

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
MR. JUSTICE D.M. BROWN

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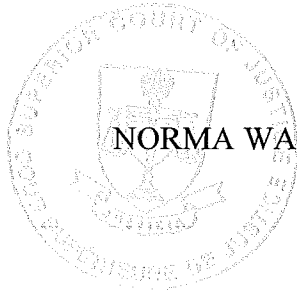
TUESDAY, THE 10TH
DAY OF JUNE, 2014

BETWEEN:

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

Applicants

- and -



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

Respondents

- and -

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

APPROVAL AND VESTING ORDER

(1 and 20 Royal Gate Boulevard, Vaughan, Ontario)

THIS MOTION, made by Schonfeld Inc. in its capacity as the Court-appointed manager (the "**Manager**"), without security, of all of the assets, undertakings and properties of Royal Gate Nominee Inc. ("**RGNI**") and Royal Gate (Land) Nominee Inc. ("**RGLNI**") and together with RGNI collectively, "**Royal Gate**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale for the lands and building legally described as: (i) Parcel 6-1, Section 65M3033, Block 6, Plan 65M3033, s/t LT1058556, Vaughan, together with an easement and right of way over Part of Block 4, Plan 65M3033, Parts 3 and 4, 65R29851 as in YR965279, together with an easement and right of way over Part of

Block 1 Plan 65M3033, Parts 13 and 14, 65R27567 as in YR965279 released by YR1300456, subject to an easement in favour of Blocks 3 and 4, Plan 65M3033, Part of Block 2, Plan 65M3033, Part 72, 65R26788 and Part of Lot 5, Concession 8 (Vaughan), Parts 1 to 49, both inclusive, Plan 65R26788, as in YR965281, subject to an easement over Block 6, Plan 65M3033 as in YR1159474, together with an easement over Part of Block 5, Plan 65M3033, Parts 2, 8, 9, 11, 13, 14, 15, 16, 18, 20, 21, 24, 25, 26 and 28, 65R34504 as in YR2040234 in favour of Part of Block 6, 65M3033, Parts 38 to 41, 65R34504, subject to an easement in gross over Part of Block 6, Plan 65M3033, Parts 4 and 5, 65R32501 as in YR1531188, being all of PIN 03221-0008 (LT); and (ii) Part of Block 5, Plan 65M3033, Parts 30 to 37, 65R34504, subject to LT1058549, LT1058556, together with an easement and right of way over Part of Block 4, 65M3033, Parts 3 and 4, 65R29851 as in YR965279, subject to an easement and right of way over Parts 1 and 2, 65R29851 in favour of Block 4, 65M3033 as in YR965279, together with an easement and right of way over Part of Block 1, Plan 65M3033, Part 13 and 14, 65R27567 as in YR9605279 partially released by YR1300456, subject to an easement in favour of Blocks 3 and 4, 65M3033, Part of Block 2, Plan 65M3033, Part 72, 65R26788 and Part of Lot 5, Concession 9 Vaughan, Parts 1 to 49 inclusive, Plan 65R26788 as in YR965281, subject to an easement over Block 5, 65M3033 as in YR1159474, subject to an easement over Parts 2, 8, 9, 11, 13, 14, 15, 16, 18, 20, 21, 24, 25, 26 and 28, 65R34501 in favour of Part of Blocks 5 and 6, Plan 65M3033, Parts 30 to 41, 65R34504 as in YR2040234, subject to an easement over Parts 30, 31, 33, 34 and 35, 65R34504 in favour of Part of Block 5, Plan 65M3033, Parts 1 to 29, 65R34504 as in YR2039686, City of Vaughan, being all of PIN 03221-0158 (LT) (collectively, the “**RGNI Lands**”) and (iii) Part of Block 1, Plan 65M3033, Parts 3, 4 and 5, 65R31079, together with an easement and right of way over Part of Block 2, 65M3033 and Part of Lot 5, Concession 8, Parts 55, 58, 60, 65 and 74, 65R26788 as in YR431534, subject to an easement and right of way in favour of Blocks 5 and 6, Plan 65M3033 as in YR965279, together with an easement over Part of Block 1, Plan 65M3033, Part 2, 65R31079 as in YR1300472, subject to an easement over Part 3, 65R31079 in favour of Part of Block 1, Plan 65M3033, Parts 1 and 2, 65R31079 as in YR1300472, subject to an easement over Part 6, 65R32562 in favour of Part of Block 1, 65M3033, Parts 1 and 2, 65R31079 and Parts 1 to 12 and 15, 65R27567, Block 12, 65M3033, Part of Block 2, 65M3033, Parts 73 to 76, 65R26788, Part of Lot 5, Concession 8, Part 1, 65R31180 and Parts 50 to 67 65R26788 as in YR1548877, together with an easement over Part of Block 1, Plan 65M3033, Parts 2 and 3, 65R32562 as in YR1548878, City of Vaughan, being

