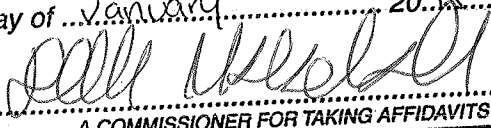


TAB F

This is Exhibit ...F..... referred to in the
affidavit of ...Dale Chand Narain.....
sworn before me, this ...14th.....
day of ...January..... 2015.....


A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

Form 13

Condominium Act, 1998

STATUS CERTIFICATE

(under subsection 76 (1) of the *Condominium Act, 1998*)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
---------	--

General Information Concerning the Corporation

1. Mailing address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
2. Address for service: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
3. Name of property manager: Rose and Thistle Group Ltd.
Address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
Telephone number: (416) 489-3171 ext 226

4. The directors and officers of the Corporation are:

Name	Position	Address for service	Telephone Number
Norma Walton	President/ Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Ronald Walton	Secretary/Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Dr. Stanley Bernstein	Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
George Habib	Director	18 Wynford Drive, Suite 401, Toronto, Ontario M3C 0K8	
Jonathan Griffiths	Director	18 Wynford Drive, Suite 710, Toronto, Ontario M3C 3S2	

Common Expenses

5. The owner of Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
6. A payment on account of common expenses for the unit in the amount of See Schedule excluding HST is due on February 1, 2013 for the period February 1, 2013 to February 28, 2013. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of \$NIL in prepaid common expenses for the units.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund

13. The Corporation's reserve fund amounted to \$1,364,202 as of December 31, 2010.
14. A reserve fund study was conducted in 2010 by Genivar Consultants Limited. The next update is planned for 2013.
15. The balance of the reserve fund at the beginning of the 2011 current fiscal year was \$1,364,202. In accordance with the budget of the Corporation for the 2011 current fiscal year, the annual contribution to be made to the reserve fund in 2011 were \$223,135.20 and the expenditures were \$527,372. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
16. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve.

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order, except that all restrictions regarding use are being removed from the Declaration.

21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

Leasing of Units

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

Attachments

33. The following documents are attached to this status certificate and form part of it:
 - (a) a copy of the current declaration, by-laws and rules;
 - (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
 - (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
 - (d) a certificate or memorandum of insurance for each of the current insurance policies.

Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

2013/01/18

Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
301	Not in default	\$398.34	\$398.34	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE
(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
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Telephone number: (416) 489-3171 ext 226

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Jonathan Griffiths	Director	18 Wynford Drive, Suite 710, Toronto, Ontario M3C 3S2	

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- The Corporation has the amount of \$NIL in prepaid common expenses for the units.
- There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit.

Budget

- The budget of the Corporation for the current fiscal year is accurate.
- Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
- Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
- The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund

- The Corporation's reserve fund amounted to \$1,364,202 as of December 31, 2010.
- A reserve fund study was conducted in 2010 by Genivar Consultants Limited. The next update is planned for 2013.
- The balance of the reserve fund at the beginning of the 2011 current fiscal year was \$1,364,202. In accordance with the budget of the Corporation for the 2011 current fiscal year, the annual contribution to be made to the reserve fund in 2011 were \$223,135.20 and the expenditures were \$527,372. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
- The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
- There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the Condominium Act, 1998, for the future funding of the reserve.

Legal Proceedings, Claims

- There are no outstanding judgments against the Corporation.
- The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
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21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

Leasing of Units

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

Attachments

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 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

No. 1437

Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
302	Not in default	\$408.42	\$408.42	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE
(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
---------	--

General Information Concerning the Corporation

1. Mailing address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
2. Address for service: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
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Address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
Telephone number: (416) 489-3171 ext 226

4. The directors and officers of the Corporation are:

Name	Position	Address for service	Telephone Number
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Ronald Walton	Secretary/Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
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George Habib	Director	18 Wynford Drive, Suite 401, Toronto, Ontario M3C 0K8	
Jonathan Griffiths	Director	18 Wynford Drive, Suite 710, Toronto, Ontario M3C 3S2	

Common Expenses

5. The owner of Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
6. A payment on account of common expenses for the unit in the amount of See Schedule excluding HST is due on February 1, 2013 for the period February 1, 2013 to February 28, 2013. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of \$NIL in prepaid common expenses for the units.
8. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund

13. The Corporation's reserve fund amounted to \$1,364,202 as of December 31, 2010.
14. A reserve fund study was conducted in 2010 by Genivar Consultants Limited. The next update is planned for 2013.
15. The balance of the reserve fund at the beginning of the 2011 current fiscal year was \$1,364,202. In accordance with the budget of the Corporation for the 2011 current fiscal year, the annual contribution to be made to the reserve fund in 2011 were \$223,135.20 and the expenditures were \$527,372. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
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Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

Leasing of Units

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

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26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

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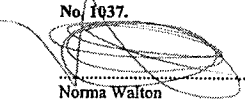
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 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

No. 1037.


Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
303	Not in default	\$734.99	\$734.99	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE
(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
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General Information Concerning the Corporation

1. Mailing address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
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Address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
Telephone number: (416) 489-3171 ext 226

4. The directors and officers of the Corporation are:

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Common Expenses

5. The owner of Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
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7. The Corporation has the amount of \$NIL in prepaid common expenses for the units.
8. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
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Reserve Fund

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Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
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Leasing of Units

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25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

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Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

No. 1037

Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
304	Not in default	\$610.82	\$610.82	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE

(under subsection 76 (1) of the Condominium Act, 1998)

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17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the Condominium Act, 1998, for the future funding of the reserve.

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the Condominium Act, 1998 to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order, except that all restrictions regarding use are being removed from the Declaration.

21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

Leasing of Units

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

Attachments

33. The following documents are attached to this status certificate and form part of it:
 - (a) a copy of the current declaration, by-laws and rules;
 - (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
 - (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
 - (d) a certificate or memorandum of insurance for each of the current insurance policies.

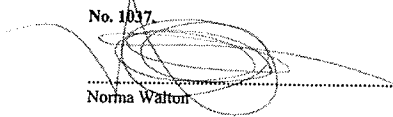
Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

No. 1037.


Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
305	Not in default	\$745.16	\$745.16	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE

(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
----------------	--

General Information Concerning the Corporation

1. Mailing address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
2. Address for service: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
3. Name of property manager: Rose and Thistle Group Ltd.
Address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
Telephone number: (416) 489-3171 ext 226

4. The directors and officers of the Corporation are:

Name	Position	Address for service	Telephone Number
Norma Walton	President/ Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Ronald Walton	Secretary/Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Dr. Stanley Bernstein	Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
George Habib	Director	18 Wynford Drive, Suite 401, Toronto, Ontario M3C 0K8	
Jonathan Griffiths	Director	18 Wynford Drive, Suite 710, Toronto, Ontario M3C 3S2	

Common Expenses

5. The owner of Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
6. A payment on account of common expenses for the unit in the amount of See Schedule excluding HST is due on February 1, 2013 for the period February 1, 2013 to February 28, 2013. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of \$NIL in prepaid common expenses for the units.
8. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund

13. The Corporation's reserve fund amounted to \$1,364,202 as of December 31, 2010.
14. A reserve fund study was conducted in 2010 by Genivar Consultants Limited. The next update is planned for 2013.
15. The balance of the reserve fund at the beginning of the 2011 current fiscal year was \$1,364,202. In accordance with the budget of the Corporation for the 2011 current fiscal year, the annual contribution to be made to the reserve fund in 2011 were \$223,135.20 and the expenditures were \$527,372. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
16. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the Condominium Act, 1998, for the future funding of the reserve.

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the Condominium Act, 1998 to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order, except that all restrictions regarding use are being removed from the Declaration.

21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

Leasing of Units

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

Attachments

33. The following documents are attached to this status certificate and form part of it:
 - (a) a copy of the current declaration, by-laws and rules;
 - (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
 - (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
 - (d) a certificate or memorandum of insurance for each of the current insurance policies.

Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

No. 1037.

.....
Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
306	Not in default	\$446.72	\$446.72	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE
(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
----------------	--

General Information Concerning the Corporation

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2. Address for service: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
3. Name of property manager: Rose and Thistle Group Ltd.
Address: 30 Hazelton Avenue, Toronto, Ontario M5R 2E2
Telephone number: (416) 489-3171 ext 226

4. The directors and officers of the Corporation are:

Name	Position	Address for service	Telephone Number
Norma Walton	President/ Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Ronald Walton	Secretary/Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
Dr. Stanley Bernstein	Director	30 Hazelton Avenue, Toronto, Ontario M5R 2E2	
George Habib	Director	18 Wynford Drive, Suite 401, Toronto, Ontario M3C 0K8	
Jonathan Griffiths	Director	18 Wynford Drive, Suite 710, Toronto, Ontario M3C 3S2	

Common Expenses

5. The owner of Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
6. A payment on account of common expenses for the unit in the amount of See Schedule excluding HST is due on February 1, 2013 for the period February 1, 2013 to February 28, 2013. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of \$NIL in prepaid common expenses for the units.
8. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the unit.

Budget

9. The budget of the Corporation for the current fiscal year is accurate.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

Reserve Fund

13. The Corporation's reserve fund amounted to \$1,364,202 as of December 31, 2010.
14. A reserve fund study was conducted in 2010 by Genivar Consultants Limited. The next update is planned for 2013.
15. The balance of the reserve fund at the beginning of the 2011 current fiscal year was \$1,364,202. In accordance with the budget of the Corporation for the 2011 current fiscal year, the annual contribution to be made to the reserve fund in 2011 were \$223,135.20 and the expenditures were \$527,372. The board anticipates that the reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
16. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the Condominium Act, 1998, for the future funding of the reserve.

Legal Proceedings, Claims

18. There are no outstanding judgments against the Corporation.
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the Condominium Act, 1998 to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order, except that all restrictions regarding use are being removed from the Declaration.

21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

Leasing of Units

24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented except for common area improvements mandated by the Reserve Fund Study.

Insurance

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

Attachments

33. The following documents are attached to this status certificate and form part of it:
 - (a) a copy of the current declaration, by-laws and rules;
 - (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
 - (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
 - (d) a certificate or memorandum of insurance for each of the current insurance policies.

Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 18th day of January 2013.

Metropolitan Toronto Condominium Corporation

No. 10377

Norma Walton

I have the authority to bind the Corporation.

Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
307	Not in default	\$446.72	\$446.72	Nil

Form 13

Condominium Act, 1998

STATUS CERTIFICATE

(under subsection 76 (1) of the Condominium Act, 1998)

Metropolitan Toronto Condominium Corporation No. 1037 (known as the "Corporation") certifies that as of the date of this certificate:

unit(s)	As per attached schedule, MTCC No. 1037 18 Wynford Drive, Toronto
---------	--

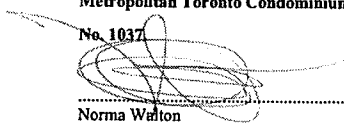
Common Expenses (Parking Units)

1. The owner of Parking Units set out in attached schedule owned by Wynford Professional Corporation at 18 Wynford Drive, Toronto, Ontario of Metropolitan Toronto Condominium Corporation No. 1037, registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto No. 66 are not in default in the payment of common expenses.
2. A payment on account of common expenses for the parking units in the amount of See Schedule excluding HST is due on February 1, 2013 for the period February 1, 2013 to February 28, 2013. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described.
3. The Corporation has the amount of \$NIL in prepaid common expenses for the parking units.
4. There are no amounts that the Condominium Act, 1998 requires to be added to the common expenses payable for the parking units.

Dated this 18th day of January, 2013.

Metropolitan Toronto Condominium Corporation

No. 1037


Norma Walton

I have the authority to bind the Corporation.

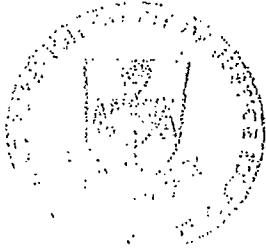
Unit #	Common Expenses Payment	Condo Fees from January 1 through to January 31, 13 Excludes HST	Monthly Condo Fees Excludes HST	Prepaid Common Expenses
Parking 25 Spaces	Not in default	\$1,250.00	\$1,250.00	Nil

TAB G

This is Exhibit 6 referred to in the
affidavit of Dalee Chand Navaine
sworn before me, this 14th
day of January 2015
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Debra Miller-Lichtenstein

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



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)
JUSTICE NEWBOULD) FRIDAY, THE 5th DAY
) OF NOVEMBER, 2013

B E T W E E N:

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

and

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

and

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

ORDER

THIS MOTION made by the Applicants, DBDC Spadina Ltd. and those Corporations Listed on Schedule "A" hereto for an Order appointing Schonfeld Inc. Receivers + Trustees, as manager (in such capacities, the "Manager") without security, of all of the assets, undertakings and properties of the Schedule "B" Corporations, or for other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavits of Jim Reitan sworn October 1, October 3 and October 24, 2013 and the Exhibits thereto, the Affidavit of Susan Lyons and the Exhibits hereto, the Affidavit of Lorna Groves and the Exhibits thereto, the First Interim Report of the Inspector,

Schonfeld Inc., the Supplemental Report to the First Interim Report of the Inspector and the Exhibits thereto, the Second Interim Report of the Inspector and the Exhibits thereto, the Affidavits of Norma Walton sworn October 3 and 31, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, counsel for the Inspector and counsel for the Respondents,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

CONTINUING ORDERS

2. THIS COURT ORDERS that the Orders of the Honourable Justice Newbould dated October 4, 2013 and October 25, 2013 continue in full force and effect except as modified by this Order.

APPOINTMENT

3. THIS COURT ORDERS that the Manager is hereby appointed Manager, without security, of all of the real property owned by the Schedule "B" Companies hereto (the "Real Estate") and all of the current and future assets, undertakings and property, real and personal, of the Schedule "B" Corporations of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively with the Real Estate, the "Property") effective upon the granting of this Order.

