

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

Applicants
(the "Bernstein Group")

- and -

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

Respondents
(the "Walton Group")

and

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

**AFFIDAVIT OF NORMA WALTON
SWORN JANUARY 6, 2014**

1. I am one of the Respondents in this matter and as such I have knowledge of the matters to which I herein depose.
2. On January 5, 2014 I swore an Affidavit in this matter in support of an Order of this Court granting a moratorium from January 6, 2014 to February 15, 2104 on any sale by any means of any of 24 Bernstein/Walton properties identified in paragraph 6 of my earlier Affidavit. The purpose of the moratorium is to allow any interested party to present an offer for one, some or all of the properties either individually or as a portfolio of any size so that the Manager and the Court can assess market interest in the properties and assist the parties in maximizing value.

3. I also ask for an Order of the court that the Walton Group and in particular myself be free to solicit from, provide information to and obtain firm offers to purchase all or some of the Bernstein/Walton properties from 4 named property development groups mentioned in my earlier Affidavit, namely Kevric, The Kerbel Group, The Madison Group and EVTON and any other group that I may identify and this Honourable Court permit.

4. I also ask for a Court order that, to the extent that the Manager entered into any listing agreement(s) with real estate agent(s), that the agreements be non-exclusive with respect to any of the 24 Bernstein/Walton properties, so that no agent or broker will be entitled to a commission unless the sale proposed by that agent is finally accepted and closed.

5. Since completing my earlier Affidavit, I have received a second letter of intent to purchase a portfolio of properties. That letter of intent was foreshadowed in paragraph 26 of my earlier Affidavit filed in this matter.

6. Madison Properties currently owns and manages approximately 2 million square feet of commercial property, including office, retail and industrial buildings in the Greater Toronto Area. Madison is a family run business with over 40 years experience in the Greater Toronto Area.

7. The letter of intent from Madison specifies an offer price of \$300 million for 24 properties. The cost base of the Bernstein/Walton (24) properties is approximately \$275 million. If the Madison letter of intent were ultimately made into an agreement of purchase and sale and closed at the specified price, there were would be a pool of monies left over to satisfy the claims of the Bernstein Group and the Walton Group. Attached as Exhibit "A" is the letter of intent submitted by the Madison Group.

8. I believe that the Kerbel Group and Kevric are seriously considering an offer for the Bernstein/Walton portfolio and expect that they will make their decision before January 15, 2014.

9. I repeat the evidence led in my affidavit of January 5, 2014 regarding the detrimental actions of the Manager in permitting the balkanization of the portfolio in a manner that does not have any chance of achieving the best price for the properties in the Bernstein/Walton portfolio. I repeat my evidence that a portfolio sale, in my opinion and having regard to my experience with this portfolio in the marketplace over 13 years, is presently the best and most opportune way to maximize value in the portfolio sale process. I repeat my evidence that a moratorium on any sales up to February 15, 2014, allowing interested parties to consider a portfolio purchase, complete due diligence and firm up offers of purchase and sale exposes the properties to the marketplace in such a manner that the Court and the Manager can have market evidence and reaction to permit them to direct the proper method of proceeding thereafter, while maximizing value and permitting portfolio purchases before the portfolio of properties is irretrievably parcelled out in a manner that is not conducive to achieve the highest value. In particular, I refer to paragraphs 3, 4, 5, 8, 9, 12, 13, 14, 15, 16, 17, 21, and 22 of my earlier Affidavit filed in this motion.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, this)
6th day of January, 2014.)
)
)
_____)
A Commissioner for taking Affidavits, etc.)

NORMA WALTON

RE: LETTER OF INTENT TO PURCHASE THE FOLLOWING PROPERTIES (THE "PROPERTIES")

1. 1500 Don Mills Road, Toronto, Ontario
2. 1450 Don Mills Road, Toronto Ontario
3. 7-15 Fraser Avenue, Toronto, Ontario
4. 30 Fraser Avenue, Toronto, Ontario
5. 1131A Leslie Street, Toronto, Ontario
6. 165 Bathurst Street/ 620 Richmond Street West, Toronto, Ontario
7. 1 Royal Gate Boulevard, Vaughan, Ontario
8. 5770-5780 Highway 7 West, Vaughan, Ontario
9. 32 Atlantic Avenue, Toronto, Ontario
10. 47 Jefferson Avenue, Toronto, Ontario
11. 241 Spadina Avenue, Toronto, Ontario
12. 18 Wynford Drive, Toronto, Ontario
13. 1185 Eglinton Avenue East, Toronto, Ontario
14. 1485 Dupont Street, Toronto, Ontario
15. 295 The West Mall, Toronto, Ontario
16. 1 City View Drive, Toronto, Ontario
17. 355 Weston Road, Toronto, Ontario
18. 140 and 150 Queen's Plate Drive, Toronto, Ontario
19. 14 Dewhurst Blvd, Toronto, Ontario
20. 153 Eddystone Avenue, Toronto, Ontario
21. 450 Pape Avenue, Toronto, Ontario
22. 0 Trent Avenue, Toronto, Ontario
23. 3765 St. Clair Avenue East, Toronto, Ontario
24. 1003 Queen Street East, Toronto Ontario