all of PIN 03221-0147 (LT) (the “**RGLNI Lands**” and together with the RGNI Lands collectively, the “**Lands**”) between the Manager and Augend Investments Inc. (the “**Purchaser**”) dated February 7, 2014 and accepted February 12, 2014, as revived and amended by agreement dated March, 2014, as further amended by agreement dated April 16, 2014 and as further revived and amended by agreement dated April 29, 2014 (collectively, the “**Sale Agreement**”) and appended to the Tenth Report of the Manager dated June 4, 2014 (the “**Report**”), and vesting in: (i) 1 Royal Gate Village Properties Ltd., as directed in writing by the Purchaser, all of RGNI’s right, title and interest in and to the RGNI Lands; and (ii) Royal Gate Village Lands Ltd., as directed in writing by the Purchaser, all of RGLNI’s right, title and interest in and to the RGLNI Lands, was heard this day at 330 University Avenue, Toronto, Ontario.

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

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Manager is hereby authorized and approved, with such minor amendments as the Manager may deem necessary. The Manager is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the RGNI Lands to 1 Royal Gate Village Properties Ltd. and the RGLNI Lands to Royal Gate Village Lands Ltd., each as directed in writing by the Purchaser.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Manager’s certificate to the Purchaser, 1 Royal Gate Village Properties Ltd. and Royal Gate Village Lands Ltd. substantially in the form attached as Schedule C hereto (the “**Manager’s Certificate**”) and the registration and/or recordation of this Order and/or an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or *Land Registration Reform Act*, on title to the Lands, all of RGNI’s right, title and interest in and to the RGNI Lands shall vest absolutely in 1 Royal Gate Village Properties Ltd., and all of RGLNI’s right, title and interest in and to the

RGLNI Lands shall vest absolutely in Royal Gate Village Lands Ltd., in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), purchase options, liens, executions, writs of seizure and sale, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated November 5, 2013; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those claims listed on Schedule D hereto (all of which items (i), (ii) and (iii) are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule E) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Lands are hereby vacated and deleted from registered title as against the Lands.

4. THIS COURT ORDERS that upon the registration and/or recordation in the Land Registry Office for the Land Titles Division of York Region (No. 65) of an Application for Vesting Order with respect to the Lands, in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter: (i) 1 Royal Gate Village Properties Ltd. as the owner of the RGLNI Lands in fee simple; and (ii) Royal Gate Village Lands Ltd. as the owner of the RLGNI Lands in fee simple, and is hereby directed to vacate and delete from registered title to the Lands all of the Claims listed in Schedule D hereto.

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

6. THIS COURT ORDERS that the proceeds of the Transaction, net of closing costs (the “**Proceeds**”), shall be distributed as follows:

- (a) all amounts due to Computershare Trust Company of Canada (the “**Mortgagee**”) in satisfaction of the first ranking charge registered as YR1968668 shall be paid to the Mortgagee;
- (b) an amount sufficient to satisfy the claims asserted by the Lien Claimants (as defined below) plus 25% in respect of costs (the “**Lien Holdback**”) shall be held in trust by the Manager or its counsel pending further Order of this Court; and
- (c) the balance of the Proceeds shall be held in trust by the Manager or its counsel pending further Order of the Court.

7. THIS COURT ORDERS that the validity and priority the encumbrances registered on behalf of Norel Electric Ltd., Laser Heating & Air Conditioning Inc. and/or Land-Con Ltd. (collectively, the “**Lien Claimants**”) in respect of the liens set out in Schedule D hereto, as that priority relates to the Lien Holdback, shall be determined in the claims process to be conducted by the Manager following approval of such claims process by this Court. For greater certainty, the amount, if any, owed to the Lien Claimants by Royal Gate shall also be determined in the claims process.

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

9. THIS COURT ORDERS that, notwithstanding:

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

the vesting of: (i) the RGNI Lands in 1 Royal Gate Village Properties Ltd; and (ii) the RGLNI Lands in Royal Gate Village Lands Ltd.; pursuant to this Order shall be binding on any trustee in

bankruptcy that may be appointed in respect of Royal Gate and shall not be void or voidable by creditors of Royal Gate, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.


