

**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 C HERETO, TO BE  
BOUND BY THE RESULT

**CROSS-MOTION RECORD  
(January 16, 2014)**

January 14, 2014

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# INDEX



**ONTARIO  
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**INDEX**

<b>TAB</b>	<b>DOCUMENT</b>	<b>PAGE NO.</b>
1.	Notice of Cross-Motion	1 – 9
2.	Affidavit of James Reitan sworn January 13, 2014	10 – 20
(a)	Email from Norma Walton to Dr. Bernstein dated June 8, 2012	21 - 26
(b)	Copy of Agreement between Ms. Walton and Mr. Walton and the Applicant	27 - 31
(c)	Parcel Registers for 875 and 887 Queen Street East	32 - 44

(d) Copy of cheque no. 616 from Dr. Bernstein to Red Door Developments for \$2,320,963.00 dated June 15, 2012	45 - 46
(e) Bank Account for Red Door Developments Ltd. for June 2012	47 - 48
(f) Deed of Transfer registered as Instrument No. AT3055612 on June 26, 2012	49 - 52
(g) Charge/Mortgage registered as Instrument No. AT3055613 on June 26, 2012	53 - 55
(h) Charge/Mortgage registered as Instrument No. AT30556143 on June 26, 2012	56 - 67
(i) Parcel Register for 44 Park Lane Circle, January 13, 2014	68 - 70
(j) Copy of Rose & Thistle Group's bank statement for June 2012	71 - 86
(k) Copy of cheque no. 620 from Dr. Bernstein dated June 25, 2012 for \$675,000.00	87 - 88
(l) Review of the Proposed Park Lane Refinancing	89 - 90
(m) Letter from Peter Griffin to Front Church Properties Limited dated January 10, 2014 regarding default of mortgage payment on 65 Front Street East	91 - 93
(n) Letter from Peter Griffin to Highland Creek Townes Inc. dated January 10, 2014 regarding default of mortgage payment for 232 Galloway Road	94 - 97

# TAB 1

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

**ONTARIO  
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**NOTICE OF CROSS-MOTION**

The Applicants will make a Cross-Motion to the Honourable Justice Newbould of the Commercial List at 330 University Avenue, Toronto on January 16, 2014 at 9:00 a.m., or such other date determined by the court.

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

**THE CROSS-MOTION IS FOR:**

1. The Applicants, DBDC Spadina Ltd., and those Corporations listed on Schedule A hereto, make a Cross-Motion for:

- (a) An order abridging the time for delivery of this Notice of Motion and supporting materials pursuant to Rule 3.02 of the *Rules of Civil Procedure*, and providing that this motion is properly returnable and dispensing with further service thereof;
- (b) An interim order Certificate of Pending Litigation respecting and a blanket charge over the property municipally known as 44 Park Lane Circle, Toronto, Ontario;
- (c) A declaration that the property at 44 Park Lane Circle is subject to a constructive and/or resulting trust from June 26, 2012 in favour of the Applicants, DBDC Global Mills Inc., DBDC Red Door Developments Inc., DBDC Red Door Lands Inc. and 368230 Ontario Limited;
- (d) An order tracing the funds from the Applicants, DBDC Global Mills Inc., DBDC Red Door Developments Inc., DBDC Red Door Lands Inc. and 368230 Ontario Limited to through the accounts of the Schedule "B" Companies, the account of the Rose & Thistle Group Ltd., the personal accounts of Norma Walton and/or Ronauld Walton and the trust account of Devry Smith Frank LLP and otherwise into 44 Park Lane Circle;
- (e) An order claiming 44 Park Lane Circle as proceeds of the funds from the Applicants, DBDC Global Mills Inc., DBDC Red Door Developments Inc., DBDC Red Door Lands Inc. and 368230 Ontario Limited;
- (f) An order that the Applicants, DBDC Global Mills Inc., DBDC Red Door Developments Inc., DBDC Red Door Lands Inc. and 368230 Ontario Limited, may seize and sell the property at 44 Park Lane Circle, subject to the enforceable rights of registered charges and liens on the property;

- (g) The costs of this cross-motion; and
- (h) Such further and other relief as to this Honourable Court may seem just.

**THE GROUNDS FOR THE CROSS-MOTION ARE:**

- (i) This Honourable Court has made four Orders dated October 4, October 25, November 5 and December 18, 2013 in respect of the Applicants' application and various motions, which *inter alia*:
  - (i) appointed Schonfeld Inc. as Inspector over the Schedule B Companies (October 4, 2013);
  - (ii) appointed Schonfeld Inc. as Manager over the Schedule B Companies and Properties (November 5, 2013);
  - (iii) required the Respondents to deliver forthwith a full accounting of all monies received, disbursed, owed to and owed from the Schedule B Companies and The Rose & Thistle Group Ltd. since September 2010 to the present (October 25, 2013); and
  - (iv) required the Respondents not to deal with the properties at 44 Park Lane Circle and 65 Front Street East;
- (j) The Respondent Norma Walton has dealt with the properties by soliciting commitment letters for further mortgages on 44 Park Lane Circle and 65 Front Street East;

- (k) The Respondents have not provided the accounting (or any accounting whatsoever) required by this Court's Order of October 25, 2013;
- (l) By way of Endorsement dated November 5, 2013, this Court adjourned *sine die* the relief sought by the Applicants for a certificate of pending litigation over 44 Park Lane Circle;
- (m) This Honourable Court adjourned the Applicants' motion *sine die* in light of the statement in Ms. Walton's affidavit that all of the monies diverted from the additional mortgages on 1450 Don Mills Road and 1500 Don Mills Road to companies other than the Schedule B Companies would be repaid that day;
- (n) The amounts received by the following companies outside of the Schedule B Companies were not repaid:
  - (i) Highland Creek Townes Inc. (the company associated with 232 Galloway Road, where Dr. Bernstein is the mortgagee) - \$15,100;
  - (ii) Front Church Properties Limited (the company associated with 65 Front Street East, where Dr. Bernstein is the mortgagee) - \$361,750; and
  - (iii) Carlaw Corner Corp. (a company associated with 319 Carlaw Street, Suite 107) - \$2,900.
- (o) The remaining funds from the additional \$6,000,000 in mortgages on 1450 Don Mills Road and 1500 Don Mills Road have not been repaid;

- (p) The monies used by the Waltons, other than the mortgage proceeds, to purchase 44 Park Lane Circle were equity investments made by the Applicants, DBDC Global Mills Inc., DBDC Red Door Developments Inc., DBDC Red Door Lands Inc. and 368230 Ontario Limited, in respect of contributions to 1450 Don Mills Road and 875-887 Queen Street West;
- (q) The Waltons improperly diverted those funds to their own use and the purchase of their home at 44 Park Lane Circle; and
- (r) Such further and other grounds as the lawyers may advise.

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

- (a) Affidavit of Norma Walton sworn December 17, 2013;
- (b) Affidavit of James Reitan sworn January 13, 2014
- (c) First Interim Report of the Inspector;
- (d) Supplement to the First Interim Report of the Inspector;
- (e) Second Report of the Inspector; and
- (f) Such further and other material as the lawyers may advise and this Honourable Court may permit.



January 14, 2014

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Lawyers for the Applicants

TO: **SERVICE LIST**

**SCHEDULE "A" COMPANIES**

1. Dr. Bernstein Diet Clinics Ltd.
2. 2272551 Ontario Limited
3. DBDC Investments Atlantic Ltd.
4. DBDC Investment 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 Inc.
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 Industrial 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 Developments Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.
31. El-Ad Limited
32. 165 Bathurst Inc.

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

Respondents

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**NOTICE OF MOTION**

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# TAB 2

**ONTARIO  
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B E T W E E N:

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**AFFIDAVIT OF JAMES REITAN**

I, JAMES REITAN, in the City of Woodbridge, in the Province of Ontario,  
MAKE OATH AND SWEAR:

1. I have sworn various affidavits in this proceeding.
2. I have reviewed the affidavit of Norma Walton sworn January 10, 2014 in support of her motion to obtain an additional mortgage of \$4,100,000 on 44 Park Lane Circle (the "Proposed Park Lane Refinancing").

### **The Purchase of 44 Park Lane Circle**

3. In her affidavit sworn December 17, 2013, Ms. Walton details the source of funds used to purchase 44 Park Lane Circle. Ms. Walton swears at paragraphs 20(bb), 23 and 24 that the purchase price for 44 Park Lane Circle came from the Walton Group, as defined therein, namely from Ms. Walton and Ronauld Walton's efforts to develop 875 Queen Street East (in partnership with the Red Door Shelter).

4. Ms. Walton claims that:

- (a) The Walton Group, and the Red Door Shelter, entered into a contract to purchase 875 Queen Street East in June 2011 for \$4.5 million. She does not say when the purchase closed;
- (b) By June 30, 2012, when Dr. Bernstein became a 50% shareholder in Red Door Developments Inc. and Red Door Lands Ltd., the value of 875 Queen Street East had increased to \$6.6 million;
- (c) That the Walton Group was entitled to that increase in value; and
- (d) Ms. Walton and Mr. Walton used the proceeds from that increase in value of 875 Queen Street East to purchase 44 Park Lane Circle.

5. Attached hereto as Exhibit "A" is a copy of an email from Norma Walton to Dr. Bernstein soliciting his investment in 875 and 887 Queen Street East and attaching a schedule detailing the project. Attached hereto as Exhibit "B" is a copy of the agreement between Ms. Walton and Mr. Walton and the Applicant Schedule "A" Companies DBDC Red Door Developments Inc. and Companies DBDC Red Door Lands Inc. in respect of Red Door

Developments Inc. and Red Door Lands Ltd. to purchase and develop 875 and 887 Queen Street East.

6. From a review of the agreement:

- (a) The purchase of 875 and 887 Queen Street East was scheduled to close on June 20, 2012 (paragraph 1);
- (b) There is no mention in the agreement of any increase in property value or that the Waltons were entitled to withdraw amounts from Dr. Bernstein's equity investment in respect of any such increase in value;
- (c) Dr. Bernstein contributed an equity amount of \$2,320,963 on June 15, 2012 (preamble and paragraph 7); and
- (d) Dr. Bernstein's equity investment was to be used by the Schedule B Companies of Red Door Developments Inc. and Red Door Lands Ltd. only for the purposes of purchasing, renovating, obtaining re-zoning and site plan approval of the property at 875 and 887 Queen Street East (preamble and paragraph 15).

7. In her affidavit sworn December 17, 2013, Ms. Walton makes no mention of 887 Queen Street East.

8. In a schedule to Ms. Walton's email at Exhibit "A" hereto, Ms. Walton represented that the purchase price of 875 and 887 Queen Street East was \$6,645,000. She represented that \$2,215,000 had been invested to date as development monies and that an additional \$2.9 million would be needed to complete the project.



9. Attached hereto as Exhibit "C" are copies of the parcel registers for 875 and 887 Queen Street East. 875 Queen Street East was purchased by Red Door Developments Inc. on July 6, 2012 for \$4,250,000 and 887 Queen Street East was purchased by Red Door Lands on July 6, 2012 for \$1,200,000, for a combined purchase price of \$5,450,000, not \$6,645,000.

10. On June 15, 2012, Dr. Bernstein made an equity contribution to Red Door Developments Inc. and Red Door Lands Ltd. of \$2,320,963.00. Attached hereto as Exhibit "D" is a copy of a cheque number 616 from Dr. Bernstein to Red Door Developments Ltd. for \$2,320,963.00 dated June 15, 2012. Attached hereto as Exhibit "E" is a copy of the bank account statement for Red Door Developments Ltd. (account # 7311749) at Meridian Financial for the month of June 2012. On June 15, 2012, the Red Door Developments Ltd. bank statement shows a deposit in the exact amount of Dr. Bernstein's equity contribution. Prior to that deposit, it appears that the bank balance for Red Door Developments Ltd. was \$100.19, virtually flat. From June 15 to June 25, 2012, Ms. Walton effected a series of transfers to account # 7311954, the Rose & Thistle Group account. On June 25, 2012, the balance in the Red Door Developments Ltd. account was \$117.19. Within 10 days, all of Dr. Bernstein's equity contribution to Red Door Developments Ltd. was transferred to the Rose & Thistle Group. Of particular note is a transaction on June 25, 2012, where Ms. Walton effected a withdrawal transfer to the Rose & Thistle Group account in the amount of \$1,662,850.00, which corresponds with the purchase of 44 Park Lane Circle, as set out below.

11. The deed of transfer for 44 Park Lane Circle reveals that the Waltons closed the purchase of the property on June 26, 2012 for \$10,500,000. Attached hereto as Exhibit "F" is a copy of the deed of transfer.

12. A review of the parcel register reveals that there are two mortgages on the property:

- (a) A mortgage in the amount of \$5,000,000 in favour of Home Trust Company, registered on title on the purchase date of June 26, 2012. Attached hereto as Exhibit "G" is a copy of charge in favour of Home Trust Company and others registered on title at 44 Park Lane Circle; and
  - (b) A mortgage in the amount of \$3,000,000 in favour of B & M Handelman Investment Ltd. and others, registered on title on the purchase date of June 26, 2012. Attached hereto as Exhibit "H" is a copy of charge in favour of B & M Handelman Investment Ltd. and others registered on title at 44 Park Lane Circle.
13. Attached hereto as Exhibit "I" is a copy of the parcel register for 44 Park Lane Circle as at January 13, 2014.
14. A review of the bank statements for the Rose & Thistle Group shows a transfer of \$2,337,850 on June 25, 2012 to Ms. Walton's personal account (account # 7870017), which by her evidence she used to purchase 44 Park Lane Circle. Attached hereto as Exhibit "J" is a copy of Rose & Thistle Group's bank statement (account # 7311954) from Meridian Financial for June 2012.
15. The amount of \$2,337,850 was funded by two transactions which immediately proceeded the withdrawal:
- (a) a cheque deposit of \$675,000; and
  - (b) a deposit of \$1,662,850.

16. Immediately prior to these two deposits, the balance in Rose & Thistle Group's account was \$4,445,54, virtually flat. Immediately following the withdrawal for the purchase of 44 Park Lane Circle, the balance in Rose & Thistle Group's account was again \$4,445,54.

17. The cheque deposit for the amount of \$675,000 was received from Dr. Bernstein in respect of 1450 Don Mills Rd. on June 25, 2012. Attached hereto as Exhibit "K" is a copy of cheque number 620 from Dr. Bernstein dated June 25, 2012 in the amount of \$675,000 with the re. line "1450 Don Mills Rd.". The cheque was used by the Waltons to fund the purchase of 44 Park Lane Circle, rather than 1450 Don Mills Road.

18. The deposit for the amount of \$1,662,850 corresponds with the withdrawal, detailed above, made that same day (June 25, 2012) from the account of Red Door Developments Inc. (account # 7311749) in the same amount and transferred to the Rose & Thistle Group account. That money was Dr. Bernstein's equity contribution to Red Door Developments Inc.

19. As a result, the funds used to close the purchase of 44 Park Lane Circle were Bernstein funds from the applicant companies.

### **The Proposed Park Lane Refinancing**

20. Attached hereto as Exhibit "L" is a review of the Proposed Park Lane Refinancing I have prepared which shows how Ms. Walton proposes to use the funds.

21. Ms. Walton proposes to use the \$4,100,000 as follows:

- (a) Repay the principal amount of the second mortgage held by Stephen Handelman on 44 Park Lane Circle in the amount of **\$3,000,000**;

- (b) Ms. Walton states that Mr. Handelman has committed to financing a second mortgage on 65 Front Street E. in the amount of \$2,600,000 (the "Handelman 65 Front Street Second Mortgage"), which she will use to discharge Dr. Bernstein's mortgage on 65 Front Street E. in the amount of \$2,500,000. The commitment letter from Mr. Handelman (attached at Exhibit A to Ms. Walton's affidavit sworn January 10, 2013) has not been signed by Mr. Handelman;
- (c) Fund a total of **\$242,231** in legal fees and other costs associated with obtaining the Proposed Park Lane Refinancing and the Handelman 65 Front Street Second Mortgage;
- (d) Make 4 prepaid interest payments under the Proposed Park Lane Refinancing totalling **\$164,000** to keep the new mortgage current for four months;
- (e) Pay **\$49,375** in accrued interest on the current mortgages on both properties;
- (f) Repay a total of **\$396,513** to the Canada Revenue Agency to discharge liens on 44 Park Lane Circle and 65 Front Street E.;
- (g) Transfer **\$390,000** from 44 Park Lane Circle to 65 Front Street E., purporting to represent a repayment of \$361,750 diverted to 65 Front Street E. from the \$6 million in additional improper mortgages placed on 1450 and 1500 Don Mills Road;
- (h) Pay her lawyers, Fasken Martineau LLP, **\$168,878**; and
- (i) Pay outstanding property taxes on 65 Front Street E. of **\$179,000**.

22. Ms. Walton's plan provides for \$406,231 in sunk costs for obtaining the new financing. She intends to use \$1,183,766 to meet her own obligations. The parcel register for 44 Park Lane Circle reveals a lien in favour of Dufferin Iron & Railings Inc. in the amount of \$12,289, which is not accounted for above.