On behalf of Madison Communities Limited ("Madison") (the "Purchaser") hereby submits to SCHONFELD INC. THE COURT APPOINTED MANAGER and to RON AND NORMA WALTON AND DR. STANLEY BERNSTEIN AS BENEFICIAL OWNERS OF THE PROPERTIES (the "Vendor") this Non-Binding Letter of Intent (the "Agreement") to set out the principal terms and conditions upon which it is prepared to enter into a formal Agreement of Purchase and Sale for the Properties described herein.

1. Properties

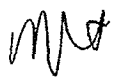
See Schedule A for full descriptions.

2. Purchase Price & Purchase Terms

The Purchase Price for the Properties shall be Three Hundred Million Dollars (\$300,000,000.00) all cash, subject to usual adjustments (the "Purchase Price"), payable as follows:

- (a) As part of the Purchase Price, the sum of One Million Dollars (\$1,000,000.00) (the "First Deposit") shall be paid by the Purchaser by cheque or bank draft to the Vendor's solicitor, in trust, representing the First Deposit within two (2) business days after the acceptance of this Agreement. The First Deposit shall be held by the Vendor's solicitor in

This is Exhibit A referred to in the
 affidavit of Norma Walton
 sworn before me, this 6th
 day of January 2014



trust in accordance with the terms of this Agreement;

- (b) As part of the Purchase Price, the sum of One Million Dollars (\$1,000,000.00) (the "Second Deposit") shall be paid by the Purchaser by cheque or bank draft to the Vendor's solicitor, in trust, representing the Second Deposit within two (2) business days after the acceptance of the Agreement of Purchase and Sale outlined in Section 3. The Second Deposit shall be held by the Vendor's solicitor in trust in accordance with the terms of this Agreement;
- (c) As part of the Purchase Price, the sum of One Million Dollars (\$1,000,000.00) (the "Third Deposit") shall be paid by the Purchaser by cheque or bank draft to the Vendor's solicitor, in trust, representing the Third Deposit within two (2) business days after waiver by the Purchaser of its conditions included in the Agreement of Purchase and Sale. The Third Deposit shall be held by the Vendor's solicitor in trust in accordance with the terms of this Agreement;
- (d) The Purchaser shall make arrangements to assume first mortgages on the following properties: 1500 Don Mills Road, Toronto, Ontario; 241 Spadina Avenue, Toronto, Ontario; 1131A Leslie Street, Toronto, Ontario.
- (e) The Purchaser shall pay the balance of the Purchase Price by bank draft or certified cheque, subject only to the usual adjustments with all cheques and bank drafts to be drawn on a Schedule "I" Canadian chartered bank.
- (f) The Vendor's solicitor is hereby irrevocably authorized and shall invest the First Deposit, Second Deposit, and Third Deposit (collectively the "Deposit") as directed by the Purchaser in an interest bearing term certificate or trust account of a Schedule "I" Canadian bank pending the Closing Date outlined in Section 6, or sooner termination of the Agreement of Purchase and Sale and to hold the Deposit in accordance with the provisions of this Agreement;
- (g) The Deposit, together with all interest earned thereon, shall be held by the Vendor's solicitor pending completion of this transaction or earlier termination of the Agreement, and shall be credited against the Purchase Price and paid to the Vendor on Closing.

3. Deliveries

Upon acceptance of the terms of the Letter of Intent and proof of delivery of the First Deposit, the Vendor shall make available to the Purchaser the following documents, if in its possession (the "Deliveries"):

- (a) All leases and all lease summaries, if any, for the Properties;
- (b) AutoCAD format as-built drawings and all other plans and specifications

