

**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 ON SCHEDULE B HERETO, TO BE BOUND
BY THE RESULT

**MOTION RECORD OF 368230 ONTARIO LIMITED
(RE: 1003 QUEEN STREET EAST, RETURNABLE FEBRUARY 23, 2016)**

February 9, 2016

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

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Lawyers for 368230 Ontario Limited

TO: **SERVICE LIST**

Index

INDEX

Tab	Description	Page No.
1	Notice of Motion dated January 26, 2016	1-7
2	Affidavit of Jim Reitan sworn February 5, 2016	8-16
	A. Parcel Register for 1003 Queen Street East	17-21
	B. Cheque dated June 25, 2012 in Trust in the amount of \$815,360	22-23
	C. Rose & Thistle Bank Statement from June 25, 2012	24-25
	D. Cheque dated July 23, 2012 in Trust in the amount of \$1,927,640	26-27
	E. Cheque dated July 23, 2012 in the amount of \$1,389,780	28-29
	F. Northern Dancer Lands Ltd. Bank Statements from July 2012	30-31
	G. Transfer Funds Analysis for the period July 23-24, 2012	32-33
	H. Queen's Corner Bank Statement dated July 2012	34-35
	I. Rose & Thistle Bank Statement dated July 23-26, 2012	36-38
	J. Devry Smith Frank LLP Trust Statement as of September 17, 2012	39-40
	K. Agreement of Purchase and Sale dated May 8, 2012	41-48
	L. Charge Registered in the amount of \$4,000,000	49-51
	M. Mortgage Advance Cheques	52-57
	N. Agreement dated June 7, 2012 between DBDC Queen's Corner Inc., the Waltons and Queen's Corner	58-62
	O. Queen's Corner Corporation Corporate Search	63-69
	P. Construction Lien Registered in the amount of \$74,906.01	70-74
	Q. Approval and Vesting Order of Justice D.M. Brown dated June 10, 2014	75-88
	R. Letter from Goodmans LLP dated June 25, 2014 enclosing cheque in the amount of \$1,882,731.51	89-90
	S. Mortgage Discharge Statement dated May 25, 2014	91-92

Tab 1

**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 ON SCHEDULE B HERETO, TO BE
BOUND BY THE RESULT**

**NOTICE OF MOTION OF 368320 ONTARIO LIMITED
(RETURNABLE FEBRUARY 23, 2016)**

RE: 1003 QUEEN STREET EAST DISTRIBUTION

368320 Ontario Limited will make a Motion to the Honourable Justice Newbould on February 23, 2016 or as soon after that time as the motion can be heard at the court house, 330 University Avenue, 7th Floor, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally.

THE MOTION IS FOR

- (a) An Order declaring that the charge in the amount of \$4,000,000.00 (the "First Charge") in favour of 368320 Ontario Limited ("368 Ontario") on the property

bearing Property Identification Number ("PIN") 21056-0426 (LT), municipally known as 1003 Queen Street East, Toronto ("1003 Queen"), which charge was registered as instrument number AT3084734, has full priority in the amount of \$2,590,828.53 over the lien registered on 1003 Queen pursuant to the *Construction Lien Act* in favour of Stevenson's Rental Services Inc. (the "Construction Lien");

- (b) An Order directing that the sum of \$74,906 plus 25% in respect of costs (the "Lien Holdback"), which is currently held in trust by Schonfeld Inc. as Manager of Queen's Corner Corporation ("Queen's Corner") pursuant to the Order of Justice D.M. Brown, dated June 10, 2014, be paid to 368 Ontario;
- (c) An Order directing that any further amounts that become available to satisfy claims on 1003 Queen be paid out to 368 Ontario, to the extent sufficient to satisfy the First Charge in priority to any claimants who may hold Construction Liens; and
- (d) Such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

The First Charge

- (e) In or around July 2012, 368 Ontario agreed to lend \$4,000,000 to Queen's Corner to fund the purchase of the property known municipally as 1003 Queen by Queen's Corner and that the loan would be secured by a first charge on 1003 Queen in the amount of \$4,000,000.00 (the "First Charge");
- (f) On June 25, 2012, 368 Ontario provided a mortgage advance of \$815,360 to Walton Advocates in Trust;

- (g) On July 23, 2012, 368 Ontario provided a further mortgage advance of \$1,928,640 to Walton Advocates in Trust;
- (h) On July 25, 2012, a total of \$2,590,828.53 of 368 Ontario's funds associated with the First Charge were disbursed to Devry Smith Frank LLP for the purchase of 1003 Queen by Queen's Corner;
- (i) Queen's Corner acquired ownership of the Property from Newport Development and Management Corp. on July 25, 2012. The purchase price of the Property was approximately \$2,700,000;
- (j) 368 Ontario provided the following further mortgage advances to Queen's Corner, secured under the mortgage agreement:
 - (i) On October 10, 2012 an advance of \$200,000;
 - (ii) On March 7, 2013, an advance of \$200,000;
 - (iii) On March 18, 2013, an advance of \$225,000;
 - (iv) On April 8, 2013, an advance of \$235,000; and
 - (v) On May 1, 2013, an advance of \$340,000.
- (k) The First Charge in the amount of \$4,000,000 in favour of 368 Ontario was registered on the Property on July 26, 2012, anticipating further draws pursuant to the agreement;

The Construction Lien

- (l) Stephenson's Rental Services Inc. registered a construction lien in the amount of \$74,906.01 on the Property on February 19, 2014;
- (m) The First Charge has priority over the Construction Lien;
- (n) Stephenson's Rental Service Inc does not oppose 368 Ontario's motion for distribution;

The Sale of the Property

- (o) On June 24, 2014, 1003 Queen was sold and transferred to 2288750 Ontario Inc. in trust for Kartelle 1003 Queen Street East Inc., pursuant to the Approval and Vesting Order of the Honourable Justice D.M. Brown, dated June 10, 2014;
- (p) 1003 Queen was sold and transferred to 2288750 Ontario Inc. in trust for Kartelle 1003 Queen Street East Inc. for consideration in the amount of \$2,100,000. These funds were paid to Schonfeld Inc. as Manager of Queen's Corner Corporation;
- (q) Pursuant to the Order of Justice D.M. Brown, dated April 10, 2014:
 - (i) \$74,906 plus 25% in respect of costs (the "Holdback") of the funds received for the sale of 1003 Queen was directed to be held in trust by Schonfeld Inc. as Manager of Queen's Corner Corporation, pending further Order of the Court; and
 - (ii) On June 27, 2014, the amount of \$1,882,731.51 was paid to 368 Ontario by the Manager in partial satisfaction of the First Charge.

- (r) On May 25, 2014, 368 Ontario delivered a mortgage discharge statement in respect of 1003 Queen in the amount of \$2,671,834.47 pursuant to the First Charge;
- (s) The action commenced in Court File No. CV-14-501070 is a companion action to the within application, and they should be combined under the basket clause of the Commercial List Direction;
- (t) The *Construction Lien Act*, R.S.O. 1990, c. C. 30; and
- (u) Such further and other grounds as the lawyers may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (v) The Affidavit of Jim Reitan, to be sworn; and
- (w) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

January 26, 2016

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Lawyers for 368320 Ontario Limited

TO: THE SERVICE LIST

DBDC SPADINA LTD., and those corporations listed on Schedule A -and- NORMA WALTON et al.
hereto
Applicants

Respondents

Court File No. CV13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION

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Tab 2

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

DBDC SPADINA LTD.,
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LTD. and EGLINTON CASTLE INC.
Respondents

and

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

**AFFIDAVIT OF JIM REITAN
(SWORN FEBRUARY 5, 2016)**

RE: 1003 QUEEN STREET EAST DISTRIBUTION

I, JIM REITAN, of the Town of Woodbridge, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am Chief Financial Officer at Dr. Bernstein Diet and Health Clinics. Dr. Stanley Bernstein ("Dr. Bernstein") is the beneficial holder and directing mind of 368320 Ontario Limited ("368 Ontario") and DBDC Spadina Ltd. and the corporations listed at Schedule A to the within application.

2. As part of my duties at Dr. Bernstein Diet and Health Clinics, I am responsible for reviewing the financial affairs of 368 Ontario and the corporations listed at Schedule A to the within application and, as such, have knowledge of the matters contained in this affidavit. Where matters are sworn by way of information and belief, I have stated the source of the information and verily believe it to be true and accurate.

3. I have previously sworn affidavits in connection with this matter. I swear this affidavit in support of a motion brought by 368 Ontario in respect of the priority of its mortgage on the property known municipally as 1003 Queen Street East, Toronto over the lien currently registered on the property pursuant to the *Construction Lien Act* in favour of Stevenson's Rental Services Inc. (the "Construction Lien"). The Lien Holder, Stevenson's Rental Services Inc., does not oppose 368 Ontario's relief.

Background

4. Dr. Bernstein advanced funds, through 368 Ontario and other companies, including those listed at Schedule A to the within application, to a number of projects that were managed by Norma Walton and Ronauld Walton (the "Waltons").

5. One of the projects to which 368 Ontario contributed mortgage funding was the Queen's Corner Corporation project. Queen's Corner Corporation ("Queen's Corner") is referred to as a Schedule B Company in the within application and was incorporated for the purpose of purchasing 1003 Queen Street East, Toronto, as described below. Attached hereto as **Exhibit "A"** is a copy of the Parcel Register for the property known municipally as 1003 Queen Street East, Toronto, bearing Property Identification Number ("PIN") 21056-0426 (LT) ("1003 Queen").

6. Another project to which 368 Ontario contributed funds was the Northern Dancer Lands Ltd. project. Northern Dancer Lands Ltd., is referred to as a Schedule B Company in the within application.

The First Charge

7. In or around June 2012, 368 Ontario, agreed to advance funds to secure the purchase of 1003 Queen on the basis that the loan would be secured by way of a First Mortgage.

8. On June 25, 2012, 368 Ontario provided a mortgage advance with respect to the purchase of 1003 Queen in the amount of \$815,360 to Walton Advocates in Trust. Attached hereto as **Exhibit "B"** is a copy of the cheque dated June 25, 2012 from 368 Ontario to Walton Advocates in Trust in the amount of \$815,360.

9. I now know that Walton Advocates deposited 368 Ontario's cheque into the Rose & Thistle clearing house account. The funds were used by the Waltons to fulfill various obligations across their real estate portfolio. Attached hereto as **Exhibit "C"** are copies of Rose & Thistle's Bank Statements from June 25, 2012.

10. On July 23, 2012, 368 Ontario provided a further mortgage advance with respect to the purchase of 1003 Queen in the amount of \$1,928,640 to Walton Advocates in Trust. Attached hereto as **Exhibit "D"** is the cheque for \$1,927,640 to Walton Advocates, dated July 23, 2012.