23. Ms. Walton does not propose to use any of the proceeds from the Proposed Park Lane Refinancing to repay:

- (a) \$15,100 diverted to Highland Creek Townes Inc. (the company associated with 232 Galloway Road, where Dr. Bernstein is the mortgagee, although Ms. Walton improperly discharged his charge from title) from the \$6 million in additional improper mortgages placed on 1450 and 1500 Don Mills Road, as set out in my affidavit sworn September 30, 2013 and November 12, 2013;
- (b) \$2,900 diverted from Carlaw Corner Corp. (a company associated with 319 Carlaw Street, Suite 107) from the \$6 million in additional improper mortgages placed on 1450 and 1500 Don Mills Road, as set out in my affidavit sworn September 30, 2013 and November 12, 2013;
- (c) \$268,000 diverted from Tisdale Mews Inc. to fund improvements to 44 Park Lane Circle, as set out in my affidavit sworn October 24, 2013;
- (d) Any of the amounts to meet her obligations to the properties owned by the Schedule "B" Corporations;
- (e) The Inspector's fees in the amount of \$58,451.97 and the fees of the Inspector's counsel in the amount of \$60,975.94, which the Respondents, including Ms. Walton, were ordered to pay by way of Order dated November 1, 2013; and

- (f) The costs of the Applicants in the amount of \$81,000 and \$3,500 which the Respondents, including Ms. Walton, were ordered to pay by way of Order dated December 9, 2013 and Endorsement dated November 15, 2013.

**65 Front Street E. and 232 Galloway Road**

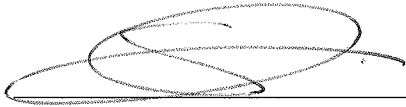
24. In respect of 65 Front Street E. and 232 Galloway Road, Dr. Bernstein has delivered notices of default, attached hereto as Exhibit "M" and "N". The terms of both mortgages have expired and the mortgagors failed to make interest payments for the month of January 2014.

25. In her affidavit sworn December 17, 2013 at paragraph 30, Ms. Walton represented that 65 Front Street E. was under offer to purchase for \$12,000,000, with a proposed closing date of February 28, 2014. Ms. Walton represented that the purchase price was sufficient to pay back all stakeholders.

26. On 232 Galloway Road, although the principal mortgage amount of \$1,518,750 has not been repaid, which amount was due and payable June 30, 2012, the charges have been discharged from title, without Dr. Bernstein's knowledge or consent.

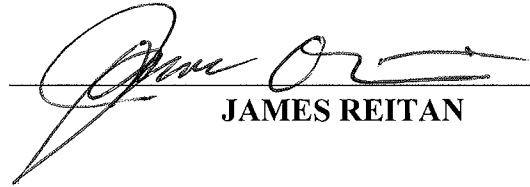
27. Ms. Walton proposes, however, to repay to Dr. Bernstein the principal mortgage amount for the property on which he still has a validly registered charge, namely 65 Front Street E., which he can enforce and where it appears she has either an offer or an agreement to purchase which would see Dr. Bernstein's mortgage discharged.

**SWORN** before me at the City of  
Toronto, in the Province of Ontario,  
this 13<sup>th</sup> day of January, 2014.



A Commissioner for taking affidavits

Sharon N. King



**JAMES REITAN**

DBDC SPADINA LTD., et al  
Applicants

-and- NORMA WALTON et al.  
Respondents

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF JAMES REITAN**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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

Peter H. Griffin (19527Q)

Tel: (416) 865-2921

Fax: (416) 865-3558

Email: pgriffin@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942

Fax: (416) 865-3973

Email: sroy@litigate.com

Lawyers for the Plaintiff



# TAB A

***This is EXHIBIT "A" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***



---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

**Shara N. Roy**

---

**From:** Norma Walton <nwalton@roseandthistle.ca>  
**Sent:** Friday, June 08, 2012 4:26 PM  
**To:** Dr. Stanley Bernstein  
**Subject:** 875-887 Queen Street East  
**Attachments:** proposal june 8, 2012.xls

Dear Stan,

It is always a pleasure doing business with you.

The above properties have been under conditional contract for the past two years, with closing scheduled for June 20<sup>th</sup> of this month. They comprise the entire block bounded by Logan, Queen, Booth and a municipal laneway. Woodgreen United Church and a Pharmacy building are there now. Since they've been under contract we have gone through extensive meetings with our consultants, the councilor (your and our friend, Councilor Fletcher!) and the planners to confirm we can build a 9-storey retail-residential condominium on the property. We have secured, at long last, their full support after lots of money being spent and lots of time invested. At this point, we have a number of developers (Trinity, Main and Main, Reserve Properties and Tribute Homes) lining up to purchase the property the moment we close. We have been offered north of \$12 million for it already without rezoning and site plan approval in place, being \$82.75 per buildable foot. The only challenge is that the Red Door Shelter currently occupies part of the church on the site and we secured the property and obtained city support because we promised to find them a new home before we finished development approvals for the above property. Red Door has money available to purchase a new home and the ability to pay rent, so we are in the process of helping them find great new space that suits them.

Hence our plan is as follows:

1. Close the purchase;
2. Find Red Door Shelter a new home nearby while completing rezoning and site plan approval on this property; and
3. Sell the property via auction to a developer once fully approved.

We anticipate once the approvals are in place the property will sell for \$14.5 million or so, being \$100 per buildable foot. Two of the four parties who want to purchase for \$12 million are retail developers who are covetous of the 20,000 SF of retail on this corner. They have already lined up interest from LCBO and Whole Foods for the space and are pushing us to create a second floor of retail given how much interest they are generating for that corner. Councilor Fletcher is in favour of second floor retail but the planners are not yet on side with that proposal so we'll see how that plays out. We don't need it but obtaining approval for it would increase the value. The property to the immediate west, being the Woodgreen Community Centre, is sitting on approximately 24,000 SF of dirt whereas we have just shy of 32,000 SF and they had their property tied up for north of \$10 million a few weeks ago after an auction process.

We would love to partner with you on the property. We have secured a \$7 million first mortgage at 6% interest only. We anticipate an investment of just over \$2.3 million on June 20<sup>th</sup> will create profits of just over \$1.2 million within two years, being a 52.5% straight line return and 23.4% compounded annually. In addition, upon sale we may try to negotiate a carried interest that would cash out when the condominium developer completed the project. In your old stomping grounds this is definitely a corner in demand.

Let me know if the above resonates with you. If so, we'll incorporate a company to hold your ownership stake. The two legal entities that will hold the property are Red Door Developments Ltd. which will hold 875 and Red Door Lands Ltd. which will hold 887, so we would incorporate DBDC Red Door Developments Inc. and DBDC Red Door Lands Inc. if of interest. The funds would be needed on June 20<sup>th</sup>. (I told you I was in the process of placing in equity the \$4 million of debt we repaid today) ☺

Take a look and let me know if you like the opportunity. If so, we'd be delighted to partner with you.

Either way, I hope you enjoy your weekend!

Regards,



Revenues and Projected Profits		
Value once approved	145000 @ \$100 PSF	\$14,500,000.00
	Total Revenues:	\$ 14,500,000
	Less realty commission (3%):	\$ (435,000)
<b>Net Revenues:</b>		<b>\$ 14,065,000</b>
<b>Less Project Cost:</b>		<b>\$ 11,641,925</b>
<b>Projected Profit:</b>		<b>\$ 2,423,075</b>

**875-887 Queen Street East  
CAPITAL REQUIRED**

**Purchase Costs**

Purchase Price	6,645,000
Commission due on purchase	276,850
Development monies invested to date	2,215,000
Mortgage and lender's legal fees	70,000
Ontario Land Transfer Tax	116,288
Municipal Land Transfer Tax	116,288
Other fees and disbursements for due diligence material	65,000

**Total Purchase Price**

**\$ 9,504,425**

**Development approval fees required for full approvals**

Architectural fees	\$ 350,000	
Surveyor's fees	\$ 75,000	
Engineering fees	\$ 50,000	
Interior design fees	\$ 25,000	
Marketing fees	\$ 100,000	
Rezoning and Site Plan Approval application and legal fees	\$ 450,000	
Miscellaneous other fees	\$ 15,000	
Management fees to manage process	\$ 106,500	
		\$ 1,171,500

**Total Development Approval Fees:**

**\$ 1,171,500**

**Carrying Costs**

Property tax	\$ 90,000
Insurance costs	\$ 36,000
Interest on mortgage	\$ 840,000

**Total Carrying Costs:**

**\$ 966,000**

**Total Capital Required**

**\$ 11,641,925**

<b>Mortgage:</b>	60.13%	6.00%	\$ 7,000,000
<b>Dr. Bernstein:</b>	19.94%		\$ 2,320,963
<b>Ron and Norma Walton:</b>	19.94%		\$ 2,320,963

**Investor Return**

Equity:	\$4,641,925.00
Cash out date:	By June 30, 2014
Projected Profits:	\$2,423,075.00
Total Return on Investment:	52.20%
Compounded annual return:	23.40%
Total investment period:	24 months

**TAB B**



***This is EXHIBIT "B" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

# AGREEMENT

Between:

DBDC Red Door Developments Inc. and DBDC Red Door Lands Inc.  
"Bernstein"

- and -

Ron and Norma Walton  
"Walton"

- and -

Red Door Developments Inc. and Red Door Lands Ltd.  
the "Company" or "Companies"

WHEREAS Bernstein and Walton intend to purchase 875 and 887 Queen Street East, Toronto, Ontario (the "Property") on or about June 20, 2012 and put ownership of the Property in the Company's name;

AND WHEREAS Bernstein and Walton, or whomever Bernstein and Walton may direct in accordance with the provisions of paragraph 5 herein, will each hold a total of 2,320,963 shares in the Companies, being pro-rated as 1,483,322 shares in Red Door Developments Inc. and 837,641 shares in Red Door Lands Ltd.;

AND WHEREAS Bernstein and Walton will each provide the sum of \$2,320,963 to the Company for the purposes of purchasing, obtaining rezoning and site plan approval to build a 9-storey retail-residential condominium and selling the property for profit (the "Project");

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

THEREFORE the parties agree as follows:

1. Walton has contracted to purchase the Property and the purchase is scheduled to close on June 20, 2012.
2. Walton has met with realtors, planners and consultants as required to complete the Project.

3. Walton intends to close the purchase, find a current tenant a new home nearby while completing rezoning and site plan approval on this Property and sell the Property in accordance with Exhibit "A".
4. Bernstein wishes to own 50% of the shares in the Company in exchange for providing 50% of the equity required to complete the Project. The Company will issue sufficient shares such that Bernstein has 2,320,963 and Walton has 2,320,963 voting shares of the same class.
5. The ownership of the Company will be as follows:
  - a. 50% to Bernstein; and
  - b. 50% to Ron and Norma Walton as they may direct between each other or alternatively to be held by a completely Walton-owned and controlled company, provided that all covenants and agreements of Walton herein shall continue in full force and effect and such company executes an agreement to be bound by the provisions of the within Agreement.
6. Walton will be managing, supervising and completing the Project in accordance with the attached Exhibit "A".
7. The equity in the amount of \$4,641,926 will be paid as follows:
  - a. Bernstein will provide to the Company the sum of \$2,320,963 on or before June 20, 2012; and
  - b. Walton will provide the sum of \$2,320,963 to the Company in a timely manner as required as the Project is completed.
8. Walton and Bernstein will each provide 50% of whatever additional capital over and above the \$2,320,963 each that is required to complete the Project, if any, in a timely manner.
9. In addition to managing, supervising and completing the Project, Walton will be responsible for supervising the renovations of the building on the Property, hiring of all consultants, designers, architects and engineers to complete the Project, finance, bookkeeping, office administration, accounting, information technology provision, filing tax returns for the Company, and fulfilling all active roles required to complete the Project in accordance with Exhibit "A".
10. Bernstein will not be required to play an active role in completing the Project. Notwithstanding that, any decisions concerning the selling or the refinancing of the Property will require his approval; any decisions requiring an increase in the total amount of equity required to complete the Project will require his approval; and any significant decisions that vary from the Project plan described in Exhibit "A" will require his approval.

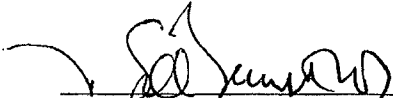
11. Walton will provide to Bernstein ongoing reports at minimum monthly detailing all items related to the Property including the progress in moving the plan forward.
12. Walton will provide to Bernstein the cost consultant's initial report analyzing the Project budget and timelines as soon as received by Walton. Walton will subsequently provide a written report to Bernstein each month detailing the following:
  - a. the cost consultant's report for that month indicating progress to date and cost to complete;
  - b. the bank statement for that month if requested; and
  - c. if the bank statement does not have a copy of cancelled cheques and Bernstein wishes to review them, then Walton will also provide a complete listing of all cheques written, including payees, dates and amounts.

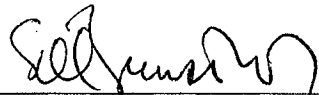
At Bernstein's request, Walton will provide whatever other back-up information he requests.
13. Once the Project is substantially completed to the point that all of the Property has been sold, both parties will be paid out their capital plus profits and Walton will retain the Company for potential future use.
14. The Board of Directors of the Company will be composed of two directors, being Bernstein and Norma Walton. The only shares to be issued in the Company will be as set out above, and neither party may transfer his or her shares to another party without the consent of all the other parties, which consent may be unreasonably withheld. Bernstein shall have the option of being paid out his share of capital and profits from the Project and once he has been paid out in full, he will surrender his share certificate, he will concurrently resign from the Board of Directors and Norma Walton and the Company will accept such resignation. At such time Bernstein shall be released of all obligations and liability related to the Company and shall be indemnified by Walton with respect to all liabilities, claims and obligations whatsoever of the Company up to the date at which Bernstein has been paid out his capital and profits from the Project.
15. The Company will only be used to purchase, renovate and refinance the property at 875 and 887 Queen Street East, Toronto, Ontario or such other matters solely relating to the Project and the Property.
16. If the parties disagree on how to manage, supervise and complete the Project in accordance with Exhibit "A" and cannot reach agreement amongst themselves, each of them undertakes to attend a minimum of four hours of mediation in pursuit of reaching an agreement. After mediation, if there are any remaining issues to be determined, those issues in dispute shall be determined by a single arbitrator in as cost-effective a manner as possible, with no right of appeal. All


costs of such mediation and/or arbitration will be borne equally by Bernstein and Walton.


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


Dated at Toronto, Ontario this 25<sup>th</sup> day of JUNE 2012


  
 DBDC Red Door Developments Inc.  
 Per A.S.O.

  
 DBDC Red Door Lands Inc.  
 Per A.S.O.

  
 Ron Walton

  
 Red Door Developments Inc.  
 Per A.S.O.

  
 Red Door Lands Ltd.  
 Per A.S.O.

  
 Norma Walton

**TAB C**

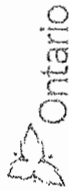
***This is EXHIBIT "C" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

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---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***



ServiceOntario

LAND  
REGISTRY  
OFFICE 566

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFICATION

875 Queen St. E

PAGE 1 OF 2

PREPARED FOR REGISTRATION

ON 2013/05/11 AT 12:20:20

PROPERTY DESCRIPTION

LOT 1, SEC 10/14, LT 1A PL NODA TORONTO, TORONTO, CITY OF TORONTO

REMARKS: CHARGES

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REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
1192711	1995/09/02	TRANSFER		*** COMPLETELY DELETED ***	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
1002215	1997/02/03	REAL ESTATE ACT		*** COMPLETELY DELETED ***	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
REMARKS: 2520, 253052						
1002760	2001/11/22	NO SEC INSTRUMENT		*** COMPLETELY DELETED ***	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
1011860	2002/03/06	D/E NOTICE SUC INT		*** COMPLETELY DELETED ***	EMERIDGE COMMERCIAL SERVICES INC.	
REMARKS: RE: 1002760					EMERIDGE COMMERCIAL SERVICES INC.	
10102680	2006/02/14	TRUSTS RELIGIOUS ORG		*** COMPLETELY DELETED ***	WOODGREEN TRUST	
10116940	2006/05/25	CONSTRUCTION LIEN		*** COMPLETELY DELETED ***	STORY INVESTMENTS LIMITED	
10117505	2006/06/22	CERTIFICATE		*** COMPLETELY DELETED ***	WOODGREEN MANAGEMENT INC.	
REMARKS: CERTIFICATE OF ACTION RE: 10116940					WOODGREEN TRUST	
10119505	2006/10/25	SEE ASSESS ORDER		*** COMPLETELY DELETED ***	THE TORONTO-DOMINION BANK	
REMARKS: DELETED 10116940, 10119505					PEKIN GROUP GENERAL CONTRACTING LIMITED	
10117649	2008/12/17	TRUSTS RELIGIOUS ORG		*** COMPLETELY DELETED ***	THE UNITED CHURCH OF CANADA	
REMARKS: DELETED 10116940, 10119505						

NOTE: REGARDING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INFORMATION. IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: REUSE THAT YOUR INSTRUMENT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PLOTTED THEM ALL UP.