MANAGER'S POWERS

4. THIS COURT ORDERS that the Manager shall have the powers of the Inspector granted pursuant to the Order of the Honourable Justice Newbould dated October 4, 2013, including but not limited to access to the premises and books and records of the Respondent The Rose & Thistle Group Ltd.
5. THIS COURT ORDERS that the Manager is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Manager is hereby expressly empowered and authorized to do any of the following where the Manager considers it necessary or desirable:
 - (a) to undertake sole and exclusive authority to manage and control the Property and any and all proceeds, receipts and disbursements arising out

of or from the Property, wheresoever located, and any and all proceeds, receipts and disbursements arising out of or from the Property, and for greater certainty, the Manager shall have sole and exclusive right and control of the Schedule "B" Corporations' bank accounts wherever located in accordance with this Order;

- (b) to open bank accounts at any banking institution acceptable to the Applicant to transfer funds from the current bank accounts of the Schedule "B" Companies, as necessary, ~~with prior notice to the Parties;~~ ✓ *MS*
- (c) to receive, preserve, and protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (d) to manage, operate, and carry on the business of the Schedule "B" Corporations, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business ~~upon prior notice to the Parties,~~ or cease to perform any contracts of any of the Schedule "B" Corporations ~~upon prior notice to the Parties;~~ ✓ *MS*
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this order including but not limited to a property manager, including but not limited to:
 - (i) DMS Properties;
 - (ii) Briarlane Property Rental Management Inc.; and

(iii) Sterling Karamar;

- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Schedule "B" Corporations or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Schedule "B" Corporations and to exercise all remedies of the Schedule "B" Corporations in collecting such monies, including, without limitation, to enforce any security held by any of the Schedule "B" Corporations, ~~provided that the Manager shall give prior notice to the Parties of any enforcement of security;~~ ✓ 2/11
- (h) subject to paragraph 4 below, to settle, extend or compromise any indebtedness owing to any of the Schedule "B" Corporations, ~~provided that the Manager shall give prior notice to the Parties of the settlement of any material indebtedness;~~ ✓ 2/11
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Manager's name or in the name and on behalf of the Schedule "B" Corporations, for any purpose pursuant to this Order;
- (j) to undertake environmental investigations, assessments, engineering and building condition or other examinations of the Real Estate;
- (k) subject to paragraph 12 below, to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Schedule "B" Corporations, the Property or the Manager; and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (l) subject to paragraph 13 below, to market the Property and in particular the Real Estate, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Manager in its discretion may deem appropriate;
- (m) to enter into agreements and to sell, convey, transfer, or assign the Property or any part or parts thereof of the Schedule "B" Corporations' business, with the prior approval of this Court in respect of any transaction, and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;
- (n) to have on-line and electronic as well as hard copy access to the bank accounts of the Rose & Thistle Group Ltd. to review all receipts and disbursements total from such accounts and to request and receive on a timely basis from the Respondents particulars of all receipts and disbursements sufficient for the Inspector to identify such transfers, the parties involved and the reasons therefore;
- (o) upon notice to all parties and affected registered encumbrances, to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Manager considers appropriate on all matters relating to the Property, and to share information, subject to such terms as to confidentiality as the Manager deems advisable;
- (q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Manager, in the name of the Schedule "B" Corporations;

- (r) to do all acts and execute, in the name and on behalf of the Schedule "B" Corporations, all documents, and for that purpose use the seal of the corporation, if any; and
- (s) to take any steps reasonably incidental to the exercise of these powers.

and in each case where the Manager takes any such actions or steps, it shall, subject to paragraph 4 below, be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below); including the Schedule "B" Corporations, and without interference from any other Person. For greater certainty, nothing in this Management Order or to the Manager's exercise of its powers hereunder shall cause the Manager to be, or deemed to be, a receiver within the meaning of the *Bankruptcy and Insolvency Act*.

~~6. The Manager shall take reasonable steps to provide the Parties with an accounting on a monthly basis of any collections referred to in subparagraphs 5(g) above.~~ 201

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MANAGER

- 7. THIS COURT ORDERS that (i) the Schedule "B" Corporations and The Rose & Thistle Group Inc., (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, including but not limited to the Respondents and all others having notice of this Order; (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order; and (iv) Meridian Credit Union; and (v) without limiting the generality of the foregoing, Norma Walton, Ronauld Walton, anyone acting under the instructions of anyone listed in this paragraph; and (vi) anyone with notice of this order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Manager of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Manager, and shall deliver all such Property to the Manager upon the Manager's request, and in any event no later than 36 hours following the Manager's request.
- 8. THIS COURT ORDERS that all Persons shall forthwith advise the Manager of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Schedule "B" Corporations, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Manager or permit the Manager to make, retain and take away copies thereof and grant to the Manager unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this

paragraph 9 or in paragraph 11 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Manager due to the privilege attaching to solicitor-client communication or litigation work product belong to a Shareholder or a director of a Schedule "B" Corporations personally or due to statutory provisions prohibiting such disclosure.

9. THIS COURT ORDERS that the Records shall, upon reasonable notice to the Manager and during normal business hours of the Manager, be open to examination by each of the parties and their respective legal counsel, and that a copy of these Records be provided by the Manager of the parties upon request, the reasonable costs associated with such access and copies to be determined by the Manager, and invoiced to and paid by the requesting party to the Manager forthwith.
10. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Manager for the purpose of allowing the Manager to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Manager in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Manager. Further, for the purposes of this paragraph, all Persons shall provide the Manager with all such assistance in gaining immediate access to the information in the Records as the Manager may in its discretion require including providing the Manager with instructions on the use of any computer or other system and providing the Manager with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE MANAGER

11. THIS COURT ORDERS that, except as may be provided herein, no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Manager except with the written consent of the Manager or with leave of this Court.

NO PROCEEDINGS AGAINST THE SCHEDULE "B" CORPORATIONS OR THE PROPERTY

12. THIS COURT ORDERS that no Proceeding against or in respect of any of the Schedule "B" Corporations or the Property shall be commenced or continued except with the written consent of the Manager or with leave of this Court and any and all Proceedings currently under way against or in respect of the Schedule "B" Corporations or the Property, with the exception of the proceedings referred to in paragraph 7, are hereby stayed and suspended pending further Order of this Court. Notwithstanding any other provision in this Order, the parties shall not be precluded from taking any steps or from commencing or continuing any proceedings in Ontario Superior Court of Justice, Court File No. CV-13-10280-00CL (Commercial List), and in such circumstances the Manager

shall not be obliged to defend or participate on behalf of the Schedule "B" Corporations and the Manager shall not be liable for any costs, damages or awards related to any such proceedings.

NO EXERCISE OF RIGHTS OR REMEDIES

13. THIS COURT ORDERS that, except as may be provided herein, all rights and remedies against the Schedule "B" Corporations, the Manager, or affecting the Property, are hereby stayed and suspended except with the written consent of the Manager or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Manager or the Schedule "B" Corporations to carry on any business which the Schedule "B" Corporations is not lawfully entitled to carry on, (ii) exempt the Manager or the Schedule "B" Corporations from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE MANAGER

14. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Schedule "B" Corporations, without written consent of the Manager or leave of this Court.

CONTINUATION OF SERVICES

15. THIS COURT ORDERS that all Persons having oral or written agreements with the Schedule "B" Corporations or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Schedule "B" Corporations are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Manager, and that the Manager shall be entitled to the continued use of the Schedule "B" Corporations' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Manager in accordance with normal payment practices of the Schedule "B" Corporations or such other practices as may be agreed upon by the supplier or service provider and the Manager, or as may be ordered by this Court.
16. THIS COURT ORDERS that Respondents are enjoined from canceling or failing to renew any insurance policies or other coverage in respect of to the Rose & Thistle Group Ltd. and/or the Schedule B Companies or any property owned by them, except with the express written approval of the Manager.
17. THIS COURT ORDERS that the Inspector shall be added as a named insured to any existing insurance policies or other coverage in respect of to the Rose & Thistle Group Ltd. and/or the Schedule B Companies or any property owned by them.

MANAGER TO HOLD FUNDS

18. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Manager from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into either the existing bank accounts held by Schedule "B" Corporations' or one or more new accounts to be opened by the Manager, at the Manager's discretion, as the Manager may reasonably decide and the monies standing to the credit of such accounts from time to time, net of any disbursements provided for herein, shall be held by the Manager to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

19. THIS COURT ORDERS that nothing herein contained shall require the Manager to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Manager from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Manager shall not, as a result of this Order or anything done in pursuance of the Manager's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation.

LIMITATION ON THE MANAGER'S LIABILITY

20. THIS COURT ORDERS that the Manager shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part as so found by a court of competent jurisdiction. The Manager shall further enjoy the protections from liability as would otherwise be afforded to a trustee in bankruptcy under section 14.06 of the *Bankruptcy and Insolvency Act* or under any other similar legislation applicable to trustees and receivers.

MANAGER'S ACCOUNTS

21. THIS COURT ORDERS that any expenditures or liability which shall properly be made or incurred by the Manager including the fees and disbursements of the Manager and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of

the Manager and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Manager's Charge").

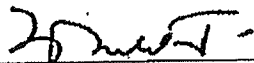
22. THIS COURT ORDERS that the Manager and its legal counsel, if any, shall pass their accounts from time to time, and for this purpose the accounts of the Manager and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
23. THIS COURT ORDERS that prior to the passing of its accounts, the Manager shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Manager or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE MANAGERSHIP

24. THIS COURT ORDERS that the Manager be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$5 million (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Manager by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Manager's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Manager's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
25. THIS COURT ORDERS that neither the Manager's Borrowings Charge nor any other security granted by the Manager in connection with its borrowings under this Order shall be enforced without leave of this Court.
26. THIS COURT ORDERS that the Manager is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Manager's Certificates") for any amount borrowed by it pursuant to this Order.
27. THIS COURT ORDERS that the monies from time to time borrowed by the Manager pursuant to this Order or any further order of this Court and any and all Manager's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Manager's Certificates.

GENERAL

28. THIS COURT ORDERS that the Manager may from time to time apply to this Honourable Court for advice and directions in the discharge of the Manager's powers and duties hereunder.
29. THIS COURT ORDERS that nothing in this Order shall prevent the Manager from acting as receiver, interim receiver or trustee in bankruptcy of the Schedule "B" Companies.
30. THIS COURT HEREBY REQUESTS that aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Manager and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the terms of this Order.
31. THIS COURT ORDERS that the Manager be at liberty and is hereby authorized and empowered to apply to any court, tribunal regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
32. THIS COURT ORDERS that any interested party may apply to this Court to seek the advice and direction of the Court in respect of this Order or the Manager's activities on not less than seven (7) days' notice to the Manager and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
33. THIS COURT ORDERS that any court materials in these proceeds may be served by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time.



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

NOV 18 2013

NB

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.

SCHEDULE "C"

MANAGER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [MANAGER'S NAME], the Manager (the "Manager") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ of MONTH, 20YR (the "Order") made in an action having Court file number _____-CL-_____, has received as such Manager from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Manager is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Manager pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Manager to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Manager to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Manager to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Manager does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20_____.

[MANAGER'S NAME], solely in its capacity
as Manager of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO


ORDER

LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP
Barristers
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Toronto ON M5H 3P5

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Shara N. Roy (49950H)
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Fax: (416) 865-3973
Email: sroy@litigate.com

Lawyers for the Plaintiffs

TAB H

This is Exhibit H referred to in the
affidavit of Dalee Chand Naraine
sworn before me, this 14th
day of January 2015

A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 20TH
JUSTICE NEWBOULD) DAY OF JANUARY, 2014

BETWEEN:

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

and

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

and

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

ORDER

THIS MOTION made by the mortgagees listed on Schedule "C" hereto (individually a "Mortgagee" and collectively the "Mortgagees") and Trinity Urban Properties Inc. ("Trinity") for an Order in respect of the lands owned by the Schedule "B" Corporations (the "Borrowers") at the municipal addresses listed on Schedule "D" hereto; the buildings thereon; and all

property subject to the mortgage, related loan documents and security of any of the Mortgagees listed on Schedule "E" hereto individually a Property and collectively, the "Properties") or subject to an Option Agreement in favour of Trinity dated July 6, 2012 listed on Schedule "E" hereto (the "Purchase Option") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Mortgagees and Trinity, the Orders of this Honourable Court dated December 24, 2013 and January 6, 2014, the Second Report of the ~~Monitor~~ ^{Manager} dated January 14, 2014, upon the consent of the Mortgagees, Trinity and the Applicants and the Respondents not opposing this Order:

WS

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion ~~and the Agreed Statement of Facts~~ ^{and the} be and it is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

WS

CONTINUING ORDERS

2. **THIS COURT ORDERS** that the Orders of the Honourable Justice Newbould dated October 4, 2013 (the "October 4 Order"), October 25, 2013 and November 5, 2013 (the "November 5 Order") continue in full force and effect except as modified by this Order in respect of each Property and all related rents, parking fees, income, receipts, revenues and other proceeds from or in respect of such Property (the "Property Revenues").

3. **THIS COURT ORDERS** that the Manager's Borrowing Charge and the Manager's Charge shall rank in subsequent priority to any and all security interests, trusts, liens, charges,

mortgages and encumbrances, statutory or otherwise in favour of the Mortgagees including any general security agreement and specifically the documents listed on Schedule "E" hereto (individually a "Mortgage" and collectively, the "Mortgages") validly registered on title to any Property or against the Corporations listed on Schedule "D" hereto (individually a "Borrower" and collectively the "Borrowers") as of January 16, 2014. The Manager's Borrowing Charge and the Manager's Charge shall not be registered on title to any Property and shall not, in the event the stay of proceedings is lifted in accordance with paragraphs 9, 14, or 15 hereof or by Court Order, impair any Mortgagee's ability to sell or lease the Property subject to its Mortgage or impair Trinity's ability to rely upon its Purchase Option.

4. **THIS COURT ORDERS** that the Property Revenues derived from each Property shall be used only to fund the costs and expenses directly relating to the management, maintenance, operation and sale of that respective Property, including reasonable fees and disbursements of the Manager incurred directly in connection with the management, maintenance, operation and sale of that Property and the performance of its obligations under this Order in respect of that Property and payment of all amounts owing under the Mortgage, against that Property, when due (the "Property-Specific Costs") and for greater certainty shall not be used to fund any allocation of the fees, costs and expenses associated with any other property or the fees of the Manager relating thereto, provided that the Manager shall have no personal liability for obligations of the Borrower.

5. **THIS COURT ORDERS** that each Borrower shall pay when due, all Property-Specific Costs owing by the Borrower to its respective Mortgagee and arm's length creditors on account of taxes or other amounts that, if not paid, would have the benefit of a lien, charge or other

encumbrance ranking in priority to the Mortgage and the Manager will cause such payments to be made from the Property Revenues of that respective Property to the extent funds are available provided that the Manager shall have no personal liability for the obligations of any Borrower. No Borrower shall pay any claims against the Borrower that arose prior to the date of the November 5 Order, other than the obligations in relation to its Mortgage, without the consent of the Mortgagee in question.

6. **THIS COURT ORDERS** that the proceeds of any borrowing under the Manager's Borrowing Charge (as defined in the November 5 Order) in respect of any Property shall be used only to fund its Property-Specific Costs.

COSTS

7. **THIS COURT ORDERS** that the costs of the Applicants and Respondents of this Application and the costs of the Inspector (as defined in the October 4 Order) shall not form part of the Manager's Charge or the Manager's Borrowing Charge and shall be borne by the Applicants or Respondents, as may be determined by this Court from time to time.

COMPLIANCE WITH THE MORTGAGE

8. **THIS COURT ORDERS** that each Borrower shall hereafter comply with the terms of the Mortgage in favour of the Mortgagee, the Option Agreement in favour of Trinity and specifically the documents set out in Schedule "E" hereto as applicable from and after the date of this amending Order. For greater certainty, nothing in this paragraph 8 requires the Borrower or the Manager to cure the alleged existing or continuing events of default as of the date of this Order listed in Schedule "F" hereto. Nothing in this paragraph prejudices the right of any

Mortgagee to rely on such existing or continuing defaults if the stay of proceedings is lifted in accordance with paragraphs 9, 14, or 15 hereof or by Court Order. Nothing in this Order prejudices the rights of any Mortgagee to add any costs, fees or other amounts arising from the existing defaults under its Mortgage and/or these proceedings to the indebtedness secured by its Mortgage as permitted by the Mortgage or applicable laws.

9. **THIS COURT ORDERS** that there shall be an automatic lifting of the stay imposed by paragraphs 12 and 13 of the November 5 Order to permit any Mortgagee to enforce its rights and remedies against a Borrower or that Borrower's Property (including the Property Revenues) under and in accordance with the Mortgage in the event of any breach of paragraph 8 above including without limitation, any failure to pay any payment of principal, interest and all reserves when due pursuant to the terms of the Mortgage.