- for the Properties, if available otherwise, hard copies of same, if available;
- (c) All environmental, roof, structural or other consultants reports related to the physical condition of the Properties in the possession of or under the control of the Vendor;
 - (d) Operating statements for the Properties for the full fiscal year expiring December 31st, 2012 and 2011;
 - (e) 2013 year to date operating statements for the Properties;
 - (f) 2013 operating budget for the Properties;
 - (g) Leasing plans, engineering and architectural plans and site plans, both full size and reductions, if possible, for the Properties;
 - (h) An aged receivables report for the Properties;
 - (i) A survey for the Properties and a certificate of a land surveyor certifying the current location of all improvements and structures, including the number of existing parking spaces, to the extent in the possession of the Vendor;
 - (j) A list of chattels;
 - (k) Realty tax assessments, notices and tax bills relating to the Properties and copies of any notices of any outstanding realty tax appeals and correspondence relating thereto, including copies of any working papers issued by the applicable assessment authorities used in calculating a notional allocation of the assessment;
 - (l) A list of outstanding work orders, notices, directives and letters of non-compliance issued by any governmental or other authority affecting the Properties received by the Vendor, if any, and a copy of each of them;
 - (m) All documents relevant to litigation, arbitration, mediation or other proceedings, actual, threatened or pending, if any, against the Properties or against the Vendor affecting the Properties;
 - (n) Copies of all contracts (the Purchaser may assume in its sole and unfettered discretion as of the Closing Date all Contracts which have a termination right of not more than thirty (30) days' notice and no termination penalties attached thereto. All Contracts not being assumed by the Purchaser will be terminated on the Closing Date.);
 - (o) Copies of the First Mortgage if it is to be assumed and all security collateral thereto and the commitment relating thereto; and
 - (p) Copy of the Vendor's form of offer.
 - (q) Any additional documentation and information requested by the



Purchaser.

4. Agreement of Purchase and Sale

Within fifteen (15) business days after receipt of the Deliveries, the Purchaser shall make best efforts to deliver to the Vendor on the Vendor's form of offer an Agreement of Purchase and Sale in accordance with the terms of this Letter of Intent, subject to reasonable negotiations and amendments by the Purchaser and its solicitor. If such an Agreement is not entered into between the parties within fifteen (15) business days, the Purchaser's First Deposit will be returned to the Purchaser in full, with interest, and without deduction.

5. Due Diligence Period (Purchaser's Condition)

Upon execution of the Agreement of Purchase and Sale, the Purchaser shall have a further thirty (30) business days to satisfy itself in its sole and unfettered discretion with respect to all matters relating to the Properties including title, zoning, environmental matters, related financial matters, condition of the improvements and any other matters, contracts or obligations related to the Properties. Should at any time during the thirty (30) business day Due Diligence Period, the Purchaser give notice to the Vendor (or its agent) of the Purchaser's intention not to proceed with the transaction, the deposit referred to in paragraphs 2 (a)(b) above, shall be forthwith returned to the Purchaser with accumulated interest thereon.

6. Right to Assign

The Purchaser shall have the right at any time prior to closing, to assign the Agreement of Purchase and Sale to any person, persons or corporation, either existing or to be incorporated, and upon closing, the Purchaser hereinbefore named shall stand released from all further liability hereunder.

7. Closing Date

The Closing Date shall take place on sixty (60) days after removal of the Purchaser's Condition in Clause 4 and 5.

8. Closing Costs

The Vendor and Purchaser shall each be responsible for its own customary expenses of Closing.

9. Properties Until Closing

The Properties shall be maintained and operated by the Vendor until the Closing Date in a normal and proper manner, as would a prudent owner of Properties of like kind and quality.

10. Mortgages

Other than the properties outlined in Section 2(d), the Purchaser shall not be obligated to assume any existing mortgages on the remaining Properties. The Vendor shall discharge all mortgages at the Vendor's cost.

11. Confidentiality

The Purchaser and the Vendor shall keep the terms of this Letter of Intent in strictest confidence.

12. Facsimile and PDF

The parties hereby acknowledge and agree that, for the purpose of offer, acceptance and execution of this Agreement, an executed facsimile of PDF copy shall constitute an original executed copy.

13. Non-Binding Letter of Intent with certain paragraphs to survive termination

This Letter of Intent will be non-binding on the parties.

14. Exclusivity

It is agreed that once this Agreement is signed by both the Purchaser and the Vendor, the Vendor shall not enter into discussions with any other party regarding the sale of the Properties. Also, the Vendor shall deal exclusively with the Purchaser until such time as the Agreement and the subsequent Agreement of Purchase and Sale have been concluded or terminated.

The foregoing provisions are not intended to be exhaustive, but rather to provide a mutually agreeable basis for proceeding. Although non-binding, we are hopeful it will form the basis for moving forward to a mutually acceptable and binding agreement.

If the foregoing is acceptable to you, please sign and return one (1) copy of this Agreement no later than January 8th, 2014 at 5:00 pm, failing which this Agreement shall be null and void.