11. On July 23, 2012, 368 Ontario provided an equity advance of \$1,389,780 to Northern Dancer Lands Ltd. As canvassed above, Northern Dancer Lands Ltd. is a Schedule B Company and was managed by the Waltons. Attached hereto as **Exhibit "E"** is a copy of the cheque from 368 Ontario to Northern Dancer Lands Ltd., dated July 23, 2012.

12. It appears 368 Ontario's cheque was deposited into Northern Dancer Lands Ltd.'s bank account on July 23, 2012. Attached hereto as **Exhibit "F"** is a copy of Northern Dancer Lands Ltd.'s Bank Statement from July 2012.

13. The tracing analysis of the Manager/Inspector in the within application determined that \$662,200 of 368 Ontario's equity investment in Northern Dancer Lands Ltd. was diverted by the Waltons to pay the closing cost of 1003 Queen. Attached hereto as **Exhibit "G"** is a copy of the Transfer funds analysis, July 23-24, 2012. Attached hereto as **Exhibit "H"** is a copy of Queen's Corner's Bank Statement, July 25, 2012, Attached hereto as **Exhibit "I"** is a copy of Rose & Thistle's Bank Statement, July 23-26, 2012.

14. On July 25, 2012, a total of \$2,590,828.53 (\$1,928,640 from Walton Advocates and \$662,188.53 from Queens Corner) of 368 Ontario's funds were forwarded to Devry Smith Frank LLP to purchase 1003 Queen. Attached hereto as **Exhibit "J"** is a copy of Devry Smith Frank LLP Trust Statement as of September 17, 2012.

15. As set out in the Parcel Register attached as **Exhibit "A"**, Queen's Corner acquired ownership of 1003 Queen from Newport Development and Management Corp. on July 25, 2012 for the purchase price of \$2,700,000. Attached hereto as **Exhibit "K"** is a copy of the Agreement of Purchase and Sale, dated May 8, 2012.

16. As set out in the Parcel Register, a charge granted by Queen's Corner in favour of 368 Ontario in the amount of \$4,000,000 was registered as instrument number AT3084734 on July 26, 2012 (the "First Charge") Attached hereto as **Exhibit "L"** is a copy of the charge document as registered.

17. Following the purchase of 1003 Queen, 368 Ontario provided a number of further mortgage advances to Queen's Corner:

- (a) \$200,000 on October 12, 2012;
- (b) \$200,000 on March 7, 2013;
- (c) \$225,000 on March 18, 2013;
- (d) \$235,000 on April 8, 2013; and
- (e) \$340,000 on May 1, 2013.

Attached hereto as **Exhibit "M"** are copies of the mortgage advance cheques.

18. On August 8, 2014, the amounts loaned pursuant to the First Charge became due and payable. As set out below those funds were not repaid on that date. Only on June 27, 2014, was the amount of \$1,882,731.51 paid to 368 Ontario by the Manager in partial satisfaction of the First Charge.

Queen's Corner Corporation

19. Subsequent to 368 Ontario providing the funds described above to Queen's Corner, DBDC Queen's Corner Inc., ("DBDC Queen's Corner") a company owned and controlled by Dr. Bernstein entered into an agreement with the Waltons and Queen's Corner Corporation on or around June 7, 2012 (the "Agreement").

20. That Agreement provided, in substance, as follows:

- (a) DBDC Queen's Corner and the Waltons would each contribute \$585,825 and 50% of whatever additional capital that was required to complete the project at the Property (the "Project");
- (b) DBDC Queen's Corner and the Waltons would each own 50% of Queen's Corner;
- (c) The Waltons would manage, supervise, and complete the Project in accordance with certain terms;
- (d) In addition to managing, supervising and completing the Project, the Waltons would be responsible for hiring all consultants to sever the property and sell the property, hiring of all other consultants, designers, architects and engineers to complete the Project, finance, bookkeeping, office administration, accounting, information technology provision, filing tax returns for the Queen's Corner, and fulfilling all active roles required to complete the Project;
- (e) DBDC Queen's Corner would not be required to play an active role in completing the Project;
- (f) The Waltons were to provide a written report to DBDC Queen's Corner each month detailing the following:
 - (i) copies of invoices for work completed;
 - (ii) the bank statement for that month; and

(iii) if the bank statement did not have a copy of cancelled cheques, the Waltons would also provide a complete listing of all cheques written, including payees, dates and amounts; and

(g) The Board of Directors was to consist of two directors: Dr. Bernstein and Norma Walton.

Attached hereto as **Exhibit “N”** is a copy of the Agreement between DBDC Queen’s Corner Inc., the Waltons and Queen’s Corner, dated June 7, 2012.

21. As set out in the Agreement, Dr. Bernstein was not required to play an active role in completing the Project.

22. Contrary to the Agreement, Dr. Bernstein never became a director of Queen’s Corner. Dr. Bernstein is not presently, nor was he ever, a director or officer of Queen’s Corner. Dr. Bernstein has never been employed by or acted as an agent for Queen’s Corner. Attached hereto as **Exhibit “O”** is a copy of a corporate search for Queen’s Corner Corporation.

23. Contrary to the Agreement, and notwithstanding that Dr. Bernstein made requests for reports about Queen’s Corner, Dr. Bernstein was never provided monthly written reports about Queen’s Corner or the 1003 Queen.

The Construction Lien

24. As set out in the Parcel Register for 1003 Queen, on February 19, 2014, Stephenson’s Rental Services Inc. registered a construction lien bearing instrument number AT3523278 in the

amount of \$74,906.01. Attached hereto as **Exhibit “P”** is a copy of the construction lien as registered.

25. The validity of this lien has not been determined by the Court or the Manager.

26. I am advised by 368 Ontario’s counsel and verily believe that Stephenson’s Rental Services Inc. does not intend to oppose 368 Ontario’s motion for distribution of the surplus funds currently being held by the Manager.

The Sale of 1003 Queen

27. On June 24, 2014, 1003 Queen was sold and transferred to 2288750 Ontario Inc., in trust for Kartelle 1003 Queen Street East Inc. pursuant to the Approval and Vesting Order of Justice D.M. Brown, dated June 10, 2014. Attached hereto as **Exhibit “Q”** is a copy of the Approval and Vesting Order of Justice D.M. Brown, dated June 10, 2014.

28. 1003 Queen was sold and transferred to 2288750 Ontario Inc., in trust for Kartelle 1003 Queen Street East Inc. for consideration in the amount of \$2,100,000. These funds were paid to Schonfeld Inc., as Manager of Queen’s Corner.

29. Pursuant to the Order of Justice D.M. Brown, dated April 10, 2014:

- (a) \$74,906 plus 25% in respect of costs (the “Lien Holdback”) of the funds received for the sale of 1003 Queen was directed to be held in trust by Schonfeld Inc. as Manager of Queen’s Corner, pending further Order of the Court; and
- (b) On June 27, 2014, the amount of \$1,882,731.51 was paid to 368 Ontario by the Manager in partial satisfaction of the First Charge. Attached hereto as **Exhibit “R”**

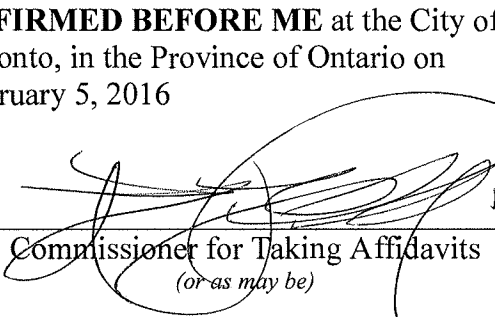
is a copy of a letter, with enclosures, from Goodmans LLP (counsel to the Manager), enclosing a cheque in the aforementioned sum.

30. On May 25, 2014, 368 Ontario delivered a mortgage discharge statement in respect of 1003 Queen in the amount of \$2,671,834.47 pursuant to the First Charge. Attached hereto as **Exhibit "S"** is a copy of the Mortgage Discharge Statement.

31. Since that time, interest and fees have continued to accrue.

32. I swear this affidavit in support of 368 Ontario's motion and for no other, or improper, purpose.

AFFIRMED BEFORE ME at the City of
Toronto, in the Province of Ontario on
February 5, 2016

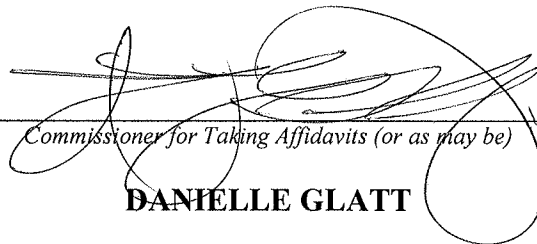

Commissioner for Taking Affidavits
(or as may be)

DANIELLE GLATT


JIM REITAN

Tab A

This is Exhibit "A" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

LAND
REGISTRY
OFFICE #66

21056-0426 (LT)

PAGE 1 OF 4
PREPARED FOR GraceT01
ON 2014/06/24 AT 14:37:09

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: 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

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2007/07/23.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
RE-ENTRY FROM 21056-0376

PIN CREATION DATE:
2007/07/23

OWNERS' NAMES CAPACITY SHARE
QUEEN'S CORNER CORP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2007/07/23 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
AT403626	2004/02/05	APL ANNEX REST COV		NGUYEN, THI BA ROBERT, JOSEPH		C
REMARKS: FOR 10 YRS FROM DATE OF CLOSING						
AT765923	2005/03/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** NGUYEN, THI BA ROBERT, JOSEPH	1003 QUEEN EAST HOLDINGS LIMITED	
REMARKS: PLANNING ACT STATEMENTS						
AT765924	2005/03/31	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1003 QUEEN EAST HOLDINGS LIMITED	ROBERT, JOSEPH NGUYEN, THI BA	
AT766202	2005/03/31	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ROBERT, JOSEPH NGUYEN, THI BA	DIAS, FERNANDO DIAS, MARIA BERTAO, FERNANDO BERTAO, CREMILDE TOSTE, GLENN TOSTE, MARIA	
AT1459462	2007/05/31	NOTICE	\$2	CITY OF TORONTO	1003 QUEEN EAST HOLDINGS LIMITED	C
REMARKS: SITE PLAN AGREEMENT.						
66R23201	2007/07/23	PLAN REFERENCE				C
AT1514423	2007/07/23	APL ABSOLUTE TITLE		1003 QUEEN EAST HOLDINGS LIMITED	1003 QUEEN EAST HOLDINGS LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2010643	2009/02/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** DIAS, FERNANDO DIAS, MARIA	J. B. CONSTRUCTION 704125 ONTARIO LIMITED	
REMARKS: AT765924						
AT2401786	2010/06/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LINSTEEL (1973) LIMITED		
AT2446063	2010/07/14	CERTIFICATE		*** COMPLETELY DELETED *** LINSTEEL (1973) LIMITED		
REMARKS: AT2401786						
AT2597176	2011/01/12	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LINSTEEL (1973) LIMITED		
AT2624720	2011/02/18	CERTIFICATE		*** COMPLETELY DELETED *** LINSTEEL (1973) LIMITED		
REMARKS: AT2597176						
AT2626975	2011/02/23	CHARGE		*** COMPLETELY DELETED *** 1003 QUEEN EAST HOLDINGS LIMITED	J. B. CONSTRUCTION 704125 ONTARIO LIMITED	
AT2627654	2011/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** BERTAO, FERNANDO BERTAO, CREMILDE TOSTE, GLENN TOSTE, MARIA J.B. CONSTRUCTION 704125 LIMITED		
REMARKS: AT765924.						
AT2768455	2011/07/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLUMBIA MASONRY CONTRACTING INC.		
AT2776053	2011/08/05	CHARGE		*** COMPLETELY DELETED *** 1003 QUEEN EAST HOLDINGS LIMITED	PERIC, MARKO PERIC, MILEVA LETO, SAM ALLEN, RAYMOND	
AT2809322	2011/09/09	CERTIFICATE		*** COMPLETELY DELETED *** COLUMBIA MASONRY CONTRACTING INC.	1003 QUEEN EAST HOLDINGS LIMITED 1003 QUEEN EAST LIMITED	