LAND REGISTRY (AMENDED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2  
 PREPARED FOR M4991001  
 ON 2013/09/11 AT 12:20:17

2185-004 (LF)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
HT1007869	2012/07/06	TRANS RELIGIOUS ORG REMARKS: PLACING ACT STATEMENTS	\$4,250,000	THE UNITED CHURCH OF CANADA	RED DOOR DEVELOPMENTS INC.	C
HT1007870	2012/07/06	CHARGE	\$7,000,000	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	INOCAN MORTGAGE CORP.	C
HT1007871	2012/07/06	NO OPTION PURCHASE	\$30	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	THIRTY THREE PROPERTIES INC.	C
REMARKS: OFFICER EXPIRES 2014/07/06						

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



Ontario ServiceOntario

LAND  
REGISTRY  
OFFICE #56

PARCEL REGISTRY (ADMINISTRATIVE) FOR PROPERTY IDENTIFIERS

21055-0055 (LTI)

SUBJECT TO RESERVATIONS IN CHURCH CHART

PAGE 1 OF 2

PREPARED FOR REGISTRY

ON 2017/09/11 AT 12:28:20

PROPERTY DESCRIPTION:  
FOR E-1 SEC 2004: LT B 5/8 QUEEN ST EAST PL 2004 TORONTO; LT D 5/8 QUEEN ST EAST PL 2004 TORONTO; PT 13 E 7/5  
QUEEN ST EAST PL 2004 TORONTO CORNER AT THE N ELY ANGLE OF SAID LT B; THEREFORE ELY ALONG THE NLY LIMITS OF SAID LOTS B, C, D AND E, BEING ALONG THE SLY  
LIMIT OF QUEEN ST E, 97 FT 7 1/4 INCHES, MORE OR LESS, TO A POINT IN THE NLY LIMIT OF SAID LT E DISTANT 22 FT 9 1/4 INCHES MEASURED NLY THEREON FROM  
THE N ELY ANGLE THEREOF; THEREFORE ELY IN A STRAIGHT LINE 112 FT, MORE OR LESS, TO A POINT IN THE SLY LIMIT OF SAID LT E DISTANT 22 FT 9 1/4 INCHES  
MEASURED NLY THEREON FROM THE S ELY ANGLE OF SAID LT E; THEREFORE ELY ALONG THE SLY LIMITS OF SAID LOTS B, D, C AND E, 97 FT 7 1/4 INCHES, MORE OR LESS,  
TO THE S ELY ANGLE OF SAID LT B; THEREFORE NLY ALONG THE NLY LIMIT OF SAID LT B, 133 FT, MORE OR LESS, TO THE 600; TORONTO, CITY OF TORONTO

PROPERTY ADDRESS:  
8600/00/00/00  
FOR SIMPLE  
ABSOLUTE

GENERAL  
FIRST CONVERSION FROM BOOK

CAPACITY: 5000

REGISTRATION DATA  
2001/07/19

REG DOOR DEVELOPMENTS INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2001/07/16 **						
21012805	1991/08/09	TRANSFER		*** COMPLETELY DELETED ***		
86002015	1987/02/03	BOUNDARIES NOT		*** COMPLETELY DELETED ***		
		REMARKS: 2894, 135365		THE TRUSTEES OF WOODGREEN UNITED CHURCH	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
605700	2001/11/22	NO SEC INTEREST		*** COMPLETELY DELETED ***		
051300	2002/02/04	LIS NOTICE SEC INT		*** COMPLETELY DELETED ***		
		REMARKS: RE: 440760		THE TRUSTEES OF WOODGREEN UNITED CHURCH	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
AL006580	2006/02/14	TRANS ELIGIOUS ORG		*** COMPLETELY DELETED ***		
AL114960	2006/05/25	CONSTRUCTION LHM		*** COMPLETELY DELETED ***		
AL117500	2006/06/22	CERTIFICATE		*** COMPLETELY DELETED ***		
		REMARKS: CERTIFICATE OF ACTION RE: AL114960		THE TRUSTEES OF WOODGREEN UNITED CHURCH	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
AL105586	2006/10/25	REL BOUND ORGZE		*** COMPLETELY DELETED ***		
				STORY INVESTMENTS LIMITED	STORY INVESTMENTS LIMITED	
				WOODGREEN MANAGEMENT INC.	WOODGREEN MANAGEMENT INC.	
				WOODGREEN TRUST	WOODGREEN TRUST	
				THE TORONTO-DOMINION BANK	THE TORONTO-DOMINION BANK	

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



Ontario

ServiceOntario

LAND  
REGISTRY  
OFFICE 461

PARTIAL REGISTER (ADMINISTRATIVE) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR PAGE 001

ON 2012/05/11 AT 12:08:59

21055-0055 (LPI)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHD
REMARKS: DELETED AT146566, AT175015				ONTARIO SUPERIOR COURT OF JUSTICE	MAXIM GROUP GENERAL CONTRACTING LIMITED	
AT1576165	2008/12/17	TRANG RELIGIOUS ORG		*** COMPLETELY DELETED *** KODUREN TRUST	THE UNITED CHURCH OF CANADA	
AT1580759	2012/07/06	TRANG RELIGIOUS ORG REMARKS: PLANNING ACT STATEMENT	\$4,250,000	THE UNITED CHURCH OF CANADA	RED DOOR DEVELOPMENTS INC.	C
AT1580740	2012/07/06	CHARGE	\$7,000,000	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	STOCKHART MORTGAGE CORP.	C
AT1580741	2012/07/06	NO OPTION PURCHASE REMARKS: OPTION EXPIRES 2014/07/06	\$10	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	TRINITY URBAN PROPERTIES INC.	C

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

$$\begin{aligned} \mathbb{E}[\mathcal{L}_t] &= \mathbb{E}[\mathcal{L}_t^{\text{train}} + \mathcal{L}_t^{\text{test}}] \\ &= \mathbb{E}[\mathcal{L}_t^{\text{train}}] + \mathbb{E}[\mathcal{L}_t^{\text{test}}] \\ &= \mathbb{E}[\mathcal{L}_t^{\text{train}}] + \mathbb{E}[\mathcal{L}_t^{\text{test}}] \\ &= \mathbb{E}[\mathcal{L}_t^{\text{train}}] + \mathbb{E}[\mathcal{L}_t^{\text{test}}] \end{aligned}$$

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875 Owen St.  
PAGE 1 OF 2  
PREPARED FOR REVIEW:  
ON 2017/09/18 AT 11:03:11

2025

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**TOTAL PAGE NO.**

PROPERTY DESCRIPTION: PCL G 2 SEC N264) PT 119 Q OL N264 TO

[illegible]

STATE COLLEGE, Pa., Aug. 22

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2001/02/16 **					
LTC44270	1997/04/15	TRANSFER		*** COMPLETELY DELETED ***		
E3025	1866/10/14	PLAN REFERENCE		*** COMPLETELY DELETED *** THE TRUSTEES OF WOODGREEN UNITED CHURCH	THE TRUSTEES OF WOODGREEN UNITED CHURCH	
E478700	2001/11/22	NO SEC INTEREST		*** COMPLETELY DELETED ***	EMBRIDGE COMMERCIAL SERVICES INC.	
E413586	2002/03/04	O/S NOTICE SEC INT		*** COMPLETELY DELETED ***	EMBRIDGE COMMERCIAL SERVICES INC.	
REMARKS: REG. EXPIRED						
A71022680	2006/02/14	TRANS RELIGIOUS OFF		*** COMPLETELY DELETED *** THE TRUSTEES OF WOODGREEN UNITED CHURCH	WOODGREEN TRUST	
B41146969	2006/05/25	CONSTRUCTION LIAH		*** COMPLETELY DELETED *** MAXIM GROUP GENERAL CONTRACTING LIMITED		
A71175055	2006/06/22	CERTIFICATE		*** COMPLETELY DELETED *** MAXIM GROUP GENERAL CONTRACTING LIMITED	STONY INVESTMENTS LIMITED WOODGREEN MANAGEMENT INC. WOODGREEN TRUST THE TORONTO-DOMINION BANK	
REMARKS: CERTIFICATION OF ACTION RE: A71146960						
A71165596	2006/10/25	APL NAME ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	MAXIM GROUP GENERAL CONTRACTING LIMITED	
REMARKS: DELETES A71146969; A71175015						
A71976163	2009/12/17	TRANS RELIGIOUS OFF		*** COMPLETELY DELETED *** WOODGREEN TRUST	THE UNITED CHURCH OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION RECORDED FOR THIS PROPERTY.

NOTE: ENSURE THAT 2000 RAINOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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LAND  
REGISTRY  
OFFICE FOR

PARCEL REGISTER (APPROVED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2

PREPARED FOR PAGEID01  
ON 2013/09/11 AT 12:29:51

21055-0066 (LT)

SUBJECT TO RECONCILIATION IN CHAIN CURRNT

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
AT13067869	2012/07/06	TRANS RELIGIOUS ORG REMARKS: PLANNING ACT STATEMENTS	\$4,350,000	THE UNITED CHURCH OF CANADA	RED DOOR DEVELOPMENTS INC.	C
AT13067870	2012/07/06	CHARGE	\$7,660,000	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	FLORIAN MORTGAGE CORP.	C
AT13067871	2012/07/06	NO OPTION PURCHASE	\$10	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	TRINITY URBAN PROPERTIES INC.	C
REMARKS: OPTION EXPIRES 2014/07/06						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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1000038



Ontario

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LAND  
REGISTRY  
OFFICE #65

MOORE REGISTRY (ABSENT/STLD) FOR PROPERTY CERTIFICATE

PAGE 2 OF 2

PREPARED FOR MOORE  
ON 2023/09/11 AT 12:30:48

21055-0047 (L2)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CUD
AT1245506	2006/10/25	APL NAME ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	WEDDERBURN TRUST THE TORONTO-DOMINION BANK	
AT1376169	2006/11/17	TERMS RELIGIOUS ORG		*** COMPLETELY DELETED *** WEDDERBURN TRUST	MAXIM GROUP GENERAL CONTRACTING LIMITED	
AT307869	2012/07/06	TERMS RELIGIOUS ORG	\$4,250,000	THE UNITED CHURCH OF CANADA	THE UNITED CHURCH OF CANADA	C
AT307870	2012/07/06	STORAGE	\$7,000,000	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	RED DOOR DEVELOPMENTS INC.	C
AT1017071	2012/07/06	NO OPTION PURCHASE	\$10	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	TRINITY URBAN PROPERTIES INC.	C

NOTE: ALL OTHERS PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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Ontario

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LAND  
REGISTRY  
OFFICE #66

LEGAL NOTICE (ADVERTISEMENT FOR PROPERTY IDENTIFIER)

PAGE 2 OF 2

PREPARED FOR REG14401

ON 2013/05/11 AT 12:36:13

21015-0000 (L01)

SUBJECT TO RESERVATIONS IN CROWN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REG-REPS: AT1421/15				WOODGREEN MANAGEMENT INC. STONY INVESTMENTS LIMITED	THE TORONTO-DOMINION BANK	
AT03067746	2012/07/06	TRANSFER	\$2,400,000	WOODGREEN MANAGEMENT INC.	RED DOOR LANDS LTD.	C
REG-REPS: AT1421/15						
AT03067749	2012/07/06	CHARGE	\$1,300,000	RED DOOR LANDS LTD.	WOODGREEN MANAGEMENT INC.	C
AT10067073	2012/07/06	CHARGE	\$7,500,000	RED DOOR DEVELOPMENTS INC RED DOOR LANDS LTD.	RICAN MORTGAGE CORP.	C
AT10067074	2012/07/06	100 OPTIONS PURCHASED	\$10	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	TRIUNITY URBAN PROPERTIES INC.	C
REG-REPS: OPTIONS EXPIRES 2014/07/06						
AT03065311	2013/07/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REG-REPS: AT1421/15						

NOTE: RECOVERING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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ServiceOntario

LAND  
RETURN  
OFFICE #40

NOTICE: ALL INFORMATION (ORIGINATED) FOR PROPERTY IDENTIFICATION

287 Queen St. E.  
PAGE 1 OF 2  
PREPARED FOR MARIANO  
ON 2013/09/11 AT 12:57:26

21058-0649 U/LT

SUBJECT TO RESTRICTIONS IN LEASE GRANT

PROPERTY DESCRIPTION:

PL 10-1 SEC 1004/1 PT 10-1 S/2 QUESN ST EAST PL 1004/1 TORONTO COM AT A POINT IN THE S/2 LIMIT OF QUESN ST E WHERE THE SAME WOULD BE INTERSECTED BY THE PRODUCTION LINE OF THE CENTRE LINE OF PARTITION WALL WITH THE MAIN PARTS OF THE BRICK STORE BUILDINGS STANDING IN MAY 1922 UPON THE SAID LOT AND LANDS INCORPORATED TO THE W THEREOF, THE SAID POINT BEING DISTANT 20 FT 7 INCHES MEASURED NLY ALONG THE SAID LIMIT OF QUESN ST E FROM THE NLY LIMIT OF LOGAN AV (PREVIOUSLY CALLED BLOOR ST); THENCE SLY TO AND ALONG THE SAID CENTRE LINE OF WALL IN ALL A DISTANCE OF 11 FT 9 INCHES TO AN ANGLE IN THE SAME; THENCE NLY ALONG THE CENTRE LINE OF PARTITION WALL WITH THE AFORESAID BUILDINGS AND ON A COURSE ABOUT PARALLEL TO THE SAID LIMIT OF QUESN ST E 3 FT TO THE CENTRE LINE OF PARTITION WALL WITH THE REAR PARTS OF THE AFORESAID STORE BUILDINGS; THENCE SLY ALONG THE LAST MENTIONED CENTRE LINE OF WALL 28 FT 10 1/2 INCHES TO A POINT IN THE S/2 FACE OF THE SLY WALL OF THE SAID REAR PARTS OF THE SAID STORE BUILDINGS, WHICH POINT IS DISTANT 17 FT 5 3/4 INCHES MEASURED NLY ON A COURSE PARALLEL TO THE SAID LIMIT OF QUESN ST E FROM THE SAID LIMIT OF LOGAN AV; THENCE SLY ALONG THE SAID LIMIT OF LOGAN AV; THENCE SLY ALONG THE NLY WALL OF CERTAIN FRAME SHEDS STANDING AT THE REAR PREMISES OF THE SAID STORE BUILDINGS 25 FT 6 INCHES TO A POINT IN THE SLY FACE OF THE NLY WALL OF CERTAIN FRAME SHEDS STANDING AT THE DATE THEREAFTER LAST MENTIONED UPON THE REAR PREMISES OF THE SAID STORE BUILDINGS, WHICH POINT IS DISTANT 17 FT 2 1/2 INCHES MEASURED NLY ON A COURSE ABOUT PARALLEL TO THE SAID LIMIT OF QUESN ST E FROM THE SAID LIMIT OF LOGAN AV; THENCE SLY ALONG THE CENTRE LINE OF PARTITION WALL WITH THE SAID SHEDS, 10 FT 3 INCHES TO THE SLY FACE OF THE SAID SHEDS; THENCE NLY ALONG THE OLD SLY FACE OF SHEDS, BEING ABOUT PARALLEL TO THE SAID LIMIT OF QUESN ST E, 2 FT 5 1/2 INCHES; THENCE SLY ALONG THE CENTRE LINE OF PARTITION WALL IN AN OLD FRAME BUILDING STANDING AT THE DATE THEREAFTER LAST MENTIONED, UPON THE REAR PREMISES OF THE SAID STORE BUILDINGS, AND CONTINUING THENCE SLY PARALLEL TO THE SAID LIMIT OF LOGAN AV, IN ALL A DISTANCE OF 21 FT 6 INCHES TO A POINT IN THE NLY LIMIT OF THE LAKE IN THE SAID ST, WHICH POINT IS DISTANT 10 FT 10 3/4 INCHES, MEASURED NLY THENCE FROM THE SAID LIMIT OF LOGAN AV; THENCE SLY ALONG THE SAID LIMIT OF LAKE 19 FT 10 3/4 INCHES TO THE NLY LIMIT OF LOGAN AV; THENCE NLY ALONG THE SAID LIMIT OF LOGAN AV 112 FT TO THE SLY LIMIT OF QUESN ST E AFORESAID; THENCE NLY ALONG THE LAST MENTIONED LIMIT 20 FT 7 INCHES, MORE OR LESS, TO THE POC; TORONTO, CITY OF TORONTO

PROPERTY REMARKS:  
UNRECORDED  
FIRST CONVERSION FROM BOOK  
SALACITY, GRANT

PIN CREATION DNEA  
2001/02/19

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT INSTRUMENTS AND DOCUMENT TYPES AND ENLARGED INSTRUMENTS SINCE: 2001/02/16 **						
67522315	1987/02/03	PLAN BOUNDRIES ACT				
	REMARKS: 1989, 1993, 1996					
860050	1997/03/12	TRANSFER				
	REMARKS: AMENDED UNDER S195+10					
8514236	2002/05/31	TRANSFER			PESTER, ESTHER KESTER, LOUIS	
					WOODGREEN MANAGEMENT INC.	
86146560	2006/05/25	CONSTRUCTION LIAISON				
871175015	2006/06/22	CERTIFICATE				

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

STORY INVESTMENTS LIMITED

MAXIM GROUP GENERAL CONTRACTING LIMITED

MAXIM GROUP GENERAL CONTRACTING LIMITED

21055-0069 (UT)

SUBJECT TO RESERVATIONS IN CHAIN GRANT

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	TYPE/ CHKD
AT1251436	2006/10/25	REPL AMEND ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE	WOODGREEN MANAGEMENT INC. WOODGREEN TRUST THE TORONTO-DOMINION BANK	
AT143125	2007/04/17	CHARGE		*** COMPLETELY DELETED *** WOODGREEN MANAGEMENT INC. STORY INVESTMENTS LIMITED	HEALIN GROUP GENERAL CONTRACTING LIMITED	
AT143136	2007/04/17	NO ASSGN MENT GRN		*** COMPLETELY DELETED *** WOODGREEN MANAGEMENT INC. STORY INVESTMENTS LIMITED	THE TORONTO-DOMINION BANK	
AT1567745	2012/07/06	TRANSFER	\$2,400,000	WOODGREEN MANAGEMENT INC.	RED DOOR LANDS LTD.	C
AT1567749	2012/07/06	CHARGE	\$1,300,000	RED DOOR LANDS LTD.	WOODGREEN MANAGEMENT INC.	C
AT1567870	2012/07/06	CHARGE	\$7,000,000	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	RAICAN MORTGAGE CORP.	C
AT1567871	2012/07/06	NO OPTION PURCHASE	\$10	RED DOOR DEVELOPMENTS INC. RED DOOR LANDS LTD.	TRINITY URBAN PROPERTIES INC.	C
AT1345311	2013/07/08	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: AT143125.				