10. **THIS COURT ORDERS** that the Manager shall provide each Mortgagee, the Applicants and Respondents, with notice of any breach of this Order, including paragraph 8, of which it becomes aware in respect of that Mortgagee's Mortgage and shall, on a monthly basis, provide each Mortgagee, the Applicants and Respondents with a certificate confirming that it is not aware of any breach of paragraph 8 in respect of that Mortgagee's Mortgage.

11. **THIS COURT ORDERS** that in the event the stay is lifted in accordance with paragraph 9, 14, or 15 hereof or by Court Order, the relief granted herein is without prejudice to the right of any Mortgagee to bring any action, proceeding or claim against the Borrower or to the right of each Mortgagee to raise any existing, continuing or future events of default in these proceedings or to the right of Trinity to rely on its Purchase Option under the Option Agreement.

SALE OF PROPERTY

12. **THIS COURT ORDERS** that subsection 5(l) and (m) of this Court's Order dated November 5, 2013 is modified to require the consent of each Mortgagee (with respect to the Property against which that Mortgagee has a Mortgage) and Trinity (with respect to the Property against which it has registered the Purchase Option) to take further steps to market, list for sale, sell, convey, lease, rent, transfer or assign the relevant Property or put in place a different property manager for the relevant Property from and after the date of this amending Order, in accordance with the Mortgage (including from the date of this Order the sales process to market and sell the Property) or the Option Agreement. Furthermore, nothing in the Order dated November 5, 2013 or this Order shall prejudice the right of any Mortgagee to object to a prepayment of its Mortgage or to claim the prepayment charge provided for under its Mortgage.

13. **THIS COURT ORDERS** that the Manager shall report to the relevant Mortgagee and Trinity, if applicable, the Applicants, Respondents on the status of that Mortgagee's Property, including but not limited to providing timely reports in respect of leasing or sales activity, copies of any appraisals of the Property, all material information, reports and written communications by the sales agent retained by the Manager in respect of the Property (the "Sales Agent"), and any offers for the sale or lease of the Property in the possession of the Manager from time to time, and the Manager shall authorize the Sales Agent to cooperate fully with the relevant Mortgagee and Trinity, if applicable, to provide to each Mortgagee and Trinity timely information and documentation relating to the status of the process to sell the relevant Property or lease space in the relevant Property, subject to the respective recipient executing a confidentiality agreement in a form acceptable to the Manager, the recipient each acting

reasonably. The relevant Mortgagee's and Trinity's approval shall, if applicable, be required for the sale of a Property or lease of space in a Property. The Manager may request from any Mortgagee, and such Mortgagee shall provide, a mortgage statement as at the projected closing date in an offer to purchase the Property that the Manager is interested in pursuing. Unless the Mortgagee for such Property agrees otherwise in writing, and subject to the right of the Manager to seek direction of this Court on notice to the Mortgagee of that particular Property, the Manager shall only accept and submit to Court for approval an offer to purchase such Property if the offer provides for payment in full in cash, at closing, of the amount outstanding as shown on the mortgage statement. In addition, unless Trinity agrees otherwise and subject to the right of the Manager and the Applicants to seek direction of this Court on notice to Trinity, as to any issues with respect to the Purchase Option or its enforceability, the Manager shall only accept and submit to this Court for approval an offer to purchase the two Properties subject to the Purchase Option if that offer recognizes the Purchase Option.

14. **THIS COURT ORDERS** that there shall be an automatic lifting of the stay imposed by paragraphs 12 and 13 of the November 5 Order to permit any Mortgagee to enforce its any and/or all of rights and remedies against its respective Borrower or that Borrower's Property (including the Property Revenues) under and in accordance with its Mortgage if: (i) by February 28, 2014, the Manager's plan to sell the Property has not been approved by that Mortgagee acting reasonably, the Manager has not commenced the sale process by retaining a reputable real estate agent and listed the Property for sale, or has not commenced to actively market the Property for sale; or (ii) at any time after February 28, 2014, the Manager fails to diligently, continuously and prudently market the Property for sale and market the available space in the Property for lease, unless

the Manager and the relevant Mortgagee have agreed in writing to extend the deadlines provided in this paragraph 14.

15. **THIS COURT ORDERS** that there shall be an automatic lifting of the stay imposed by paragraphs 12 and 13 of the November 5 Order to permit any Mortgagee to enforce its rights and remedies against its respective Borrower or that Borrower's Property (including the Property Revenues) if the sale of its Property is not fully completed by August 29, 2014 (whether or not the relevant Mortgage is in good standing), unless the Manager and the relevant Mortgagee have agreed in writing to extend the deadline provided in this paragraph 15.

1450 DON MILLS ROAD

16. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights of the Applicants to challenge the validity or enforceability of the Mortgage entered into between Global Mills Inc. and Computershare Trust Company of Canada/Trez Capital Limited Partnership in respect of 1450 Don Mills Road on July 31, 2013 registered as AT 3364527 and the charge associated therewith.

OTHER RELIEF

17. **THIS COURT HEREBY REQUESTS** that aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Manager and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Manager, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Manager and its agents in carrying out the

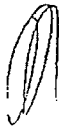
terms of this Order.

18. **THIS COURT ORDERS** that the Manager be at liberty and is hereby authorized and empowered to apply to any court, tribunal regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that the stay imposed by paragraphs 12 and 13 of the November 5 Order is lifted for the purposes of permitting any Mortgagee to deliver a notice for purposes of section 244 of the *Bankruptcy and Insolvency Act* (Canada) if any Mortgagee considers it necessary or appropriate to do so.

20. **THIS COURT ORDERS** that any interested party may apply to this Court to seek the advice and direction of the Court in respect of this Order or the activities of the Manager on not less than seven (7) days' notice to the Manager and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.





JAN 20 1988

SCHEDULE "A"
COMPANIES

550

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 Ltd.
5. Liberty Village Lands Inc.
6. Riverdale Mansion Ltd.
7. Royal Agincourt Corp.
8. Hidden Gem Development Inc.
9. Ascalon Lands Ltd.
10. Tisdale Mews Inc.
11. Lesliebrook Holdings Ltd.
12. Lesliebrook Lands Ltd.
13. Fraser Properties Corp.
14. Fraser Lands Ltd.
15. Queen's Corner Corp.
16. Northern Dancer Lands Ltd.
17. Dupont Developments Ltd.
18. Red Door Developments Inc. and Red Door Lands Ltd.
19. Global Mills Inc.
20. Donalda Developments Ltd.
21. Salmon River Properties Ltd.
22. Cityview Industrial Ltd.
23. Weston Lands Ltd.
24. Double Rose Developments Ltd.
25. Skyway Holdings Ltd.
26. West Mall Holdings Ltd.
27. Royal Gate Holdings Ltd.
28. Dewhurst Developments Ltd.
29. Eddystone Place Inc.
30. Richmond Row Holdings Ltd.
31. El-Ad Limited
32. 165 Bathurst Inc.

SCHEDULE "C" - LIST OF MORTGAGEES

1. Trez Capital Limited Partnership
2. 295 The West Mall Portfolio Limited
3. 270379 Ontario Inc.
4. Loutan Richmond Inc.
5. Riocan Management Inc.
6. Riocan Mortgage Corp.
7. Riocan Real Estate Investment Trust
8. Harbour Mortgage Corporation, as servicing agent for the Equitable Trust Company
9. TCE Beta Services Inc.
10. ACMCMF Services Ltd.
11. ACM Commercial Mortgage Fund
12. ACM Advisors Ltd.
13. B. & M. Handelman Investments Ltd.
14. E. Manson Investments Limited
15. 5K Investments Inc.
16. Yerusha Investments Inc.
17. National Tire Sales and Service 2011 Ltd.
18. Natme Holdings Ltd.
19. 558678 Ontario Ltd.
20. Marvin Teperman
21. Maxoren Investments Inc.
22. Sheilaco Investments Inc.
23. Errol Gordon
24. Southern Atlantic Service Limited
25. Elaine Pepper
26. Dan Realty Limited
27. Reiter International Limited
28. Ann Forman
29. 1060400 Ontario Inc.
30. Barry Alan Spiegel Trust
31. Bamburgh Holdings Limited
32. Caroline Bokar
33. Jane Gertner
34. Daniel Morris
35. 4055845 Canada Inc.
36. Marlene Orenbach
37. Gertner Family Charitable Foundation
38. Aviva Malatzky and Aurelia Ostro joint with right of survivorship
39. 673830 Ontario Limited

SCHEDULE "D"
LIST OF THE PROPERTIES

Property	Owner	Mortgagee
241 Spadina Avenue	Twin Dragons Corporation	ACM Mortgage Fund/Computershare
32 Atlantic Avenue	Liberty Villages Properties Ltd.	TCE Beta Services Inc.
5770-5780 Highway 7	Royal Agincourt Group	Equitable Trust Harbour Mortgage Corp.
3765 St. Clair Avenue East	Ascalon Lands Ltd.	E. Manson Investments Limited, 5K Investments Inc., Yerusha Investments Inc., National Tire Sales and Service (2011) Ltd., Marlene Orenbach, Gertner Family Charitable Foundation, Aviva Malatzky, 673830 Ontario Limited, Errol Gordon. B and M. Handelman Investments Limited and Aurelia Ostro
78 Tisdale Avenue	Tisdale Mews Inc.	E. Manson Investments Limited, 5K Investments Inc., Yerusha Investments Inc., National Tire Sales and Service (2011) Ltd., Natme Holdings Ltd., Marvin Teperman, Maxoren Investments Inc., Sheilaco Investments Inc., Errol Gordon, Southern Atlantic Service, Elaine Pepper, B and M. Handelman Investments Limited and 558678 Ontario Limited
7 - 15 Fraser	Fraser Properties Corp.	Loutan Richmond Inc., 270379 Ontario Ltd., E. Manson Investments Limited, Dan Realty Limited, Reiter International Limited, Ann Forman, 1060400 Ontario Inc. and B and M. Handelman Investments Ltd.
30 Fraser	Fraser Lands Ltd.	Loutan Richmond Inc., 270379 Ontario Ltd., E. Manson Investments Limited, Dan Realty Limited, Reiter International Limited, Ann Forman, 1060400 Ontario Inc. and B and M. Handelman Investments Ltd.

140 Queen's Plate Drive	Northern Dancer Lands Ltd..	B and M. Handelman Investments Limited, E. Manson Investments Limited, Dan Realty Limited, 5K Investments Inc., Barry Alan Spiegel Trust, Bamburgh Holdings Limited, Caroline Bokar, Jane Gertner, Maxoren Investments Inc., Daniel Morris, 4055845 Canada Inc. and 558678 Ontario Ltd.
875 Queen Street East	Red Door Developments Inc.	RioCan Mortgage Corp., Trinity Urban Properties Inc. (Option)
887 Queen Street East	Red Door Lands Ltd.	Woodgreen Management Inc., RioCan Mortgage Corp., Trinity Urban Properties Inc. (Option)
295 The West Mall	West Mall Holdings Ltd.	295 The West Mall Portfolio Inc., Computershare Trez Capital Limited Partnership
18 Wynford Drive	Wynford Professional Centre Ltd.	Computershare Trez Capital Limited Partnership
1450 Don Mills Road	Global Mills Inc.	Computershare Trez Capital Limited Partnership
1-20 Royal Gate Boulevard, Vaughan	Royal Gate Nominee Inc..	Computershare Trez Capital Limited Partnership

SCHEDULE "E"
LIST OF SECURITY DOCUMENTS

1. ACM SECURITY

1. Registered first mortgage and assignment of rents from the Twin Dragons Corporation (the "Borrower") in favour of Computershare on behalf of the ACM Mortgage Fund (the "Lender") creating a first fixed charge over 241 Spadina Avenue, Toronto in the amount of \$8,300,000;
2. Environmental Indemnity Agreement from the Borrower and the Guarantors;
3. Specific assignments in favour of the Lender of the rights and benefits under the Idea Couture Inc. and Michael Rubino (operating as "Strada II.IV.I") leases, the Borrower to exercise its best efforts to obtain acknowledgements of these assignments by the said tenants; and
4. General security agreement from the Borrower in favour of Computershare on behalf of the Lender creating a first fixed and floating charge over all present and after acquired personal property (including, without limitation, equipment, appliances and fixtures) owned by the Borrower and located at or used in connection with the Property.

2. EQUITABLE TRUST SECURITY

1. Charge Mortgage of Land:

Amount of Mortgage:	\$11,600,000.00
Registration Date:	December 16, 2011
Registration No:	YR1760250
Land Titles Office at:	York Region (No. 65)

2. Assignment of Rents

Registration Date:	December 16, 2011
Registration No:	YR1760251

3. General Security Agreement

Registration Date:	December 14, 2011
Registration No:	10111214 1607 1590 3033

4. **Environmental Indemnity Agreement dated December 16, 2011.**

3. **HANDELMAN SECURITY**

1. **78 Tisdale Avenue/Tisdale Mews Inc.**

Mortgage Amount \$3,000,000

Registration No: AT3336994

General Assignment of Rents/Registration: AT3336994

General Security Agreement June 27, 2013

Guarantee: Norma Walton and Ronauld Walton

Closing Date/Expiry of Term June 27, 2013/December 5, 2014

Lender/Mortgagee E. Manson Investments Limited, -5K Investments Inc., -
Yerusha Investments Inc., National Tire Sales and
Service 2011 Ltd., -Natme Holdings Ltd., 558678
Ontario Ltd., -Marvin Teperman, -Maxoren Investments
Inc., Sheilaco Investments Inc., Errol Gordon, Southern
Atlantic Service Limited, -Elaine Pepper, B and M
Handelman Investments Limited

2. **7-23 Fraser Avenue/Fraser Lands Ltd. and Fraser Properties Corp.**

Mortgage Amount \$6,000,000

Registration No: AT2996426

General Assignment of Rents/Registration: AT2996436

Guarantee: Norma Walton and Ronauld Walton

Closing Date/Expiry of Term April 23, 2012/May 5, 2014

Lender/Mortgagee E Manson Investments Limited., Dan Realty Limited,
Reiter International Limited, Ann Forman, 1060400
Ontario Inc., B and M Handelman Investments Ltd.

3. **140 Queens Plate Drive/Northern Dancer Lands Ltd.**

Mortgage Amount \$3,350,000

Registration No: AT3424569
 General Assignment of Rents/Registration: AT3424613
 General Security Agreement October 4, 2013
 Guarantee: Norma Walton and Ronauld Walton
 Closing Date/Expiry of Term October 4, 2013/October 5, 2014
 Lender/Mortgagee E. Manson Investments Limited, Dan Realty Limited, 5 K Investments Inc., Barry Alan Spiegel Trust, Bamburgh Holdings Limited, Caroline Bokar, Jane Gertner, Maxoren Investments Inc., Daniel Morris, 4055845 Canada Inc., B and M Handelman Investments Limited, 558678 Ontario Ltd.