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					MAHERAS, JERRY J.B. CONSTRUCTION 704125 ONTARIO LIMITED 1003 QUEEN STREET EAST LIMITED PERIC, MARKO PERIC, MILEVA LETO, SAM ALLEN, RAYMOND	
		REMARKS: AT2768455				
AT2820367	2011/09/22	CHARGE		*** COMPLETELY DELETED *** 1003 QUEEN EAST HOLDINGS LIMITED	JLCML INVESTMENTS INC.	
AT2822609	2011/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** J. B. CONSTRUCTION 704125 ONTARIO LIMITED		
		REMARKS: AT2626975.				
AT2822610	2011/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** PERIC, MARKO PERIC, MILEVA LETO, SAM ALLEN, RAYMOND		
		REMARKS: AT2776053.				
AT2901447	2011/12/20	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	1003 QUEEN EAST HOLDINGS LIMITED	
		REMARKS: VACATE AT2768455 & AT2809322				
AT2901448	2011/12/20	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	1003 QUEEN EAST HOLDINGS LIMITED	
		REMARKS: VACATE AT2401786, AT2446063, AT2597176 & AT2624720				
AT2989691	2012/04/13	APL (GENERAL)		*** COMPLETELY DELETED *** GOULART, JOSE MARTINS-GOULART, PAULA		
		REMARKS: CERTIFICATE OF PENDING LITIGATION				
AT3007818	2012/05/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** DON FRY SCAFFOLD SERVICE INC.		
AT3043618	2012/06/12	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** DON FRY SCAFFOLD SERVICE INC.		
		REMARKS: AT3007818.				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

21056-0426 (LT)

PAGE 4 OF 4
PREPARED FOR GraceT01
ON 2014/06/24 AT 14:37:09

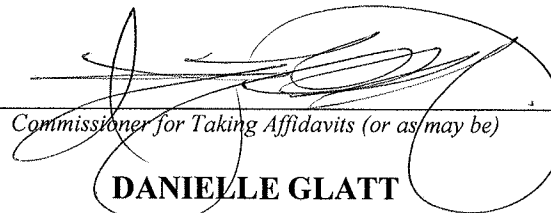
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT3084685	2012/07/26	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	GOULART, JOSE MARTINS-GOULART, PAULA	
		REMARKS: AT2989691				
AT3084701	2012/07/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** JLCML INVESTMENTS INC.		
		REMARKS: AT2820367.				
AT3084733	2012/07/26	TRANSFER	\$2,700,000	1003 QUEEN EAST HOLDINGS LIMITED	QUEEN'S CORNER CORP.	C
		REMARKS: PLANNING ACT STATEMENTS				
AT3084734	2012/07/26	CHARGE	\$4,000,000	QUEEN'S CORNER CORP.	368230 ONTARIO LIMITED	C
AT3084743	2012/07/26	NO ASSGN RENT GEN		QUEEN'S CORNER CORP.	368230 ONTARIO LIMITED	C
		REMARKS: AT3084734				
AT3523278	2014/02/19	CONSTRUCTION LIEN	\$74,906	STEPHENSON'S RENTAL SERVICES INC.		C
AT3551068	2014/04/02	CERTIFICATE		STEPHENSON'S RENTAL SERVICES INC.		C
		REMARKS: AT3523278				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Tab B

This is Exhibit "B" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

368230 ONTARIO LIMITED
DR STANLEY K BERNSTEIN
21 KERN RD
TORONTO, ON M3B 1S9

000622

DATE 2012-06-25
Y Y Y Y M M D D

PAY to WALTON ADVOCATES IN TRUST \$ 815,360⁰⁰
the order of EIGHT HUNDRED & FIFTEEN THOUSAND THREE HUNDRED & SIXTY ¹⁰⁰ DOLLARS ☒ Security features included



Canada Trust
TORONTO-DOMINION CENTRE BRANCH
55 KING ST. W. & BAY ST.
TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

RE MTGE 1003 QUEEN EAST - M2

☐ ☐
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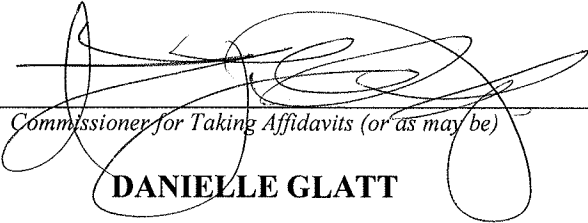
PER

Self funded

⑈000622⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

Tab C

This is Exhibit "C" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

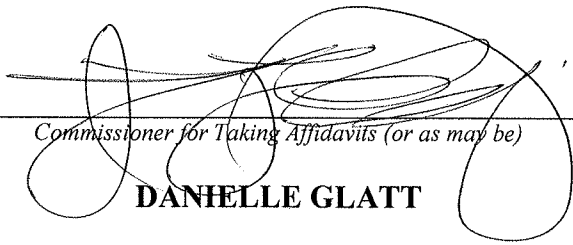
DANIELLE GLATT

Rose and Thistle Group Ltd.
 Meridian Bank Acct #7311954 Activity by Type
 June 25, 2012

Company		Acct/Chq #	Amount	Total	Comments
Beginning Balance				\$ 4,445.54	
Diverted funds					
From	Queen's Corner	Cheque Deposited into R&T	\$ 815,360.00		368230 Ontario Limited mortgage advance for Queen's Corner
From	Global Mills	Cheque Deposited into R&T	\$ 675,000.00		\$675,000 Bernstein equity investment for Global Mills
From	Red Door Dev	7311749	\$ 1,662,850.00	\$ 3,153,210.00	\$2,320,963.00 Bernstein equity investment in Red Door Developments 06/15/2012
Schedule B Companies					
To	Wynford	7311632	\$ (15,550.00)		
To	Ascalon Lands	7311889	\$ (100.00)		
To	Royal Agincourt	7311780	\$ (10,700.00)		
To	Riverdale	7311715	\$ (20,950.00)		
To	Liberty Village Lands	7311707	\$ (9,950.00)		
To	Liberty Village Prop	7311657	\$ (3,100.00)		
To	Twin Dragons	7293335	\$ (74,200.00)		
To	Tisdale Mews	7311574	\$ (1,100.00)		
From	Twin Dragons	7293335	\$ 50,000.00	\$ (85,650.00)	
Entities controlled by Waltons					
From	Highland Creek Townes Inc.	7311525	\$ 147,000.00		
From	Handy Home Products Inc.	7293418	\$ 1,100.00		
From	Rose & Thistle Construction Ltd.	7311731	\$ 13,000.00		
From	Front Church Properties Limited	7311939	\$ 37,000.00		
To	Highland Creek Townes Inc.	7311525	\$ (22,850.00)		
To	1780355 Ontario Inc.	7311921	\$ (550.00)		
To	Front Church Properties Limited	7311939	\$ (44,600.00)		
To	Handy Home Products Inc.	7293418	\$ (5,410.00)		
To	Rose & Thistle Construction Ltd.	7311731	\$ (19,450.00)		
To	College Lane Ltd.	7311699	\$ (1,300.00)		
To	Cecil Lighthouse Inc.	7311681	\$ (15,000.00)		
To	Atala Investments Inc.	7311756	\$ (800.00)		
To	Palmer Productions Ltd.	7311897	\$ (111,250.00)		
To	Plexor Plastics Corp.	7311640	\$ (13,300.00)		
To	The Old Telegram Building Inc.	7311996	\$ (1,600.00)		
From	Loftraum Inc.	7311608	\$ 2,000.00	\$ (36,010.00)	
Other Transactions					
	Cheque 9874	Disbursements	\$ (150,000.00)		Dupont - deposit for purchase
	Cheque 9875	Disbursements	\$ (2,852.25)	\$ (152,852.25)	
To	Norma Walton	7870017	(247,000.00)		
To	Norma Walton	7870017	(46,960.00)		
To	Norma Walton	7870017	(2,337,850.00)	\$ (2,631,810.00)	
Ending Balance				\$ 251,333.29	

Tab D

This is Exhibit "D" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

368230 ONTARIO LIMITED
 DR STANLEY K BERNSTEIN
 21 KERN RD
 TORONTO, ON M3B 1S9

000640

DATE 2012-07-23
 Y Y Y Y M M D D

PAY to
 the order of

WALTON ADVOCATES IN TRUST

\$1,928,640.⁰⁰

One Million, Nine Hundred and Twenty eight Thousand, Six Hundred forty ~~xx~~ DOLLARS

**Canada Trust**

TDORONTO-DOMINION CENTRE BRANCH
 55 KING ST. W. & BAY ST.
 TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

⑆ ⑆ ⑆
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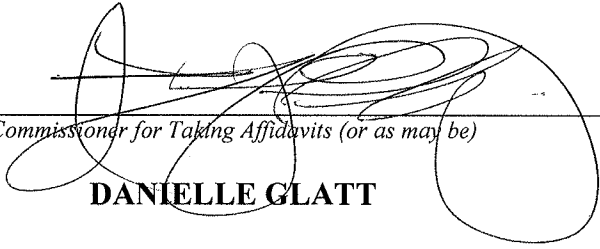
PER

DE 1003 QUEEN ST. E.