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

**TAB D**

***This is EXHIBIT "D" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

368230 ONTARIO LIMITED

DR STANLEY K BERNSTEIN

TORONTO, ON

000616

DATE 2012-06-15  
Y Y Y Y M M D D

PAY to  
the order of

RED DOOR DEVELOPMENTS LTD

\$ 2,320,963=

TWO MILLION THREE HUNDRED TWENTY THOUSAND NINE HUNDRED  
# SIXTY-THREE

100 DOLLARS  Security features included



Canada Trust

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

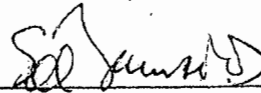
368230 ONTARIO LIMITED

RE

875-887 QUEEN E.



PER





# TAB E

***This is EXHIBIT "E" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a smaller, more complex flourish.

---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***



## Transaction History

Member Number: 7311749  
Account: Chequing - 0  
Current Balance: \$33,191.95

48

Date	Description	Amount	Balance
Jun 30, 2012	Interest Transaction Charge 5.00	-\$5.00	\$112.19
Jun 25, 2012	Withdrawal TRANSFER TO 7311954	-\$1,662,850.00	\$117.19
Jun 22, 2012	Transfer Out to 7311954 wellesly cheq Other Reference # 105200281	-\$8,100.00	\$1,662,967.19
Jun 21, 2012	Transfer Out to 7311954 wellesly cheq Other Reference # 105206074	-\$500.00	\$1,671,067.19
Jun 18, 2012	Transfer Out to 7311954 wellesly cheq Other Reference # 041729865	-\$383,500.00	\$1,671,567.19
Jun 18, 2012	Transfer Out to 7311954 wellesly cheq Other Reference # 034116475	-\$191,000.00	\$2,055,067.19
Jun 15, 2012	Transfer Out to 7311954 wellesly cheq Other Reference # 033855897	-\$75,000.00	\$2,246,067.19
Jun 15, 2012	Combined Deposit	\$2,320,963.00	\$2,321,067.19



**TAB F**

***This is EXHIBIT "F" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***



---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

LRO # 80 Transfer

Registered as AT3055612 on 2012 06 26 at 12:51

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 3

**Properties**

PIN 10368 - 0827 LT Interest/Estate Fee Simple  
 Description PART OF BLOCK A ON PLAN 2584 NORTH YORK AND PART W 1/2 OF LOT 5 CON. 2  
 EYS TWP OF YORK DESIGNATED AS PART 1 ON PLAN 66R23866; TORONTO (N  
 YORK), CITY OF TORONTO.  
 Address 44 PARK LANE CIRCLE  
 NORTH YORK

**Consideration**

Consideration \$10,500,000.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name HE, LISA  
 Address for Service 172 Bridal Path  
 Toronto, Ontario

I am at least 18 years of age.

I am separated from my spouse and the property was not ordinarily occupied by us at the time of our separation as our family residence.

This document is not authorized under Power of Attorney by this party.

**Transferee(s)****Capacity****Share**

Name	WALTON, NORMA	Joint Tenants
Date of Birth	1970 06 01	
Address for Service	44 PARK LANE CIRCLE NORTH YORK	
Name	WALTON, RONAULD	Joint Tenants
Date of Birth	1959 08 11	
Address for Service	44 PARK LANE CIRCLE NORTH YORK	

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

**Signed By**

Jason Huang	15 Allstate Parkway, 6th Floor Markham L3R 5B4	acting for Transferor(s)	Signed 2012 06 25
-------------	--	-----------------------------	-------------------

Tel 4162225588

Fax 4169461413

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

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

John Todd Holmes	100-95 Barber Greene Rd. Toronto M3C 3E9	acting for Transferee(s)	Signed 2012 06 26
------------------	--	-----------------------------	-------------------

Tel 4164491400

Fax 4164497071

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

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

LRO # 80 Transfer

Registered as AT3055612 on 2012 06 26 at 12:51

The applicant(s) hereby applies to the Land Registrar.

Page 2 of 3

**Submitted By**

DEVRY, SMITH & FRANK

100-95 Barber Greene Rd.  
Toronto  
M3C 3E9

2012 06 26

Tel 4164491400

Fax 4164497071

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$206,475.00
Municipal Land Transfer Tax	\$205,725.00
Total Paid	\$412,260.00

**File Number**

Transferee Client File Number :

DSF FILE NO. WANO020

**PROVINCIAL AND MUNICIPAL LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 10368 - 0827 PART OF BLOCK A ON PLAN 2584 NORTH YORK AND PART W 1/2 OF LOT 5 CON. 2 EYS TWP OF YORK DESIGNATED AS PART 1 ON PLAN 66R23866; TORONTO (N YORK), CITY OF TORONTO.

BY: HE, LISA

TO: WALTON, NORMA  
WALTON, RONAULD

Joint Tenants

Joint Tenants

1. WALTON, NORMA AND WALTON, RONAULD

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☒ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposited to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

contains at least one and not more than two single family residences.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	10,500,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	10,500,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	10,500,000.00

**PROPERTY Information Record**

A. Nature of Instrument: Transfer

LRO 80 Registration No. AT3055612 Date: 2012/06/26

B. Property(s): PIN 10368 - 0827 Address 44 PARK LANE CIRCLE NORTH YORK Assessment 1908081 - 98004500 Roll No

C. Address for Service: 44 PARK LANE CIRCLE NORTH YORK

D. (i) Last Conveyance(s): PIN 10368 - 0827 Registration No. AT2809083

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐

E. Tax Statements Prepared By: John Todd Holmes  
100-95 Barber Greene Rd.  
Toronto M3C 3E9

**TAB G**

*This is EXHIBIT "G" Referred to in the  
Affidavit of  
JAMES REITAN*

*Sworn the 13<sup>th</sup> day of January, 2014*



---

*A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy*

**Properties**

PIN 10368 - 0827 LT Interest/Estate Fee Simple  
Description PART OF BLOCK A ON PLAN 2584 NORTH YORK AND PART W 1/2 OF LOT 5 CON. 2  
EYS TWP OF YORK DESIGNATED AS PART 1 ON PLAN 66R23866; TORONTO (N  
YORK), CITY OF TORONTO.  
Address 44 PARK LANE CIRCLE  
NORTH YORK

**Chargor(s)**

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

Name WALTON, NORMA  
Address for Service 44 Park Lane Circle  
Toronto, Ontario  
M3C 2N2

I am at least 18 years of age.

Ronald Walton and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name WALTON, RONAULD  
Address for Service 44 Park Lane Circle  
Toronto, Ontario  
M3C 2N2

I am at least 18 years of age.

Norma Walton and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

**Chargee(s)****Capacity****Share**

Name HOME TRUST COMPANY  
Address for Service 145 King Street West  
Suite 2300  
Toronto, Ontario  
M5H 1J8

**Provisions**

Principal \$5,000,000.00 Currency CDN  
Calculation Period semi annually not in advance  
Balance Due Date 2014/07/05  
Interest Rate 5.99%  
Payments \$29,709.92  
Interest Adjustment Date 2012 07 05  
Payment Date 5th of each month  
First Payment Date 2012 08 05  
Last Payment Date 2014 07 05  
Standard Charge Terms 200727  
Insurance Amount See standard charge terms  
Guarantor

**Signed By**

John Todd Holmes

100-95 Barber Greene Rd.  
Toronto  
M3C 3E9

acting for Chargor Signed 2012 06 26  
(s)

Tel 4164491400



LRO # 80 Charge/Mortgage

Registered as AT3055613 on 2012 06 26 at 12:51

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 2

**Signed By**

Fax 4164497071

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

**Submitted By**

DEVRY, SMITH & FRANK

100-95 Barber Greene Rd.  
Toronto  
M3C 3E9

2012 06 26

Tel 4164491400

Fax 4164497071

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**TAB H**

***This is EXHIBIT "H" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

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***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

LRO # 80 Charge/Mortgage

Registered as AT3055614 on 2012 06 26 at 12:51

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 11

**Properties**

PIN 10368 - 0827 LT Interest/Estate Fee Simple  
 Description PART OF BLOCK A ON PLAN 2584 NORTH YORK AND PART W 1/2 OF LOT 5 CON. 2  
 EYS TWP OF YORK DESIGNATED AS PART 1 ON PLAN 66R23866; TORONTO (N  
 YORK), CITY OF TORONTO.  
 Address 44 PARK LANE CIRCLE  
 NORTH YORK

**Chargor(s)**

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

Name WALTON, NORMA  
 Address for Service C/O Walton Associates  
 30 Hazelton Avenue  
 Toronto, ON  
 M5R 2E2

I am at least 18 years of age.

WALTON, RONAULD and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name WALTON, RONAULD  
 Address for Service C/O Walton Associates  
 30 Hazelton Avenue  
 Toronto, ON  
 M5R 2E2

I am at least 18 years of age.

WALTON, NORMA and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

<b>Chargee(s)</b>		<b>Capacity</b>	<b>Share</b>
Name	B & M HANDELMAN INVESTMENTS LTD.		8.33%
Address for Service	620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name	BARRY ALAN SPIEGEL TRUST		8.33%
Address for Service	620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name	ORENBACH, JOANNA		4.17%
Address for Service	620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name	ORENBACH, JONATHAN		4.17%
Address for Service	620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name	BAMBURG HOLDINGS LTD.		8.33%
Address for Service	620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name	LIZROSE HOLDINGS LTD.		8.33%
Address for Service	620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name	1391739 ONTARIO LTD.		8.33%

LRO # 80 Charge/Mortgage

Registered as AT3055614 on 2012 06 26 at 12:51

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 11

Chargee(s)	Capacity	Share
Address for Service 620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name NATME HOLDINGS INC.		8.33%
Address for Service 620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name E. MANSON INVESTMENTS LTD.		37.5%
Address for Service 620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		
Name 558678 ONTARIO LTD.		8.33%
Address for Service 620 Wilson Avenue Suite 150 Toronto, ON M3K 1Z3		

**Statements**

Schedule: See Schedules

**Provisions**

Principal	\$3,000,000.00	Currency	CDN
Calculation Period	monthly not in advance		
Balance Due Date	2014/03/05		
Interest Rate	10.0%		
Payments	\$25,000.00		
Interest Adjustment Date	2012 07 05		
Payment Date	5th day of each month		
First Payment Date	2012 08 05		
Last Payment Date	2014 03 05		
Standard Charge Terms	200033		
Insurance Amount	full insurable value		
Guarantor			

**Signed By**

John Todd Holmes 100-95 Barber Greene Rd. acting for Chargor Signed 2012 06 26  
Toronto (s)  
M3C 3E9

Tel 4164491400

Fax 4164497071

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

**Submitted By**

DEVRY, SMITH & FRANK 100-95 Barber Greene Rd. 2012 06 26  
Toronto  
M3C 3E9

Tel 4164491400

Fax 4164497071

**Fees/Taxes/Payment**

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

**File Number**

Chargor Client File Number :

12-1058DL

## SCHEDULE

### 1. STANDARD CHARGE TERMS

The terms contained in this schedule are in addition to the terms contained in the Standard Charge Terms. In the event of any conflict between the terms contained in this schedule and those contained in the Standard Charge Terms, the terms contained in this schedule shall, to the extent of the conflict, prevail. If the Standard Charge Terms or the Charge refer to a Guarantor, the term "Guarantor" shall include any party named anywhere in the Charge as a guarantor or Covenantor.

### 2. SHORT FORMS OF MORTGAGES ACT

If any of the forms of words contained herein are also contained in Column One of Schedule B of the Short Forms of Mortgages Act, R.S.O. 1980, Ch. 474 ("SFMA") and distinguished by a number therein, the Charge shall be deemed to include and shall have the same effect as if the Charge contained the form of words in Column Two of Schedule B of the SFMA distinguished by the same number, and the Charge shall be interpreted as if the SFMA was still in full force and effect. The provisions of the Charge and its short form clauses shall not derogate from the Chargee's rights under the long clauses in the SFMA which shall be in addition thereto or in substitution for part or parts thereof as the Chargee may elect and all shall have the force of covenant.

### 3. DEFINITIONS

In this schedule, the following definitions apply:

(a) Balance Due Date means the date set out in the Provisions section of the Charge under the heading "Balance Due Date";

(b) Charge means the Charge/Mortgage to which this Schedule is attached and including the Standard Charge Terms and including this schedule

(c) Chargee means each party(ies) named as a Chargee or mortgagee in the Charge under "Chargee(s)" section and its or his heirs, executors, administrators, successors and assigns, as the case may be;

(d) Chargor means each party named as a chargor or mortgagor in the Charge under the Chargor(s)" section and its or his heirs, executors, administrators, successors, and assigns, as the case may be;

(e) Commitment Letter means the letter issued between the Chargor and B and M Handelman Investments Ltd. dated June 14, 2012 and as may be otherwise amended from time to time, and addressed to the Chargor or the Chargor's agent setting out the terms of the loan secured by the Charge, as it may be amended from time to time;

(f) Costs means all of the fees, costs, charges, losses, damages and expenses incurred by the Chargee as a direct or indirect consequence of granting the loan secured by the Charge including, without limitation, all expenses incurred in the construction, preservation, maintenance, repair, insuring and realization of the security contained herein, and all legal costs incurred by the Chargee as between a solicitor and his own client;

(g) Covenantor means each party named as a guarantor in the Provisions section of the Charge and each Covenantor's heirs, executors, administrators, successors and assigns, as the case may be;

(h) Interest means interest at the Interest Rate calculated monthly not in advance and payable on the total outstanding Principal Amount and such other amounts as provided in the Charge both before and after maturity, default, and judgment;

(i) Interest Adjustment Date means the date set out in the Provisions section of the Charge under the heading "Interest Adjustment Date" or as otherwise set out herein;

(j) Interest Rate means the interest rate being ten per cent (10%) per annum, calculated monthly, not in advance;

(k) Land Registry Office means the Land Registry Office in which this Charge is registered;

(l) Monthly Payments means the payments made each month in the amount set out in the Provisions section of the Charge under the heading "Payments", or as otherwise set out herein;

(m) Prime Rate means the rate of interest in effect daily expressed as a rate per annum established and published as such from time to time by Toronto Dominion Bank as its base rate of interest for variable rate Canadian dollar loans made in Canada and adjusted automatically upon any change in such base rate of interest and a statement from the Chargee from time to time as to the Prime Rate at any time or period of time shall be final and conclusive as among the parties hereto as evidencing the Prime Rate and shall not be open to challenge;

(n) Principal Amount means the principal amount in lawful money of Canada set out in the Provisions section of the Charge under the heading "Principal" as it may be increased or decreased prior to registration of a discharge of the Charge;

(o) Property means the lands described in the Properties section of the Charge and all buildings, fixtures and improvements now or hereafter brought or erected thereon;

(p) Receiver means a receiver or receiver-manager of the Property; and

(q) Standard Charge Terms means the set of Standard Charge Terms referred to in the Provisions section of the Charge under the heading "Standard Charge Terms".

#### 4. CHARGE

Upon the request of the Chargee, the Chargor hereby gives the Charge and charges the Property as security for full payment to the Chargee of the Principal Amount, Interest and all other amounts payable hereunder and as security for the observance and performance of all of the obligations of the Chargor to the Chargee pursuant to the Charge or otherwise.

#### 5. INTEREST PAYMENTS

Current Interest on the Principal Amount from time to time advanced prior to the Interest Adjustment Date, computed from the respective dates of such advances to the Interest Adjustment Date, shall, at the option of the Chargee, be deducted from the advances or paid by the Chargor at such time or times as the Chargee may require and such Current Interest may be so deducted or paid in advance; after the Interest Adjustment Date, Current Interest on the Principal Amount, computed from the Interest Adjustment Date, shall become due and be paid in Monthly Payments as provided in the Charge and the balance, if any, of the Principal Amount and Current Interest shall become due and payable on the Balance Due Date. The Monthly Payments of Current Interest, when received, shall be applied firstly to outstanding Costs, secondly to outstanding Current Interest, thirdly to Deferred Interest and the balance, if any, in reduction of the outstanding Principal Amount.

#### 6. TIME OF PAYMENTS

All payments received after 1:00 p.m. shall be deemed to have been received on the following business day.

#### 7. CHARGOR'S COVENANTS

The Chargor covenants with the Chargee:

(a) that the Chargor has a good title in fee simple to the Property except as the records of the Land Registry Office disclose;

(b) that the Chargor will execute such further assurances of the Property as may be requisite; and

(c) that the Chargor does hereby release to the Chargee all of the Chargor's claims upon the Property.

#### 8. TAXES

In the event the Chargor is unable to provide evidence that all taxes are up to date within ten (10) days of request by the Chargee, the Chargee shall have the option to require the Chargor to pay to the Chargee monthly on each payment date hereunder, 1/12th of the amount (as estimated by the Chargee) of all taxes, rates and assessments, municipal, local, parliamentary or otherwise, which affect the Property ("Taxes") payable within one year following the Chargee's request and the Chargor hereby authorizes the Chargee to remit such amounts to pay such Taxes. The Chargee shall pay interest to the Chargor, on the date or dates and at a rate or rates, from time to time determined by the Chargee, on the amount of such payments by the Chargor to the Chargee from the date such payments are received by the Chargee until the Taxes are paid.

#### 9. COSTS

Costs shall be forthwith due and payable by the Chargor to the Chargee and shall bear Interest until fully paid from the date the Chargor has received notice of such costs.

#### 10. INSURANCE PROVISIONS

(a) In addition to the insurance provided for under the Standard Charge Terms, the Chargor, in accordance with the provisions of this paragraph, shall maintain insurance against the perils therein described on all chattels used on, in or about the Property and shall maintain boiler and machinery insurance, builder's risk insurance and such other insurance as may be reasonably required by the Chargee. .

