

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

- and -

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

- and -

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

MOTION RECORD OF THE MANAGER, SCHONFELD INC.
(Motion returnable October 25, 2016)

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TO:

SERVICE LIST

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Court File No.: CV-13-1 0280-00CL

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THOSE CORPORATIONS LISTED IN SCHEDULE “B” HERETO, TO BE
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NOTICE OF MOTION
(Motion returnable October 25, 2016)

Schonfeld Inc., in its capacity as manager (the “**Manager**”) of (i) certain companies listed in Schedule “B” to the Order of Justice Newbould dated November 5, 2013 (the “**Schedule “B” Companies**”), together with the real estate properties owned by the Companies (the “**Schedule “B” Properties**”), as amended by Order of Justice Newbould dated January 16, 2014, and (ii) the properties listed at Schedule “C” to the Order of Justice Brown dated August 12, 2014 (the “**Schedule “C” Properties**”, together with the Schedule “B” Properties, the “**Properties**”) will make a motion to a judge presiding on the Commercial List on October 25, 2016 at 9:30 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

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

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THE MOTION IS FOR AN ORDER:

1. approving the fees of the Manager and its counsel, Goodmans LLP (“**Goodmans**”), for the period from November 2, 2015 to September 30, 2016 (the “**Fee Approval Period**”);
2. approving the Manager’s activities for the period from November 2, 2015 to September 30, 2016, including those described in the 37th Report, 38th Report, 39th Report, 40th Report, 41st Report, 42nd Report, 43rd Report and 44th Report;
3. establishing a procedure (the “**Queen’s Corner Claims Process**”) for the identification and evaluation of claims in respect of Queen’s Corner Corp. (“**Queen’s Corner**”) and authorizing payments to depositors of Queen’s Corner after the Queen’s Corner Claims Process has been completed;
4. authorizing interim distributions to the Cityview Lien Holders (as defined below);
5. authorizing the Manager to repay legal fees advanced by certain Schedule “B” Companies to pay professional fees incurred by the Manager and Goodmans; and
6. authorizing the Manager to file tax returns on behalf of certain Schedule “C” Companies (as defined below).and
7. such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

I. The Manager’s Activities

8. During the Fee Approval period, the Manager undertook various activities required to complete its mandate including, among other things, responding to litigation commenced by the Waltons, distributing funds to creditors having approved claims, creating (and obtaining approval of) a fee allocation methodology to allocate the costs of this proceeding among the various properties subject to the Manager’s mandate and managing the financial affairs of the companies under its control.

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II. Fee Approval

9. The Manager seeks approval for its fees and disbursements, as well as those of its counsel. These fees, which are described in the 44th Report and the Affidavits of Harlan Schonfeld and Brian Empey, are fair and reasonable in the circumstances.

III. Queen's Corner Corp.

10. Queen's Corner Corp. is a Schedule "B" Company that owned a Property located at 1003 Queen Street East (the "**Queen East Property**"). When Queen's Corner Corp. purchased the Queen East Property, construction of a condominium (the "**Queen East Condo**") had commenced but had not been completed.

11. On or around June 7, 2013, Queen's Corner paid \$200,000 (the "**Security**") to Tarion Warranty Corporation ("**Tarion**"). The Manager understands that the Security was paid to Tarion by Queen's Corner to provide security for any claims made by purchasers of the Queen East Condo. Queen's Corner's books and records show that no units of the Queen East Condo were sold by Queen's Corner before the Manager's appointment. The Manager did not sell any units in the Queen East Condo. The Manager understands that no sales were made before it was appointed. Accordingly there is little or no risk that the Security will be required to fund claims made by purchasers of units in the Queen East Condo.

12. After the Manager was appointed, Queen's Corner sold the Queen East Property (including the partially constructed Queen East Condo) to Kartelle 1003 Queen Street East Inc. ("**Kartelle**"). However, Tarion will not release the Security because:

- (a) Unbeknownst to the Manager, Kartelle asked Tarion to pay the Security to it; and
- (b) Tarion is of the view that the Security should be held as long as there is any possibility that a claim in respect of the Queen East Condo will be made.

13. With respect to the first issue, the Manager is unaware of any legitimate basis for Kartelle's claim.

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14. As for Tarion's concern, the Manager understands that the *Ontario Home Warranties Act* does not include temporal limits on when certain claims, including claims relating to deposits paid for homes that were not built, can be asserted. Accordingly, the risk of a claim in respect of the Queen East Condo will hypothetically exist forever. Although the risk is small, Tarion is not prepared to release the Security while it exists. In the circumstances, the Manager is of the view that it is appropriate to conduct a claims process to identify any purchasers who have claims relating to the purchase of units in the Queen East Condo. The proposed claims process provides for a Claims Bar Date that will provide Tarion with the certainty that it requires to release the Security. Since no claims are expected, the cost of the proposed claims process is expected to be reasonable.

15. The Manager proposes that, unless Claims are received, Tarion return the Security to Queen's Corner within ten days of the Claims Bar Date without further approval from this Court.

IV. 2 Kelvin Avenue Realty Tax Refund

16. Prior to the Manager's appointment, 6195 Cedar Street Limited ("**6195 Cedar**"), which owned the Schedule "C" Property located at 2 Kelvin Avenue (the "**Kelvin Property**"), filed an appeal of the realty taxes of the Kelvin Property. Pending resolution of the appeal, the Kelvin Property was sold by its mortgagee (the "**Kelvin Mortgagee**").

17. The Agreement of Purchase and Sale between the Kelvin Mortgagee and the purchaser provides that the "Buyer agrees to pay the balance of the purchase price, subject to the usual adjustments." Counsel to the Kelvin Mortgagee has advised the Manager's counsel that the mutual undertakings to readjust would result in any tax refund relating to the period prior to closing accruing to the seller.

18. The Manager has been advised that, as a result of the appeal, there is a credit of approximately \$75,000 (the "**Tax Credit**") on the tax account at the City of Toronto.

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19. The Manager is seeking a declaration from the court that the Tax Credit is properly owing to 6195 Cedar and an Order authorizing and directing the City of Toronto to pay the Tax Credit to 6195 Cedar.

V. Distributions and Claims Processes

A. Cityview

20. The Manager is holding \$87,500 in respect of the Schedule “B” Company, Cityview Industrial Limited (“**Cityview**”) and is proposing making an interim distribution of \$80,000 to certain companies with approved lien claims (the “**Cityview Lien Claimants**”) and holding back \$7,500 in respect of professional fees that may be allocated to Cityview for 2016.

B. Dupont

21. The Manager is holding \$115,000 in respect of the Schedule “B” Company, Dupont Developments Ltd. (“**Dupont**”), \$112,415 of which is the result of GST refunds. Since these funds are not proceeds from the sale of the property that Dupont owned, neither the mortgagees nor the lien claimants have priority in respect of payment. Accordingly, the Manager is proposing conducting a claims process to identify unsecured creditors, which the Manager expects will rank *pari passu* with the mortgagees and lien claimants.

C. American Drive

22. Pursuant to the Order of Justice Brown dated August 14, 2014, the Applicants were granted a constructive trust in respect of the property located at 3270 American Drive (“**American Drive**”) in the amount of \$1,032,000. The Manager is holding \$1,789,119.00 in respect of the company that owned American Drive, United Empire Lands Ltd., and it proposes distributing \$1,032,000 to the Applicants in satisfaction of the constructive trust.

VI. Repayment of Professional Fees

23. The sale of the Properties owned by each of Bannockburn Lands Inc. (“**Bannockburn**”), Richmond Row Holdings Ltd. (“**Richmond Row**”), Donalda Developments Ltd. (“**Donalda**”), Liberty Village Properties Ltd. (“**Liberty Village**”) (together, the “**Advance Funding Companies**”) resulted in substantial surplus funds that were available early in these proceedings. Rather than borrow funds from a third party to fund professional fees, the Manager, as

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authorized by the November 5 Order, used these proceeds to pay its professional fees, subject to a future allocation. Those professional fees have now been properly allocated to various other Companies.

24. As the fees paid by the Advance Funding Companies exceed the fees ultimately allocated to them, the Manager proposes to repay the Advance Funding Companies as described with more particularity in the 44th Report. The Manager also proposes holding back amounts in respect of professional fees that may be allocated to Bannockburn, Richmond Row and Liberty Village for 2016.

25. Pursuant to the Orders of Justice Newbould dated December 22, 2015 and December 17, 2014, the Manager was discharged in respect of the Advance Funding Companies and Dr. Bernstein was appointed as the sole director and president of each. Accordingly, the proposed repayments would be to the benefit of the Applicants.

VII. Schedule “C” Company Corporate Tax Returns

26. The Manager was appointed in respect of the Schedule “C” Properties, but has never had a mandate with respect to the companies that own the Schedule “C” Properties (the “**Schedule “C” Companies**”). The Manager understands that (a) the Schedule “C” Properties have not filed tax returns since 2011; and (b) once the tax returns are filed, certain Schedule “C” Companies may owe taxes and others may be entitled to refunds.

27. The Manager is seeking authority to file returns for the Schedule “C” Companies. The Manager is also seeking the assistance of the court to order the Respondents to provide any information required by the Manager to complete the tax filings. The information required by the Manager is attached to the 44th Report as Appendix “M”.

VIII. Miscellaneous

28. Rules 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

29. Such further and other grounds as counsel may advise and this Honourable Court permit.

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THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

30. The Forty-Fourth Report;
31. The Affidavit of Harlan Schonfeld sworn October 13, 2016;
32. The Affidavit of Brian Empey sworn October 13, 2016; and
33. Such further and other material as counsel may advise and this Honourable Court may permit.

Date: October 13, 2016

GOODMANS LLP

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Lawyers for the Manager

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” PROPERTIES

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
13. 319-321 Carlaw, Toronto, Ontario
14. 260 Emerson Ave., Toronto, Ontario
15. 44 Park Lane Circle, Toronto, Ontario
16. 19 Tennis Crescent, Toronto, Ontario
17. 646 Broadview, Toronto, Ontario

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

NOTICE OF MOTION
(*Motion returnable October 25, 2016*)

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2

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

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

FORTY-FOURTH REPORT OF THE MANAGER, SCHONFELD INC.
(Motion returnable October 25, 2016)

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I. Introduction

1. This is the Forty-Fourth Report of Schonfeld Inc. (the “**Manager**”) in its capacity as Manager of (i) certain companies listed at Schedule “B” to the Order of Justice Newbould (the “**November 5 Order**”) dated November 5, 2013 (the “**Schedule B Companies**”),¹ together with the properties owned by those companies (the “**Schedule “B” Properties**”); and (ii) the properties listed at Schedule “C” to the Judgment and Order of Justice Brown dated August 12, 2014 (the “**Schedule “C” Properties**” and together with the Schedule “B” Properties, the “**Properties**”).

A. Purpose of this Report

2. The Manager has brought a motion for an Order:

- (a) approving the fees of the Manager and its counsel, Goodmans LLP (“**Goodmans**”), for the period from November 2, 2015 to September 30, 2016 (the “**Fee Approval Period**”);
- (b) approving the Manager’s activities for the period from November 2, 2015 to September 30, 2016, including those described below and in the 37th Report, 38th Report, 39th Report, 40th Report, 41st Report, 42nd Report and 43rd Report;
- (c) establishing a procedure (the “**Queen’s Corner Claims Process**”) for the identification and evaluation of claims in respect of Queen’s Corner Corp. (“**Queen’s Corner**”) and authorizing payments to depositors of Queen’s Corner after the Queen’s Corner Claims Process has been completed;
- (d) authorizing interim distributions to the Cityview Lien Holders (as defined below);

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

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- (e) authorizing the Manager to repay legal fees advanced by certain Schedule “B” Companies to pay professional fees incurred by the Manager and Goodmans; and
- (f) authorizing the Manager to file tax returns on behalf of certain Schedule “C” Companies (as defined below).

3. This Forty-Fourth Report contains facts relevant to the Manager’s motion.

B. Background

4. The Schedule “B” Companies are a group of real estate development corporations incorporated as part of a series of joint ventures between Dr. Stanley Bernstein and companies that he controls (the “**Bernstein Group**”) and Norma and Ronauld Walton (the “**Waltons**”) and entities that they control (the “**Walton Group**”). Most of the Schedule “B” Companies were incorporated to purchase and develop a particular Schedule “B” Property.

5. In the summer and fall of 2013, the relationship between the Walton Group and the Bernstein Group broke down amid allegations that the Walton Group had, among other things, placed mortgages on jointly-held properties without the Bernstein Group’s consent and failed to provide reporting, contrary to the agreements that govern the joint venture. The dispute between the Walton Group and Bernstein Group is described in more detail in the Endorsement of Justice Newbould dated November 5, 2013 (the “**November 5 Endorsement**”).

6. Pursuant to the November 5 Order the Manager was appointed to provide independent management of the Schedule “B” Companies and the Schedule “B” Properties for the benefit of all stakeholders.

7. The Manager’s mandate was further expanded to include certain other real estate properties owned by the Walton Group, being the Schedule “C” Properties, pursuant to the

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Reasons of Justice Brown dated August 12, 2014 (the “**August 12 Reasons**”) and the Order of Justice Brown dated August 12, 2014 (the “**August 12 Order**”).

8. On September 23, 2016, Justice Newbould delivered the September 23 Reasons in respect of the Applications of the Bernstein Group, Christine DeJong Medicine Professional Corporation (“**DeJong**”), Gideon and Irene Levytam (the “**Levytams**”) and Dennis and Peggy Condos (the “**Condos**”) and the Counter-Application of the Waltons.

9. In the September 23 Reasons, Justice Newbould held that, among other things:

- (a) the Waltons committed the torts of civil fraud and fraudulent misrepresentation that caused Dr. Bernstein to invest funds in the Schedule “B” Companies, entitling the Applicants to a judgment of \$66,951,021.85, plus interest, against the Respondents, which judgment shall survive any bankruptcy of the Respondents under sections 178(1)(d) and 178(1)(e) of the *Bankruptcy and Insolvency Act*;²
- (b) the Waltons’ Counter-Application seeking various relief against the Applicants is frivolous, vexatious and an abuse of process of the Court and are struck without leave to amend;
- (c) the Schedule “C” Companies are not liable to Dr. Bernstein for knowing assistance or knowing receipt of trust money;
- (d) DeJong is entitled to (i) a constructive trust against United Empire Lands Ltd. (“**UEL**”) in the amount of \$769,543.60 plus accrued interest; (ii) a constructive trust against the proceeds of the sale of 324 Prince Edward Drive in the amount of \$640,812.73 plus accrued interest; (iii) a constructive trust against the proceeds of sale of 260 Emerson Avenue (the “**Emerson Property**”) of \$200,533.77 plus accrued interest; (iv) a constructive trust against the proceeds of the sale of 777

² R.S.C., 1985, c. B-3.

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St. Clarens Avenue (the “**St. Clarens**”) in the amount of \$464,195.89 plus accrued interest; and

- (e) the Waltons’ shares in UEL and Prince Edward Properties Ltd. (“**Prince Edward**”) are cancelled and 88 of the 100 shares of the Waltons in each of St. Clarens Holdings Limited and Emerson Developments Ltd. are cancelled.

II. The Manager’s Activities

A. Responding to the Waltons’ Claims

Respondents’ Motion for a Claims Process

10. During the Fee Approval Period, the Applicants served a motion seeking to have proceeds from the sale of 346 Jarvis Street, Unit F (“**346F Jarvis**”) paid to Ira Smith Trustee & Receiver Inc. in satisfaction of fees and disbursements relating to the personal receivership of the Waltons. Ms. Walton then served a motion seeking to compel the Manager to conduct a claims process in respect of 346F Jarvis and 346 Jarvis, Unit E (“**346E Jarvis**” and together with 346F Jarvis, the “**Jarvis Properties**”) and the Waltons’ former residence at 44 Park Lane Circle (the “**Park Lane Property**”).

11. The claims process sought by Ms. Walton would have been (a) contrary to the Claims Procedure Order dated June 18, 2014; and (b) cost prohibitive. The Manager served a motion and its counsel attended Court to oppose Ms. Walton’s motion. The Manager was ultimately successful.

Respondents’ Counter-Application

12. On February 12, 2016, the Respondents served a document titled “Notice of Counter-Application”, which, among other things, sought an order directing a trial of an issue with respect to whether they committed fraud; damages against the Applicants relating to the

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institution of these proceedings and alleged improvident sale of the Schedule “B” Properties; and an award of damages against the Schedule “B” Properties.

13. The Respondents’ Counter-Application was, at its core, an attack on the Manager’s conduct. Most of the relief sought rested on the allegation that the Properties had been sold improvidently. Every one of the Manager’s sales was approved by the Court. The Manager’s view was that the relief sought by the Respondents’ Counter-Application would delay the proceedings, was frivolous, vexatious and an abuse of process of the court.

14. As described in its 40th Report, the Manager served a motion requesting that the procedural relief sought by the Respondents be denied, that the Counter-Application be struck to the extent it alleged that any of the Schedule “B” Property sales were improvident and that the Respondents’ claim against the Schedule “B” Companies be struck. The Manager was successful on this motion.

B. Interim Distributions

15. As described in the Manager’s 38th Report, 42nd Report and 43rd Report, during the Fee Approval Period, the Manager has focused on making interim distributions to creditors with allowed claims. The Manager has obtained court-approval and distributed funds in respect of the properties located at 1 and 9-11 Cityview (the “**Cityview Property**”), the Parklane Circle Property and 30A Hazelton Avenue, and in respect of Liberty Village Properties Ltd., Atala Investments Inc., 1780355 Ontario, United Empire Lands Ltd., St. Clarens Holdings Ltd., Emerson Developments Ltd., 6195 Cedar Street Ltd. and Northern Dancer Lands Ltd.

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C. Fee Allocation

16. During the Fee Approval Period, the Manager sought approval of a methodology for allocating the fees (the “**Fee Allocation Methodology**”) incurred by the Manager and its counsel to the various Schedule “B” Companies and Schedule “C” Properties for the period from December 1, 2014 to January 1, 2016. The Manager’s Fee Allocation Methodology was initially disputed between the Applicants on one hand and certain individuals and entities (the “**Dupont Mortgagees**”) with an interest in the first mortgage registered against the Schedule “B” Property at 1485 Dupont (the “**Dupont Property**”) and certain companies that have registered liens pursuant to the *Construction Lien Act* against the Cityview Property (the “**Cityview Lien Claimants**”) on the other hand. However, that dispute was ultimately resolved and the Fee Allocation Methodology was approved by Order dated September 16, 2016.

D. Tax and Accounting Issues

17. During the Fee Approval Period, the Manager maintained accounting records for the Schedule “B” Companies and the Schedule “C” Properties, filed GST returns for each as required and dealt with numerous audits and information requests from CRA. Additionally, the Manager filed corporate income tax returns for the Schedule “B” Companies for each of 2012, 2013, 2014 and 2015.

E. Banking and investing

18. In addition to the foregoing, the Manager has managed the financial affairs of the Schedule “B” Companies and Schedule “C” Companies and has invested net proceeds realized from the sale of properties.

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F. Fee Approval

19. Attached hereto as Appendix “A” is the Affidavit of Harlan Schonfeld sworn October 13, 2016 (the “**Schonfeld Affidavit**”), attesting to the fees and disbursements of the Manager for the Fee Approval Period in the amount of \$400,651.44 inclusive of HST and disbursements.

20. Attached hereto as Appendix “B” is the Affidavit of Brian Empey, a partner at Goodmans sworn October 13, 2016 (the “**Empey Affidavit**”), attesting to the fees and disbursements of Goodmans acting on behalf of the Manager for the Fee Approval Period in the amount of \$290,703.79 inclusive of HST. The Manager has received and reviewed Goodmans’ invoices and concluded that (i) the fees and disbursements set out in Goodmans’ invoices relate to advice sought by the Manager; and (ii) in the Manager’s view, Goodmans’ fees and disbursements are reasonable.

III. Queen’s Corner Corp.

A. The Security

21. Queen’s Corner Corp. is a Schedule “B” Company that owned a Property located at 1003 Queen Street East (the “**Queen East Property**”). When Queen’s Corner Corp. purchased the Queen East Property, construction of a condominium (the “**Queen East Condo**”) had commenced but had not been completed.

22. On or around June 7, 2013, Queen’s Corner paid \$200,000 (the “**Security**”) to Tarion Warranty Corporation (“**Tarion**”). Tarion is a private, not-for profit corporation that was established in 1976 to protect the rights of new home purchasers and regulate new home builders and vendors in Ontario. Pursuant to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c.O.31 (the “**Warranties Act**”), Tarion is authorized to establish a Guarantee Fund and to make

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payments from the Guarantee Fund to new home purchasers under the *Warranties Act*. Payments can be made in respect of, among other things, construction defects in a new home and deposits paid to secure an agreement to purchase a new home that is not ultimately constructed.

23. When it makes a payment to a new home purchaser under the *Warranties Act*, Tarion is authorized to look to the builder of that home to recover the payment. Tarion is authorized to take security from builders and vendors of new homes to protect the Guarantee Fund against the risk of non-payment.

24. The Manager understands that the Security was paid to Tarion by Queen's Corner to provide security for any claims made by purchasers of the Queen East Condo.

25. Queen's Corner's books and records show that no units of the Queen East Condo were sold by Queen's Corner before the Manager's appointment. The Manager did not sell any units in the Queen East Condo.

26. A copy of Tarion's Conditions of Registration dated April 24, 2013, which is executed by Ms. Walton, is attached hereto as Appendix "C". The Conditions of Registration provide that the Security will be maintained until all warranty obligations are met.

B. The Sale

27. After the Manager was appointed, Queen's Corner sold the Queen East Property (including the partially constructed Queen East Condo) to Kartelle 1003 Queen Street East Inc. ("**Kartelle**") pursuant to an Agreement of Purchase and Sale dated April 21, 2014. The Agreement of Purchase and Sale is attached hereto as Appendix "D".

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28. Since Queen's Corner did not, and will not, sell any new homes, the Manager is of the view that there is no meaningful risk that Tarion will be forced to pay a claim in respect of the Queen East Condo and that the Security should be returned. However, Tarion will not release the Security because:

- (a) Unbeknownst to the Manager, Kartelle asked Tarion to pay the Security to it; and
- (b) Tarion is of the view that the Security should be held as long as there is any possibility that a claim in respect of the Queen East Condo will be made.

29. With respect to the first issue, the Manager is unaware of any legitimate basis for Kartelle's claim. Kartelle did not negotiate for any entitlement to the Security when it purchased the Queen East Property. Correspondence to Kartelle asking to justify or abandon its position, which are attached as Appendix "E", went unanswered for five months. On September 10, 2016, counsel to Kartelle advised that he would attempt to obtain instructions from Kartelle. But the Manager has not heard further from Kartelle.

30. As for Tarion's concern, the Manager understands that the *Warranties Act* does not include temporal limits on when certain claims, including claims relating to deposits paid for homes that were not built, can be asserted. Accordingly, the risk of a claim in respect of the Queen East Condo will hypothetically exist forever. Although the risk is small, Tarion is not prepared to release the Security while it exists. In the circumstances, the Manager is of the view that it is appropriate to conduct a claims process to identify any purchasers who have claims relating to the purchase of units in the Queen East Condo. The proposed claims process provides for a Claims Bar Date that will provide Tarion with the certainty that it requires to release the

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Security. Since no claims are expected, the cost of the proposed claims process is expected to be reasonable.

31. In light of the foregoing, the Manager is of the view that it is appropriate to conduct the Queen's Corner Claims Process in accordance with the Claims Procedure Order of Justice Brown dated June 18, 2014 (the "**Claims Procedure Order**"), which is attached hereto as Appendix "F", as modified by a Draft Order to be filed (the "**Queen's Corner Claims Procedure Order**"). The key features of the Queen's Corner Claims Procedure are described below.

32. In addition to the meaning attributed to it in the Claims Procedure Order, "**Claim**" shall specifically include a "**Deposit Claim**", meaning any right or claim of any Person (as defined in the Claims Procedure Order) against Tarion, or any other Person who entered into a pre-construction agreement of purchase and sale for a residential condominium to be constructed by or on behalf of Queen's Corner.

33. Fees totalling \$189,000 have been allocated to Queen's Corner. However, Queen's Corner was unable to pay these fees. Accordingly, the Manager proposes using the Security to satisfy Queen's Corner's obligation to pay fees allocated to it. The practical effect of this repayment will be that Schedule "B" Companies that advanced funds early in these proceedings, and are now controlled by the Applicants, will be repaid some of the amounts advanced over the fees allocated to them.

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34. As there are insufficient funds available to pay unsecured claims, there would be no benefit to the Manager expending resources on reviewing such claims. As such, “**Claim**” shall not include unsecured claims.

35. The Manager proposes that, unless Claims are received, Tarion return the Security to Queen’s Corner within ten days of the Claims Bar Date without further approval from this Court.

IV. 2 Kelvin Avenue Realty Tax Refund

36. Prior to the Manager’s appointment, 6195 Cedar Street Limited (“**6195 Cedar**”), which owned the Schedule “C” Property located at 2 Kelvin Avenue (the “**Kelvin Property**”), filed an appeal of the realty taxes of the Kelvin Property. Pending resolution of the appeal, the Kelvin Property was sold by its mortgagee (the “**Kelvin Mortgagee**”).

37. The Manager has been advised that, as a result of the appeal, there is a credit of approximately \$75,000 (the “**Tax Credit**”) on the tax account at the City of Toronto. The Manager expects that creditors of the Kelvin Property will recover approximately 68 cents on the dollar if the Tax Credit is recovered by 6195 Cedar, and only 18 cents on the dollar if it is not.

38. The Agreement of Purchase and Sale between the Kelvin Mortgagee and the purchaser, which is attached hereto as Appendix “G”, provides that the “Buyer agrees to pay the balance of the purchase price, subject to the usual adjustments.” Counsel to the Kelvin Mortgagee has advised the Manager’s counsel that the mutual undertakings to readjust would result in any tax refund relating to the period prior to closing accruing to the seller. This correspondence is attached hereto as Appendix “H”.

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39. The Manager is similarly of the view that the benefit of a tax refund in respect of the period during which the Kelvin Property was owned by 6195 Cedar ought to be refunded to 6195 Cedar. The Manager is seeking a declaration from the court that the Tax Credit is properly owing to 6195 Cedar and an Order authorizing and directing the City of Toronto to pay the Tax Credit to 6195 Cedar.

V. Distributions and Claims Processes

A. Cityview

40. The Manager is holding \$87,500 in trust in respect of the Schedule “B” Company, Cityview Industrial Limited (“**Cityview**”) (after taking into account the fees allocated by Order of Justice Newbould dated September 16, 2016 (the “**September 16 Order**”), which is attached hereto as Appendix “I”). The Manager recommends distributing \$80,000 to the Cityview Lien Claimants and holding back \$7,500 in respect of professional fees that may be allocated to Cityview for 2016.

B. Dupont Developments Ltd.

41. The Manager is holding \$115,000 in trust in respect of the Schedule “B” Company, Dupont Developments Ltd. (“**Dupont**”) (after taking into account the fees allocated pursuant to the September 16 Order). The Manager has not previously conducted a claims process in respect of Dupont because the proceeds from the sale of the property that it owned (the “**Dupont Property**”) did not generate sufficient funds to pay a mortgage and several construction liens registered against the property.

42. Dupont has now received GST refunds totalling \$112,415. Since these funds are not proceeds from the sale of the Dupont Property, neither the mortgagees nor the lien claimants

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have priority in respect of payment. Accordingly, the Manager intends to conduct a claims process to identify unsecured creditors. The mortgagees and lien claimants will be entitled to participate in this process to the extent a debt from Dupont remains outstanding to them. However, the Manager expects that debts owed to the lien claimants and mortgagees will rank *pari passu* with unsecured creditors.

43. The Manager notes that, once Dupont's unsecured creditors have been identified, it may be appropriate to use a portion of the amount held in trust to reimburse fees effectively paid by the former mortgagee of the Dupont Property. Because proceeds from the sale of the Dupont Property were received before Dupont's tax refunds, and because receipt of the tax refunds was uncertain, sale proceeds were used to fund fees totalling \$464,076. Fees totalling \$61,331 were funded using a previously received tax refund. It may be appropriate to adjust the percentage of fees paid by the tax refunds (which benefit unsecured creditors) as opposed to sale proceeds (which benefit the mortgagees and lien claimants).

C. 3270 American Drive

44. Pursuant to the Order of Justice Brown dated August 14, 2014, the Applicants were granted a constructive trust in respect of the property located at 3270 American Drive in the amount of \$1,032,000. The Manager is holding \$1,789,119.00 in respect of UEL and it proposes distributing \$1,032,000 to the Applicants in satisfaction of the constructive trust. The validity of the constructive trust is not challenged and it ranks ahead of the constructive trust granted to the DeJongs in the September 23 Reasons. Accordingly, the Manager is not aware of any reason to delay the distribution of proceeds in respect of the Applicants' constructive trust.

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D. Distributions arising from the September 23 Reasons

45. In the spring of 2014, the Manager learned that the Waltons had solicited investments from certain individuals and entities in certain Schedule “C” Properties (the “**Schedule “C” Investors**”). Since the Manager’s appointment in respect of the Schedule “C” Properties, several Schedule “C” Investors have claimed that they are entitled to proceeds from various Schedule “C” Properties. However, claims made by the Schedule “C” Investors were outside the scope of the Claims Procedure Order and, accordingly, the relevant claims were not considered by the Manager. Although certain Schedule “C” Investors asked that the Manager run an expanded claims process that would include their claim, the Manager decided that it would be premature to conduct such a process unless and until it was able to determine which Schedule “C” Companies had funds available to pay all of their creditors and make a distribution to shareholders. This could not be known until the Applicants’ claim against the Schedule “C” Companies was determined, since the Applicants’ claims for judgment against the Schedule “C” Companies, and constructive trusts with respect to the Schedule “C” Properties, would have had a substantial impact on the availability of funds to distribute to shareholders.

46. As stated above, the September 23 Reasons granted three constructive trusts to DeJong. In addition, the Applicants’ claims against the Schedule “C” Companies were dismissed. However, the Applicants have requested that the Manager delay a distribution to DeJong or the other Schedule C Investors to until after the time to appeal the September 23 Reasons has expired. The Applicants have advised that, if an appeal is filed, they may seek an Order staying some or all of the relief granted in the September 23 Reasons. They have asked that the distribution be postponed so that the *status quo* is maintained until a motion for stay can be heard.

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47. In the Manager's view, the brief delay requested by the Applicants is reasonable in the circumstances.

48. In the event that equity distributions are stayed pending the disposition of a potential appeal, the Manager intends to defer the conduct of a claims process relating to the Schedule "C" Investors until certainty exists with respect to what funds are available for distribution to such investors. For the reasons described below, a claims process relating to the Schedule "C" Investors will be complex and the Manager is of the view that the costs associated with such a process should not be incurred until such a process can result in distributions.

49. The Manager understands that the Waltons own all of the common shares of certain Schedule "C" Companies. However, the Waltons also granted "Preferred Shares" (sometimes styled "secured preferred shares") in various Schedule "C" Companies at various times. The Preferred Shares are owned by the Schedule "C" Investors.

50. It appears that most of the outstanding Preferred Shares were not issued in exchange for cash consideration. Based on the material provided by several Schedule "C" Investors, it seems that the Waltons routinely encouraged investors to "roll-over" investments in one project into another project. That is, Ms. Walton would simultaneously report to an investor that their investment in one property ("Company A") had been successful and offer to use their original investment, together with profits on that investment, to purchase shares in another company ("Company B"). However, it is generally very difficult to determine whether Company A generated a profit, or even sufficient funds to pay its creditors. As a result, it is equally difficult to determine whether the relevant investor gave anything of value in exchange for shares in Company B. It is also unclear whether an investor who innocently obtained shares in

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Company B in exchange for non-existent profits from Company A would be entitled to a distribution from Company B. In addition, there are potential issues with respect to whether any Preferred Shares were granted in contravention of various orders limiting the Respondents' ability to deal with their assets.

VI. Repayment of Professional Fees

51. The sale of the Properties owned by each of Bannockburn Lands Inc. ("**Bannockburn**"), Richmond Row Holdings Ltd. ("**Richmond Row**"), Donalda Developments Ltd. ("**Donalda**"), Liberty Village Properties Ltd. ("**Liberty Village**") (together, the "**Advance Funding Companies**") resulted in substantial surplus funds that were available early in these proceedings. Rather than borrow funds from a third party to fund professional fees, the Manager, as authorized by the November 5 Order, used these proceeds to pay its professional fees, subject to a future allocation. Those professional fees have now been properly allocated to various other Companies pursuant to the Orders of Justice Newbould dated April 20, 2015 and the September 16 Order, attached hereto as Appendices "J" and "I", respectively, which approved the allocation of fees of the Manager and its counsel to the various Properties.

52. As the fees paid by the Advance Funding Companies exceed the fees actually allocated to them, the Manager proposes to repay the Advance Funding Companies as set out in the table below. The Manager also proposes holding back amounts in respect of professional fees that may be allocated to Bannockburn, Richmond Row and Liberty Village for 2016.

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Company	Funds Advanced	Fees Allocated	Amount Owing to Company	Proposed Holdback	Proposed Repayment
Bannockburn	\$350,000	\$36,246	\$313,754	\$13,754	\$300,000
Richmond Row	\$250,000	\$28,907	\$221,093	\$13,093	\$208,000
Donalda	\$1,000,000	\$207,313	\$792,687	n/a	\$792,687
Liberty Village	\$2,500,000	\$39,172	\$884,466 ³	\$14,466	\$870,000

53. Pursuant to the Orders of Justice Newbould dated December 22, 2015 and December 17, 2014, which are attached hereto as Appendices “K” and “L”, respectively, the Manager was discharged in respect of the Advance Funding Companies and Dr. Bernstein was appointed as the sole director and president of each. Accordingly, the proposed repayments would be to the benefit of the Applicants.

VII. Corporate Tax Returns of Schedule “C” Companies

54. As noted above, the Manager was appointed in respect of the Schedule “C” Properties. The Manager has never had a mandate with respect to the companies that own the Schedule “C” Properties (the “**Schedule “C” Companies**”). However, the Manager understands that the Schedule “C” Companies have not filed tax returns since 2011. The Manager understands that once the tax returns are filed, certain Schedule “C” Companies may owe taxes and others may be entitled to refunds.

³ The amount owed to Liberty Village was reduced by \$1,576,362 as a result of the allocation of fees from other companies.

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55. As a result of the relief granted in respect of UEL and Prince Edward in the September 23 Reasons, the DeJongs are now the sole shareholders of UEL and Prince Edward. In the Manager's view, the UEL and Prince Edward corporate tax returns are now the responsibility of DeJong. The Manager expects that UEL will have a tax liability in respect of the profit realized on the sale of the property located at 3270 American Drive.

56. The Manager does not currently have the authority to file tax returns for the remaining Schedule "C" Companies and is now seeking the authority from the court to do so. By filing these returns, the Manager expects to realize a small gain, after the cost of preparing and filing the returns. As the Manager does not have visibility into the nature of the relationships between the Schedule "C" Companies and various related companies, the Manager is also seeking the assistance of the court to order the Respondents to provide any information required by the Manager to complete the tax filings. The information required by the Manager is attached hereto as Appendix "M".

VIII. Conclusions and Recommendations

57. In light of the foregoing, the Manager respectfully recommends that the relief sought in its Notice of Motion be granted.

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All of which is respectfully submitted this 13th day of October, 2016.

SCHONFELD INC.

**In its capacity as Manager pursuant to the Order of Newbould, J. dated November 5, 2013
and the Judgment and Order of Brown, J. dated August 12, 2014**

Per: 

S. Harlan Schonfeld CPA, CA, CIRP

SCHEDULE “A” COMPANIES

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

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SCHEDULE “B” COMPANIES

1. Twin Dragons Corporation
2. Bannockburn Lands Inc. / Skyline – 1185 Eglinton Avenue Inc.
3. Wynford Professional Centre Ltd.
4. Liberty Village Properties Inc.
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. Dewhurst Development Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.
31. El-Ad Limited

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32. 165 Bathurst Inc.

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SCHEDULE “C” PROPERTIES

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
13. 319-321 Carlaw, Toronto, Ontario
14. 260 Emerson Ave., Toronto, Ontario
15. 44 Park Lane Circle, Toronto, Ontario
16. 19 Tennis Crescent, Toronto, Ontario
17. 646 Broadview, Toronto, Ontario

A

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

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

Applicants

and

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

Respondents

and

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

**AFFIDAVIT OF S. HARLAN SCHONFELD
(Sworn October 13, 2016)**

I, S. HARLAN SCHONFELD, of the City of Toronto, in the Province of Ontario,

MAKE OATH AND SAY:

1. I am the President of Schonfeld Inc., the court-appointed Manager in this proceeding and have knowledge of the facts and matters to which I hereinafter depose either through my own knowledge or by informing myself with respect thereto in which case I have indicated the source of my information and belief.

2. On November 5, 2013, pursuant to an order of the Honourable Justice Newbould (the **"Appointment Order"**), Schonfeld Inc. was appointed Manager of companies listed at Schedule "B" of the Appointment Order.

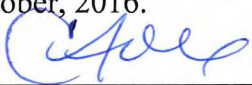
3. The Manager's Mandate was further expanded to include certain other properties listed at Schedule "C" to the Judgment and Order of Justice Brown dated August 12, 2014 (the **"August 12 Order"**).

4. Attached hereto and marked as **Exhibit "A"** to my Affidavit is a true copy of the accounts rendered by the Manager for the period November 2, 2015 to September 30, 2016 (the **"Accounts Approval Period"**) for a total of \$400,651.44 inclusive of HST and disbursements.

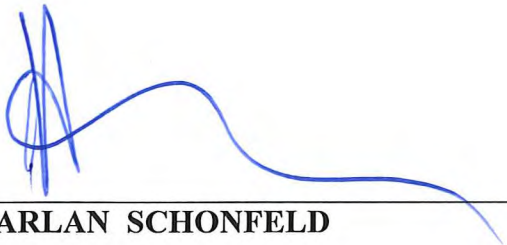
5. A total of approximately 641 hours were expended by the Manager during the Accounts Approval Period in performing services in its capacity as Manager pursuant to the Appointment Order.

6. The hourly billing rates outlined in **Exhibit "A"** to this Affidavit are normal average hourly rates charged by Schonfeld Inc. for services rendered in relation to engagements similar to its engagement as Manager in this matter. These accounts accurately reflect the services provided by the Manager in this matter.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario this 13th day of October, 2016.


A Commissioner for taking Affidavits, etc.

Carlie Fox
68414W


S. HARLAN SCHONFELD

This is Exhibit "A" referred to in the
affidavit of S. Harlan Schonfeld
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "A. J. [unclear]", written in a cursive style.