⑈000640⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

Tab E

This is Exhibit "E" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

368230 ONTARIO LIMITED
 DR STANLEY K BERNSTEIN
 21 KERN RD
 TORONTO, ON M3B 1S9

000641

DATE 2 0 1 2 - 0 7 - 2 3
 Y Y Y Y M M D D

PAY to NORTHVIEW DANCE LANDS LTD \$ 1,389,780.00
 the order of

One million, Three hundred and eighty nine thousand, Seven hundred eighty-xx DOLLARS
 100

Canada Trust
 TORONTO-DOMINION CENTRE BRANCH
 55 KING ST. W. & BAY ST.
 TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

140 Queen's Plate Drive

ⓐ ⓐ ⓐ
 -ⓐ ⓐ ⓐ

PER L Bernstein

⑈000641⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

Tab F

This is Exhibit "F" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT



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

No matter where you are, we've got you covered. Make sure you never leave home without adequate travel medical coverage. For information on Meridian's travel insurance, visit meridiancu.ca/travel

xx18(B)

*0001682

Statement Period Ending: July 31, 2012

Account Number: 9645904

Number of Cheques: 1

Northern Dancer Lands Ltd.
30 Hazelton Av
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - Northern Dancer Lands Ltd.

Date	Account Activity	Withdrawals	Deposits	Balance
30-Jun-2012	Balance Forward			-5.00 OD
05-Jul-2012	Transfer In 7311954 wellesly cheq		/ 100.00	95.00
06-Jul-2012	Transfer Out Membership Shares To shrmem	-25.00		70.00
19-Jul-2012	Transfer In 7311954 wellesly cheq		200,000.00	200,070.00
19-Jul-2012	Cheque # 1	-200,000.00		70.00
20-Jul-2012	Combined Deposit		58,333.00	58,403.00
20-Jul-2012	Transfer Out # 044124937 7311954 wellesly cheq	-58,300.00 /		103.00
23-Jul-2012	Cheque Deposit		1,389,780.00	1,389,883.00
23-Jul-2012	Transfer Out # 045745875 7311954 wellesly cheq	-688,350.00 /		701,533.00
24-Jul-2012	Transfer Out # 045316531 7311954 wellesly cheq	-937.00 /		700,596.00
25-Jul-2012	Transfer Out # 120457656 7311954 wellesly cheq	-662,200.00 /		38,396.00
26-Jul-2012	Transfer Out # 025623890 7311954 wellesly cheq	-38,300.00 /		96.00
31-Jul-2012	Transaction Fees	-5.00		91.00
31-Jul-2012	Interest Debit	-0.01		90.99
	Account Totals	1,648,117.01	1,648,213.00	90.99

Tab G

This is Exhibit "G" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

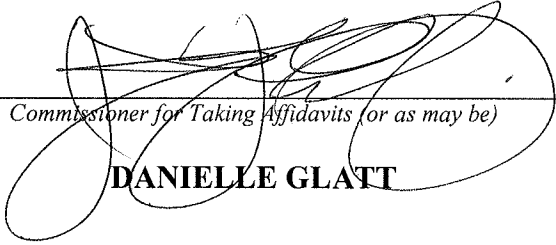
DANIELLE GLATT

Rose and Thistle Group Ltd.
Meridian Bank Acct #7311954 Activity by Type
July 23-25, 2012

Company	Acct/Chq #	23-Jul-12	24-Jul-12	25-Jul-12	Total	Comments
Beginning Balance		\$ 128,741.18	\$ 627,941.18	\$ 627,958.18		
Northern Dancer diverted funds						
From Northern Dancer	9645904	\$ 688,350.00		\$ 662,200.00	\$ 1,350,550.00	Bernstein equity investment \$1,389,780 07/23/12
		\$ 688,350.00	\$ -	\$ 662,200.00		
Schedule B Companies						
To Lesliebrook Holdings	7317951			\$ (10,450.00)		
To Liberty Village Prop	7311657	\$ (27,800.00)		\$ (400.00)		
From Northern Dancer	9645904		\$ 937.00			
From Queen's Corner	9669185	\$ 20,050.00				
To Queen's Corner	9669185			\$ (662,200.00)		to pay closing cost
From Red Door Dev	7311749			\$ 4,000.00		
To Red Door Dev	7311749		\$ (7,300.00)			
To Royal Agincourt	7311780	\$ (700.00)				
To Tisdale Mews	7311574	\$ (4,750.00)				
From Twin Dragons	7293335			\$ 16,350.00		
To Twin Dragons	7293335	\$ (80,000.00)				
To Wynford	7311632	\$ (7,200.00)				
TOTAL		\$ (100,400.00)	\$ (6,363.00)	\$ (652,700.00)		
Entities controlled by Waltons						
To 1780355 Ontario Inc.	7311921	\$ (2,000.00)				
To Atala Investments Inc.	7311756	\$ (2,950.00)				
To Cecil Lighthouse Inc.	7311681	\$ (12,400.00)				
From College Lane Ltd.	7311699	\$ 5,250.00		\$ 2,700.00		
From Corportate Communications Interactive Inc	7293400		\$ 11,580.00			
To Corportate Communications Interactive Inc	7293400			\$ (150.00)		
From Handy Home Products Inc.	7293418	\$ 2,800.00				
To Handy Home Products Inc.	7293418		\$ (250.00)			
To Highland Creek Townes Inc.	7311525	\$ (3,500.00)	\$ (2,100.00)			
From Loftraum Inc.	7311608			\$ 1,100.00		
To MTCC1037	7293343	\$ (16,450.00)				
To Plexor Plastics Corp.	7311640			\$ (6,800.00)		
To Rose & Thistle Construction Ltd.	7311731		\$ (1,000.00)	\$ (8,050.00)		
To Rose & Thistle Media Inc.	9517533	\$ (16,100.00)	\$ (1,750.00)			
To T.C.E.C. #2223	7317829	\$ (200.00)				
From The Old Apothecary Building Inc.	7311566	\$ 2,150.00				
To The Old Apothecary Building Inc.	7311566		\$ (2,100.00)			
To The Old Telegram Building Inc.	7311996	\$ (350.00)				
From Urban Amish Interiors Inc.	7293434			\$ 1,750.00		
TOTAL		\$ (43,750.00)	\$ 4,380.00	\$ (9,450.00)		
Other Transactions						
Cheque 9894	Disbursements	\$ (5,000.00)				
Cheque 9897	Disbursements			\$ (25,000.00)		
Combined Deposit		0	\$ 2,000.00			
Outbound Wire wire to Stikeman Elliot		0		\$ (500,100.00)		Donalda - 1st deposit for purchase
Stop Payment		0		\$ (12.00)		
		\$ (5,000.00)	\$ 2,000.00	\$ (525,112.00)		
To Norma Walton	7870017	\$ (40,000.00)				
Ending Balance		\$ 627,941.18	\$ 627,958.18	\$ 102,896.18		

Tab H

This is Exhibit "H" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT



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

No matter where you are, we've got you covered. Make sure you never leave home without adequate travel medical coverage. For information on Meridian's travel insurance, visit meridiancu.ca/travel

18(B)

*0003407

Statement Period Ending: July 31, 2012

Account Number: 9669185

Queen's Corner Corp.
30 Hazelton Ave
Toronto ON M5R 2E2

Deposit Accounts

Chequing 0 - Queen's Corner Corp.

Date	Account Activity	Withdrawals	Deposits	Balance
05-Jul-2012	Balance Forward			0.00
05-Jul-2012	Cheque Deposit		357,465.00	357,465.00
05-Jul-2012	Transfer Out	-357,350.00		115.00
	7311954 wellesly cheq			
06-Jul-2012	Transfer Out	-25.00		90.00
	Membership Shares			
	To shrmem			
18-Jul-2012	Transfer In		20,100.00	20,190.00
	7311954 wellesly cheq			
18-Jul-2012	Outbound Wire # 2313030	-20,000.00		170.00
	wire to Snowview Bancorp Inc			
	Service Charge	-20.00		
20-Jul-2012	Combined Deposit		19,990.00	20,160.00
23-Jul-2012	Transfer Out # 045746546	-20,050.00		110.00
	7311954 wellesly cheq			
25-Jul-2012	Transfer In		662,200.00	662,310.00
	7311954 wellesly cheq			
25-Jul-2012	Certified Chq # 1	-662,188.53		111.47
	Devry, Smith and Frank LLP in trust			
	Service Charge	-10.00		
31-Jul-2012	Transaction Fees	-5.00		106.47
	Account Totals	1,059,648.53	1,059,755.00	106.47



Tab I

This is Exhibit "I" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016




Commissioner for Taking Affidavits (or as may be)
DANIELLE GLATT

Other Reference # 044127531			
Jul 20, 2012	Transfer Out to 7317951 wellesly cheq Other Reference # 044128156	-\$250.00	\$131,231.18
Jul 20, 2012	Cheque 9892	-\$150.00	\$131,081.18
Jul 20, 2012	Cheque 9889	-\$2,340.00	\$128,741.18
Jul 23, 2012	Transfer Out to 9517533 wellesly cheq Other Reference # 125318296	-\$11,300.00	\$117,441.18
Jul 23, 2012	Transfer In from 7293418 wellesly cheq	\$2,800.00	\$120,241.18
Jul 23, 2012	Transfer In from 7311566 wellesly cheq	\$2,150.00	\$122,391.18
Jul 23, 2012	Transfer In from 7311699 wellesly cheq	\$5,250.00	\$127,641.18
Jul 23, 2012	Transfer In from 9645904 wellesly cheq	\$688,350.00	\$815,991.18
Jul 23, 2012	Transfer In from 9669185 wellesly cheq	\$20,050.00	\$836,041.18
Jul 23, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 045747187	-\$40,000.00	\$796,041.18
Jul 23, 2012	Transfer Out to 7311921 wellesly cheq Other Reference # 045747875	-\$2,000.00	\$794,041.18
Jul 23, 2012	Transfer Out to 7311996 wellesly cheq Other Reference # 045748484	-\$350.00	\$793,691.18
Jul 23, 2012	Transfer Out to 7311525 wellesly cheq Other Reference # 045749140	-\$3,500.00	\$790,191.18
Jul 23, 2012	Transfer Out to 7311632 wellesly cheq Other Reference # 045749875	-\$7,200.00	\$782,991.18
Jul 23, 2012	Transfer Out to 7317829 wellesly cheq Other Reference # 045750531	-\$200.00	\$782,791.18
Jul 23, 2012	Transfer Out to 9517533 wellesly cheq Other Reference # 045751312	-\$4,800.00	\$777,991.18
Jul 23, 2012	Transfer Out to 7311756 wellesly cheq Other Reference # 045752000	-\$2,950.00	\$775,041.18
Jul 23, 2012	Transfer Out to 7311574 wellesly cheq Other Reference # 045752671	-\$4,750.00	\$770,291.18
Jul 23, 2012	Transfer Out to 7293335 wellesly cheq # 1 Other Reference # 045753546	-\$80,000.00	\$690,291.18
Jul 23, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 045754203	-\$16,450.00	\$673,841.18
Jul 23, 2012	Transfer Out to 7311657 wellesly cheq Other Reference # 045754968	-\$27,800.00	\$646,041.18
Jul 23, 2012	Transfer Out to 7311681 wellesly cheq Other Reference # 045755593	-\$12,400.00	\$633,641.18
Jul 23, 2012	Transfer Out to 7311780 wellesly cheq Other Reference # 045756234	-\$700.00	\$632,941.18
Jul 23, 2012	Cheque 9894	-\$5,000.00	\$627,941.18
Jul 24, 2012	Combined Deposit	\$2,000.00	\$629,941.18
Jul 24, 2012	Transfer In from 7293400 wellesly cheq	\$11,580.00	\$641,521.18
Jul 24, 2012	Transfer In from 9645904 wellesly cheq	\$937.00	\$642,458.18
Jul 24, 2012	Transfer Out to 7293418 wellesly cheq Other Reference # 045317359	-\$250.00	\$642,208.18