PURCHASER

We hereby Agree with the Above Terms and Conditions on this 6th day of January, 2014

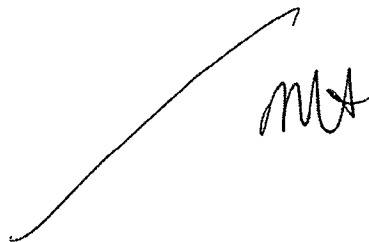
Per: 
Miguel Singer
Authorized Signing Officer

VENDOR

Acknowledged and Accepted this ____ day of January, 2014.

SCHONFELD INC. on behalf of itself and the beneficial owners

Per: _____



SCHEDULE "A"
DESCRIPTIONS

1. General

1. 1500 Don Mills Road, Toronto, Ontario
2. 1450 Don Mills Road, Toronto Ontario
3. 7-15 Fraser Avenue, Toronto, Ontario
4. 30 Fraser Avenue, Toronto, Ontario
5. 1131A Leslie Street, Toronto, Ontario
6. 165 Bathurst Street/ 620 Richmond Street West, Toronto, Ontario
7. 1 Royal Gate Boulevard, Vaughan, Ontario
8. 5770-5780 Highway 7 West, Vaughan, Ontario
9. 32 Atlantic Avenue, Toronto, Ontario
10. 47 Jefferson Avenue, Toronto, Ontario
11. 241 Spadina Avenue, Toronto, Ontario
12. 18 Wynford Drive, Toronto, Ontario
13. 1185 Eglinton Avenue East, Toronto, Ontario

2. Legal Descriptions

1. 1500 Don Mills Road, Toronto, Ontario

PART LOT 10, CON. 3, EYS (CITY OF NORTH YORK) DESIGNATED AS PARTS 1, 2, 3, 4, 5, 6, 7 & 8 ON PLAN 66R17662. SUBJECT TO TB981024, NY499108, NY765474, TB24553 & TB119624. CITY OF TORONTO

2. 1450 Don Mills Road, Toronto Ontario

PT LT 10 CON 3 EYS TWP OF YORK AS IN TB395970; S/T NY380043; TORONTO (N YORK) , CITY OF TORONTO

3. 7-15 Fraser Avenue, Toronto, Ontario

BLK D, E, F, G PL 1122 CITY WEST; LT 14-17, 31-34, 66 PL 1122 CITY WEST; PT BLK A, C PL 1122 CITY WEST; PT PARDEE AV PL 1122 CITY WEST (CLOSED BY OF55107); PT LT 13, 30, 50, 63-65 PL 1122 CITY WEST AS IN CT538135 (FIRSTLY & SECONDLY) & PT 1 64R14880; PT BLK E PL 1096 CITY WEST; PT BLK 8 PL ORDNANCE RESERVE TORONTO PT 10, 11, 12 64R15422; S/T CA507310; CITY OF TORONTO

4. 30 Fraser Avenue, Toronto, Ontario

PT BLK H PL 1233 TORONTO; PT LT 24-25, 44-45 PL 684 CITY WEST AS IN CT538135 (THIRDLY); CITY OF TORONTO

5. 1131A Leslie Street, Toronto, Ontario

MA

PT LT 3 CON 3 EYS TWP OF YORK PARTS 1, 2, 3, 5, 6, 7 & 9, 64R10086; S/T TB183776; S/T TB189467, TB864493; TORONTO (N YORK) , CITY OF TORONTO

6. 165 Bathurst Street/ 620 Richmond Street West, Toronto, Ontario

LT 27 PL D111 TORONTO; PT LT 9 SEC C PL MILITARY RESERVE TORONTO (AKA MAJOR GOODWINS PROPERTY) AS IN CA491186 EXCEPT THE EASEMENT THEREIN; CITY OF TORONTO

7. 1 Royal Gate Boulevard, Vaughan, Ontario

PCL 6-1 SEC 65M3033; BLOCK 6 PL 65M3033, S/T LT1058556, VAUGHAN ; T/W EASE & ROW OVER PT BLK 4 PL 65M3033, PTS 3 & 4, 65R29851, AS IN YR965279 ; T/W EASE & ROW OVER PT BLK 1 PL 65M3033, PTS 13 & 14, 65R27567 AS IN YR965279 RELEASED BY YR1300456; S/T EASE IN FAVOUR OF BLKS 3 & 4, PL 65M3033, PT BLK 2 PL 65M3033, PT 72 65R26788 & PT LT 5 CON 8 (VGN), PTS 1 TO 49, BOTH INCL., PL 65R26788, AS IN YR965281 ; S/T EASEMENT OVER BLOCK 6, PL 65M3033 AS IN YR1159474 ; T/W EASE OVER PT BLK 5, PL 65M3033 PTS 2,8,9,11,13,14,15,16,18,20,21,24,25,26 & 28, 65R34504 AS IN YR2040234 IN FAVOUR OF PT BLK 6, 65M3033 PTS 38 TO 41, 65R34504 SUBJECT TO AN EASEMENT IN GROSS OVER PT BLK 6 PL 65M3033, PTS 4 & 5 65R32501 AS IN YR1531188