A Commissioner for Taking Affidavits

Schonfeld Inc.
Receivers + Trustees

December 6, 2015

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #985

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period November 1, 2015
to November 30, 2015 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee:	\$ 35,150.00
HST @ 13%	<u>4,569.50</u>
Our fee	\$ 39,719.50
disbursements: Briarlane Management Fee for maintaining books for Sch B and C properties - incl HST	6,085.05
courier charges incl HST	<u>86.70</u>
Total Fees and Disbursements	\$ 45,891.25

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	3.5	\$550	\$ 1,925.00
James Merryweather, CPA, CGA	78.0	\$400	\$ 31,200.00
Stephanie Williams	13.5	\$150	\$ 2,025.00
TOTAL:	<u>95.0</u>		<u>\$ 35,150.00</u>

H.S.T. #87283 8339 RT0001

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

Nov19-15	review fee allocation schedule and court rpt & comment	1.0
Nov23-15	conf call Goodmans/Merryweather to address ongoing issues	1.5
Nov27-15	review finalize and sign Manager's Report	1.0
TOTAL	HARLAN SCHONFELD	3.5

DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
02-Nov-15	review banking, update cashflow; dealing w realty tax rebate; invest sale proceeds; prepare GST analysis, file returns (Sch B); tc w counsel re report; review proofs of claim issue notices of disallowance corr w creditors	4.5		
03-Nov-15	set up for claims process (777 SC/260EME); process AP; tc and corr w investor; review tax issues	2.5		
04-Nov-15	prepare documents for claims process (SC/EM); corr w creditor; accounting for property sale; prepare adjustments to financials (ASC, BAN)	4.0		
05-Nov-15	prepare documents for claims process (STC/EME); review proofs of claim, corr w creditors; process AP; update claims database; prepare adjustments to financials (CIT,DEW); tc w counsel review fee allocation	5.0		
06-Nov-15	prepare fee analysis and allocation for Court report; review claims correspondence	4.5		
09-Nov-15	review banking, update cashflow; process AP; review proofs of claim and documents; prepare fee analysis and allocation for Court report; prepare adjustments to financials (DOU, NIIP, EDY, FRI)	7.0		
10-Nov-15	dealing w Weston funds; prepare adjustments to financials (FRP, GLO, HID, LBH, LBL); tc w counsel; update fee allocation and analysis for Court report; update sales realization schedule	6.0		
11-Nov-15	prepare adjustments to financials (LVL, LVP, NOR, QUE, RDD, RDL, RIC, RIV); review creditor corr re claims process	4.0		
12-Nov-15	prepare adjustments to financials (RYA, RYG, SAL); finalize financials (ASC, BAN, CIT, DEW, DOU, DUP, EDY, FRL, GLO)	6.5		
13-Nov-15	review proofs of claim and creditor correspondence; prepare adjustments to financials (SKY, TIS, TWN, WMH, WES)	2.5		
16-Nov-15	review banking, update cashflow; prepare month-end accounting; finalize financials (HID, LBH, LBL, LVL, LVP)	3.5		
17-Nov-15	dealing w sale proceeds, investing; corr w counsel re fee allocation	0.5		
18-Nov-15	revise fee allocation schedule; tc w counsel; prepare accounting for Sch C sales and investments	2.5		

19-Nov-15	review draft Court report; finalize financials (NOR, QUC, RDD, RDL, RIC, RIV, RYA, RYG, SAL, SKY, TIS, TWN, WMH); prepare draft T2 (ASC); prepare tax schedule	7.5
20-Nov-15	finalize financials (WES, Wyn); prepare draft T2 (ASC); prepare detailed inter-company tax schedules	4.0
23-Nov-15	review banking, update cashflow; tc w counsel; review tax issues	1.5
24-Nov-15	dealing with accounting and banking issues; prepare draft T2 (ASC); update tax scheules	4.0
25-Nov-15	process AP, update cashflow; prepare draft T2 (BAN); update tax schedules	5.0
30-Nov-15	review proofs of claim; corr w creditors; review lien issues w counsel; review Court materials	3.0
TOTAL		78.0

Disbursements

Expense	GST/HST	Total
		\$ -
		\$ -
\$ -	\$ -	\$ -

23-Nov-15	06 United Empire - Follow-up on Claims Process and Claims bar date with J. Merryweather. Receiving emails from Creditors and updating claims database spreadsheet.	0.50
18-Nov-15	06 United Empire - Emails and telephone calls to and from creditors as per J. Merryweather's instructions.	0.50
17-Nov-15	03 30A - Emails regarding dispute notice.	0.30
16-Nov-15	07 Emerson - Responding to creditor emails as per J. Merryweather's instructions.	0.30
16-Nov-15	08 St Clarens - Responding to creditor emails as per J. Merryweather's instructions.	0.30
13-Nov-15	06 United Empire - Preparing first set of follow-up emails to creditors.	0.40
13-Nov-15	07 Emerson - Reviewing emails received from creditors and emails to J. Merryweather.	0.20
13-Nov-15	07 Emerson - Launching Claims Process, emails to and from creditors.	0.50
13-Nov-15	08 St. Clarens - Reviewing emails received from creditors and emails to J. Merryweather.	0.20
13-Nov-15	08 St Clarens - Launching Claims Process, emails to and from creditors.	0.50
12-Nov-15	07 Emerson - Reviewing emails received from creditors and emails to J. Merryweather.	0.30
12-Nov-15	08 St. Clarens - Reviewing emails received from creditors and emails to J. Merryweather.	0.20
11-Nov-15	04 1780355 - Emails to Creditors as per J. Merryweather's instructions.	0.50
11-Nov-15	05 Bible Hill Holdings - Emails to Creditors as per J. Merryweather's instructions.	0.50
9-Nov-15	02 Atala - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
9-Nov-15	03 30A - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
9-Nov-15	04 1780355 - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
9-Nov-15	05 Bible Hill - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
9-Nov-15	06 United Empire - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
9-Nov-15	07 Emerson - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
9-Nov-15	08 St Clarens - Sending and receiving emails to creditors as per J. Merryweather's instructions.	0.20
6-Nov-15	07 Emerson - Preparing for and launching Claims Process.	0.80
6-Nov-15	08 St Clarens - Preparing for and launching Claims Process.	0.80

4-Nov-15	02 Atala - Following up on submitted PoC as per J. Merryweather's instructions.	0.30
4-Nov-15	03 30A - Following up on submitted PoC as per J. Merryweather's instructions.	0.30
4-Nov-15	04 1780355 - Reminder calls and emails to creditors for upcoming claims bar date.	1.00
4-Nov-15	05 Bible Hill - Reminder calls and emails to creditors for upcoming claims bar date.	0.30
3-Nov-15	Receiving emails from J. Merryweather regarding upcoming claims procedures. Emails with J. Merryweather regarding incorrect claims received from creditors.	0.50
3-Nov-15	Reviewing claims documents in preparation for claims procedure to be launched 151106.	0.50
3-Nov-15	03 30A - Sending out Notices of Disallowances as per J. Merryweather's instructions.	0.40
2-Nov-15	02 Atala - Emails following up on Proofs of Claim as per J. Merryweather's instructions.	1.00
2-Nov-15	03 30A - Emails following up on Proofs of Claim as per J. Merryweather's instructions.	1.00

TOTAL	STEPHANIE WILLIAMS	13.50
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Briarlane Rental Property Management Inc.

85 Spy Court
Suite 100
Markham, Ontario
L3R 4Z4

Invoice

Date	Invoice #
11/30/2015	21688

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
Back Charge of Rasha Morkos hours for the month of November	17.5	22.00	385.00
HST (ON) on sales		13.00%	700.05
		Total	\$6,085.05
		Payments/Credits	\$0.00
		Balance Due	\$6,085.05

January 7, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #990

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period December 1, 2015
to December 31, 2015 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 27,702.50

HST @ 13% 3,601.33

Our fee \$ 31,303.83

disbursements: Briarlane Management Fee for
maintaining books for Sch B and C
properties - incl HST 5,650.00
T2 filing fees - incl HST 6,180.81
courier charges incl HST 62.64

Total Fees and Disbursements **\$ 43,197.28**

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	1.5	\$550	\$ 825.00
James Merryweather, CPA, CGA	55.0	\$400	\$ 22,000.00
Gary Moulton CPA	7.3	\$475	\$ 3,467.50
Stephanie Williams	9.4	\$150	\$ 1,410.00
TOTAL:	<u>73.2</u>		<u>\$ 27,702.50</u>

H.S.T. #87283 8339 RT0001

Tel. 416.862.7785 Fax. 416.862-2136

info@schonfeldinc.com

77 King Street West, Suite 3000, P O Box 95, Toronto, Ontario
M5K 1G8

Timedocket S Harlan Schonfeld CPA, CIRP

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

Dec-22 attend in Court re: approval of 37th report - fee approval
and discharge, discussions w/m Dunn re implimentaion &
Jarvis

1.5

TOTAL	HARLAN SCHONFELD	1.5
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Timedocket
 ENGAGEMENT NAME James Merryweather
 Insolvency Date: DR. BERNSTEIN v WALTON

DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
01-Dec-15	review banking, update cashflow; extend cashflow projections and investing into 2016 (Sch B)	4.0		
02-Dec-15	extend cashflow and investing projections into 2016 (Sch C); prepare draft T2s (CIT); dealing w Dupont mortgagee issue	5.0		
03-Dec-15	prepare draft T2 (CIT)	2.0		
07-Dec-15	process AP; invest and transfer Dupont funds; invest Manager funds	1.0		
08-Dec-15	review banking, update cashflow; corr w creditor; file corporate tax returns; prepare draft T2 (DOU)	3.5		
09-Dec-15	prepare draft T2s (DOU, HID)	5.0		
10-Dec-15	prepare draft T2 (HID); various corr w counsel; review corr from creditor; process AP	3.5		
11-Dec-15	prepare draft T2 (LBH); provide info for report;	4.0		
14-Dec-15	review banking, update cashflow; review draft Court report, provide comments; tc w counsel; file corporate tax returns; prepare draft T2 (LVP); review and sign revised report	7.0		
15-Dec-15	prepare documents for claims process (KEL)	0.5		
16-Dec-15	prepare for claims process launch; prepare draft T2 (NOR, RRH); review accounting, deal w accounting issues re bare trustee w RRH/165	6.0		
17-Dec-15	prepare draft T2 (RRH)	2.0		
18-Dec-15	file corporate tax returns; corr w counsel	1.0		
21-Dec-15	review banking, update cashflow; file corporate tax returns; prepare GST analysis, file returns; accounting re GIC	5.5		
22-Dec-15	file tax returns; dealing w implementing Orders, including accounting and banking	2.5		

Timedocket
 ENGAGEMENT NAME
 Insolvency Date:

James Merryweather
 DR. BERNSTEIN v WALTON

23-Dec-15	conf call w HS, Applicant; prepare drafts re Order; file T2	2.0
29-Dec-15	review banking, update cashflow	0.5

TOTAL	JAMES MERRYWEATHER	55.0
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Disbursements

	Expense	GST/HST	Total
Courier to CRA (ASC, BAN, CIT)	\$ 13.86	\$ 1.80	\$ 15.66
Courier to CRA (DOU, HID)	\$ 13.86	\$ 1.80	\$ 15.66
Courier to CRA (LBH, LVP)	\$ 13.86	\$ 1.80	\$ 15.66
Courier to CRA (NOR, RRH)	\$ 13.86	\$ 1.80	\$ 15.66
	\$ 55.44	\$ 7.20	\$ 62.64
T2 filings - 2012 (8 @ 199.99)	\$ 1,599.92	\$ 207.99	\$ 1,807.91
T2 filings - 2013 (9 @ 199.99)	\$ 1,799.91	\$ 233.99	\$ 2,033.90
T2 filings - 2014 (9 @ 229.99)	\$ 2,069.91	\$ 269.09	\$ 2,339.00
	\$ 5,469.74	\$ 711.07	\$ 6,180.81

Professional Services

Date		Description	Hours
12/02/15	GM	telephone call with M Dunn re: Bannockburn and analysis	0.50
12/03/15	GM	research Bannockburn issue	0.50
12/09/15	GM	call with MDunn re Bannockburn, Twin Dragon and Richmond Row, commence analysis	1.50
12/10/15	GM	complete Bannochburn analysis and Richmond Row analysis and forward to M Dunn	3.00
12/14/15	GM	telephone call with MDunn and associate re Bannockburn and Hidden Gem, research Hidden Gem issue regarding date of deposit cheque	1.30
12/21/15	GM	call with J Reitan and forward relevant financial information	0.50

TOTAL	GARY MOULTON	7.30
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Date	Hours	Notes
3-Dec-15	1.00	Emerson - Telephone and emails to and from creditors and J. Merryweather regarding Monday's claims bar date.
3-Dec-15	1.00	St Clarens - Telephone and emails to and from creditors and J. Merryweather regarding Monday's claims bar date.
4-Dec-15	1.00	Emerson - Calls and emails to creditors and J. Merryweather in advance of Monday's Claims Bar Date.
4-Dec-15	1.00	St Clarens - Calls and emails to creditors and J. Merryweather in advance of Monday's Claims Bar Date.
7-Dec-15	0.80	General - Emails to and from creditors regarding various claims processes as per J. Merryweather's request. Updating claims database following claims bar date. Receiving telephone calls in relation to claims processes.
11-Dec-15	0.60	Preparing received supporting documentation at J. Merryweather's request.
17-Dec-15	1.00	Cedar - Preparing for Claims Process.
18-Dec-15	2.50	Cedar - Launching claims process, emails and telephone calls to and from creditors.
21-Dec-15	0.50	Atala - Emails to and from creditors as per J Merryweather's instructions.

TOTAL	9.40	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
Suite 100
Markham, Ontario
L3R 4Z4

Invoice

Date	Invoice #
12/31/2015	21891

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
HST (ON) on sales		13.00%	650.00
		Total	\$5,650.00
		Payments/Credits	\$0.00
		Balance Due	\$5,650.00

GST/HST No.

864340849

January 28, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #999

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period January 1, 2016
to January 27, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 38,460.00

HST @ 13% 4,999.80

Our fee \$ 43,459.80

disbursements: Briarlane Management Fee for
maintaining books for Sch B and C
properties - incl HST 5,848.88
T2 filing fees - incl HST 4,293.79
courier charges incl HST 86.68

Total Fees and Disbursements **\$ 53,689.15**

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	3.0	\$600	\$ 1,800.00
James Merryweather, CPA, CGA	77.5	\$450	\$ 34,875.00
Stephanie Williams	11.9	\$150	\$ 1,785.00
TOTAL:	<u>92.4</u>		<u>\$ 38,460.00</u>

H.S.T. #87283 8339 RT0001

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

Jan19-16	review motion material and comment	0.5
Jan21-16	review claim re Jarvis St & investigate circumstances	1.0
Jan25-16	conf call w/J Merryweather/M Dunn re various o/s issues & issues report	1.5

TOTAL	HARLAN SCHONFELD	3.0
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DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
04-Jan-16	review banking, update cashflow; process GIC accounting; update sales realization schedules; prepare draft T2 (QUE)	5.0		
05-Jan-16	prepare draft T2s (RIV, WMH)	5.0		
06-Jan-16	prepare draft T2s (WMH, LVL)	3.0		
07-Jan-16	process AP: prepare draft T2s (LVL)	3.0		
08-Jan-16	file returns (QUE, RIV); prepare draft Ts (RYA)	2.0		
11-Jan-16	review banking, update cashflow; dealing w GICs; prepare draft T2s (RYA); file T2 (LVL, WMH); review 2015 accounting, prepare adjustments (ASC)	5.0		
12-Jan-16	prepare draft T2s (RYG); deal w BL on year-end accounting issues	4.0		
14-Jan-16	prepare draft T2 (DUP, WES); dealing w claim issues	4.0		
15-Jan-16	prepare draft T2s (DUP); file T2 (RYA, RYG); dealing w creditor claim correspondence	3.5		
18-Jan-16	review banking, update cashflow; dealing w GST refunds; prepare draft T2s (TWN); dealing w accounting issues	7.0		
19-Jan-16	prepare draft T2 (EDY); corr w CRA re GST audit; tc w CRA; review Motion material, provide comments; process AP	4.5		
20-Jan-16	review 2015 accounting, prepare adjustments (BAN, HID, LVP, RRH); dealing w tax issues; dealing w creditor issues	5.5		
21-Jan-16	prepare draft T2s (SKY); dealing w GIC accounting; review proofs of claim, issue notices of disallowance, corr w creditors: update claims database	7.0		
22-Jan-16	review proofs of claim; prepare notices of disallowance; corr w creditors; prepare issues report	2.5		

25-Jan-16	review banking, update cashflow; file T2s (DUP, EDY, TWN, WES); tc w CRA; review 2015 accounting, prepare adjustments (CIT); conf call w HS, MD; prepare proposed distribution	5.5
26-Jan-16	various corr w counsel; corr w creditor; review 2015 accounting, prepare adjustments (DEW, DOU, DUP)	6.0
27-Jan-16	review 2015 accounting, prepare adjustments (EDY, LBH, LVL, NOR); dealing w claim issues	5.0

TOTAL	JAMES MERRYWEATHER	77.5
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Disbursements

	Expense	GST/HST	Total
Courier to CRA (QUE, RIV)	\$ 13.83	\$ 1.80	\$ 15.63
Courier to CRA (LVL, WMH)	\$ 14.39	\$ 1.87	\$ 16.26
Courier to CRA (RYA, RYG)	\$ 14.39	\$ 1.87	\$ 16.26
Courier to Briarlane	\$ 19.71	\$ 2.56	\$ 22.27
Courier to CRA (DUP, EDY, TWN, WES)	\$ 14.39	\$ 1.87	\$ 16.26
	\$ 76.71	\$ 9.97	\$ 86.68
T2 filings - 2012 (9 @ 199.99)	\$ 1,799.91	\$ 233.99	\$ 2,033.90
T2 filings - 2013 (10 @ 199.99)	\$ 1,999.90	\$ 259.99	\$ 2,259.89
T2 filings - 2014 (0 @ 229.99)	\$ -	\$ -	\$ -
	\$ 3,799.81	\$ 493.98	\$ 4,293.79

Date	Hours	Notes
4-Jan-16	0.50	09 Cedar - Reviewing emails and updating claims database.
11-Jan-16	3.00	09 Cedar - Sending out reminder emails in advance of claims bar date. Emails and telephone calls to and from creditors regarding proof of claims. Tracking received proofs of claim and creditor responses in claims database.
13-Jan-16	1.30	09 Cedar - Receiving and responding to creditor emails as per J. Merryweather's instructions. Telephone calls to creditors as per J. Merryweather's instructions.
14-Jan-16	0.30	09 Cedar - Telephone calls to creditors and emails with J. Merryweather.
15-Jan-16	2.30	09 Cedar - Follow-up emails and telephone calls to creditors advising/reminding of claims bar date. Receiving and responding to creditor emails as per J. Merryweather's instructions.
18-Jan-16	0.50	09 Cedar - Finalizing claims process for Claims Bar Date. Responding to emails as per J. Merryweather's instructions.
19-Jan-16	0.50	09 Cedar - Preparing claims bar emails to be sent out 160120 and updating claims database.
20-Jan-16	0.20	09 Cedar - Sending out Claims Bar Emails to creditors with GL balances that did not submit a Proof of Claim.
21-Jan-16	0.30	09 Cedar - Email to creditor as per J. Merryweather's instruction.
21-Jan-16	0.30	02 Atala - Emails to and from J. Merryweather regarding Notices of Disallowances and creditor responses.
22-Jan-16	0.30	09 Cedar - Email to creditor as per J. Merryweather's instruction.
22-Jan-16	0.30	04 1780355 - Follow-up email to creditor as per J. Merryweather's instruction.
22-Jan-16	0.80	02 Atala - Reviewing and issuing Notices of Dispute as per J. Merryweather's instructions.
22-Jan-16	0.80	03 30A Hazelton - Reviewing and issuing Notices of Dispute as per J. Merryweather's instructions.
25-Jan-16	0.50	01 General - General follow-up emails regarding dispute notices and claims procedures with J. Merryweather and creditors.

TOTAL	11.90	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
 Suite 100
 Markham, Ontario
 L3R 4Z4

Invoice

Date	Invoice #
1/31/2016	22066

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
Back Charge of Rasha's Hours - Dec 08 2016 8 Hours	8	22.00	176.00
HST (ON) on sales		13.00%	672.88
		Total	\$5,848.88
		Payments/Credits	\$0.00
		Balance Due	\$5,848.88

March 2, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1001

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period January 28, 2016
to February 29, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 36,495.00

HST @ 13% 4,744.35

Our fee \$ 41,239.35

disbursements: Briarlane Management Fee for	
maintaining books for Sch B and C	
properties - incl HST	6,507.67
T2 filing fees - incl HST	2,135.60
travel	1,003.70
courier charges incl HST	<u>79.79</u>

Total Fees and Disbursements **\$ 50,966.11**

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	2.0	\$600	\$ 1,200.00
James Merryweather, CPA, CGA	77.0	\$450	\$ 34,650.00
Stephanie Williams	4.3	\$150	\$ 645.00
TOTAL:	<u>83.3</u>		<u>\$ 36,495.00</u>

H.S.T. #87283 8339 RT0001

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

DATE	DESCRIPTION	TIME (hh/mm)
S. HARLAN SCHONFELD, CPA, CA CIRP		
Feb29-16	reviewing N Walton motion material, draft 40th Manager's report, and corresp and provide comments	2.0
TOTAL	HARLAN SCHONFELD	2.0

DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
28-Jan-16	review 2015 financials, prepare adjustments (QUE, RIV, RYA); finalize accounting for assumed companies (BAN, HID); prepare analysis	6.0		
29-Jan-16	review 2015 financials, prepare adjustments (RYG, SKY); finalize accounting for assumed companies (HID, LVP, RRH); review final statements; corr w creditor; dealing w claims issues	5.5		
01-Feb-16	review banking, update cashflow; update fee allocation scheule for Court report; prepare draft T2s (DEW)	4.5		
02-Feb-16	prepare draft T2s (FRL); review proof of claim support and correspondence; update claims database; corr w City of TO	3.5		
03-Feb-16	prepare draft T2s (FRP, GLO); prepare GST refunds for deposit; process payments to Applicant; dealing w vacancy rebate issue (LVL)	4.5		
04-Feb-16	prepare draft T2s (GLO, LBL); review accounting	3.5		
05-Feb-16	file T2s (DEW, FRL, LBL, SKY)	1.5		
08-Feb-16	review banking, update cashflow; prepare claims summary for counsel; corr w creditors; dealing w proofs of claim; review various accounting	4.5		
09-Feb-16	review and update accounting	1.0		
10-Feb-16	review accounting, prepare adjusting entries; review tax issues; corr w creditor	9.0		
11-Feb-16	tc w CRA; tc w City re vacancy rebate; prepare and review accounting; corr w counsel	1.0		
12-Feb-16	review Court materials; review draft report, provide comments	1.5		
16-Feb-16	review banking, update cashflow; dealing w tax refunds; prepare acocunting; review Court report, provide comments; tc w counsel: prepare Notice of Disallowance	5.5		
17-Feb-16	dealing w City vacancy rebates; attend at Meridian; prepare GST audit dispute; review Court filings; review financials	5.0		

19-Feb-16	review Court report, provide comments; review tax assessments; update fee allocation schedule; tc w counsel	4.0
23-Feb-16	review banking, update cashflow; prepare analysis of funding and repayment; update fee allocations analysis; tc w counsel; dealing w acounting and tax issues; prepare accounting records for Applicant (RAN HID IVP RIC)	6.5
24-Feb-16	prepare tax returns, submit to CRA; process payments re Feb. 23 Order; update fee allocation analysis	2.5
25-Feb-16	update professional fee analysis; corr w counsel; process payments re Order; file T2 (LVL, QUE, RIV)	5.5
29-Feb-16	review banking, update cashflow; attend to banking matters re GICs; preapre claims summary, payment analysis; update claims database	2.0

TOTAL	JAMES MERRYWEATHER	77.0
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Disbursements

	Expense	GST/HST	Total
Courier to Meridian	\$ 14.29	\$ 1.86	\$ 16.15
Courier to CRA (DEW, FRL, LBL, SKY)	\$ 14.29	\$ 1.86	\$ 16.15
Courier to CRA (2)	\$ 28.58	\$ 3.72	\$ 32.30
Courier re: MTCC	\$ 13.44	\$ 1.75	\$ 15.19
Airfare	\$ 420.25	\$ 54.63	\$ 474.88
Hotel	\$ 469.28	\$ 59.54	\$ 528.82
	<u>\$ 960.13</u>	<u>\$ 123.36</u>	<u>\$ 1,083.49</u>
2 - T2 filings - 2012 @ 199.99	\$ 399.98	\$ 52.00	\$ 451.98
4 - T2 filings - 2013 @ 199.99	\$ 799.96	\$ 103.99	\$ 903.95
3 - T2 filings - 2014 @ 229.99	\$ 689.97	\$ 89.70	\$ 779.67
	<u>\$ 1,889.91</u>	<u>\$ 245.69</u>	<u>\$ 2,135.60</u>

DATE	DESCRIPTION	TIME (hh/mm)
STEPHANIE WILLIAMS		
2-Feb-16	02 Atala - Emails to and from Creditors as per J. Merryweather's direction.	0.3
2-Feb-16	04 1780355 - Emails to and from Creditors as per J. Merryweather's direction.	0.3
4-Feb-16	04 1780355 - Emails to creditors as per J. Merryweather's instructions.	0.3
8-Feb-16	09 Cedar - Email to City of Toronto Tax as per J. Merryweather's request.	0.3
17-Feb-16	06 United Empire - Emails to creditors as per J. Merryweather's instructions and emails to and from J. Merryweather.	0.5
17-Feb-16	04 1780355 - Reviewing Notice of Dispute. Emails to creditors as per J. Merryweather's instructions and emails to and from J. Merryweather.	0.5
19-Feb-16	06 United Empire - Email to creditor as per J. Merryweather's instruction.	0.3
23-Feb-16	06 United Empire - Emails with creditors as per J. Merryweather's instructions.	0.3
25-Feb-16	Telephone call with J. Merryweather regarding Fox Contracting Ltd and Cityview Industrial Ltd. Contacting Fox Contracting Ltd. and determining current address and contact in order to send latest cheque to. Emails to and from J. Merryweather.	0.9
29-Feb-16	09 Cedar - Emails to and from J. Merryweather and email to creditor regarding tax status as per J. Merryweather's instruction.	0.6
TOTAL	STEPHANIE WILLIAMS	4.3

Briarlane Rental Property Management Inc.

85 Spy Court
 Suite 100
 Markham, Ontario
 L3R 4Z4

Invoice

Date	Invoice #
2/29/2016	22251

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
Back Charge of Rasha Morkos hours Jan 28 to Feb 19 2016	34.5	22.00	759.00
HST (ON) on sales		13.00%	748.67
		Total	\$6,507.67
		Payments/Credits	\$0.00
		Balance Due	\$6,507.67

Schonfeld Inc.
Receivers + Trustees

April 4, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1006

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period March 1, 2016
to March 31, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 29,595.00

HST @ 13% 3,847.35

Our fee \$ 33,442.35

disbursements: Briarlane Management Fee for		
maintaining books for Sch B and C		
properties - incl HST		5,650.00
T2 filing fees - incl HST		4,790.97
travel		-
courier charges incl HST		<u>112.54</u>

Total Fees and Disbursements **\$ 43,995.86**

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	9.5	\$600	\$ 5,700.00
James Merryweather, CPA, CGA	52.0	\$450	\$ 23,400.00
Stephanie Williams	3.3	\$150	\$ 495.00
TOTAL:	<u>64.8</u>		<u>\$ 29,595.00</u>

H.S.T. #87283 8339 RT0001

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

Mar3-16	banking, distribute Park Lane proceeds - Order; deal w/Manager's motion material	1.0
Mar4-16	review Factums from Applicants and DeJong's; review N Walton motion material re-Recusal motion; banking and distribute funds to Ira Smith - Order;	2.0
Mar9-16	review Factum and draft Factum in support of Mar10 & Mar15 hearings;	0.5
Mar10-16	attend Recusal hearing; deal w/rescheduling Mar15-16 hearing;	2.5
Mar16-16	deal w/HST refunds fromCRA for various companies and deposit;	1.0
Mar18-16	conf call w/Goodmans & Merryweather; deal w/draft Manager's report	1.5
Mar30-16	finalize and sign 41st Manager's report	1.0

TOTAL	HARLAN SCHONFELD	9.5
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DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
1-Mar-16	tc w counsel; review draft report, provide comments; dealing w Feb. 23 Order; prepare charts for report; file T2 (RYG); finalize and submit GST appeal (FRP); process accounting	4.0		
2-Mar-16	file T2 (WMH); tc w CRA re GST audit; prepare GST analysis, fiule returns (various); review Court report; tc w counsel	4.0		
3-Mar-16	prepare and file T2s (RDD, RDL); review GST issue re Dupont; corr w counsel	4.5		
4-Mar-16	review various legal documents, provide comments; dealing w accounting	1.0		
7-Mar-16	review banking, update cashflow; review Court materials, provide comments; prepare and file T2s (DEW, DUP, EDY, FRP. GLO. WES): dealing w creditor issues	4.5		
8-Mar-16	prepare and file T2 (TWN); prepare GST analysis, file returns (various); tc w CRA: corr w counsel re Court	4.0		
9-Mar-16	prepare GST analysis, file returns (various); review Court materials, provide comments; tc w CRA re GST; dealing w propertv tax issue	2.5		
14-Mar-16	review banking, update cashflow; prepare and file GST returns (Schedule C); tc w CRA; corr w counsel	3.5		
15-Mar-16	prepare and file T2s (SAL); tc w CRA	3.0		
16-Mar-16	prepare and file T2s (TIS); tc w CRA; corr w counsel; dealing w realty tax rebate issue; prepare accounting re GST refunds	4.5		
17-Mar-16	dealing w outstanding issues re claims process, other issues; tc w CRA; prepare info for GST audit; dealing w fee allocation; update sales realization schedule; review GST issues (Sch C)	3.0		
18-Mar-16	prepare tax returns, send to CRA; conf call w counsel; dealing w Sch C claims process; dealing w settlement issue; banking and tax payment; REVIEW DRAFT Court report, provide comments	4.0		
21-Mar-16	review banking, update cashflow; attend to banking matters	0.5		

22-Mar-16	review Court report, provide comments and schedules; file T2 (RYA); update fee allocation schedule; tc w CRA re GST issues	3.5
24-Mar-16	prepare and file GST returns (Jan/Feb); prepare and submit documents for GST audits; dealing w GICs, tax refunds; tc w CRA	3.0
28-Mar-16	review banking, update cashflow; update GIC accounting; corr w counsel	0.5
30-Mar-16	review Court report, provide charts, comments; prepare docs for GST audit; tc w CRA (various)	1.5
31-Mar-16	prepare letter and docs for GSST audit	0.5
TOTAL		52.0

Disbursements

	Expense	GST/HST	Total
Courier to CRA (2)	\$ 28.58	\$ 3.72	\$ 32.30
Courier to CRA	\$ 14.16	\$ 1.84	\$ 16.00
Courier to CRA (4 packages)	\$ 26.86	\$ 3.49	\$ 30.35
Courier to CRA (2)	\$ 32.28	\$ 1.61	\$ 33.89
			\$ -
	\$ 101.88	\$ 10.66	\$ 112.54
6 - T2 filings - 2012 @ 199.99	\$ 1,199.94	\$ 155.99	\$ 1,355.93
6 - T2 filings - 2013 @ 199.99	\$ 1,199.94	\$ 155.99	\$ 1,355.93
8 - T2 filings - 2014 @ 229.99	\$ 1,839.92	\$ 239.19	\$ 2,079.11
	\$ 4,239.80	\$ 551.17	\$ 4,790.97

Date	Hours	Notes
07-Mar-16	1.10	Emails to and from creditors regarding Proof of Claims and emails to Tax Department as per J. Merryweather's instructions. Responding to Creditors' counsel's emails and telephone calls as per J. Merryweather's instructions as it relates to Prince Edward Properties.
16-Mar-16	0.50	Email and telephone call with C. Pretty regarding tax appeals.
17-Mar-16	0.50	Call with City of Toronto regarding Tax credits and follow-up email to J. Merryweather.
22-Mar-16	0.40	Emails to and from creditors as per J. Merryweather's instructions.
22-Mar-16	0.40	Emails to and from creditors as per J. Merryweather's instructions.
22-Mar-16	0.40	Emails to and from creditors as per J. Merryweather's instructions.

TOTAL	3.30	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
Suite 100
Markham, Ontario
L3R 4Z4

Invoice

Date	Invoice #
3/31/2016	22515

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
HST (ON) on sales		13.00%	650.00
		Total	\$5,650.00
		Payments/Credits	\$0.00
		Balance Due	\$5,650.00

May 3, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1010

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period April 1, 2016
to April 30, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 16,950.00
HST @ 13% 2,203.50

Our fee \$ 19,153.50

disbursements: Briarlane Management Fee for
maintaining books for Sch B and C
properties - incl HST 5,650.00
T2 filing fees - incl HST 1,819.22
courier charges incl HST 109.83

Total Fees and Disbursements

\$ 26,732.55

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	4.5	\$600	\$ 2,700.00
James Merryweather, CPA, CGA	31.0	\$450	\$ 13,950.00
Stephanie Williams	2.0	\$150	\$ 300.00
TOTAL:	<u>37.5</u>		<u>\$ 16,950.00</u>

H.S.T. #87283 8339 RT0001

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

Apr15-16	review draft report and comment	0.5
Apr21-16	review amended report	0.5
Apr25-16	review corresp to H Cohen & Queen St E purchaser and comment and reply, various emails	1.0
Apr27-16	review Applicants Responding Factum & reply	1.0
Apr29-16	review Factum from Respondents	1.0
Apr30-16	finalize and sign 42nd report	0.5

TOTAL	HARLAN SCHONFELD	4.5
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DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
05-Apr-16	review banking, update cashflow; dealing w GIC investments and accounting; corr w creditor; process AP; dealing w GST refunds	3.0		
07-Apr-16	dealing w tax issues; attend at Meridian; prepare accounting for GICs; update cashflow projections; set up direct deposit w CRA for all Sch B companies	3.0		
11-Apr-16	review banking, update cashflow; prepare and file T2s (RDD, RDL); review tax issues	3.0		
13-Apr-16	review draft Court report, provide comments; prepare docs for CRA audit, send to CRA	1.5		
15-Apr-16	tc w CRA; prepare docs for various audits, send to CRA; prepare GIC accounting; review draft report, provide comments and schedules	3.5		
18-Apr-16	review banking, update cashflow; review report, provide comments, schedules, sign report; prepare docs for CRA audit	2.0		
21-Apr-16	prepare and file T2; corr w CRA re tax issues; dealing w GST refunds; review amended report, sign report	2.5		
22-Apr-16	corr w creditor, prepare notice of disallowance; tc w CRA; update claims schedule	1.5		
25-Apr-16	reiew banking, update cashflow; corr w counsel, review docs	1.0		
27-Apr-16	dealing w GST refunds; prepare and file T2 (FRL, LBL, SAL); prepare info for GST audits	4.0		
28-Apr-16	prepare and file T2 (TIS); prepare analysis of professional fees and related tax issues; prepare docs for CRA audit	3.0		
29-Apr-16	prerepare GST returns, file same (Sch B); tc and corr w counsel; analysis of proposed distribution	2.5		

30-Apr-16 review priority issues re claims process; prepare amended
 schedule for report 0.5

TOTAL	JAMES MERRYWEATHER	31.0
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Disbursements

	Expense	GST/HST	Total
Courier to CRA	\$ 14.16	\$ 1.84	\$ 16.00
Courier to Briarlane	\$ 14.16	\$ 1.84	\$ 16.00
Courier to CRA	\$ 10.57	\$ 1.37	\$ 11.94
Courier to CRA	\$ 14.16	\$ 1.84	\$ 16.00
Courier to CRA (2)	\$ 32.28	\$ 1.61	\$ 33.89
Courier to CRA	\$ 14.16	\$ 1.84	\$ 16.00
			\$ -
	\$ 99.49	\$ 10.34	\$ 109.83
0 - T2 filings - 2012 @ 199.99	\$ -	\$ -	\$ -
0 - T2 filings - 2013 @ 199.99	\$ -	\$ -	\$ -
7 - T2 filings - 2014 @ 229.99	\$ 1,609.93	\$ 209.29	\$ 1,819.22
	\$ 1,609.93	\$ 209.29	\$ 1,819.22

Date	Hours	Notes
8-Apr-16	0.50	Telephone calls to and from Ministry of Finance regarding SRT's involvement with Front Church and emails to and from J. Merryweather regarding same.
18-Apr-16	0.50	Emails to and from J. Merryweather and emails to and from creditors as per J. Merryweather's instructions.
26-Apr-16	0.50	Telephone call with J. Merryweather. Issuing Notice of Disallowance as per J. Merryweather's instructions.
29-Apr-16	0.50	Emails from and to creditors as per J. Merryweather's instructions.
TOTAL	2.00	STEPHANIE WILLIAMS

Briarlane Rental Property Management Inc.

85 Spy Court
Suite 100
Markham, Ontario
L3R 4Z4

Invoice

Date	Invoice #
4/30/2016	22696

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
HST (ON) on sales		13.00%	650.00
		Total	\$5,650.00
		Payments/Credits	\$0.00
		Balance Due	\$5,650.00

June 2, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1015

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period May 1, 2016
to May 31, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee:	\$ 12,180.00
HST @ 13%	<u>1,583.40</u>

Our fee	\$ 13,763.40
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disbursements: Briarlane Management Fee for maintaining books for Sch B and C properties - incl HST	5,650.00
T2 filing fees - incl HST	259.89
courier charges incl HST	<u>32.06</u>

Total Fees and Disbursements

\$ 19,705.35

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	4.5	\$600	\$ 2,700.00
James Merryweather, CPA, CGA	20.0	\$450	\$ 9,000.00
Stephanie Williams	3.2	\$150	\$ 480.00
TOTAL:	<u>27.7</u>		<u>\$ 12,180.00</u>

H.S.T. #87283 8339 RT0001

Tel. 416.862.7785 Fax. 416.862-2136
info@schonfeldinc.com

77 King Street West, Suite 3000, P O Box 95, Toronto, Ontario
M5K 1G8

Timedocket S Harlan Schonfeld CPA, CIRP

80

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

May2-16	review motion material, t/w Merryweather & Goodmans to prepare for Motion for Fee Allocation approval and other relief	2.5
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May3-16	attend motion and hearing and discuss outcome w/Merryweather & Goodmans	2.0
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TOTAL	HARLAN SCHONFELD	4.5
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DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
02-May-16	review banking, update cashflow; process AP; conf call w counsel re reports; prepare amended schedule; tc w CRA re GST issues: review legal docs	3.0		
06-May-16	dealing w accounting issues; renewing and investing GICs; prepare GST analysis, file returns (Sch C); tc w CRA; prepare docs for CRA audit	2.5		
16-May-16	review banking, update cashflow; prepare accounting for GICs, GST refunds; review draft report	2.5		
18-May-16	finalize report; tc w CRA; prepare settlement re Peel Educational	1.5		
20-May-16	prepare settlement docs and cheques; attend at Gowlings; attend at Meridian; prepare legal fee analysis re: LZ/LW	3.0		
24-May-16	review banking, update cashflow; deal w GICs - investing and accounting; prepare fee analysis; corr w counsel; tc w CRA re GST issue	3.5		
26-May-16	prepare and file T2 (FRP)	1.5		
27-May-16	prepare documents for GST audit; dealing w GIC issues; prepare and file April/May GST returns	2.5		
TOTAL JAMES MERRYWEATHER		20.0		

Disbursements

	Expense	GST/HST	Total
Courier to Briarlane	\$ 14.19	\$ 1.84	\$ 16.03
Courier to CRA	\$ 14.19	\$ 1.84	\$ 16.03
			\$ -
			\$ -
			\$ -
	\$ 28.38	\$ 3.68	\$ 32.06
0 - T2 filings - 2012 @ 199.99	\$ -	\$ -	\$ -
0 - T2 filings - 2013 @ 199.99	\$ -	\$ -	\$ -
1 - T2 filings - 2014 @ 229.99	\$ 229.99	\$ 29.90	\$ 259.89
	\$ 229.99	\$ 29.90	\$ 259.89

Date	Hours	Notes
3-May-16	0.30	Email exchange with J. Merryweather regarding updated status on Claims procedure. Making notes in preparation for creditor emails and calls.
10-May-16	0.50	06 United Empire - Telephone call with CRA and follow-up emails with J. Merryweather and H. Schonfeld.
10-May-16	0.30	09 Cedar - Telephone call with creditor follow-up on status and looking for an update. Provided latest update as per J. Merryweather's instructions.
14-May-16	0.80	Reviewing creditor email and preparing and sending email to J. Merryweather regarding same. Attempting to access Schonfeld network and email to SRT IT regarding same.
16-May-16	0.50	Email exchange with J. Merryweather regarding CRA call and other creditor inquiry emails. Emails and telephone calls to Creditors as per J. Merryweather's instructions.
18-May-16	0.50	04 1780355 - Responding to creditor emails as per J. Merryweather's instructions.
20-May-16	0.30	02 Atala - Responding to creditor emails as per J. Merryweather's instructions.