4. **3765 St. Clair Avenue East/Ascalon Lands Ltd.**

Mortgage Amount \$2,100,000
 Registration No: AT3368107
 General Security Agreement July 31, 2013
 Guarantee: Norma Walton and Ronauld Walton
 Closing Date/Expiry of Term August 1, 2013/July 5, 2014
 Lender/Mortgagee E Manson Investments Ltd., Errol Gordon, 5K Investments Inc., National Tire Sales and Service 2011 Ltd., B and M Handelman Investments Ltd., Marlene Orenbach, Gertner Family Charitable Foundation, Yerusha Investments Inc., Aviva Malatzky and Aurelia Ostro joint with right of survivorship, 673830 Ontario Limited

4. **TANNENBAUM SECURITY**

1. **7-23 Fraser Avenue/Fraser Lands Ltd., and Fraser Properties Corp.**

Mortgage Amount \$12,000,000
 Registration No: AT29964265
 Closing Date/Expiry of Term April 23, 2012/May 5, 2017
 Lender/Mortgagee Loutan Richmond Inc., 270379 Ontario Ltd.

5. TREZ CAPITAL SECURITY

1. Computershare Trust Company of Canada first mortgage loan to Wynford Professional Centre Ltd. as guaranteed by Norma Walton and Ronauld G. Walton multiple condominium office units and parking stalls 18 Wynford Drive, Toronto, Ontario
Loan No. 1075/13

Document	Description of Document
Mortgage	Mortgage Between Wynford Professional Centre Ltd. as mortgagor and Computershare Trust Company of Canada as mortgagee registered in the Toronto Land Registry Office #80 on March 7, 2013 as Instrument No. AT3251575
General Assignment of Rents	Between Wynford Professional Centre Ltd. as Assignor and Computershare Trust Company of Canada as Assignee registered in the Toronto Land Registry Office #80 on March 7, 2013 as Instrument No. AT3251636
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated March 6, 2013
General Security Agreement	Between Wynford Professional Centre Ltd. as debtor and Computershare Trust Company of Canada as creditor, dated March 6, 2013

2. Computershare Trust Company of Canada first mortgage loan to Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as guaranteed by Norma Walton and Ronauld Walton on 1 Royal Gate Boulevard, 1 Regalcrest Court and 20 Royal Gate Boulevard, Vaughan, Ontario
Loan No. 1106/13

Document	Description of Document
Mortgage	Mortgage between Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as mortgagors and Computershare Trust Company of Canada as mortgagee registered in the York Region Land Registry Office #65 on April 23, 2013 as Instrument No. YR1968668
General Assignment of Rents	Between Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as Assignors and Computershare Trust Company of Canada as Assignee dated April 23, 2013 and registered

	in the York Region Land Registry Office #65 on April 23, 2013 as Instrument No. YR1968669
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated April 23, 2013
General Security Agreement	Between Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc. as debtors and Computershare Trust Company of Canada as creditor, dated April 23, 2013

3. Computershare Trust Company of Canada second mortgage loan to West Mall Holdings Ltd. as guaranteed by Norma Walton and Ronauld Walton 291-295 The West Mall, Toronto, Ontario
Loan No. 1083/13

Document	Description of Document
Mortgage	Mortgage Between West Mall Holdings Ltd. as mortgagor and Computershare Trust Company of Canada as mortgagee registered in the Toronto Land Registry Office #80 on March 19, 2013 as Instrument No. AT3258029
General Assignment of Rents	Between West Mall Holdings Ltd. as Assignor and Computershare Trust Company of Canada as Assignee dated March 7, 2013 and registered in the Toronto Land Registry Office #80 on March 19, 2013 as Instrument No. AT3258030
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated March 7, 2013
General Security Agreement	Between West Mall Holdings Ltd. as debtor and Computershare Trust Company of Canada as creditor, dated March 7, 2013

4. Computershare Trust Company of Canada first mortgage loan to Global Mills Inc. as guaranteed by Norma Walton and Ronauld Walton 1450 Don Mills Road, Toronto, Ontario
Loan No. 1164/13

Document	Description of Document
Mortgage	Mortgage Between Global Mills Inc. as mortgagor and Computershare Trust Company of Canada as mortgagee registered in the

	Toronto Land Registry Office #70 on July 31, 2013 as Instrument No. AT3364527
General Assignment of Rents	Between Global Mills Inc. as Assignor and Computershare Trust Company of Canada as Assignee registered in the Toronto Land Registry Office #70 on July 31, 2013 as Instrument No. AT3364528
Guarantee and Postponement of Claim	Given to Computershare Trust Company of Canada from Norma Walton and Ronauld Walton dated July 29, 2013
General Security Agreement	Between Global Mills Inc. as debtor and Computershare Trust Company of Canada as creditor, dated July 29, 2013

6. TCE BETA SERVICES INC.

1. The charge/mortgage in favour of TCE Beta Services Inc. creating a first fixed charge over 30-32 Atlantic Avenue, Toronto, in the amount of \$13,500,000 and all other security agreements and other documents in connection therewith.

7. RIOCAN

1. Registered mortgage from Red Door Developments Inc. and Red Door Lands Ltd. (the "Borrowers") in favour of RioCan Mortgage Corp. as nominee or on behalf of RioCan Management Inc. (the "Lender") creating a first fixed charge over 875 Queen Street East, Toronto in the amount of \$7,000,000.00 and creating a second fixed charge over 887 Queen Street East, Toronto, in the amount of \$7,000,000.00; and
2. General security agreements from the Borrowers in favour of the Lender creating a charge over the personal property owned by the Borrowers.

8. TRINITY

1. Registered Notice of Option to purchase from Red Door Developments Inc. and Red Door Lands Ltd. in favour of Trinity Urban Properties Inc. over 875 Queen Street East and 887 Queen Street East, Toronto, pursuant to an Option Agreement dated July 6, 2012.

9. 295 THE WEST MALL PORTFOLIO INC.

1. Registered Charge/Mortgage of Land granted by the Borrower to 295 Portfolio which creates a fixed charge over the real property known municipally as 295 The West Mall, Etobicoke, Ontario, in the amount of \$9,687,500.00 (the "295 Portfolio Mortgage").
2. General Assignment of Rents executed and delivered by the Borrower to and in favour of 295 Portfolio.
3. General Security Agreement executed and delivered by the Borrower to and in favour of 295 Portfolio.
4. Assignment of Material Contracts and Agreements executed and delivered by the Borrower to and in favour of 295 Portfolio

SCHEDULE "F"
LIST OF DEFAULTS

1. GENERAL

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of the Borrower;
- d. Any non-payment of utilities, taxes and other obligations prior to the date of this Order; and
- e. Any registration on title of an encumbrance, including a lien prior to the date of this Order.

2. ACM COMMERCIAL MORTGAGE FUND ("ACM")

The following potential events of default as of the date of this Order under the Mortgage granted by Twin Dragons Corporation to ACM upon 241 Spadina Avenue, Toronto, Ontario, are subject to paragraph 8 of this Order:

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of Twin Dragons Corporation; and
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order.

3. EQUITABLE TRUST

- a. The commencement of the within Application requesting the appointment of a manager or receiver over the assets of Royal Agincourt Inc.; and
- b. The issuance on November 5, 2013 of an Order of the Ontario Superior Court of Justice appointing a manager to take possession of the subject property;

4. HANDELMAN SECURITY

1. 78 Tisdale Avenue/Tisdale Mews Inc.

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of the Mortgagee; and
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order.

2. 7-23 Fraser Avenue/Fraser Lands Ltd. and Fraser Properties Corp.

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of the Mortgagee;
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order; and
- e. Statement of Claim Certificate of Action dated December 24, 2013 registered as No. 3487269 Laser Heating and Air Conditioning Inc. in the amount \$908.52.

3. 140 Queens Plate Drive/Northern Dancer Lands Ltd.

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of the Mortgagee;
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order.
- e. Non disclosure of the Court Order appointing the Receiver on October 4, 2013, coincident or prior to the closing of the this mortgage loan; and
- f. Lien registered as No. AT3477510 in favour of MacNaughton Herman Britton Clarkson Planning Limited in the amount \$18,632.30.

4. 3765 St. Clair Avenue East/Ascalon Lands Ltd.

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of the Mortgagee; and
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order.

5. TANNENBAUM LOAN

1. 7-23 Fraser Avenue/Fraser Lands Ltd., and Fraser Properties Corp.

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of the Mortgagee;
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order; and
- e. Statement of Claim Certificate of Action dated December 24, 2013 registered as No. 3487269 Laser Heating and Air Conditioning Inc. in the amount \$908.52.

6. TREZ CAPITAL LIMITED PARTNERSHIP

The following potential events of default as of the date of this Order under the Mortgages granted by West Mall Holdings Ltd., Wynford Professional Centre Ltd., Royal Gate Nominee Inc., Royal Gate (Land) Nominee Inc. and Global Mills Inc. to Computershare Trust Company of Canada as Nominee for Trez Capital Limited Partnership upon the following properties:

- a. 18 Wynford Drive, Toronto, Ontario (the "Wynford Property");
- b. 1 Royal Gate Boulevard, 1 Regalcrest Court and 20 Royal Gate Boulevard, Vaughan, Ontario (the "Royal Gate Property");
- c. 291-295 The West Mall, Mississauga, Ontario (the "West Mall Property"); and
- d. 1450 Don Mills Road, Toronto, Ontario (the "Don Mills Property").

are subject to paragraph 8 of this Order:

The Wynford Property

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of Wynford Professional Centre Ltd;
- d. The failure to make the scheduled \$750,000.00 payment due on October 5, 2013 as required by the terms of the Mortgage (the "Wynford Payment Default"); and
- e. The non-payment of utilities, taxes and other obligations prior to the date of this Order.

The Royal Gate Property

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of Royal Gate Nominee Inc. and Royal Gate (Land) Nominee Inc;
- d. The registration of the construction lien in the amount of \$81,337.00 against the Royal Gate Property on November 15, 2013 by Norel Electric Ltd. (the "Norel Lien").
- e. The registration of the construction lien in the amount of in the amount of \$27,912.00 against the Royal Gate Property on December 3, 2013 by Laser Heating & Air Conditioning Inc. (the "Laser Lien"); and
- f. The non-payment of utilities, taxes and other obligations prior to the date of this Order, if any.

The West Mall Property

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of West Mall Holdings Ltd; and
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order.

The Don Mills Property

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of Global Mills Inc; and
- d. The non-payment of utilities, taxes and other obligations prior to the date of this Order, if any.

7. TCR BETA SERVICES INC.

The following potential events of default as of the date of this Order under the Mortgage on the Property at 30-32 Atlantic Avenue in Toronto, Ontario with TCE Beta Services Inc. are subject to paragraph 8 of this Order:

- a. The Order of this Court dated November 5, 2013; and
- b. Any representation made at the time the Mortgage was entered into regarding the ownership of the Mortgagor/Borrower.

8. RIOCAN

The following potential events of default as of the date of this Order under the Mortgage granted by Red Door Developments Inc. and Red Door Lands Ltd. to RioCan Mortgage Corp. upon 875 Queen Street East and 887 Queen Street East, Toronto, Ontario, are subject to paragraph 8 of this Order:

- a. The Order of this Court dated November 5, 2013;
- b. This Order;
- c. Any representation made at the time the Mortgage was entered into regarding the ownership of Red Door Developments Inc. and Red Door Lands Ltd.; and
- d. Any non-payment of utilities, taxes and other obligations prior to the date of this Order.

9. TRINITY

No Defaults

10. 295 THE WEST MALL PORTFOLIO INC.

The following potential events of default as of the date of this Order under the 295 Portfolio Mortgage are subject to paragraph 8 of this Order:

- a. the Order of this Court dated November 5, 2013; and
- b. this Order.

1023689_10.docx

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

Applicants

567

and

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

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

ORDER


Thornton Groat Finnigan LLP
Toronto-Dominion Centre
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Email: sreid@tgf.ca

Lawyers for ACMCMF Services Ltd., ACM Commercial
Mortgage Fund and ACM Advisors Ltd.

TAB I

This is Exhibit B referred to in the
affidavit of Dalee Chand Navaine
sworn before me, this 14th
day of January 2015


A COMMISSIONER FOR TAKING AFFIDAVITS

Debora Miller-Lichtenstein

Court File No.

CV-14-10418-COCL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE ONTARIO LUNG ASSOCIATION

Applicant

- and -

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037,
RONAULD WALTON and NORMA WALTON

Respondents

- and -

STANLEY BERNSTEIN

Person to be bound by the result

APPLICATION UNDER Rule 14.05 of the *Rules of Civil Procedure*,
s. 135 of the *Condominium Act*, 1998, S.O. 1998, c 17,
and ss. 245 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicants. The claim made by the applicants appears on the following page.

THIS APPLICATION will come on for a hearing on January 24, 2014 at 9:30 AM, before a judge presiding over the Commercial List at 330 University Avenue, 8th Floor, Toronto, Ontario, M5G 1R7.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules*

of Civil Procedure, serve it on the applicants' lawyer or, where the applicants do not have a lawyer, serve it on the applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicants' lawyer or, where the applicants do not have a lawyer, serve it on the applicants, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date January 24th, 2014

Issued by


Local Registrar

Natasha Brown
Registrar

Address of
court office:

330 University Avenue, 7th Floor
Toronto, Ontario
M5G 1R7

TO: NORMA WALTON
44 Park Lane Circle
Toronto, Ontario
M3C 2N2

AND TO: RONAULD WALTON
44 Park Lane Circle
Toronto, Ontario
M3C 2N2

AND TO: STANLEY BERNSTEIN
c/o Peter Griffin
Lenczner Slaght
130 Adelaide St W
Suite 2600
Toronto, ON
Canada M5H 3P5

AND TO: METRO TORONTO CONDOMINIUM CORPORATION NO. 1037
30 Hazelton Avenue
Toronto, Ontario
M5R 2E2

APPLICATION

1. The applicant makes application for:
 - (a) a declaration that the conduct of Metro Condominium Corporation No. 1037 ("MTCC 1037") is or threatens to be oppressive or unfairly prejudicial to or unfairly disregards the interests of the applicant;
 - (b) an order removing the directors Norma Walton, Ronauld Walton and Stanley Bernstein from the board of directors of MTCC 1037 (the "Board");
 - (c) an order that, notwithstanding the requirements of the Condominium Act, an owners' meeting may be held on two days' notice to all owners of condominium units of MTCC 1037, and such notice may be sent by either of the two remaining directors of MTCC 1037;
 - (d) an order terminating any management contract that exists between MTCC 1037 and Rose and Thistle Group Ltd. or any other property management company;
 - (e) an interim and interlocutory declaration that, notwithstanding section 49(1) of the *Condominium Act*, the owner of any unit of MTCC 1037 (other than Wynford Professional Centre Ltd.) who withholds any contribution payable in respect of the owner's unit ("Condo Fees") up to 10 days after the order or vote reconstituting the Board as set out in paragraphs (b) and (c) above shall continue to be entitled to vote at a meeting of unit owners of MTCC 1037;
 - (f) in the alternative an order that the owner of any unit of MTCC 1037 (other than Wynford Professional Centre Ltd.) is entitled to pay their Condo Fees into a

temporary trust account established and managed by the applicant, and payment into such trust account shall constitute payment of the unit's Condo Fees for the purposes of section 49(1) of the *Condominium Act*;

- (g) an order for disclosure of financial information relating to the reserve fund and other MTCC 1037 account information from third party financial institutions to be determined;
- (h) relief on an interim or interlocutory basis as necessary;
- (i) an order validating or dispensing with service, abridging the notice period for this application and dispensing with a factum;
- (j) costs of this application, plus HST; and
- (k) such further relief as to this Honourable Court may seem just.