Jul 24, 2012	Transfer Out to 7311525 wellesys cheq Other Reference # 045317984	-\$2,100.00	\$640,108.18
Jul 24, 2012	Transfer Out to 7311566 wellesys cheq Other Reference # 045318671	-\$2,100.00	\$638,008.18
Jul 24, 2012	Transfer Out to 7311749 wellesys cheq Other Reference # 045319343	-\$7,300.00	\$630,708.18
Jul 24, 2012	Transfer Out to 7311731 wellesys cheq Other Reference # 045320031	-\$1,000.00	\$629,708.18
Jul 24, 2012	Transfer Out to 9517533 wellesys cheq Other Reference # 045320687	-\$1,750.00	\$627,958.18
Jul 25, 2012	Transfer In from 9645904 wellesys cheq	\$662,200.00	\$1,290,158.18
Jul 25, 2012	Transfer Out to 9669185 wellesys cheq Other Reference # 120610406	-\$662,200.00	\$627,958.18
Jul 25, 2012	Stop Payment Other Reference # 122908078	-\$12.00	\$627,946.18
Jul 25, 2012	Outbound Wire wire to Stikeman Elliot LLP in trust Service Charge 100.00 Other Reference # 2317749	-\$500,100.00	\$127,846.18
Jul 25, 2012	Transfer In from 7293335 wellesys cheq # 1	\$16,350.00	\$144,196.18
Jul 25, 2012	Transfer In from 7311608 wellesys cheq	\$1,100.00	\$145,296.18
Jul 25, 2012	Transfer In from 7311699 wellesys cheq	\$2,700.00	\$147,996.18
Jul 25, 2012	Transfer In from 7311749 wellesys cheq	\$4,000.00	\$151,996.18
Jul 25, 2012	Transfer In from 7293434 wellesys cheq	\$1,750.00	\$153,746.18
Jul 25, 2012	Transfer Out to 7311657 wellesys cheq Other Reference # 054437671	-\$400.00	\$153,346.18
Jul 25, 2012	Transfer Out to 7311731 wellesys cheq Other Reference # 054438546	-\$8,050.00	\$145,296.18
Jul 25, 2012	Transfer Out to 7317951 wellesys cheq Other Reference # 054439390	-\$10,450.00	\$134,846.18
Jul 25, 2012	Transfer Out to 7293400 wellesys cheq Other Reference # 054440187	-\$150.00	\$134,696.18
Jul 25, 2012	Transfer Out to 7311640 wellesys cheq Other Reference # 054440843	-\$6,800.00	\$127,896.18
Jul 25, 2012	Cheque 9897	-\$25,000.00	\$102,896.18
Jul 26, 2012	Transfer In from 9645904 wellesys cheq	\$38,300.00	\$141,196.18
Jul 26, 2012	Cheque Deposit	\$5,382.50	\$146,578.68
Jul 26, 2012	Certified Chq Green and Spiegel in Trust Service Charge 10.00 Other Reference # 9900	-\$38,742.68	\$107,836.00
Jul 26, 2012	Certified Chq Green and Spiegel Service Charge 10.00 Other Reference # 9901	-\$110.00	\$107,726.00
Jul 26, 2012	Transfer In from 7311657 wellesys cheq	\$58,950.00	\$166,676.00
Jul 26, 2012	Transfer Out to 7311939 wellesys cheq Other Reference # 062446390	-\$3,100.00	\$163,576.00
Jul 26, 2012	Transfer Out to 7311525 wellesys cheq	-\$350.00	\$163,226.00

Tab J

This is Exhibit "J" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

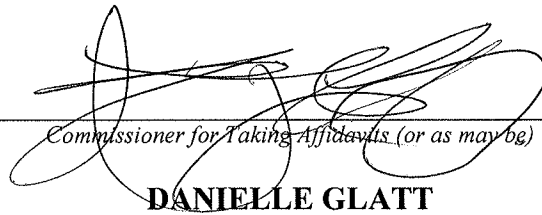
Devry Smith Frank LLP
Lawyers & Mediators

TRUST STATEMENT
As at September 17, 2012

		Disbursements	Receipts
1 - BANKTRUST #1: Opening balance	0.00		
Jul 25, 2012	Queens Corner Corp.		662,188.53
Jul 25, 2012	Walton Advocates		1,928,640.00
Jul 25, 2012	Devry Smith & Frank GIA #1 (Land Transfer Tax)	-77,200.00	
Jul 25, 2012	Clark, Farb, Fiksel, In Trust (Balance due on closing)	-2,511,074.33	
Jul 31, 2012	Chicago Title Insurance Company (Title Insurance Premium)	-2,554.20	
	Total Trust	<u>-2,590,828.53</u>	<u>2,590,828.53</u>
	Current Trust balance		0.00

Tab K

This is Exhibit "K" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

This Agreement of Purchase and Sale dated this 8th day of May 2012

BUYER, The Rose and Thistle Group Ltd, In Trust For A Company To Be Incorporated
(Full legal names of all Buyers), agrees to purchase from

SELLER, New Port Development And Management Corp.
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address 1003 Queen Street, East

fronting on the South side of Queen Street, East

in the City of Toronto

and having a frontage of 13.96 metres more or less by a depth of 30.48 metres more or less

and legally described as Part Lot 5 South Side Kingston Road Plan D81, Part Lot 12, Broken

Front Township, Designated As Part 1, 66R23201, City of Toronto - PIN 21056-0426 (the "property").
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: Seven Hundred Eighty Thousand & Fifty thousand
Two Million Four Hundred Thousand Dollars (CDN\$) 2,400,000.00

DEPOSIT: Buyer submits As otherwise described in this Agreement
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Seventy-Five Thousand One Hundred & Fifty thousand Dollars (CDN\$) 75,000.00

by negotiable cheque payable to Distinction Realty Limited, Brokerage "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.
For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the
Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that,
unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer Seller until 3:00 p.m. on
the 11th 14th day of May 2012, after which time, if not accepted, this
Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 31st 4th day
of May July 2012. Upon completion, vacant possession of the property shall be given to the
Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 25th day of June, 2012, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (mixed commercial/residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: s

The Rose and Thistle Group Ltd., In Trust
For A Company To Be Incorporated

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

New Port Development and Management
Corp.

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 12:30 a.m (p.m) this 12th day of MAY, 2012.

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Distinction Realty Limited, Brokerage Tel.No. (416) 449-2400

Co-op/Buyer Brokerage Distinction Realty Limited, Brokerage Tel.No. (416) 449-2400

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

DATE May 12/12

(Seller)

DATE

Address for Service

Tel.No.

Seller's Lawyer

Address

Tel.No.

FAX No.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer)

DATE May 12/12

(Buyer)

DATE

Address for Service

Tel.No.

Buyer's Lawyer Walton Associates

Address 30 Hazelton Avenue, Toronto

416 489-9790

Tel.No.

416 479-9973

FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale

Acknowledged by:

[Authorized to bind the Listing Brokerage]

[Authorized to bind the Co-operating Brokerage]



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, The Rose and Thistle Group Ltd, In Trust For A Company To Be Incorporated, and

SELLER, New Port Development And Management Corp.

for the purchase and sale of 1003 Queen Street, East Toronto

dated the 8th day of May 2012

Buyer agrees to pay the balance as follows:

100,000 @
\$ 150,000.00

1. The Purchase Price will be paid as follows:

- (a) a deposit in the amount of \$75,000.00 to be paid within 5 days of acceptance of this Agreement; and
- (b) the balance on Closing by certified cheque or bank draft, subject to the usual adjustments.

2. The Seller shall deliver the following within 5 days of acceptance of this Agreement:

- a. Building permit application and plans;
- b. Up to date Survey.
- c. Name and phone number for the building inspector;
- d. List of inspections completed by the City of Toronto and dates completed.
- e. List of all contractors who worked on the project to date. **REPORTS*
- f. Budget showing money spent to date on construction along with estimated cost to complete construction. *on day of closing*
- g. Name and contact information for the former site supervisor
- h. Copies of all contracts entered into to date related to the property. *on day of closing*
- i. Condominium plans if any.
- j. Copies of Agreements of Purchase and Sale with any Purchasers.
- k. Statutory declaration from the Vendor confirming which bills related to construction have already been paid in full and which are to be paid from proceeds of sales.
- l. Copies of any Leases entered into related to the property.
- m. Phase I ESA dated 18/03/05 and Phase II ESA dated 14/04/06 by Shaheen & Peaker Limited;
- n. Geotechnical reports.
- o. Building Condition Assessment Reports.
- p. Any other relevant information related to the construction of the building.
- q. Site Plan Agreement between Seller and City of Toronto dated May 15, 2007 (the "Site Plan Agreement").
- r. Record of Site Condition Number 3030
- s. Building Permit No. 07 130656 BLD 00 NB (the "Building Permit"); and
- t. All architectural, structural, mechanical and electrical drawings pertaining to the Property that are in the Seller's possession.

3. In addition to the provisions of Section 18 of the Agreement to which this Schedule A is annexed, the Buyer and Seller agree that on the Closing Date, the Buyer shall reimburse the Seller for any securities or other deposits that have been paid by the Seller to the City of Toronto pursuant to the Site Plan Agreement and/or Building Permit. In the event that the City of Toronto shall reimburse such deposits to the Seller, then on the Closing Date, the Buyer shall deliver such replacement security as may be required by the City of Toronto, and execute any required undertakings and directions to the City of Toronto, to have such deposits or other security returned to the Seller.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Signature]

INITIALS OF SELLER(S):

[Signature]

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, The Rose and Thistle Group Ltd, In Trust For A Company To Be Incorporated, and

SELLER, New Port Development And Management Corp.

for the purchase and sale of 1003 Queen Street, East Toronto

..... dated the 8th day of May 2012

4. The Buyer covenants and agrees with the Seller that before the Closing Date the Buyer shall be required to provide the Seller with evidence that the Buyer is duly and properly registered with Tarion pursuant to the Ontario New Homes Warranties Plan Act.