TOTAL	3.20	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
Suite 100
Markham, Ontario
L3R 4Z4

Invoice

Date	Invoice #
5/26/2016	22861

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
Reimbursement of Rasha's hours	7	22.00	154.00
HST (ON) on sales		13.00%	670.02
Total			\$5,824.02
Payments/Credits			\$0.00
Balance Due			\$5,824.02

Schonfeld Inc.
Receivers + Trustees

July 5, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1020

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period June 1, 2016
to June 30, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee:	\$ 22,920.00
HST @ 13%	<u>2,979.60</u>
Our fee	\$ 25,899.60
disbursements: Briarlane Management Fee for maintaining books for Sch B and C properties - incl HST	6,507.67
travel	1,551.18
courier charges incl HST	<u>16.07</u>
Total Fees and Disbursements	\$ 33,974.52

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	7.0	\$600	\$ 4,200.00
James Merryweather, CPA, CGA	41.0	\$450	\$ 18,450.00
Stephanie Williams	1.8	\$150	\$ 270.00
TOTAL:	<u>49.8</u>		<u>\$ 22,920.00</u>

H.S.T. #87283 8339 RT0001

Timedocket S Harlan Schonfeld CPA, CIRP

85

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

		TIME
DATE	DESCRIPTION	(hh/mm)
S. HARLAN SCHONFELD, CPA, CA CIRP		
Jun3-16	attend in Court	6.5
Jun28-16	review draft report and comment	0.5
TOTAL	HARLAN SCHONFELD	7.0

DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
01-Jun-16	review banking, update cashflow; prepare accounting; prepare cash and investment holdings; dealing w ND claims	3.5		
02-Jun-16	prepare accounting; process AP; dealing w GICs and trust funds	1.0		
03-Jun-16	attend at Court	6.5		
09-Jun-16	review banking, update cashflow; prepare accounting for GICs, tax rebates; prepare fee allocation analysis	2.5		
14-Jun-16	review banking, update cashflow; GIC accounting; process AP; prepare accounting for May	1.5		
16-Jun-16	prepare accounting for banking; prepare fee allocation analysis and entries for financials	3.5		
20-Jun-16	review banking, update cashflow; prepare draft financials (2015) for various companies	3.0		
21-Jun-16	prepare draft financials (2015) for various companies	4.5		
22-Jun-16	prepare draft financials (2015) for various companies; prepare inter-company tax schedules	4.5		
24-Jun-16	prepare and file GST returns (Sch C); prepare GIC and banking accounting; prepare fee allocation analysis; corr w CRA: prepare adjustments to financials	5.0		
27-Jun-16	review banking, update cashflow; dealing w GIC investments; prepare draft financials and adjustments, analysis of same	4.5		
28-Jun-16	review draft report and schedules, sign same; corr w BL re accounting issues	0.5		
30-Jun-16	dealing w GICs and related accounting	0.5		
TOTAL	JAMES MERRYWEATHER	41.0		

Disbursements

	Expense	GST/HST	Total
Courier to Briarlane	\$ 14.22	\$ 1.85	\$ 16.07
Airfare	\$ 514.25	\$ 66.85	\$ 581.10
Airfare-change flight re Court date change (Mar. to Apr.)	\$ 150.00	\$ 19.50	\$ 169.50
Airfare-change flight re Court date change (Apr. to Jun)	\$ 150.00	\$ 19.50	\$ 169.50
Hotel	\$ 558.48	\$ 72.60	\$ 631.08
	\$ 1,386.95	\$ 180.30	\$ 1,567.25

Date	Hours	Notes
3-Jun-16	1.00	Telephone calls from and to Ministry of Finance regarding Front Church. Reviewing past correspondence with Ministry of Finance. Emails to and from J. Merryweather and email to Ministry of Finance as per J. Merryweather's instructions.
10-Jun-16	0.30	02 Atala - Responding to Creditor emails as per J. Merryweather's instructions.
13-Jun-16	0.50	Receiving a call from a Real Estate agent regarding Don Mill, emails to and from J. Merryweather regarding same. Further telephone discussion with the Real Estate agent regarding his inquiry as per J. Merryweather's instructions.

TOTAL	1.80	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
Suite 100
Markham, Ontario
L3R 4Z4

Invoice

Date	Invoice #
6/30/2016	23054

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
Reimbursement of Rasha's hours	27.5	22.00	605.00
HST (ON) on sales		13.00%	728.65
Total			\$6,333.65
Payments/Credits			\$0.00
Balance Due			\$6,333.65

Schonfeld Inc.
Receivers + Trustees

August 3, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1025

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period July 1, 2016
to July 31, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 11,085.00

HST @ 13% 1,441.05

Our fee \$ 12,526.05

disbursements: Briarlane Management Fee for
maintaining books for Sch B and C
properties - incl HST
courier charges incl HST

5,650.00
14.63

Total Fees and Disbursements

\$ 18,190.68

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	1.5	\$600	\$ 900.00
James Merryweather, CPA, CGA	21.5	\$450	\$ 9,675.00
Stephanie Williams	3.4	\$150	\$ 510.00
TOTAL:	<u>26.4</u>		<u>\$ 11,085.00</u>

H.S.T. #87283 8339 RT0001

Timedocket S Harlan Schonfeld CPA, CIRP
ENGAGEMENT NAME: Dr. Bernstein v Walton
Date: September 20, 2013

90

DATE	DESCRIPTION	TIME (hh/mm)
S. HARLAN SCHONFELD, CPA, CA CIRP		
July 6-16	banking and mail	0.5
July 21-16	deal w/HST refunds and banking	0.5
July 27-16	to prepare and distribute funds to Bernstein (Donalda and Bannockburn)	0.5
TOTAL	HARLAN SCHONFELD	1.5

DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
05-Jul-16	review banking, update cashflow; dealing w claims issues; process AP	1.5		
11-Jul-16	review banking, update cashflow; dealing w GIC investing and accounting; prepare docs for GST audit; prepare distribution for ND: prepare and file GST returns (Sch B)	4.5		
14-Jul-16	prepare and file GST returns; prepare cheques and letter for ND distribution	2.0		
18-Jul-16	review banking, update cashflow; prepare and file GST returns	2.0		
19-Jul-16	prepare and file GST returns; tc w CRA	0.5		
21-Jul-16	prepare and file GST returns (Sch C); tc w CRA; prepare tax schedule; prepare draft T2 (ASC)	3.0		
25-Jul-16	review banking, update cashflow; dealing w GIC investing and accounting	1.0		
26-Jul-16	prepare draft T2s (various); tc w WM mortgagee; dealing w GST issue	4.0		
29-Jul-16	prepare draft T2 (various); update GIC accounting	3.0		

TOTAL	JAMES MERRYWEATHER	21.5
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Disbursements

Courier to CRA

Expense	GST/HST	Total
\$ 12.83	\$ 1.80	\$ 14.63
		\$ -
\$ 12.83	\$ 1.80	\$ 14.63

Date	Hours	Notes
5-Jul-16	1.00	Updating Northern Dancer creditors with expected Court Date regarding possible payment of claims.
8-Jul-16	0.30	Confirming additional address in preparation for Northern Dancer potential claim payment.
11-Jul-16	1.00	Discussions and emails with creditors regarding Northern Dancer. Updating claims database and emails back and forth with J. Merryweather.
21-Jul-16	0.50	Telephone calls with with creditor and email to J. Merryweather regarding the same.
22-Jul-16	0.30	Following up and calling Northern Dancer creditor as per J. Merryweather's instructions.
22-Jul-16	0.30	09 Cedar - Responding to creditor inquiries as per J. Merryweather's instructions.

TOTAL	3.40	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
 Suite 100
 Markham, Ontario
 L3R 4Z4

Invoice

Date	Invoice #
7/31/2016	23274

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
HST (ON) on sales		13.00%	650.00
		Total	\$5,650.00
		Payments/Credits	\$0.00
		Balance Due	\$5,650.00

Schonfeld Inc.
Receivers + Trustees

September 2, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1035

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period August 1, 2016
to August 31, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee: \$ 3,675.00

HST @ 13% 477.75

Our fee \$ 4,152.75

disbursements: Briarlane Management Fee for
maintaining books for Sch B and C
properties - incl HST 5,650.00
courier charges incl HST 40.00

Total Fees and Disbursements **\$ 9,842.75**

	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	0.5	\$600	\$ 300.00
James Merryweather, CPA, CGA	7.5	\$450	\$ 3,375.00
TOTAL:	<u>8.0</u>		<u>\$ 3,675.00</u>

H.S.T. #87283 8339 RT0001

Timedocket S Harlan Schonfeld CPA, CIRP

95

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

DATE	DESCRIPTION	TIME (hh/mm)
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S. HARLAN SCHONFELD, CPA, CA CIRP

Aug 18-16 call w/M Dunn re various motions and next steps 0.5

TOTAL	HARLAN SCHONFELD	0.5
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DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
02-Aug-16	review banking, update cashflow; process AP; review legal issue; prepare draft T2 (various)	2.5		
08-Aug-16	review banking, update cashflow; update GIC and banking accounting; update fee analysis	1.0		
17-Aug-16	review banking, update cashflow; dealing w realty tax issues; dealing w creditor issues	1.0		
22-Aug-16	review banking, update cashflow; prepare monthly accounting	1.0		
29-Aug-16	reiew banking, updatye cashflow; prepare draft T2	1.5		
31-Aug-16	dealing w City of Toronto re realty tax rebates	0.5		

TOTAL	JAMES MERRYWEATHER	7.5
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Disbursements

Expense	GST/HST	Total
		\$ -
		\$ -
		\$ -
\$ -	\$ -	\$ -

Briarlane Rental Property Management Inc.

85 Spy Court
 Suite 100
 Markham, Ontario
 L3R 4Z4

Invoice

Date	Invoice #
8/31/2016	23514

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
HST (ON) on sales		13.00%	650.00
		Total	\$5,650.00
		Payments/Credits	\$0.00
		Balance Due	\$5,650.00

Schonfeld Inc.
Receivers + Trustees

October 3, 2016

Norma Walton, Ronauld Walton
The Rose & Thistle Group Ltd. and
Eglinton Castle Inc.; and those
Corporations listed on Schedule "B"
of an Order made on November 5, 2013
30 Hazelton Avenue
Toronto, ON M5R 2E2

Invoice #1040

*** INVOICE ***

Re: Court Appointed Manager's account

To: Professional services rendered for the period September 1, 2016
to September 30, 2016 under the terms of an Order dated
November 5, 2013 and August 12, 2014 as amended appointing
Schonfeld Inc. Manager, as detailed in the attached timedockets

Our fee:	\$ 35,475.00
HST @ 13%	<u>4,611.75</u>
Our fee	\$ 40,086.75

disbursements: Briarlane Management Fee for maintaining books for Sch B and C properties - incl HST	6,341.56
travel expenses - incl HST	1,224.41
T2 filing fees - incl HST	6,757.11
courier charges incl HST	<u>56.11</u>

Total Fees and Disbursements	\$ 54,465.94
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	Hours	Hourly Rate	Total
S. Harlan Schonfeld CPA, CIRP	4.0	\$600	\$ 2,400.00
James Merryweather, CPA, CGA	73.5	\$450	\$ 33,075.00
Stephanie Williams	5.3	\$150	\$ 795.00
TOTAL:	<u>77.5</u>		<u>\$ 35,475.00</u>

H.S.T. #87283 8339 RT0001

ENGAGEMENT NAME: Dr. Bernstein v Walton

Date: September 20, 2013

DATE	DESCRIPTION	TIME (hh/mm)
S. HARLAN SCHONFELD, CPA, CA CIRP		
Sep13-16	conf call w/Goodmans & Merryweather - court report and other issues	1.0
Sept26-16	review court decisions; banking of HST refunds for the month	1.5
Sep28-16	conf call w/Goodmans & Merryweather - various issues re distributions	1.5
TOTAL	HARLAN SCHONFELD	4.0

DATE	DESCRIPTION	TIME (hh/mm)	HOURLY RATE	AMOUNT
JAMES MERRYWEATHER, CPA, CGA				
01-Sep-16	prepare draft T2; prepare schedule for proposed payments re Schedule C claim process	2.0		
02-Sep-16	prepare for proposed distribution; AP analysis; process AP	2.0		
06-Sep-16	review banking, update cashflow; prepare distribution analysis for proposed payout; update AP	2.0		
07-Sep-16	prepare accounting and schedules for tax returns; prepare and file T2s (2015)	4.5		
08-Sep-16	prepare and file T2s (2015)	2.0		
09-Sep-16	prepare and file T2s (2015); update fee analysis and schedules for Court	4.0		
12-Sep-16	review banking, update cashflow; prepare updated allocation schedules; review Court report, provide comments: prepare and file T2s (2015)	3.5		
13-Sep-16	prepare and file T2s (2015); conf call w HS, counsel; review and sign Court report; analysis of Sch C tax issues and potential recoveries	5.5		
14-Sep-16	prepare and file T2s(2015); corr w counsel re Court	3.5		
15-Sep-16	prepare and file T2s (2015); tc w counsel; prepare accounting; prepare fee allocation analysis; prepare fee funding analysis	4.5		
16-Sep-16	attend at Court; prepare Schedule C distribution; finalize fee allocation schedules and accounting; prepare y/e accounting	6.5		
19-Sep-16	review banking, update cashflow; prepare documents for Sch C distribution; prepare accounting re: fee allocations; investing and redeeming GICs and related issues; accounting and analysis	7.0		
20-Sep-16	prepare and file T2s (2015); dealing w GICs and accounting; prepare final accounting for assumed companies; tc w counsel	5.0		
21-Sep-16	dealing w GICs and accounting; finalize accounting for assumed companies; tc w counsel; filing GST returns	4.0		

22-Sep-16	dealing w accounting and tax issues; prerpape and file T2s (2015); prepare and file GST returns (2015);	4.0
23-Sep-16	prepare and file T2; prepare GST analysis; banking re fees	2.0
26-Sep-16	review banking, update cashflow; banking re fees; review Court decision re: next steps; prepare distribution to Sch C creditors: analvsis of preferred share issues:	6.0
28-Sep-16	dealing w banking issues; prepare GST analysis, file appeal; tc and corr w CRA; conference call w HS, counsel	4.5
29-Sep-16	dealing w banking issues; prepare information for Court report; dealing w claim issue	1.0
TOTAL		73.5

Disbursements

	Expense	GST/HST	Total
Airfare	\$ 501.25	\$ 74.69	\$ 575.94
Hotel	\$ 573.87	\$ 74.60	\$ 648.47
Courier to DOJ	\$ 14.26	\$ 1.85	\$ 16.11
			\$ -
	\$ 1,089.38	\$ 151.14	\$ 1,240.52
0 - T2 filings - 2012 @ 199.99	\$ -	\$ -	\$ -
0 - T2 filings - 2013 @ 199.99	\$ -	\$ -	\$ -
0 - T2 filings - 2014 @ 229.99	\$ -	\$ -	\$ -
26 - T2 filings - 2015 @ 229.99	\$ 5,979.74	\$ 777.37	\$ 6,757.11
	\$ 5,979.74	\$ 777.37	\$ 6,757.11

Date	Hours	Notes
17-Aug-16	0.50	02 Atala Investments - Emails to creditors as per J. Merryweather's instructions.
16-Sep-16	0.80	02 Atala Investment - Emails to and from creditors regarding approved payments as per J. Merryweather's instructions.
16-Sep-16	0.80	03 30A Hazelton - Emails to and from creditors regarding approved payments as per J. Merryweather's instructions.
16-Sep-16	0.80	04 1780355 - Emails to and from creditors regarding approved payments as per J. Merryweather's instructions.
16-Sep-16	0.80	08 St Clarens - Emails to and from creditors regarding approved payments as per J. Merryweather's instructions.
16-Sep-16	0.80	09 Cedar - Emails to and from creditors regarding approved payments as per J. Merryweather's instructions.
19-Sep-16	0.80	01 General - Tracking address confirmation responses and updating J. Merryweather and the Claims Database as per J. Merryweather's instructions.

TOTAL	5.30	STEPHANIE WILLIAMS
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Briarlane Rental Property Management Inc.

85 Spy Court
 Suite 100
 Markham, Ontario
 L3R 4Z4

Invoice

Date	Invoice #
9/30/2016	23724

Invoice To
Schonfeld Inc 77 King St. West, Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Management Fees for maintaining the books for all the Schedule B and Schedule C properties		5,000.00	5,000.00
Reimbursement of Rasha's hours Sep 19, 21 & 22 (8.50 hours Each Day)	25.5	24.00	612.00
HST (ON) on sales		13.00%	729.56
		Total	\$6,341.56
		Payments/Credits	\$0.00
		Balance Due	\$6,341.56

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 Inc.
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. Dewhurst Development Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.

31. El-Ad Limited
32. 165 Bathurst Inc.

SCHEDULE “C” PROPERTIES

1. 3270 American Drive, Mississauga, Ontario
 2. 0 Luttrell Ave., Toronto, Ontario
 3. 2 Kelvin Avenue, Toronto, Ontario
 4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
 5. 1 William Morgan Drive, Toronto, Ontario
 6. 324 Prince Edward Drive, Toronto, Ontario
 7. 24 Cecil Street, Toronto, Ontario
 8. 30 and 30A Hazelton Avenue, Toronto, Ontario
 9. 777 St. Clarens Avenue, Toronto, Ontario
 10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
 11. 66 Gerrard Street East, Toronto, Ontario
 12. 2454 Bayview Avenue, Toronto, Ontario
 13. 319-321 Carlaw, Toronto, Ontario
 14. 260 Emerson Ave., Toronto, Ontario
 15. 44 Park Lane Circle, Toronto, Ontario
 16. 19 Tennis Crescent, Toronto, Ontario
- 646 Broadview, Toronto, Ontario

DBDC SPADINA LTD., et al
Applicants

NORMA WALTON, et al
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

Proceeding commenced at Toronto

AFFIDAVIT OF SERVICE OF
S. HARLAN SCHONFELD
(Sworn October 13, 2016)

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

Brian Empey LSUC#: 30640G
Mark S. Dunn LSUC#: 55510L
Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for The Manager

B

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

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

Applicants

and

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

Respondents

and

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

**AFFIDAVIT OF BRIAN EMPEY
(Sworn October 13, 2016)**

I, BRIAN EMPEY, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am a partner with the law firm of Goodmans LLP (“**Goodmans**”), counsel for Schonfeld Inc. (the “**Manager**”) in its capacity as Court-appointed manager of the companies listed at Schedule “B” to the Order of Justice Newbould dated November 5, 2013 and in its capacity as Court-appointed receiver/manager of the properties listed at Schedule “C” to the Judgment and Order of Justice Brown dated August 12, 2014. Since January 31, 2014 (when Fred Myers was appointed a Judge of the Superior Court), I have been the lawyer at Goodmans with overall responsibility for this file. As such, I have knowledge of the matters hereinafter deposed to.
2. Attached hereto and marked as Exhibits “A” – “J” is a copy of each invoice rendered by Goodmans to the Manager in respect of the period from November 1, 2015 to September 30,

- 2 -

2016 (the “**Goodmans Application Period**”). The invoices all reflect a write off for any word processing and secretarial overtime charges.

3. As is shown on the summary chart attached as Exhibit “K”, Goodmans expended a total of 472.7 hours in connection with this matter during the Goodmans Application Period, giving rise to fees and disbursements totalling \$290,703.79, including HST, as outlined in Exhibits “A” – “J”.

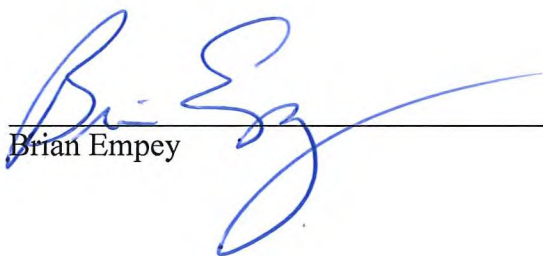
4. Goodmans’ rates and disbursements are consistent with those in the market for these types of matters. The hourly rates are adjusted annually at the beginning of the calendar year, and those adjustments for 2016 are reflected in our invoices for the period commencing January 1, 2016. Goodmans has had its rates and disbursements approved by this Honourable Court previously in this proceeding and in respect of similar services provided in various insolvency and restructuring files.

SWORN before me at the City of Toronto,
in the Province of Ontario, on this 13th day
of October, 2016.



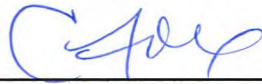
A Commissioner for taking affidavits

Name: Carlisle Fox
68414W



Brian Empey

This is Exhibit "A" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "C. Gray", is written above a horizontal line.

A Commissioner for Taking Affidavits



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

GST Registration Number R119422962

November 30, 2015

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 656461

GST/HST REGISTRATION NO. R119422962

Re: Manager

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
11/01/15	MSD	1.20	Revising fee allocation methodology and fee approval motion.
11/02/15	BFE	.30	Reviewing emails from parties; telephone conference with M. Dunn re: Walton request, Grossman request, Receiver (Ira Smith) discharge.
11/03/15	MSD	.50	Reviewing dockets for fee allocation; instructing R. Kim re: same.
11/03/15	JRK	2.10	Meeting with M. Dunn re: fee allocation spreadsheet; revising fee allocation spreadsheet per M. Dunn's instructions.
11/04/15	BFE	.20	Reviewing letter from R. Fisher.
11/04/15	JRK	.80	Meeting with M. Dunn re: cost spreadsheet; revising spreadsheet per M. Dunn's instructions; drafting email correspondence to M. Dunn re: same.
11/05/15	MSD	.80	Revising fee allocation spreadsheet; telephone call with J. Merryweather; telephone call with D. Glatt and P. Veel.
11/05/15	BFE	1.20	Telephone conference with M. Dunn and email correspondence to R. Fisher in response to her letter of November 4; email correspondence to R. Fisher in response to her further emails of November 5; reviewing and commenting on fee affidavit.
11/06/15	KEH	.20	Receipt of emails and discussions with G. Lauzon re: realty tax arrears at Unit

Invoice #656461 -- page 2

Date	TKID	Hours	Description
			F, 346 Jarvis Street.
11/09/15	MSD	.70	Reviewing fee allocation spreadhseet
11/09/15	BFE	.20	Telephone conference with M. Dunn and further email correspondence with R. Fisher re: scheduling request.
11/10/15	MSD	1.40	Telephone call with J. Merryweather re: fee allocation; drafting report re: same.
11/10/15	GLL	.20	346 Jarvis, Units F and G: Numerous email regarding post closing readjustments.
11/10/15	GLL	.20	355 Weston: numerous email; discussions with M. Dunn; arrangements for payment of funds to Weston Lands Ltd.
11/11/15	BFE	.20	Reading further email correspondence among counsel for parties to the application.
11/12/15	BFE	.20	Reviewing letter from P. Griffin; email correspondence re: proposed 9:30 for Friday (cancelled).
11/13/15	BFE	.20	Reviewing correspondence from B. Grossman and from R. Fisher; emails to M. Dunn and to client.
11/14/15	MSD	1.50	Drafting motion material re: fee allocation.
11/16/15	MSD	1.60	Revising fee allocation report.
11/16/15	BFE	.20	Draft response to R. Fisher.
11/16/15	GLL	.50	777 St. Clarens and 260 Emerson: numerous email; arrangements for payment of funds to Schonfeld Inc.; correspondence to H. Schonfeld; update statements of receipt and disbursement of funds.
11/18/15	MSD	2.30	Drafting approval and allocation motion materials.
11/23/15	MSD	1.50	Telephone call with client re: distribution and other issues; revising fee allocation materials; reviewing material relevant to distribution motion.
11/23/15	BFE	1.00	Telephone conference with H. Schonfeld, J. Merryweather and M. Dunn re: next steps on various issues.
11/23/15	GLL	.20	Draft direction re 1485 Dupont.
11/25/15	MSD	1.30	Drafting motion re: distribution and reviewing documents relevant to same.

Invoice #656461 -- page 3

Date	TKID	Hours	Description
11/26/15	MSD	2.80	Finalizing fee approval material; drafting distribution material; telephone call with applicants' counsel re: distributions; telephone call with H. Schonfeld re: fee allocation; sending Dupont documents.
11/26/15	BFE	.20	Reviewing affidavit of fees.

OUR FEE**\$14,249.50**

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	3.90 hrs	\$850.00	\$3,315.00
KEH	Herlin, Ken	0.20 hrs	\$885.00	\$177.00
MSD	Dunn, Mark	15.60 hrs	\$605.00	\$9,438.00
GLL	Lauzon, Gloria	1.10 hrs	\$435.00	\$478.50
JRK	Kim, Rosel	2.90 hrs	\$290.00	\$841.00
				\$14,249.50

DISBURSEMENTS

Delivery - Courier	37.05
Process Server	540.00
Computer Searches - Westlaw Carswell	265.00

TOTAL DISBURSEMENTS**\$842.05**

TOTAL FEES ON THIS INVOICE	\$14,249.50
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HST ON FEES	1,852.44
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NON TAXABLE DISBURSEMENTS	0.00
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TAXABLE DISBURSEMENTS	842.05
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TOTAL DISBURSEMENTS ON THIS INVOICE	\$842.05
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Invoice #656461 -- page 4

HST ON TAXABLE DISBURSEMENT	109.47
TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$17,053.46

TRUST FUNDS	\$392,457.90
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THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #656461 -- page 5

STATEMENT OF ACCOUNTS RECEIVABLE (Does not include current invoice amount)

DATE	NUMBER	INVOICE AMT	TOTAL PAID/CR	BALANCE DUE
11/04/15	654984	\$20,333.74	\$0.00	\$20,333.74
TOTAL OUTSTANDING INVOICES (IN CDN)				\$20,333.74

Invoice #656461 -- page 6

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 656461 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "B" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "C. J. [unclear]", written over a horizontal line.

A Commissioner for Taking Affidavits



Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.ca

GST Registration Number R119422962

January 5, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 658494

GST/HST REGISTRATION NO. R119422962

Re: Manager

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
11/27/15	MSD	2.30	Finalizing fee approval report; attending office of H. Schonfeld for execution of report and discussing next steps; reviewing material relevant to distribution motion.
11/30/15	JCC	.80	Office conference with M. Dunn; review materials re: lien of Laser Heating and Air Conditioning on 30 Hazelton Avenue; letter to J. Merryweather.
11/30/15	MSD	2.50	Drafting motion re: distribution; instructing C. Fox re: same; calling and emailing re: American Drive and Jarvis claims process issues.
11/30/15	BFE	.20	Emails re: scheduling of case conference and claim by Dickinson Wright.
12/02/15	CEF	4.90	Preparing Hearing Request Form and Motion Record re: motion for fee approval; meeting with M. Shneer and M. Dunn re: same; drafting thirty-seventh report of the manager.
12/03/15	MSD	1.40	Telephone call with L. Wallach re: fees; reviewing documents re: proposed distribution.
12/03/15	CEF	1.20	Preparing Motion Record for motion for approval of fees and activities.
12/04/15	CEF	2.90	Drafting 37th Report of the Manager.
12/07/15	MSD	.50	Revise distribution report; discussion with C. Fox re: same.

Invoice #658494 -- page 2

Date	TKID	Hours	Description
12/08/15	BFE	.30	Reviewing emails from and to R. Fisher, internal emails re: position.
12/09/15	MSD	1.40	Draft motion material re: distribution; call G. Moulton re: same.
12/09/15	CEF	1.10	Reviewing and revising 37th Report of the Manager.
12/10/15	MSD	3.50	Revise motion material re: distribution; e-mails re: costs claims from lien claimants; review material re: claims process.
12/10/15	CEF	.40	Reviewing and revising 37th Report of the Manager.
12/11/15	MSD	2.50	Revise motion for distribution, circulate same.
12/11/15	CEF	1.80	Reviewing and revising 37th Report of the Manager.
12/14/15	MSD	4.80	Finalizing 37th report; telephone call with J. Merryweather and G. Moulton re: same; telephone call with S. Roy; reviewing material and preparing for December 15 attendance.
12/14/15	BFE	.40	Responding to voicemail from M. Dunn; emails to him re: circumstances around Donalda discharge order versus current motion; emails re: scheduling position.
12/14/15	CEF	4.40	Reviewing and revising 37th Report of the Manager; meeting with M. Dunn re: same; attending telephone conferences with M. Dunn, J. Merryweather, S. Roy and G. Moulton.
12/14/15	TAK	2.30	Discussions with C. Fox and M. Dunn; compiling 37th Report Appendices.
12/15/15	MSD	2.80	Court attendance re: scheduling; revising order for discharge.
12/15/15	CEF	4.40	Drafting Notice of Motion and Draft Order re: 37th Report of the Manager; preparing and serving Motion Record re: same.
12/16/15	CEF	.80	Reviewing and revising Draft Order; drafting Factum.
12/17/15	MSD	1.20	Telephone call with S. Roy re: order; finalizing and filing order and motion record; emailing counsel to MTCC 1037.
12/17/15	CEF	3.40	Preparing Factum of the Manager re: Motion for approval of the 37th and 36th Reports; reviewing and revising Draft Order.
12/18/15	MSD	2.10	Revising motion material and factum re: discharge motion; telephone call with D. Brooker and S. Pulver re: potential Wynford claim; emailing S. Roy re: same.

Invoice #658494 -- page 3

Date	TKID	Hours	Description
12/18/15	CEF	4.00	Attending call with M. Dunn and S. Pulver; reviewing and revising Factum of the Manager for Motions returnable December 22, 2015.
12/19/15	CEF	1.10	Reviewing and revising Factum of the Manager for its motions returnable December 22, 2015.
12/20/15	MSD	1.50	Revising factum for December 22, 2015 motion.
12/21/15	MSD	1.80	Finalizing and serving factum; preparing for motion.
12/21/15	CEF	3.60	Reviewing and revising Factum of the Manager for its motions returnable December 22, 2015.
12/21/15	TAK	3.40	Discussions with C. Fox; reviewing and revising factum of the Moving Party; Compiling Book of Authorities; travelling to Commercial List to file documents.
12/22/15	MSD	2.10	Preparing for and attending motion; corresponding and discussing with client re: implementation; discussing with H. Schonfeld re: Jarvis.

OUR FEE**\$34,698.00**

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	0.90 hrs	\$850.00	\$765.00
JCC	Cosentino, Joe	0.80 hrs	\$785.00	\$628.00
MSD	Dunn, Mark	30.40 hrs	\$605.00	\$18,392.00
CEF	Fox, Carlie	34.00 hrs	\$390.00	\$13,260.00
TAK	Kennedy, Theresa	5.70 hrs	\$290.00	\$1,653.00
				\$34,698.00

DISBURSEMENTS

Stationery	77.76
Copies	600.75
Conference Calls	5.95
Set Down Motion	127.00
Delivery - Courier	6.98
Meals, inhouse supply	26.00

Invoice #658494 -- page 4

TOTAL DISBURSEMENTS	\$844.44
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TOTAL FEES ON THIS INVOICE	\$34,698.00
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HST ON FEES	4,510.74
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NON TAXABLE DISBURSEMENTS	127.00
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TAXABLE DISBURSEMENTS	717.44
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TOTAL DISBURSEMENTS ON THIS INVOICE	\$844.44
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HST ON TAXABLE DISBURSEMENT	93.27
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TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$40,146.45
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TRUST FUNDS	\$392,497.63
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THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #658494 -- page 5

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 658494 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "C" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to read "C. Fox", is written over a horizontal line.

A Commissioner for Taking Affidavits

February 29, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 661205

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
01/19/16	MSD	.50	Telephone call with S. Roy re: motion for Jarvis distribution.
01/19/16	CEF	.20	Reviewing Notice of Motion re: the Applicant's motion returnable February 2, 2016; reviewing correspondence re: same.
01/25/16	MSD	1.70	Telephone call with client; emailing with N. Walton; L. Wallach and J. Copelovici re: outstanding issues.
01/28/16	JES	2.30	Researching and drafting e-mail to M. Dunn re: privilege with respect to legal fees.
01/29/16	MSD	.70	Telephone call with lien claimant; emailing with J. Merryweather; reviewing documents re: N. Walton representation about finances.
02/01/16	MSD	2.00	Attending scheduling hearing; reviewing material re: March 15 hearing.
02/08/16	MSD	1.20	Telephone call with D. Glatt; instructing C. Fox re: distribution motion; reviewing fee allocation chart.
02/08/16	CEF	1.70	Reviewing dockets; preparing fee allocation spreadsheet; meeting with M. Dunn re: distributions in respect of Parklane Circle and Cityview.
02/10/16	CEF	.40	Drafting thirty-eighth report of the Manager re: distribution in respect of 44 Park Lane Circle and Cityview.

Invoice #661205 -- page 2

Date	TKID	Hours	Description
02/11/16	MSD	.50	Reviewing motion material re: distribution; reviewing respondents evidence re: March 15 motion.
02/11/16	CEF	4.00	Drafting thirty-eighth report of the Monitor re: distributions in respect of 44 Park Lane Circle and Cityview; meeting with M. Dunn re: same; instructing J. Scholes re: researching priority of constructive trust over proceeds of 44 Park Lane Circle.
02/11/16	JES	.60	Researching priority of constructive trusts.
02/12/16	MSD	1.80	Reviewing and revising distribution report; reviewing N. Walton motion material; drafting response re: same.
02/12/16	CEF	3.20	Reviewing and revising 38th Report of the Manager re: distributions in respect of Park Lane Circle, Cityview and Liberty Village; drafting Notice of Motion and Draft Order re: same.
02/16/16	MSD	.50	Telephone call with J. Merryweather; drafting material re: March 15, 2016 meeting.
02/16/16	CEF	2.10	Revising 38th Report of the Manager re: distributions in respect of Park Lane Circle, Cityview and Liberty Village; preparing interim distribution table re: same; attending at client's offices re: executing 38th Report.
02/17/16	DA	1.10	File motion;
02/17/16	MSD	1.00	Reviewing N. Walton motion materials; drafting response to same; reviewing motion material re: distribution and revise same; reviewing fee allocation chart and sending to J. Merryweather.
02/17/16	CEF	.90	Reviewing Notice of Motion and Affidavit of the Respondents re: Jarvis and Park Lane; reviewing and revising Notice of Motion, Draft Order and Interim Distribution Table re: 38th Report.
02/18/16	DA	1.20	File responding motion;
02/18/16	CEF	2.70	Meeting with M. Dunn re: responding to Motion of N. Walton re: claims process in respect of Jarvis and Park Lane Circle; drafting 39th Report of the Manager re: same; attending to service and filing of Motion Record re: 38th Report.
02/19/16	DA	1.10	Issue and enter order;
02/19/16	MSD	1.00	Meeting with B Empey and C Fox re: update and next steps.

Invoice #661205 -- page 3

Date	TKID	Hours	Description
02/19/16	BFE	1.00	Meeting with M. Dunn, C. Fox re: status of file, the outstanding and pending motions, next steps.
02/19/16	CEF	4.20	Reviewing and revising 39th Report of the Manager re: Jarvis and Park Lane Circle; drafting Factum re: 38th and 39th Reports; meeting with B. Empey and M. Dunn re: motions returnable February 23, 2016.
02/20/16	CEF	3.30	Drafting Factum re: 38th and 39th Reports.
02/21/16	MSD	.80	Revising factum for February 23, 2016 motions.
02/22/16	BFE	.50	Reviewing Supplementary Motion Record; reviewing email exchange between H. Cohen (Walton) and Lencznern and emails between M. Dunn and Schonfeld Inc.
02/22/16	CEF	.30	Preparing Book of Authorities re: motions returnable February 23, 2016; serving Factum and Book of Authorities re: same; attending to filing of same.
02/23/16	MSD	5.20	Prepare for and attend hearing of motion re: distributions and other relief including Walton motion for claims process. Review material re March 15 hearing.
02/23/16	BFE	.40	Reviewing endorsement of Newbould J. from today's motion; reviewing emails of M. Dunn and J. Merryweather re: appearance by Boudie.
02/23/16	CEF	4.00	Preparing for and attending at the Ontario Superior Court of Justice re: motions re: proceeds of Park Lane Circle, 346F Jarvis and Cityview.
02/24/16	MSD	1.30	Draft material re: March 15; draft allocation report; call J. Merryweather.
02/24/16	BFE	.20	Reviewing Orders received from Lenczner.
02/25/16	MSD	2.20	Review materials and draft report for March 15 hearing.
02/25/16	GLL	.80	Numerous email; arrangements for preparation of cheque in payment of the balance of funds in trust for 1003 Queen Street East; correspondence to S. Roy (Lenczner Slaight); update statement of receipts and disbursements of funds and email to H. Schonfeld and J. Merryweather.
02/26/16	MSD	11.20	Review Waltons' motion materials and draft report for March 15 hearing; review correspondence from H. Cohen re: judicial review and draft response.
02/26/16	BFE	.80	Telephone conference with M. Dunn re: March 15th hearing; reviewing Walton Application Record.

Invoice #661205 -- page 4

Date	TKID	Hours	Description
02/26/16	CEF	.70	Meeting with M. Dunn re: hearing of the applicants' application; reviewing respondents' counter-application re: same.
02/27/16	MSD	3.20	Review and revise motion material for March 15 hearing; review and revise letter re: judicial review.
02/27/16	BFE	1.20	Reviewing correspondence from H. Cohen and reviewing comments on draft letter to Court, email comments to M. Dunn; reviewing Walton Application and emailing M. Dunn with points for response.
02/27/16	CEF	3.50	Reviewing and revising 40th Report of the Manager; drafting Notice of Motion re: same.
02/28/16	MSD	1.30	Revise report for March 15 hearing; e-mails with B. Empey.

OUR FEE**\$40,321.00**

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	4.10 hrs	\$875.00	\$3,587.50
MSD	Dunn, Mark	36.10 hrs	\$635.00	\$22,923.50
CEF	Fox, Carlie	31.20 hrs	\$395.00	\$12,324.00
GLL	Lauzon, Gloria	0.80 hrs	\$445.00	\$356.00
JES	Scholes, Jane	2.90 hrs	\$290.00	\$841.00
DA	Clerk, Litigation	3.40 hrs	\$85.00	\$289.00
				\$40,321.00

DISBURSEMENTS

Copies	465.50
Meals	15.62
Conference Calls	2.06
Set Down Motion	254.00
Delivery - Courier	40.10
Meals, inhouse supply	6.50
Process Server	75.50

TOTAL DISBURSEMENTS**\$859.28**

Invoice #661205 -- page 5

TOTAL FEES ON THIS INVOICE		\$40,321.00
HST ON FEES		5,241.73
NON TAXABLE DISBURSEMENTS	254.00	
TAXABLE DISBURSEMENTS	605.28	
TOTAL DISBURSEMENTS ON THIS INVOICE		\$859.28
HST ON TAXABLE DISBURSEMENT		78.69
TOTAL THIS INVOICE (CANADIAN DOLLARS)		\$46,500.70

TRUST FUNDS	\$298,154.44
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THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #661205 -- page 6

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 661205 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "D" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to read "C. Fox", is written above a horizontal line.

A Commissioner for Taking Affidavits

March 31, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 662916

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
02/29/16	MSD	3.20	Revising and circulating motion material re: March 15 and letter re: recusal motion.
02/29/16	BFE	1.80	Reviewing and commenting on draft 40th Report; reviewing correspondence from counsel re: 9:30 appointment request, discussing same with M. Dunn, by email.
02/29/16	CEF	3.10	Attending telephone conference with J. Merryweather and M. Dunn re: response to N. Walton's judicial review; reviewing and revising 40th Report of the Manager; drafting Notice of Motion re: striking portions of the Respondents' Counterapplication.
03/01/16	MSD	3.20	Telephone call with client re: motion; application and correspondence re: March 15; revising correspondence and materials.
03/01/16	BFE	.50	Reviewing and commenting on revised draft of 40th Report; reviewing of and emails with J. Merryweather and M. Dunn about, letter to Court.
03/01/16	CEF	1.70	Attending telephone conference with H. Schonfeld, J. Merryweather and M. Dunn; reviewing and revising 40th Report of the Manager.
03/02/16	MSD	2.30	Revising motion material; discussing with client and C. Fox re: same.
03/02/16	BFE	.20	Reviewing email from J. Merryweather re: comments on 40th Report;

Invoice #662916 -- page 2

Date	TKID	Hours	Description
			reviewing letter from S. Roy to Court.
03/02/16	CEF	2.40	Attending call with H. Schonfeld, J. Merryweather and M. Dunn re: 40th Report; reviewing and revising same; compiling appendices to same; reviewing Applicants' materials re: Respondents' motion for recusal.
03/03/16	MSD	1.30	Meeting with H. Schonfeld re: report and update; revising and revising order; reviewing material re: March 15 hearing.
03/03/16	BFE	.20	Reviewing email from Court, discussing with M. Dunn.
03/03/16	CEF	2.60	Reviewing and revising Notice of Motion re: motion to strike portions of the Respondents' Notice of Counter Application; compiling Manager's Motion Record; attending to service of same; drafting Order re: motion to strike.
03/04/16	MSD	1.20	Receiving and reviewing motion material and facta; forwarding same to client.
03/04/16	BFE	.60	Reading facta served by several parties.
03/04/16	CEF	.80	Preparing materials for hearing of the Application and Counter Application; reviewing Respondents' motion record re: recusal.
03/05/16	CEF	1.70	Drafting factum re: motion to strike portions of the Respondents' Counterapplication.
03/06/16	MSD	.30	Reviewing facta filed by DeJongs and Condos.
03/07/16	BFE	2.40	Reading materials served by various parties for March 15 applications.
03/07/16	CEF	6.00	Attending at the Ontario Superior Court of Justice re: Respondents' motion for consolidation; drafting Factum re: motion to strike.
03/08/16	BFE	2.20	Reviewing materials served by H. Cohen for recusal motion on March 10th, consider response; reviewing, editing and discussing draft factum for March 15th hearing.
03/08/16	CEF	3.60	Drafting letter to J. Brudner re: 1485 Dupont; reviewing and revising Factum re: motion to strike; revising Book of Authorities re: same.
03/08/16	GLL	.30	Numerous email with M. Dunn and review trust funds statements to confirm status of trust funds for City View and Prince Edwards Properties.
03/08/16	JES	.60	Preparing Book of Authorities for Motion to Strike Respondent's Notice of Application.