The fire insurance on the buildings and chattels on the Property shall contain a standard extended coverage endorsement of one hundred percent (100%) replacement cost or the full insurable value, whichever shall be the greater, but in no event less than the Principal Amount and shall contain the standard mortgage endorsement clause (IBC 3000). All policies must allow for partial occupancy.

The Chargor shall also maintain comprehensive public liability coverage for a minimum of THREE MILLION DOLLARS (\$3,000,000.00) per each occurrence. No insurance may be subject to a co-insurance clause.

(b) The Chargor shall provide upon the anniversary date of the Charge or at such further time or times as requested by the Chargee written evidence of the existence and continuation of the insurance as required by the Charge.

(c) In the event that evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to a servicing fee for each written enquiry which the Chargee shall make to the insurers pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage in accordance with this provision, the Chargee, in addition to the aforementioned servicing fee, shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

#### 12. SALE OF PROPERTY

The Chargor covenants and agrees with the Chargee that in the event of the Chargor, conveying, transferring or transfer of title of the Property hereby charged to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not be unreasonably withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee, forthwith become due and payable. Upon the Chargor selling, conveying or transferring title of the Property and the Chargee providing approval thereof as aforesaid, and provided further that the Chargor shall pay the Chargee a fee for providing said approval, which fee shall be determined by the



Chargee, in its sole discretion. Further the original Covenantor shall not be released upon the Chargee being satisfied of the financial capability of a new Covenantor assuming the obligations of the original Covenantor on behalf of the new Chargor.

### 13. RENEWAL

In the event that the Mortgagor fails to repay the principal and interest outstanding on the maturity date, or fails to accept a renewal offer tendered by the Mortgagee (for any reason not attributable to the Mortgagee) within 20 business days of the maturity date, then the Mortgagee may at its sole option, automatically renew this mortgage for a period of one month from the maturity date, at an interest rate equal to the greater of (i) The Toronto-Dominion Bank prime rate plus 2.00% per annum, calculated and paid monthly and (ii) the then current interest rate paid by the Mortgagor to the Mortgagee plus 2.00% per annum calculated monthly. In the event that the renewal has not been finalized within this one month period, then there will be no further extensions, and the Mortgagee will exercise its rights under the mortgage charge. The Mortgagee shall not be obligated to offer any renewal. All other terms and covenants under the existing mortgage shall continue to apply. The mortgage may be paid in full at any time during the one month renewal period.

### 14. Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Mortgagor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the property herein described to a purchaser, transferee or assignee or in the event of a change of shareholders of the Mortgagor which results in a change of control of the Mortgagor or in the event of a change in the beneficial ownership of the property herein described without first obtaining the consent in writing of the Mortgagee the entire principal sum and interest hereby secured shall, at the option of the Mortgagee, forthwith become due and payable.

### 15. DANGEROUS SUBSTANCES

To the best of the Chargor's knowledge:

- a) The Properties have never been used for the storage of waste, or as a waste disposal site as such terms are defined in the Environmental Protection Act (Ontario) R.S.O 1990.
- b) The Properties have not been used for storage of nor does it contain any monochlorinated or polychlorinated biphenyl ("P.C.B.'s") or any substances that contain on or more of them, or any substances classified as P.C.B.'s
- c) There are no hazardous or toxic products or waste substances in or on the Property.
- d) The Chargor is not now and on closing shall not be in breach of any provision of the EPA or of any requirement or policy of any other relevant Government authority as may apply to the Property, the Chargor's use of the Property, or the Purchaser's intended use of the Property.

### 16. HAZARDOUS WASTE

In consideration of the advance of funds by the Chargee, the Chargor and the Covenantor hereby agree that, in addition to any liability imposed on the Chargor and Covenantor under any instrument evidencing or securing the loan indebtedness, the Chargor and Covenantor shall be jointly and severally liable for any and all of the costs, expenses, damages or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the Charge and any other existing obligations of the Chargor and Covenantor to the Chargee in respect of the Charge and any other exercise by the Chargee of any remedies available to it for any default under the Charge.

### 17. ENVIRONMENTAL CLAUSE

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee or its agent, enter upon the Property to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee or its agent may enter upon the Property to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee or its agent and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Interest Rate, shall be payable by the Chargor forthwith and shall be a charge upon the Property. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or its agent to be in possession, management or control of the Property.

#### 18. CONSTRUCTION LIEN ACT

The Chargor warrants that no monies secured by the Charge are or will be used to finance an improvement to the Property including, without limitation, any alteration, addition or repair to the Property or any construction, erection or installation thereon.

#### 19. INSPECTION

The Chargee, its agents and employees shall have the right to enter upon the Property at all reasonable times to inspect and the reasonable costs of such inspections shall be forthwith payable by the Chargor to the Chargee.

#### 20. SURVIVAL OF COMMITMENT LETTER

The agreements, covenants, representations, warranties, provisions and stipulations (in this section collectively referred to as "provisions") contained in the Commitment Letter form an integral part of the Charge and all such provisions shall be deemed to be contained in the Charge and have the same force and effect as if they were fully set forth herein. To the extent that any provision or provisions of the Commitment Letter conflict with any provision or provisions of the Charge, the Commitment Letter shall prevail.

#### 21. SUBSEQUENT FINANCING

The Chargor agrees that no subsequent encumbrances may be placed on the Property without the prior written consent of the Chargee, which consent may not be unreasonably withheld.

#### 22. EVENTS OF DEFAULT

The Chargor at the sole option of the Chargee shall be in default under the Charge if any one or more of the following events of default (an "Event of Default") occurs at any time or times prior to registration of a complete discharge of the Charge:

(a) the Chargor defaults under any one or more of the covenants, conditions, terms, agreements, provisions and obligations contained in the Charge to be kept, observed and performed by the Chargor;

(b) the Chargor becomes insolvent, bankrupt or a trustee in bankruptcy is appointed for the Chargor or the Chargor makes a general assignment for the benefit of creditors or goes into liquidation either voluntarily or under an order of the court of competent jurisdiction or otherwise acknowledges his insolvency;

(c) any person seizes any rents from the Property, possession of the Property, the registration of any lien or similar action taken by any creditor of the Chargor;

(d) there is shown to be any discrepancy or inaccuracy in any written information, statement, warranty or representations made or furnished to the Chargee by or on behalf of the Chargor or Covenantor with respect to the Property or the Chargor's or any Covenantor's financial condition and if such discrepancies or inaccuracies are material in the opinion of the Chargee;

(e) any charge or encumbrance affecting the Property is in default;

(f) the Chargor obtains subsequent financing or refinancing of the Property without the prior written consent of the Chargee;

(g) the Chargor defaults under any one or more covenants, conditions, terms, agreements, provisions and obligations contained in any document, submitted to the Chargee by or on behalf of the Chargor in connection with the Charge;

(h) upon the death of the Chargor or one or more of the Chargors;

(i) any material changes, additions or alterations are made to the Property, including material changes in usage, without the prior written consent of the Chargee; or

If any of the foregoing Events of Default shall occur then, notwithstanding the provisions of any other agreement between the Chargor and the Chargee and at the option of the Chargee, the whole of the Principal Amount and Interest and all other amounts payable hereunder shall immediately become due and payable and the Chargee shall be relieved of any further obligations to advance monies to the Chargor. If an Event of Default or any breach of the terms of this Charge or the Commitment Letter is waived implicitly or explicitly by the Chargee, such waiver shall not operate as a waiver of any other, further or continuation of the same breach or Event of Default.

### 23. RIGHT TO DISTRAIN

The Chargee may distrain for arrears of any portion of the Principal Amount, Interest or any other amounts due and unpaid hereunder. The Chargor waives all rights to claim exemption and confirms that there is no limit in the amount for which the Chargee may distrain.

### 24. APPOINTMENT OF RECEIVER

(a) At any time after the security hereby constituted becomes enforceable, or the Principal Amount shall have become payable, the Chargee may from time to time appoint by writing a Receiver or a Receiver-Manager, as it shall elect (hereinafter called "Receiver"), with or without Bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

(i) To take possession of the Property and to collect and get in the same and for such purpose to enter into and upon any lands, buildings and premises wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;

(ii) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Property of the Chargor;

(iii) To sell or lease or concur in selling or leasing any or all of the Property, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;

(iv) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of the Charge and to exchange any part or part of the Property

for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;

(v) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Property in priority to the Charge;

(vi) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Property to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense of any suit, proceedings or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

(vii) To execute and deliver to the purchaser of any part or parts of the Property, good and sufficient transfer or transfers for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such transfer or transfers, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the Property or any part thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided.

(b) It is agreed that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under the Chargor, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

(c) The revenue of the business of the Chargor and the net proceeds of any sale of the Property or part or parts thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to the Charge:

(i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;

(ii) Secondly, in payment of all Costs;

(iii) Thirdly, in payment to the Chargee of the Principal Amount hereunder;

(iv) Fourthly, in payment to the Chargee of all Interest, arrears of Interest and any other monies remaining unpaid hereunder;

(v) Fifthly, any surplus shall be paid to the Charger provided that, in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

(d) The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own negligence or willful default; and he shall, when so appointed by notice in

60

writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

#### 25. CHARGEES NOT A CHARGEES IN POSSESSION

It is agreed that the Chargee, in exercising any of its rights under the Charge, shall be deemed not to be a chargee in possession or a mortgagee in possession of the Property.

#### 26. ADDITIONAL SECURITY

In the event that the Chargee, in addition to the Property, holds or shall hold, in the future, further security on account of the Principal Amount, it is agreed that no single or partial exercise of any of the Chargee's powers under the Charge or any of such further security (the Charge and any such further security are hereinafter together referred to as the "Security"), shall preclude other and further exercise of any other right, power or remedy pursuant to the Security. The Chargee shall at all times have the right to proceed against all, any or any portion of the Security in such order and in such a manner as the Chargee shall, in the Chargee's sole and unfettered discretion, deem fit without waiving any rights which the Chargee might have with respect to the Security and the exercise of any such powers or remedies from time to time shall in no way affect the liability of the Chargor under the remaining Security.

#### 27. FINANCIAL STATEMENTS

As long as there is any amount owing by the Chargor to the Chargee pursuant to the Charge, the Chargor shall deliver to the Chargee:

(a) within 120 days after the end of each fiscal year of the Chargor, or within 120 days after the end of each calendar year, if applicable or if the Chargor is an individual, or more often if requested by the Chargee, review engagement financial statements of the Chargor including a separate income and expense statement for the Property, an operating statement and an updated rent roll containing relevant lease terms for the Property, all satisfactory to the Chargee in form and content;

(b) a review engagement financial statement within 120 days after the end of each fiscal year of each corporate Covenantor, or more often if requested by the Chargee, and, in the case of each individual Covenantor, a personal net worth statement within 120 days after the end of each calendar year, or more often, if requested by the Chargee, such statements to be in form and content satisfactory to the Chargee; and

(c) as soon as reasonably possible, such further information as the Chargee may reasonably require from time to time.

#### 28. FURTHER ASSURANCES

The Chargor shall, at any time and from time to time, make, execute and deliver or cause to be made, executed and delivered to the Chargee such further and other reasonable acts, deeds, mortgages, charges, conveyances and assurances as may be required to fully and essentially carry out the true intention and meaning of the Charge and the costs to the Chargee, if any, of obtaining such further assurances shall be forthwith paid by the Chargor to the Chargee. No amendment, approval, waiver or consent relating to this Charge shall be valid unless same is in writing and executed by the Chargee.

#### 29. PAYMENT AFTER DEFAULT

Subject to and in accordance with section 17 of the Mortgages Act, after default in the payment of part or all of the Principal Amount, the Chargee shall not be required to accept payment in satisfaction of the outstanding Principal Amount without, in addition to all monies payable under the Charge, a bonus equal to 3 months' Interest in advance on the Principal Amount outstanding. The Chargor shall not be entitled to a discharge of the Charge without payment of such bonus or 3 months' written notice of such payment in lieu thereof. Nothing in this section shall, however, affect or limit the right of the Chargee to recover by action or otherwise the Principal Amount in arrears.

### 30. ASSIGNMENT BY CHARGEES

The Chargee may assign or syndicate the loan for which this Charge is security without the consent of the Chargor.

### 31. PAYMENTS AND FEES

- a) In the event that any of the Chargor's cheques or payments are not honoured when presented for payment, the Chargor shall pay to the Chargee for each such cheque or payment the sum of \$150.00 as a liquidated amount to cover the Chargee's administrative costs and not as a penalty and each sum shall be a charge upon the Property and shall bear interest at the Interest Rate.
- b) The Chargor shall pay to the Chargee a discharge fee of \$250.00 for each mortgage statement exclusive of legal fees and G.S.T. and for each mortgage statement prepared in connection herewith.
- c) The Chargor shall pay to the Chargee a fee of \$200.00 for each collection letter prepared in connection herewith.

### 32. POST-DATED CHEQUES

The Chargor shall deliver to each Chargee(s) on each anniversary of this Charge, twelve (12) post-dated cheques in the monthly payment amount for the ensuing year, or until expiry of the Loan hereof of less than one (1) year.

### 33. PREPAYMENT PROVISIONS

- a) Open on any payment date upon 30 days written notice;
- b) Partial discharge to be provided on severance and sale of part of property provided that all net proceeds to be paid first to first mortgagee with surplus if any to second mortgagee

### 34. VALIDITY OF PROVISIONS

If any provision of the Charge is held to any extent invalid or unenforceable, the remainder of the Charge shall not be affected and shall remain valid and enforceable. In the event of a conflict between the terms or provisions herein and the terms of any covenant, agreement or other document given by the Chargor in respect of this Charge, the Chargee shall elect which provisions apply.

### 35. TIME OF THE ESSENCE

Time shall be of the essence in all matters relating to the Charge.

### 36. INTERPRETATION AND HEADINGS

Wherever in the Charge the singular or masculine is used, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of the Charge and have been inserted for convenience of reference only.

### 37. PRIOR MORTGAGE

The Charge granted herein is in second priority to an existing charge (the "First Charge") upon the Property. Any default of the First Charge shall, at the Chargee's option, be deemed to be a default hereunder.

# TAB I

*This is EXHIBIT "I" Referred to in the  
Affidavit of  
JAMES REITAN*

*Sworn the 13<sup>th</sup> day of January, 2014*

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

*A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy*





## PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #66

10368-0827 (LT)

PAGE 1 OF 2  
PREPARED FOR GCrossman  
ON 2014/01/13 AT 08:55:04

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

**PROPERTY DESCRIPTION:** PART OF BLOCK A ON PLAN 2584 NORTH YORK AND PART W 1/2 OF LOT 5 CON. 2 EYS TWP OF YORK DESIGNATED AS PART 1 ON PLAN 66R23866; TORONTO (N YORK), CITY OF TORONTO.

**PROPERTY REMARKS:****ESTATE/QUALIFIER:**

FEE SIMPLE  
LT CONVERSION QUALIFIED

**RECENTLY:**

DIVISION FROM 10368-0429

**PIN CREATION DATE:**

2008/09/11

**OWNERS' NAMES**

WALTON, NORMA  
WALTON, RONALD

**CAPACITY SHARE**

JTEN  
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2008/09/11 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2001/03/26 **						
NY413214	1963/08/01	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	BATA, THOMAS J.	
64BA1529	1979/10/25	PLAN BOUNDRIES ACT REMARKS: NY770327, PLAN 11048				C
66R23866	2008/08/05	PLAN REFERENCE				C
AT1862034	2008/08/12	PLAN CORRECTION REMARKS: ORDER OF THE EXAMINER OF SURVEYS TO AMEND REFERENCE PLAN 66R23866.		EXAMINER OF SURVEYS		C
AT1890433	2008/09/09	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** BATA, THOMAS J.	BATA, SONJA BATA, THOMAS JOHN	
		REMARKS: PLANNING ACT STATEMENT				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

ServiceOntario

LAND  
REGISTRY  
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

10368-0827 (LT)

PAGE 2 OF 2  
PREPARED FOR GCrossman  
ON 2014/01/13 AT 08:55:04

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT1902917	2008/09/22	APL OF SURV-LAND		*** COMPLETELY DELETED *** BATA, THOMAS JOHN	BATA, SONJA	
AT2809083	2011/09/09	TRANSFER		*** COMPLETELY DELETED *** BATA, SONJA	HE, LISA	
		REMARKS: PLANNING ACT STATEMENTS				
AT2809084	2011/09/09	CHARGE		*** COMPLETELY DELETED *** HE, LISA	BANK OF MONTREAL	
AT3055612	2012/06/26	TRANSFER	\$10,500,000	HE, LISA	WALTON, NORMA WALTON, RONAULD	C
		REMARKS: PLANNING ACT STATEMENTS				
AT3055613	2012/06/26	CHARGE	\$5,000,000	WALTON, NORMA WALTON, RONAULD	HOME TRUST COMPANY	C
AT3055614	2012/06/26	CHARGE	\$3,000,000	WALTON, NORMA WALTON, RONAULD	B & M HANDELMAN INVESTMENTS LTD. BARRY ALAN SPIEGEL TRUST ORENBACH, JOANNA ORENBACH, JONATHAN BAMBURG HOLDINGS LTD. LIZROSE HOLDINGS LTD. 1391739 ONTARIO LTD. NAIME HOLDINGS INC. E. MANSON INVESTMENTS LTD. 558678 ONTARIO LTD.	C
AT3067381	2012/07/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: AT2809084.				
AT3480036	2013/12/16	CONSTRUCTION LIEN	\$12,289	DUFFERIN IRON & RAILINGS INC.		C
AT3488958	2013/12/30	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
AT3493949	2014/01/09	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C

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

**TAB J**

***This is EXHIBIT "J" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, appearing to be 'S. Roy', written over a horizontal line.