2. The grounds for the application are:

- (a) this application is brought by the Ontario Lung Association, the owner of several units of MTCC 1037. The application is supported by the owners of all the units in MTCC 1037 other than those units owned by Wynford Professional Centre Ltd. (the "Owners");
- (b) in mid-December 2013, the Owners discovered certain news articles relating to the dispute between the Rose & Thistle Group and Dr. Bernstein, including allegations of fraud;
- (c) the Owners made inquiries of the receiver Schonfeld Inc. to determine the status of MTCC 1037 and discovered that the majority owner of the units of MTCC 1037,

Wynford Professional Centre Ltd., (an affiliate of the Rose & Thistle Group) was also in receivership;

- (d) Wynford Professional Centre Ltd. owns the majority of the units in MTCC 1037 and controls the board through its appointees, Norma Walton, Ronauld Walton, and Stanley Bernstein;
- (e) Dr. Stanley Bernstein has advised the Owners that he never knew he was on the board of directors of MTCC 1037 and never consented to be on the board;
- (f) Schonfeld Inc. advised the Owners that the units owned by Wynford Professional Centre Ltd. have never paid any condo fees to MTCC 1037;
- (g) pursuant to the *Condominium Act, 1998*, Wynford Professional Centre Ltd. has no vote at a meeting of owners because it is in default in paying its condominium fees;
- (h) Norma Walton and Ronauld Walton have either refused to resign as directors or have refused to respond to requests for their resignation;
- (i) Norma Walton, Ronauld Walton and/or the Rose and Thistle Group control Rose and Thistle Group Ltd., the property management company that the Owners understand is responsible for managing the operations and finances of MTCC 1037, but have refused to produce financial information on the status of the reserve account of MTCC 1037;
- (j) the Owners understand that Norma Walton, Ronauld Walton and the Rose and Thistle Group have ignored a court order requiring them to produce details of MTCC 1037's reserve account;

- (k) the Owners have withheld their condominium fees due for January 2014 because of fears of mismanagement of MTCC 1037. The Owners only wish to pay their condominium fees once the board has been re-constituted and a new reserve account has been established, however the Owners will be in default and unable to vote at a meeting of Owners if they do not pay their fees by January 28 2014;
 - (l) the Owners are very concerned that there are no funds in the reserve account or that no reserve account exists, and are concerned that certain important payments have not been or will not be made, including utilities and insurance payments;
 - (m) the Owners are unable to quickly re-gain control of MTCC 1037 without the assistance of the court;
 - (n) Rule 14.05 of the *Rules of Civil Procedure*;
 - (o) *The Condominium Act*, 1998, S.O. 1998, c. 19, including sections 135 and 136; and
 - (p) such other grounds as counsel may advise and this Honourable Court may permit.
3. The following documentary evidence will be used at the hearing of the application:
- (a) the affidavit of George Habbib, to be sworn;
 - (b) such further evidence as the lawyers may advise and this Honourable Court may permit.

January 2014

BAHINS

-7-

STEVENSONS LLP
Barristers
15 Toronto Street
Suite 202
Toronto ON M5C 2E3

Daniel McConville
416-599-7900
416-599-7910 (fax)

Lawyers for the applicants

THE ONTARIO LUNG ASSOCIATION
Applicants

-and-

MTCC 1037 et al.
Respondents

CV-14-10418-00CL
Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPLICATION

STEVENSONS LLP
Barristers
15 Toronto Street
Suite 202
Toronto ON M5C 2E3

Daniel McConville (LSUC #553101)
416-599-7900
416-599-7910 (fax)

Lawyers for the applicants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

THE ONTARIO LUNG ASSOCIATION

Applicant

- and -

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037,
RONAULD WALTON and NORMA WALTON

Respondents

- and -

STANLEY BERNSTEIN

Person to be bound by the result

APPLICATION UNDER Rule 14.05 of the *Rules of Civil Procedure*,
s. 135 of the *Condominium Act*, 1998, S.O. 1998, c 17,
and ss. 245 and 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

AFFIDAVIT OF GEORGE HABIB

I, George Habib, of the City of Toronto, in the Province of Ontario, MAKE

OATH AND SAY AS FOLLOWS:

1. I am the President and Chief Executive Office of the Ontario Lung Association (the "OLA"). The OLA is the applicant in this proceeding and as such I have knowledge of the matters below.

2. The OLA owns a number of units in Metropolitan Condominium Corporation No. 1037 at 18 Wynford Drive, Toronto ("MTCC 1037"), known as Wynford Professional Centre. The majority of the units of MTCC 1037 (approximately 70%) are owned by Wynford Professional Centre Ltd. ("WPCL") and leased to third parties. I understand from Schonfeld Inc. that WPCL is now in receivership. WPCL was affiliated with the Rose & Thistle Group. WPCL bought their units in 2010.

3. The unit owners other than WPCL (the "Owners") are acting together and although this application only lists the OLA as an applicant, all of the Owners support the application pursuant to resolutions at meetings of the Owners over the last few weeks.

4. Since WPCL owned the majority of units in MTCC 1037, it elected the majority of the board of directors. When WPCL bought its units it placed Norma Walton, Ronald Walton and Stanley Bernstein on the board of directors. I am the fourth director. Jonathan Griffiths, a practicing lawyer and unit owner at Wynford Professional Centre, is the fifth director. The by-laws of MTCC 1037 states that there are to be five directors, and three directors are required for a quorum.

5. On December 12, 2013, Jonathan Griffiths informed me via email that there was a dispute between Rose & Thistle Group and Dr. Stanley Bernstein. Mr. Griffiths learned of the dispute through an article on the National Post website from December 8, 2013. The article referred to allegations of fraud against the Rose & Thistle Group and its principals, Norma Walton and Ronald Walton.

6. Throughout December 2013, Mr. Griffiths Suresh Naraine, Chief Financial Officer and Corporate Secretary at the Ontario Lung Association, and I investigated the potential consequences of Rose & Thistle's involvement with MTCC 1037. Ultimately we discovered that Schonfeld Inc. had been appointed as receiver of WPCL.

7. On December 23, 2013, Mr. Harlan Schonfeld of Schonfeld Inc. spoke with Mr. Griffiths and me over the phone. Mr. Schonfeld stated that his company was appointed for WPCL only and has no influence on the matters of MTCC 1037. Mr. Schonfeld further stated and I believe that he had spoken to the Chief Financial Officer at Rose & Thistle Group who had confirmed with Mr. Schonfeld that WPCL had not been billed nor paid any amounts to MTCC 1037 (no condominium fees had been paid).

8. On December 24, 2013 a meeting of all the owners of MTCC 1037, including Mr. Schonfeld by telephone, was held and attended by a number of the owners. The owners present were made aware of the legal matter and potential courses of action were discussed. Mr. Schonfeld agreed to ask Dr. Bernstein if he was willing to attend a Board of Directors meeting with the view of dismissing the Waltons from the board and electing a new slate of directors.

9. On January 16, 2014, Mr. Schonfeld received a letter from Lenczner Slaght Royce Smith Griffin LLP, counsel to Dr. Bernstein. Attached as **Exhibit 'A'** is a copy of that letter. Dr. Bernstein advises in that letter that he did not consent to be a director on the board of MTCC 1037 and will not attend a directors' meeting.

10. We understand Dr. Bernstein's response in the circumstances, but it puts the Owners in a difficult position. MTCC 1037's by-laws (and, I understand, the Condominium Act as well) prevent the board from doing any business without at least three directors present at a meeting. Attached as **Exhibit 'B'** is a copy of MTCC 1037's by-laws and declaration. As such, the board is unable to conduct any business without Dr. Bernstein, Norma Walton or Ronauld Walton's cooperation. The owners can requisition a meeting of owners pursuant to the Condominium Act, but that process is cumbersome and only requires the board to call a meeting within 35 days (we have sent a requisition to the Waltons as well.)

11. We have made numerous requests for information and cooperation from Norma Walton, Ronauld Walton and the Rose & Thistle Group but have not been given satisfactory responses. Coincidentally, my office had been requesting an updated reserve fund study and other information about management of MTCC 1037 from the Rose & Thistle Group for September through November, 2013 (before we knew of any alleged mismanagement). Attached as **Exhibit 'C'** are copies of emails between the OLA's office manager Christine Hodge and the Rose & Thistle Group setting out those requests.

12. When the OLA learned of the dispute between Rose & Thistle Group and Dr. Bernstein we became increasingly anxious and demanded a board meeting and other information. I made further requests of the Rose & Thistle Group, and Norma Walton in particular on December 17, 2013 regarding the status of the reserve fund study and other issues. I did not receive a reply until January 16, 2014 when Norma Walton advised that she would call a meeting to deliver this information. Attached as **Exhibit 'D'** are copies of those emails.

13. Prior to issuing this application, our lawyer sent a draft of the notice of application with a covering letter to the Waltons. Norma Walton responded immediately and advised that the Waltons would call and attend a board meeting on February 13, 2014 and would deliver a reserve fund report and other information, and resign from the board at that time. Mrs. Walton also agreed to a court order requiring the Waltons to attend the meeting and resign. Attached as **Exhibit 'E'** are copies of that correspondence.

14. The OLA and the other Owners are willing to allow the Waltons until February 13, 2013 to hold the meeting. However the Owners do not want to pay any more condominium fees to MTCC 1037 in the interim. The Owners don't know anything about the account where that money is deposited and are concerned about mismanagement. The Owners have withheld their January condominium fees as a result. However, I understand that according to the Condominium Act the Owners will lose their right to vote in an owners' meetings if the Owners are more than 30 days late on paying their condominium fees. As such the Owners would like to set up a temporary trust fund to deposit those condominium fees until control of the board has been dealt with. We are requesting an order permitting the Owners to do so without losing our rights to vote.

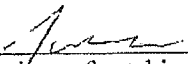
15. The Owners understand that there is some sort of property management agreement in place between MTCC 1037 and the Rose & Thistle Group, but don't know the particulars of the agreement, whether it is in writing or what Rose & Thistle entity it is with. The Owners need to ensure that that agreement is terminated as soon as possible and at the latest at

the February 13, 2014 meeting. Norma Walton has advised that the Waltons will agree to terminate that agreement at the board meeting.

SWORN before me at the City of
Toronto, in the Province of Ontario, this
23 day of January 2014.

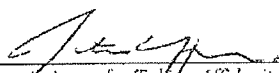


GEORGE HABIB



A commissioner for taking affidavits
Jonathan Griffiths

This is Exhibit "A" referred to in the Affidavit of George Habib
sworn January 23, 2014



Commissioner for Taking Affidavits (or as may be)
Jonathan Griffiths



130 Adelaide St W
Suite 2600
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15

January 16, 2014

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

Via E-mail

S. Harlan Schonfeld
SCHONFELD Inc. Receivers & Trustees
438 University Avenue, 21st Floor
Toronto, ON M5G 2K8

Dear Mr. Schonfeld:

RE: 18 Wynford Drive Toronto/Metropolitan Toronto Condominium Corporation 1037

Thank you for advising us that the Board of Directors of the 18 Wynford Condominium Corporation wishes to hold a meeting of directors later this week.

I am writing to advise you that our client Dr. Stanley Bernstein learned only through you that apparently Norma Walton had put his name forward to be appointed as a director of the Condominium Corporation.

Dr. Bernstein was unaware of this, had not ever consented to be a director of the Corporation, has not attended any meetings of the Corporation and does not acknowledge that he holds such a position.

To the extent that it is necessary to so indicate, I would ask that you forward to the directors of the Corporation this letter. To the extent that he has shown on the records of the Condominium Corporation as a director there was no authority for this to occur. Dr. Bernstein would deliver a Notice of Resignation if he were indeed a director with consent. As he is not he is merely advising that he has never held such a position and accordingly disavows any step purportedly taken on his behalf to appoint him as a director or sanction any decision, or step, of the Condominium Corporation in his name.

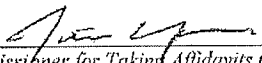
Yours very truly,



Peter Griffin

PHG/lc
cc: F. Myers
S. Roy

This is Exhibit "B" referred to in the Affidavit of George Habib
sworn January 23, 2014



Commissioner for Taking Affidavits (or as may be)
Jonathan Griffiths

D-349755

1799s

**DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT**

original

THIS DECLARATION is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1990, Chapter c.26, as amended and the regulations made thereunder.

BY: 618100 ONTARIO LIMITED

(hereinafter referred to as the "Declarant")

WHEREAS the Declarant is the owner in fee simple of the lands which are more particularly described in Schedule "A" hereto (the "Lands") and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act;

AND WHEREAS the Declarant has constructed upon the Lands, a Building containing 119 Commercial Units, 361 Parking Units and 2 Storage Units;

AND WHEREAS the Declarant intends that the Lands and interests appurtenant to the Lands, together with the Building shall be governed by the Act.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORY

Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

- (a) "Act" means the Condominium Act, R.S.O. 1990, c.26, as amended and the regulations made thereunder;
- (b) "Article", "Section", "Subsection" or "Paragraph" means the specified article, section, subsection or paragraph in this Declaration;
- (c) "Building" means the buildings, structures, improvements, facilities, amenities and other improvements constructed on the Lands;
- (d) "Commercial Units" means a part or part of the land included in the description, being units 1-15, inclusive on level 1, units 1-16, inclusive on Level 2, units 1-16, inclusive on Level 3, units 1-16, inclusive on Level 4, units 1-16, inclusive on Level 5, units 1-20, inclusive on Level 6 and units 1-20, inclusive on Level 7;
- (e) "Corporation" means a corporation created by the Act;
- (f) "Declarant" means 618100 Ontario Limited, its successors and assigns;
- (g) "Declaration" means this Declaration and all amendments thereto and all Schedules referred to herein;
- (h) "Lands" has the meaning ascribed to it in the first recital hereof;
- (i) "Parking Units" means a part or parts of the land included in the description, being units 1-108, inclusive on Level A, units 16-141, inclusive on Level 1, units 17-69, inclusive on Level 2, and units 17-90, inclusive on Level 3;

- 2 -

- (j) "Prime Rate" means the annual rate of interest announced or stated by the Canadian Imperial Bank of Commerce from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;
- (k) "Property" means the Lands and Building;
- (l) "Rules" means the rules passed by the board of directors of the Corporation from time to time;
- (m) "Storage Units" means a part or parts of the land included in the description, being units 109 and 110 on Level A; and
- (n) "units" means collectively the Commercial Units, the Parking Units and the Storage Units, and "unit" shall mean any one of the Commercial Units, Parking Units or the Storage Units.

Section 1.02 - Statement of Intention

The Declarant intends that the Lands as described in Schedule "A" and in the description, together with all interests appurtenant to the Lands and Building be governed by the Act.

Section 1.03 - Consent of Encumbrancers

The consent of all persons having registered encumbrances against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

Section 1.04 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

Section 1.05 - Common Interests and Common Expenses

Each owner shall have an undivided interest in the common elements as tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred per cent (100%).

Section 1.06 - Address for Service and Mailing

The Corporation's address for service and mailing address shall be:

849 Don Mills Road
Don Mills, Ontario
M3C 1W1

or such other address as may be determined by a resolution of the board.

ARTICLE 2 - COMMON EXPENSES

Section 2.01 - Specification of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

Section 2.02 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the board pursuant to the by-laws.