Invoice #662916 -- page 3

Date	TKID	Hours	Description
03/09/16	JJD	.60	Attending at the Ontario Superior Court of Justice re: filing Facta and Books of Authorities re: Motion to Strike and Recusal
03/09/16	MSD	6.70	Reviewing and finalizing Factum re: application on March 15 and related motion by the Manager; draft Factum re: recusal motion; telephone call with B. Empey re: Factum and motion; emailing with client re: same.
03/09/16	BFE	3.50	Reviewing and commenting on draft Factum for March 10 motion; telephone conference with M. Dunn re: tomorrow's motion; reviewing materials in preparation for tomorrow's motion.
03/09/16	CEF	6.90	Reviewing and revising Facta re: motion to strike and recusal; attending to service and filing of same.
03/10/16	MSD	1.30	Attend recusal motion; discuss scheduling matters with various counsel; revise allocation report.
03/10/16	BFE	5.00	Preparing for and participating at hearing of Walton's recusal motion; discussions with counsel re: scheduling.
03/10/16	CEF	4.70	Preparing and reviewing materials re: Recusal Motion; attending at the Ontario Superior Court of Justice re: same.
03/11/16	BFE	.30	Reviewing endorsement of Newbould J. and reporting to clients on results and scheduling of main application.
03/13/16	CEF	1.50	Preparing 41st Report of the Manager re: motion for disclosure re: payment of H. Cohen's fees.
03/14/16	CEF	.80	Preparing correspondence to J. Brudner re: Dupont; drafting report re: motion for production of materials relating to payment of H. Cohen's fees.
03/15/16	CEF	3.20	Drafting correspondence to J. Brudner re: Dupont; preparing transcription of the endorsement of Newbould J. re: recusal motion.
03/17/16	MSD	.80	Draft fee allocation report; respond to update e-mail.
03/18/16	CEF	3.70	Preparing for and attending call with H. Schonfeld, J. Merryweather and M. Dunn; drafting 41st Report re: fee allocation; drafting letters to counsel re: 777 St. Clarens Avenue and 2 Kelvin Street.
03/21/16	CEF	1.40	Revising 41st Report of the Manager; revising letters to L. Zimmerman and B. Gropper.
03/22/16	CEF	2.20	Reviewing and revising the 41st Report of the Manager; corresponding with

Invoice #662916 -- page 4

Date	TKID	Hours	Description
			H. Shonfeld and J. Merryweather re: same.
03/23/16	CEF	.20	Drafting correspondence to S. Thom re: 153 Eddystone Avenue.
03/25/16	CEF	1.20	Drafting Hearing Request Form, Notice of Motion and Draft Order re: 41st Report.

OUR FEE**\$47,106.50**

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	16.70 hrs	\$875.00	\$14,612.50
MSD	Dunn, Mark	20.30 hrs	\$635.00	\$12,890.50
CEF	Fox, Carlie	47.70 hrs	\$395.00	\$18,841.50
GLL	Lauzon, Gloria	0.30 hrs	\$445.00	\$133.50
JES	Scholes, Jane	0.60 hrs	\$290.00	\$174.00
JJD	Di Bartolomeo, Julian	0.60 hrs	\$290.00	\$174.00
DA	Clerk, Litigation	3.30 hrs	\$85.00	\$280.50
				\$47,106.50

DISBURSEMENTS

Copies	2,337.25
Meals	15.00
Conference Calls	4.55
Delivery - Courier	15.52
Meals, inhouse supply	19.50
Computer Searches - Westlaw Carswell	186.00

TOTAL DISBURSEMENTS**\$2,577.82**

TOTAL FEES ON THIS INVOICE

\$47,106.50

HST ON FEES

6,123.85

Invoice #662916 -- page 5

NON TAXABLE DISBURSEMENTS	0.00
TAXABLE DISBURSEMENTS	2,577.82
TOTAL DISBURSEMENTS ON THIS INVOICE	\$2,577.82
HST ON TAXABLE DISBURSEMENT	335.12
TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$56,143.29

TRUST FUNDS	\$298,174.78
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THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #662916 -- page 6

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 662916 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "E" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "C. Fox", is written over a horizontal line.

A Commissioner for Taking Affidavits

April 30, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 664896

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
03/07/16	MSD	.60	Emailing with client and C. Fox re: tracing and Dupont accounting.
03/08/16	MSD	.60	Emailing with R. Fisher re: Cecil; reviewing factum of moving party re: recusal.
03/11/16	MSD	.80	Receiving and reviewing recusal decision.
04/04/16	CEF	2.50	E-mailing J. Simpson re: American Drive; drafting 42nd Report of the Manager.
04/05/16	CEF	2.30	Meeting with M. Dunn re: 42nd Report; drafting same.
04/06/16	MSD	.70	Discussing with C. Fox re: 42nd report and related matters.
04/06/16	CEF	1.20	Attending call with Commercial List re: scheduling motion; emailing counsel re: same; preparing hearing request form; meeting with M. Dunn re: 42nd Report.
04/06/16	GLL	.20	Review parcel register for 153 Eddystone Place and email from and to J. Merryweather regarding construction liens.
04/07/16	CEF	2.40	Drafting 42nd Report of the Manager.
04/11/16	MSD	.50	Revising 42nd report re: various matters; Reviewing documents re: same.

Invoice #664896 -- page 2

Date	TKID	Hours	Description
04/11/16	CEF	.10	Emailing service list re: scheduling of the Manager's motion.
04/12/16	MSD	2.20	Reviewing and revising 42nd report.
04/12/16	CEF	2.70	Reviewing and revising 42nd Report; drafting Notice of Motion.
04/13/16	MSD	.80	Reviewing 42nd report and J. Merryweather comments re: same.
04/13/16	CEF	2.30	Compiling appendices to the 42nd Report; reviewing and revising 42nd Report.
04/14/16	MSD	1.20	Revising 42nd report; attending 9:30 am case conference; reporting to client re: scheduling and other issues.
04/14/16	CEF	.40	Reviewing and revising letter to Commercial List re: amending order re: 65 Heward.
04/15/16	CEF	1.30	Reviewing and revising 42nd Report of the Manager; drafting correspondence re: CRA request re: William Morgan Lands.
04/18/16	MSD	.50	Reviewing and revising 42nd report; corresponding with H. Cohen re: scheduling issues.
04/18/16	BFE	.40	Reviewing extensive email correspondence re: tomorrow's case conference.
04/18/16	CEF	3.50	Revising 42nd Report; compiling appendices to same; drafting Notice of Motion and Draft Order.
04/19/16	MSD	1.70	Preparing for and attending chambers conference; Telephone call with counsel to Tarion; discussing with K. Herlin and C. Fox re: same; Reviewing documents re: Tarion deposit.
04/19/16	BFE	.40	Reviewing emails re: today's case conference, and wrongful allegations by H. Cohen.
04/19/16	CEF	3.60	Attending at the Ontario Superior Court of Justice re: Respondents' motion for a stay pending resolution of criminal proceedings; drafting report re: same; reviewing correspondence between client and Toronto Police Services; meeting with M. Dunn re: same; attending call with M. Dunn and K. Herlin re: purchaser's claim to the Tarion Deposit re: 1003 Queen Street.
04/19/16	KEH	.50	Telephone call from M. Dunn re: 1003 Queen Street East; discuss dispute with respect Tarion warranty deposit; locate file; forward agreement of purchase and sale to him; briefly review closing documents re: ownership of deposit.

Invoice #664896 -- page 3

Date	TKID	Hours	Description
04/20/16	BFE	.20	Reviewing emails re: Tarion and re: the police.
04/20/16	CEF	3.80	Drafting Factum re: motion returnable May 3, 2016; reviewing Agreement for Purchase and Sale and Approval and Vesting Order re: 1003 Queen Street East; drafting summary re: same.
04/21/16	MSD	.50	Drafting letter to H. Cohen re: criminal charges; finalizing and signing letter to I. Pollack re: deposit; telephone call with S Roy.
04/21/16	CEF	5.00	Reviewing and revising letter re: Tarion deposit; revising 42nd Report; drafting letter to H. Cohen re: correspondence with Toronto Police; drafting Factum for the motion returnable May 3, 2016.
04/22/16	CEF	3.30	Researching re: solicitor-client privilege; drafting Factum re: motions returnable May 3, 2016.
04/25/16	BFE	.30	Reviewing and commenting on draft letter to H. Cohen.
04/25/16	CEF	4.40	Reviewing and revising letter to H. Cohen re: correspondence with Toronto Police; reviewing and revising Factum re: motions returnable May 3, 2016.
04/26/16	MSD	.30	Telephone call with S. Roy re: distributions; reviewing notice of motion and draft order.
04/26/16	CEF	4.50	Compiling Motion Record for the Manager's Motion returnable May 3, 2016; reviewing and revising Notice of Motion and Draft Order re: same; reviewing and revising Factum.
04/27/16	CEF	3.60	Attending to service of Motion Record re: 42nd Report; reviewing and revising Factum re: 42nd Report.
04/28/16	CEF	1.90	Attending at Ontario Superior Court of Justice; attending call with M. Brzezinski re: disclosure from Dupont Mortgagees; drafting report of same.
04/29/16	MSD	3.10	Reviewing and revising factum and addendum.
04/29/16	CEF	6.30	Reviewing and revising Factum re: motions returnable May 3, 2016; preparing Book of Authorities re: same; researching re: waiving solicitor-client privilege; drafting Addendum to the 42nd Report.
04/30/16	MSD	3.80	Revising factum and reviewing relevant law.

OUR FEE**\$34,522.50**

Invoice #664896 -- page 4

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	1.30 hrs	\$875.00	\$1,137.50
KEH	Herlin, Ken	0.50 hrs	\$905.00	\$452.50
MSD	Dunn, Mark	17.30 hrs	\$635.00	\$10,985.50
CEF	Fox, Carlie	55.10 hrs	\$395.00	\$21,764.50
GLL	Lauzon, Gloria	0.20 hrs	\$445.00	\$89.00
DA	Clerk, Litigation	1.10 hrs	\$85.00	\$93.50
				\$34,522.50

DISBURSEMENTS

Parking/ Cab / Mileage	10.29
Copies	1,004.50
Computer Searches - QL System	112.89
Meals	17.57
Conference Calls	11.44
Set Down Motion	254.00
Delivery - Courier	6.42
Computer Searches - Westlaw Carswell	220.50

TOTAL DISBURSEMENTS	\$1,637.61
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TOTAL FEES ON THIS INVOICE	\$34,522.50
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HST ON FEES	4,487.93
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NON TAXABLE DISBURSEMENTS	254.00
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TAXABLE DISBURSEMENTS	1,383.61
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TOTAL DISBURSEMENTS ON THIS INVOICE	\$1,637.61
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HST ON TAXABLE DISBURSEMENT	179.87
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TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$40,827.91
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Invoice #664896 -- page 5

TRUST FUNDS

\$298,212.09

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #664896 -- page 6

PAYMENT OPTIONS

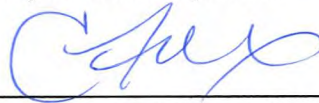
**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 664896 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "F" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be 'C. Empey', is written over a horizontal line.

A Commissioner for Taking Affidavits

May 31, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 666134

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
05/01/16	CEF	5.10	Researching re: waiver of solicitor-client privilege; reviewing and revising Factum; compiling Addendum to the 42nd Report; reviewing and revising Book of Authorities.
05/02/16	MSD	6.50	Preparing for hearing of fee allocation and privilege motion; telephone calls with L. Corne; telephone calls with H. Schonfeld re: instructions for motion.
05/02/16	CEF	7.30	Reviewing and revising Factum; revising Book of Authorities; attending to service and filing of same; preparing materials for Motion returnable May 3, 2016; reviewing affidavit of N. Walton.
05/03/16	MSD	4.80	Preparing for and attending motion hearing; reviewing documents re: next steps; telephone calls and emails re: same; emailing re: fee allocation challenge.
05/03/16	DEF	.20	Search corporate history, including: conduct on-line search for information on public record; as required re Blue Parrot Properties Ltd.
05/03/16	CEF	3.70	Attending at the Ontario Superior Court of Justice re: Manager's motions for approval of fee allocation methodology, disclosure from the Respondents and the Dupont Mortgagees and other relief; reviewing cross-examination transcript of N. Walton.

Invoice #666134 -- page 2

Date	TKID	Hours	Description
05/03/16	GLL	.60	Discussions with M. Dunn; subsearch title to Bracebridge properties and provide parcel registers and vesting order to M. Dunn; obtain corporation profile reports for Enliven Muskoka Inc., Cottages Muskoka Inc. and Aspire Muskoka Inc.
05/04/16	MSD	1.30	Telephone calls with S. Roy and H. Schonfeld re: next steps and various issues; reviewing dockets requested by DuPont mortgages.
05/04/16	DEF	.20	Search corporate history, including: conduct on-line search for information on public record; as required re Sancus Properties Ltd.
05/04/16	DEF	.30	Search Ontario corporate history, including: conduct on-line search for information on public record; arrange for searches of historical directors/officers, obtaining document list and point in time reports re Blue Parrot Properties Ltd.
05/04/16	CEF	1.60	Reviewing receivership materials relating to the purchase of the Bracebridge property; reviewing fee allocation spreadsheet; reviewing corporate profiles of companies involved in the purchase of the Bracebridge property.
05/05/16	CEF	.70	Attending to service of Order and Endorsement re: motions returnable May 3, 2016; reviewing and revising service list.
05/06/16	MSD	3.30	Reviewing Walton factum and Manager's material relevant to counter application; reviewing dockets and drafting email to L. Corne re: DuPont mortgagee opposition to fee allocation and production of HST indemnity; telephone call with H. Schonfeld.
05/06/16	CEF	2.20	Reviewing Respondents' Factum re: Counter-Application; meeting with M. Dunn re: same; reviewing Rules of Civil Procedure re: appeal periods; attending call with Commercial List re: scheduling return of the fee allocation methodology motion.
05/09/16	CEF	1.30	Reviewing Respondents' factum, Manager's factum and Manager's 40th report.
05/10/16	CEF	.40	Attending call with Commercial List re: scheduling return of fee allocation methodology motion; drafting email to H. Cohen re: disclosure obligations.
05/10/16	KEH	.20	Meeting with clerk to review payments from mortgagee and distribution of same.
05/11/16	CEF	1.50	Drafting Supplemental Report to the 40th Report of the Manager re: involvement with Toronto Police investigation; attending call with M. Dunn

Invoice #666134 -- page 3

Date	TKID	Hours	Description
			re: same.
05/13/16	CEF	.50	Reviewing correspondence and amended factum of the Respondents.
05/16/16	CEF	2.50	Reviewing and revising the Manager's Supplemental Report to the Fortieth Report; emailing H. Schonfeld and J. Merryweather re: same; reviewing Applicants' Factum; emailing B. Zinman re: scheduling motion for approval of fee allocation methodology; drafting direction re: Peel Education settlement.
05/17/16	CEF	.70	Emailing P. Shea re: Peel Education settlement; attending call with Commercial List re: scheduling motion for approval of fee allocation methodology and authorization to make interim distributions; reviewing correspondence from J. Parise re: Blue Parrot.
05/18/16	MSD	1.80	Reviewing draft motion material re: Wallach fees and drafting response; reviewing final supplementary report re: police investigation; reviewing applicants factum.
05/18/16	CEF	.80	Reviewing and revising Supplemental Report to the 40th Report of the Manager; serving same.
05/19/16	CEF	.20	Revising Service List; attending to filing of Supplemental Report to the Fortieth Report.
05/20/16	CEF	.10	Revising Service List.
05/24/16	CEF	.20	Reviewing comments re: L. Zimmerman fee affidavit.
05/25/16	CEF	.80	Attending call with Commercial List re: scheduling return of allocation motion; emailing S. Roy and B. Zinman re: same.
05/26/16	CEF	.20	Corresponding with B. Zinman and D. Glatt re: scheduling return of allocation methodology motion.
05/30/16	CEF	3.80	Attending call with D. Glatt re: scheduling return of allocation motion; preparing materials for hearing of application returnable June 3, 2016.

OUR FEE**\$25,464.00**

Invoice #666134 -- page 4

TKID	NAME	HOURS	RATE	TOTAL
KEH	Herlin, Ken	0.20 hrs	\$905.00	\$181.00
MSD	Dunn, Mark	17.70 hrs	\$635.00	\$11,239.50
CEF	Fox, Carlie	33.60 hrs	\$395.00	\$13,272.00
DEF	Ferreira, Diane	0.70 hrs	\$320.00	\$224.00
GLL	Lauzon, Gloria	0.60 hrs	\$445.00	\$267.00
DA	Clerk, Litigation	3.30 hrs	\$85.00	\$280.50
				\$25,464.00

DISBURSEMENTS

Searches - Corporate/Lien - Disbursement(s)	19.00
Searches - Corporate/Lien - Fee(s)	45.00
Copies	607.50
Computer Searches - QL System	3.40
Search - EDD	84.00
Delivery - Courier	19.43
Search - Corporate	36.00
Search - Sub	123.45

TOTAL DISBURSEMENTS	\$937.78
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TOTAL FEES ON THIS INVOICE	\$25,464.00
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HST ON FEES	3,310.32
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NON TAXABLE DISBURSEMENTS	0.00
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TAXABLE DISBURSEMENTS	937.78
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TOTAL DISBURSEMENTS ON THIS INVOICE	\$937.78
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HST ON TAXABLE DISBURSEMENT	121.91
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TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$29,834.01
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Invoice #666134 -- page 5

TRUST FUNDS

\$298,233.01

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #666134 -- page 6

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 666134 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "G" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "C. J. [unclear]", written over a horizontal line.

A Commissioner for Taking Affidavits

June 29, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 667907

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
05/16/16	MSD	1.30	Review and revise supplemental report to the 40th report; review amended factum and consider response; review Blue Parrot documentation from H. Cohen.
05/19/16	MSD	1.10	Call between M. Dunn and A. Slavens re: Tarion issues; review material re: same.
05/25/16	MSD	.90	Review documents re: St. Clarens/Hazelton issues; e-mails re: same with J. Merryweather; e-mails with opposing counsel and C. Fox re: motion dates.
05/30/16	MSD	3.30	Review motion materials and prepare for oral argument.
05/31/16	MSD	3.50	Calls between M. Dunn, B. Empey and S. Roy; review motion materials; prepare for oral argument.
05/31/16	CEF	1.80	Preparing materials for the Application returnable June 3, 2016.
06/01/16	MSD	3.30	Review materials and draft outline of argument; review new issues raised by respondents re: criminal disclosure; discussions between M. Dunn and C. Fox re: motion strategy and materials.
06/01/16	CEF	3.90	Preparing materials for the Application returnable June 3, 2016; corresponding with D. Glatt re: same.

Invoice #667907 -- page 2

Date	TKID	Hours	Description
06/02/16	MSD	6.10	Review facta filed by the parties; review new compendia; prepare outline for oral argument; e-mails and calls between M. Dunn and various counsel.
06/02/16	CEF	4.60	Compiling compendium; corresponding with D. Glatt and clients re: Cecil Lighthouse Inc. transfers to Rose & Thistle; meeting with M. Dunn re: same; attending to filing materials re: Application returnable June 3, 2016.
06/02/16	NIK	1.50	Reviewing and summarizing appraisal reports in Application Record of the Respondents.
06/03/16	MSD	9.70	Prepare for and attend application meeting.
06/03/16	CEF	8.80	Preparing for and attending Application hearing.
06/06/16	CEF	.10	Emailing B. Zinman re: scheduling allocation motion.
06/13/16	CEF	.10	Attending call with B. Zinman re: scheduling allocation methodology motion.
06/27/16	CEF	3.00	Drafting 43rd Report of the Manager re: interim distribution in respect of Northern Dancer; attending call with Commercial list re: motion scheduling; emailing counsel re: same; reviewing supplementary submissions of the Applicant.
06/28/16	CEF	1.30	Reviewing and revising 43rd Report of the Manager; compiling appendices to same; drafting Notice of Motion and Draft Order re: interim distributions in respect of Northern Dancer.

OUR FEE**\$28,617.00**

TKID	NAME	HOURS	RATE	TOTAL
MSD	Dunn, Mark	29.20 hrs	\$635.00	\$18,542.00
CEF	Fox, Carlie	23.60 hrs	\$395.00	\$9,322.00
NIK	Kermani, Niki	1.50 hrs	\$230.00	\$345.00
DA	Clerk, Litigation	4.80 hrs	\$85.00	\$408.00
				\$28,617.00

DISBURSEMENTS

Parking/ Cab / Mileage	30.91
Copies	512.50

Invoice #667907 -- page 3

Delivery - Courier

3.30

TOTAL DISBURSEMENTS**\$546.71**

TOTAL FEES ON THIS INVOICE

\$28,617.00

HST ON FEES

3,720.21

NON TAXABLE DISBURSEMENTS

0.00

TAXABLE DISBURSEMENTS

546.71

TOTAL DISBURSEMENTS ON THIS INVOICE

\$546.71

HST ON TAXABLE DISBURSEMENT

71.07

TOTAL THIS INVOICE (CANADIAN DOLLARS)**\$32,954.99**

TRUST FUNDS

\$298,233.01

Invoice #667907 -- page 4

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GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #667907 -- page 5

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 667907 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "H" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "C. Lopez", is written above a horizontal line.

A Commissioner for Taking Affidavits

July 29, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 669449

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
06/27/16	MSD	.40	Review and revise 43rd report.
06/28/16	MSD	.30	Finalize 43rd report; review e-mails re: outstanding issues.
06/29/16	MSD	.70	Discussion between M. Dunn and B. Empey re: status of file and June 3 hearing.
06/29/16	CEF	.90	Reviewing and revising Notice of Motion and Draft Order re: motion for authorization to make interim distributions in respect of Northern Dancer; drafting hearing request form; preparing Motion Record.
06/30/16	MSD	.30	Review Notice of Motion and Order re: interim distribution; e-mails with C. Fox re: scheduling issues.
06/30/16	CEF	1.40	Emailing service list re: scheduling motion re: Northern Dancer; emailing B. Zinman re: scheduling allocation methodology motion; reviewing and revising Motion Record re: Northern Dancer; preparing Notice of Return of Motion re: allocation methodology motion.
07/04/16	MSD	1.20	Discussions re: Tarion; review draft Order; review motion material re: Wallach and Zimmerman fees.
07/04/16	CEF	.90	Attending to service and filing of the Manager's Motion Record and Notice of Return of Motion; drafting Order re: claims process in respect of Queen's

Invoice #669449 -- page 2

Date	TKID	Hours	Description
			Corner Corp.
07/05/16	MSD	.70	Discussions with C. Fox re: Tarion claims process order; review and revise same; discussions with J. Wadden re: same.
07/05/16	CEF	1.40	Drafting order authorizing claims process in respect of Queen's Corner Corp.; meeting with M. Dunn re: same.
07/06/16	MSD	1.30	Revise Order re: Queens Plate.
07/07/16	MSD	.30	Review precedent order for Tarion claims process; revise order re: same.
07/07/16	CEF	.60	Reviewing and revising draft order re: Queen's Corner Corp. claims process; meeting with M. Dunn re: same.
07/08/16	CEF	.20	Reviewing correspondence to the Court from H. Cohen re: supplementary submissions; corresponding with R. Pollock re: Queen's Corner.
07/13/16	CEF	.80	Preparing for motion for authorization to make interim distributions in respect of Northern Dancer.
07/14/16	CEF	1.50	Preparing for and attending at the Ontario Superior Court of Justice re: motion for authorization to make interim distributions in respect of Northern Dancer; attending to entering Order re: same; emailing Service List and J. Merryweather re: same.
07/19/16	MSD	.50	Discussions with C. Fox and B. Empey re: wag motion; call with S. Roy and emails with client re: same.
07/19/16	BFE	.20	Reviewing emails re: WAGG motion; telephone conference with M. Dunn re: WAGG motion.
07/19/16	CEF	.30	Corresponding with clients re: Respondents' Wagg Motion; meeting with M. Dunn re: same.
07/21/16	CEF	.10	Attending call with L. King re: Wagg Motion.

OUR FEE**\$7,113.00**

Invoice #669449 -- page 3

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	0.20 hrs	\$875.00	\$175.00
MSD	Dunn, Mark	5.70 hrs	\$635.00	\$3,619.50
CEF	Fox, Carlie	8.10 hrs	\$395.00	\$3,199.50
DA	Clerk, Litigation	1.40 hrs	\$85.00	\$119.00
				\$7,113.00

DISBURSEMENTS

Copies	0.50
Set Down Motion	252.00

TOTAL DISBURSEMENTS	\$252.50
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TOTAL FEES ON THIS INVOICE	\$7,113.00
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HST ON FEES	924.69
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NON TAXABLE DISBURSEMENTS	252.00
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TAXABLE DISBURSEMENTS	0.50
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TOTAL DISBURSEMENTS ON THIS INVOICE	\$252.50
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HST ON TAXABLE DISBURSEMENT	0.07
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TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$8,290.26
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TRUST FUNDS	\$298,250.49
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Invoice #669449 -- page 4

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #669449 -- page 5

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 669449 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "I" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to be "C. J. [unclear]", written over a horizontal line.

A Commissioner for Taking Affidavits

August 31, 2016

Schonfeld Inc.
3000 North Tower, TD Centre
77 King St. W.
PO Box 85
Toronto, ON
Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 670922

GST/HST REGISTRATION NO. R119422962

Re: Manager

**TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
MATTER INCLUDING THE FOLLOWING:**

Date	TKID	Hours	Description
08/02/16	CEF	.40	Reviewing Respondents' supplementary reply submissions; corresponding with J. Merryweather re: discharge of West Mall receiver.
08/04/16	CEF	.10	Reviewing correspondence from J. Merryweather re: communication with TPS.
08/16/16	CEF	.20	Reviewing and responding to correspondence from J. Merryweather re: motion returnable September 16, 2016.
08/18/16	MSD	.80	Review report re: Queens Plate distribution issues; discussions between M. Dunn, J. Wadden and D. Wiseman re: Tarion issues; call between M. Dunn and H. Schonfeld re: various motions and next steps.
08/23/16	MSD	1.30	Discussion between M. Dunn and A. Slavens re: Tarion/Queens Plate issue; review order and send to A. Slavens; draft report re: same.
08/23/16	BFE	.20	Reviewing emails re: motion for source of retainer funds.
08/23/16	CEF	.10	Reviewing correspondence of H. Cohen re: chambers appointment for declaration re: source of retainer funds.

OUR FEE**\$1,824.50**

Invoice #670922 -- page 2

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	0.20 hrs	\$875.00	\$175.00
MSD	Dunn, Mark	2.10 hrs	\$635.00	\$1,333.50
CEF	Fox, Carlie	0.80 hrs	\$395.00	\$316.00
				\$1,824.50

DISBURSEMENTS

Copies	0.25
Set Down Motion	2.00

TOTAL DISBURSEMENTS	\$2.25
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TOTAL FEES ON THIS INVOICE	\$1,824.50
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HST ON FEES	237.19
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NON TAXABLE DISBURSEMENTS	2.00
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TAXABLE DISBURSEMENTS	0.25
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TOTAL DISBURSEMENTS ON THIS INVOICE	\$2.25
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HST ON TAXABLE DISBURSEMENT	0.03
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TOTAL THIS INVOICE (CANADIAN DOLLARS)	\$2,063.97
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TRUST FUNDS	\$298,267.39
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Invoice #670922 -- page 3

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

Invoice #670922 -- page 4

PAYMENT OPTIONS

**Cheque payable to GOODMAN'S LLP - mailed to our office; OR
by Wire Transfer - to Goodmans account:**

Canadian \$ General Account

<u>Beneficiary Bank:</u>	TD Canada Trust 394 Bay Street Toronto, ON M5H 2Y3
<u>Swift Code:</u>	TDOMCATTTOR
<u>Beneficiary:</u>	Goodmans LLP 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7
<u>Beneficiary Bank:</u>	004
<u>Beneficiary Transit:</u>	12162
<u>Beneficiary Account:</u>	0552488
<u>Payment Details:</u>	Re: Brian F. Empey, Matter # 140074, Invoice # 670922 (Please include all invoice numbers)

*****Please also email Wire Payment Details to: collections@goodmans.ca***

This is Exhibit "J" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to read "C. Alex", is written above a horizontal line.

A Commissioner for Taking Affidavits

September 30, 2016

Schonfeld Inc.
 3000 North Tower, TD Centre
 77 King St. W.
 PO Box 85
 Toronto, ON
 Canada M5K 1G8

ATTENTION: S. Harlan Schonfeld

OUR FILE NO. SFDI 140074

OUR INVOICE NO. 672478

GST/HST REGISTRATION NO. R119422962

Re: Manager

TO OUR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH THE ABOVE NOTED
 MATTER INCLUDING THE FOLLOWING:

Date	TKID	Hours	Description
08/30/16	CEF	.10	Reviewing correspondence from the Respondents re: scheduling motion.
09/07/16	CEF	2.20	Preparing materials for motions returnable September 16, 2016; drafting letter to R. Pollock re: Queen's Corner Corp.; drafting 44th Report of the Manager; meeting with M. Dunn re: same.
09/08/16	CEF	1.10	Reviewing and revising Forty-Fourth Report of the Manager.
09/09/16	MSD	1.30	Review and revise report re: Tarion; call between M. Dunn and A. Slavens re: same; e-mails with C. Fox.
09/09/16	CEF	1.10	Drafting Notice of Motion; reviewing and revising 44th Report.
09/10/16	CEF	.10	Corresponding with Respondents re: scheduling chambers appointment; reviewing correspondence of R. Pollock.
09/12/16	MSD	.30	Reviewing material re: allocation motion; emails with client re: same.
09/12/16	CEF	1.80	Drafting addendum to the 41st Report of the Manager re: updated allocation analysis; reviewing and revising same.
09/13/16	KBM	.90	Attending at the Ontario Superior Court of Justice (Commercial List) re: filing materials in respect of the Manager's Motions returnable September 16, 2016.
09/13/16	MSD	1.10	Call between M. Dunn and client re: motions; discussions with C. Fox re:

Invoice #672478 -- page 2

Date	TKID	Hours	Description
			same; emails re: various issues with C. Fox.
09/13/16	CEF	3.00	Attending call with H. Schonfeld, J. Merryweather and M. Dunn re: Queen's Corner Claims Process; revising 44th Report of the Manager; emailing B. Gropper; revising addendum to the 41st Report of the Manager; emailing J. Merryweather re: same; compiling Supplementary Motion Records of the Manager; attending to service of same; responding to correspondence from counsel to the Cityview lien claimants and counsel to the DeJongs.
09/14/16	MSD	.70	Reviewing motion material and preparing for oral argument.
09/14/16	CEF	.90	Reviewing correspondence from counsel to the Cityview Lien Claimants; emailing J. Merryweather re: same; attending call with B. Zinman re: same; reviewing Respondent's Motion Record re: motion for declaration re: funds used to pay legal fees.
09/15/16	MSD	.50	Emails with J. Merryweather; reviewing material and preparing for motion.
09/15/16	CEF	1.10	Reviewing and revising draft order; attending calls with J. Merryweather, M. Dunn and D. Glatt re: motions for fee allocation approval and interim distributions.
09/16/16	MSD	2.70	Preparing for and attending motion re: fee allocation and other issues.
09/16/16	CEF	2.80	Attending at the Ontario Superior Court of Justice re: Motion for approval of a fee allocation methodology and authorization to make interim distributions; circulating draft order; corresponding with B. Zinman re: same.
09/19/16	CEF	.50	Corresponding with counsel re: draft order approving fee allocation and authorizing interim distributions; attending to filing of same.
09/19/16	GLL	.30	Numerous email; arrangements for payment of trust funds for CityView property; correspondence to H. Schonfeld; update statement of receipt and disbursement of funds.
09/20/16	BFE	.20	Overseeing response to emailed question from Justice Newbould.
09/20/16	CEF	1.80	Reviewing correspondence of Justice Newbould re: request for Manager's Report; reviewing materials re: Same; attending call with J. Merryweather re: same; corresponding with M. Dunn re: same.
09/21/16	MSD	.50	Telephone call with C. Fox re: document request; emails re: same; telephone call with J. Merryweather; responding to same.
09/21/16	CEF	.70	Attending call with J. Merryweather and M. Dunn; drafting email to Justice

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Date	TKID	Hours	Description
			Newbould.
09/26/16	CEF	2.40	Attending call with Commercial List re: scheduling motion; reviewing correspondence from J. Merryweather re: issues to be reported by the Monitor; meeting with M. Dunn re: same; drafting 44th Report of the Manager; preparing Hearing Request Form.
09/27/16	CEF	3.90	Drafting 44th Report of the Manager.
09/29/16	HEW	.20	Emails with M. Dunn; order search.

OUR FEE**\$14,692.00**

TKID	NAME	HOURS	RATE	TOTAL
BFE	Empey, Brian F.	0.20 hrs	\$875.00	\$175.00
MSD	Dunn, Mark	7.10 hrs	\$635.00	\$4,508.50
CEF	Fox, Carlie	23.50 hrs	\$395.00	\$9,282.50
GLL	Lauzon, Gloria	0.30 hrs	\$445.00	\$133.50
HEW	Wilson, Heather	0.20 hrs	\$445.00	\$89.00
KBM	Bortolotti, Krysten	0.90 hrs	\$295.00	\$265.50
DA	Clerk, Litigation	2.80 hrs	\$85.00	\$238.00
				\$14,692.00

DISBURSEMENTS

Copies	250.50
Delivery - Courier	3.30

TOTAL DISBURSEMENTS**\$253.80**

TOTAL FEES ON THIS INVOICE

\$14,692.00

HST ON FEES

1,909.96

NON TAXABLE DISBURSEMENTS

0.00

Invoice #672478 -- page 4

TAXABLE DISBURSEMENTS	253.80	
TOTAL DISBURSEMENTS ON THIS INVOICE		\$253.80
HST ON TAXABLE DISBURSEMENT		32.99
TOTAL THIS INVOICE (CANADIAN DOLLARS)		\$16,888.75
<hr/>		
TRUST FUNDS		\$248,269.92
<hr/>		

THIS IS OUR ACCOUNT HEREIN
GOODMANS LLP

E. & O. E.
BFE /

This invoice may not reflect all time and disbursements incurred on this matter to date. It is payable upon receipt and in accordance with Section 33 of the *Solicitors Act* (Ontario), interest will be charged at the rate of 1.30% per annum on unpaid fees, charges or disbursements calculated one month from the date this invoice is delivered.

This is Exhibit "K" referred to in the
affidavit of Brian Empey
sworn before me, this 13th
day of October, 2016.

A handwritten signature in blue ink, appearing to read "C. J. [unclear]", is written above a horizontal line.

A Commissioner for Taking Affidavits

Goodmans LLP
Billing Summary
File 140074 (Re: Manager) Nov.2, 2015 - Sep 30, 2016

Billing History					
Invoice#	Invoice Date	Fees	Cost	Tax	Total
656461	11/30/2015	14,249.50	842.05	1,961.91	17,053.46
658494	1/5/2016	34,698.00	844.44	4,604.01	40,146.45
661205	2/29/2016	40,321.00	859.28	5,320.42	46,500.70
662916	3/31/2016	47,106.50	2,577.82	6,458.97	56,143.29
664896	4/30/2016	34,522.50	1,637.61	4,667.80	40,827.91
666134	5/31/2016	25,464.00	937.78	3,432.23	29,834.01
667907	6/29/2016	28,617.00	546.71	3,791.28	32,954.99
669449	7/29/2016	7,113.00	252.5	924.76	8,290.26
670922	8/31/2016	1,824.50	2.25	237.22	2,063.97
672478	9/30/2016	14,692.00	253.8	1,942.95	16,888.75
Total		248,608.00	8,754.24	33,341.55	290,703.79

Timekeeper Summary - Billed					
Timekeeper	Full Name	Position	Bill Hours	Bill Amount	Bill Rate
KEH	Ken Herlin	Partner	0.9	810.50	901
BFE	Brian F. Empey	Partner	28.9	23,942.50	828
JCC	Joe Cosentino	Partner	0.8	628.00	785
MSD	Mark Dunn	Partner	181.5	113,872.50	627
CEF	Carlie Fox	Associate	257.6	101,582.00	394
JES	Jane Scholes	Articlg Student	3.5	1,015.00	290
JJD	Julian Di Bartolomeo	Articlg Student	0.6	174.00	290
JRK	Rosel Kim	Articlg Student	2.9	841.00	290
TAK	Theresa Kennedy	Articlg Student	5.7	1,653.00	290
KBM	Krysten Bortolotti	Articlg Student	0.9	265.50	295
NIK	Niki Kermani	Summer Student	1.5	345.00	230
GLL	Gloria Lauzon	Law Clerk	3.3	1,457.50	442
DEF	Diane Ferreira	Law Clerk	0.7	224.00	320
HEW	Heather Wilson	Law Clerk	0.2	89.00	445
DA	Litigation Clerk	No Rank	20.1	1,708.50	85
Total			509.1	248,608.00	
Average Billing Rate					488.33

BILL	672478	9/30/2016	14,692.00	253.8	1,942.95	16,888.75	0	0	16,888.75
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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 Inc.
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. Dewhurst Development Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.
31. El-Ad Limited

32. 165 Bathurst Inc.

SCHEDULE “C” PROPERTIES

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
13. 319-321 Carlaw, Toronto, Ontario
14. 260 Emerson Ave., Toronto, Ontario
15. 44 Park Lane Circle, Toronto, Ontario
16. 19 Tennis Crescent, Toronto, Ontario
17. 646 Broadview, Toronto, Ontario

DBDC SPADINA LTD., et al
Applicants

NORMA WALTON, et al
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

Proceeding commenced at Toronto

AFFIDAVIT OF SERVICE OF
BRIAN EMPEY
(Sworn October 13, 2016)

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

Brian Empey LSUC#: 30640G
Mark S. Dunn LSUC#: 55510L
Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for The Manager

C


Tarion Warranty Corporation

5160 Yonge Street, 12th Floor
Toronto, Ontario M2N 6L9

Toll-Free: 1-877-982-7466
www.tarion.com

April 24, 2013

Norma Jean Walton
Queen's Corner Corp.
30 Hazelton Ave.
TORONTO ON M5R 2E2

Dear Norma Jean Walton:

Re: Conditions of Registration
Reference No. 42455 – Queen's Corner Corp.
Common Element No. 1869233 – 10 Unit Type D Condominium Project

I refer to your application received for registration with Tarion Warranty Corporation ("Tarion"). Under the guidelines of Builder Bulletin 28 (Revised), Tarion has completed its assessment for security purposes, on your company who is proposing to build a 10 unit Type D condominium project known as "Queen's Corner", located at 1003 Queen St. E., TORONTO.

I propose to make your registration with Tarion subject to the following conditions:

1. During the term of your registration you shall not, without prior written consent, market, sell, and/or build more than **TEN (10)** condominium units.
2. The amount of security required as determined by the Risk Assessment is \$20,000.00 per unit. Therefore, the **total required security to be provided is \$200,000**, based upon 10 units x \$20,000.00 per unit. Please be advised that the security will be held for a minimum of 2 years after condominium registration. In addition, the release of security will not be in accordance with Builder Bulletin 28 (Revised).

As Builder Bulletin 19 reporting is required for the above project, Tarion may not release security where such reporting is considered late or unacceptable.

Please be advised, if Tarion does not receive all Builder Bulletin 19 reports, it may continue to hold the vendor/builder's security for a maximum of seven years or until all warranty issues are resolved. Completion and compliance with Builder Bulletin 19 reporting is mandatory.

3. You will provide Tarion with any reports provided by GRG Building Consultants with respect to the technical audit they have conducted. This includes any additional work they will be conducting, such as the April 10, 2013 scope that GRG provided your corporation.

Page 2

We highlight that security must be submitted prior to the commencement of marketing (the taking of deposits and/or signing of Agreements of Purchase and Sale) or construction, whichever occurs first.

The security can be in the form of an irrevocable letter of credit, surety bond or certified cheque.

At each renewal, a risk assessment will be conducted to review security requirements. Should complaints or claims exist against the vendor or builder it would have a negative impact on the release of the security.

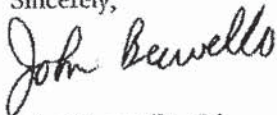
If you do not maintain an active registration, any security held will be maintained until all warranty obligations are met.