5. The Seller covenants and agrees with the Buyer that:

(a) The Seller shall not enter into any contracts or agreements affecting the Property, including without limitation, the sale of units within the Property, without the written consent of the Buyer; and

(b) As of the Closing Date, all accounts owing for work, labor materials services and equipment in respect of or relating to the Property shall have been fully paid for, and the Seller is not aware of any person, firm, corporation or contractor who claims or may be entitled to claim a lien under the Construction Lien Act (Ontario) or any similar legislation.

6. This Agreement is conditional in favour of the Buyer that on Closing, the Property shall be free and clear, not subject to any construction liens for unpaid labour or materials, and not subject to any contracts of any kind, including construction contracts, agreements of purchase and sale with prospective purchasers, or leases, including Certificate of Pending Litigation registered as AT2989691, and Construction Lien registered As AT3007818. The Seller shall provide proof of same on or before Closing and shall sign a statutory declaration confirming there are no such contracts or encumbrances.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

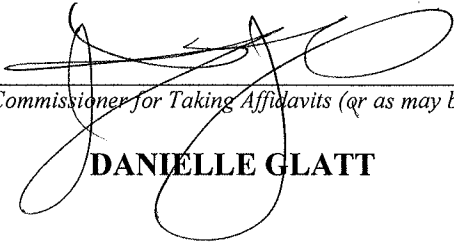
INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



Tab L

This is Exhibit "L" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

Properties

PIN 21056 - 0426 LT Interest/Estate Fee Simple
 Description 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
 Address 1003 QUEEN ST EAST
 TORONTO

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name QUEEN'S CORNER CORP.
 Address for Service 30 Hazelton Avenue
 Toronto, Ontario
 M5R 2E2

I, Norma Walton, President, have the authority to bind the corporation.
 This document is not authorized under Power of Attorney by this party.

Chargee(s)

Capacity

Share

Name 368230 ONTARIO LIMITED
 Address for Service 21 Kern Road
 Toronto, Ontario
 M3B 1S9

Statements

Schedule: See Schedules

Provisions

Principal	\$4,000,000.00	Currency	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2014/08/05		
Interest Rate	11.0%		
Payments			
Interest Adjustment Date	2012 08 05		
Payment Date	5th day of each month		
First Payment Date	2012 09 05		
Last Payment Date	2014 08 05		
Standard Charge Terms			
Insurance Amount	full insurable value		
Guarantor	Ronald Walton; Norma Walton		

Additional Provisions

The Chargor may prepay the whole or any part or parts of the Principal at any time or times upon payment of one month's interest as a bonus upon the monies being prepaid.

Interest only shall be payable on the 5th day of each month on the balance of the principal outstanding from time to time, as well after as before maturity of the charge and both before and after default and judgment until paid.

The Chargor may from time to time obtain partial discharges of the land if each of the following conditions is satisfied:

1. The land to be discharged is a condominium unit ("unit") on a registered condominium plan.
2. The Chargor pays to the Chargee 90% of the net proceeds (the "Discharge Amount") from the sale of the unit being discharged, being the balance due on closing less legal fees and real estate commission.
3. The Chargor pays to the Chargee all accrued interest on the Discharge Amount.
4. The Chargor pays the Chargee's reasonable legal fee in connection with the execution and delivery of each partial discharge.

Signed By

John Todd Holmes

100-95 Barber Greene Rd.
Toronto
M3C 3E9acting for Chargor Signed 2012 07 26
(s)

Tel 4164491400

Fax 4164497071

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

DEVRY, SMITH & FRANK

100-95 Barber Greene Rd.
Toronto
M3C 3E9

2012 07 26

Tel 4164491400

Fax 4164497071

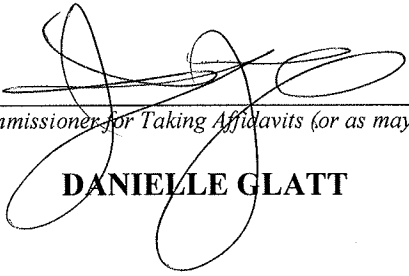
Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

Tab M

This is Exhibit "M" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

368230 ONTARIO LIMITED
DR STANLEY K BERNSTEIN
21 KERN RD
TORONTO, ON M3B 1S9

000690

DATE 2012-10-12
Y Y Y Y M M D D

PAY to
the order of

QUEEN'S CONCRETE CORP

\$ 200,000.00

TWO HUNDRED THOUSAND

100 DOLLARS  Security Features Indicated



Canada Trust

TORONTO-DOMINION CENTRE BRANCH
55 KING ST. W. & BAY ST.
TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

to to

to to

to to

RE

1003 QUEEN ST. E.

PER

W Bernstein

⑈000690⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

mortgage advance

368230 ONTARIO LIMITED
DR STANLEY K BERNSTEIN
21 KERN RD
TORONTO, ON M3B 1S9


000756

DATE 2013-03-07
Y Y Y Y M M D D

PAY to QUEEN'S CORNER CORP
the order of

\$ 200,000⁰⁰

TWO HUNDRED THOUSAND

xx DOLLARS  Security features included



Canada Trust

TORONTO-DOMINION CENTRE BRANCH
55 KING ST. W. & BAY ST.
TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED



RE 1003 QUEEN E. ADVANCE

PER

⑈000756⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

368230 ONTARIO LIMITED
DR STANLEY K BERNSTEIN
21 KERN RD
TORONTO, ON M3B 1S9

000770

55

DATE 2013-03-18
Y Y Y Y M M D D

PAY to
the order of

QUEENS CORNER CORP

\$ 225,000.00

TWO HUNDRED AND TWENTY FIVE THOUSAND

xx
100 DOLLARS  Security features included



Canada Trust

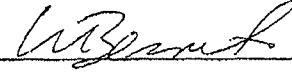
TORONTO-DOMINION CENTRE BRANCH
55 KING ST. W. & BAY ST.
TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

RE

1003 QUEEN ST. E.

PER



MORTGAGE ADVANCE

⑈000770⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

368230 ONTARIO LIMITED
DR STANLEY K BERNSTEIN
21 KERN RD
TORONTO, ON M3B 1S9

000778

DATE 2013-04-08
Y Y Y Y M M D D

PAY to
the order of

— QUEENS COMMON CORP. —

\$ 235,000.⁰⁰

— TWO HUNDRED AND THIRTY FIVE THOUSAND —

¹⁰⁰/₁₀₀ DOLLARS 



Canada Trust
TORONTO-DOMINION CENTRE BRANCH
55 KING ST. W. & BAY ST.
TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

RE

1003 Queen East

PER


StBernard

⑈000778⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

368230 ONTARIO LIMITED
 DR STANLEY K BERNSTEIN
 21 KERN RD
 TORONTO, ON M3B 1S9

000794

DATE 2013-05-01
 Y Y Y Y M M D D

PAY to QUEEN'S CORNER CORP
 the order of \$340,000⁰⁰
THREE HUNDRED & FORTY THOUSAND DOLLARS 100 DOLLARS 

TD Canada Trust
 TORONTO-DOMINION CENTRE BRANCH
 55 KING ST. W. & BAY ST.
 TORONTO, ONTARIO M5K 1A2

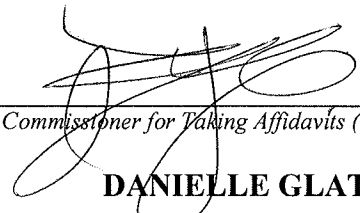
368230 ONTARIO LIMITED

RE Mpe PER Sol Jensen

⑈000794⑈ ⑆10202⑈004⑆ 0690⑈0333900⑈

Tab N

This is Exhibit "N" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

AGREEMENT

Between:

DBDC Queen's Corner Inc.

"Bernstein"

- and -

Ron and Norma Walton

"Walton"

- and -

Queen's Corner Corp.

the "Company"

WHEREAS Bernstein and Walton intend to purchase 1003 Queen Street East, Toronto, Ontario (the "Property") on or about July 4, 2012 and put ownership of the Property in the Company's name;

AND WHEREAS Bernstein and Walton, or whomever Bernstein and Walton may direct in accordance with the provisions of paragraph 5 herein, will each hold 585,825 shares in the Company;

AND WHEREAS Bernstein and Walton will each provide the sum of \$585,825 to the Company for the purposes of purchasing, and redeveloping the property to construct ten residential and two retail condominiums (the "Project");

AND WHEREAS Walton will manage and supervise the Project and ensure it is completed according to the excel spreadsheet attached as Exhibit "A" to this Agreement;

THEREFORE the parties agree as follows:

1. Walton has contracted to purchase the Property and the purchase is scheduled to close on July 4, 2012.
2. Walton intends to complete construction of the condominiums between now and December 30, 2013 in accordance with Exhibit "A".
3. Bernstein 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 will issue sufficient shares such that Bernstein has 585,825 and Walton has 585,825 voting shares of the same class.

4. The ownership of the Company will be as follows:
 - a. 50% to Bernstein; 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.
5. Walton will be managing, supervising and completing the Project in accordance with the attached Exhibit "A".
6. Walton and Bernstein have each provided ½ of the \$450,000 to cover initial soft costs and deposits to purchase the Property
7. The balance of equity in the amount of \$360,825 each will be paid as follows:
 - a. Bernstein will provide to the Company the sum of \$360,825 on or before July 4, 2012; and
 - b. Walton will provide the sum of \$360,825 in a timely manner as required as the Project is completed
8. Walton and Bernstein will each provide 50% of whatever additional capital over and above the \$585,825 each that is required to complete the Project, if any, in a timely manner.
9. In addition to managing, supervising and completing the Project, Walton will be responsible for supervising the renovations of the building on the Property, hiring of all consultants, designers, architects and engineers to complete the Project, finance, bookkeeping, office administration, accounting, information technology provision, filing tax returns for the Company, and fulfilling all active roles required to complete the Project in accordance with Exhibit "A".
10. Bernstein will not be required to play an active role in completing the Project. Notwithstanding that, any decisions concerning the selling or the refinancing of the Property will require his approval; any decisions requiring an increase in the total amount of equity required to complete the Project will require his approval; and any significant decisions that vary from the Project plan described in Exhibit "A" will require his approval.
11. Walton will provide to Bernstein ongoing reports at minimum monthly detailing all items related to the Property including the progress in moving the plan forward.
12. Walton will provide a written report to Bernstein each month detailing the following:
 - a. copies of invoices for work completed;
 - b. the bank statement for that month; and

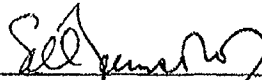
- c. if the bank statement does not have a copy of cancelled cheques, then Walton will also provide a complete listing of all cheques written, including payees, dates and amounts.

At Bernstein's request, Walton will provide whatever other back-up information he requests. Any cheque or transfer that is not in accordance with Exhibit "A" will require Bernstein's signature or written approval before being processed.