- 3 -

Section 2.03 - Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of common elements and assets of the Corporation; and

(b) No part of the reserve fund shall be used except for the purpose for which the funds were established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

Section 2.04 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with an estoppel certificate and accompanying statements and information in accordance with the Act. The Corporation shall forthwith provide the Declarant with an estoppel certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any unit, all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE 3 - COMMON ELEMENTSSection 3.01 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the by-laws and the Rules passed pursuant thereto, the owner of certain units shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

Section 3.02 - General Use

Each owner may make full use of, and has the right to occupy and enjoy the whole or any part of the common elements, subject to any provisions, conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws and Rules.

Section 3.03 - Restrictive Access

(a) Without the consent in writing of the board, no owner (other than the Declarant) shall have any right of access to those parts of the common elements used from time to time for a management office, utility areas, building maintenance, mechanical, electrical and telephone rooms on each level and on the roof, janitor closets, building maintenance, storage areas, managers' offices, operating machinery, hydro and water metres, sprinkler systems or any other parts of the common elements used for the care, maintenance or operation of the Property, or any part thereof. Provided, however, that this Section shall not apply to any mortgagee holding mortgages on at least thirty per cent (30%) of the units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its agent.

(b) No condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and the other units.

(c) Save as otherwise provided in this Declaration, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which it has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act and the Declaration.

(d) In the event, that at any time or times, title to all of the units on any level or levels of the Condominium (an

- 4 -

"Entire Floor") are held by one owner, such owner may, upon obtaining the written consent of the board, such consent not to be unreasonably withheld, but subject to the provisions of Article 8 herein, and subject to any other rights of access by the Declarant, the Corporation, any insurer or mortgagee as provided for in this Declaration, the Act or any by-laws or Rules, have the right, upon written notice to the Corporation, to prohibit access to other owners, their tenants, sub-tenants and customers and invitees to that portion of the common elements comprising the corridor used for the purpose of facilitating access to and egress from such Entire Floor (provided that nothing contained herein shall prohibit access to any utility area, mechanical, electrical and telephone rooms, sprinkler systems or any other parts of the common elements forming part of such Entire Floor used for the care, maintenance or operation of the Property or any part thereof). In the event the rights provided for herein are exercised by any owner the portions of the common elements so restricted shall, for the purposes of Section 5.01, and only Section 5.01, be treated as exclusive use common elements to the owner of the units on the level where access is so restricted. Any rights provided herein shall cease to exist immediately when an owner no longer retains or holds title to an Entire Floor.

Section 3.04 - Prohibited Activities

No owner shall carry on any activity or do any act upon or within the common elements, which would lead to a contravention by the Corporation or by other owners of any terms or provisions of any governmental statute, by-law, regulation or rule or of any subdivision, development, site plan or other agreement dealing with the development, construction, use and occupancy of the Building or the Property or which would require obtaining the consent or approval of any person pursuant to the terms of the aforesaid agreements.

Section 3.05 - Sales Office

Notwithstanding anything hereinafter provided to the contrary, and notwithstanding the Rules to the contrary, until such time that the Declarant has sold and transferred title to all units in this Condominium the Declarant shall have free and uninterrupted access and egress over the common elements and shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements and within or outside any unsold units, pursuant to the Declarant's ongoing marketing and/or sales program in respect of the Corporation, at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant, its sales staff, or its authorized personnel or agents shall, at their option, have the right to use any unsold Parking Units, which right shall cease forthwith upon the sale of all units owned by the Declarant in the Corporation.

Section 3.06 - Parking Units and Storage Units

Any owner of a Parking Unit, or Storage Unit or any tenant, assignee, subtenant or other permitted occupant, invitee or user thereof, who is not also coincidentally the Declarant or the Corporation or an owner, tenant, assignee, subtenant or other permitted occupant or invitee of a Commercial Unit owner shall only have the right to use and enjoy those parts of the common elements as comprise the underground level common element areas, the vehicular ramps and pedestrian stair cases leading to the street level and other common element areas as are necessary to gain access to and egress from such Parking Unit or Storage Unit which such person owns and/or enjoys and shall not have the right to use and enjoy any other common element areas of the Corporation.

Section 3.07 - Additions, Alterations and Improvements

- (a) The Corporation may, by a vote of owners who own eighty per cent (80%) of the units, make any substantial addition, alteration or improvement to or renovation of the common elements, or may make any substantial change in the assets of the Corporation.

- 5 -

- (b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration or improvement to or renovation of the common elements, or may make any other changes in the assets of the Corporation.
- (c) For the purposes of this Section 3.07 the board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements or any change in the assets of the Corporation is substantial.
- (d) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by this Declaration, the by-laws or Rules.
- (e) For the purposes of this Declaration, and for the purposes of regulating and managing the affairs of the Corporation and the Corporation's compliance with any provisions of the Act, the following shall not be considered additions, alterations, improvements to, or renovations of the common elements of the Corporation, namely:
- (i) the removal of a demising or partition wall in accordance with Section 4.06 of this Declaration;
 - (ii) any alteration, addition, change, improvement or renovation made within any unit, or any removal or replacement of partitions between units or between units and common elements (provided the provisions of this Declaration and the Act are complied with) or the alteration or removal of non-structural or non-load bearing walls, or any change within a unit which affects any servicing system which services any other unit owned by the same owner (provided the provisions of this Declaration and the Act are complied with).
- (f) Any owner may make or effect any minor installation, alteration or improvement to his unit, by way of the making of any repairs and replacement to any part of his unit, including to or by way of an installation or improvement to any servicing system serving his unit alone and which forms part of such unit, which to a minor degree encroaches, protrudes onto, encompasses any part of or otherwise touches upon the common elements provided that any such owner (except in the case of the Declarant who need not obtain the consent of the board, nor shall the Declarant be bound by the provisions of subsections 3.07 (i), (iii), (iv), (v), (vi), (vii), (viii) and (ix)) obtains the prior written consent of the board before undertaking any such construction, work or related activity and any such construction, work or related activity undertaken by any owner (except in the case of the Declarant as aforesaid) is carried out in full compliance with the reasonable requirements imposed by the board in connection therewith, including, without restricting the generality of the foregoing, the following requirements:
- (i) that copies of all plans and specifications are first delivered to it from a qualified architect or engineer licensed to practice in the Province of Ontario, showing in complete detail the proposed construction in the unit and illustrating in sufficient detail, the manner in which the common elements of the Corporation may be affected and the manner in which if so affected, they are to be repaired, or alternatively that the common elements of the Corporation are not affected;
 - (ii) that the owner in making the minor encroachment onto the common elements, complies with the provisions of all statutes, by-laws, Rules, regulations and

ordinances of any applicable governmental authority having jurisdiction;

- (iii) that the board, acting reasonably, is satisfied that the use made by other unit owners and/or the Corporation of the units and common elements will not be unduly or unreasonably altered, disturbed or interfered with by such minor encroachment onto the common elements and that such construction in the unit will not unduly affect the structural integrity of any unit or of the common elements nor will adversely interfere with the electrical, heating, or other mechanical fixtures, equipment or systems servicing other units or the common elements and in this regard the board may require the payment of a cash deposit or the posting of a letter of credit or other sufficient or satisfactory security to it, to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) that adequate measures are taken so that any noise, interference or vibration caused to any other owner arising from the construction in the unit is minimized to the greatest extent possible;
- (v) that such owner seeking to effect the construction in the unit agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, liabilities or liens which the Corporation may incur or suffer as a result of or in connection with such minor encroachment onto the common elements and agrees to execute such further assurances as the board may reasonably require in connection therewith;
- (vi) prior to the commencement of any construction, work or related activity, the owner shall take out and keep in full force and effect in the name of the owner and the Corporation, as and to the extent their respective interests may appear, public liability and property damage insurance including personal injury liability, contractual liability, products and completed operation liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the unit and the owner's use of the common elements, such coverage to include the activities and operations conducted by the owner and any other person on or within the unit and by the owner and any other person performing work on behalf of the owner and those for whom the owner is in law responsible in the Property or any part thereof. Such policies shall (i) be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 for bodily injury to any one or more persons, and property damage and (ii) contain a severability of interest clause and a cross liability clause. The owner shall prior to the commencement of any construction, work or related activity, deliver to the Corporation a certificate of such insurance;
- (vii) prior to the commencement of any construction, work or related activity, the owner shall provide the board with evidence satisfactory to the board that the said owner has obtained, at its expense, all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction;
- (viii) such owner shall pay to the Corporation, on demand, all fees or expenses charged or incurred by the Corporation, or any architect, surveyor, engineer or other consultant or professional it retains in order to review any of the aforesaid plans and specifications as referred to in this section 3.07(F);

- 7 -

- (ix) all of the said construction, work or related activity shall be performed at the sole cost and expense of such owner, by competent workmen, in a good and workmanlike manner, in accordance with the aforesaid plans and specifications.

Section 3.08 - Pets

No animal, livestock, fowl or any pet shall be kept upon any of the common elements, including those parts thereof of which any owner has the exclusive use.

ARTICLE 4 - UNITS

Section 4.01 - Occupation and Use

The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each unit shall be occupied and used only in accordance with and as permitted by the by-laws of the City of North York including compliance with any by-laws or regulations pertaining to the parking or storage of motor vehicles and otherwise in accordance with and as permitted by any statutes, regulations and rules of any governmental authority having jurisdiction and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant from completing the Building, maintaining units as models for display and sale purposes in the said development only and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.
- (c) If an owner other than the Declarant shall do or permit anything to be done or bring or keep anything upon or in the unit, or the common elements, including the exclusive use common elements so as to result in an increase in the premium rate of any policy of insurance placed by or on behalf of the Corporation, then after receipt of notice by the Corporation, such owner shall pay to the Corporation with his next monthly contribution towards common expenses, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this Section 4.01 are deemed to be additional contributions towards common expenses and are recoverable as such.
- (d) The owner of each unit shall comply and shall require all tenants, employees, invitees, licensees, and visitors of his unit to comply with the Act, this Declaration, the by-laws and the Rules.
- (e) Without the written consent of the board, no owner other than the Declarant shall make any structural change or structural alteration in or to any unit, and without limiting the generality of the foregoing, no change shall be made to any boundary wall, windows and doors forming part of the unit, load-bearing partition wall, beams and columns, floor, heating, air-conditioning, plumbing or electrical installations or facilities nor shall any change be made within any unit which affects any servicing system (whether to such owners unit or any other unit) or which interferes with the external or aesthetic appearances of the Building or make any change to an installation upon the common elements or make any change or alteration in or to any door, window, toilet, washbasin or sink, if any, forming part of or within a unit, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain. Any changes whether or not of a

- 8 -

nature requiring the approval of the board shall be made in accordance with the provisions of all relevant municipal and other governmental statutes, by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board, including without restricting the generality of the foregoing, with the following requirements:

- (i) that copies of all plans and specifications are first delivered to it from a qualified architect or engineer licensed to practice in the Province of Ontario showing in complete detail the proposed alteration, change or removal work and illustrating in sufficient detail, the manner in which any servicing equipment, apparatus or systems and any other unit and/or any portion of the common elements may be affected;
- (ii) that the owner in effecting such alteration, change or removal complies with the provisions of all statutes, by-laws, rules, regulations and ordinances of any applicable governmental authority having jurisdiction;
- (iii) that the board, acting reasonably, is satisfied that the use made by other unit owners and/or the Corporation of the units and common elements will not be unduly or unreasonably altered, disturbed or interfered with by such alteration or removal work, and that such work will not unduly affect the structural integrity of any unit or the common elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other units or the common elements and, in this regard, the board may require the payment of a cash deposit or that posting of a letter of credit or other sufficient or satisfactory security be made to it, to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) that adequate measures are taken so that any noise, vibration or interference caused to any other unit owners arising from the proposed alteration or removal work is minimized to the greatest extent possible;
- (v) that such owner seeking to effect such alteration or removal work agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, liabilities or liens which the Corporation may suffer or incur as a result of or in connection with such alteration or removal work and to execute such other and further assurances as the board may reasonably require in connection therewith;
- (vi) prior to the commencement of any alteration, or removal, work or related activity, the owner shall take out and keep in full force and effect in the name of the owner and the Corporation, as and to the extent their respective interests may appear public liability and property damage insurance including personal injury liability, contractual liability, products and completed operation liability, employers' liability and owners' and contractors' protective insurance coverage with respect to the unit and the owner's use of the common elements, such coverage to include the activities and operations conducted by the owner and any other person on or within the unit and by the owner and any other person performing work on behalf of the owner and those for whom the owner is in law responsible in the Property or any part thereof.

Such policies shall (i) be written on a comprehensive basis with inclusive limits of not less than \$1,000,000.00 for bodily injury to any one or more persons, and property damage and (ii) contain a severability of interest clause and a cross liability clause. The owner shall prior to the commencement of any alteration, or removal, work or related activity, deliver to the Corporation a certificate of such insurance;

(vii) that in the event the approval of the board is being sought to the installation of a partition or demising wall separating two units, that the wall or part thereof so constructed, is located in conformity to the location of boundaries between such unit or units and common elements as set forth in the description and such location and siting is verified in writing by an Ontario Land Surveyor and approved by the board with all cost or expense of same being borne by such owner or owners affecting such installation;

(viii) prior to the commencement of any such alteration or removal, work or related activity, the owner shall provide the board with evidence satisfactory to the board that the said owner has obtained, at its expense, all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction;

(ix) such owner shall pay to the Corporation, on demand, all fees or expenses charged or incurred by the Corporation, or any architect, surveyor, engineer or other consultant or professional it retains in order to review any of the aforesaid plans and specifications as referred to in this section 4.01(e);

(x) all of the said alteration or removal, work or related activity shall be performed at the sole cost and expense of such owner, by competent workmen, in a good and workmanlike manner, in accordance with the aforesaid plans and specifications; and

(xi) upon completion of any such alteration or removal, work or related activity, the owner, if requested by the Corporation, shall, at his sole cost and expense, deliver to the Corporation a certificate by a licensed architect or engineer certifying that the said alteration or removal, work or related activity has been completed in accordance with all plans and specifications approved by the Corporation pursuant to subsection 4(e)(1) herein.

(f) No animal, livestock or fowl, shall be kept or allowed in any unit.

(g) All glass door and window coverings, including without limitation blinds, shades and draperies, visible from the exterior and the lobby at the ground floor level must be one (1) inch brush aluminium, stainless steel, aluminium or pewter in colour and of standard material and design and shall comply with any further requirements established by the board from time to time. No change shall be made in the colour of any exterior glass, window, door or screen of any unit except with the prior written consent of the board.

(h) The owners shall be responsible at their own expense for the cleaning of their units provided that only the Corporation's contractors, agents or employees shall be allowed to perform such cleaning services at the time and in the manner designated by the board.