As a reminder, you may not construct or market any units until your application is finalized and security has been provided. All units must be enrolled at least THIRTY (30) days before construction begins.

I am prepared to consider your registration with Tarion if the foregoing conditions are acceptable to you. These conditions of registration do not restrict the Registrar from placing further conditions on your registration that are deemed to be appropriate.

Please confirm your acceptance of these conditions of registration by signing and returning the duplicate copy of this letter by **May 07, 2013**. Your application will not be approved until a signed copy of the terms and condition letter is returned and the required security of \$200,000 is received by Tarion. **If you have any questions, please contact Ada Mai at 416-229-9200 ext. 3144 or toll free at 1-877-982-7466.**

Sincerely,



John Becevello, CA
Deputy Registrar

CONSENTED AND AGREED TO:

Vendor/Builder: Queen's Corner Corp.
Reference No.: 42455

By:

(Corporate seal where applicable)



Signature of Authorized Signing Officer

Norma Walton
Print Name of Authorized Signing Officer

D

AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)

BUYER: 2288750 Ontario Inc. in trust for a company to be agrees to purchase from
(Full legal name of Buyer)
SELLER: SCHONFELD INC. RECEIVERS + TRUSTEES solely in its capacity as Court appointed manager of Queen's Crown Corp. (the "Company") the following
(Full legal name of Seller)
REAL PROPERTY:
Address: 100 Queen Street East being on the _____ side of _____
in the _____ City of Toronto _____ being
having a frontage of _____ more or less by a depth of _____ more or less and legally described as
See Schedule A _____ (the "property")
PURCHASE PRICE: Two Million ONE HUNDRED THIRTY Dollars (CAD\$ 2,130,000)
DEPOSIT: _____ Dollars (CAD\$ _____) ("First Deposit")
Buyer submits HEREWITH _____ Seller's Solicitor, in trust
(Please fill upon acceptance) _____
cash or negotiable certified cheque payable to _____ In be held in trust pending completion or
other termination of this Agreement and to be credited toward the Purchase Price on completion. Buyer agrees to pay the balance as follows set out in Schedule A hereto
SCHEDULE(S) A, B, C and D attached hereto form(s) part of this agreement.
1. CHATTELS INCLUDED: None
2. FIXTURES EXCLUDED: All tenant property excluded
3. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if applicable:
1. SELLER
4. IRREVOCABILITY: This Offer shall be irrevocable by _____ until _____ p.m. on the 28 day of APRIL, 2014 (Seller/Buyer)
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.
5. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the _____ Completion Date _____ day of 2014.
Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
6. NOTICES: Seller hereby appoints the listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Co-operating
Broker represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving
notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance, deposit, or any
notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is
provided herein, when transmitted electronically to that facsimile number.
FAX No. _____ (the delivery of notices to Seller's FAX No. _____)
7. HST: If this transaction is subject to Harmonized Sales Tax ("HST"), then such tax shall be _____ in addition to _____ the Purchase Price.
The Seller or the Buyer provides to the Buyer a warranty that the Buyer is registered under the Sales Tax Act (Canada) and is a validly registered
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 and indemnity shall not merge but shall survive the completion of the transaction.
If this transaction is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST.
8. TITLE SEARCH: Buyer shall be allowed until 4:00 p.m. on the _____ day of _____ Due Diligence Date April 30, 2014 (Completion Date) to
examine the title to the property at his own expense and until the earlier of (i) thirty days from the date of the Requirement 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 is _____ 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 affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
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. TITLES: Provided that the title to the property is good and free from all registered encumbrances, charges, liens, and encumbrances except as otherwise specifically provided
in this Agreement and save and except for (a) any registered restrictions or agreements that run with the land providing that each as exemplified with (a) any registered
encumbrances and registered agreements with public utility companies providing with have been complied with, or security has been posted to ensure compliance
and compliance as evidenced by a letter from the relevant municipality or regulated utility (b) any notice or easements for the supply of domestic utility or telephone services
to the property or adjacent properties; and (c) 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 present 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 that 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 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 not withstanding may be terminated and
negotiations in respect of such objections shall be entered into and all costs paid shall be returned without interest or deduction and Seller, listing Broker and Co-
operating Broker shall not be liable for any costs or damages save as to any valid objection to made by each 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 1A, and any amendments thereto, the
Seller and Buyer acknowledge and agree that the delivery of documents and the release thereof to the Seller and Buyer may, at the lawyers' discretion; (a) not occur
contemporaneously with the registration of the transferred (and other registrable documentation), and (b) be subject to conditions whereby the lawyer receiving
documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the 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 as set out
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 Requirement 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 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, together with 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 on 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 as completion.
15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller it complies with the subdivision control provisions of the Planning
Act by completion and Seller covenants to proceed diligently as his agent to obtain any necessary consents by completion.
16. DOCUMENT PREPARATION: The Transfer/Deed (if required) 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 confirms that the Transfer/Deed to
be delivered on completion shall NOT contain the statements contemplated by Section 30(22) of the Planning Act, R.S.O. 1990. The Buyer acknowledges that in lieu of a
Transfer/Deed, it will accept a Vesting Order.
17. RESERVATIONS: Buyer shall be entitled 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-resident provisions of the Income Tax Act by reason of this sale. Buyer shall not claim cash and if
Seller delivers to completion the prescribed certificate as a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement taxes and unencumbered public or private utility charges and unencumbered 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 any matter provided for herein may be extended or bridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **TENDERS:** 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 by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Online Payments.
21. **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 correct documents.
22. **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 urea formaldehyde, and due to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. 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.
23. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, tax or environmental advice, and it has been recommended that the parties obtain independent professional advice prior to signing this document.
24. **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.
25. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.
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. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at _____ this _____ day of _____, 20____
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: DATE 21-04-2014
 (Witness) _____ (Buyer) _____
 (Witness) _____ (Seller) _____

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Broker the unpaid balance of the commission together with applicable Goods and Services 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 Listing Broker to my lawyer.

DATED at _____ this _____ day of _____, 20____
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: DATE 25-11-2014
 (Witness) _____ (Buyer) _____
 (Witness) _____ (Seller) _____
 SIGNED AND DELIVERED BY _____, Receiver-Trustee in its capacity as Court Appointed Receiver of Queen's Chancery Corp. (Witness) _____
 in its personal or fiduciary capacity (Seller) _____

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 both will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

CONFIRMATION OF EXECUTION: I, the undersigned, hereby confirm that the foregoing Agreement and all changes both typed and written was finally executed by all parties at _____ on this _____ day of _____, 20____.

CONFIRMATION OF REPRESENTATION

I hereby acknowledge and confirm the Listing Broker represents the interests of the Seller. I hereby acknowledge and confirm the Listing Broker represents the interests of the Buyer.
 (Seller) _____ (Buyer) _____
 Signature of Listing Broker and/or authorized representative _____
 Name of Listing Broker _____
 Tel. No. _____ FAX No. _____
 Name of Co-operating Broker and/or authorized representative _____
 Tel. No. _____ FAX No. _____

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer. I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.
 (Seller) _____ DATE _____ (Buyer) _____ DATE _____
 Address for Service: _____ Address for Service: _____
 Tel. No. _____ Tel. No. _____
 Seller's Lawyer: Goodmans LLP, Att: Ken Hedon
 Address: 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7
 (416) 597-4158 (416) 978-1234
 Tel. No. _____ FAX No. _____

SCHEDULE A
LEGAL DESCRIPTION

PIN 21056-0426 (LT) - 1003 Queen Street East, Toronto

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

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SCHEDULE B
ADDITIONAL PROVISIONS

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

"Adjustments" means the adjustments to the Purchase Price provided for and determined pursuant to Section 18 of the Printed Form, as modified by Section 11 hereof;

"Agreement" means collectively the Printed Form as amended by this Schedule B and by any other schedules attached thereto as said agreement may be amended in writing from time to time;

"Appointment Order" means the order of the Court dated November 5, 2013 appointing Schonfeld Inc. (the "Manager") as the manager, without security of Queen's Corner Corp. (the "Company") and other entities, as said order may be varied, altered and/or replaced from time to time;

"Approval and Vesting Order" means an approval and vesting order of the Court, in form and substance required by the Seller and to which the Buyer has no reasonable objection, pursuant to which the transaction is approved by the Court and pursuant to which all of the Company's right, title and interest in and to the Purchased Assets shall be vested in and to the Buyer on the Completion Date subject to the Encumbrances (save and except for the Existing Charges);

"Business Day" means any day, other than a Saturday, Sunday or legal holiday in Toronto, Ontario;

"Buyer's Solicitor" means Pollock and Pollock or such other law firm licensed to practice in the Province of Ontario as is retained by the Buyer from time to time and notice of which is provided to the Seller;

"Chattels" None;

"Closing" means the closing and consummation of the agreement of purchase and sale for the Purchased Assets, including without limitation the payment of the Purchase Price and the delivery of the Closing documents, on the Completion Date at the offices of the Seller's Solicitor;

"Completion Date" means June 24, 2014 subject to the Seller's right to extend the Completion Date from time to time and the Buyer's right to advance the Completion Date pursuant to Subsection 7(d) hereof;

"Court" means the Ontario Superior Court of Justice (Commercial List);

"Deposit" means collectively, the First Deposit and the Second Deposit;

"Encumbrances" means all mortgages, claims, pledges, charges, liens, prior liens, debentures, hypothecs, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to, such Purchased Assets or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, servitudes, restrictions, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) against title to the Purchased Assets or any part thereof or interest therein;

"Execution Date" means the date upon which this Agreement is executed and delivered by the Seller;

"Existing Charges" means those charge/mortgage(s) of land and other Encumbrances to the extent each is specifically identified in Schedule D hereto;

"Governmental Authority" means any government, regulatory authority, government department, agency, utility, commission, board, tribunal or court having jurisdiction on behalf of any nation, province or state or other subdivision thereof or any municipality, district or other subdivision thereof;

"Lands" means the lands legally described in Schedule A hereto;

"Off-Title Compliance Matters" means open permits or files, work orders, notices of violation and/or other outstanding matters or matters of non-compliance with the zoning and/or other requirements of any Governmental Authorities;

"Printed Form" means the printed form of Agreement of Purchase and Sale as amended in writing, which the Buyer and the Seller have executed and to which this Schedule B is attached;

"Property" means the Lands and all existing buildings on the Lands;

"Purchased Assets" means all of the Company's right, title and interest, if any, in and to the Property (no Chattels included); and

"Seller's Solicitor" means Goodmans LLP (Attention: Brian Empey/Ken Herlin) or such other law firm licensed to practice in the Province of Ontario retained by the Seller from time to time and notice of which is provided to the Buyer.

2. AGREEMENT OF PURCHASE AND SALE

(a) Purchase and Sale of Purchased Assets

Upon and subject to the terms and conditions of this Agreement, the Seller will sell, and the Buyer will purchase, the Purchased Assets in consideration of the payment of the Purchase Price. This Agreement shall be completed on the Completion Date at the offices of the Seller's Solicitor in Toronto, subject to real property registrations being electronically effected.

(b) Acknowledgement of Buyer as to Condition of Purchased Assets

Notwithstanding the foregoing or anything else contained herein or elsewhere, the Buyer acknowledges and agrees that:

- (i) on the Completion Date, title to the Purchased Assets shall be subject to each of the Encumbrances in effect as of Execution Date save and except for the Existing Charges. In that regard, the Buyer confirms that it has satisfied itself as to all aspects of the Purchased Assets, including without limitation, as to title to the Purchased Assets, the Encumbrances and all Off-Title Compliance Matters. Without limiting the foregoing, the Buyer shall execute and deliver: (A) such documentation and assurances required in connection with any of the Encumbrances including, without limitation, the assumption agreements and the like contemplated in the municipal and/or regional agreements registered against title to the Lands; and (B) assumption agreement(s) with respect to the Encumbrances;
- (ii) in entering into this Agreement, the Buyer has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Purchased Assets, including without limitation, the physical and environmental condition of the Purchased Assets and the review of the documentation made available to the Buyer prior to or pursuant to this Agreement, and the Buyer acknowledges it is not relying on any information furnished by the Seller or any other person or entities on behalf of or at the direction of the Seller in connection therewith;
- (iii) the Purchased Assets are being purchased and assumed by the Buyer on an "as is, where is" basis as of the Completion Date with no representations or warranties (expressed or implied), including there being no representations or warranties with respect to title, completeness, quality, quantity, description, fitness for purpose, merchantability, future development, compliance with the requirements of Governmental Authorities, the Encumbrances, as to Off-Title Compliance Matters and as to development fees, imposts, lot levies, sewer charges and the like, and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter or as to the accuracy, currency and/or completeness of any information or documentation supplied or to be supplied in connection with the Purchased Assets and without limiting the foregoing, any and all conditions or warranties expressed or implied pursuant to the *Sale of Goods Act* (Ontario) will not apply and are hereby waived by the Buyer;
- (iv) the term "Seller" as used herein shall have no inference or reference to the present registered owner of the Purchased Assets. Without limiting the foregoing, the Buyer may not call for the production of any title documents or abstracts of title by the Seller other than the Approval and Vesting Order and, only if required to register, a transfer/deed of land for the Property (other than the Land Transfer Tax affidavit);
- (v) the Seller will deliver possession of the improvements and fixtures as same may be found on the Property on Closing without a bill of sale, representation, warranty or other title documentation and shall make no adjustment in the Purchase Price with respect thereto;

- (vi) if any statement, error or omission shall be found in the particulars of the legal and/or Purchased Assets' description, the same shall not annul the sale or entitle the Buyer to be relieved of any obligation hereunder, nor shall any compensation be allowed to the Buyer in respect thereof; and
- (vii) the Seller has and shall have no obligations or responsibility to the Buyer after Closing with respect to any matter relating to the Purchased Assets or the condition thereof.

This Subsection 2(b) shall survive and not merge on Closing.

3. PURCHASE PRICE AND PAYMENT

The Purchase Price shall be paid and satisfied by the Buyer as follows:

- (a) the Buyer shall pay to the Seller's Solicitor, in trust, a deposit of \$200,000.00 (the "Deposit") by certified cheque or bank wire from a Schedule I Canadian bank upon execution of this Agreement to be held by the Seller's Solicitor in trust in a separate interest bearing trust account of a Schedule I Canadian bank and to be applied against the Purchase Price on closing or otherwise applied in the manner contemplated herein; and
- (b) the Buyer shall pay the balance of the Purchase Price to the Seller by wire transfer from a Schedule I Canadian bank on closing subject to Adjustments. If any portion of the Purchase Price is paid to the Seller's Solicitor, said payment must only be made to the Seller's Solicitor by way of wire transfer from a Schedule I Canadian bank.

Notwithstanding any other provision of this Agreement, if this Agreement is terminated or the transaction contemplated herein is not completed in a timely manner, in either case, due to the default of the Buyer, the entire Deposit and all interest earned thereon shall (and the Seller's Solicitor is hereby irrevocably and unconditionally directed by each of the parties hereto to do so) be forthwith delivered and forfeited to and retained by the Seller provided however that said delivery, forfeiture and retention of the entire Deposit shall not be the sole right or remedy of the Seller, at law or in equity, with respect to such default of the Buyer, and the Seller shall have all of its other rights and remedies at law or in equity pursuant to this Agreement or otherwise against the Buyer. If the transaction contemplated hereby is not completed for any reason except for the default of the Buyer, the Deposit, to the extent paid to the Seller's Solicitor (together with all interest thereon) and all interest earned thereon shall (and the Seller's Solicitor is hereby irrevocably and unconditionally directed by each of the parties hereto to do so) be forthwith delivered to the Buyer. If the transaction contemplated herein is completed in a timely manner, interest on the Deposit shall be paid by the Seller's Solicitor to the Buyer within a reasonable time following Closing. This provision shall survive and not merge on any termination of this Agreement, the transaction not closing or this Agreement otherwise becoming null and void.

4. EXISTING DOCUMENTS

Following the Execution Date, the Seller agrees that it will deliver to the Buyer photocopies of each of the documents identified in Schedule C hereto to the extent in the Seller's possession and control on a confidential basis. Each of the foregoing deliveries is delivered to the Buyer solely as a courtesy and without any representations or warranties of any kind by the Seller and the Seller has no liability for any errors or inaccuracies in such deliveries.

5. ACCESS

The Seller shall deliver to the Buyer, within two (2) Business Days after receipt thereof from the Buyer's Solicitor, authorizations, in writing, to the City of Toronto and any other Governmental Authority to release from its files to the Buyer relevant information of all outstanding work orders or deficiency notices from existing files, if any, affecting the Purchased Assets, such searches being restricted to release of existing information only and shall specifically prohibit inspections or access to the Property.

6. TITLE

The Buyer confirms that it has inspected the Property and is satisfied with the Purchased Assets in all respects including, without limitation, being satisfied with: (i) the condition and suitability of the Property, including but not limited to, building and environmental inspections; (ii) all Encumbrances; and (iii) Off-Title Matters; (iv) the financial feasibility and costs associated with the use and/or development of the Property. The Buyer hereby accepts the title to the Property as of the Execution Date save and except for (collectively, the "Exceptions"): (A) the Existing Charges; (B) any material adverse matters which affects the Company's root of title to the Property but only to the extent that it originated after the Execution Date; and (C) Instrument No. AT403626, being Restrictive Covenants which have expired, and which Seller's Solicitor shall attend to deletion or vesting off thereof on or before Closing; (D) save as otherwise contemplated herein, any material adverse registration against title to the Property on the Completion Date which originated after the Execution Date and was not caused by the Buyer. In that regard, the Buyer shall not be required to accept title to the Property on the Completion Date subject to

any of the Exceptions unless the Seller elects in its sole, absolute and unfettered discretion to remedy, discharge and/or cure the relevant matter constituting the Exceptions in all material respects on or before the Completion Date, failing which this Agreement shall be at an end (save and except for the Buyer's releases, indemnities, covenants and obligations pursuant to each of Sections 5, 9, 13 and 14(f) hereof which shall remain in full force and effect), the First Deposit returned to the Buyer and each of the parties hereto shall otherwise have no further covenants or obligations hereunder. Following the Execution Date, save and except for the Exceptions, the Buyer will and may not raise any objections and shall be deemed to be satisfied with the Purchased Assets. Furthermore, the Buyer shall execute and deliver such documentation and assurances required in connection with any of the Encumbrances.

7. CLOSING CONDITIONS

(a) Conditions in favour of Seller

The obligation of the Seller to complete this Agreement shall be subject to the following conditions:

- (i) ~~Intentionally deleted;~~
- (ii) by the Completion Date, the Purchase Price is paid to the Seller in its entirety and all of the other terms, covenants and conditions of this Agreement to be complied with or performed by the Buyer shall have been complied with or performed in all material respects;
- (iii) the Seller has not terminated this Agreement in accordance with subsection 13(d) hereof; and
- (iv) by the Completion Date, the Court has issued the Approval and Vesting Order.

Each of the conditions set forth in this Section 7(a) is for the sole benefit of the Seller and may be waived in whole or in part by the Seller by Notice to the Buyer prior to the Completion Date.

(b) Conditions in favour of Buyer

The obligation of the Buyer to complete this Agreement shall be subject to the following conditions:

- (i) ~~Intentionally deleted;~~ and
- (ii) by the Completion Date, the Court has issued the Approval and Vesting Order.

Each of the conditions set forth in this Section 7(b) is for the sole benefit of the Buyer, and may be waived in whole or in part by the Buyer by Notice to the Seller prior to the Completion Date.

(c) Non-Satisfaction of Conditions

The conditions set out in Subsections 7(a) and 7(b) above are not conditions precedent to the existence or the enforceability of this Agreement. If the condition in Subparagraph 7(a)(ii) is not satisfied by the Buyer or waived by the Seller (in the Seller's sole, absolute and unfettered discretion) on or before the Completion Date, then, the Buyer shall be in default hereunder and, in addition to each of the Seller's other rights and remedies contained herein or otherwise at law, the Deposit and all interest thereon shall forthwith be automatically released to the Seller in its entirety (and the Seller's Solicitor is hereby irrevocably and unconditionally directed to do so) and the Seller shall be released from each of its covenants and obligations under this Agreement. If each of the conditions in Subsections 7(a)(i), 7(a)(iii), 7(b)(i) and/or 7(b)(ii) is not satisfied or waived by the relevant party, on or before the relevant date, this Agreement shall (subject to the balance of this Subsection 7(c)) be of no further force or effect and (subject to the balance of this Subsection 7(c)), the Deposit and all interest thereon shall be returned to the Buyer and each of the Seller and the Buyer shall otherwise be released from each of its covenants and obligations hereunder. Notwithstanding the foregoing or anything else contained herein or elsewhere, the Buyer acknowledges and agrees in favour of the Seller that each of the Buyer's releases, indemnities, covenants and obligations pursuant to each of Sections 5, 9, 13 and 14(f) hereof shall remain in full force and effect).

(d) Efforts to Satisfy Conditions

Without derogating from either of the party's other covenants and obligations under this Agreement (including, in the case of the Buyer, the obligation to pay the Purchase Price as provided for in this Agreement) it is agreed that each of the Seller and the Buyer shall act in good faith and use reasonable commercial efforts to satisfy, or cause to be satisfied, the conditions set forth in Section 7 hereof. In furtherance of the foregoing and notwithstanding anything else contained herein, the Buyer acknowledges and agrees that, if the Seller, acting reasonably, deems

it necessary in order to obtain the Approval and Vesting Order from time to time, the Seller may, in its sole, absolute and unfettered discretion, elect from time to time to extend the Completion Date by up to 30 days in the aggregate by giving the Buyer, on each occasion, at least five (5) days Notice to this effect prior to extending the Completion Date from time to time. Provided, however, that the Seller shall notify the Buyer forthwith upon receipt of the Approval and Vesting Order, and the Buyer shall thereafter have the one time right, upon ten (10) Business Days written notice, to advance the Completion Date to a date earlier than the currently scheduled Completion Date.

8. CLOSING DOCUMENTS

(a) Seller's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Seller shall deliver or cause to be delivered to the Buyer the following:

- (i) conveyance of the Purchased Assets pursuant to the Approval and Vesting Order together with the Seller's Certificate to the extent contemplated by the Approval and Vesting Order;
- (ii) a direction as to the payee or payees of the Purchase Price;
- (iii) a statement of Adjustments; and
- (iv) a certificate of the Manager, as to its residency pursuant to Section 116 of the *Income Tax Act* of Canada.

(b) Buyer's Closing Documents

On Closing, subject to the provisions of this Agreement, the Buyer shall deliver or cause to be delivered to the Seller's Solicitor the following:

- (i) the balance of the Purchase Price;
- (ii) a general assumption agreement and where required specific assumptions of Encumbrances in connection with the transfer of any of the Purchased Assets, including, without limitation, the Buyer's assumption of the Encumbrances and each of the other agreements identified in Schedule C hereto;
- (iii) the HST undertaking and indemnity referred to in Section 7 of the Printed Form;
- (iv) an acknowledgement confirming the provisions of Sections 2(b) and 13 hereof; and
- (v) the Realty Tax Agreement and Direction.

(c) Form of Documents

Subject always to Section 13 hereof, all documentation referred to in this Section 8 shall be in form and substance acceptable to the Buyer and the Seller each acting reasonably and in good faith, provided that none of such documents shall contain covenants, representations or warranties which are in addition to or more onerous upon either the Seller or the Buyer than those expressly set forth in this Agreement.

(d) Registration and Other Costs

The Buyer shall be solely responsible for and pay any municipal and provincial land transfer taxes payable on the transfer of the Purchased Assets, all registration fees payable in respect of registration by it of any documents on Closing (other than the discharge or deletion of the Existing Charges, which shall be the responsibility of the Seller) and all federal and provincial sales and other taxes payable by a purchaser upon or in connection with the conveyance or transfer of the Purchased Assets, including, retail sales tax, goods and services tax and harmonized sales tax.

(e) Escrow Closing and Registration

- (i) All matters of payment and the execution and delivery of Closing documents by each party to the other shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required at the Closing has been paid, executed and delivered.

- (ii) All Closing documents and monies shall be delivered in escrow on the Completion Date as reasonably required by the solicitors for the parties together with receipt of such evidence as they shall reasonably request that all conditions of this Agreement have been satisfied.
- (iii) The Seller and Buyer covenant and agree to cause their respective solicitors to enter into a document registration agreement (the "DRA") in the form recommended by the Law Society of Upper Canada to govern the electronic submission of the conveyance of the Lands pursuant to the Approval and Vesting Order in the applicable Land Registry Office.
- (iv) Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Buyer's Solicitor on behalf of the Buyer and by the Seller's Solicitor on behalf of the Seller and any tender of Closing documents and the balance of the Purchase Price may be made upon the Seller's Solicitor and the Buyer's Solicitor, as the case may be. It is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by either party (the "Tendering Party") upon the other party (the "Receiving Party") when the solicitor for the Tendering Party has completed, in addition to all other requirements to effect a valid tender in accordance with the provisions of this Agreement and the DRA, all steps required by electronic registration in order to complete this transaction that can be performed or undertaken by the Tendering Party's solicitor without the co-operation or participation of the Receiving Party's solicitor, and specifically when the Tendering Party's solicitor has, whenever possible, electronically "signed" the document to effect the conveyance of the Purchased Assets and all other instruments to be registered against title to the Lands at the time of Closing for completion and granted access to the Receiving Party's solicitor.

9. CONFIDENTIALITY

- (a) Notwithstanding the foregoing or anything else contained herein or elsewhere, the Buyer covenants and agrees in favour of the Seller that the Buyer and each of its representatives, agents, solicitors, lenders, employees, advisors and those for whom it is at law responsible from time to time (collectively the "Buyer's Agents") shall keep this Agreement, all deliveries by or on behalf of the Seller from time to time, the results of all Inspections and, in each case, the results and contents thereof (collectively, the "Information") in strict confidence provided the Buyer may disclose this Agreement to its solicitors, employees, directors and *bona fide* lenders and advisors on a confidential basis. Furthermore, the Buyer may not issue any press release or other public announcement or release information with respect to this Agreement or the Property to the public unless the same has been pre-approved in writing by the Seller.
- (b) In the event that the transaction contemplated herein is terminated or is not successfully completed for any reason whatsoever, the Buyer shall, within 48 hours of termination or non-completion, turn over to the Seller all original copies of the Information and all reproductions thereof and the Buyer and the Buyer's Agents shall also continue to retain in strict confidence the Information and the contents thereof.
- (c) The Buyer's covenants and obligations pursuant to this Section 9 shall survive the expiration or termination of this Agreement for any reason or if this transaction contemplated herein is terminated or is not successfully completed in a timely manner for any reason whatsoever.

10. REPRESENTATIONS, WARRANTIES

(a) Representations and Warranties of the Seller

The Seller represents and warrants to and in favour of the Buyer that, as of the date of this Agreement and as of the Completion Date that the Seller is the court-appointed manager and/or receiver without security of the Company and, subject to the further approval of the Court, has the power, authority and capacity to enter into this Agreement and all other agreements, documents and certificates contemplated hereby to be executed by Seller and to carry out the transaction contemplated hereby and thereby.

(b) Representations and Warranties of the Buyer

The Buyer represents and warrants to and in favour of the Seller that, as of the date of this Agreement and as of the Completion Date:

- (i) the Buyer is a corporation existing under the laws of Province of Ontario and has the necessary corporate authority, power and capacity to own the Purchased

Assets and to enter in this Agreement and to carry out the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the documents and transactions contemplated herein on the terms and conditions herein contained;

- (ii) the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of the Buyer hereunder and the documents and transaction contemplated herein have been authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their terms;
- (iii) it is not a non-resident pursuant to Section 116 of the *Income Tax Act* of Canada;
- (iv) the person or persons who at Closing purchase the beneficial interests in the Purchased Assets (each of which must be the Buyer) will be registrants for the purposes of Part IX of the *Excise Tax Act* (Canada) and by virtue of paragraph 221(2)(b) of such law, the Seller is not obliged to collect the GST and/or HST from the Buyer or to pay GST and/or HST; and
- (v) the Buyer has not retained the services of any real estate broker or agent in connection with the transaction contemplated by this Agreement and has not dealt with any broker or agent in connection with the transaction.

11. ADJUSTMENTS

- (a) Adjustments shall be made on Closing for: (i) realty taxes, (ii) water arrears added to the realty tax roll, (iii) utility charges, and (iv) save as otherwise set out herein, any other usual adjustable items. Fire and other insurance shall not be transferred or adjusted. The day of Closing shall be for the account and expense of the Buyer. The Seller shall provide to the Buyer the statement of Adjustments at least two (2) Business Days before Closing. The Buyer acknowledges and agrees that there shall be no further Adjustments or readjustments following the date which is ninety (90) days after the Completion Date.
- (b) In the event that there are any realty or business tax appeals for 2013 or any prior calendar year, the Seller shall, at its option, be entitled to continue such appeals and shall remain entitled to receive all payments, rebates, refunds, credits, readjustments and the like in connection therewith from time to time (each being a "Tax Refund"). The Buyer agrees to co-operate with the Seller with respect to all such appeals at no cost to the Seller. To the extent the Buyer receives any Tax Refund on or after the Completion Date with respect to any such prior period, the Buyer shall receive and hold the entire Tax Refund in trust for the Seller and forthwith remit the entire Tax Refund to the Seller. In conjunction with the Closing, the Buyer shall execute and deliver to the Seller a realty tax agreement confirming the foregoing as well as an irrevocable and unconditional direction to the municipality and the applicable authorities confirming the foregoing (collectively, the "Realty Tax Agreement and Direction").
- (c) The provisions of this Section 11 shall survive the closing of the transaction contemplated herein.

12. INTENTIONALLY DELETED

13. SELLER'S CAPACITY

Notwithstanding anything else contained herein or elsewhere, the Buyer acknowledges and agrees that:

- (a) Schonfeld Inc. is entering into this Agreement and all related documentation from time to time solely in its capacity as the Court appointed manager and/or receiver, without security, of the Company from time to time but with no personal or corporate liability;
- (b) Schonfeld Inc. and its agents, officers, directors, partners and employees have no and shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, at law, in equity or otherwise as a result of or in any way connected with the Purchased Assets, this Agreement or as a result of the Seller and/or and Schonfeld Inc. performing or failing to perform any of its covenants or obligations hereunder;
- (c) in respect of any covenants or obligations of the Seller hereunder, the Buyer shall have recourse only to the interests of the Company and Schonfeld Inc. in the Purchased Assets, if any, and such covenants or obligations are not otherwise personally binding upon nor shall resort be had to any other assets or property of the Schonfeld Inc. and/or its agents, shareholders, officers, directors, partners and/or employees; and
- (d) the Seller may, upon one (1) day's prior written notice to the Buyer elect to terminate this Agreement, without liability, if: (i) the Appointment Order and/or the Manager's appointment in connection with the Purchased Assets is restricted, rescinded, revoked, suspended or terminated;

(ii) the Manager is restricted in or enjoined from dealing with the Company and/or the Purchased Assets by a court of competent jurisdiction; (iii) a court of competent jurisdiction or other governmental or regulatory authority issues an order, decree or ruling, or takes any other action restraining, enjoining or otherwise prohibiting the matters contemplated hereby, which order, decree, ruling or other action is not stayed or dismissed in its entirety; (iv) any person entitled to redeem the Property (including, without limitation, each of the mortgagees and/or other secured creditors) pursuant to any statute or rule of law or equity does so; and/or (v) any mortgagee exercises its power of sale remedy and/or any other rights or remedies with respect to the Property. In such an event, this Agreement shall (subject to the balance of this Subsection 13(d)) be of no further force or effect and (subject to the balance of this Subsection 13(d)), the Deposit and all interest thereon shall be returned to the Buyer and each of the Seller and the Buyer shall otherwise be released from each of its covenants and obligations hereunder. Notwithstanding the foregoing or anything else contained herein or elsewhere, the Buyer acknowledges and agrees in favour of the Seller that each of the Buyer's releases, indemnities, covenants and obligations pursuant to each of Sections 5, 9, 13 and 14(f) hereof shall remain in full force and effect).

This Section 13 shall survive and not merge upon the closing of the transaction contemplated herein or if the transaction contemplated herein does not close for any reason.

14. GENERAL

(a) Notice

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery during regular business hours on any Business Day or by telecopier, facsimile transmission or other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(i) Buyer:

2288750 Ontario Inc.
c/o 2323 Yonge Street, Suite 205
Toronto, Ontario M4P 2C9
Attention: Wei Ji
Facsimile: (647) 288-5545
Email: pierce.wei.ji@gmail.com

with a copy to the Buyer's Solicitor:

Pollock and Pollock
2323 Yonge Street, Suite 205
Toronto, Ontario M4P 2C9
Attention: Rob Pollock
Facsimile: (416) 488-3716
Email: pollockandpollock@rogers.com

(ii) Seller:

Schonfeld Inc. Receivers + Trustees
438 University Avenue, 21st Floor
Toronto, Ontario M5G 2K8
Attention: Harlan Schonfeld
Facsimile: 416.862.2136
Email: harlan@schonfeldinc.com

with a copy to the Seller's Solicitor:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Attention: Brian Empey/Ken Herlin
Facsimile: 416.979.1234
Email: kherlin@goodmans.ca

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by telecopier, facsimile transmission, email (PDF) or other electronic communication with confirmation of transmission prior to 5:00 p.m.,

shall be deemed to have been validly and effectively given and received on the Business Day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following Business Day.

(b) Survival

Except and only to the extent as otherwise expressly set out herein, this Agreement shall merge with the closing of the transaction contemplated herein and except and only to the extent as otherwise expressly set out herein, none of the representations, warranties, covenants or agreements of either the Seller or the Buyer shall survive Closing. This provision survives Closing.

(c) Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement. The Buyer shall have no right to assign and/or encumber its rights and/or obligations hereunder in whole or in part or to effect a "change of control" so as to indirectly effect the foregoing, without in each case first obtaining the approval in writing of the Seller, which approval may be arbitrarily and unreasonably withheld by the Seller.

(d) No Third Party Beneficiaries

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity, other than the parties hereto, and no person or entity, other than the parties hereto, shall be entitled to rely on the provisions hereof.

(e) Conflict

For certainty, the Buyer and the Seller acknowledge and agree that to the extent there is any conflict or inconsistency between the terms of this Schedule B and the terms of the Printed Form to which this Schedule B is attached and/or any other schedule to this Agreement, this Schedule B will govern to the extent of such conflict or inconsistency.

(f) No Registration of Agreement

The Buyer covenants and agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Property and the Buyer shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on title to the Property prior to the successful completion of the transaction contemplated herein on the Completion Date.

(g) Commissions

Upon the successful completion of the transaction contemplated herein, the Seller shall be responsible for all commissions payable to CBRE Limited (the "Seller's Agent") in accordance with a written agreement between the Seller and the Seller's Agent.

(h) Actions to be Performed on a Business Day

Whenever this Agreement provides for or contemplates that a covenant or obligation is to be performed, or a condition is to be satisfied or waived on a day which is not a Business Day, such covenant or obligation shall be required to be performed, and such condition shall be required to be satisfied or waived on the next Business Day following such day.

(i) Entire Agreement

This Agreement, and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no warranties or representations and no other agreements between the parties hereto in connection with the agreement of purchase and sale provided for herein.

(j) Facsimile or PDF Transmission

This Agreement and any notice or agreements in connection therewith may be executed in counterpart and transmitted by telecopying device or email (PDF) and the reproduction of signatures by way of telecopying device or email (PDF) will be treated as though such reproductions were executed originals.

DATED with effect as of the date of the Printed Form.

BUYER:Per: 

Name:

Title:

DIRECTOR FINANCE

Per:

Name:

Title:

SELLER:

SCHONFELD INC. RECEIVERS + TRUSTEES,
solely in its capacity as Court appointed manager of
Queen's Corner Corp. without security and not in its
personal or corporate capacity

Per: 

Name:

Title:

Per:

Name:

Title:



SCHEDULE C
OTHER DOCUMENTS


1. None

A handwritten signature or set of initials, possibly reading 'W.D.', located in the lower right quadrant of the page.

SCHEDULE D
EXISTING CHARGES

1. Charge in the original principal amount of \$4,000,000 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; and
3. Construction Lien filed by Stephenson's Rental Services Inc. on February 19, 2014 as Instrument No. AT3523278.
4. Certificate of Action filed by Stephenson's Rental Services Inc. on April 2, 2014 as Instrument No. AT3551068.

63091942


11:40 am
28-04-2014

E

From: Rob Pollock <pollockandpollock@rogers.com>
Sent: Saturday, September 10, 2016 10:07 AM
To: Dunn, Mark
Cc: Fox, Carlie
Subject: Re: DBDC Spadina Ltd. et al v. Norma Walton et al (Court File No. CV-13-10280-00CL)

Mr. Dunn;

We will, once again, attempt to obtain instructions from our client and advise.

RP

Sent from my iPhone

On Sep 10, 2016, at 8:30 AM, Dunn, Mark <mdunn@goodmans.ca> wrote:

Mr. Pollock,

We have now been seeking a justification for your client's attempt to claim \$200,000 paid by Queen's Corner Corp. to Tarion for approximately five months. We will be serving motion materials early next week to address this issue. This correspondence, and your failure to respond, will be included in these materials. We will ask the Court to infer from your silence that your client has no support for its position.

Leaving all of that aside, I would have expected a response as a matter of professional courtesy.

Regards,
 Mark

***** Attention *****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking [here](#).

From: Fox, Carlie
Sent: July 8, 2016 4:35 PM
To: 'pollockandpollock@rogers.com' <pollockandpollock@rogers.com>
Cc: Dunn, Mark <mdunn@goodmans.ca>
Subject: FW: DBDC Spadina Ltd. et al v. Norma Walton et al (Court File No. CV-13-10280-00CL)

Mr. Pollock,

We have not received a response to our letter dated April 25, 2016. The Manager intends to serve motion materials to address the issues set out in our letter, which is attached for ease of reference.

Regards,

Carlie Fox

Goodmans LLP

416.849.6907

cfox@goodmans.ca

goodmans.ca

From: Nobert, Elyse

Sent: Monday, April 25, 2016 11:29 AM

To: 'pollockandpollock@rogers.com'

Cc: Dunn, Mark; Fox, Carlie

Subject: DBDC Spadina Ltd. et al v. Norma Walton et al (Court File No. CV-13-10280-00CL)

Mr. Pollock,

Please find attached correspondence of Mr. Dunn.

Thank you,

Elyse Nobert

Assistant to Daniel Cappe and Mark Dunn

Goodmans LLP

416.840.2578 x 4515

enobert@goodmans.ca

Bay Adelaide Centre

333 Bay Street, Suite 3400

Toronto, ON M5H 2S7

goodmans.ca

April 25, 2016

VIA E-MAIL (pollockandpollock@rogers.com)

Robert Pollock
2323 Yonge Street, Suite 205
Toronto, Ontario M4P 2C9

Dear Mr. Pollock:

Re: Kartelle 1003 Queen Street East Inc.

As you know, we are the lawyers for Schonfeld Inc. (the "Manager") in its capacity as the Manager of, among other companies, Queen's Corner Corp. ("Queen's Corner"). In an attempt to complete its mandate, the Manager has been seeking the return of a \$200,000 deposit paid by Queen's Corner to Tarion Warranty Corporation ("Tarion"). We were recently advised by Tarion that, unbeknownst to the Manager, your client, Kartelle 1003 Queen Street East Inc., has attempted to claim these funds.

Your client did not negotiate for – and is not entitled to – the deposit funds. Moreover, your client has not even attempted to articulate to the Manager or the Court any basis at all for its apparent position. Its attempt to obtain funds paid by, and belonging to, Queen's Corner without any notice to Queen's Corner, the Manager or any other stakeholder is troubling and inappropriate.

In light of the foregoing, we have been instructed to demand that your client immediately withdraw its claim and consent to the release of the deposit to the Manager so it can be distributed to stakeholders of Queen's Corner. If we have not received confirmation of this withdrawal by April 28, 2016, we will proceed to bring a motion to have the funds released on the earliest available date and will look to your client for all related costs.