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

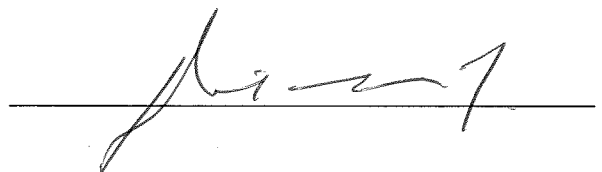
11. THIS COURT ORDERS that no holder of any Encumbrances shall take any steps or proceedings, or make any filings or claims in connection therewith, against the Lands or against the Purchaser and/or 1 Royal Gate Village Properties Ltd. and/or Royal Gate Village Lands Ltd. in connection with any of such Encumbrances following delivery of the Manager's Certificate in accordance with paragraph 3 hereof.

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

13. 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.

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

 JUN 13 2014



Schedule A Companies

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

Schedule B Companies

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

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

Schedule C – Form of Manager’s Certificate

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

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

Applicants

- and -

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

Respondents

- and -

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

MANAGER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Newbould of the Ontario Superior Court of Justice (the “**Court**”) dated November 5, 2013, Schonfeld Inc. was appointed as the Manager (the “**Manager**”), without security, of all of the assets, undertakings and properties of Royal Gate Nominee Inc. (“**RGNI**”) and Royal Gate (Land) Nominee Inc. (“**RGLNI**”) and together with RGNI collectively, “**Royal Gate**”) and others.

B. Pursuant to an Order of the Court dated June 10, 2014 (the “**Approval and Vesting Order**”), the Court approved the agreement of purchase and sale dated February 7, 2014 and accepted February 12, 2014, as revived and amended by agreement dated March, 2014, as further amended by agreement dated April 16, 2014, as further revived and amended by agreement dated April 29, 2014 and as may be further amended from time to time and as assigned (collectively, the “**Sale Agreement**”) between the Manager and Augend Investments Limited (the “**Purchaser**”) and provided for: (A) the vesting in 1 Royal Gate Village Properties Ltd., as directed in writing by the Purchaser, of RGNI’s right, title and interest in and to the lands legally described as: (i) Parcel 6-1, Section 65M3033, Block 6, Plan

65M3033, s/t LT1058556, Vaughan, together with an easement and right of way over Part of Block 4, Plan 65M3033, Parts 3 and 4, 65R29851 as in YR965279, together with an easement and right of way over Part of Block 1 Plan 65M3033, Parts 13 and 14, 65R27567 as in YR965279 released by YR1300456, subject to an easement in favour of Blocks 3 and 4, Plan 65M3033, Part of Block 2, Plan 65M3033, Part 72, 65R26788 and Part of Lot 5, Concession 8 (Vaughan), Parts 1 to 49, both inclusive, Plan 65R26788, as in YR965281, subject to an easement over Block 6, Plan 65M3033 as in YR1159474, together with an easement over Part of Block 5, Plan 65M3033, Parts 2, 8, 9, 11, 13, 14, 15, 16, 18, 20, 21, 24, 25, 26 and 28, 65R34504 as in YR2040234 in favour of Part of Block 6, 65M3033, Parts 38 to 41, 65R34504, subject to an easement in gross over Part of Block 6, Plan 65M3033, Parts 4 and 5, 65R32501 as in YR1531188, being all of PIN 03221-0008 (LT); and (ii) Part of Block 5, Plan 65M3033, Parts 30 to 37, 65R34504, subject to LT1058549, LT1058556, together with an easement and right of way over Part of Block 4, 65M3033, Parts 3 and 4, 65R29851 as in YR965279, subject to an easement and right of way over Parts 1 and 2, 65R29851 in favour of Block 4, 65M3033 as in YR965279, together with an easement and right of way over Part of Block 1, Plan 65M3033, Part 13 and 14, 65R27567 as in YR965279 partially released by YR1300456, subject to an easement in favour of Blocks 3 and 4, 65M3033, Part of Block 2, Plan 65M3033, Part 72, 65R26788 and Part of Lot 5, Concession 9 Vaughan, Parts 1 to 49 inclusive, Plan 65R26788 as in YR965281, subject to an easement over Block 5, 65M3033 as in YR1159474, subject to an easement over Parts 2, 8, 9, 11, 13, 14, 15, 16, 18, 20, 21, 24, 25, 26 and 28, 65R34501 in favour of Part of Blocks 5 and 6, Plan 65M3033, Parts 30 to 41, 65R34504 as in YR2040234, subject to an easement over Parts 30, 31, 33, 34 and 35, 65R34504 in favour of Part of Block 5, Plan 65M3033, Parts 1 to 29, 65R34504 as in YR2039686, City of Vaughan, being all of PIN 03221-0158 (LT) (collectively, the “**RGNI Lands**”); and (B) the vesting in Royal Gate Village Lands Ltd., as directed in writing by the Purchaser, of RGLNI’s right, title and interest in and to the lands legally described as Part of Block 1, Plan 65M3033, Parts 3, 4 and 5, 65R31079, together with an easement and right of way over Part of Block 2, 65M3033 and Part of Lot 5, Concession 8, Parts 55, 58, 60, 65 and 74, 65R26788 as in YR431534, subject to an easement and right of way in favour of Blocks 5 and 6, Plan 65M3033 as in YR965279, together with an easement over Part of Block 1, Plan 65M3033, Part 2, 65R31079 as in YR1300472, subject to an easement over Part 3, 65R31079 in favour of Part of Block 1, Plan 65M3033, Parts 1 and 2, 65R31079 as in YR1300472, subject to an easement over Part 6, 65R32562 in favour of Part of Block 1, 65M3033, Parts 1 and 2, 65R31079 and Parts 1 to 12 and 15, 65R27567, Block 12, 65M3033, Part of Block 2, 65M3033, Parts 73 to 76, 65R26788, Part of Lot 5, Concession 8, Part 1, 65R31180 and Parts 50 to 67 65R26788 as in YR1548877, together with an easement over Part of Block 1, Plan 65M3033, Parts 2 and 3, 65R32562 as in YR1548878, City of Vaughan, being all of PIN 03221-0147 (LT) (the “**RGLNI Lands**” and together with the RGNI Lands collectively, the “**Lands**”), which vesting is to be effective with respect to the Lands upon: (1) the delivery by the Manager to the Purchaser, 1 Royal Gate Village Properties Ltd. and Royal Gate Village Lands Ltd. of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Lands; (ii) that the conditions to Closing as set out in Section 8 on Schedule B to the Sale Agreement have been satisfied or waived by the Manager and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Manager; and (2) the registration and/or recordation of the Approval and Vesting Order and/or an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or *Land Registration Reform Act*, on title to the Lands.