(i) All unit owners shall be restricted from using their unit as a restaurant or fast food facility other than the owners of Units 5, 6, 7 and 8 on Level 1 (the "Restaurant

Units"). Access to the Restaurant Units, will be made available at all reasonable times to the owners, their tenants, occupants, guests, invitees, employees and visitors and to the general public at large, however, hours of operation will be at the discretion of the owners of the Restaurant Units. Notwithstanding anything contained to the contrary herein, access after 6:00 p.m. to and from the Restaurant Units from the lobby of the Building may be restricted by the Corporation. Notwithstanding anything contained herein, in the event that the owner or owners of the Restaurant Units obtain title to or enter into a lease or agreement to lease any units on Level 1 contiguous to or adjacent to any of the Restaurant Units for the purposes of expanding or enlarging the use of such Restaurant Units as a restaurant or fast food facility (the "Acquired Restaurant Units") such Acquired Restaurant Units may also be used as a restaurant or fast food facility in conjunction with the other Restaurant Units as long as such Restaurant Units are used as a restaurant or fast food facility. If the Restaurant Units (including any Acquired Restaurant Units) are used mainly for any purpose other than as a restaurant or fast food facility then in such event any unit or units on Level 1 may then be used as a restaurant or fast food facility by the owners thereof provided that the owner of the Restaurant Units or Acquired Restaurant Units consents in writing to such use, which consent may be unreasonably or arbitrarily withheld.

(j) The following units shall be restricted from being used as a Medical Laboratory:

- Units 5, 6, 7, 8, 9, 11 and 12 on Level 1;
- Units 1, 3, 4, 5, 8, 11, 13 and 16 on Level 2;
- Units 3, 4, 5, 11, 13 and 16 on Level 3;
- Units 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13 and 16 on Level 4;
- Units 1, 2, 3, 4, 5, 13, 14, 15 and 16 on Level 5;
- Units 1, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 20 on Level 6;
- Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on Level 7.

(k) The following units shall be restricted from being used for the purposes of Diagnostic Imaging or as an X-Ray Laboratory:

- Units 5, 6, 7 and 8 on Level 1;
- Units 1, 4, 5, 8, 11 and 13 on Level 2;
- Units 3, 4, 5, 11, 13 and 16 on Level 3;
- Units 3, 4, 5, 7, 10, 11, 12 and 13 on Level 4;
- Units 1, 2, 3, 4, 5, 12, 13, 14 and 15 on Level 5;
- Units 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 on Level 6;
- Units 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17 and 19 on Level 7.

(l) The following units shall be restricted from being used for health-related services:

- Unit 6, Level 2;
- Unit 1, Level 3;
- Unit 8, Level 3;
- Unit 9, Level 3;
- Unit 10, Level 3;
- Unit 16, Level 3;
- Unit 2, Level 6;
- Unit 18, Level 6;

- 11 -

Unit 10, Level 7;
Unit 11, Level 7.

- (m) The following units shall be restricted from being used as a Medical Office:

Unit 6, Level 2;
Unit 7, Level 3;
Unit 8, Level 3;
Unit 9, Level 3;
Unit 10, Level 3;
Unit 16, Level 3;
Unit 2, Level 5;
Unit 1, Level 6;
Unit 2, Level 6;
Unit 18, Level 6;
Unit 2, Level 7;
Unit 10, Level 7;
Unit 11, Level 7.

Section 4.02 - Requirements for Leasing

- (a) Where the owner of a unit leases his unit, the owner shall forthwith notify the Corporation that the unit has been leased, and shall provide the Corporation with the lessee's name and the owner's address;
- (b) Where an owner leases his unit he shall cause his tenant to deliver to the Corporation an agreement signed by the Tenant to the following effect:

"I _____, covenant and agree that I, and my guests, employees, agents and our respective invitees, licensees and customers, from time to time, will, in using the unit leased, subleased or licensed by me and the common elements, comply with the Condominium Act, the Declaration, By-laws and Rules and Regulations of the Condominium Corporation, during the term of my tenancy.

In the event that I am notified in writing by the Condominium Corporation that the landlord/owner of the unit which I am leasing, subleasing or licensing is in default of payment of common expenses with respect to such unit, and said notice requires me, as tenant, to pay same to the Condominium Corporation. I hereby acknowledge and agree that I shall then forthwith pay to the Condominium Corporation the said outstanding amounts owing for common expenses, together with all outstanding interest accruing thereon pursuant to the provisions of the Declaration".

- (c) The owner shall forthwith further furnish the board with an executed copy of the lease, sublease or license in question and with his own forwarding address and telephone number from time to time and the name and telephone number of the tenant.
- (d) Any owner leasing, or licensing his unit shall not be relieved thereby from any of his obligations with respect to the unit or pursuant to the Act, which shall be joint and several with his tenant, or licensee.

Section 4.03 - Sale or Lease of Parking Units and Storage Units

Any of the Parking Units or Storage Units may, at any time, be sold, transferred, leased, licensed or otherwise conveyed by the Declarant either separately or in combination with other units. Any such sale, transfer, lease, licence or other conveyance made by the Declarant can be made to any person, firm or corporation who need not coincidentally be an owner or tenant of a unit.

Section 4.04 - Occupation and Use of Parking Units and Storage Units

- (a) (i) Notwithstanding anything contained to the contrary in this Declaration, each Parking Unit shall be

- 12 -

occupied and used only for motor vehicle parking purposes, in strict accordance with the Rules of the Corporation in force from time to time, and without restricting any wider definition of motor vehicle as may be hereafter imposed by the board, "Motor Vehicle" shall include a private passenger automobile, a station wagon, a motorcycle or a van. Each owner of a Parking Unit shall maintain its Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Units.

- (ii) The Parking Units are subject to a right of access over, along and upon such Parking Units at all times when necessary in favour of the Corporation, its servants, agents and employees for purposes of ingress to and egress from mechanical, sprinklers, electrical, storage and service areas and equipment and for the carrying out of any maintenance or repair work.
- (iii) The provisions of this section 4.04(a) shall apply *mutatis mutandis* to those exclusive use portions of the common elements relating to parking spaces shown on Schedule "F" hereto.
- (b) Notwithstanding anything contained to the contrary in this Declaration, no Storage Unit shall be used or occupied for the storage of inflammable oils or other inflammable, toxic, dangerous or explosive materials by the owner thereof and shall otherwise be subject to such Rules as the board may from time to time enact. The board may from time to time restrict the categories of material that may be stored in each Storage Unit. Each owner of a Storage Unit shall maintain the Storage Unit in a clean and slightly condition. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Unit which right shall continue until such time as all Commercial Units and Storage Units have been transferred by the Declarant.

Section 4.05 - Signs

- (a) No sign or signs shall be permitted to be erected by any unit owner advertising or indicating to the public the trade or business name of the owner or occupant of the unit unless such signs are in the location and are of a size and type as permitted by the by-laws and Rules of the Corporation and the municipal by-laws and municipal agreements applicable to the Property and are erected within the location approved, in writing, by the board, which approval may be unreasonably and arbitrarily withheld. No sign or signs advertising the unit for sale or lease shall be permitted to be erected by any unit owner anywhere within the unit or on the common elements.
- (b) All signs must be installed and maintained in conformity with any applicable provisions of this Declaration, the by-laws or Rules of the Corporation.
- (c) Notwithstanding the provisions of Section 4.05 (a), any existing signs on the Property, as of the date hereof, advertising or indicating to the public the trade or business name of occupants of Commercial Units shall be deemed to have been approved by the board and shall be allowed to remain in their present location during the tenure of such occupant, its successors and assigns in such Commercial Units.
- (d) Notwithstanding the provisions of Section 4.05 (a), the Declarant shall be permitted, without the approval of the board, to authorize the erection or affixation of a "building signature" sign, including all sign boxes, facings and lighting, or pylon sign, of such size and dimensions and in such location, all on the exterior of the Building, and any other interior signs, as the Declarant

deems appropriate, or anywhere on the Property, being part of the common elements, advertising or indicating to the public the trade or business name of any owner or occupant.

Section 4.06 - Removal of Partition Walls

Notwithstanding any provision in the Declaration to the contrary, and provided all pertinent provisions of the Act are complied with, any owner may remove all or any portion of any demising or partition wall which is not a load bearing or structural wall, and which separates and forms part of two adjoining units which are or will be owned by the same party or parties, and provided that any provisions or conditions imposed by the board are fully complied with by such owner, including without restricting the generality of the foregoing all of the provisions of Section 3.07(f)(1)-(ix). In removing all or any portion of any such demising or partition wall as aforesaid no owner shall remove any fire protection around any steel columns in the building.

Section 4.07 - Payment of Costs being the Unit Owner's Responsibility

Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, each of the owners shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the following:

- (i) the cost of maintaining and repairing all mechanical, electrical, heating, cooling and refrigeration equipment, fixtures and systems, and all appurtenances thereto, which provide or monitor heat, air conditioning or refrigeration service exclusively to his unit (regardless of whether such equipment, fixtures or systems lie within or beyond the boundaries of such unit, as monumented in Schedule "C" of this Declaration); and
- (ii) the cost of all water, hydro, electric and/or gas consumption to his unit.

It is understood that the foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which an owner is directly responsible and is given without restricting or limiting in any manner the various costs or expenses for which an owner will be directly responsible pursuant to the Act or other provisions of this Declaration. Forthwith following the Corporation's receipt of any bulk utility bill, the Corporation shall issue and submit its own separate invoice to each of the owners, reflecting each owners proportionate share of the bulk utility bill consumed by such owner determined or established pursuant to the reading taken by or on behalf of the Corporation. Each owner shall be obliged to pay to the Corporation his proportionate share of the bulk utility bill with his next monthly contribution towards common expenses. All payments pursuant to this paragraph are deemed to be additional contributions towards common expenses and are recoverable as such.

The Corporation may issue and submit its own separate invoice to the owner or owners of Units 5, 6, 7 and 8 on Level 1, reflecting the owners' proportionate share or, as the case may be, the aggregate share of any bulk utility bill for any utility consumed by each such unit or units determined or established pursuant to the reading taken by or on behalf of the Corporation by check or consumption meters appurtenant to each such unit or units. Each owner shall be obliged to pay to the Corporation its proportionate share of the bulk utility bill with its next monthly contribution towards common expenses. All payments pursuant to this paragraph are deemed to be additional contributions towards common expenses and are recoverable as such.

In the event the Corporation, acting reasonably, determines that any owner's consumption of any utility under a bulk utility is disproportionate to the consumption of any such utility by other unit owners, the Corporation may request that such owner, at such owner's sole cost and expense, install a consumption or check meter appurtenant to its unit and the Corporation shall invoice such owner

for the utility consumed by such owner based on the reading taken by or on behalf of the Corporation of the consumption or check meter so installed. In the event any owner after being requested by the Corporation to install such consumption or check meter fails or refuses to do so, the Corporation shall have the right to estimate the amount of any such utility disproportionately consumed by such owner and invoice such owner for such amount accordingly. All payments pursuant to this paragraph are deemed to be additional contributions towards the common expenses and are recoverable as such.

ARTICLE 5 - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance of Unit by Owner

Each owner shall maintain his unit, and the exclusive use areas of the common elements, and subject to the provisions of the Act and of this Declaration, each owner shall repair his unit and the exclusive use areas of the common elements after damage, all at his own expense. Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit. Notwithstanding that they may be part of the common elements, each owner shall maintain the interior surfaces of doors which provide means of ingress and egress from the unit owned by such owner and interior surfaces of all windows.

Section 5.02 - Corporation May Make Repairs

The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time or in an emergency situation such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with this Declaration; and in such an event or events, an owner shall be deemed to have consented to have repairs done to his unit by the Corporation, and shall also consent to any enforcement of this Declaration by the Corporation. All payments incurred by the Corporation pursuant to this paragraph are deemed to be additional contributions towards common expenses and are recoverable as such.

Section 5.03 - Repairs and Maintenance of Common Elements by the Corporation

Subject to the provisions of the Act, the Corporation shall repair and maintain the common elements, including repairs and maintenance to all windows and all doors which provide the means of ingress to and egress from a unit, but the Corporation shall not be responsible for the maintenance of those parts of the common elements which are required to be maintained by an owner pursuant to Section 5.01 hereof. Furthermore, where there is any default by any unit owner pursuant to the terms of Section 3.07(d) hereof, then the Corporation may reinstate the common elements to the same condition as the common elements existed prior to the unauthorized alteration, work, repair, decoration, painting, or maintenance and all costs of reinstatement including any legal costs shall be reimbursed by the defaulting unit owner forthwith upon demand and if not so done may be collected in the same fashion as provided for in Section 5.02 hereof together with interest as therein provided for.

Section 5.04 - Further Maintenance

The Corporation shall further maintain, repair, replace and regulate or adjust the heating, air-conditioning and ventilation equipment, including without limitation all thermostatic controls (notwithstanding that such equipment has been installed for the sole benefit of a unit or is situate wholly within a unit), such maintenance to also include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections, to be determined by the board and for the purposes of this subsection the Corporation shall have access to any unit.

ARTICLE 6 - INSURANCE

Section 6.01 - By the Corporation - The Corporation shall obtain and maintain the following insurance:

- (a) Insurance against major perils and such other perils as the board may from time to time deem advisable, insuring the Property but excluding improvements and betterments made or acquired by an owner. Insurance on the Property shall be in an amount equal to the full replacement cost thereof, without deduction for depreciation but otherwise may be subject to a loss deductible clause as determined by the board from time to time, which deductible shall be the responsibility of the Corporation in the event of a claim.
- (b) Personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners in an amount equal to the replacement cost of such personal property, without deduction for depreciation but otherwise may be subject to a loss deductible clause as determined by the board from time to time, which deductible shall be the responsibility of the Corporation in the event of a claim. Every policy of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:
 - (i) waivers of subrogation against the Corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
 - (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
 - (iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the board, but not less than TWO MILLION DOLLARS (\$2,000,000.00) and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.
- (d) Insurance against the Corporation's liability arising from the ownership, use of occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required, as the board may from time to time deem advisable.

6.02 - General Provisions

By the Owner - It is acknowledged that the foregoing insurance as described in Section 6.01 is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and

chattels of the owner contained within his unit and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

ARTICLE 7 - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

Section 7.01 - Insurance Trust Agreement

The Corporation shall enter into an agreement (the "Insurance Trust Agreement") with an insurance trustee (the "Insurance Trustee") which shall be a Trust Company registered under the Loan and Trust Corporation Act, or shall be a Chartered Bank, which agreement shall, without limiting the generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of TEN THOUSAND (\$10,000.00) DOLLARS payable to the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

ARTICLE 8 - RIGHTS OF ENTRY

Section 8.01 - Rights of Entry

- (a) The Corporation, or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice to perform the objects and duties of the Corporation and without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs and replacements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, for the purpose of complying with any governmental statutes, regulations, by-laws, rules or ordinances, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of

- 17 -

repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.

- (c) If an owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the by-laws.
- (e) The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

ARTICLE 9 - RECOVERIES

Section 9.01 - Recovery of Costs

An owner shall reimburse the Corporation in full for the cost of enforcement of or compliance with any provision of this Declaration or the Act against any particular owner, including any legal or collection costs incurred by the Corporation and all such sums of money shall bear interest at the Prime Rate plus 5%, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions toward the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

Section 9.02 - Liability of Unit Owner

Each owner of a unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent that such expense is not met by the proceeds of any policy of insurance carried by the Corporation. Nothing herein contained however shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

Section 9.03 - Rights are Cumulative

All rights, remedies and privileges granted to the Corporation, or its agents, or any owner of a unit, pursuant to any terms, provisions, covenants or conditions of the Act, the Declaration, the by-laws or Rules of the Corporation shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party hereunder or under the Act, the by-laws or Rules or at law or in equity.