Yours very truly,

Goodmans LLP

per 
Mark Dunn
MD/en

F

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR JUSTICE
D.M. BROWN

)
)
)

WEDNESDAY, THE 18TH

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

CLAIMS PROCEDURE ORDER

THIS MOTION, made by Schonfeld Inc. in its capacity as the Court-appointed manager (the "**Manager**") of certain companies listed in Schedule "B" to the Order of Justice Newbould dated November 5, 2013 (the "**Companies**") together with the real estate properties owned by the Companies (the "**Properties**"), as amended by Order of Justice Newbould dated January 16, 2014, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the 13th Report of the Manager dated June 12, 2014, and on hearing the submissions of counsel for the Manager and _____, and no one appearing for any other person on the service list:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record filed in support of this Motion be and it is hereby abridged such that the Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. The following terms shall have the following meanings ascribed thereto:
 - (a) **“Business Day”** means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
 - (b) **“Claim”** means any right of any Person against the applicable Company in connection with any indebtedness, liability or obligation of any kind of the applicable Company, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known, or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, and including any indebtedness, liability or obligation of any kind arising out of the restructuring, termination, repudiation or disclaimer of any lease, contract, employment agreement or other agreement (each a **“Claim”**, and collectively, the **“Claims”**), provided however, that **“Claim”** shall not include an Excluded Claim;
 - (c) **“Claimant”** means any Person asserting a Claim;
 - (d) **“Claims Bar Date”** means 4:00 p.m. (Toronto Time) on the date that is 30 days from the applicable Claims Notice Date, or such later date as may be ordered by the Court;

- 3 -

- (e) **"Claims Notice Date"** means the date on which the Manager sends the Proof of Claim Document Package to the Known Creditors of the applicable Company pursuant to paragraph 5(a) this Order;
- (f) **"Claims Process"** means a process for the purposes of identifying and determining Claims of Creditors of a particular Company against such Company commenced and conducted by the Manager in accordance with the terms of this Order;
- (g) **"Companies"** shall have the meaning ascribed to such term in the recitals hereto;
- (h) **"Court"** means the Ontario Superior Court of Justice;
- (i) **"Creditor"** means any Person having a Proven Claim;
- (j) **"Dispute Notice"** means a written notice to the Manager, in substantially the form attached as Schedule "G" hereto, delivered to the Manager by a Claimant who has received a Notice of Disallowance, of its intention to dispute such Notice of Disallowance and provide further evidence to support its claim;
- (k) **"Excluded Claim"** means the following claims, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown:
 - (i) claims secured by any court-ordered charge in these proceedings;
 - (ii) claims between any two of the Companies or between any of the Companies and any of the Applicants or Respondents;
 - (iii) claims by any of the Applicants or the Respondents, including those arising from the disputes between the Applicants and the Respondents that are the subject of other litigation in these proceedings; and,
 - (iv) to the extent not already included in (iii) above, any claims arising from or relating to an equity interest in the Companies, including but not limited to

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the ownership of shares issued by the Companies or the right to acquire or receive shares in the capital of the Companies.

- (l) **“Instruction Letter”** means the instruction letter to Claimants, in substantially the form attached as Schedule “D” hereto;
- (m) **“Known Creditors”** means:
 - (i) those Creditors which the books and records of the applicable Company disclose were owed monies by the applicable Company as of five Business Days prior to the Claims Notice Date and which monies remain unpaid in whole or in part;
 - (ii) any Person who commenced a legal proceeding against the applicable Company which legal proceeding was commenced and served upon the applicable Company prior to five Business Days prior to the Claims Notice Date;
 - (iii) any Person who is party to a lease, contract, employment agreement or other agreement of the applicable Company which was terminated or disclaimed by the applicable Company prior to five Business Days prior to the Claims Notice Date other than Persons whose claim has been satisfied and released; and
 - (iv) any other Creditor actually known to the applicable Company as at five Business Days prior to the Claims Notice Date;
- (n) **“Manager”** shall have the meaning ascribed to such term in the recitals hereto;
- (o) **“Notice of Disallowance”** means the notice, in substantially the form attached as Schedule “F” hereto, advising a Claimant that the Manager has revised or rejected all or part of such Claimant’s Claim set out in the Proof of Claim;
- (p) **“Notice to Creditors”** means the notice to Creditors for publication in substantially the form attached as Schedule “C” hereto;

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- (q) **“Person”** means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (r) **“Proof of Claim”** means the form of Proof of Claim in substantially the form attached as Schedule “E” hereto;
- (s) **“Proof of Claim Document Package”** means a document package that includes a copy of the Instruction Letter, a Proof of Claim, and such other materials as the Manager may consider appropriate or desirable;
- (t) **“Properties”** shall have the meaning ascribed to such term in the recitals hereto;
- (u) **“Property Sale”** shall have the meaning ascribed to such term in paragraph 4 of this Order; and
- (v) **“Proven Claim”** means the amount of a Claim of a Creditor against the applicable Company as finally accepted and determined in accordance with the provisions of this Order.

MANAGER’S ROLE

3. THIS COURT ORDERS that the Manager, in addition to its rights and obligations under the Order of Justice Newbould dated November 5, 2013, as supplemented, amended or varied from time to time, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.

COMMENCEMENT OF A CLAIMS PROCESS

4. THIS COURT ORDERS that, following the completion of the sale of a Company’s Property (each, a **“Property Sale”**), the Manager is hereby authorized, but not required, to commence and conduct a Claims Process, without further Order of the Court, in respect of such Company upon determination by the Manager, in its sole discretion, that such a Claims Process is appropriate in the circumstances, and the Manager shall

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commence and conduct each such Claims Process in accordance with the terms of this Order.

NOTICE TO CREDITORS

5. THIS COURT ORDERS that:

- (a) following the completion of a Property Sale and the determination by the Manager that a Claims Process in respect of the applicable Company is appropriate in the circumstances, the Manager shall post a copy of the Proof of Claim Document Package on <http://www.schonfeldinc.com> and deliver on behalf of the applicable Company to each of the Known Creditors of such Company (for which it has an address) a copy of the Proof of Claim Document Package;
- (b) the Manager shall cause the Notice to Creditors to be published in the National Post once on or before the date that is ten (10) days after the applicable Claims Notice Date; and
- (c) the Manager shall, provided such request is received prior to the applicable Claims Bar Date, deliver as soon as reasonably possible following receipt of a request, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor of the applicable Company and requesting such material.

CREDITORS' CLAIMS

6. THIS COURT ORDERS that Proofs of Claim shall be filed with the Manager and that any Creditor that does not file a Proof of Claim in respect of all of its Claims as provided for herein such that such Proof of Claim is received by the Manager on or before the applicable Claims Bar Date (a) shall be and is hereby forever barred from making or enforcing any Claim against the applicable Company; and (b) shall not be entitled to any further notice, or to participate as a creditor in these proceedings.

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DETERMINATION OF CLAIMS

7. THIS COURT ORDERS that the amount and status of every Claim of a Creditor as finally determined in accordance with this Order, including any determination as to the nature, amount, value, priority or validity of any Claim shall be final for all purposes, including without limitation for any distribution made to Creditors of the applicable Company pursuant to further Order of the Court.

PROOFS OF CLAIM

8. THIS COURT ORDERS that:
- (a) the Manager may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of Proofs of Claim; and
 - (b) any Claims denominated in any currency other than Canadian dollars shall, for the purposes of this Order and the applicable Claims Process, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Manager using the Bank of Canada noon spot rate as at the applicable Claims Bar Date.

REVIEW OF PROOFS OF CLAIM

9. THIS COURT ORDERS that the Manager shall review all Proofs of Claim filed on or before the applicable Claims Bar Date and shall accept or disallow (in whole or in part) the amount and/or status of the Claim set out therein. At any time, the Manager may request additional information with respect to the Claim, and may request that the Creditor file a revised Proof of Claim. The Manager shall notify each Claimant who has delivered a Proof of Claim by the applicable Claims Bar Date as to whether such Claim has been revised or rejected, and the reasons therefor, by sending a Notice of Disallowance.

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10. THIS COURT ORDERS that, where a Claim has been accepted by the Manager as a Proven Claim, such Claim shall constitute such Creditor's Proven Claim for all purposes, including for the purposes of distribution by the Manager pursuant to further Order of the Court.
11. THIS COURT ORDERS that, where a Claim has been disallowed (in whole or in part), the disallowed Claim (or disallowed portion thereof) shall not be a Proven Claim unless the Claimant has disputed the disallowance and proven the disallowed Claim (or portion thereof) in accordance with paragraphs 12 to 16 of this Order.

DISPUTE NOTICE

12. THIS COURT ORDERS that any Claimant who intends to dispute a Notice of Disallowance shall file a Dispute Notice with the Manager as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Manager on or before 4:00 p.m. (Toronto Time) on the day that is fourteen (14) days after the Manager sends the Notice of Disallowance in accordance with paragraph 19 of this Order. The filing of a Dispute Notice with the Manager within the time set out in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 14 to 16 of this Order.
13. THIS COURT ORDERS that where a Claimant that receives a Notice of Disallowance fails to file a Dispute Notice with the Manager within the time limit set out in paragraph 12 of this Order, the amount and status of such Claimant's Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Claimant's Proven Claim.

RESOLUTION OF CLAIMS

14. THIS COURT ORDERS that as soon as practicable after the delivery of the Dispute Notice to the Manager, the Claimant and the Manager shall attempt to resolve and settle the Claimant's Claim.

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15. THIS COURT ORDERS that in the event that the dispute between the Claimant and the Manager is not settled within a time period or in a manner satisfactory to the Manager, the Manager may bring the dispute before the Court for determination.
16. THIS COURT ORDERS that the determination of a Claim by the Court shall be final and binding for all purposes.

NOTICE OF TRANSFEREES

17. THIS COURT ORDERS that if, after November 5, 2013, the holder of a Claim on November 5, 2013, or any subsequent holder of the whole of a Claim, transfers or assigns the whole of such Claim to another Person, neither the applicable Company nor the Manager shall be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Claimant in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Manager, at least five (5) Business Days prior to any distribution by the Manager pursuant to a further Order of the Court, and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt by the Manager of satisfactory evidence of such transfer or assignment.

DISTRIBUTION

18. THIS COURT ORDERS that the distribution to Creditors of any funds held by the Manager in respect of the sale of any of the Properties in these proceedings shall be subject to further Order(s) of the Court. Nothing herein shall prevent the Manager from seeking an order, by way of motion on notice to the Applicants and Respondents and affected parties, authorizing a partial distribution to satisfy, in whole or in part, Proven Claims with respect to any of the Companies, prior to any final determination of the Excluded Claims.

SERVICE AND NOTICE

19. THIS COURT ORDERS that the Manager shall be at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to Creditors, Claimants or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown on the records of the applicable Company and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by mail, on the second Business Day after mailing.
20. THIS COURT ORDERS that any notice or other communication (including, without limitation, Proofs of Claim and Dispute Notices) to be given under this Order by a Claimant or a Creditor to the Manager shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed to:

Schonfeld Inc.
Court-appointed Manager of the Companies
438 University Avenue
21st Floor
Toronto, ON M5G 2K8

Attention: S. Harlan Schonfeld
Telephone: 416-862-7785, Extension 1
E-mail: harlan@schonfeldinc.com
Fax: 416-862-2136

Any such notice or other communication by a Claimant or Creditor shall be deemed received only upon actual receipt thereof by the Manager during normal business hours on a Business Day.

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MISCELLANEOUS

21. THIS COURT ORDERS that nothing in this Claims Procedure Order shall be taken to determine the priorities between the claims made in the Notice of Application in this proceeding and the Proven Claims of any Creditor.
22. 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.



6317672.4

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



JUN 19 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.

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

SCHEDULE C

**NOTICE TO CREDITORS
OF [THE COMPANY], BEING THE FORMER OWNER OF THE PROPERTY
MUNICIPALLY KNOWN AS [ADDRESS]
(hereinafter referred to as the "Company")**

RE: NOTICE OF CLAIMS PROCESS AND CLAIMS BAR DATE

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice made ●, 2014 (the "**Claims Procedure Order**"), a claims process has been commenced for the purpose of identifying and determining Claims against the Company.

PLEASE TAKE NOTICE that the claims process applies only to the Claims described in the Claims Procedure Order. The Company's creditors should have received Proof of Claim Document Packages, if those creditors are known to the Company and if the Company has a current address for such creditors. Any creditor who has not received a Proof of Claim Document Package and who believes that he, she or it has a Claim against the Company under the Claims Procedure Order must contact the Manager by telephone (416-862-7785) or by fax (416-862-2136) in order to obtain a Proof of Claim form. Creditors may also obtain copies of the Claims Procedure Order and Proof of Claim forms from the Manager's website: <http://www.schonfeldinc.com>.

THE CLAIMS BAR DATE is 4:00 p.m. (Toronto Time) on [INSERT DATE, being 30 days from the Claims Notice Date pursuant to the Claims Procedure Order]. Completed Proofs of Claim must be received by the Manager by the Claims Bar Date. It is your responsibility to ensure that the Manager receives your Proof of Claim by the above-noted time and date.

CLAIMS OF CREDITORS WHO DO NOT FILE A PROOF OF CLAIM IN RESPECT OF SUCH CLAIMS BY THE CLAIMS BAR DATE SHALL BE FOREVER EXTINGUISHED AND BARRED.

DATED at Toronto this _____ day of _____, 2014.

- 2 -

**SCHONFELD INC.,
in its capacity as Court-appointed
Manager of the Company**

SCHEDULE D**INSTRUCTION LETTER FOR THE CLAIMS PROCESS
FOR CREDITORS OF [THE COMPANY]**
(hereinafter referred to as the "Company")**A. CLAIMS PROCESS**

By Order of the Ontario Superior Court of Justice made ●, 2014 (the "**Claims Procedure Order**"), Schonfeld Inc., in its capacity as Court-appointed Manager, has been authorized to conduct a claims process in respect of Claims against the Company (the "**Claims Process**"). A copy of the Claims Procedure Order and other related information can be obtained from the Manager's website: <http://www.schonfeldinc.com>.

This letter provides general instructions for completing a Proof of Claim form in connection with the Claims Process. Capitalized terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Process is intended to identify and determine the amount of Claims against the Company. Please review the Claims Procedure Order for the full terms of the Claims Process.

If you have any questions regarding the Claims Process, please consult the website of the Court-appointed Manager provided above, or contact the Manager at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to the Court-appointed Manager by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission addressed at:

Schonfeld Inc.
Court-appointed Manager of the Company
438 University Avenue
21st Floor
Toronto, ON M5G 2K8

Attention: S. Harlan Schonfeld
Telephone: 416-862-7785, Extension 1
E-mail: harlan@schonfeldinc.com
Fax: 416-862-2136

- 2 -

B. FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against the Company, you must file a Proof of Claim with the Manager. The Proof of Claim must be received by the Manager **by 4:00 p.m. (Toronto Time) on [INSERT DATE, being 30 days from the Claims Notice Date pursuant to the Claims Procedure Order], the Claims Bar Date.** It is your responsibility to ensure that the Manager receives your Proof of Claim by the above-noted time and date.

IF YOU DO NOT FILE A PROOF OF CLAIM IN RESPECT OF ANY SUCH CLAIMS BY THE CLAIMS BAR DATE, YOUR CLAIMS SHALL BE FOREVER EXTINGUISHED AND BARRED.

All Claims denominated in a currency other than Canadian dollars shall be converted by the Manager to Canadian dollars at the Bank of Canada noon spot rate as at the Claims Bar Date.

C. ADDITIONAL PROOF OF CLAIM FORMS

Additional Proof of Claim forms and other related information, including the Claims Procedure Order establishing the Claims Process, can be obtained from the Manager's website at <http://www.schonfeldinc.com>, or by contacting the Manager at the telephone and fax numbers indicated above.

DATED at Toronto this _____ day of _____, 2014.

**SCHONFELD INC.,
in its capacity as Court-appointed
Manager of the Company**

SCHEDULE E

**PROOF OF CLAIM RELATING TO [THE COMPANY],
BEING THE FORMER OWNER OF THE PROPERTY MUNICIPALLY KNOWN AS
[ADDRESS]
(hereinafter referred to as "the Company")**

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: _____

(the "Creditor"). (Full legal name should be the name of the original Creditor of the Company, notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred).

2. Full Mailing Address of the Creditor (the original Creditor not the assignee):

3. Telephone Number: _____

4. E-Mail Address: _____

5. Facsimile Number: _____

6. Attention (Contact Person): _____

- 2 -

7. Has the Claim been sold or assigned by the Creditor to another party (check one)?

Yes: ☐ No: ☐

B. PARTICULARS OF ASSIGNEE(S) (IF ANY):

8. Full Legal Name of Assignee(s):

(If Claim (or a portion thereof) has been assigned, insert full legal name of assignee(s) of Claim (or portion thereof). If there is more than one assignee, please attach a separate sheet with the required information.)

9. Full Mailing Address of Assignee(s):

10. Telephone Number of Assignee(s): _____

11. E-Mail Address: _____

12. Facsimile Number: _____

13. Attention (Contact Person): _____

C. PROOF OF CLAIM:

I, _____
[name of Creditor or Representative of the Creditor], of

_____ do hereby certify:
(city and province)

- 3 -

(a) that I (check one)

☐ am the Creditor of the Company; OR

☐ am _____ (state position or title) of

(name of Creditor)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor asserts its claim against the Company; and

(d) the Company was and still is indebted to the Creditor \$ _____ : (Claims denominated in a currency other than Canadian dollars shall be converted by the Manager to Canadian Dollars at the Bank of Canada noon spot rate as at the Claims Bar Date.)

D. NATURE OF CLAIM

(check and complete appropriate category)

☐ A. UNSECURED CLAIM OF \$ _____

That in respect of this debt, I do not hold any security.

☐ B. SECURED CLAIM OF \$ _____

That in respect of this debt, I hold security valued at \$ _____ particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

- 4 -

E. PARTICULARS OF CLAIM:

Other than as already set out herein the particulars of the undersigned's total Claim are attached.

(Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, date and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Company to the Creditor and estimated value of such security.)

F. FILING OF CLAIM

This Proof of Claim must be received by the Manager by no later than 4:00 p.m. (Toronto Time) on [INSERT DATE, being 30 days from the Claims Notice Date pursuant to the Claims Procedure Order], the Claims Bar Date, by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

Schonfeld Inc.
Court-appointed Manager of the Company
438 University Avenue
21st Floor
Toronto, ON M5G 2K8

Attention: S. Harlan Schonfeld
Telephone: 416-862-7785, Extension 1
E-mail: harlan@schonfeldinc.com
Fax: 416-862-2136

FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND IN YOU BEING PREVENTED FROM MAKING OR ENFORCING A CLAIM AGAINST THE COMPANY. In addition, you shall not be entitled to further notice, and shall not be entitled to participate as a creditor, in these proceedings.

Dated at _____ this ____ day of _____, 2014.

- 5 -

Signature of Creditor

SCHEDULE F

NOTICE OF DISALLOWANCE RELATING TO [THE COMPANY]
(hereinafter referred to as “the Company”)

TO: **[insert name and address of creditor]**

The Court-appointed Manager hereby gives you notice that it has reviewed your Claim and has revised or rejected your Claim as follows:

	The Proof of Claim as Submitted	The Proof of Claim as Accepted
Claim		

A. Reasons for Disallowance or Revision:

[insert explanation]

If you do not agree with this Notice of Disallowance, please take notice of the following:

If you dispute this Notice of Disallowance, you must, by no later than 4:00 p.m. (Toronto Time) on [INSERT DATE, being fourteen (14) days after the Notice of Disallowance is sent by the Manager pursuant to the Claims Procedure Order], notify the Manager by delivery of a Dispute Notice to the following address:

Schonfeld Inc.
Court-appointed Manager of the Company
438 University Avenue
21st Floor
Toronto, ON M5G 2K8

Attention: S. Harlan Schonfeld
Telephone: 416-862-7785, Extension 1
E-mail harlan@schonfeldinc.com
Fax: 416-862-2136

- 2 -

The form of Dispute Notice is enclosed. If you do not deliver a Dispute Notice by the above-noted time and date, your Claim shall be deemed to be as set out in this Notice of Disallowance.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at Toronto, this ____ day of _____, 2014.

**SCHONFELD INC.,
in its capacity as Court-appointed
Manager of the Company**

SCHEDULE G

DISPUTE NOTICE RELATING TO [THE COMPANY] (hereinafter referred to as "the Company")

A. PARTICULARS OF CREDITOR:

1. Full Legal Name of Creditor: _____

(Signature of individual completing this
Dispute Notice)

Date

2. Full Mailing Address of the Creditor:

3. Telephone Number: _____

4. E-Mail Address: _____

5. Facsimile Number: _____

B. REASONS FOR DISPUTE:

We hereby give you notice of our intention to dispute the Notice of Disallowance dated _____, 2014.

(Provide full particulars of the Claim and supporting documentation. Attach additional page if necessary.)

- 2 -

This Dispute Notice must be returned by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission and be received by the Manager by no later than **4:00 P.M. (TORONTO TIME) ON [INSERT DATE, being fourteen (14) days after the Notice of Disallowance is sent by the Manager pursuant to the Claims Procedure Order]** at the following address:

Schonfeld Inc.
Court-appointed Manager of the Company
438 University Avenue
21st Floor
Toronto, ON M5G 2K8

Attention: S. Harlan Schonfeld
Telephone: 416-862-7785, Extension 1
E-mail: harlan@schonfeldinc.com
Fax: 416-862-2136

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

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

Ga



Agreement of Purchase and Sale Commercial

Form 600 for use in the Province of Ontario



This Agreement of Purchase and Sale dated this 11 day of December, 2014....

BUYER, Unleash Capital Inc. is a corporation to be formed agrees to purchase from

SELLER, Varsity Club of Ontario - Term 28 the following

REAL PROPERTY

Address: 2 Kelvin Avenue

fronting on the South side of Kelvin Avenue

in the City of Toronto

and having a frontage of more or less by a depth of more or less

and legally described as Pl 12 on 1 PTH Twp of York Pl 5, 64R14771, Toronto, City of Toronto, as per Schedule A

(Legal description of land including easements not described elsewhere) (the "property").

SIX
PURCHASE PRICE:
66164

1,700,000.00
Dollars (CDN\$) 1,600,000.00

One Million Five Hundred Thousand

FIVE L FIFTY

Deposit Buyer submits 2 business days after acceptance

One Hundred
Twenty Thousand

100,000.00
Dollars (CDN\$) 100,000.00

by negotiable cheque payable to Melmacellin Commercial Realty Inc. "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, & B SELLER Buyer attached hereto (part) of this Agreement.

1. IRREVOCABILITY This offer shall be irrevocable by Buyer Seller until 1:00 p.m. on 8th day of December 2014 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 See Schedule B day of 20 Upon completion, vacant possession of the property shall be given to the Buyer, unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): AB

INITIALS OF SELLER(S): SW

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Form 600 Revised 2015 Page 1 of 1
Valid until Jan 2016

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 counteroffer, 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.: 416-703-6735

(For delivery of Documents to Seller)

FAX No.: 416-703-6735

(For delivery of Documents to Buyer)

Email Address: robert.love@metconrealty.com
(For delivery of Documents to Seller)

Email Address: mhuang@metconrealty.com
(For delivery of Documents to Buyer)

4. **CHATELLE INCLUDED:**

Those belonging to the Seller and having to do with the maintenance of the property.

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

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

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 15 days prior to the day of closing (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 (hereinafter "Use") 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):

AD

INITIALS OF SELLER(S):

JV

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Form 600 Revised 2016 Page 2 of 6

Valid until Jan 2016

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):

MB

INITIALS OF SELLER(S):

SN

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 30(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmeted public or private utility charges and unmeted 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 shall 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)

AB

INITIALS OF SELLER(S)

JN



Schedule A **Agreement of Purchase and Sale - Commercial**

Form 500 for use in the Province of Ontario



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

BUYER, Highway Capital Inc. in trust for a corporation to be formed, and

SELLER, Variety Club of Ontario - Tort 28

for the purchase and sale of 2 Kelvin Avenue

Toronto

dated the 11 day of December, 2014

Buyer agrees to pay the balance as follows:

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

INITIALS OF BUYER(S):

AB

INITIALS OF SELLER(S):

Jan



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Form 500 Revised 2015 Page 6 of 6
WILLFORMS® Jan 2016

SCHEDULE "A"

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

BUYER: Epilurus Capital Inc., In trust for a corporation to be formed and

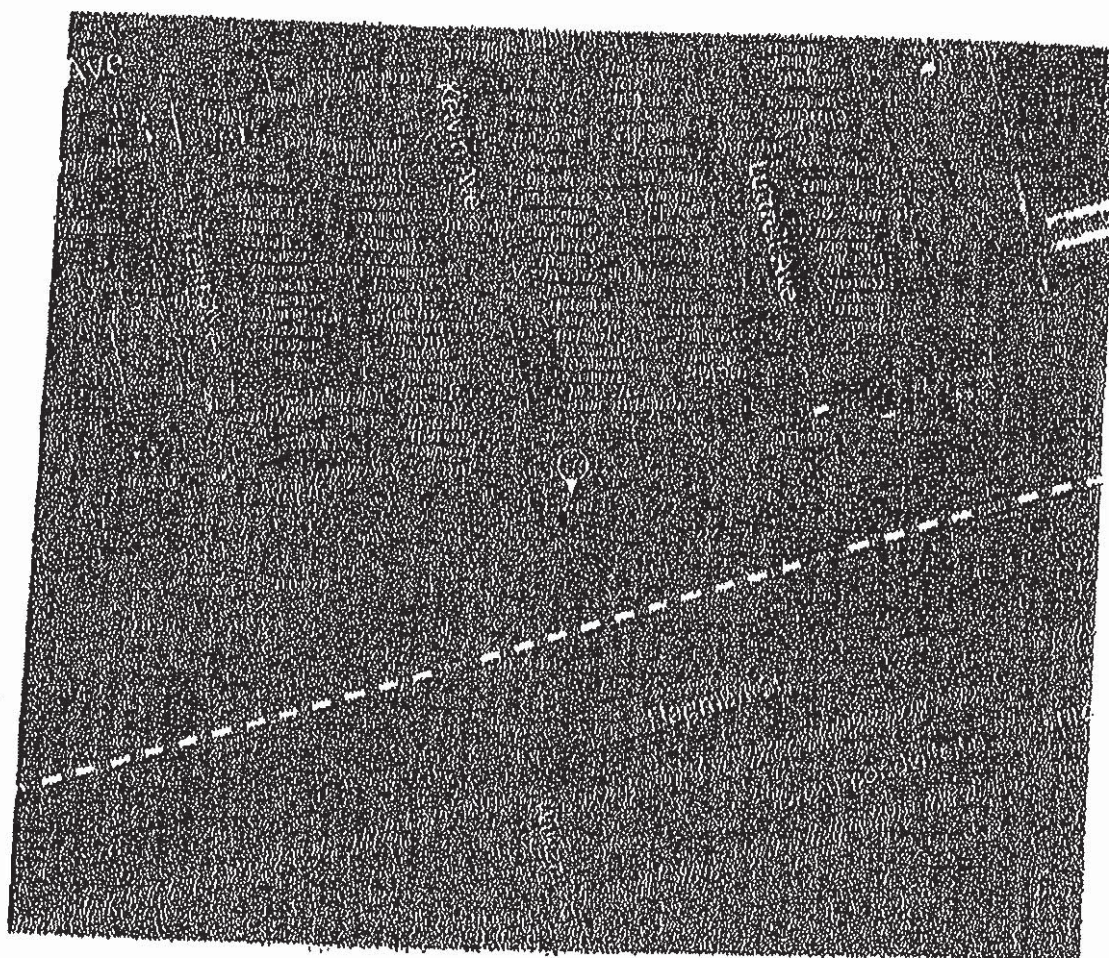
SELLER: Variety Club of Ontario - Tent 28

For the purchase and sale of: 2 Kelvin Avenue, Toronto

Dated the 11th day of December, 2014.

LEGAL DESCRIPTION

Pt 1/2 con 1 FTB Twp of York Pt 5, 64R14771, Toronto, Cily of Toronto
PIN: 210130226



BUYER	SELLER
AS	JS

.../cont'd

SCHEDULE "B"

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

BUYER: Episcurus Capital Inc., in trust for a corporation to be formed and
 SELLER: Variety Club of Ontario - Tent 28
 For the purchase and sale of: 2 Kelyln Avenue, Toronto
 Dated the 11th day of December, 2014.

Buyer agrees to pay the balance as follows:

- 1.0 THE BUYER AGREES to pay the balance of the purchase price, subject to the usual adjustments, by certified cheque to the Seller on closing. In addition, the Buyer acknowledges that the purchase price is exclusive of any goods and services tax ("HST") required to be paid on the purchase price and the Buyer agrees it shall be responsible for all HST due with respect to the completion of the Agreement. Notwithstanding the foregoing, the Seller agrees the Buyer may self assess with respect to the payment of HST, provided the Buyer is duly registered under the *Excise Tax Act* (Canada) and provides to and in favour of the Seller, on closing, evidence of the foregoing and a standard form of Certificate and Indemnity confirming the Buyer's HST registration and agreeing to indemnify and save harmless the Buyer in respect of the payment of any HST with respect to the Agreement.
- 2.0 THE BUYER'S DEPOSIT shall be placed in an interest bearing term deposit with interest, if any, to the benefit of the Buyer to be paid on completion or other termination of this Agreement.
- 3.0 THE CLOSING DATE/ CLOSING shall be ~~Sixty (60)~~ Thirty (30) days after the Buyer waives the conditions described in Clause 6.0 herein. Closing shall be conditional upon the Seller providing possession as contemplated in this Agreement as well as all of Seller's representations, warranties, covenants and obligations contemplated in this Agreement being true and/or in compliance and all Closing Documents shall have been delivered to the Buyer at the Closing Date.
- 4.0 THE SELLER REPRESENTS AND WARRANTS AS TO THE FOLLOWING.
 - a) The Seller has not received any Notice of Expropriation on any part of the Real Property and is not aware of any such possible plans.
 - b) ~~Any fixtures and chattels included in the purchase price are fully paid for, and clear of all encumbrances.~~
 - c) The Seller has power and absolute authority to convey the Real Property to

BUYER	SELLER
AB	JW

...cont'd

SCHEDULE "B"

2

the Buyer on closing in accordance with the intention of this Agreement, free and clear of all encumbrances, save for those permitted encumbrances currently registered on Title.

- d) ~~That there are no work orders or deficiency notices outstanding against the Real Property, and if so, they will be complied with at the Seller's expense before the date of closing.~~ (JW) (AB)
- e) The Seller will not enter into any leases on or before closing.
- f) ~~Save and except as set forth in the environmental report, to the best of the Seller's personal knowledge, the building and land complies with all environmental legislation and that there are no asbestos type materials, Polychlorinated Biphenyls (PCB), Urea Formaldehyde, radioactive substances or materials deemed contaminated or hazardous under applicable legislation;~~ (JW) (AB)
- g) The Seller has no knowledge and has received no notice of any pending or threatened litigation as a result of any violation of any existing by-laws, regulations or statutes relating to the use of the Lands for the purposes contemplated by the Lease;
- h) ~~The Seller is a Canadian resident for the purpose of determining its liability for the payment of income tax pursuant to the Income Tax Act of Canada; it being understood that if the Seller is not a Canadian resident for the purpose of determining its liability for payment of income tax pursuant to the Income Tax Act of Canada, the Seller will, at the Closing Date, produce a Certificate of Compliance issued by the Department of National Revenue pursuant to Section 146 of the said Act; and;~~ (JW) (AB)
- i) The Seller, as of the closing date, shall have terminated the employment or contract of all persons, firms or corporations engaged at, or in respect to the Property at its own expense and liability, including without limitation, any property management agreement, except as otherwise advised in writing by the Buyer prior to closing, if applicable;
- j) ~~No other person has an option or right of first refusal to purchase the Property or any thereof;~~ (JW) (AB)
- k) ~~The Property has not been used for storage or dumping of "Hazardous Material". Hazardous Material means any contaminant or pollutant and any substance that when released to the natural environment may cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, Hazardous Material includes any pollutant;~~ (JW) (AB)

BUYER	SELLER
AB	JW

...cont'd

SCHEDULE "B"

3

~~contaminant, waste, hazardous waste or dangerous good as defined by applicable federal, provincial and/or municipal laws for the protection of the natural environment or human health; and,~~ (JW) (AB)

~~f) No order has been issued, or proceedings taken under the Environmental Protection Act;~~ (JW) (AB)

m) ~~That there shall be no binding contracts on the Property whatsoever on closing unless accepted and assumed by the Buyer in its sole discretion.~~

to the best of his ability, if available (JW) (AB)

6.0 WITHIN FIVE (5) DAYS following the acceptance of this Offer, the Seller shall supply the Buyer with the following:

- a) A survey of the property completed by a registered Ontario Land Surveyor showing the structures situated thereon, land elevations, and any rights of way, encroachments, easements or other encumbrances;
- b) Original copies of the existing Property Assessment and year 2012 to 2014 Property Tax Bills; (JW) (AB)
- c) Copies of all Appraisals, Environmental Reports and Site Assessments if completed;
- d) Copies of all the "as built" plans, specifications and appraisals, redevelopment and rezoning documents, all plans for mechanical, electrical and structural systems;
- e) All income and expense records including all agreements to lease, taxes, repairs and maintenance, capital costs, insurance, utilities for 2012 to 2014 (JW) (AB)
- f) Letters of authorization directed to those governmental and other authorities having jurisdiction over the Real Property authorizing such authorities to release any information and copies of documents in their possession regarding the Real Property under their jurisdiction and to advise the Buyer or its proposed lenders of any defects or non-compliance with matters under the jurisdiction of such authorities or municipalities. Notwithstanding the above, in respect of the Seller providing authorizations to and in favour of the Seller directed to governmental and other authorities, such authorizations shall be limited to the release of information in their files and will not permit the authorization of any inspections at the Property without the further prior written consent of the Seller.

6.0 THE BUYER'S OBLIGATION to complete this Agreement of Purchase and Sale is subject to the following condition which is for the sole benefit of the Buyer, the compliance with which shall be a condition precedent to any obligation hereunder on the part of the Buyer. The condition referred to are as follows;

BUYER	SELLER
(JW)	(JW)

.../0001/03

SCHEDULE "B"

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AB

JW

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Following acceptance of this Agreement of Purchase and Sale and delivery of all items outlined in clause 5.0 herein, there shall be a ~~Thirty (30)~~ ^{Forty} Business Day Inspection Period. The Buyer, in its sole, absolute and unfettered discretion, must be fully satisfied with the following at its own expense, even if considered unreasonable by the Seller's lawyer:

- a) The environmental condition of the property including the soil. (For the purpose of this sub-clause the Buyer may enter upon the real property and the land on prior arrangement and during the Seller's regular business hours for the purpose of taking any soil tests or material tests, provided that after any such surveys and tests are made, the Buyer will, at its own expense, return the real property to the state in which it was before the commencement of such surveys and tests.). If the Buyer's Environmental Consultant requires a Phase 2 Environmental Audit, the Buyer's "Inspection Period" shall be extended for an additional ~~Thirty (30)~~ ^{Forty} days. ~~be completed in the 30 business day period~~ ^{be completed in the 40 business day period}
- If the Buyer does not deliver written notice to the Seller by the end of the Inspection Period that the conditions have been satisfied or waived, then the conditions shall be deemed to not have been satisfied and this Agreement of Purchase and Sale shall be null and void and of no further force and effect. The deposit, together with accrued interest herein, if any, shall be returned to the Buyer forthwith, without interest or deduction. For further certainty, and without limiting the generality of the foregoing, the Seller acknowledges and agrees that it shall be estopped from challenging the Buyer's right to terminate this Agreement pursuant to this Paragraph on the basis that the Buyer's discretion hereunder was exercised unreasonably.

- 7.0 THE BUYER, its architects, engineers or agents, shall have the right prior to the closing date to access the Real Property during normal business hours, and with reasonable notice, to conduct its inspections. The BUYER shall be responsible for and repair any damage caused by its inspections or environmental assessment.

to the best of his ability and if available

- 8.0 THE SELLER AGREES TO DELIVER THE FOLLOWING TO THE BUYER ON OR BEFORE CLOSING:

- a) Executed copies of a Transfer/Deed of Land;
- b) A Statement of Adjustments;
- c) Executed copies of a Direction for the payment of the balance of the Purchase Price due on Closing;
- d) Executed copies of an Undertaking to re-adjust all items on the Statement of Adjustments and possession of the Property and declaring that the Seller is not a non-resident corporation of Canada for purposes of the Income Tax Act (Canada);

BUYER	SELLER
AB	JW

.../s/...

SCHEDULE "B"

5

- e) Keys to all locks on the Property as may be in the possession of the Seller and the Seller's agents;
 - f) The Seller shall provide an estoppel certificate satisfactory to the Buyer's solicitor, acting reasonably, executed by each Tenant, verifying the terms of the lease agreement, the prepaid rent and/or security deposit held by the Seller, and that there are no claims or set-offs claimed by the Tenant.
 - g) All other documents which are required and which the Buyer has reasonably requested on or before closing to give effect to this transaction.
- 9.0 IT IS UNDERSTOOD AND AGREED that the Buyer, until closing, shall have the right to assign this Agreement of Purchase And Sale to a corporation or corporations, individual or individuals, to be designated by the Buyer; and upon such assignment, the Buyer shall be relieved of all liabilities and obligations under the provisions of the Agreement with the intent and purpose that this Agreement shall be construed and read as though it had been executed in the first instance by the assignee or assignees designated.
- 10.0 ANY AND ALL WRITTEN NOTICES or other communication in connection with this Agreement shall be given in writing and delivered personally or delivered by telecopier, courier, or registered mail with postage thereon fully paid, to Metropolitan Commercial Realty Inc., until the waiving or satisfying of the aforementioned conditions, or after such time to the intended recipient.
- 11.0 THE PARTIES AGREE TO BE BOUND BY THIS AGREEMENT if the Offer, amendments or notices acceptance thereof, is obtained by telefax. A thermal paper type telefax may be photocopied to provide additional copies. Every telefax shall be accompanied by a cover page giving the name, address, telephone number of the sender and the number of pages telefaxed. The receiver shall examine the telefax, report any missing or illegible pages to the sender and obtain new or replacement pages from the sender.
- 12.0 THE SELLER AGREES THAT from and after acceptance of this agreement, and up until closing, the Buyer shall be permitted access to the building during reasonable times by providing written notice to the Seller at least twenty-four (24) hours in advance. Said notice shall be delivered to the real estate agent, who will coordinate such access with the Tenant.
- 13.0 Upon the waiver by the Buyer of the conditions in Paragraph 6, the Buyer may place

BUYER	SELLER
AB	gm

.../cont'd

SCHEDULE "B"

6

signs on the Property regarding commercial space being available for lease.

- 14.0 After the acceptance of this offer and prior to closing the Seller covenants and agrees to neither amend nor enter into any agreements, which will affect the title or bind the owner of the property after closing without the prior written consent for the Buyer.

15.0 The Seller makes no representations or warranties of any kind, either expressed or implied, as to the condition of the soil, the subsoil, the ground, and surface water or any other environmental matters, the condition of the property whatsoever, including the use to which it may be put and its zoning. The Buyer shall accept the property and fixtures thereon in an "as is" condition. (gn) (AB)

16.0 If the Buyer completes his own Phase 2 Environmental Audit at the Buyer's cost, and has not delivered notice to the Seller within the 30 business day conditional period, as per clause 6.0 herein, the Buyer shall deliver to the Seller at no cost to the Seller an original copy of all Environmental reports conducted by the Buyer and a "Letter of Reliance." (gn) (AB)

BUYER	SELLER
AB	gn

.../cont'd

H




Fox, Carlie

From: Bernie Gropper <bgropper@gropperlaw.com>
Sent: Tuesday, September 20, 2016 9:29 AM
To: Fox, Carlie
Cc: Dunn, Mark
Subject: RE: DBDC Spadina Ltd. et al. v. Norma Walton and Ronauld Walton et al. - Court File No. CV-13-10280-00CL

Follow Up Flag: Follow up
Flag Status: Completed

As per my earlier email, the only documents from closing that are relevant are the Undertakings to Readjust. My view is that the Purchaser has no claim to the benefits of a reassessment which relate to the period prior to closing, particularly since the Purchaser was not responsible for the application for or processing of, the tax appeal.

BERNARD GROPPER
 Barrister and Solicitor
 300 - 261 Davenport Road
 Toronto ON M5R 1K3

 Tel: 416.962.3000
 Fax: 416.487.3002
 Email: bgropper@gropperlaw.com

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From: Fox, Carlie [mailto:cfox@goodmans.ca]
Sent: Tuesday, September 13, 2016 9:20 AM
To: Bernie Gropper <bgropper@gropperlaw.com>
Cc: Dunn, Mark <mdunn@goodmans.ca>
Subject: FW: DBDC Spadina Ltd. et al. v. Norma Walton and Ronauld Walton et al. - Court File No. CV-13-10280-00CL

Hi Bernard,

The APS does not appear to address the realty tax issue. Do you recall there being any letters of direction exchanged between the parties that reference realty taxes?

Thanks again for your ongoing assistance.