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

THE MANAGER CERTIFIES the following:

1. The Purchaser has paid and the Manager has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in Section 8 on Schedule B to the Sale Agreement have been satisfied or waived by the Manager and the Purchaser; and
3. The transaction contemplated in the Sale Agreement has been completed to the satisfaction of the Manager.

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

SCHONFELD INC., in its capacity as Court
appointed Manager of **ROYAL GATE
NOMINEE INC.** and **ROYAL GATE (LAND)
NOMINEE INC.** and not in its personal
capacity

Per: _____

Harlan Schonfeld
President

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

1. Charge in the original principal amount of \$16,800,000.00 in favour of Computershare Trust Company of Canada registered on April 23, 2013 as Instrument No. YR1968668;
2. Notice of Assignment of Rents – General in Computershare Trust Company of Canada registered on April 23, 2013 as Instrument No. YR1968669;
3. Construction Lien in the amount of \$81,337 by Norel Electric Ltd. registered on November 15, 2013 as Instrument No. YR2060661.
4. Construction Lien in the amount of \$81,337 by Norel Electric Ltd. registered on November 15, 2013 as Instrument No. YR2060680.
5. Construction Lien in the amount of \$27,912 by Laser Heating & Air Conditioning Inc. registered on December 3, 2013 as Instrument No. YR2069168.
6. Certificate by Laser Heating & Air Conditioning Inc. registered on December 24, 2013 as Instrument No. YR2068678.
7. Certificate by Norel Electric Ltd. registered on December 31, 2013 as Instrument No. YR2079335.
8. Construction Lien in the amount of \$92,663 by Land-Con Ltd. registered on February 12, 2014 as Instrument No. YR2094771.
9. Certificate by Land-Con Ltd. registered on March 20, 2014 as Instrument No. YR2107290.
10. Construction Lien in the amount of \$7,427.00 by Laser Heating & Air Conditioning Inc. registered on April 14, 2014 as Instrument No. YR2115822.