---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***



## Transaction History

Member Number: 7311954  
 Account: Chequing - 0  
 Current Balance: \$58.42

Date	Description	Amount	Balance
Jun 30, 2012	Interest Transaction Charge 21.00	-\$21.00	\$103,862.29
Jun 29, 2012	Transfer Out to 7311731 wellesy cheq Other Reference # 050112849	-\$17,725.00	\$103,883.29
Jun 29, 2012	Transfer Out to 7317951 wellesy cheq Other Reference # 050112302	-\$49,750.00	\$121,608.29
Jun 29, 2012	Transfer Out to 7311889 wellesy cheq Other Reference # 050111677	-\$750.00	\$171,358.29
Jun 29, 2012	Transfer Out to 7311681 wellesy cheq Other Reference # 050111099	-\$350.00	\$172,108.29
Jun 29, 2012	Transfer Out to 7317969 wellesy cheq Other Reference # 050110536	-\$150.00	\$172,458.29
Jun 29, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 050109661	-\$850.00	\$172,608.29
Jun 29, 2012	Transfer Out to 7293400 wellesy cheq Other Reference # 050109145	-\$1,000.00	\$173,458.29
Jun 29, 2012	Transfer Out to 7311921 wellesy cheq Other Reference # 050108614	-\$475.00	\$174,458.29
Jun 29, 2012	Transfer Out to 7311863 wellesy cheq Other Reference # 050108036	-\$700.00	\$174,933.29
Jun 29, 2012	Transfer Out to 9517533 wellesy cheq Other Reference # 050107411	-\$14,100.00	\$175,633.29
Jun 29, 2012	Transfer In from 7311632 wellesy cheq	\$10,700.00	\$189,733.29
Jun 29, 2012	Transfer In from 7317928 wellesy cheq	\$26,500.00	\$179,033.29
Jun 29, 2012	Transfer In from 7311525 wellesy cheq	\$7,150.00	\$152,533.29
Jun 29, 2012	Transfer In from 7311897 wellesy cheq	\$5,800.00	\$145,383.29
Jun 29, 2012	Transfer In from 7293434 wellesy cheq	\$5,300.00	\$139,583.29
Jun 29, 2012	Transfer In from 7317936 wellesy cheq	\$4,400.00	\$134,283.29
Jun 29, 2012	Transfer Out to 7311996 wellesy cheq Other Reference # 101703888	-\$2,200.00	\$129,883.29
Jun 27, 2012	Transfer Out to 7311897 wellesy cheq Other Reference # 025937607	-\$14,250.00	\$132,083.29
Jun 27, 2012	Transfer Out to 7311871 wellesy cheq Other Reference # 025937060	-\$30,700.00	\$146,333.29
Jun 27, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 025936529	-\$8,950.00	\$177,033.29
Jun 27, 2012	Transfer Out to 7293400 wellesy cheq Other Reference # 025935576	-\$2,300.00	\$185,983.29
Jun 27, 2012	Transfer Out to 7293434 wellesy cheq Other Reference # 025934920	-\$5,700.00	\$188,283.29
Jun 27, 2012	Transfer Out to 7311525 wellesy cheq Other Reference # 025934357	-\$6,500.00	\$193,983.29



## Transaction History

Member Number: 7311954

Account: Chequing - 0

Current Balance: \$58.42

Date	Description	Amount	Balance
Jun 27, 2012	Transfer Out to 7311558 wellesly cheq Other Reference # 025933795	-\$850.00	\$200,483.29
Jun 27, 2012	Transfer Out to 7311863 wellesly cheq Other Reference # 025933248	-\$13,600.00	\$201,333.29
Jun 27, 2012	Transfer Out to 7311855 wellesly cheq Other Reference # 025932670	-\$10,200.00	\$214,933.29
Jun 27, 2012	Transfer Out to 7311889 wellesly cheq Other Reference # 025932107	-\$500.00	\$225,133.29
Jun 27, 2012	Transfer Out to 7311731 wellesly cheq Other Reference # 025931529	-\$6,900.00	\$225,633.29
Jun 27, 2012	Transfer Out to 7311707 wellesly cheq Other Reference # 025930951	-\$250.00	\$232,533.29
Jun 27, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 025930357	-\$2,100.00	\$232,783.29
Jun 27, 2012	Transfer Out to 7293335 wellesly cheq Other Reference # 025929826	-\$1,850.00	\$234,883.29
Jun 27, 2012	Transfer Out to 7311574 wellesly cheq Other Reference # 025929076	-\$500.00	\$236,733.29
Jun 27, 2012	Transfer Out to 7311541 wellesly cheq Other Reference # 025928545	-\$850.00	\$237,233.29
Jun 27, 2012	Transfer Out to 7293418 wellesly cheq Other Reference # 025927732	-\$9,200.00	\$238,083.29
Jun 27, 2012	Transfer Out to 7293418 wellesly uscheq Other Reference # 024229904	-\$4,050.00	\$247,283.29
Jun 25, 2012	Transfer Out to 7870017 wellesly maxi Per Mario's email	-\$46,960.00	\$251,333.29
Jun 25, 2012	Transfer Out to 7311897 wellesly cheq Per Mario's email	-\$111,250.00	\$298,293.29
Jun 25, 2012	Transfer Out to 7311640 wellesly cheq Per Mario's email	-\$13,300.00	\$409,543.29
Jun 25, 2012	Cheque 9874	-\$150,000.00	\$422,843.29
Jun 25, 2012	Cheque 9875	-\$2,852.25	\$572,843.29
Jun 25, 2012	Transfer Out to 7311632 wellesly cheq Other Reference # 052123349	-\$15,550.00	\$575,695.54
Jun 25, 2012	Transfer Out to 7311525 wellesly cheq Other Reference # 052122770	-\$22,850.00	\$591,245.54
Jun 25, 2012	Transfer Out to 7311996 wellesly cheq Other Reference # 052122239	-\$1,600.00	\$614,095.54
Jun 25, 2012	Transfer Out to 7311921 wellesly cheq Other Reference # 052121692	-\$550.00	\$615,695.54
Jun 25, 2012	Transfer Out to 7311939 wellesly cheq Other Reference # 052120802	-\$44,600.00	\$616,245.54
Jun 25, 2012	Transfer Out to 7293418 wellesly uscheq Other Reference # 052120286	-\$5,410.00	\$660,845.54



# Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

Date	Description	Amount	Balance
Jun 25, 2012	Transfer Out to 7311889 wellesly cheq Other Reference # 052119755	-\$100.00	\$666,255.54
Jun 25, 2012	Transfer Out to 7311780 wellesly cheq Other Reference # 052119161	-\$10,700.00	\$666,355.54
Jun 25, 2012	Transfer Out to 7311731 wellesly cheq Other Reference # 052118630	-\$19,450.00	\$677,055.54
Jun 25, 2012	Transfer Out to 7311715 wellesly cheq Other Reference # 052117724	-\$20,950.00	\$696,505.54
Jun 25, 2012	Transfer Out to 7311699 wellesly cheq Other Reference # 052117145	-\$1,300.00	\$717,455.54
Jun 25, 2012	Transfer Out to 7311681 wellesly cheq Other Reference # 052116583	-\$15,000.00	\$718,755.54
Jun 25, 2012	Transfer Out to 7311707 wellesly cheq Other Reference # 052116020	-\$9,950.00	\$733,755.54
Jun 25, 2012	Transfer Out to 7311657 wellesly cheq Other Reference # 052115442	-\$3,100.00	\$743,705.54
Jun 25, 2012	Transfer Out to 7293335 wellesly cheq # 1 Other Reference # 052114880	-\$74,200.00	\$746,805.54
Jun 25, 2012	Transfer Out to 7311574 wellesly cheq Other Reference # 052114099	-\$1,100.00	\$821,005.54
Jun 25, 2012	Transfer Out to 7311756 wellesly cheq Other Reference # 052113520	-\$800.00	\$822,105.54
Jun 25, 2012	Transfer In from 7293418 wellesly cheq	\$1,100.00	\$822,905.54
Jun 25, 2012	Transfer In from 7311608 wellesly cheq	\$2,000.00	\$821,805.54
Jun 25, 2012	Cheque Deposit	\$815,360.00	\$819,805.54
Jun 25, 2012	Withdrawal TRANSFER TO 7870017	-\$2,337,850.00	\$4,445.54
Jun 25, 2012	Deposit	\$1,662,850.00	\$2,342,295.54
Jun 25, 2012	Cheque Deposit	\$675,000.00	\$679,445.54
Jun 25, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 120748013	-\$247,000.00	\$4,445.54
Jun 25, 2012	Transfer In from 7311731 wellesly cheq	\$13,000.00	\$251,445.54
Jun 25, 2012	Transfer In from 7293335 wellesly cheq # 1	\$50,000.00	\$238,445.54
Jun 25, 2012	Transfer In from 7311939 wellesly cheq	\$37,000.00	\$188,445.54
Jun 25, 2012	Transfer In from 7311525 wellesly cheq	\$147,000.00	\$151,445.54
Jun 22, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 055821850	-\$23,900.00	\$4,445.54
Jun 22, 2012	Transfer Out to 7311731 wellesly cheq Other Reference # 055821318	-\$12,350.00	\$28,345.54
Jun 22, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 055820772	-\$2,500.00	\$40,695.54



# Transaction History

Member Number: 7311954

Account: Chequing - 0

Current Balance: \$58.42

Date	Description	Amount	Balance
Jun 22, 2012	Transfer Out to 7293335 wellesly cheq # 1 Other Reference # 055820178	-\$15,900.00	\$43,195.54
Jun 22, 2012	Transfer Out to 7311541 wellesly cheq Other Reference # 055819615	-\$150.00	\$59,095.54
Jun 22, 2012	Transfer Out to 7317829 wellesly cheq Other Reference # 055819084	-\$150.00	\$59,245.54
Jun 22, 2012	Transfer Out to 7293434 wellesly cheq Other Reference # 055818506	-\$600.00	\$59,395.54
Jun 22, 2012	Transfer Out to 7311939 wellesly cheq Other Reference # 055817959	-\$100.00	\$59,995.54
Jun 22, 2012	Transfer In from 7311525 wellesly cheq	\$25,000.00	\$60,095.54
Jun 22, 2012	Transfer In from 7311574 wellesly cheq	\$1,000.00	\$35,095.54
Jun 22, 2012	Transfer In from 7317936 wellesly cheq	\$11,800.00	\$34,095.54
Jun 22, 2012	Transfer In from 7311632 wellesly cheq	\$3,000.00	\$22,295.54
Jun 22, 2012	Transfer In from 7293400 wellesly cheq	\$2,650.00	\$19,295.54
Jun 22, 2012	Transfer In from 7293418 wellesly cheq	\$6,400.00	\$16,645.54
Jun 22, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 105201156	-\$8,100.00	\$10,245.54
Jun 22, 2012	Transfer In from 7311749 wellesly cheq	\$8,100.00	\$18,345.54
Jun 21, 2012	Transfer Out to 7317944 wellesly cheq Other Reference # 034012397	-\$450.00	\$10,245.54
Jun 21, 2012	Transfer Out to 7317951 wellesly cheq Other Reference # 034011865	-\$1,250.00	\$10,695.54
Jun 21, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 034011225	-\$6,200.00	\$11,945.54
Jun 21, 2012	Transfer Out to 7311756 wellesly cheq Other Reference # 034010303	-\$100.00	\$18,145.54
Jun 21, 2012	Transfer Out to 9517533 wellesly cheq Other Reference # 034009756	-\$1,400.00	\$18,245.54
Jun 21, 2012	Transfer Out to 7317969 wellesly cheq Other Reference # 034008850	-\$400.00	\$19,645.54
Jun 21, 2012	Transfer Out to 7311996 wellesly cheq Other Reference # 034008100	-\$300.00	\$20,045.54
Jun 21, 2012	Transfer Out to 7311939 wellesly cheq Other Reference # 034006865	-\$350.00	\$20,345.54
Jun 21, 2012	Transfer Out to 7311871 wellesly cheq Other Reference # 033204240	-\$500.00	\$20,695.54
Jun 21, 2012	Transfer Out to 7311871 wellesly cheq Other Reference # 032922584	-\$350.00	\$21,195.54
Jun 21, 2012	Transfer Out to 7311608 wellesly cheq Other Reference # 105206621	-\$500.00	\$21,545.54
Jun 21, 2012	Transfer In from 7311749 wellesly cheq	\$500.00	\$22,045.54





## Transaction History

Member Number: 7311954  
 Account: Chequing - 0  
 Current Balance: \$58.42

Date	Description	Amount	Balance
Jun 20, 2012	Cheque 9869	-\$1,417.52	\$21,545.54
Jun 20, 2012	Cheque 9866	-\$825.15	\$22,963.06
Jun 20, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 053231881	-\$4,900.00	\$23,788.21
Jun 20, 2012	Transfer Out to 7311780 wellesly cheq Other Reference # 053231365	-\$13,250.00	\$28,688.21
Jun 20, 2012	Transfer Out to 7311731 wellesly cheq Other Reference # 053230803	-\$6,550.00	\$41,938.21
Jun 20, 2012	Transfer Out to 7311830 wellesly cheq Other Reference # 053230240	-\$900.00	\$48,488.21
Jun 20, 2012	Transfer Out to 7311822 wellesly cheq Other Reference # 053229537	-\$700.00	\$49,388.21
Jun 20, 2012	Transfer Out to 7311640 wellesly cheq Other Reference # 053228990	-\$6,200.00	\$50,088.21
Jun 20, 2012	Transfer Out to 7293400 wellesly cheq Other Reference # 053228443	-\$150.00	\$56,288.21
Jun 20, 2012	Transfer Out to 7311939 wellesly cheq Other Reference # 053227897	-\$100.00	\$56,438.21
Jun 20, 2012	Transfer Out to 7311863 wellesly cheq Other Reference # 053226959	-\$100.00	\$56,538.21
Jun 20, 2012	Transfer In USD from 7293418 wellesly uscheq Exchange Amount 40.87	\$5,409.13	\$56,638.21
Jun 20, 2012	Transfer In from 7293418 wellesly cheq	\$3,800.00	\$51,229.08
Jun 20, 2012	Transfer In from 7293335 wellesly cheq	\$700.00	\$47,429.08
Jun 20, 2012	Transfer In from 7293335 wellesly cheq # 1	\$4,600.00	\$46,729.08
Jun 20, 2012	Transfer In from 7311574 wellesly cheq	\$550.00	\$42,129.08
Jun 20, 2012	Transfer In from 7317936 wellesly cheq	\$25,450.00	\$41,579.08
Jun 20, 2012	Transfer In from 7294358 wellesly cheq	\$3,350.00	\$16,129.08
Jun 20, 2012	Transfer In from 7311632 wellesly cheq	\$6,800.00	\$12,779.08
Jun 20, 2012	Transfer In from 7293434 wellesly cheq	\$2,150.00	\$5,979.08
Jun 19, 2012	Cheque 9870	-\$678.00	\$3,829.08
Jun 18, 2012	Cheque 9868	-\$3,900.95	\$4,507.08
Jun 18, 2012	Cheque 9872	-\$357.67	\$8,408.03
Jun 18, 2012	Transfer In from 7293418 wellesly cheq	\$2,750.00	\$8,765.70
Jun 18, 2012	transfer out to 7311780 wellesly cheq	-\$50,100.00	\$6,015.70
Jun 18, 2012	transfer out to 7311731 wellesly cheq	-\$62,350.00	\$56,115.70
Jun 18, 2012	Transfer In from 7293418 wellesly cheq	\$10,000.00	\$118,465.70



## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

77

Date	Description	Amount	Balance
Jun 18, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 041735178	-\$2,400.00	\$108,465.70
Jun 18, 2012	Transfer Out to 7311889 wellesly cheq Other Reference # 041734584	-\$1,550.00	\$110,865.70
Jun 18, 2012	Transfer Out to 7311657 wellesly cheq Other Reference # 041733662	-\$142,000.00	\$112,415.70
Jun 18, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 041733100	-\$37,600.00	\$254,415.70
Jun 18, 2012	Transfer Out to 7293335 wellesly cheq Other Reference # 041732443	-\$1,800.00	\$292,015.70
Jun 18, 2012	Transfer Out to 7293335 wellesly cheq # 1 Other Reference # 041731912	-\$94,450.00	\$293,815.70
Jun 18, 2012	Transfer Out to 7311640 wellesly cheq Other Reference # 041731381	-\$1,100.00	\$388,265.70
Jun 18, 2012	Transfer Out to 7311624 wellesly cheq Other Reference # 041730662	-\$2,900.00	\$389,365.70
Jun 18, 2012	Transfer In from 7311749 wellesly cheq	\$383,500.00	\$392,265.70
Jun 18, 2012	Transfer Out to 7311657 wellesly cheq Other Reference # 034117303	-\$191,000.00	\$8,765.70
Jun 18, 2012	Transfer In from 7311749 wellesly cheq	\$191,000.00	\$199,765.70
Jun 15, 2012	Cheque 9738	-\$765.89	\$8,765.70
Jun 15, 2012	Cheque 9871	-\$150.00	\$9,531.59
Jun 15, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 035935359	-\$7,900.00	\$9,681.59
Jun 15, 2012	Transfer Out to 7317951 wellesly cheq Other Reference # 035856703	-\$1,250.00	\$17,581.59
Jun 15, 2012	Transfer Out to 7311731 wellesly cheq Other Reference # 035856187	-\$18,900.00	\$18,831.59
Jun 15, 2012	Transfer Out to 7311699 wellesly cheq Other Reference # 035855656	-\$250.00	\$37,731.59
Jun 15, 2012	Transfer Out to 7311657 wellesly cheq Other Reference # 035855094	-\$600.00	\$37,981.59
Jun 15, 2012	Transfer Out to 7311574 wellesly cheq Other Reference # 035854515	-\$1,150.00	\$38,581.59
Jun 15, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 035853984	-\$5,350.00	\$39,731.59
Jun 15, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 035853469	-\$1,150.00	\$45,081.59
Jun 15, 2012	Transfer Out to 7311566 wellesly cheq Other Reference # 035852906	-\$1,550.00	\$46,231.59
Jun 15, 2012	Transfer Out to 7294358 wellesly cheq Other Reference # 035851969	-\$450.00	\$47,781.59
Jun 15, 2012	Transfer Out to 7311830 wellesly cheq Other Reference # 035851422	-\$28,500.00	\$48,231.59



## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

78

Date	Description	Amount	Balance
Jun 15, 2012	Transfer Out to 7311871 wellesly cheq Other Reference # 035850844	-\$100.00	\$76,731.59
Jun 15, 2012	Transfer Out to 7311640 wellesly cheq Other Reference # 035850265	-\$8,000.00	\$76,831.59
Jun 15, 2012	Transfer Out to 7311624 wellesly cheq Other Reference # 035849719	-\$3,650.00	\$84,831.59
Jun 15, 2012	Transfer Out to 7293400 wellesly cheq Other Reference # 035849172	-\$2,200.00	\$88,481.59
Jun 15, 2012	Transfer Out to 7293434 wellesly cheq Other Reference # 035848594	-\$16,600.00	\$90,681.59
Jun 15, 2012	Transfer Out to 7311525 wellesly cheq Other Reference # 035848094	-\$100.00	\$107,281.59
Jun 15, 2012	Transfer Out to 7311921 wellesly cheq Other Reference # 035847515	-\$100.00	\$107,381.59
Jun 15, 2012	Transfer Out to 7311939 wellesly cheq Other Reference # 035846937	-\$101,250.00	\$107,481.59
Jun 15, 2012	Transfer Out to 7311863 wellesly cheq Other Reference # 035846359	-\$750.00	\$208,731.59
Jun 15, 2012	Transfer Out to 7293418 wellesly cheq Other Reference # 035845859	-\$7,350.00	\$209,481.59
Jun 15, 2012	Transfer In from 7311749 wellesly cheq	\$75,000.00	\$216,831.59
Jun 14, 2012	Cheque 9867	-\$2,388.75	\$141,831.59
Jun 14, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 071656422	-\$3,000.00	\$144,220.34
Jun 14, 2012	Transfer Out to 7311855 wellesly cheq Other Reference # 071655625	-\$1,050.00	\$147,220.34
Jun 14, 2012	Transfer Out to 7311731 wellesly cheq Other Reference # 071347750	-\$17,200.00	\$148,270.34
Jun 14, 2012	Transfer Out to 7311699 wellesly cheq Other Reference # 071347203	-\$1,450.00	\$165,470.34
Jun 14, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 071346656	-\$2,400.00	\$166,920.34
Jun 14, 2012	Transfer Out to 7293335 wellesly cheq Other Reference # 071346156	-\$500.00	\$169,320.34
Jun 14, 2012	Transfer Out to 7293335 wellesly cheq # 1 Other Reference # 071345640	-\$45,900.00	\$169,820.34
Jun 14, 2012	Transfer Out to 7311566 wellesly cheq Other Reference # 071345094	-\$500.00	\$215,720.34
Jun 14, 2012	Transfer Out to 7311541 wellesly cheq Other Reference # 071344594	-\$450.00	\$216,220.34
Jun 14, 2012	Transfer Out to 7317928 wellesly cheq Other Reference # 071344094	-\$6,050.00	\$216,670.34
Jun 14, 2012	Transfer Out to 7311830 wellesly cheq Other Reference # 071343562	-\$2,700.00	\$222,720.34



## Transaction History

Member Number: 7311954

Account: Chequing - 0

Current Balance: \$58.42

79

Date	Description	Amount	Balance
Jun 14, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 071343000	-\$4,200.00	\$225,420.34
Jun 14, 2012	Transfer Out to 7311632 wellesy cheq Other Reference # 071342484	-\$200.00	\$229,620.34
Jun 14, 2012	Transfer Out to 7293434 wellesy cheq Other Reference # 071341875	-\$800.00	\$229,820.34
Jun 14, 2012	Transfer Out to 7311525 wellesy cheq Other Reference # 071341328	-\$7,050.00	\$230,620.34
Jun 14, 2012	Transfer Out to 7311996 wellesy cheq Other Reference # 071340797	-\$350.00	\$237,670.34
Jun 14, 2012	Transfer Out to 7311558 wellesy cheq Other Reference # 071340265	-\$150.00	\$238,020.34
Jun 14, 2012	Transfer Out to 7311939 wellesy cheq Other Reference # 071339734	-\$5,200.00	\$238,170.34
Jun 14, 2012	Transfer Out to 7311863 wellesy cheq Other Reference # 071339140	-\$400.00	\$243,370.34
Jun 14, 2012	Transfer In from 7311780 wellesy cheq	\$4,850.00	\$243,770.34
Jun 14, 2012	Transfer In from 7311921 wellesy cheq	\$300.00	\$238,920.34
Jun 14, 2012	Transfer In from 7293418 wellesy cheq	\$9,200.00	\$238,620.34
Jun 14, 2012	Cheque Deposit	\$225,000.00	\$229,420.34
Jun 13, 2012	Transfer Out to 7293434 wellesy cheq Per e-mail request	-\$1,200.00	\$4,420.34
Jun 13, 2012	Cheque 9855	-\$500.00	\$5,620.34
Jun 13, 2012	Transfer Out to 7311871 wellesy cheq Other Reference # 051232590	-\$30,600.00	\$6,120.34
Jun 13, 2012	Transfer Out to 7293418 wellesy cheq Other Reference # 051232074	-\$1,650.00	\$36,720.34
Jun 13, 2012	Transfer Out to 7311566 wellesy cheq Other Reference # 051231480	-\$100.00	\$38,370.34
Jun 13, 2012	Transfer Out to 9517533 wellesy cheq Other Reference # 051230887	-\$3,500.00	\$38,470.34
Jun 13, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 051230199	-\$2,950.00	\$41,970.34
Jun 13, 2012	Transfer Out to 7293400 wellesy cheq Other Reference # 051229699	-\$2,200.00	\$44,920.34
Jun 13, 2012	Transfer In USD from 7293418 wellesy uscheq Exchange Amount 1.13	\$251.13	\$47,120.34
Jun 13, 2012	Transfer In from 7293343 wellesy cheq	\$500.00	\$46,869.21
Jun 13, 2012	Transfer In from 7294358 wellesy cheq	\$3,450.00	\$46,369.21
Jun 13, 2012	Transfer In from 7311632 wellesy cheq	\$7,750.00	\$42,919.21
Jun 13, 2012	Transfer In from 7293434 wellesy cheq	\$1,850.00	\$35,169.21



# Transaction History

Member Number: 7311954

Account: Chequing - 0

Current Balance: \$58.42

80

Date	Description	Amount	Balance
Jun 13, 2012	Combined Deposit	\$25,450.00	\$33,319.21
Jun 13, 2012	Transfer Out to 7311699 wellesy cheq Other Reference # 095932105	-\$660.57	\$7,869.21
Jun 13, 2012	Transfer In from 7293434 wellesy cheq	\$2,950.00	\$8,529.78
Jun 12, 2012	Cheque 9812	-\$1,000.00	\$5,579.78
Jun 12, 2012	Transfer Out to 7870017 wellesy maxi Other Reference # 063037422	-\$2,500.00	\$6,579.78
Jun 12, 2012	Transfer Out to 7311889 wellesy cheq Other Reference # 063036937	-\$2,500.00	\$9,079.78
Jun 12, 2012	Transfer Out to 7311707 wellesy cheq Other Reference # 063036453	-\$500.00	\$11,579.78
Jun 12, 2012	Transfer Out to 7311657 wellesy cheq Other Reference # 063036000	-\$800.00	\$12,079.78
Jun 12, 2012	Transfer Out to 7293343 wellesy cheq Other Reference # 063035406	-\$550.00	\$12,879.78
Jun 12, 2012	Transfer Out to 7293335 wellesy cheq # 1 Other Reference # 063034937	-\$23,650.00	\$13,429.78
Jun 12, 2012	Transfer Out to 7311756 wellesy cheq Other Reference # 063034453	-\$200.00	\$37,079.78
Jun 12, 2012	Transfer Out to 7311541 wellesy cheq Other Reference # 063033969	-\$1,100.00	\$37,279.78
Jun 12, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 063033484	-\$4,250.00	\$38,379.78
Jun 12, 2012	Transfer Out to 7311939 wellesy cheq Other Reference # 063033015	-\$250.00	\$42,629.78
Jun 12, 2012	Transfer Out to 7311863 wellesy cheq Other Reference # 063032172	-\$2,100.00	\$42,879.78
Jun 12, 2012	Transfer In USD from 7293418 wellesy uscheq Exchange Amount 0.10	\$100.10	\$44,979.78
Jun 12, 2012	Transfer In from 7293418 wellesy cheq	\$2,300.00	\$44,879.68
Jun 12, 2012	Transfer In from 7293335 wellesy cheq	\$35,500.00	\$42,579.68
Jun 12, 2012	Transfer In from 7311509 wellesy cheq	\$350.00	\$7,079.68
Jun 12, 2012	Transfer In from 7311921 wellesy cheq	\$1,100.00	\$6,729.68
Jun 12, 2012	Transfer Out to 9517533 wellesy cheq	-\$7,850.00	\$5,629.68
Jun 12, 2012	Transfer In from 7293434 wellesy cheq	\$1,300.00	\$13,479.68
Jun 11, 2012	Transfer Out to 7311780 wellesy cheq Other Reference # 051816584	-\$8,750.00	\$12,179.68
Jun 11, 2012	Transfer Out to 7311681 wellesy cheq Other Reference # 051816131	-\$750.00	\$20,929.68
Jun 11, 2012	Transfer Out to 7293335 wellesy cheq Other Reference # 051815631	-\$5,000.00	\$21,679.68



## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

81

Date	Description	Amount	Balance
Jun 11, 2012	Transfer Out to 7293335 wellesly cheq # 1 Other Reference # 051815115	-\$40,250.00	\$26,679.68
Jun 11, 2012	Transfer Out to 7311897 wellesly cheq Other Reference # 051814662	-\$950.00	\$66,929.68
Jun 11, 2012	Transfer In from 7317951 wellesly cheq	\$9,200.00	\$67,879.68
Jun 11, 2012	Transfer In from 7311608 wellesly cheq	\$2,050.00	\$58,679.68
Jun 11, 2012	Transfer In from 7293418 wellesly cheq	\$2,850.00	\$56,629.68
Jun 08, 2012	Cheque 9759	-\$5,508.75	\$53,779.68
Jun 08, 2012	Cheque 9799	-\$1,914.16	\$59,288.43
Jun 08, 2012	Transfer Out to 7870017 wellesly maxi Other Reference # 051102640	-\$7,500.00	\$61,202.59
Jun 08, 2012	Transfer Out to 7311780 wellesly cheq Other Reference # 051102156	-\$58,200.00	\$68,702.59
Jun 08, 2012	Transfer Out to 7311657 wellesly cheq Other Reference # 051101687	-\$28,100.00	\$126,902.59
Jun 08, 2012	Transfer Out to 7293343 wellesly cheq Other Reference # 051101203	-\$450.00	\$155,002.59
Jun 08, 2012	Transfer Out to 7311525 wellesly cheq Other Reference # 051100703	-\$2,050.00	\$155,452.59
Jun 08, 2012	Transfer Out to 7311558 wellesly cheq Other Reference # 051100265	-\$700.00	\$157,502.59
Jun 08, 2012	Transfer Out to 7311921 wellesly cheq Other Reference # 051059609	-\$1,700.00	\$158,202.59
Jun 08, 2012	Transfer Out to 7311939 wellesly cheq Other Reference # 051058984	-\$9,000.00	\$159,902.59
Jun 08, 2012	Transfer In from 7311566 wellesly cheq	\$17,600.00	\$168,902.59
Jun 08, 2012	Transfer In from 7311632 wellesly cheq	\$6,850.00	\$151,302.59
Jun 08, 2012	transfer out to 7377518 wellesly maxi	-\$5,000.00	\$144,452.59
Jun 08, 2012	Transfer Out to 7293418 wellesly uscheq Other Reference # 013609421	-\$30.00	\$149,452.59
Jun 08, 2012	Transfer Out to 7293418 wellesly uscheq Other Reference # 013014203	-\$250.00	\$149,482.59
Jun 07, 2012	Transfer Out to 7293418 wellesly uscheq Other Reference # 054716281	-\$7,050.00	\$149,732.59
Jun 07, 2012	Transfer Out to 7293418 wellesly cheq Other Reference # 054715765	-\$21,540.00	\$156,782.59
Jun 07, 2012	Transfer Out to 7311897 wellesly cheq Other Reference # 054714859	-\$200.00	\$178,322.59
Jun 07, 2012	Transfer Out to 7311871 wellesly cheq Other Reference # 054714359	-\$5,500.00	\$178,522.59
Jun 07, 2012	Transfer Out to 7311640 wellesly cheq Other Reference # 054713515	-\$14,000.00	\$184,022.59



## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

82

Date	Description	Amount	Balance
Jun 07, 2012	Transfer Out to 7311632 wellesy cheq Other Reference # 054713031	-\$8,800.00	\$198,022.59
Jun 07, 2012	Transfer Out to 7311525 wellesy cheq Other Reference # 054712546	-\$11,350.00	\$206,822.59
Jun 07, 2012	Transfer Out to 7311996 wellesy cheq Other Reference # 054712062	-\$1,050.00	\$218,172.59
Jun 07, 2012	Transfer Out to 7311558 wellesy cheq Other Reference # 054711578	-\$450.00	\$219,222.59
Jun 07, 2012	Transfer Out to 7311921 wellesy cheq Other Reference # 054710750	-\$300.00	\$219,672.59
Jun 07, 2012	Transfer Out to 7311962 wellesy cheq Other Reference # 054710265	-\$350.00	\$219,972.59
Jun 07, 2012	Transfer Out to 7311939 wellesy cheq Other Reference # 054709750	-\$750.00	\$220,322.59
Jun 07, 2012	Transfer Out to 7317951 wellesy cheq Other Reference # 054709234	-\$4,500.00	\$221,072.59
Jun 07, 2012	Transfer Out to 7311731 wellesy cheq Other Reference # 054708671	-\$19,150.00	\$225,572.59
Jun 07, 2012	Transfer Out to 7311681 wellesy cheq Other Reference # 054708187	-\$4,900.00	\$244,722.59
Jun 07, 2012	Transfer Out to 7311574 wellesy cheq Other Reference # 054707562	-\$2,800.00	\$249,622.59
Jun 07, 2012	Transfer Out to 7311541 wellesy cheq Other Reference # 054707093	-\$350.00	\$252,422.59
Jun 07, 2012	Transfer In from 7317928 wellesy cheq	\$13,300.00	\$252,772.59
Jun 07, 2012	Transfer In from 7311780 wellesy cheq	\$3,150.00	\$239,472.59
Jun 07, 2012	Transfer Out to 7311566 wellesy cheq	-\$130,550.00	\$236,322.59
Jun 07, 2012	Transfer In from 7293434 wellesy cheq	\$400.00	\$366,872.59
Jun 07, 2012	Transfer Out to 7311608 wellesy cheq Other Reference # 120900046	-\$400.00	\$366,472.59
Jun 06, 2012	Cheque 9833	-\$60.00	\$366,872.59
Jun 06, 2012	Transfer Out to 7870017 wellesy maxi Other Reference # 044453937	-\$1,500.00	\$366,932.59
Jun 06, 2012	Transfer Out to 7311731 wellesy cheq Other Reference # 044453453	-\$6,400.00	\$368,432.59
Jun 06, 2012	Transfer Out to 7311715 wellesy cheq Other Reference # 044452984	-\$200.00	\$374,832.59
Jun 06, 2012	Transfer Out to 7311699 wellesy cheq Other Reference # 044452500	-\$300.00	\$375,032.59
Jun 06, 2012	Transfer Out to 7311681 wellesy cheq Other Reference # 044452062	-\$4,800.00	\$375,332.59
Jun 06, 2012	Transfer Out to 7311657 wellesy cheq 3850 Other Reference # 044451609	-\$3,850.00	\$380,132.59



## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

83

Date	Description	Amount	Balance
Jun 06, 2012	Transfer Out to 7293343 wellesy cheq Other Reference # 044451109	-\$9,900.00	\$383,982.59
Jun 06, 2012	Transfer Out to 7293335 wellesy cheq Other Reference # 044450625	-\$600.00	\$393,882.59
Jun 06, 2012	Transfer Out to 7311566 wellesy cheq Other Reference # 044449953	-\$4,150.00	\$394,482.59
Jun 06, 2012	Transfer Out to 7311756 wellesy cheq Other Reference # 044449296	-\$1,250.00	\$398,632.59
Jun 06, 2012	Transfer In from 7317951 wellesy cheq	\$6,650.00	\$399,882.59
Jun 06, 2012	Transfer Out to 7311541 wellesy cheq Other Reference # 043047687	-\$800.00	\$393,232.59
Jun 06, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 042601265	-\$3,900.00	\$394,032.59
Jun 06, 2012	Transfer Out to 7311632 wellesy cheq Other Reference # 042600765	-\$2,050.00	\$397,932.59
Jun 06, 2012	Transfer Out to 7311996 wellesy cheq Other Reference # 042600109	-\$3,100.00	\$399,982.59
Jun 06, 2012	Transfer Out to 7311509 wellesy cheq Other Reference # 042559437	-\$350.00	\$403,082.59
Jun 06, 2012	Transfer In from 7293335 wellesy cheq # 1	\$28,000.00	\$403,432.59
Jun 06, 2012	Transfer In from 7317936 wellesy cheq	\$4,800.00	\$375,432.59
Jun 06, 2012	Transfer In from 7311525 wellesy cheq	\$3,650.00	\$370,632.59
Jun 06, 2012	Transfer In from 7311921 wellesy cheq	\$1,900.00	\$366,982.59
Jun 06, 2012	Transfer In from 7293434 wellesy cheq	\$5,900.00	\$365,082.59
Jun 06, 2012	Transfer In from 7311939 wellesy cheq	\$5,550.00	\$359,182.59
Jun 05, 2012	Cheque 9857	-\$60,000.00	\$353,632.59
Jun 05, 2012	Cheque 9856	-\$20,000.00	\$413,632.59
Jun 05, 2012	Cheque 9842	-\$2,000.00	\$433,632.59
Jun 05, 2012	Cheque 9821	-\$1,000.00	\$435,632.59
Jun 05, 2012	Transfer Out to 7870017 wellesy maxi Other Reference # 062430046	-\$3,300.00	\$436,632.59
Jun 05, 2012	Transfer Out to 7317944 wellesy cheq Other Reference # 062429515	-\$100.00	\$439,932.59
Jun 05, 2012	Transfer Out to 7294341 wellesy cheq Other Reference # 062429078	-\$100.00	\$440,032.59
Jun 05, 2012	Transfer Out to 7311855 wellesy cheq Other Reference # 062428625	-\$9,200.00	\$440,132.59
Jun 05, 2012	Transfer Out to 7311889 wellesy cheq Other Reference # 062428171	-\$100.00	\$449,332.59
Jun 05, 2012	Transfer Out to 7311681 wellesy cheq Other Reference # 062427703	-\$5,900.00	\$449,432.59





## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

84

Date	Description	Amount	Balance
Jun 05, 2012	Transfer Out to 7311707 wellesy cheq Other Reference # 062427265	-\$5,000.00	\$455,332.59
Jun 05, 2012	Transfer Out to 7311657 wellesy cheq Other Reference # 062426734	-\$12,550.00	\$460,332.59
Jun 05, 2012	Transfer Out to 7293335 wellesy cheq Other Reference # 062426281	-\$4,600.00	\$472,882.59
Jun 05, 2012	Transfer Out to 7311574 wellesy cheq Other Reference # 062425453	-\$5,950.00	\$477,482.59
Jun 05, 2012	Transfer Out to 7311509 wellesy cheq Other Reference # 062424984	-\$11,200.00	\$483,432.59
Jun 05, 2012	Transfer Out to 7294358 wellesy cheq Other Reference # 062424515	-\$13,400.00	\$494,632.59
Jun 05, 2012	Transfer Out to 7311897 wellesy cheq Other Reference # 062424093	-\$1,850.00	\$508,032.59
Jun 05, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 062423609	-\$3,500.00	\$509,882.59
Jun 05, 2012	Transfer Out to 7311962 wellesy cheq Other Reference # 062423140	-\$550.00	\$513,382.59
Jun 05, 2012	Transfer Out to 7311939 wellesy cheq Other Reference # 062422421	-\$800.00	\$513,932.59
Jun 05, 2012	Transfer Out to 7311863 wellesy cheq Other Reference # 062421640	-\$100.00	\$514,732.59
Jun 05, 2012	Transfer In from 7293418 wellesy cheq	\$6,250.00	\$514,832.59
Jun 05, 2012	Transfer In from 7311566 wellesy cheq	\$7,250.00	\$508,582.59
Jun 05, 2012	Transfer In from 7311541 wellesy cheq	\$1,250.00	\$501,332.59
Jun 05, 2012	Transfer In from 7317829 wellesy cheq	\$1,500.00	\$500,082.59
Jun 05, 2012	Transfer Out to 7311699 wellesy cheq	-\$36,800.00	\$498,582.59
Jun 05, 2012	Transfer In from 7293343 wellesy cheq	\$14,000.00	\$535,382.59
Jun 05, 2012	Transfer In from 7317928 wellesy cheq	\$13,450.00	\$521,382.59
Jun 05, 2012	Transfer In from 7311822 wellesy cheq	\$12,350.00	\$507,932.59
Jun 05, 2012	Transfer In from 7311632 wellesy cheq	\$2,150.00	\$495,582.59
Jun 05, 2012	Transfer In from 7311525 wellesy cheq	\$2,450.00	\$493,432.59
Jun 05, 2012	Transfer In from 7311558 wellesy cheq	\$4,600.00	\$490,982.59
Jun 05, 2012	Transfer In from 7311921 wellesy cheq	\$1,950.00	\$486,382.59
Jun 05, 2012	Transfer In from 7293418 wellesy uscheq	\$30,622.80	\$484,432.59
Jun 05, 2012	Transfer In from 7317951 wellesy cheq	\$81,150.00	\$453,809.79
Jun 05, 2012	Transfer In from 7311780 wellesy cheq	\$69,950.00	\$372,659.79
Jun 05, 2012	Transfer In from 7293335 wellesy cheq # 1	\$68,950.00	\$302,709.79
Jun 05, 2012	Transfer In from 7317936 wellesy cheq	\$153,950.00	\$233,759.79



## Transaction History

Member Number: 7311954

Account: Chequing - 0

Current Balance: \$58.42

Page 85

Date	Description	Amount	Balance
Jun 05, 2012	Transfer In from 7293400 wellesy cheq	\$30,350.00	\$79,809.79
Jun 05, 2012	Transfer In from 7293434 wellesy cheq	\$2,800.00	\$49,459.79
Jun 05, 2012	Transfer In from 7311996 wellesy cheq	\$25,650.00	\$46,659.79
Jun 05, 2012	Transfer Out to 7311624 wellesy cheq Other Reference # 013824578	-\$100,800.00	\$21,009.79
Jun 05, 2012	Transfer In from 7317936 wellesy cheq	\$100,800.00	\$121,809.79
Jun 04, 2012	Cheque 9854	-\$2,195.00	\$21,009.79
Jun 04, 2012	Transfer Out to 7311889 wellesy cheq Other Reference # 051407078	-\$781.49	\$23,204.79
Jun 04, 2012	Transfer Out to 7317944 wellesy cheq Other Reference # 051314421	-\$4,271.71	\$23,986.28
Jun 04, 2012	Cheque Deposit USD Service Charge 1.00 Exchange Amount 29.71	\$1,728.71	\$28,257.99
Jun 01, 2012	Transfer Out to 7294259 wellesy cheq Other Reference # 055627593	-\$24,150.00	\$26,529.28
Jun 01, 2012	Transfer Out to 7870017 wellesy maxi Other Reference # 054958515	-\$2,360.00	\$50,679.28
Jun 01, 2012	Transfer Out to 7293418 wellesy cheq Other Reference # 054910781	-\$23,500.00	\$53,039.28
Jun 01, 2012	Transfer Out to 7311889 wellesy cheq Other Reference # 054910343	-\$6,950.00	\$76,539.28
Jun 01, 2012	Transfer Out to 7311731 wellesy cheq Other Reference # 054909859	-\$30,200.00	\$83,489.28
Jun 01, 2012	Transfer Out to 7311715 wellesy cheq Other Reference # 054909406	-\$19,750.00	\$113,689.28
Jun 01, 2012	Transfer Out to 7311681 wellesy cheq Other Reference # 054908921	-\$350.00	\$133,439.28
Jun 01, 2012	Transfer Out to 7311657 wellesy cheq Other Reference # 054908421	-\$88,789.00	\$133,789.28
Jun 01, 2012	Transfer In from 7311707 wellesy cheq	\$75,489.00	\$222,578.28
Jun 01, 2012	Transfer Out to 7311574 wellesy cheq Other Reference # 054906765	-\$21,600.00	\$147,089.28
Jun 01, 2012	Transfer Out to 7311756 wellesy cheq Other Reference # 054906281	-\$21,729.00	\$168,689.28
Jun 01, 2012	Transfer Out to 7311830 wellesy cheq Other Reference # 054905062	-\$2,200.00	\$190,418.28
Jun 01, 2012	Transfer Out to 7311640 wellesy cheq Other Reference # 054904171	-\$15,850.00	\$192,618.28
Jun 01, 2012	Transfer Out to 7311624 wellesy cheq Other Reference # 054902953	-\$55,850.00	\$208,468.28
Jun 01, 2012	Transfer Out to 7311525 wellesy cheq Other Reference # 054901781	-\$26,522.00	\$264,318.28



## Transaction History

Member Number: 7311954  
Account: Chequing - 0  
Current Balance: \$58.42

86

Date	Description	Amount	Balance
Jun 01, 2012	Transfer Out to 7311863 wellesly cheq Other Reference # 054900921	-\$700.00	\$290,840.28
Jun 01, 2012	Transfer Out to 7293434 wellesly cheq	-\$33,050.00	\$291,540.28
Jun 01, 2012	transfer out to 7311707 wellesly cheq	-\$88,789.00	\$324,590.28
Jun 01, 2012	Transfer Out to 7311897 wellesly cheq	-\$111,000.00	\$413,379.28
Jun 01, 2012	Transfer In from 7317936 wellesly cheq	\$525,000.00	\$524,379.28
Jun 01, 2012	Overdraft Fee Non Sufficient Funds	-\$5.00	-\$620.72
Jun 01, 2012	Pre-Authorized BLUE CHIP Other Reference # 9301	-\$739.87	-\$615.72
Jun 01, 2012	Pre-Authorized Lease Payment Other Reference # 9301	-\$650.88	\$124.15
Jun 01, 2012	Pre-Authorized Lease Payment Other Reference # 9301	-\$568.39	\$775.03
Jun 01, 2012	Pre-Authorized AVIVA Other Reference # 9301	-\$287.39	\$1,343.42

**TAB K**

***This is EXHIBIT "K" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, appearing to be 'Shara N. Roy', written over a horizontal line.

---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

368230 ONTARIO LIMITED  
DR STANLEY K BERNSTEIN

000620

TORONTO, ON [REDACTED]

DATE 2012-06-25  
Y Y Y Y M M D DPAY to THE ROSE AND THISTLE GROUP  
the order of\$ 675,000<sup>00</sup>

SIX HUNDRED &amp; SEVENTY-FIVE THOUSAND —

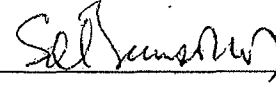
100 DOLLARS  Security features included.**Canada Trust**TORONTO-DOMINION CENTRE BRANCH  
55 KING ST. W. & BAY ST.  
TORONTO, ONTARIO M5K 1A2

368230 ONTARIO LIMITED

RE 1450 DON MILLS RD

⑈ ⑈ ⑈  
⑈ ⑈ ⑈  
⑈ ⑈ ⑈

PER



[REDACTED]

# TAB L

***This is EXHIBIT "L" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, appearing to be "Shara N. Roy", written in a cursive style.

---

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***



Bernstein/Walton  
Review of Proposed Refinance  
10-Jan-14

90

	<u>44 Park Lane</u>	<u>65 Front</u>	<u>Total</u>
<b>New Mortgage</b>	\$ 4,100,000	\$ 2,600,000	\$ 6,700,000
<b>Benefits Waltons</b>			
Legal fees, costs, processing and disbursements on placing the mortgage	\$ (187,231)	\$ (55,000)	\$ (242,231)
Prepaid interest (4 months)	\$ (164,000)		\$ (164,000)
Current mortgage payoff	\$ (3,000,000)		\$ (3,000,000)
Interest on current mortgage	\$ (15,000)	\$ (34,375)	\$ (49,375)
HST Lien & interest	\$ (174,391)	\$ (222,122)	\$ (396,513)
Transfer	\$ (390,500)	\$ 390,500	\$ -
Fasken Martineau	\$ (168,878)		\$ (168,878)
Property Taxes		\$ (179,000)	\$ (179,000)
<b>Total Benefit to Waltons</b>	\$ (4,100,000)	\$ (99,997)	\$ (4,199,997)
<b>Benefits Dr Bernstein</b>			
Payoff of Dr Bernstein mortgage	\$ -	\$ (2,500,000)	\$ (2,500,000)
	\$ -	\$ 3	\$ 3

**TAB M**

***This is EXHIBIT "M" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, appearing to read 'S. Roy', is written over a horizontal line.

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

January 10, 2014

Peter Griffin  
Direct line: 416-865-2921  
Direct fax: 416-865-3558  
Email: pgriffin@litigate.com

92

**Via Registered Mail**

Front Church Properties Limited  
c/o Norma Walton  
30 Hazelton Avenue  
Toronto, ON M5R 2E2

Dear Ms. Walton:

**RE: Dr. Stanley Bernstein and Norma Walton et al  
Notice of Sale Under Mortgage**

Take notice that default has been made in payment of the money due under a certain mortgage made between Front Church Properties Limited and 368230 Ontario Limited on the property bearing the municipal address 65 Front Street East, Toronto (PIN 21400-0069 LT) which mortgage was registered on the 5<sup>th</sup> day of March, 2012, in the registry division as AT2959596.

And I hereby given you notice that the amount now due on the mortgage for principal money, interest and costs, respectively, are as follows:

- principal repayment of \$2,500,000.00, which came due on the 30<sup>th</sup> of April, 2013; and
- monthly payment of \$22,916.67, which became due on the 5<sup>th</sup> day of January, 2014.

And unless the said sums are paid on or before the 14<sup>th</sup> day of February, 2014, I shall sell the property covered by the said mortgage under the provisions contained in it.

This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated the 10th day of January, 2014.

368230 Ontario Limited

Per: Peter Griffin  
**LENCZNER SLAGHT ROYCE**  
**SMITH GRIFFIN LLP**  
Lawyers for the Mortgagee

- c. John Campion  
Emmeline Morse  
Guillermo Schible  
Howard Cohen  
Brian Empey  
Mark Dunn  
Shara Roy

**TAB N**

***This is EXHIBIT "N" Referred to in the  
Affidavit of  
JAMES REITAN***

***Sworn the 13<sup>th</sup> day of January, 2014***

A handwritten signature in black ink, appearing to be 'S. Roy', written over a horizontal line.

***A Commissioner For Taking Affidavits (or as may be)  
Shara N. Roy***

January 10, 2014

Peter Griffin  
Direct line: 416-865-2921  
Direct fax: 416-865-3558  
Email: pgriffin@litigate.com

**Via Registered Mail**

Highland Creek Townes Inc.  
c/o Norma Walton  
30 Hazelton Avenue  
Toronto, ON M5R 2E2

Dear Ms. Walton:

**RE: Dr. Stanley Bernstein and Norma Walton et al  
Notice of Sale Under Mortgage**

Take notice that default has been made in payment of the money due under a certain mortgage made between Highland Creek Townes Inc. and 368230 Ontario Limited on the property bearing the municipal address 232 Galloway Road (PIN 06247-0456 LT) which mortgage was registered on the 18<sup>th</sup> day of May, 2011, in the registry division as AT2695179.

And I hereby given you notice that the amount now due on the mortgage for principal money, interest and costs, respectively, are as follows:

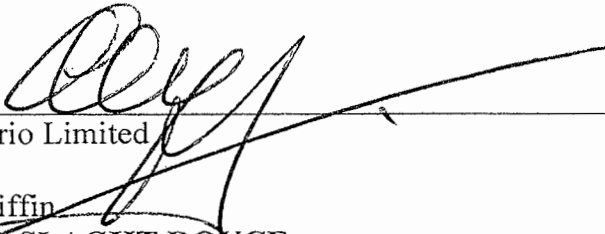
- principal repayment of \$1,518,750.00, which came due on the 30<sup>th</sup> of June, 2012; and
- monthly payment of \$10,985.04, which became due on the 1<sup>st</sup> day of January, 2014.

And unless the said sums are paid on or before the 14<sup>th</sup> day of February, 2014, I shall sell the property covered by the said mortgage under the provisions contained in it.



This notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated the 10th day of January, 2014.



---

368230 Ontario Limited

Per: Peter Griffin  
**LENCZNER SLAGHT ROYCE**  
**SMITH GRIFFIN LLP**  
Lawyers for the Mortgagee

c. John Campion  
Emmeline Morse  
Guillermo Schible  
Howard Cohen  
Brian Empey  
Mark Dunn  
Shara Roy

3324951

DBDC SPADINA LTD., et al  
Applicants

-and- NORMA WALTON et al.  
Respondents

Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF JAMES REITAN**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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

Peter H. Griffin (19527Q)

Tel: (416) 865-2921

Fax: (416) 865-3558

Email: pgriffin@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942

Fax: (416) 865-3973

Email: sroy@litigate.com

Lawyers for the Plaintiff

DBDC SPADINA LTD., and those corporations listed  
on Schedule A hereto  
Plaintiffs

-and- NORMA WALTON et al.

Defendants

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**CROSS-MOTION RECORD**

**LENCZNER SLAGHT ROYCE  
SMITH GRIFFIN LLP**

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

**Peter H. Griffin (19527Q)**

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Email: pgriffin@litigate.com

**Shara N. Roy (49950H)**

Tel: (416) 865-2942

Fax: (416) 865-3973

Email: sroy@litigate.com

Lawyers for the Plaintiffs