PT OF BLK 5, PL 65M3033 PTS 30 TO 37, 65R34504; S/T LT1058549, LT1058556; T/W EASE & ROW OVER PT BLK 4, 65M3033 PTS 3 & 4, 65R29851 AS IN YR965279; S/T EASE & ROW OVER PTS 1 & 2, 65R29851 IN FAVOUR OF BLK 4, 65M3033 AS IN YR965279; T/W EASE & ROW OVER PT BLK 1, PL 65M3033 PTS 13 & 14, 65R27567 AS IN YR9605279 PARTIALLY RELEASED BY YR1300456; S/T EASE IN FAVOUR OF BLKS 3 & 4, 65M3033 PT BLK 2, PL 65M3033 PT 72, 65R26788 & PT LOT 5 CON 9 VGN PTS 1 TO 49 INCL. PL 65R26788 AS IN YR965281; S/T EASEMENT OVER BLK 5, 65M3033 AS IN YR1159474; SUBJECT TO AN EASEMENT OVER PTS 2,8,9,11,13,14,15,16,18,20,21,24,25,26 & 28, 65R34501 IN FAVOUR OF PT OF BLKS 5 & 6, PL 65M3033 PTS 30 TO 41, 65R34504 AS IN YR2040234 SUBJECT TO AN EASEMENT OVER PTS 30,31,33,34 & 35, 65R34504 IN FAVOUR OF PT BLK 5, PL 65M3033 PTS 1 TO 29, 65R34504 AS IN YR2039686 CITY OF VAUGHAN

8. 5770-5780 Highway 7 West, Vaughan, Ontario

PT LOT 6 CON 8 PTS 4,5 & 6, 65R24437; VAUGHAN; T/W VA37896,VA63377, T/W EASE OVER PT COMMON ELEMENTS PT 1, 65R20425 AS IN LT1434473. T/W R717713; S/T R275852; VAUGHAN

PT LOT 6, CON 8 PTS 1 TO 13 65R18522 EXCEPT PTS 4,5 & 6, 65R24437; T/W VA37896,VA63377, R717713; T/W EASE OVER PT COMMON ELEMENTS PT 1, 65R20425 AS IN LT1434473. S/T R275852 ; CITY OF VAUGHAN

9. 32 Atlantic Avenue, Toronto, Ontario

LT 125, 146 PL 765 TORONTO; PT LT 124, 126, 144-145, 147 PL 765 TORONTO; PT LANE PL 765 TORONTO (CLOSED BY WF19788) PT 2 63R3894; CITY OF TORONTO

LOT 123, 148-149 PLAN 765, PART OF LOT 122, 124, 147 PLAN 765, PT LANE PLAN 765 TORONTO (CLOSED BY WF19788), DESIGNATED AS PART 2 ON PLAN 63R3439 CITY OF TORONTO

10. 47 Jefferson Avenue, Toronto, Ontario

BLOCK B PLAN 1110 TORONTO, LOT 121 AND PART OF LOT 122 PLAN 765 TORONTO, DESIGNATED AS PART 1 ON PLAN 63R3439 CITY OF TORONTO