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

PIN 03221-0008 (LT)

1. Agreement registered December 21, 1989 as Instrument No. R530363.
2. Agreement registered July 19, 1990 as Instrument No. R548018.
3. Agreement registered December 31, 1990 as Instrument No. R559546.
4. Agreement registered May 2, 1991 as Instrument No. R567214.
5. Agreement registered January 21, 1992 as Instrument No. R586952.
6. Notice of Subdivision Agreement registered May 10, 1993 as Instrument No. LT910208.
7. Notice registered July 13, 1994 as Instrument No. LT987734.
8. Notice of Agreement registered January 26, 1995 as Instrument No. LT1023345.
9. Notice of Agreement registered January 26, 1995 as Instrument No. LT1023346.
10. Notice of Subdivision Agreement registered June 7, 1995 as Instrument No. LT1041046.
11. Transfer of Easement registered September 8, 1995 as Instrument No. LT1058556.
12. Application to Annex Restrictive Covenants registered March 29, 2007 as Instrument No. YR965275.
13. Transfer of Easement registered March 29, 2007 as Instrument No. YR965281.
14. Transfer of Easement registered May 6, 2008 as Instrument No. YR1159474.
15. Transfer, Release and Abandonment registered March 30, 2009 as Instrument No. YR1300456.
16. Notice of Lease registered July 30, 2009 as Instrument No. YR1351328.
17. Transfer of Easement registered August 10, 2010 as Instrument No. YR1531188.
18. Postponement registered August 10, 2010 as Instrument No. YR1531217.
19. Postponement registered August 10, 2010 as Instrument No. YR1531218.

PIN 03221-0158 (LT)

1. Agreement registered December 21, 1989 as Instrument No. R530363.
2. Agreement registered July 19, 1990 as Instrument No. R548018.
3. Agreement registered December 31, 1990 as Instrument No. R559546.
4. Agreement registered May 2, 1991 as Instrument No. R567214.

5. Agreement registered January 21, 1992 as Instrument No. R586952.
6. Notice of Subdivision Agreement registered May 10, 1993 as Instrument No. LT910208.
7. Notice registered July 13, 1994 as Instrument No. LT987734.
8. Notice of Agreement registered January 26, 1995 as Instrument No. LT1023345.
9. Notice of Agreement registered January 26, 1995 as Instrument No. LT1023346.
10. Notice of Subdivision Agreement registered June 7, 1995 as Instrument No. LT1041046.
11. Transfer of Easement registered September 8, 1995 as Instrument No. LT1058549.
12. Transfer of Easement registered September 8, 1995 as Instrument No. LT1058556.
13. Application to Annex Restrictive Covenants registered March 29, 2007 as Instrument No. YR965275.
14. Transfer of Easement registered March 29, 2007 as Instrument No. YR965279.
15. Transfer of Easement registered March 29, 2007 as Instrument No. YR965281.
16. Transfer of Easement registered May 6, 2008 as Instrument No. YR1159474.
17. Transfer, Release and Abandonment registered March 30, 2009 as Instrument No. YR1300456.
18. Notice of Lease registered July 30, 2009 as Instrument No. YR1351328.
19. Transfer of Easement registered September 8, 2011 as Instrument No. YR1709315.
20. Transfer of Easement registered September 27, 2013 as Instrument No. YR2039686.
21. Transfer of Easement registered as Instrument No. YR2040234.

PIN 03221-0147 (LT)

1. Agreement registered December 21, 1989 as Instrument No. R530363.
2. Agreement registered July 19, 1990 as Instrument No. R548018.
3. Agreement registered December 31, 1990 as Instrument No. R559546.
4. Agreement registered May 2, 1991 as Instrument No. R567214.
5. Agreement registered January 21, 1992 as Instrument No. R586952.
6. Notice of Subdivision Agreement registered May 10, 1993 as Instrument No. LT910208.
7. Notice registered July 13, 1994 as Instrument No. LT987734.
8. Notice of Agreement registered January 26, 1995 as Instrument No. LT1023345.
9. Notice of Agreement registered January 26, 1995 as Instrument No. LT1023346.

10. Notice of Subdivision Agreement registered June 7, 1995 as Instrument No. LT1041046.
11. Transfer of Easement registered September 8, 1995 as Instrument No. LT1058556.
12. Bylaw registered November 13, 2002 as Instrument No. YR230293.
13. Application to Annex Restrictive Covenants registered March 29, 2007 as Instrument No. YR965276.
14. Land Registrar's Order registered August 13, 2010 as Instrument No. YR1533508.
15. Land Registrar's Order registered September 1, 2010 as Instrument No. YR1543089.
16. Land Registrar's Order registered September 13, 2010 as Instrument No. YR1547540.
17. Transfer of Easement registered September 15, 2010 as Instrument No. YR1548877.
18. Transfer of Easement registered as Instrument No. YR965279.
19. Transfer of Easement registered as Instrument No. YR1300472.

DBDC SPADINA LTD. ET AL and **NORMA WALTON ET AL**

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

Applicants

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at TORONTO

APPROVAL AND VESTING ORDER

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