place Ltd.
29. DBDC Richmond Row Holdings Ltd.

Schedule B Companies

1. Twin Dragons Corporation
2. Bannockburn Lands Inc. / Skyline – 1185 Eglinton Avenue Inc.
3. Wynford Professional Centre Ltd.
4. Liberty Village Properties Ltd.
5. Liberty Village Lands Inc.
6. Riverdale Mansion Ltd.
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8. Hidden Gem Development Inc.
9. Ascalon Lands Ltd.
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11. Lesliebrook Holdings Ltd.
12. Lesliebrook Lands Ltd.
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14. Fraser Lands Ltd.
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23. Weston Lands Ltd.
24. Double Rose Developments Ltd.
25. Skyway Holdings Ltd.
26. West Mall Holdings Ltd.
27. Royal Gate Holdings Ltd.
28. Royal Gate Nominee Inc.
29. Royal Gate (Land) Nominee Inc.
30. Dewhurst Development Ltd.
31. Eddystone Place Inc.

32. Richmond Row Holdings Ltd.

33. El-Ad (1500 Don Mills) Limited

34. 165 Bathurst Inc.

Schedule C – Form of Manager’s CertificateCourt File No. ●: CV-13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

~~BETWEEN:~~ BETWEEN:**PLAINTIFF**

Plaintiff

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

Applicants

- and -

DEFENDANT

Defendant

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

Respondents- and -

THOSE CORPORATIONS LISTED IN SCHEDULE “B” HERETO, TO BE
BOUND BY THE RESULT

RECEIVER/MANAGER’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Mr. Justice Newbould of the Ontario Superior Court of Justice (the “**Court**”) dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ November 5, 2013, Schonfeld Inc. was appointed as the ~~interim receiver and receiver~~ (the “**Receiver**”) of the ~~undertaking, property and assets of [DEBTOR]~~ (the “**Debtor**”) Manager (the “**Manager**”), without security, of all of the assets, undertakings and properties of 165 Bathurst Inc. (“**Bathurst**”) and Richmond Row Holdings Ltd. (“**Richmond**”) and others.

B. Pursuant to an Order of the Court dated ~~[DATE]~~ ●, 2014 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ (dated June 11, 2014, as amended by an exchange of emails dated July 11, 2014, as revived and amended by revival and amendment to agreement of purchase and sale dated July 15, 2014 and as further revived and amended by revival, waiver and amendment to agreement of purchase and sale dated August 6, 2014 and as may be further amended and/or assigned from time to time (collectively, the “Sale Agreement”)) between the ~~Receiver [Debtor]~~ and ~~[NAME OF PURCHASER]~~ (the “Purchaser/Manager and Timbercreek Acquisitions Inc. (“Timbercreek”) and assigned, or to be assigned, by Timbercreek to Mustang Equities Inc. and TC Core LP (collectively, the Purchasers)”) and provided for: (A) the vesting in the ~~Purchaser/Purchasers of the Debtor/Bathurst’s~~ right, title and interest ~~in and to the Purchased Assets,~~ and Richmond’s right, title and interest, in and to the lands legally described as Lot 27 Plan D111 Toronto and Part of Lot 9 Section C Plan Military Reserve Toronto (aka Major Goodwins Property) as in CA491186, except the easement therein, City of Toronto, being all of PIN 21239-0081 (LT) (the “Lands”), which vesting is to be effective with respect to the ~~Purchased Assets/Lands~~ upon: (1) the delivery by the ~~Receiver/Manager~~ to the ~~Purchaser/Purchasers~~ of a certificate confirming (i) the payment by the ~~Purchaser/Purchasers~~ of the Purchase Price for the ~~Purchased Assets/Lands~~; (ii) that the conditions to Closing as set out in ~~section ● of~~ Section 7 on Schedule B to the Sale Agreement have been satisfied or waived by the ~~Receiver/Manager~~ and the ~~Purchaser/Purchasers~~; and (iii) the ~~Transaction/transaction~~ has been completed to the satisfaction of the ~~Receiver/Manager~~; and (2) the registration of the Approval and Vesting Order on title to the Lands.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER/MANAGER CERTIFIES the following:

1. The ~~Purchaser has~~ Purchasers have paid and the ~~Receiver/Manager~~ has received the Purchase Price for the ~~Purchased Assets/Lands~~ payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section ● of~~ Section 7 on Schedule B to the Sale Agreement have been satisfied or waived by the ~~Receiver/Manager~~ and the ~~Purchaser/Purchasers~~; and
3. The ~~Transaction/transaction~~ contemplated in the Sale Agreement has been completed to the satisfaction of the ~~Receiver/Manager~~.
4. — This Certificate was delivered by the ~~Receiver/Manager~~ at ● [TIME] Toronto, Ontario on ● [DATE], _____, 2014.

~~[NAME OF RECEIVER], in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], and not in its personal capacity~~

Per: _____

_____ Name:

_____ Title:

SCHONFELD INC., in its capacity as Court
appointed Manager of 165 BATHURST INC.
and RICHMOND ROW HOLDINGS LTD,
and not in its personal capacity

Per: _____

Harlan Schonfeld

President

Schedule ~~B~~ – ~~Purchased Assets~~

~~Schedule CD~~ – Claims to be deleted and expunged from title to ~~Real Property~~ the Lands

1. Charge in the original principal amount of \$4,428,622.00 in favour of Computershare Trust Company of Canada registered on August 31, 2012 as Instrument No. AT3116739;
2. Notice of Assignment of Rents – General in favour of Computershare Trust Company of Canada registered on August 31, 2012 as Instrument No. AT3116740;
3. Charge in the original principal amount of \$6,575,000.00 in favour of 165 Bathurst Financial Inc. registered on June 28, 2013 as Instrument No. AT3337816;
4. Notice of Charge Amending and Confirming Agreement between 165 Bathurst Inc. and 165 Bathurst Financial Inc. registered on August 12, 2013 as Instrument No. AT3375124.

Schedule **DE** – Permitted Encumbrances, Easements and Restrictive Covenants related to the **Real Property Lands**

(unaffected by the Vesting Order)

1. Agreement registered December 21, 1978 as Instrument No. CT334695;
2. Agreement registered June 23, 1982 as Instrument No. CT538203;
3. Agreement registered April 2, 1990 as Instrument No. CA83690; and
4. Notice of Lease registered June 18, 2013 as Instrument No. AT3327892.

DBDC SPADINA LTD. ET AL

and

NORMA WALTON ET AL

Court File No: CV-13-10280-00CL

Applicants

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at TORONTO

APPROVAL AND VESTING ORDER

GOODMANS LLP

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Lawyers for the Manager

DBDC SPADINA LTD., et al
Applicants

NORMA WALTON, et al
Respondents

Court File No. CV-13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List**

Proceeding commenced at Toronto

**SUPPLEMENTAL MOTION RECORD OF
THE MANAGER, SCHONFELD INC.**

(Motion for approval and vesting orders with respect
to 620 Richmond Street West and 65 Heward Avenue,
returnable September 17, 2014)

**GOODMANS LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Canada M5H 2S7**

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File No. 14-0074