11. 241 Spadina Avenue, Toronto, Ontario

LOT 4 ON PLAN D60 TORONTO DESIGNATED AS PART 2 ON PLAN 63R4828; CITY OF TORONTO

12. 18 Wynford Drive, Toronto, Ontario

CONDO LEGAL DESCRIPTIONS TO BE PROVIDED BY VENDOR

13. 1185 Eglinton Avenue East, Toronto, Ontario

PCL A1-2 SEC M834; PT BLK A1 PL M834 NORTH YORK; PT BLK A3 PL M834 NORTH YORK; PT LT 1 CON 3 EYS NORTH YORK; PT RDAL BTN CON 3 FTB & CON 3 EYS NORTH YORK PTS 1 TO 9 66R7408; T/W A ROW IN COMMON WITH ALL OTHERS ENTITLED THERETO FROM TIME TO TIME FOR PERSONS AND VEHICLES THROUGH, ALONG AND OVER THOSE PTS BLK A1 PL M834 PTS 10 TO 13 & 15 66R7408; T/W AN EASEMENT OR RIGHT IN THE NATURE OF AN EASEMENT IN COMMON WITH ALL OTHERS ENTITLED THERETO FROM TIME TO TIME, TO ENTER UPON THE LAND HEREINAFTER PARTICULARLY DESCRIBED, NAMELY: PT BLK A1 PL M834 PTS 10 TO 12 & 22 66R7408; FOR THE PURPOSE OF LAYING DOWN, CONSTRUCTING, INSTALLING, MAINTAINING, ALTERING, REPAIRING OR RECONSTRUCTING STORM AND SANITARY SEWERS AND WATER MAINS AND PIPES, IN AND UNDER THE SAID LANDS, AND FOR EVERY SUCH PURPOSE THE TRANSFEREE SHALL HAVE ACCESS TO THE SAID LANDS BY ITS CONTRACTORS, SERVANTS, EMPLOYEES AND WORKMEN; T/W AN EASEMENT OR RIGHT IN THE NATURE OF AN EASEMENT TO ENTER UPON THE LAND HEREINAFTER PARTICULARLY DESCRIBED, NAMELY: PT LT 1 CON 3 EYS PTS 20 & 21 66R7408; FOR THE PURPOSE OF LAYING DOWN, CONSTRUCTING, INSTALLING, MAINTAINING, ALTERING, REPAIRING OR RECONSTRUCTING WATER AND GAS MAINS AND PIPES, IN AND UNDER THE SAID LANDS, AND FOR EVERY SUCH PURPOSE THE TRANSFEROR SHALL HAVE ACCESS TO THE SAID LANDS BY ITS CONTRACTORS, SERVANTS, EMPLOYEES AND WORKMEN; T/W ROW OVER PT LT 1 CON 3 EYS PTS 20 & 21 66R7408, FOR THE PURPOSE OF VEHICULAR ACCESS TO THE LANDS HEREBY TRANSFERRED IN CONNECTION WITH THE MAINTENANCE OF HYDRO-ELECTRIC SERVICE TO THE LANDS HEREBY TRANSFERRED; S/T ROW THROUGH, ALONG AND OVER PT BLK A1 PL M834 PTS 8 & 9 66R7408; S/T PTS 8 & 9 66R7408 IN FAVOUR OF PTS 26 TO 28, 30 & 31 66R7408 AS IN A433053; T/W PT BLK A1 & A2, PL M834 & PT RDAL BTN CON 3 EYS & CON 3 FTB OVER PT 14 TO 19 66R7408, TORONTO, CITY OF TORONTO

PCL BLK A1-4 SEC M-834 FIRSTLY: PT BLK A1 PLAN M-834, PT RDAL BTN CON 3 FTB & CON 3 EYS NORTH YORK PTS 17 & 18 66R7408; SECONDLY: PT BLK A1 PL M834 NORTH YORK PTS 14 TO 16 66R7408; T/W A ROW AS IN A193258; S/T PT 15 66R7408 IN FAVOUR OF PT 5 66R7408 AS IN A433053; THIRDLY: PT BLK A2 PL M834 NORTH YORK PT 19 66R7408, S/T PTS 14 TO 19, 66R7408, AS IN E124784; TORONTO , CITY OF TORONTO

14. 1485 Dupont Street, Toronto, Ontario

PCL 142-1 SEC M13; PT LT 142 W/S CAMPBELL AV PL M13 TORONTO COMM AT A POINT IN THE WESTERN LIMIT OF CAMPBELL AV MEASURED 16 FT NLY FROM THE SE ANGLE OF SAID LT 142. THENCE NLY ALONG THE WESTERN LIMIT OF CAMPBELL AV 17 FT. THENCE WLY PARALLEL WITH THE SOUTHERN LIMIT OF SAID LT, 125 FT TO THE EASTERN LIMIT OF A LANE. THENCE SLY ALONG THE LAST MENTIONED LIMIT BEING PARALLEL WITH THE EASTERN LIMIT OF CAMPBELL AV 17 FT TO A POINT IN THE SAID EASTERN LIMIT OF LANE 16 FT NLY FROM THE SLY LIMIT OF SAID LT 142. THENCE ELY AND PARALLEL TO THE SAID LAST MENTIONED LIMIT 125 FT TO THE POC. T/W THE RIGHT TO HAVE THE EAVES OF THE HOUSE ON THE LAND HEREBY CONVEYED PROJECT 8 INCHES OVER THE LAND IMMEDIATELY TO THE N THEREOF AND, S/T THE RIGHT OF THE OWNER OF THE HOUSE TO THE S OF THIS LAND TO HAVE THE EAVES ON THE HOUSE TO THE S OVERHANG THE LAND HEREIN DESCRIBED AS TO THE SAME EXTENT; TORONTO , CITY OF TORONTO