Thanks,
Carlie

Carlie Fox
 Goodmans LLP

416.849.6907
cfox@goodmans.ca
goodmans.ca

From: Bernie Gropper [<mailto:bgropper@gropperlaw.com>]
Sent: Friday, April 22, 2016 11:34 AM
To: Fox, Carlie <cfox@goodmans.ca>
Cc: James Merryweather <jmerryweather@schonfeldinc.com>; Dunn, Mark <mdunn@goodmans.ca>
Subject: RE: DBDC Spadina Ltd. et al. v. Norma Walton and Ronauld Walton et al. - Court File No. CV-13-10280-00CL

I can check the Agreement, but I don't believe that the Purchaser has any claim on the benefits of a reassessment which relate to the period prior to closing. The mutual undertakings to readjust between the Purchaser and the Vendor would mean that any reduction in taxes payable for the period prior to closing accrue to the Vendor.

BERNARD GROPPER
Barrister and Solicitor
300 - 261 Davenport Road
Toronto ON M5R 1K3

☎ Tel: 416.962.3000
☎ Fax: 416.487.3002
✉ Email: bgropper@gropperlaw.com

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From: Fox, Carlie [<mailto:cfox@goodmans.ca>]
Sent: Friday, April 22, 2016 10:26 AM
To: Bernie Gropper <bgropper@gropperlaw.com>
Cc: 'James Merryweather' <jmerryweather@schonfeldinc.com>; Dunn, Mark <mdunn@goodmans.ca>
Subject: RE: DBDC Spadina Ltd. et al. v. Norma Walton and Ronauld Walton et al. - Court File No. CV-13-10280-00CL

Dear Mr. Gropper,

Thank you for providing a copy of the APS in connection with 2 Kelvin Avenue (the "Property").

As you may know, the former owner of the Property, 6195 Cedar Street Limited (the "Company"), filed a tax assessment appeal with respect to the Property, which has now been resolved. To facilitate the Company's ability to collect the amount payable, could you kindly advise whether the purchaser agreed that tax refunds relating to the period prior to the purchaser's ownership would be to the benefit of the Company?

Please let us know if it would be convenient to arrange a call to discuss.

Thank you for your continued assistance in this matter.

Kind regards,



Carlie Fox
Goodmans LLP

416.849.6907

cfox@goodmans.ca
goodmans.ca

From: Bernie Gropper [<mailto:bgropper@gropperlaw.com>]
Sent: Monday, March 21, 2016 6:33 PM
To: Fox, Carlie
Cc: James Merryweather; Dunn, Mark
Subject: RE: DBDC Spadina Ltd. et al. v. Norma Walton and Ronauld Walton et al. - Court File No. CV-13-10280-00CL

BERNARD GROPPER
Barrister and Solicitor
300 - 261 Davenport Road
Toronto ON M5R 1K3

 Tel: 416.962.3000
 Fax: 416.487.3002
 Email: bgropper@gropperlaw.com

This e-mail communication is CONFIDENTIAL AND LEGALLY PRIVILEGED. If you are not the intended recipient, please notify me at the telephone number shown above or by return e-mail and delete this communication and any copy immediately.

From: Fox, Carlie [<mailto:cfox@goodmans.ca>]
Sent: Monday, March 21, 2016 4:19 PM
To: Bernie Gropper <bgropper@gropperlaw.com>
Cc: James Merryweather <jmerryweather@schonfeldinc.com>; Dunn, Mark <mdunn@goodmans.ca>
Subject: DBDC Spadina Ltd. et al. v. Norma Walton and Ronauld Walton et al. - Court File No. CV-13-10280-00CL

Dear Mr. Gropper,

In connection with the above-noted matter, please find attached correspondence of Mr. Dunn.

Best regards,

Carlie Fox
Goodmans LLP

416.849.6907
cfox@goodmans.ca

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7
goodmans.ca

***** Attention *****

This communication is intended solely for the named addressee(s) and may contain information that is privileged, confidential, protected or otherwise exempt from disclosure. No waiver of confidence, privilege, protection or otherwise is made. If you are not the intended recipient of this communication, or wish to unsubscribe, please advise us immediately at privacyofficer@goodmans.ca and delete this email without reading, copying or forwarding it to anyone. Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON, M5H 2S7, www.goodmans.ca. You may unsubscribe to certain communications by clicking [here](#).

Goodmans^{LLP}

Barristers & Solicitors

Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7Telephone: 416.979.2211
Facsimile: 416.979.1234
goodmans.caDirect Line: 416-849-6895
mdunn@goodmans.ca

March 21, 2016

Delivered via e-mail: bgropper@gropperlaw.com

Our File No.: 140074

Bernard Gropper Law Office
261 Davenport Road, Suite 300
Toronto ON
M5R 1K3**Attention: Bernard Gropper**

Dear Mr. Gropper:

Re: DBDC Spadina Ltd. et al v. Norma Walton et al
Court File No. 13-10280-00CL

As you are aware, we are counsel to Schonfeld Inc., the court-appointed Manager of certain properties and companies, in connection with the above-noted matter.

Prior to the Manager's appointment, 6195 Cedar Street Limited (the "**Company**"), the former owner of the property located at 2 Kelvin Avenue (the "**Property**"), filed an appeal of the realty taxes of the Property. The Property was sold by your client pending resolution of the appeal.

As part of our client's ongoing mandate relating to the property, we are seeking to bring the appeal to a conclusion and collect the amount (if any) payable to the Company. Accordingly, we would greatly appreciate it if you could provide us with a copy of the purchase agreement between your client and the purchaser, together with any ancillary agreement(s) that may potentially be relevant to the realty tax issue.

Please do not hesitate to contact us if you have any questions or concerns. Thank you in advance for your assistance in this matter.

Yours truly,

Goodmans LLPMark Dunn
MD/en
6553997.2

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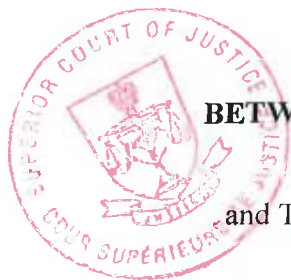
Court File No. CV-13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE NEWBOULD

)
)
)

FRIDAY, THE 16TH
DAY OF SEPTEMBER, 2016



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

ORDER

(Motions returnable September 16, 2016)

THIS MOTION, made by Schonfeld Inc. in its capacity as the manager (the "**Manager**") appointed pursuant to the Order of Justice Newbould dated November 5, 2013 for an Order for various relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Forty-First and Forty-Second Reports of the Manager dated March 29, 2016 and April 21, 2016, respectively, and the Addenda to the Forty-First and Forty-Second Reports of the Manager dated September 13, 2016 and May 2, 2016, respectively, the Motion Records of the Manager and on hearing the submissions of counsel:

- 2 -

1. THIS COURT ORDERS that the methodology for the allocation of fees incurred by the Manager and its counsel, Goodmans LLP, proposed by the Manager and described in its Forty-First Report, applicable to the Schedule "B" Companies and the Schedule "C" Properties is hereby approved.
2. THIS COURT ORDERS that the allocation to each of the Schedule "B" Companies and the Schedule "C" Companies with respect to the period from December 1, 2014 to January 1, 2016 shall be as set out in Appendices "A" and "B" to this Order.
3. THIS COURT ORDERS that the Manager is hereby authorized to make an interim distribution of proceeds as set out in Appendix "C" to this Order.



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

SEP 20 2016

PER / PAR:



December 1, 2014 to December 31, 2015 (partial indemnity for Cityview)									
Company	Allocation of Professional Fees w Partial Indemnity				Manager Funded Company Costs	TOTAL Fee Allocation + Funding	31-Dec-14		
	Specific-SI	Specific-GM	Non-Specific	Total Fees			Specific-SI	Specific-GM	Non-Specific
SCHEDULE B COMPANIES									
Ascalon	11,626.53	1,129.95	16,428.66	29,185.14	8,000.00	37,185.14	0.00	0.00	1,654.06
Bannockburn	13,074.53	6,742.41	16,428.66	36,245.59	0.00	36,245.59	339.00	189.84	1,654.06
Cityview	20,341.84	21,286.00	16,428.66	58,056.49	6,500.00	64,556.49	678.00	772.92	1,654.06
Dewhurst	5,625.61	633.37	7,676.65	13,935.62	1,000.00	14,935.62	339.00	189.84	1,654.06
Donalda	10,964.71	10,772.51	5,254.71	26,991.92	0.00	26,991.92	3,592.69	5,428.13	1,654.06
Double Rose	5,835.46	0.00	16,428.66	22,264.12	200.00	22,464.12	0.00	0.00	1,654.06
Dupont	8,769.43	65,066.83	5,994.33	79,830.59	4,000.00	83,830.59	1,695.00	1,091.58	0.00
Eddystone	3,430.18	758.04	7,676.65	11,864.87	0.00	11,864.87	0.00	0.00	1,654.06
Fraser Lands	2,616.98	0.00	7,676.65	10,293.63	0.00	10,293.63	0.00	0.00	1,654.06
Fraser Properties	4,342.03	0.00	7,676.65	12,018.68	0.00	12,018.68	0.00	0.00	1,654.06
Global Mills	1,424.43	0.00	5,994.33	7,418.76	0.00	7,418.76	0.00	0.00	0.00
Hidden Gem	15,181.02	16,503.08	16,428.66	48,112.75	0.00	48,112.75	3,394.94	5,094.30	1,654.06
Lesliebrook Holdings	15,135.84	10,431.62	16,428.66	41,996.12	0.00	41,996.12	3,394.94	4,909.84	1,654.06
Liberty Village Lands	11,580.66	754.84	16,428.66	28,764.15	0.00	28,764.15	2,489.18	0.00	1,654.06
Liberty Village Properties	6,751.85	15,991.82	16,428.66	39,172.32	0.00	39,172.32	792.77	4,909.84	1,654.06
Northern Dancer	16,449.62	24,408.61	16,428.66	57,286.88	8,000.00	65,286.88	0.00	553.39	1,654.06
Queen's Corner	3,371.44	684.22	16,428.66	20,484.31	1,100.00	21,584.31	0.00	0.00	1,654.06
Red Door Developments	2,206.91	0.00	16,428.66	18,635.56	1,000.00	19,635.56	0.00	0.00	1,654.06
Red Door Lands	1,704.69	0.00	16,428.66	18,133.34	0.00	18,133.34	0.00	0.00	1,654.06
Richmond Row/165 Bathurst	6,740.25	5,737.60	16,428.66	28,906.51	0.00	28,906.51	310.75	0.00	1,654.06
Riverdale Mansion	1,930.69	0.00	16,428.66	18,359.34	2,000.00	20,359.34	0.00	0.00	1,654.06
Royal Agincourt	12,076.32	10,863.78	16,428.66	39,368.76	0.00	39,368.76	3,394.94	5,094.30	1,654.06
Royal Gate Holdings	12,641.32	12,268.03	16,428.66	41,338.01	0.00	41,338.01	3,846.94	5,278.76	1,654.06
Salmon River Properties	2,059.83	0.00	5,994.33	8,054.16	1,050.00	9,104.16	113.00	0.00	0.00
Skyway	4,235.89	1,596.56	16,428.66	22,261.10	0.00	22,261.10	423.75	368.93	1,654.06
Tisdale	11,070.44	0.00	16,428.66	27,499.10	0.00	27,499.10	3,846.94	0.00	1,654.06
Twin Dragons	12,983.15	58,724.88	16,428.66	88,136.68	0.00	88,136.68	3,394.94	184.46	1,654.06
West Mall	19,123.64	36,134.31	9,246.44	64,504.38	0.00	64,504.38	8,842.25	15,844.67	1,654.06
Weston Lands	11,951.50	27,976.47	16,428.66	56,356.63	18,500.00	74,856.63	4,844.88	9,168.07	1,654.06
Wynford	1,898.40	1,578.72	5,994.33	9,471.46	0.00	9,471.46	0.00	0.00	0.00
Total Schedule B	257,145.15	330,043.64	397,758.19	984,946.99	51,350.00	1,036,296.99	45,733.93	59,078.86	43,005.56
SCHEDULE C PROPERTIES									
44 Park Lane Circle	607.38	11,737.48	3,323.24	15,668.09	27,450.00	43,118.09	226.00	4,442.34	1,654.06
777 St. Clarens	4,075.53	3,912.79	8,190.84	16,179.16	0.00	16,179.16	0.00	1,942.78	1,654.06
260 Emerson	3,259.11	3,720.69	8,190.84	15,170.64	0.00	15,170.64	0.00	1,942.78	1,654.06
66 Gerrard	8,734.90	814.97	16,428.66	25,978.52	0.00	25,978.52	226.00	0.00	1,654.06
324 Prince Edward	17,718.40	24,167.73	16,428.66	58,314.79	0.00	58,314.79	7,585.13	21,891.30	1,654.06
1 William Morgan	226.00	1,847.86	5,254.71	7,328.57	1,500.00	8,828.57	0.00	1,847.86	1,654.06
3270 American Drive	3,710.17	6,961.06	8,190.84	18,862.07	0.00	18,862.07	0.00	1,847.86	1,654.06
321 Carlaw	452.00	1,847.86	7,676.65	9,976.51	300.00	10,276.51	0.00	1,847.86	1,654.06
346 Jarvis, Unit A	12,384.80	54,457.62	16,428.66	83,271.07	0.00	83,271.07	2,175.25	2,556.44	1,654.06
346 Jarvis, Unit B	6,798.36	35,016.63	16,428.66	58,243.65	0.00	58,243.65	0.00	0.00	1,654.06
346 Jarvis, Unit E	339.00	1,847.86	0.00	2,186.86	0.00	2,186.86	226.00	1,847.86	0.00
346 Jarvis, Unit F	6,250.31	30,544.94	16,428.66	53,223.90	0.00	53,223.90	0.00	0.00	1,654.06
2454 Bayview	5,183.88	11,231.16	0.00	16,415.04	1,700.00	18,115.04	904.00	0.00	0.00
30 Hazelton	6,333.65	372.19	8,190.84	14,896.68	0.00	14,896.68	0.00	0.00	1,654.06
30A Hazelton	6,079.40	1,081.83	8,190.84	15,352.07	0.00	15,352.07	0.00	0.00	1,654.06
24 Cecil	9,780.15	1,877.54	16,428.66	28,086.35	0.00	28,086.35	0.00	0.00	1,654.06
2 Kelvin	2,895.63	2,330.37	8,190.84	13,416.83	0.00	13,416.83	734.50	1,847.86	1,654.06
0 Luttrell	7,096.40	10,630.76	16,428.66	34,155.81	100.00	34,255.81	113.00	0.00	1,654.06
Total Schedule C	101,925.06	204,401.34	180,400.22	486,726.61	31,050.00	517,776.61	12,189.88	47,014.97	26,464.96
63 Front	7,225.00	40,595.55	0.00	47,820.55	0.00	47,820.55	0.00	4,666.43	0.00
Total Fee Allocation	\$ 366,295.21	\$ 575,040.53	\$ 578,158.41	\$ 1,519,494.15	\$ 82,400.00	\$ 1,601,894.15	\$ 57,923.80	\$ 105,760.72	\$ 69,470.52

Schedule B Companies and Schedule C Properties
 Fee Allocation and Funding Repayment Schedule (HST included)
 December 1, 2014 to December 31, 2015 (partial indemnity for Cityview)

Appendix A

Company	31-Jan-15			28-Feb-15			31-Mar-15			30-Apr-15		
	Specific-SI	Specific-GM	Non-Specific	Specific-SI	Specific-GM	Non-Specific	Specific-SI	Specific-GM	Non-Specific	Specific-SI	Specific-GM	Non-Specific
SCHEDULE B COMPANIES												
Ascalon	678.00	0.00	1,613.36	2,084.85	0.00	1,899.03	2,339.10	0.00	1,543.42	638.45	122.89	2,204.53
Bannockburn	452.00	0.00	1,613.36	2,214.80	0.00	1,899.03	2,183.73	0.00	1,543.42	638.45	0.00	2,204.53
Cityview	5,918.38	4,598.68	1,613.36	2,486.00	4,978.03	1,899.03	1,836.25	4,868.61	1,543.42	1,582.00	14,534.81	2,204.53
Deshurst	1,017.00	0.00	1,613.36	1,469.00	0.00	1,899.03	452.00	443.53	0.00	339.00	0.00	0.00
Donalds	3,888.97	4,761.82	1,613.36	2,262.65	4,111.64	1,899.03	0.00	0.00	0.00	904.00	0.00	0.00
Double Rose	339.00	0.00	1,613.36	0.00	0.00	1,899.03	791.00	0.00	1,543.42	226.00	0.00	2,204.53
Dupont	678.00	2,065.08	1,613.36	3,390.00	6,690.54	1,899.03	847.50	962.76	0.00	0.00	160.08	0.00
Edgystone	678.00	0.00	1,613.36	1,130.00	403.22	1,899.03	0.00	354.82	0.00	0.00	0.00	0.00
Fraser Lands	904.00	0.00	1,613.36	452.00	0.00	1,899.03	155.38	0.00	0.00	113.00	0.00	0.00
Fraser Properties	904.00	0.00	1,613.36	791.00	0.00	1,899.03	155.38	0.00	0.00	0.00	0.00	0.00
Global Mills	678.00	0.00	1,613.36	0.00	0.00	1,899.03	0.00	0.00	0.00	0.00	0.00	0.00
Hidden Gem	3,888.97	4,790.11	1,613.36	2,601.65	548.32	1,899.03	0.00	150.90	1,543.42	1,356.00	10.92	2,204.53
Lesliebrook Holdings	3,888.97	4,761.82	1,613.36	3,053.65	411.64	1,899.03	1,017.00	177.41	1,543.42	113.00	0.00	2,204.53
Liberty Village Lands	3,262.17	0.00	1,613.36	3,043.05	354.82	1,899.03	1,017.00	0.00	1,543.42	113.00	0.00	2,204.53
Liberty Village Properties	626.80	4,761.82	1,613.36	688.59	411.64	1,899.03	0.00	0.00	1,543.42	113.00	0.00	2,204.53
Northern Dancer	678.00	84.88	1,613.36	2,361.70	578.13	1,899.03	2,946.48	1,796.27	1,543.42	2,333.45	599.18	2,204.53
Queen's Corner	678.00	0.00	1,613.36	0.00	0.00	1,899.03	0.00	0.00	1,543.42	113.00	0.00	2,204.53
Red Door Developments	678.00	0.00	1,613.36	0.00	0.00	1,899.03	226.00	0.00	1,543.42	0.00	0.00	2,204.53
Red Door Lands	678.00	0.00	1,613.36	0.00	0.00	1,899.03	113.00	0.00	1,543.42	0.00	0.00	2,204.53
Richmond Row/165 Bathurst	339.00	0.00	1,613.36	1,158.25	0.00	1,899.03	113.00	0.00	1,543.42	0.00	0.00	2,204.53
Rivendale Mansion	678.00	0.00	1,613.36	0.00	0.00	1,899.03	226.00	0.00	1,543.42	0.00	0.00	2,204.53
Royal Agncourt	3,888.97	4,790.11	1,613.36	2,375.65	548.32	1,899.03	226.00	150.90	1,543.42	565.00	109.23	2,204.53
Royal Gate Holdings	3,888.97	4,818.41	1,613.36	2,375.65	685.01	1,899.03	113.00	301.80	1,543.42	791.00	21.85	2,204.53
Salmon River Properties	339.00	0.00	1,613.36	0.00	0.00	1,899.03	226.00	0.00	0.00	0.00	0.00	0.00
Skyway	339.00	56.59	1,613.36	1,610.25	273.36	1,899.03	339.00	479.21	1,543.42	0.00	21.85	2,204.53
Tisdale	3,549.97	0.00	1,613.36	2,375.65	0.00	1,899.03	226.00	0.00	1,543.42	0.00	0.00	2,204.53
Twin Dragons	3,775.97	28.29	1,613.36	2,036.65	136.68	1,899.03	791.00	1,654.93	1,543.42	113.00	10.92	2,204.53
West Mall	3,503.00	15,544.44	1,613.36	2,938.00	2,140.54	1,899.03	1,327.75	576.30	1,543.42	339.00	384.20	0.00
Weston Lands	3,672.50	18,710.10	1,613.36	339.00	0.00	1,899.03	226.00	0.00	1,543.42	678.00	0.00	2,204.53
Wynford	1,582.00	0.00	1,613.36	0.00	0.00	1,899.03	0.00	0.00	0.00	0.00	0.00	0.00
Total Schedule B	56,070.60	69,772.15	48,400.80	43,238.04	18,571.91	56,970.90	17,893.55	11,917.43	32,411.82	11,068.35	15,975.94	44,090.60
SCHEDULE C PROPERTIES												
44 Park Lane Circle	0.00	0.00	1,613.36	0.00	4,706.45	0.00	0.00	0.00	0.00	0.00	1,640.76	0.00
777 St. Clares	452.00	342.11	1,613.36	0.00	557.09	1,899.03	720.38	0.00	0.00	0.00	0.00	0.00
260 Emerson	226.00	150.01	1,613.36	0.00	557.09	1,899.03	113.00	0.00	0.00	0.00	0.00	0.00
66 Gerrard	0.00	0.00	1,613.36	2,011.40	0.00	1,899.03	3,101.85	0.00	1,543.42	1,446.40	0.00	2,204.53
324 Prince Edward	1,285.38	288.15	1,613.36	2,124.40	172.89	1,899.03	2,875.85	200.01	1,543.42	1,446.40	0.00	2,204.53
1 William Morgan	0.00	0.00	1,613.36	0.00	0.00	1,899.03	113.00	0.00	0.00	0.00	0.00	0.00
3270 American Drive	678.00	0.00	1,613.36	0.00	192.10	1,899.03	268.38	288.15	0.00	0.00	1,116.72	0.00
321 Carlaw	0.00	0.00	1,613.36	0.00	0.00	1,899.03	113.00	0.00	0.00	0.00	0.00	0.00
346 Jarvis, Unit A	1,497.25	2,966.82	1,613.36	1,150.00	2,286.56	1,899.03	2,048.13	14,992.56	1,543.42	3,149.88	29,992.18	2,204.53
346 Jarvis, Unit B	113.00	0.00	1,613.36	0.00	0.00	1,899.03	1,476.06	1,762.52	1,543.42	3,107.50	28,720.55	2,204.53
346 Jarvis, Unit E	113.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
346 Jarvis, Unit F	113.00	0.00	1,613.36	0.00	0.00	1,899.03	854.56	912.48	1,543.42	3,714.88	17,705.12	2,204.53
2454 Bayview	678.00	3,222.76	0.00	678.00	3,702.16	0.00	1,144.13	2,870.58	0.00	988.75	0.00	0.00
30 Hazelton	0.00	0.00	1,613.36	0.00	0.00	1,899.03	0.00	0.00	0.00	0.00	0.00	0.00
30A Hazelton	0.00	0.00	1,613.36	0.00	0.00	1,899.03	0.00	0.00	0.00	0.00	0.00	0.00
24 Cecil	0.00	0.00	1,613.36	2,011.40	0.00	1,899.03	3,695.10	251.24	1,543.42	2,011.40	10.92	2,204.53
2 Kelvin	0.00	0.00	1,613.36	0.00	0.00	1,899.03	720.38	384.20	0.00	0.00	0.00	0.00
0 Luttrell	0.00	0.00	1,613.36	0.00	0.00	1,899.03	381.38	0.00	1,543.42	0.00	0.00	2,204.53
Total Schedule C	5,155.63	6,969.84	25,813.76	7,955.20	12,174.34	28,485.45	17,625.18	21,661.72	10,803.94	15,865.20	79,186.26	15,431.71
65 Front	0.00	537.58	0.00	0.00	2,942.72	0.00	2,525.00	23,163.70	0.00	3,085.00	7,672.04	0.00
Total Fee Allocation	\$ 61,226.23	\$ 77,279.57	\$ 74,214.56	\$ 51,193.24	\$ 33,688.97	\$ 85,456.35	\$ 38,043.73	\$ 56,742.86	\$ 43,215.76	\$ 30,018.55	\$ 102,834.24	\$ 59,522.31

Company	30-Sep-15		31-Oct-15		30-Nov-15		31-Dec-15	
	Specific-SI	Specific-GM	Non-Specific	Specific-SI	Specific-GM	Non-Specific	Specific-SI	Specific-GM
SCHEDULE B COMPANIES								
Acealon	0.00	0.00	505.55	161.43	0.00	878.74	3,452.78	401.78
Barnockburn	113.00	0.00	505.55	161.43	0.00	878.74	2,832.06	708.56
Cityview	1,017.00	0.00	505.55	839.43	0.00	878.74	904.00	708.56
Dewhurst	0.00	0.00	0.00	161.43	0.00	878.74	853.78	708.56
Donalda	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Double Rose	113.00	0.00	505.55	161.43	0.00	878.74	678.00	708.56
Dupont	0.00	8,577.10	0.00	113.00	341.83	878.74	1,305.78	781.96
Eddystone	226.00	0.00	0.00	0.00	0.00	878.74	627.78	708.56
Fraser Properties	452.00	0.00	0.00	113.00	0.00	878.74	254.25	708.56
Global Mills	0.00	0.00	0.00	226.00	0.00	878.74	430.03	708.56
Hidden Gem	0.00	0.00	505.55	113.00	0.00	878.74	876.53	708.56
Lesliebrook Holdings	0.00	0.00	505.55	161.43	0.00	878.74	641.68	708.56
Liberty Village Properties	0.00	0.00	505.55	322.86	400.02	878.74	798.06	708.56
Liberty Village Properties	0.00	0.00	505.55	96.86	0.00	878.74	708.06	708.56
Northern Dancer	226.00	478.56	505.55	96.86	0.00	878.74	387.43	708.56
Queen's Corner	0.00	0.00	505.55	322.86	0.00	878.74	387.43	708.56
Red Door Developments	113.00	0.00	505.55	96.86	0.00	878.74	437.65	708.56
Red Door Lands	0.00	0.00	505.55	96.86	0.00	878.74	387.43	708.56
Richmond Row/165 Bathurst	113.00	0.00	505.55	0.00	0.00	878.74	783.71	708.56
Riverdale Mansion	0.00	0.00	505.55	209.86	0.00	878.74	387.43	708.56
Royal Agincourt	113.00	0.00	505.55	96.86	0.00	878.74	663.65	708.56
Royal Gate Holdings	113.00	478.56	505.55	96.86	0.00	878.74	663.65	708.56
Salmon River Properties	226.00	0.00	0.00	339.00	0.00	878.74	613.43	708.56
Skyway	113.00	0.00	505.55	96.86	0.00	878.74	319.63	708.56
Tisdale	0.00	0.00	505.55	96.86	0.00	878.74	319.63	708.56
Twine Dragons	113.00	12,002.27	505.55	96.86	341.83	878.74	369.85	708.56
West Mall	226.00	0.00	0.00	1,198.61	1,644.15	878.74	319.63	708.56
Weston Lands	113.00	0.00	505.55	774.86	0.00	878.74	760.87	708.56
Wynford	0.00	0.00	0.00	0.00	0.00	878.74	226.00	708.56
Total Schedule B	3,390.00	21,536.47	10,111.00	6,412.75	2,727.82	25,483.46	21,987.92	20,548.24
SCHEDULE C PROPERTIES								
44 Park Lane Circle	0.00	771.79	0.00	0.00	0.00	0.00	226.00	0.00
777 St. Clarens	282.50	771.79	505.55	178.92	0.00	878.74	1,794.82	708.56
260 Emerson	282.50	771.79	505.55	178.92	0.00	878.74	1,811.77	708.56
66 Gerrard	226.00	0.00	505.55	56.50	0.00	878.74	0.00	708.56
324 Prince Edward	226.00	0.00	505.55	56.50	128.07	878.74	0.00	708.56
1 William Morgan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3270 American Drive	282.50	771.79	505.55	1,450.17	896.47	878.74	384.20	708.56
321 Carlaw	0.00	0.00	0.00	226.00	0.00	878.74	0.00	708.56
346 Jarvis, Unit A	282.50	0.00	505.55	1,372.95	0.00	878.74	370.08	708.56
346 Jarvis, Unit B	0.00	0.00	505.55	1,372.95	0.00	878.74	370.08	708.56
346 Jarvis, Unit E	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
346 Jarvis, Unit F	0.00	0.00	505.55	0.00	0.00	878.74	0.00	708.56
2454 Bayview	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30 Hazelton	2,706.35	0.00	505.55	1,949.25	0.00	878.74	988.75	708.56
30A Hazelton	2,706.35	0.00	505.55	2,113.10	0.00	878.74	1,220.40	708.56
24 Cecil	226.00	0.00	505.55	56.50	128.07	878.74	0.00	708.56
2 Kelvin	282.50	0.00	505.55	0.00	0.00	878.74	0.00	708.56
0 Luttrell	282.50	0.00	505.55	2,011.40	49.16	878.74	169.50	708.56
Total Schedule C	7,785.70	3,087.16	6,572.15	11,023.15	1,201.76	12,302.36	7,335.58	9,919.84
65 Front	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Fee Allocation	\$ 11,190.70	\$ 24,623.63	\$ 16,683.15	\$ 17,435.90	\$ 3,929.58	\$ 37,785.82	\$ 29,323.50	\$ 30,468.08
							\$ 22,800.58	\$ 26,402.68
								\$ 34,140.28

Professional Fee Allocation Analysis

Ability of each company to reimburse for allocated professional costs at September 16, 2016

(including partial indemnity allocation for Cityview)

(including partial indemnity allocation for Cityview)				Funds		
Company	Allocated Fees			Reimbursed to Date	Available for Reimbursement	Shortfall
	Nov'13-Nov'14	Dec'14-Dec'15	Total			
SCHEDULE B COMPANIES						
Ascalon	53,348.29	29,185.14	82,533.43	53,348.29	29,185.14	0.00
Bannockburn	72,121.54	36,245.59	108,367.13	72,121.54	36,245.59	0.00
Cityview	196,018.77	58,056.49	254,075.26	196,018.77	58,056.49	0.00
Dewhurst	66,111.41	13,935.62	80,047.03	0.00	0.00	80,047.03
Donalda	180,320.71	26,991.92	207,312.63	180,320.71	26,991.92	0.00
Double Rose	230,714.54	22,264.12	252,978.66	9,014.54	0.00	243,964.12
Dupont	226,576.80	79,830.59	306,407.39	226,576.80	79,830.59	0.00
Eddystone	55,552.93	11,864.87	67,417.80	55,552.93	11,864.87	0.00
Fraser Lands	61,261.53	10,293.63	71,555.16	17,500.00	1,000.00	53,055.16
Fraser Properties	65,213.91	12,018.68	77,232.59	0.00	0.00	77,232.59
Global Mills	55,984.01	7,418.76	63,402.77	0.00	0.00	63,402.77
Hidden Gem	167,990.27	48,112.75	216,103.02	167,990.27	0.00	48,112.75
Lesliebrook Holdings	122,095.54	41,996.12	164,091.66	122,095.54	41,996.12	0.00
Liberty Village Lands	53,566.13	28,764.15	82,330.28	42,866.13	3,000.00	36,464.15
Liberty Village Properties	101,775.66	39,172.32	140,947.98	101,775.66	39,172.32	0.00
Northern Dancer	72,020.22	57,286.88	129,307.10	72,020.22	57,286.88	0.00
Queen's Corner	96,651.08	20,484.31	117,135.39	55,651.08	0.00	61,484.31
Red Door Developments	143,771.91	18,635.56	162,407.47	53,000.00	2,000.00	107,407.47
Red Door Lands	140,576.97	18,133.34	158,710.31	3,776.97	2,000.00	152,933.34
Richmond Row/165 Bathurst	205,258.17	28,906.51	234,164.68	205,258.17	28,906.51	0.00
Riverdale Mansion	57,513.01	18,359.34	75,872.35	57,513.01	18,359.34	0.00
Royal Agincourt	139,014.95	39,368.76	178,383.71	139,014.95	39,368.76	0.00
Royal Gate Holdings	180,854.18	41,338.01	222,192.19	180,854.18	41,338.01	0.00
Salmon River Properties	36,490.33	8,054.16	44,544.49	0.00	1,000.00	43,544.49
Skyway	171,800.93	22,261.10	194,062.03	126,800.93	64,000.00	3,261.10
Tisdale	96,835.66	27,499.10	124,334.76	96,835.66	27,499.10	0.00
Twin Dragons	155,341.78	88,136.68	243,478.46	155,341.78	88,136.68	0.00
West Mall	223,503.34	64,504.38	288,007.72	0.00	0.00	288,007.72
Weston Lands	114,032.32	56,356.63	170,388.95	114,032.32	56,356.63	0.00
Wynford	67,557.67	9,471.46	77,029.13	0.00	0.00	77,029.13
Total Schedule B	3,609,874.56	984,946.99	4,594,821.55	2,505,280.45	753,594.96	1,335,946.14
SCHEDULE C PROPERTIES						
44 Park Lane Circle	53,725.48	15,668.09	69,393.57	53,725.48	15,668.09	0.00
777 St. Clarens	16,965.94	16,179.16	33,145.10	16,965.94	16,179.16	0.00
260 Emerson	16,965.94	15,170.64	32,136.58	16,965.94	15,170.64	0.00
66 Gerrard	57,966.97	25,978.52	83,945.49	57,996.97	25,948.52	0.00
324 Prince Edward	45,242.51	58,314.79	103,557.30	45,242.51	58,314.79	0.00
1 William Morgan	24,563.41	7,328.57	31,891.98	0.00	0.00	31,891.98
3270 American Drive	20,469.51	18,862.07	39,331.58	20,469.51	18,862.07	0.00
321 Carlaw	11,310.62	9,976.51	21,287.13	0.00	0.00	21,287.13
346 Jarvis, Unit A	35,345.71	83,271.07	118,616.78	35,345.71	83,271.07	0.00
346 Jarvis, Unit B	35,345.71	58,243.65	93,589.36	35,345.71	58,243.65	0.00
346 Jarvis, Unit E	35,345.71	2,186.86	37,532.57	0.00	0.00	37,532.57
346 Jarvis, Unit F	35,345.71	53,223.90	88,569.61	35,345.71	0.00	53,223.90
2454 Bayview	10,234.75	16,415.04	26,649.79	0.00	0.00	26,649.79
30 Hazelton	4,614.37	14,896.68	19,511.05	4,614.37	14,896.68	0.00
30A Hazelton	4,614.37	15,352.07	19,966.44	4,614.37	15,352.07	0.00
24 Cecil	53,725.48	28,086.35	81,811.83	53,638.27	28,173.56	0.00
2 Kelvin	36,759.54	13,416.83	50,176.37	36,759.54	13,416.83	0.00
0 Luttrell	11,310.62	34,155.81	45,466.43	11,310.62	34,155.81	0.00
Total Schedule C	509,852.35	486,726.61	996,578.96	428,340.65	397,652.94	170,585.37
65 Front	35,239.33	47,820.55	83,059.88	35,239.33	0.00	47,820.55
Other properties	22,009.68	0.00	22,009.68	0.00	0.00	22,009.68
Total Fee Allocation	4,176,975.92	1,519,494.15	5,696,470.07	2,968,860.43	1,151,247.90	1,576,361.75

Appendix "C"

Schedule C - Claims Process - Proposed Payment
as of April 30, 2016

Company	Creditor	Claim Filed		Accepted		Proposed Payment		%
		Secured	Unsecured	Secured	Unsecured	Secured	Unsecured	
30A Hazelton (30A Hazelton)	Canada Revenue Agency	37,184.54	3,991.79	37,184.54	3,991.79	37,184.54	3,991.79	
	(1) 1607544 Ontario Inc.		875,000.00					
	(2) Carcol Ltd.		30,593.77		4,538.92		4,538.92	
	(2) Lightland Inc.		1,866.20					
	Ministry of Finance, Land Tax		18,303.87		18,303.87		18,303.87	
	Terry Koks		4,637.18		4,637.18		4,637.18	
	(2) Walmar Electrical Services		2,105.19		1,240.74		1,240.74	
		37,184.54	936,498.00	37,184.54	32,712.50	37,184.54	32,712.50	100%
Atala Investments (30 Hazelton)	Cintas Canada Limited		276.73		276.73		276.73	
	Enbridge		311.21		311.21		311.21	
	Gluck Partnership Architects		944.58		944.58		944.58	
	Laser Heating & A/C Inc.	7,563.25		7,563.25		7,563.25		
	March Elevator Limited		1,672.74		1,672.74		1,672.74	
	Safety Media Inc.		836.65		836.65		836.65	
	Titan Plumbing Ltd.		949.25		949.25		949.25	
	Unistar Stone & Construction		2,034.00		2,034.00		2,034.00	
	Universal Recycling		644.52		644.52		644.52	
	(2) Walmar Electrical Services		1,469.00		271.20		271.20	
		7,563.25	9,138.68	7,563.25	7,940.88	7,563.25	7,940.88	100%
1780355 Ontario (346 Jarvis-A,B)	Canada Revenue Agency	3,959.41	14,062.23	3,959.41	14,062.23	3,959.41	14,062.23	
	(3) 781526 Ontario Inc.							
	(2) Carcol Ltd.		9,388.38		6,479.69		6,479.69	
	Titan Plumbing Ltd.		717.11		717.11		717.11	
	Unistar Stone & Construction		2,486.00		2,486.00		2,486.00	
	Wayne Long Architect		8,360.18		8,360.18		8,360.18	
		3,959.41	35,013.90	3,959.41	32,105.21	3,959.41	32,105.21	100%
United Empire (3270 American)	Canada Revenue Agency	5,358.87	2,825.30	5,358.87	2,825.30	5,358.87	2,825.30	
	Dickinson Wright LLP		4,328.54		4,328.54		4,328.54	
		5,358.87	7,153.84	5,358.87	7,153.84	5,358.87	7,153.84	100%
St. Clarens (777 St. Clarens)	Canada Revenue Agency	3,979.57	343.42	3,979.57	343.42	3,979.57	218.35	
	(4) Christine Dejong Medicine		665,000.00		665,000.00		0.00	
	MTE Consultants Inc.		33,242.10		33,242.10		21,136.00	
		3,979.57	698,585.52	3,979.57	698,585.52	3,979.57	21,354.35	64%
Emerson Dev. (260 Emerson)	Canada Revenue Agency	1,794.00	157.31	1,794.00	157.31	1,794.00	43.45	
	(4) Christine Dejong Medicine		665,000.00		665,000.00		0.00	
		1,794.00	665,157.31	1,794.00	665,157.31	1,794.00	43.45	28%
619S Cedar (2 Kelvin)	(5) AEC Paralegal Corporation		115,680.14		72,611.91		12,417.04	
	Bousfields Inc.		6,753.89		6,753.89		1,154.95	
	East West Services Co. Ltd.		2,373.00		2,373.00		405.80	
	Enbridge		1,457.95		1,457.95		249.32	
	Optimum Waste & Recycling		5,708.14		5,708.14		976.12	
	Rady-Pentek & Edward Survey		648.62		648.62		110.92	
	Toronto Hydro		2,758.80		2,758.80		471.77	
		0.00	135,380.54	0.00	92,312.31	0.00	15,785.92	17%

- Notes: (1) Claim filed for preferred shares; claim was disallowed, subsequently disputed by claimant.
(2) Claim partially or completely disallowed by Manager, not disputed by claimant.
(3) Claim filed without specified value for beneficial interest in property.
(4) Creditor advanced \$665,000 to St. Clarens/Emerson project; claimed full amount in both properties. Payout is being deferred as Applicant opposes payment to creditor (\$422,820.38 in St. Clarens and \$183,663.26 in Emerson).
(5) Claim includes invoice for potential recovery of realty taxes. Recommend interim payment as outlined above (17%) and total payment if realty taxes are subsequently recovered as outlined below.

AEC Paralegal Corporation	115,680.14	115,680.14	78,429.35
Bousfields Inc.	6,753.89	6,753.89	4,579.03
East West Services Co. Ltd.	2,373.00	2,373.00	1,608.86
Enbridge	1,457.95	1,457.95	988.47
Optimum Waste & Recycling	5,708.14	5,708.14	3,870.03
Rady-Pentek & Edward Survey	648.62	648.62	439.75
Toronto Hydro	2,758.80	2,758.80	1,870.42
	0.00	135,380.54	91,785.91
			68%

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.

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33. El-Ad (1500 Don Mills) Limited
34. 165 Bathurst Inc.