13. Once the Project is substantially completed to the point that all of the Property has been sold, both parties will be paid out their capital plus profits and Walton will retain the Company for potential future use.
14. The Board of Directors of the Company will be composed of two directors, being Bernstein and Norma Walton. 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 all the other parties, which consent may be unreasonably withheld. Bernstein shall have the option of being paid out his share of capital and profits from the Project and once he has been paid out in full, he will surrender his share certificate, he will concurrently resign from the Board of Directors and Norma Walton and the Company will accept such resignation. At such time Bernstein shall be released of all obligations and liability related to the Company and shall be indemnified by Walton with respect to all liabilities, claims and obligations whatsoever of the Company up to the date at which Bernstein has been paid out his capital and profits from the Project.
15. The Company will only be used to purchase, complete and refinance the property at 1003 Queen Street East, Toronto, Ontario or such other matters solely relating to the Project and the Property.
16. 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 Bernstein and Walton.

17. The above represents all deal terms between the parties.


Dated at Toronto, Ontario this 7 day of JUNE 2012




DBDC Queen's Corner Inc.
Per A.S.O.



Queen's Corner Corp.
Per A.S.O.



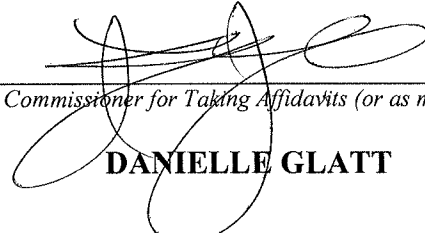
Ron Walton



Norma Walton

Tab 0

This is Exhibit "O" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

Request ID: 018600719
 Transaction ID: 60184889
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2016/02/05
 Time Report Produced: 11:47:43
 Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2329065	QUEEN'S CORNER CORP.	2012/05/23
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
30 HAZELTON AVENUE	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
TORONTO	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		Letter Date
CANADA M5R 2E2		NOT APPLICABLE
Mailing Address	Revival Date	Continuation Date
30 HAZELTON AVENUE	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
TORONTO	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		EP Licence Eff.Date
CANADA M5R 2E2		EP Licence Term.Date
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	Date Ceased
	00001	in Ontario
	00015	NOT APPLICABLE
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 018600719
Transaction ID: 60184889
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/02/05
Time Report Produced: 11:47:43
Page: 2

65

CORPORATION PROFILE REPORT

Ontario Corp Number

2329065

Corporation Name

QUEEN'S CORNER CORP.

Corporate Name History

QUEEN'S CORNER CORP.

Effective Date

2012/05/23

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

RONAULD
WALTON

Address

30 HAZELTON AVENUE

TORONTO
ONTARIO
CANADA M5R 2E2

Date Began

2012/05/23

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 018600719
Transaction ID: 60184889
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/02/05
Time Report Produced: 11:47:43
Page: 3

66

CORPORATION PROFILE REPORT

Ontario Corp Number

2329065

Corporation Name

QUEEN'S CORNER CORP.

Administrator: Name (Individual / Corporation)

NORMA
WALTON

Address

30 HAZELTON AVENUE

TORONTO
ONTARIO
CANADA M5R 2E2

Date Began

2012/05/23

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator: Name (Individual / Corporation)

NORMA
WALTON

Address

30 HAZELTON AVENUE

TORONTO
ONTARIO
CANADA M5R 2E2

Date Began

2012/05/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 018600719
Transaction ID: 60184889
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/02/05
Time Report Produced: 11:47:43
Page: 4

67

CORPORATION PROFILE REPORT

Ontario Corp Number

2329065

Corporation Name

QUEEN'S CORNER CORP.

Administrator: Name (Individual / Corporation)

NORMA
WALTON

Address

30 HAZELTON AVENUE

TORONTO
ONTARIO
CANADA M5R 2E2

Date Began

2012/05/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator: Name (Individual / Corporation)

NORMA
WALTON

Address

30 HAZELTON AVENUE

TORONTO
ONTARIO
CANADA M5R 2E2

Date Began

2012/05/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 018600719
Transaction ID: 60184889
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/02/05
Time Report Produced: 11:47:43
Page: 5

68

CORPORATION PROFILE REPORT

Ontario Corp Number

2329065

Corporation Name

QUEEN'S CORNER CORP.

Last Document Recorded

Act/Code Description

Form

Date

CIA INITIAL RETURN

1

2012/06/08

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Request ID: 018600720
Transaction ID: 60184890
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2016/02/05
Time Report Produced: 11:47:43
Page: 1

69

CORPORATION DOCUMENT LIST

Ontario Corporation Number

2329065

Corporation Name

QUEEN'S CORNER CORP.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	INITIAL RETURN PAF: WALTON, NORMA	1	2012/06/08
BCA	ARTICLES OF INCORPORATION	1	2012/05/23 (ELECTRONIC FILING)

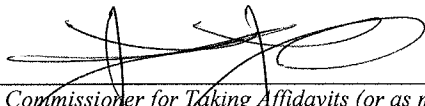
THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Tab P

This is Exhibit "P" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

LAND
REGISTRY
OFFICE #66

21056-0426 (LT)

PAGE 1 OF 4
PREPARED FOR GraceT01
ON 2014/06/24 AT 14:37:09

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: 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

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2007/07/23.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
RE-ENTRY FROM 21056-0376

PIN CREATION DATE:
2007/07/23

OWNERS' NAMES
QUEEN'S CORNER CORP.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2007/07/23 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
AT403626	2004/02/05	APL ANNEX REST COV		NGUYEN, THI BA ROBERT, JOSEPH		C
REMARKS: FOR 10 YRS FROM DATE OF CLOSING						
AT765923	2005/03/31	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** NGUYEN, THI BA ROBERT, JOSEPH	1003 QUEEN EAST HOLDINGS LIMITED	
REMARKS: PLANNING ACT STATEMENTS						
AT765924	2005/03/31	CHARGE		*** DELETED AGAINST THIS PROPERTY *** 1003 QUEEN EAST HOLDINGS LIMITED	ROBERT, JOSEPH NGUYEN, THI BA	
AT766202	2005/03/31	TRANSFER OF CHARGE		*** DELETED AGAINST THIS PROPERTY *** ROBERT, JOSEPH NGUYEN, THI BA	DIAS, FERNANDO DIAS, MARIA BERTAO, FERNANDO BERTAO, CREMILDE TOSTE, GLENN TOSTE, MARIA	
AT1459462	2007/05/31	NOTICE	\$2	CITY OF TORONTO	1003 QUEEN EAST HOLDINGS LIMITED	C
REMARKS: SITE PLAN AGREEMENT.						
66R23201	2007/07/23	PLAN REFERENCE				C
AT1514423	2007/07/23	APL ABSOLUTE TITLE		1003 QUEEN EAST HOLDINGS LIMITED	1003 QUEEN EAST HOLDINGS LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT2010643	2009/02/11	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** DIAS, FERNANDO DIAS, MARIA	J. B. CONSTRUCTION 704125 ONTARIO LIMITED	
REMARKS: AT765924						
AT2401786	2010/06/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LINESTEEL (1973) LIMITED		
AT2446063	2010/07/14	CERTIFICATE		*** COMPLETELY DELETED *** LINESTEEL (1973) LIMITED		
REMARKS: AT2401786						
AT2597176	2011/01/12	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** LINESTEEL (1973) LIMITED		
AT2624720	2011/02/18	CERTIFICATE		*** COMPLETELY DELETED *** LINESTEEL (1973) LIMITED		
REMARKS: AT2597176						
AT2626975	2011/02/23	CHARGE		*** COMPLETELY DELETED *** 1003 QUEEN EAST HOLDINGS LIMITED	J. B. CONSTRUCTION 704125 ONTARIO LIMITED	
AT2627654	2011/02/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** BERTAO, FERNANDO BERTAO, CREMILDE TOSTE, GLENN TOSTE, MARIA J.B. CONSTRUCTION 704125 LIMITED		
REMARKS: AT765924.						
AT2768455	2011/07/29	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** COLUMBIA MASONRY CONTRACTING INC.		
AT2776053	2011/08/05	CHARGE		*** COMPLETELY DELETED *** 1003 QUEEN EAST HOLDINGS LIMITED	PERIC, MARKO PERIC, MILEVA LETO, SAM ALLEN, RAYMOND	
AT2809322	2011/09/09	CERTIFICATE		*** COMPLETELY DELETED *** COLUMBIA MASONRY CONTRACTING INC.	1003 QUEEN EAST HOLDINGS LIMITED 1003 QUEEN EAST LIMITED	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					MAHERAS, JERRY J.B. CONSTRUCTION 704125 ONTARIO LIMITED 1003 QUEEN STREET EAST LIMITED PERIC, MARKO PERIC, MILEVA LETO, SAM ALLEN, RAYMOND	
		REMARKS: AT2768455				
AT2820367	2011/09/22	CHARGE		*** COMPLETELY DELETED *** 1003 QUEEN EAST HOLDINGS LIMITED	JLCML INVESTMENTS INC.	
AT2822609	2011/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** J. B. CONSTRUCTION 704125 ONTARIO LIMITED		
		REMARKS: AT2626975.				
AT2822610	2011/09/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** PERIC, MARKO PERIC, MILEVA LETO, SAM ALLEN, RAYMOND		
		REMARKS: AT2776053.				
AT2901447	2011/12/20	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	1003 QUEEN EAST HOLDINGS LIMITED	
		REMARKS: VACATE AT2768455 & AT2809322				
AT2901448	2011/12/20	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	1003 QUEEN EAST HOLDINGS LIMITED	
		REMARKS: VACATE AT2401786, AT2446063, AT2597176 & AT2624720				
AT2989691	2012/04/13	APL (GENERAL)		*** COMPLETELY DELETED *** GOULART, JOSE MARTINS-GOULART, PAULA		
		REMARKS: CERTIFICATE OF PENDING LITIGATION				
AT3007818	2012/05/03	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** DON FRY SCAFFOLD SERVICE INC.		
AT3043618	2012/06/12	DIS CONSTRUCT LIEN		*** COMPLETELY DELETED *** DON FRY SCAFFOLD SERVICE INC.		
		REMARKS: AT3007818.				


NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT3084685	2012/07/26	APL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	GOULART, JOSE MARTINS-GOULART, PAULA	
		REMARKS: AT2989691				
AT3084701	2012/07/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** JLCML INVESTMENTS INC.		
		REMARKS: AT2820367.				
AT3084733	2012/07/26	TRANSFER	\$2,700,000	1003 QUEEN EAST HOLDINGS LIMITED	QUEEN'S CORNER CORP.	C
		REMARKS: PLANNING ACT STATEMENTS				
AT3084734	2012/07/26	CHARGE	\$4,000,000	QUEEN'S CORNER CORP.	368230 ONTARIO LIMITED	C
AT3084743	2012/07/26	NO ASSGN RENT GEN		QUEEN'S CORNER CORP.	368230 ONTARIO LIMITED	C
		REMARKS: AT3084734				
AT3523278	2014/02/19	CONSTRUCTION LIEN	\$74,906	STEPHENSON'S RENTAL SERVICES INC.		C
AT3551068	2014/04/02	CERTIFICATE		STEPHENSON'S RENTAL SERVICES INC.		C
		REMARKS: AT3523278				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Tab Q

This is Exhibit "Q" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
MR. JUSTICE D.M. BROWN

)
)
)

TUESDAY, THE 10TH
DAY OF JUNE, 2014

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

APPROVAL AND VESTING ORDER

(1003 Queen Street East, Toronto, Ontario)

THIS MOTION, made by Schonfeld Inc. in its capacity as the Court-appointed manager (the "**Manager**"), without security, of all of the assets, undertakings and properties of Queen's Corner Corp. ("**QCC**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") for the lands and building legally described as Part of Lot 5 on the south side of Kingston Road Plan D81 Toronto and Part of Lot 12 Concession Broken Front Township of York designated as Part 1 on Plan 66R23201, City of Toronto, being all of PIN 21056-0426 (LT) (the "**Lands**") between the Manager and 2288750 Ontario Inc. in trust for Kartelle 1003 Queen Street East Inc. (with

Kartelle 1003 Queen Street East Inc. being hereinafter referred to as the "**Purchaser**") dated April 21, 2014 and accepted April 25, 2014 and appended to the Tenth Report of the Manager dated June 4, 2014 (the "**Report**"), and vesting in the Purchaser all of QCC's right, title and interest in and to the Lands, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Manager, no one appearing for any other person on the service list:

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. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Manager is hereby authorized and approved, 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 Lands to the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Manager's certificate to the Purchaser substantially in the form attached as Schedule C hereto (the "**Manager's Certificate**") and the registration and/or recordation of this Order on title to the Lands, all of QCC's right, title and interest in and to the 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 Newbould dated 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 listed on Schedule D 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 E) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby expunged and discharged as against the Lands.

4. THIS COURT ORDERS that upon the registration and/or recordation in the Land Registry Office for the Land Titles Division of Toronto 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 Lands in fee simple, and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Schedule D hereto.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of the Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and that from and after the delivery of the Manager's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS that the proceeds of the Transaction, net of closing costs shall be distributed as follows:

- (a) an amount sufficient to satisfy the claim for lien asserted by Stephenson's Rental Services Inc. in the amount of \$74,906 registered on February 19, 2014 as Instrument No. AT3523278 plus 25% in respect of costs (the "**Lien Holdback**") shall be held in trust by the Manager or its counsel pending further Order of this Court; and
- (b) the balance of the proceeds shall be paid to 368230 Ontario Limited in partial satisfaction of the first ranking charge registered as AT3084734 upon the Manager being provided with evidence satisfactory to it that the funds claimed by 368230 Ontario Limited were advanced by it.

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

8. THIS COURT ORDERS that, notwithstanding:

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

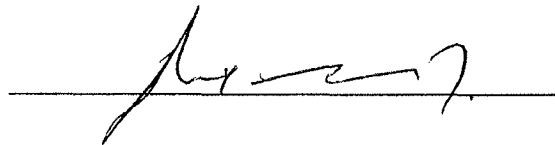
the vesting of the Lands in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of QCC and shall not be void or voidable by creditors of QCC, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent 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. 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 1003 Queen Confidential Appendix A to the Report contained in the 1003 Queen 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. 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 Manager 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 Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the terms of this Order.

A handwritten signature in black ink, appearing to be "J. M. J.", written over a horizontal line.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

Handwritten initials, possibly "MJ", in black ink.

JUN 13 2014

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.
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.

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

Schedule C – Form of Manager’s Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
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 IN SCHEDULE “B” HERETO, TO BE
BOUND BY THE RESULT

MANAGER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (the “**Court**”) dated November 5, 2013, Schonfeld Inc. was appointed as the Manager (the “**Manager**”), without security, of all of the assets, undertakings and properties of Queen’s Corner Corp. (“**QCC**”) and others.

B. Pursuant to an Order of the Court dated June 10, 2014 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale dated April 21, 2014 and accepted April 25, 2014, as amended from time to time (collectively, the “**Sale Agreement**”) between the Manager and 2288750 Ontario Inc. in trust for Kartelle 1003 Queen Street East Inc. (with Kartelle 1003 Queen Street East Inc. being hereinafter referred to as the “**Purchaser**”) and provided for the vesting in the Purchaser of QCC’s right, title and interest in and to the lands legally described as Part of Lot 5 on the south side of Kingston Road Plan D81 Toronto and Part of Lot 12 Concession Broken Front Township of York designated as Part 1 on Plan 66R23201, City of Toronto, being all of PIN 21056-0426 (LT) (the “**Lands**”), which vesting is to be effective with respect to the Lands upon: (A) the delivery by the Manager to the

Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Lands; (ii) that the conditions to Closing as set out in Section 7 on Schedule B to the Sale Agreement have been satisfied or waived by the Manager and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Manager; and (B) the registration and/or recordation 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 MANAGER CERTIFIES the following:

1. The Purchaser has paid and the Manager has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Section 7 on Schedule B to the Sale Agreement have been satisfied or waived by the Manager and the Purchaser; and
3. The transaction contemplated in the Sale Agreement has been completed to the satisfaction of the Manager.

This Certificate was delivered by the Manager at Toronto, Ontario on June ___, 2014.

SCHONFELD INC., in its capacity as Court
appointed Manager of **QUEEN'S CORNER
CORP.** and not in its personal capacity

Per: _____

Harlan Schonfeld
President

Schedule D – Claims to be deleted and expunged from title to the Lands

1. Charge in the original principal amount of \$4,000,000.00 in favour of 368230 Ontario Limited registered on July 26, 2012 as Instrument No. AT3084734.
2. Notice of Assignment of Rents – General in favour of 368230 Ontario Limited registered on July 26, 2012 as Instrument No. AT3084743.
3. Construction Lien filed by Stephenson's Rental Services Inc. in the amount of \$74,906 registered on February 19, 2014 as Instrument No. AT3523278.
4. Certificate of Action by Stephenson's Rental Services Inc. registered on April 2, 2014 as Instrument No. AT3551068.
5. Application to Annex Restrictive Covenants registered on February 5, 2004 as Instrument No. AT403626.

Schedule E – Permitted Encumbrances, Easements and Restrictive Covenants related to the Lands
(unaffected by the Vesting Order)

1. Notice registered on May 31, 2007 as Instrument No. AT1459462.

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

Tab R

This is Exhibit "R" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

Goodmans^{LLP}

Direct Line: 416.597.4257
glauzon@goodmans.ca

June 25, 2014

Our File No.: 140074

By Courier

Lenczner Slaght
130 Adelaide St W
Suite 2600
Toronto, ON M5H 3P5

Attention: Peter Griffin

Dear Sirs/Mesdames:

**Re: Schonfeld Inc. solely in its capacity as Court appointed manager of Queen's Corner Corp.
without security and not in its personal or corporate capacity sale to Kartelle 1003 Queen
Street East Inc. of 1003 Queen Street East, Toronto**

This will confirm that the above transaction was closed on June 24, 2014 and we are pleased to enclose herewith the following:

1. Statement of Adjustments;
2. Statement of Receipt and Disbursement of Funds; and
3. Cheque in the amount of \$1,882,731.51 payable to 368230 Ontario Limited, representing the net proceeds of the sale of 1003 Queen Street East.

Yours truly,

Goodmans LLP

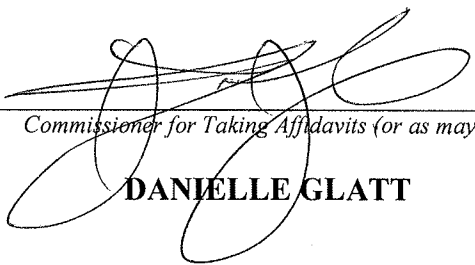
Per: 

Gloria Lauzon
Law Clerk
encls.

cc: H. Schonfeld
B. Empey
M. Dunn
K. Herlin

Tab S

This is Exhibit "S" referred to in the Affidavit of Jim Reitan sworn
February 5, 2016



Commissioner for Taking Affidavits (or as may be)

DANIELLE GLATT

MORTGAGE DISCHARGE STATEMENT

TO: Queen's Corner Corp.

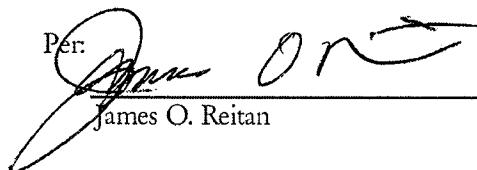
RE: LENDER: 368230 ONTARIO LIMITED
BORROWER: Queen's Corner Corp.
PROPERTY: 1003 Queen Street East

PRINCIPAL AND ACCRUED CAPITALIZED INTEREST TO May 5, 2015	\$2,627,746.07
PLUS: Interest outstanding @ 11% from May 5, 2015 to May 25, 2015 being 20 days @ \$791.92/day	\$15,838.40
Legal Fees (including HST)	\$28,250.00
PRINCIPAL BALANCE OWING @ May 25, 2015	<u>\$2,671,834.47</u>
TOTAL AMOUNT OWING	<u><u>\$2,671,834.47</u></u>
Per diem interest after May 25, 2015	\$791.92

EXECUTED at Toronto, Ontario on the 25th day of May, 2014.

368230 ONTARIO LIMITED

Per:



James O. Reitan

I have authority to bind the Corporation

DBDC SPADINA LTD., and those corporations listed on Schedule A -and- NORMA WALTON et al.
hereto
Applicants

Respondents

Court File No. CV13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF JIM REITAN
(SWORN FEBRUARY 5, 2016)**

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

Peter H. Griffin (19527Q)

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Fax: (416) 865-3558
Email: pgriffin@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942
Fax: (416) 865-3973
Email: sroy@litigate.com

Danielle Glatt (65517N)

Tel: (416) 865-2887
Fax: (416) 865-22878
Email: dglatt@litigate.com

Lawyers for the Applicants

DBDC SPADINA LTD. et al.
Applicants

-and- NORMA WALTON et al.
Respondents

Court File No. CV13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**MOTION RECORD OF 368230 ONTARIO LIMITED
RE: 1003 QUEEN STREET EAST DISTRIBUTION
(RETURNABLE FEBRUARY 23, 2016)**

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

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Danielle Glatt (65517N)

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Fax: (416) 865-2878
Email: dglatt@litigate.com

Lawyers for 368230 Ontario Limited