PCL 142-2 SEC M13; PT LT 142 W/S CAMPBELL AV PL M13 TORONTO COMM AT THE NE ANGLE OF SAID LT 142 IN THE W LIMIT OF CAMPBELL AV; THENCE W ALONG THE N LIMIT OF SAID LT 142, 125 FT MORE OR LESS TO A LANE; THENCE S ALONG THE E LIMIT OF SAID LANE 17 FT MORE OR LESS TO A POINT DISTANT 33 FT NLY FROM THE S W ANGLE OF SAID LT; THENCE E PARALLEL TO THE S LIMIT OF SAID LT 142, 125 FT MORE OR LESS TO THE W LIMIT OF CAMPBELL AV; THENCE N ALONG THE W LIMIT OF CAMPBELL AV, 17 FT MORE OR LESS TO THE POB. S/T THE RIGHT OF THE OWNER OF THE HOUSE IMMEDIATELY TO THE S TO HAVE HIS EAVES OVERHANG THESE LANDS TO THE EXTENT OF 8 INCHES; TORONTO , CITY OF TORONTO

PCL 143-1 SEC M13; FIRSTLY: LT 144 W/S CAMPBELL AV PL M13 TORONTO; LT 145 W/S CAMPBELL AV PL M13 TORONTO; LT 146 W/S CAMPBELL AV PL M13 TORONTO; LT 147 W/S CAMPBELL AV PL M13 TORONTO; LT 148 W/S CAMPBELL AV PL M13 TORONTO; SECONDLY: PT LT 143 W/S CAMPBELL AV PL M13 TORONTO BEING THE NLY 20 FT; PT LT 143 PL M13 TORONTO COMM AT A POINT IN THE W LIMIT OF CAMPBELL AV DISTANT 29 FT 7 1/2 INCHES NLY FROM THE S E ANGLE OF SAID LT; THENCE WLY TO AND ALONG THE NLY FACE OF THE MOST NLY WALL OF THE BUILDING ON THE LAND TO THE S OF THIS LAND AND CONTINUING THENCE WLY PARALLEL TO THE S LIMIT OF SAID LT, IN ALL 125 FT MORE OR LESS TO A POINT IN THE REAR OF THE SAID LT, BEING THE E LIMIT OF A LANE, DISTANT 29 FT 5 INCHES NLY FROM THE S W ANGLE OF SAID LT; THENCE NLY 7 INCHES MORE OR LESS TO A POINT DISTANT 20 FT SLY FROM THE N W ANGLE OF SAID LT; THENCE ELY PARALLEL TO THE N LIMIT OF SAID LT 125 FT MORE OR LESS TO A POINT IN THE W LIMIT OF CAMPBELL AV; THENCE SLY ALONG THE W LIMIT OF CAMPBELL AV 4 1/2 INCHES MORE OR LESS TO THE POB; THIRDLY: PT LT 143 W/S CAMPBELL AV PL M13 TORONTO COMM AT A POINT IN THE W LIMIT OF CAMPBELL AV DISTANT 14 FT 9

1/2 INCHES NLY FROM THE S E ANGLE OF SAID LT; THENCE WLY ABOUT PARALLEL TO THE S LIMIT OF SAID LT TO THE ELY END OF THE CENTRE LINE OF WALL BTN THE HOUSE ON THIS LAND AND THAT TO THE S THEREOF AND CONTINUING WLY ALONG THE SAID CENTRE LINE OF WALL TO THE WLY END THEREOF AND CONTINUING FURTHER WLY PARALLEL TO THE S LIMIT OF THE SAID LT, IN ALL 125 FT TO A POINT IN THE WLY LIMIT OF SAID LT DISTANT 14 FT 7 INCHES NLY FROM THE S W ANGLE THEREOF; THENCE NLY ALONG THE W LIMIT OF SAID LT 14 FT 10 INCHES; THENCE ELY PARALLEL TO THE S LIMIT OF SAID LT TO AND ALONG THE NLY FACE OF THE MOST NLY WALL OF THE BUILDING ON THIS LAND AND CONTINUING ELY THEREFROM PARALLEL TO THE S LIMIT OF THE SAID LT IN ALL 125 FT TO THE W LIMIT OF CAMPBELL AV; THENCE SLY ALONG THE W LIMIT OF CAMPBELL AV 14 FT 10 INCHES TO THE POB ; FOURTHLY: PT LT 143 W/S CAMPBELL AV PL M13 TORONTO COMM AT THE S E ANGLE OF THE SAID LT; THENCE NLY ALONG THE W LIMIT OF CAMPBELL AV 14 FT 9 1/2 INCHES; THENCE WLY ABOUT PARALLEL TO THE S LIMIT OF SAID LT TO THE ELY END OF THE CENTRE LINE OF WALL BTN THE HOUSE ON THIS LAND AND THAT TO THE N THEREOF AND CONTINUING WLY ALONG SAID CENTRE LINE OF WALL TO THE WLY END THEREOF AND CONTINUING FURTHER WLY PARALLEL TO THE S LIMIT OF SAID LT IN ALL 125 FT TO THE W LIMIT OF SAID LT; THENCE SLY ALONG THE SAID W LIMIT 14 FT 7 INCHES TO THE S W ANGLE OF SAID LT; THENCE ELY ALONG THE S LIMIT OF SAID LT 125 FT MORE OR LESS TO THE POB; TORONTO , CITY OF TORONTO