Schedule C Properties

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
13. 319-321 Carlaw, Toronto, Ontario
14. 260 Emerson Ave., Toronto, Ontario
15. 44 Park Lane Circle, Toronto, Ontario
16. 19 Tennis Crescent, Toronto, Ontario
17. 646 Broadview, Toronto, Ontario

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

ORDER

(Motions returnable September 16, 2016)

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

J

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



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE NEWBOULD

)
)
)

MONDAY, THE 20th
DAY OF APRIL, 2015

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

ORDER

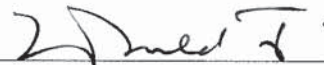
(Approval of fees from May 28, 2014 to November 30, 2014 and approval of Fee Allocation Methodology)

THIS MOTION, made by Schonfeld Inc. in its capacity as the manager (the “**Manager**”) appointed pursuant to the Order of Justice Newbould dated November 5, 2013 (the “**November 5 Order**”) for an Order, *inter alia*, approving the Manager’s fees and disbursements, the fees and disbursements of the Manager’s counsel and the methodology for allocating the fees among the assets that are subject to the Manager’s mandate (the “**Fee Allocation Methodology**”) was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Twenty-Second Report dated December 3, 2014 (the “**Report**”) of the Manager, the Supplemental Report to the Twenty-Second Report of the Manager dated December 16, 2014 (the “**Supplemental Report**”), the Fifth Supplemental Report to the Twenty-Second Report of the Manager dated February 2, 2014 (the “**Fifth Supplemental Report**”), the Affidavit of Brian Empey sworn December 8, 2014, the Affidavit of Harlan Schonfeld sworn December 5, 2014, the Consolidated Motion Record of the Manager dated February 3, 2015 (the “**Consolidated Motion Record**”), the Supplementary Motion Record of the Manager dated April 15, 2015 (the “**Supplementary Motion Record**”), the Affidavit of Elyse Nobert sworn April 15, 2015, the Affidavit of Jack Brudner affirmed January 22, 2015, the Mortgagees’ Responding Motion Record dated January 23, 2015, Fox Contracting Inc. et al.’s Responding Motion Record dated April 8, 2015, the Affidavit of Robert Lorion sworn March 30, 2015 and on hearing the submissions of counsel for the Manager, the Applicants, Florence Leaseholds Limited, Beatrice Limited and Ada Leaseholds Limited, Laser Heating and Fox Contracting Ltd. and the Handelman Group, 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, the Consolidated Motion Record and Supplementary Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that capitalized terms used but not defined in this Order shall have the meaning given to such terms in the Report, the Supplemental Report, and the Fifth Supplemental Report as applicable.
3. THIS COURT ORDERS that the fees and disbursements of the Manager for the period June 1, 2014 to November 30, 2014, in the amount of \$893,711.06 including HST and the fees and disbursements of the Manager’s counsel, Goodmans LLP, for the period May 28, 2014 to November 30, 2014, in the amount of \$816,575.42 including HST, are hereby approved.
4. THIS COURT ORDERS that the Fee Allocation Methodology proposed by the Manager described in the Twenty-Second Report of the Manager and the supplements thereto in respect of the fees and costs of the Manager and its counsel, Goodmans LLP, applicable to the Schedule B Companies and Schedule C Properties is hereby approved.

5. THIS COURT ORDERS that the allocation to each of the Schedule B Companies and the Schedule B Properties with respect to the period up to November 30, 2014 shall be as set out in Appendix "A" to this Order.



ENTERED AT / INSCRIT A TORONTO

ON / BOOK NO:

LE / DANS LE REGISTRE NO.:

MAY 27 2015



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 and Schedule C Properties
Fee Allocation and Funding Repayment Schedule
to November 30, 2014

Appendix "A"

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Company	Active Property Management 40%	Negotiated APS 10%	Legal Complexity 25%	Claims Process 10%	Manager Interaction w Stakeholders 10%	Property Value 5%	Weighting	Initial Relative Weighting 100%	Final Date of Control	Method of Disposition	Final Allocation Date
SCHEDULE B COMPANIES											
Ascalon	1	0	1	1	2	1	0.8	1.2%	1-Apr-14	RtMwS	30-Jun-14
Bannockburn	1	1	1	1	2	3	1.0	1.5%	1-Jul-14	RtMnS	31-Jul-14
Cityview	3	3	3	2	1	2	2.6	3.8%	29-Aug-14	SMnS	28-Sep-14
Dewhurst	1	1	1	1	2	1	0.9	1.3%	1-Jul-14	RtMnS	31-Jul-14
Donalda	3	3	2	1	3	3	2.3	3.3%	16-Jun-14	SMwS	14-Sep-14
Double Rose	3	3	3	0	3	2	2.4	3.5%	15-Oct-14	SMnS	14-Nov-14
Dupont	3	3	3	0	3	2	2.4	3.5%	9-Oct-14	RtMnS	8-Nov-14
Eddystone	1	2	1	0	2	1	0.9	1.3%	17-Sep-14	RtMnS	17-Oct-14
Fraser Lands	2	0	2	0	2	1	1.4	2.0%	1-Apr-14	RtMnS	1-May-14
Fraser Properties	2	0	2	0	2	3	1.5	2.1%	1-Apr-14	RtMnS	1-May-14
Global Mills	1	0	2	0	2	3	1.1	1.6%	10-Apr-14	RtMnS	10-May-14
Hidden Gem	3	3	1	3	2	1	2.1	3.1%	26-Jun-14	SMwS	24-Sep-14
Lesliebrook Holdings	2	2	2	2	3	2	1.8	2.7%	23-Apr-14	SMwS	22-Jul-14
Lesliebrook Lands	0	0	0	0	0	0	0.0	0.0%	30-Sep-13		30-Sep-13
Liberty Village Lands	1	2	1	0	1	1	0.9	1.3%	2-Apr-14	SMwS	1-Jul-14
Liberty Village Properties	2	2	1	2	3	3	1.6	2.4%	2-Apr-14	SMwS	1-Jul-14
Northern Dancer	1	1	2	1	2	1	1.2	1.7%	1-Apr-14	SMwS	30-Jun-14
Queen's Corner	2	2	2	0	1	1	1.6	2.3%	24-Jun-14	SMnS	24-Jul-14
Red Door Developments	2	3	2	0	3	2	2.0	2.9%	17-Jul-14	SMnS	16-Aug-14
Red Door Lands	2	3	3	0	3	1	1.9	2.8%	17-Jul-14	SMnS	16-Aug-14
Richmond Row/165 Bathurst	2	3	2	2	3	3	2.0	2.9%	22-Sep-14	SMwS	21-Dec-14
Riverdale Mansion	1	2	2	0	1	1	1.2	1.7%	1-May-14	SMnS	31-May-14
Royal Agincourt	3	3	1	2	3	3	2.1	3.1%	22-Apr-14	SMwS	21-Jul-14
Royal Gate Holdings	3	3	1	3	3	3	2.2	3.3%	23-Jun-14	SMwS	21-Sep-14
Salmon River Properties	0	0	1	0	1	1	0.3	0.4%	19-Dec-14	SMnS	18-Jan-15
Skyway	2	3	2	2	1	1	1.9	2.7%	20-Aug-14	SMwS	18-Nov-14
Tisdale	2	2	1	2	2	2	1.3	1.9%	12-May-14	SMwS	10-Aug-14
Twin Dragons	3	2	3	3	3	3	2.6	3.9%	2-Apr-14	SMwS	1-Jul-14
West Mall	3	3	2	0	3	3	2.2	3.2%	15-Dec-14	SMnS	14-Jan-15
Weston Lands	1	2	1	2	1	2	1.2	1.7%	24-Dec-14	SMwS	24-Mar-15
Wynford	2	0	2	0	3	2	1.4	2.1%	2-Apr-14	RtMnS	2-May-14
Total Schedule B											
SCHEDULE C PROPERTIES											
44 Park Lane Circle	2	0	3	0	2	3	1.7	2.5%	19-Dec-14	RtMnS	18-Jan-15
777 St. Clarens/260 Emerson	2	0	1	0	1	1	1.1	1.6%	7-Nov-14	RtMnS	7-Dec-14
66 Gerrard	3	2	1	1	2	2	1.9	2.7%	15-Oct-14	SMwS	13-Jan-15
324 Prince Edward	2	2	1	1	2	1	1.4	2.1%	23-Dec-14	SMnS	22-Jan-15
1 William Morgan	2	0	1	0	1	1	1.1	1.6%	1-Oct-14	RtMnS	31-Oct-14
3270 American Drive	1	0	1	1	2	1	0.8	1.2%	1-Oct-14	RtMnS	31-Oct-14
321 Carlaw	0	0	1	0	1	1	0.3	0.4%	1-Nov-14	RtMnS	1-Dec-14
346 Jarvis, Unit A	1	1	2	1	1	1	1.2	1.7%	15-Dec-14	SMwS	15-Mar-15
346 Jarvis, Unit B	1	1	2	1	1	1	1.2	1.7%	31-Dec-14	SMwS	31-Mar-15
346 Jarvis, Unit E	1	1	2	1	1	1	1.2	1.7%	20-Nov-14	RtMwS	18-Feb-15
346 Jarvis, Unit F	1	1	2	1	1	1	1.2	1.7%	31-Dec-14	SMwS	31-Mar-15
2454 Bayview	0	0	1	1	1	1	0.4	0.6%	1-Oct-14	RtMnS	31-Oct-14
30 Hazelton	0	0	1	1	0	1	0.4	0.6%	12-Aug-14	RtMwS	10-Nov-14
24 Cecil	2	2	1	3	3	1	1.6	2.4%	17-Oct-14	SMwS	15-Jan-15
2 Kelvin	2	1	1	0	1	1	1.2	1.8%	19-Dec-14	SMnS	18-Jan-15
0 Luttrell	0	1	1	0	0	1	0.4	0.6%	19-Dec-14	SMnS	18-Jan-15
Total Schedule C											
OTHER PROPERTIES											
65 Front St.	0	0	3	3	1	2	1.2	1.7%	1-Jun-14	CPDO	29-Sep-14
19 Tennis Crescent	0	0	1	0	0	0	0.3	0.4%	12-Aug-14	DisProp	11-Oct-14
646 Broadview	0	0	2	0	0	0	0.5	0.7%	12-Aug-14	DisProp	11-Oct-14
346 Jarvis, Unit C	0	0	2	0	0	0	0.5	0.7%	12-Aug-14	DisProp	11-Oct-14
252 Carlton/478 Parliament	0	0	1	0	0	0	0.3	0.4%	12-Aug-14	DisProp	11-Oct-14
Total Other Properties											
Total Fee Allocation							67.5	100.0%			

1	Low	Low	Low	Low	Low	<\$5M	SMwS	Add days: 90	Sold by Manager, surplus remaining
2	Moderate	Moderate	Moderate	Moderate	Moderate	\$5-\$10M	SMnS	Add days: 30	Sold by Manager, no surplus
3	Complex	Complex	Complex	Complex	Complex	\$10M +	RtMwS	Add days: 90	Returned to Mortgagee, surplus from sale
							RtMnS	Add days: 30	Returned to Mortgagee, no surplus from sale
							CPDO	Add days: 120	Claims process and distribution only
							DisProp	Add days: 60	Disputed property, to be reviewed

Schedule B Companies and Schedule C Properties
Fee Allocation and Funding Repayment Schedule
to November 30, 2014

Company	30-Nov-13	31-Dec-13	31-Jan-14	28-Feb-14	31-Mar-14	30-Apr-14	31-May-14	30-Jun-14
SCHEDULE B COMPANIES								
Ascalon	3,554.98	4,113.89	7,185.99	6,436.01	7,010.48	7,531.12	6,047.67	6,611.82
Bannockburn	4,443.72	5,142.37	8,982.49	8,045.02	8,763.11	9,413.90	7,559.58	8,264.78
Cityview	11,331.48	13,113.04	22,905.35	20,514.79	22,345.92	24,005.45	19,276.94	21,075.19
Dewhurst	3,999.35	4,628.13	8,084.24	7,240.52	7,886.80	8,472.51	6,803.63	7,438.30
Donalda	9,998.37	11,570.33	20,210.60	18,101.29	19,716.99	21,181.28	17,009.06	18,595.76
Double Rose	10,442.74	12,084.57	21,108.85	18,905.79	20,593.30	22,122.67	17,765.02	19,422.24
Dupont	10,442.74	12,084.57	21,108.85	18,905.79	20,593.30	22,122.67	17,765.02	19,422.24
Eddystone	3,999.35	4,628.13	8,084.24	7,240.52	7,886.80	8,472.51	6,803.63	7,438.30
Fraser Lands	5,999.02	6,942.20	12,126.36	10,860.77	11,830.19	12,708.77	329.21	0.00
Fraser Properties	6,443.39	7,456.43	13,024.61	11,665.27	12,706.50	13,650.16	353.59	0.00
Global Mills	4,665.90	5,399.49	9,431.61	8,447.27	9,201.26	9,884.60	2,560.50	0.00
Hidden Gem	9,331.81	10,798.97	18,863.23	16,894.54	18,402.52	19,769.19	15,875.13	17,356.04
Lesliebrook Holdings	7,998.69	9,256.26	16,168.48	14,481.03	15,773.59	16,945.02	13,607.25	14,876.61
Lesliebrook Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liberty Village Lands	3,999.35	4,628.13	8,084.24	7,240.52	7,886.80	8,472.51	6,803.63	7,438.30
Liberty Village Properties	7,109.95	8,227.79	14,371.98	12,872.03	14,020.97	15,062.24	12,095.33	13,223.65
Northern Dancer	5,110.28	5,913.72	10,329.86	9,251.77	10,077.57	10,825.99	8,693.52	9,504.50
Queen's Corner	6,887.76	7,970.67	13,922.86	12,469.78	13,582.81	14,591.55	11,717.35	12,810.41
Red Door Developments	8,665.25	10,027.62	17,515.85	15,687.78	17,088.06	18,357.11	14,741.19	16,116.32
Red Door Lands	8,443.07	9,770.50	17,066.73	15,285.53	16,649.90	17,886.41	14,363.21	15,703.08
Richmond Row/165 Bathurst	8,665.25	10,027.62	17,515.85	15,687.78	17,088.06	18,357.11	14,741.19	16,116.32
Riverdale Mansion	5,110.28	5,913.72	10,329.86	9,251.77	10,077.57	10,825.99	8,693.52	0.00
Royal Agincourt	9,331.81	10,798.97	18,863.23	16,894.54	18,402.52	19,769.19	15,875.13	17,356.04
Royal Gate Holdings	9,776.18	11,313.21	19,761.48	17,699.04	19,278.83	20,710.58	16,631.08	18,182.52
Salmon River Properties	1,333.12	1,542.71	2,694.75	2,413.51	2,628.93	2,824.17	2,267.88	2,479.43
Skyway	8,220.88	9,513.38	16,617.60	14,883.28	16,211.75	17,415.72	13,985.23	15,289.84
Tisdale	5,554.65	6,427.96	11,228.11	10,056.27	10,953.88	11,767.38	9,449.48	10,330.98
Twin Dragons	11,553.67	13,370.16	23,354.47	20,917.04	22,784.07	24,476.14	19,654.92	21,488.43
West Mall	9,554.00	11,056.09	19,312.35	17,296.79	18,840.68	20,239.89	16,253.10	17,769.28
Weston Lands	5,110.28	5,913.72	10,329.86	9,251.77	10,077.57	10,825.99	8,693.52	9,504.50
Wynford	6,221.21	7,199.32	12,575.48	11,263.02	12,268.35	13,179.46	682.80	0.00
Total Schedule B	213,298.53	246,833.67	431,159.46	386,160.83	420,629.08	451,867.28	327,098.31	343,814.88
SCHEDULE C PROPERTIES								
44 Park Lane Circle								
777 St. Clarens/260 Emerson								
66 Gerrard								
324 Prince Edward								
1 William Morgan								
3270 American Drive								
321 Carlaw								
346 Jarvis, Unit A								
346 Jarvis, Unit B								
346 Jarvis, Unit E								
346 Jarvis, Unit F								
2454 Bayview								
30 Hazelton								
24 Cecil								
2 Kelvin								
0 Luttrell								
Total Schedule C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER PROPERTIES								
65 Front St.								9,504.50
19 Tennis Crescent								
646 Broadview								
346 Jarvis, Unit C								
252 Carlton/478 Parliament								
Total Other Properties	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,504.50
Total Fee Allocation	\$ 213,298.53	\$ 246,833.67	\$ 431,159.46	\$ 386,160.83	\$ 420,629.08	\$ 451,867.28	\$ 327,098.31	\$ 353,319.38

Schedule B Companies and Schedule C Properties
Fee Allocation and Funding Repayment Schedule
to November 30, 2014

Company	31-Jul-14	31-Aug-14	30-Sep-14	31-Oct-14	30-Nov-14	31-Dec-14	Total Allocation of Professional Fees	Manager Funded	TOTAL Professional Fee Allocation + Funding
SCHEDULE B COMPANIES									
Ascalon	0.00	0.00	0.00	0.00	0.00	0.00	48,491.96	35,500.00	83,991.96
Bannockburn	7,563.02	0.00	0.00	0.00	0.00	0.00	68,177.99	178,500.00	246,677.99
Cityview	19,285.71	20,761.27	18,300.25	0.00	0.00	0.00	212,915.39	171,900.00	384,815.39
Dewhurst	6,806.72	0.00	0.00	0.00	0.00	0.00	61,360.20	54,800.00	116,160.20
Donald	17,016.81	18,318.76	8,073.64	0.00	0.00	0.00	179,792.89	0.00	179,792.89
Double Rose	17,773.11	19,132.93	18,069.57	23,501.29	9,574.04	0.00	230,496.12	170,000.00	400,496.12
Dupont	17,773.11	19,132.93	18,069.57	23,501.29	5,470.88	0.00	226,392.96	215,000.00	441,392.96
Eddystone	6,806.72	7,327.51	6,920.26	4,935.76	0.00	0.00	80,543.73	78,500.00	159,043.73
Fraser Lands	0.00	0.00	0.00	0.00	0.00	0.00	60,796.52	0.00	60,796.52
Fraser Properties	0.00	0.00	0.00	0.00	0.00	0.00	65,299.95	61,000.00	126,299.95
Global Mills	0.00	0.00	0.00	0.00	0.00	0.00	49,590.63	0.00	49,590.63
Hidden Gem	15,882.35	17,097.51	12,917.82	0.00	0.00	0.00	173,189.11	0.00	173,189.11
Lesliebrook Holdings	9,661.15	0.00	0.00	0.00	0.00	0.00	118,768.08	0.00	118,768.08
Lesliebrook Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Liberty Village Lands	219.57	0.00	0.00	0.00	0.00	0.00	54,773.05	17,700.00	72,473.05
Liberty Village Properties	390.35	0.00	0.00	0.00	0.00	0.00	97,374.29	0.00	97,374.29
Northern Dancer	0.00	0.00	0.00	0.00	0.00	0.00	69,707.21	39,500.00	109,207.21
Queen's Corner	9,075.63	0.00	0.00	0.00	0.00	0.00	103,028.82	126,500.00	229,528.82
Red Door Developments	14,747.90	8,194.20	0.00	0.00	0.00	0.00	141,141.28	11,000.00	152,141.28
Red Door Lands	14,369.75	7,984.09	0.00	0.00	0.00	0.00	137,522.27	25,200.00	162,722.27
Richmond Row/165 Bathurst	14,747.90	15,876.26	14,993.90	19,501.07	17,023.75	0.00	200,342.06	0.00	200,342.06
Riverdale Mansion	0.00	0.00	0.00	0.00	0.00	0.00	60,202.71	66,800.00	127,002.71
Royal Agincourt	10,759.01	0.00	0.00	0.00	0.00	0.00	138,050.44	0.00	138,050.44
Royal Gate Holdings	16,638.65	17,911.68	11,841.34	0.00	0.00	0.00	179,744.59	0.00	179,744.59
Salmon River Properties	2,268.91	2,442.50	2,306.75	3,000.17	2,619.04	0.00	30,821.87	25,000.00	55,821.87
Skyway	13,991.60	15,062.10	14,224.98	18,501.02	9,690.44	0.00	183,607.82	144,000.00	327,607.82
Tisdale	9,453.78	3,282.93	0.00	0.00	0.00	0.00	88,505.42	0.00	88,505.42
Twin Dragons	634.32	0.00	0.00	0.00	0.00	0.00	158,233.22	0.00	158,233.22
West Mall	16,260.50	17,504.60	16,531.74	21,501.18	18,769.77	0.00	220,889.97	0.00	220,889.97
Weston Lands	8,697.48	9,362.92	8,842.56	11,500.63	10,039.65	0.00	118,150.45	153,000.00	271,150.45
Wynford	0.00	0.00	0.00	0.00	0.00	0.00	63,389.64	38,400.00	101,789.64
Total Schedule B	250,824.05	199,392.19	151,092.38	125,942.41	73,187.57	0.00	3,621,300.64	1,612,300.00	5,233,600.64
SCHEDULE C PROPERTIES									
44 Park Lane Circle		8,483.10	13,071.61	17,000.94	14,841.22	0.00	53,396.87		53,396.87
777 St. Clarens/260 Emerson		5,489.06	8,458.10	11,000.61	9,603.14	0.00	34,550.91	1,900.70	36,451.61
66 Gerrard		9,231.61	14,224.98	18,501.02	16,150.74	0.00	58,108.35	3,674.02	61,782.37
324 Prince Edward		6,986.08	10,764.85	14,000.77	12,222.18	0.00	43,973.88	2,227.01	46,200.89
1 William Morgan		5,489.06	8,458.10	11,000.61	0.00	0.00	24,947.77	2,645.36	27,593.13
3270 American Drive		3,992.05	6,151.34	8,000.44	0.00	0.00	18,143.83	3,540.09	21,683.92
321 Carlaw		1,497.02	2,306.75	3,000.17	2,619.04	0.00	9,422.98	338.52	9,761.50
346 Jarvis, Unit A		5,738.57	8,842.56	11,500.63	10,039.65	0.00	36,121.41	2,736.97	38,858.38
346 Jarvis, Unit B		5,738.57	8,842.56	11,500.63	10,039.65	0.00	36,121.41	2,736.97	38,858.38
346 Jarvis, Unit E		5,738.57	8,842.56	11,500.63	10,039.65	0.00	36,121.41	2,736.97	38,858.38
346 Jarvis, Unit F		5,738.57	8,842.56	11,500.63	10,039.65	0.00	36,121.41	2,736.97	38,858.38
2454 Bayview		1,996.02	3,075.67	4,000.22	0.00	0.00	9,071.91	3,557.98	12,629.89
30 Hazelton		1,996.02	3,075.67	4,000.22	1,164.02	0.00	10,235.93		10,235.93
24 Cecil		7,984.09	12,302.69	16,000.88	13,968.20	0.00	50,255.86	2,312.07	52,567.93
2 Kelvin		5,988.07	9,227.02	12,000.66	10,476.15	0.00	37,691.90	3,433.65	41,125.55
0 Luttrell		1,996.02	3,075.67	4,000.22	3,492.05	0.00	12,563.96	119.97	12,683.93
Total Schedule C	0.00	84,082.48	129,562.69	168,509.28	124,695.34	0.00	506,849.79	34,697.25	541,547.04
OTHER PROPERTIES									
65 Front St.	8,697.48	9,362.92	8,547.81	0.00	0.00	0.00	36,112.71		36,112.71
19 Tennis Crescent		1,247.51	1,922.30	887.15	0.00	0.00	4,056.96		4,056.96
646 Broadview		2,495.03	3,844.59	1,774.29	0.00	0.00	8,113.91		8,113.91
346 Jarvis, Unit C		2,495.03	3,844.59	1,774.29	0.00	0.00	8,113.91		8,113.91
232 Carlton/478 Parliament		1,247.51	1,922.30	887.15	0.00	0.00	4,056.96		4,056.96
Total Other Properties	8,697.48	16,848.00	20,081.59	5,322.88	0.00	0.00	60,454.45	0.00	60,454.45
Total Fee Allocation	\$ 259,521.53	\$ 300,322.67	\$ 300,736.66	\$ 299,774.57	\$ 197,882.91	\$ -	\$ 4,188,604.88	\$ 1,646,997.25	\$ 5,835,602.13

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 Properties

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
13. 319-321 Carlaw, Toronto, Ontario
14. 260 Emerson Ave., Toronto, Ontario
15. 44 Park Lane Circle, Toronto, Ontario
16. 19 Tennis Crescent, Toronto, Ontario
17. 646 Broadview, Toronto, Ontario

DBDC SPADINA LTD. ET AL

NORMA WALTON ET AL

and

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

Applicants

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at TORONTO

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

K

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.

)

TUESDAY, THE 22ND

JUSTICE NEWBOULD

)

DAY OF DECEMBER, 2015

)

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

DISCHARGE ORDER

**(Discharge of Manager re: Bannockburn Lands Inc., Richmond Row Holdings Ltd.,
Hidden Gem Development Inc. and Liberty Village Properties Ltd.)**

THIS MOTION, made by Schonfeld Inc. in its capacity as the manager (the "**Manager**") appointed pursuant to the Order of Justice Newbould dated November 5, 2013 and pursuant to the Judgment and Order of Justice Brown dated August 12, 2014 for an order, *inter alia*:

1. discharging the Manager as Manager of Bannockburn Lands Inc., Richmond Row Holdings Ltd., Hidden Gem Development Inc., Liberty Village Properties Ltd. ("**Liberty Village**") and, collectively, the "**Discharge Companies**"; and

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2. releasing the Manager from any and all liability in connection with the Discharge Companies, as set out in paragraph 10 of this Order,

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

ON READING the 37th Report of the Manager dated December 14, 2015 and on hearing the submissions of counsel for the Manager, no one else appearing although served as evidenced by the Affidavit of Carlie Fox sworn December 16, 2015, filed;

3. THIS COURT ORDERS that, to the extent necessary, 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.

4. THIS COURT ORDERS that Dr. Bernstein, or another entity or person(s) as directed by Dr. Bernstein in his sole discretion, shall hold all of the issued and outstanding shares of each of the Discharge Companies (the “**Shares**”), including but not limited to any shares which would otherwise be or have been held by Norma Walton or Ronauld Walton, and shall be deemed to have held all such shares since the date(s) on which those shares were first issued.

5. THIS COURT ORDERS that, for greater certainty, all shares of each of the Discharge Companies that were issued and outstanding, either at the present or at any point in the past, other than the shares described in paragraph 4 of this Order, shall be cancelled and shall be deemed not to have been issued.

6. THIS COURT ORDERS that Norma Walton and Ronauld Walton be removed as directors and officers of the Discharge Companies.

7. THIS COURT ORDERS that Dr. Stanley Bernstein be appointed as the sole director and president of the Discharge Companies.

8. THIS COURT ORDERS that the Manager shall deliver the Minute Books and other corporate records of each of the Discharge Companies to Lenczner Slaght LLP.

9. THIS COURT ORDERS that upon the delivery of the Shares to Dr. Bernstein, the Manager shall be discharged as Manager of the Discharge Properties, provided however that notwithstanding its discharge herein (a) the Manager shall remain Manager for the performance

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of such incidental duties as may be required to complete the administration of the receivership/managership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Manager in its capacity as Manager.

10. THIS COURT ORDERS AND DECLARES that the Manager is hereby released and discharged from any and all liability that the Manager now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Manager while acting in its capacity as Manager herein, save and except for any gross negligence or wilful misconduct on the Manager's part. Without limiting the generality of the foregoing, the Manager is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

11. THIS COURT ORDERS that the Manager shall retain a total of \$160,000 (the “**Liberty Village Holdback**”) from the proceeds currently in its possession relating to Liberty Village pending further Order of this Court.

12. THIS COURT ORDERS that any claim relating to the use of funds diverted from the reserve fund held by Metropolitan Toronto Condominium Corporation Number 1037 to purchase the real property formerly owned by Liberty Village (the “**Potential MTCC Claim**”) and all claims relating to the 2.5% equity interest in Liberty Village that the Manager did not trace directly to the Applicants shall be channeled to and be a claim exclusively against the Liberty Village Holdback. For greater certainty: (i) neither the Potential MTCC Claim nor any claim relating to equity contributions to Liberty Village shall flow through to any successor corporation or amalgamated entity of any of the Discharge Companies; (ii) this Order is not a recognition or endorsement of the validity of the Potential MTCC Claim or any other claim.

13. THIS COURT ORDERS that any claims, now extant or that could exist, whether discovered or undiscovered as of the date of this Order, against any of the Discharge Companies, other than the claims of the Applicants, shall be deemed to be extinguished and satisfied, and that

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such claims shall not flow through to any successor corporation or amalgamated entity of any of the Discharge Companies.

14. THIS COURT ORDERS that any amounts payable to or receivable from any of the Discharge Companies by any of Norma Walton, Ronauld Walton, the Rose & Thistle Group Limited and/or Eglinton Castle Inc. shall be cancelled and eliminated, without prejudice to the Applicants' ability to make or continue a claim and/or enforce any judgment for damages or otherwise in this Application.



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



DEC 22 2015

- 5 -

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.

- 2 -

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

SCHEDULE "C" PROPERTIES

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
13. 319-321 Carlaw, Toronto, Ontario
14. 260 Emerson Ave., Toronto, Ontario
15. 44 Park Lane Circle, Toronto, Ontario
16. 19 Tennis Crescent, Toronto, Ontario
17. 646 Broadview, Toronto, Ontario

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

DISCHARGE ORDER

(Discharge of Manager re: Bannockburn Lands Inc., Richmond Row Holdings Ltd., Hidden Gem Development Inc. and Liberty Village Properties Ltd.)

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

L



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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

MR. JUSTICE

Newbould

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WEDNESDAY, THE*17th*

DAY OF DECEMBER, 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 ON SCHEDULE B HERETO, TO BE
 BOUND BY THE RESULT

ORDER

(Discharge of Manager re: Donalda Developments Ltd.)

THIS MOTION, made by the Applicants was heard this day at 330 University Avenue,
 Toronto, Ontario.

ON READING the 21st Report of the Manager dated December 3, 2014, the 22nd Report of
 the Manager dated December 3, 2014 and the Supplementary Report to the 22nd Report of the

Manager dated December 16, 2014, and on hearing submissions of counsel for the Applicants and the Manager, no one appearing for any other person on the service list although duly served:

1. THIS COURT ORDERS the time of service for the Notice of Motion and the Motion Record is hereby abridged and validated so that the motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS that the Manager is hereby discharged of any responsibilities that the Manager may have had under the Order of Honourable Justice Newbould dated November 5, 2013 (the "November Order"), the relevant Order of Honourable Justice Newbould dated January 20, 2014 (the "January Order"; together with the November Order, the "Orders") or otherwise in respect of Donalda Developments Ltd.
3. THIS COURT ORDERS that Donalda Developments Ltd. is hereby excluded from the receivership/managership proceedings pursuant to the November Order as amended by the January Order effective as of the date hereof, including, without limitation, the stay of proceedings granted pursuant to the November Order.
4. THIS COURT ORDERS that, in addition to the protections in favour of the Manager as set out in the November 5 Order or any other Order of this Court or reasons provided by this Court, the Manager shall not be liable for any act or omission on the part of the Manager in respect of the Donalda Developments Ltd., including with respect to any reliance thereof, including, without limitation, with respect to any information disclosed, any tax assessment made against Donalda Developments Ltd. following the date hereof, any act or omission pertaining to the discharge of the Manager's duties under the November 5 Order or otherwise in respect of Donalda Developments Ltd., save and except for any claim or liability arising out of any gross negligence or wilful

misconduct on the part of the Manager. Subject to the foregoing and in addition to the protections of the Manager as set out in the Orders of this Court or any reasons provided by this Court, any claims against the Manager in connection with the performance of its duties as receiver/manager in respect of the Donalda Developments Ltd. are hereby released, stayed, extinguished and forever barred and the Manager shall have no liability in respect thereof.

5. THIS COURT ORDERS that no action or other proceeding shall be commenced against the Manager in any way arising from or related to its capacity or conduct as receiver/manager in respect of Donalda Developments Ltd. except with prior leave of this Court and on at least seven (7) days' prior written notice to the Manager and such further order securing, as security for costs, the full indemnity costs of the Manager in connection with any proposed action or proceeding as the Court hearing the motion for leave to proceed may deem just and appropriate.

6. THIS COURT ORDERS that any claim, other than claims of the Applicants, now extant or that could exist, whether discovered or undiscovered as of the date of this Order, in respect of Donalda Developments Ltd. be channeled to and be a claim exclusively against the proceeds of sale of 1500 Don Mills Road, Toronto, held by the Manager and not disbursed by Order of this Court.

7. THIS COURT ORDERS that any claims, now extant or that could exist, whether discovered or undiscovered as of the date of this Order, against Donalda Developments Ltd., other than the claims of the Applicants, shall be deemed to be extinguished and satisfied, and that such claims shall not flow through to any successor corporation or amalgamated entity of Donald Developments Ltd.

8. THIS COURT ORDERS that Norma Walton and Ronauld Walton be removed as directors and officers of Donalda Developments Ltd.

9. THIS COURT ORDERS that Dr. Stanley Bernstein be appointed as the sole director and president of Donalda Developments Ltd.

10. THIS COURT ORDERS AND DECLARES that DBDC Donalda Developments Ltd., or another entity or person as directed by Dr. Bernstein in his sole discretion, shall hold all of the issued and outstanding shares of Donalda Developments Ltd., including but not limited to any shares which would otherwise be or have been held by Norma Walton or Ronauld Walton, and shall be deemed to have held all such shares since the date(s) on which those shares were first issued.

11. THIS COURT ORDERS AND DECLARES that, for greater certainty, all shares of Donalda Developments Ltd. that were issued and outstanding, either at the present or at any point in the past, other than the shares described in paragraph 10 of this Order, shall be cancelled and shall be deemed not to have been issued.

12. THIS COURT ORDERS that the Manager shall deliver the Minute Books and other corporate records of Donalda Developments Ltd. to Lenczner Slaght LLP by no later than December 18, 2014.

13. THIS COURT ORDERS that any amounts payable to or receivable from Donalda Developments Ltd. by any of Norma Walton, Ronauld Walton, the Rose & Thistle Group Limited and/or Eglinton Castle Inc. shall be cancelled and eliminated, without prejudice to the Applicants'

Det.

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DEDC SPADINA LTD., and those corporations listed on Schedule A -6- NORMA WALTON et al.
herefo -and-
Applicants Respondents

Court File No. CV13-10280-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ORDER

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

Barristers

Suite 2600

130 Adelaide Street West

Toronto ON M5H 3P5

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Email: sroy@litigate.com

Lawyers for the Applicants

M

APPENDIX “M”

Information Required by the Manager to Prepare and File Tax Returns

1. The Manager requires that the below chart be populated for every company that is Associated (as defined in the *Income Tax Act*) with a Schedule “C” Company for the purposes of the small business deduction. The Manager requires this information for each of 2011, 2012, 2013, 2014 and 2015.

Company	CRA Business Number	Total Assets	Total Revenue	Share Capital	Allocation of Small Business Deduction

2. The Manager also requires a copy of the last T2 filed (if any) for each of the following companies:
 - (a) St. Clarens Holdings Ltd.
 - (b) Emerson Developments Ltd.
 - (c) Gerrard Church 2006 Inc.
 - (d) The Old Apothecary Building Inc.
 - (e) Prince Edward Properties Ltd.
 - (f) William Morgan Lands Ltd.

- (g) Cinderella Productions Inc.
- (h) United Empire Lands Ltd.
- (i) Carlaw Corner Corp.
- (j) 1780355 Ontario Inc.
- (k) Academy Lands Ltd.
- (l) Atala Investments Inc.
- (m) Cecil Lighthouse Ltd.
- (n) 6195 Cedar St. Ltd.
- (o) Bible Hill Holdings Ltd.
- (p) 30A Hazelton Inc.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.
JUSTICE NEWBOULD

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TUESDAY, THE 25TH
DAY OF OCTOBER, 2016

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

ORDER

(Motion returnable October 25, 2016)

THIS MOTION, made by Schonfeld Inc. in its capacity as the manager (the “**Manager**”) appointed pursuant to the Order of Justice Newbould dated November 5, 2013 for an Order for various relief was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Forty-Fourth Report of the Manager dated October 13, 2016 and on hearing the submissions of counsel:

1. THIS COURT ORDERS that the fees and disbursements of the Manager for the period from November 2, 2015 to September 30, 2016, in the amount of \$400,651.44 including HST and the fees and disbursements of the Manager's counsel, Goodmans LLP ("**Goodmans**"), for the period November 2, 2015 to September 30, 2016 in the amount of \$290,703.79 including HST, are hereby approved.
 2. THIS COURT ORDERS that the Manager's activities for the period from November 2, 2015 to September 30, 2016, as described in the 37th Report, 38th Report, 39th Report, 40th Report, 41st Report, 42nd Report, 43rd Report and 44th Report, are hereby approved.
 3. THIS COURT ORDERS that the Manager is hereby authorized to make an interim distribution of proceeds as set out in Appendix "A" hereto;
 4. THIS COURT ORDERS that the Manager is hereby authorized to repay legal fees advanced by certain Schedule "B" Companies to pay professional fees incurred by the Manager and Goodmans as set out in Appendix "B" hereto;
 5. THIS COURT ORDERS that the Manager is hereby authorized to file corporate income tax returns in respect of the companies that own the Schedule "C" Properties (the "**Schedule "C" Companies**"); and
 6. THIS COURT ORDERS that the Respondents shall provide to the Manager the information requested as set out in Appendix "C" hereto for the purposes of filing the corporate tax returns for the Schedule "C" Companies.
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A

Appendix "A"		
Interim Distributions		
Property / Company	Recipient	Distribution Amount
Cityview Industrial Ltd.	Fox Contracting Ltd.	\$ 65,420.38
Cityview Industrial Ltd.	Laser Heating & Air Conditioning Inc.	\$ 14,124.67
Cityview Industrial Ltd.	MHBC Planning Limited	\$ 454.95
3270 American Drive	Applicants	\$ 1,032,000.00
	Total:	\$ 1,112,000.00

B

Appendix "B"	
Repayment of Professional Fees	
Company	Amount
Bannockburn Lands Inc.	\$ 300,000.00
Richmond Row Holdings Ltd.	\$ 208,000.00
Donalda Developments Ltd.	\$ 792,687.00
Liberty Village Properties Ltd.	\$ 870,000.00
Total:	\$ 2,170,687.00

C

APPENDIX “C”

Information Required by the Manager to Prepare and File Tax Returns

1. The Manager requires that the below chart be populated for every company that is Associated (as defined in the *Income Tax Act*) with a Schedule “C” Company for the purposes of the small business deduction. The Manager requires this information for each of 2011, 2012, 2013, 2014 and 2015.

Company	CRA Business Number	Total Assets	Total Revenue	Share Capital	Allocation of Small Business Deduction

2. The Manager also requires a copy of the last T2 filed (if any) for each of the following companies:
 - (a) St. Clarens Holdings Ltd.
 - (b) Emerson Developments Ltd.
 - (c) Gerrard Church 2006 Inc.
 - (d) The Old Apothecary Building Inc.
 - (e) Prince Edward Properties Ltd.
 - (f) William Morgan Lands Ltd.

- (g) Cinderella Productions Inc.
- (h) United Empire Lands Ltd.
- (i) Carlaw Corner Corp.
- (j) 1780355 Ontario Inc.
- (k) Academy Lands Ltd.
- (l) Atala Investments Inc.
- (m) Cecil Lighthouse Ltd.
- (n) 6195 Cedar St. Ltd.
- (o) Bible Hill Holdings Ltd.
- (p) 30A Hazelton Inc.

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 Properties

1. 3270 American Drive, Mississauga, Ontario
2. 0 Luttrell Ave., Toronto, Ontario
3. 2 Kelvin Avenue, Toronto, Ontario
4. 346 Jarvis Street, Suites A, B, C, E and F, Toronto, Ontario
5. 1 William Morgan Drive, Toronto, Ontario
6. 324 Prince Edward Drive, Toronto, Ontario
7. 24 Cecil Street, Toronto, Ontario
8. 30 and 30A Hazelton Avenue, Toronto, Ontario
9. 777 St. Clarens Avenue, Toronto, Ontario
10. 252 Carlton Street and 478 Parliament Street, Toronto, Ontario
11. 66 Gerrard Street East, Toronto, Ontario
12. 2454 Bayview Avenue, Toronto, Ontario
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DBDC SPADINA LTD. et al.

and

NORMA WALTON et al.

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

Applicants

Respondents

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 (Commercial List)

Proceeding commenced at TORONTO

ORDER

(Motion returnable October 25, 2016)

GOODMANS LLP

Barristers & Solicitors
 333 Bay Street, Suite 3400
 Toronto, Canada M5H 2S7

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Lawyers for the Manager

DBDC SPADINA LTD., et al.
Applicants

NORMA WALTON, et al.
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

MOTION RECORD OF THE MANAGER,
SCHONFELD INC.
(Motion returnable October 25, 2016)

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Lawyers for the Manager

File No. 14-0074