15. 295 The West Mall, Toronto, Ontario

PT LT 11, CON 5 COLONEL SMITH'S TRACT , PART 1, 2, 3, & 4 , 64R6995 ; ETOBICOKE , CITY OF TORONTO

16. 1 City View Drive, Toronto, Ontario

PT LT 22 CON 2 FRONTING THE HUMBER, AS IN TB80921, S/T TB159922 S/T TB79879 ETOBICOKE , CITY OF TORONTO

17. 355 Weston Road, Toronto, Ontario

PT LT 38 CON 3 FTB TWP OF YORK AS IN CY653363; TORONTO (YORK) , CITY OF TORONTO

18. 140 and 150 Queen's Plate Drive, Toronto, Ontario

PARCEL 29-5, SECTION E23 PT LTS 29 AND 30 CON 2 FRONTING THE HUMBER, PT 3 66R15341 T/W PT LTS 29 & 30 CON 2 FRONTING THE HUMBER (INCLUDING HIGHWAY CLOSED BY EB423623) AND PT LT 31 CON 2 FRONTING THE HUMBER BEING PTS 6 & 7 66R15341 AS IN C490576 S/T EASEMENT IN FAVOUR OF PINETREE DEVELOPMENT CO. LIMITED AS IN C540413 SUBJECT TO C501914 ETOBICOKE , CITY OF TORONTO

19. 14 Dewhurst Blvd, Toronto, Ontario

PT LT 220 PL 417E TORONTO AS IN EV533 EXCEPT CT704443; LT 221 PL 417E TORONTO; LT 222 PL 417E TORONTO; LT 223 PL 417E TORONTO; LT 224 PL 417E TORONTO; LT 225 PL 417E TORONTO; LT 226 PL 417E TORONTO; THE NLY 10 FT OF THE WLY 50 FT 8

INCHES OF LT 227 PL 417E; T/W EASEMENT OVER THE ELY 70 FT OF THE SAID NLY 10 FT OF SAID LT 227, TORONTO; S/T EV68310; TORONTO; CITY OF TORONTO

20. 153 Eddystone Avenue, Toronto, Ontario

LT 30-31 PL 7530 NORTH YORK; TORONTO (N YORK) , CITY OF TORONTO

21. 450 Pape Avenue, Toronto, Ontario

PT LT 7-8 PL 587E TORONTO AS IN ER20039 & ER40548 EXCEPT CA710160; S/T ER96421; CITY OF TORONTO

22. 0 Trent Avenue, Toronto, Ontario

PT LT 2 CON 1 FTB TWP OF YORK PT 4, 64R14771; TORONTO , CITY OF TORONTO

23. 3765 St. Clair Avenue East, Toronto, Ontario

LT 3 PL 3361 SCARBOROUGH; LT 4 PL 3361 SCARBOROUGH; LT 5 PL 3361 SCARBOROUGH; LT 6 PL 3361 SCARBOROUGH; PT LT 2 PL 3361 SCARBOROUGH AS IN SC233569; TORONTO , CITY OF TORONTO

24. 1003 Queen Street East, Toronto, Ontario

PT LT 5 S/S KINGSTON RD PL D81 TORONTO; PT LT 12 CON BROKEN FRONT TWP OF YORK DESIGNATED AS PT 1 PL 66R23201; CITY OF TORONTO

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DBDC SPADINA LTD. et al.

Applicants

- and -

NORMA WALTON et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

Proceedings commenced at TORONTO

**AFFIDAVIT OF NORMA WALTON
(Sworn January 6, 2014)**

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