ARTICLE 10 - INDEMNIFICATION

Section 10.01

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his

tenants, customers, guests, invitees or licensees to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and are recoverable as such.

ARTICLE 11 - MISCELLANEOUS

Section 11.01 - Notice of Future Sale Provided by Unit Owners

Every owner (save and except for the Declarant) shall at least 15 days prior to marketing his unit or offering same for sale to the public (other than to a member of his family or to a party who is designated under the Income Tax Act (Canada) as being a related person to such owner), notify the Corporation in writing of his intention to sell his unit as aforesaid.

Section 11.02 - Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 11.03 - Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws or any other Rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter nor be deemed to abrogate or waive any such provision.

Section 11.04 - Construction of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

Section 11.05 - Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

Section 11.06 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an owner (if an individual, by giving same to him, or if a Corporation, by giving same to any director or officer of the owner) either personally or by ordinary mail, postage prepaid, addressed to the owner at the address for service given by the owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such owner at his respective unit;
- (b) to a Mortgagee who has notified the Corporation of his interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by delivery or ordinary mail, postage prepaid; and
- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally or by

ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 5th business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by giving notice to the Corporation in the manner as aforesaid.

Section 11.07 - Schedules

The following are the schedules attached to and incorporated in this Declaration by reference and are deemed to be a part hereof:

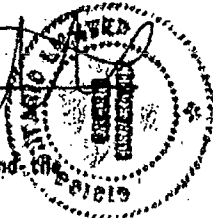
- Schedule "A" - Legal Description of Lands
- Schedule "B" - Consent of Mortgagee
- Schedule "C" - Unit Boundaries
- Schedule "D" - Common Interest Proportions
- Schedule "E" - Specification of Common Expenses
- Schedule "F" - Exclusive Use Portions of the Common Elements

DATED at Toronto, this 6th day of October, 1992.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf.

618100 ONTARIO LIMITED

Per: *[Signature]*
Name: Y. Eves
Title: Secretary



I have authority to bind the Corporation.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

BY-LAW NO. 1

BE IT ENACTED AS By-law No. 1 of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037 (hereinafter referred to as the "corporation") as follows:

ARTICLE I

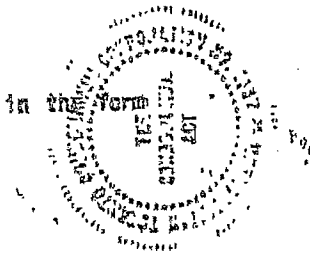
DEFINITIONS

1.01 All words used herein which are defined in the Condominium Act, R.S.O. 1990, Chapter 26, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II

SEAL

2.01 The corporate seal of the corporation shall be in the form impressed hereon.



ARTICLE III

MEETINGS OF OWNERS

3.01 Persons entitled to be present - The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register and the spouses of such owners, and any others entitled to vote thereat and the auditor and accountants of the corporation, the directors and officers of the corporation, the solicitors of the corporation, and a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the declaration and by-laws of the corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

3.02 Right to vote - Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the record as an owner or has given notice to the corporation, in a form satisfactory to the Chairman of the meeting that he is an owner. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.

3.03 Conduct of meetings and method of voting - At any general or special meeting, the President of the corporation or failing him, the Vice-President, or, failing him, some person elected at the meeting, shall act as Chairman of the meeting, and the secretary of the corporation shall act as Secretary of the meeting or, failing him, the Chairman, shall appoint a Secretary. Any questions shall be decided by a show of hands unless a poll is required by the Chairman or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried, or carried by a particular majority, or

-2-

not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairman shall direct.

3.04 Representatives - An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner.

3.05 Adjournment of meeting - The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE IV

THE CORPORATION

4.01 Duties of the corporation - The duties of the corporation shall include but shall not be limited to the following:

- (a) controlling, managing and administration of the units and of the common elements and assets of the corporation;
- (b) collection of common expense contributions;
- (c) arranging for the supply of heat, electricity, water, and other utilities to the property except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the corporation. If any apparatus or equipment used in effecting the supply of heat, electricity, water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act and by-law;
- (e) repairing and restoring of the common elements;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the corporation;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the owners and mortgagees;
- (h) preparation of an estimated budget in accordance with Article X hereof;
- (i) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;

-X-

- (j) establishing and maintaining one or more reserve funds;
- (k) effective compliance with the Act, the declaration, the by-laws and the rules from time to time.

4.02 Powers of the corporation - The powers of the corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the board to perform such duties and services as the board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- (e) investing reserve funds, provided that such investment shall be permitted by The Trustee Act, Revised Statutes of Ontario, 1980, Chapter 512, and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) to settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the corporation;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure that due and continued operation, of the property in accordance with the declaration and by-laws and to secure any such loan by mortgage, pledge or charge of any assets of the corporation, and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan in excess of FIVE THOUSAND DOLLARS (\$5,000.00) by the owners at a meeting duly called for that purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the corporation at such price, on such terms, and in such manner as the corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing.

ARTICLE V

BOARD OF DIRECTORS

5.01 The affairs of the Corporation shall be managed by a board of directors.

5.02 Quorum - The number of directors elected by the declarant shall be three (3), who shall hold office until their successors are elected at a meeting of owners called after the declarant ceases to be the registered owner of a majority of the units. At such meeting

-X-

of owners, the number of directors to be elected shall be five (5) and, thereafter, the number of directors of the corporation shall be five (5), until the owners elect their directors at the meeting called after the declarant ceases to be the registered owner of a majority of the units, a quorum for the transaction of business at any meeting of the board shall be two (2) and, after the election of five (5) directors, a quorum for the transaction of business at any meeting of the board shall be three (3). Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

5.03 Qualifications - A director shall be deemed to have tendered his resignation, when his unit is in default of payment of common expenses for a period of sixty (60) days or more.

5.04 Election and Term - The three (3) directors elected by the declarant shall hold office until their successors are elected at a meeting of owners called after the declarant ceases to be the registered owner of a majority of the units. At such meeting of owners, in accordance with the number of votes cast for each director, one director shall be elected to hold office until the first annual meeting following the date of his election; two directors shall be elected to hold office until the second annual meeting following the date of their election; and two directors shall be elected to hold office until the third annual meeting following the date of their election. Where the board is elected by acclamation, the members at the meeting shall determine the distribution of terms.

Directors may continue to act until removed or until their successors are elected and, at each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term expiring at the time of the third annual meeting following the date of their election; provided that any director elected to fill a vacancy created by the resignation or other removal of a director shall be elected at the next annual meeting of the owners to complete the unexpired term of the director whom they are replacing.

5.05 Calling of Meetings - Meetings of the board shall be held when called by the President or any two directors. Notice of any meeting shall be given to each director either personally, not less than forty-eight (48) hours before the time when the meeting is to be held, or by ordinary mail, or by leaving the notice at the address of the director not less than five (5) days before the day the meeting is to be held. No notice of a meeting shall be necessary if all the directors are present and consent to the holding of the meeting or if those absent waive notice of or otherwise signify in writing their consent to the holding of the meeting.

5.06 Regular Meetings - The board may appoint a time and a place for regular meetings. A copy of any resolution of the board fixing such time and place shall be sent to each director and no further notice shall be required for any such meetings.

5.07 Indemnity of Directors and Officers - Every director and officer of the corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the corporation from and against:

- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the corporation;

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

A BY-LAW RESPECTING THE BORROWING OF MONEY, THE ISSUE OF SECURITIES AND THE SECURING OF LIABILITIES BY THE CORPORATION

Be it enacted as a by-law of the Corporation as follows:

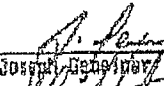
The directors of the Corporation may from time to time:

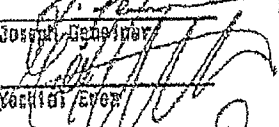
- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, to secure any obligation of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; and
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation.


Provided that any borrowing of money in an amount in excess of ten (10) per cent of the annual common expenses in any one year or for any one occurrence shall require the approval of owners that own a majority of the units, at a meeting duly called for such purpose.

The foregoing By-Law No. 2 of the Corporation is hereby passed by the directors of the Corporation pursuant to the provisions of the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the directors.

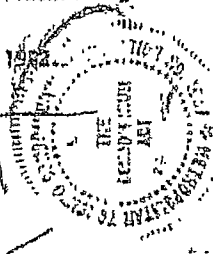
DATED at Toronto, this 28th day of October, 1992.



 Joseph Desautels


 Yachiel Erez



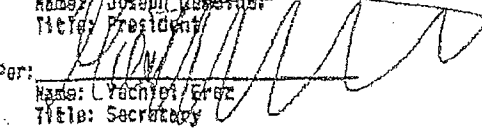
 Kamal Kapur



The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 2 of the said Corporation and signed by all of the directors of the said Corporation, as By-law No. 2 hereto, pursuant to the provisions of the said Condominium Act on the 28th day of October, 1992.

DATED the 28th day of October, 1992.

518100 ONTARIO LIMITED

Per: 
 Name: Joseph Desautels
 Title: President
 Per: 
 Name: Yachiel Erez
 Title: Secretary

We have authority to bind the Corporation.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

BY-LAW NO. 3

BE IT ENACTED AS By-Law No. 3 of Metropolitan Toronto Condominium Corporation No. 1037 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter into an Insurance Trust Agreement in the form of Agreement annexed hereto as Schedule "A".
2. That all terms, provisions and conditions set out in the Insurance Trust Agreement including, without limitation, all covenants and agreements made by or on behalf of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Insurance Trust Agreement together with all other documents or instruments which are ancillary to the Insurance Trust Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law No. 3 of the Corporation is hereby passed by the directors of the Corporation pursuant to the provisions of the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the directors.

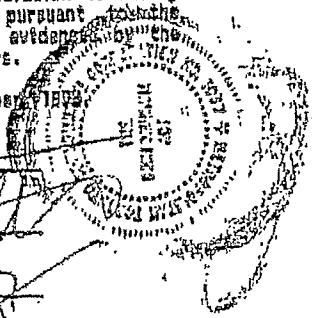
DATED at Toronto, this 28th day of October, 1992.

Joseph Cassin

 Joseph Cassin
Yechiel Erez

 Yechiel Erez
Kanwal Kapur

 Kanwal Kapur



The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 3 of the said Corporation and signed by all of the directors of the said Corporation, as By-Law No. 3 hereto, pursuant to the provisions of the said Condominium Act on the 28th day of October, 1992.

DATED the 28th day of October, 1992.

GIDCO ONTARIO LIMITED

Per: *Joseph Cassin*

 Name: Joseph Cassin
 Title: President

Per: *Yechiel Erez*

 Name: Yechiel Erez
 Title: Secretary

We have authority to bind the Corporation.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1037

BY-LAW NO. 4

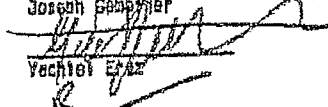
BE IT ENACTED AS By-Law No. 4 of Metropolitan Toronto Condominium Corporation No. 1037 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter into a Management Agreement in the form of Agreement annexed hereto as Schedule "A".
2. That all terms, provisions and conditions set out in the Management Agreement including, without limitation, all covenants and agreements made by or on behalf of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Management Agreement together with all other documents or instruments which are ancillary to the Management Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law No. 4 of the Corporation is hereby passed by the directors of the Corporation pursuant to the provisions of the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the directors.

DATED at Toronto, this 28th day of October, 1992.


Joseph Gemainer

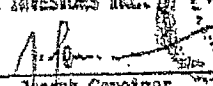

Yechiel Eraz


Sankar Kapur

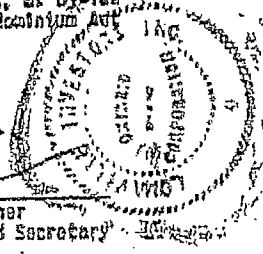
The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law No. 4 of the said Corporation and signed by all of the directors of the said Corporation, as By-Law No. 4 hereto, pursuant to the provisions of the said Condominium Act on the 28th day of October, 1992.

DATED the 28th day of October, 1992.

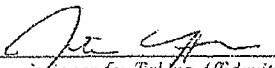
LOWVILLE INVESTORS INC.

Per: 
Name: Joseph Gemainer
Title: President and Secretary

I have authority to bind the Corporation.



This is Exhibit "C" referred to in the Affidavit of George Habib
sworn January 23, 2014



Commissioner for Taking Affidavits (or as may be)
Jonathan Griffiths

Daniel McConville

From: Christine Hodge <chodge@on.lung.ca>
Sent: November-25-13 3:21 PM
To: Suresh Naraine
Subject: FW: Condo Reserve Study and a few other things
Attachments: image001.jpg; image002.jpg; image003.png; image004.png

FYI

Christine Hodge
Ext. 231

From: Samantha Slemko [mailto:sslemko@roseandthistle.ca]
Sent: Monday, November 25, 2013 2:45 PM
To: Christine Hodge
Subject: RE: Condo Reserve Study and a few other things

Hi Christine,

I have just been advised that the reserve fund study is expected next month.

I have not been able to get an update from Norma as to when the next board meeting will be but as soon as I do I will be in touch.

Regards,

Samantha

Samantha Slemko
Senior Property Manager
THE ROSE AND THISTLE GROUP LTD.
30 Hazelton Avenue
Toronto, Ontario
Canada
M5R 2E2
Tel: (416) 489-9790 ext. 226
Fax: (416) 489-9973
www.roseandthistlegroup.com<<http://www.roseandthistlegroup.com/>>

The Rose and Thistle Group Ltd. is a privately held asset management company that is the parent company of Rose and Thistle Properties, Rose and Thistle Construction, Rose and Thistle Homes, Rose and Thistle Media, Plexor Plastics Corp., Handy Home Products Inc., Palmer Productions Inc., Corporate Communications Interactive Inc., Urban Amish Interiors Inc., Loft Raum Inc. and is affiliated with the law firm of Walton Advocates.

From: Christine Hodge [mailto:chodge@on.lung.ca]
Sent: Friday, November 22, 2013 11:38 AM

To: Samantha Slemko
Subject: RE: Condo Reserve Study and a few other things

Hello Samantha,

Please provide an update on when we can expect to see the completed condo reserve study.

We would also like an update on the next board meeting and if you have spoken with Norma who would call such a meeting.

Thank you,

Christine Hodge
Ext. 231

From: Samantha Slemko [mailto:sslemko@roseandthistle.ca]
Sent: Monday, September 09, 2013 4:50 PM
To: Christine Hodge
Subject: RE: Condo Reserve Study and a few other things

Hi Christine,

My apologies as I read your email to say this is the latest copy you have, thought there was an attachment.

As mentioned the latest reserve fund study is underway and there were site visits in late June but I haven't been able to get a firm on when we can expect the final. I will let you know as soon as I hear.

The board met last in December 2011 and I will touch base with Norma who is the one who would be calling for a meeting.

We are working on the directional fire exit signage and hope to have this up within the month. We are not mandated to have fire drills in the building but with the signage and the building having the same floor plate on each level tenants will be very clear on the emergency exit procedures.

As soon as I have more details I will be in touch.

Samantha

Samantha Slemko
Senior Property Manager
THE ROSE AND THISTLE GROUP LTD.
30 Hazelton Avenue
Toronto, Ontario
Canada
M5R 2E2
Tel: (416) 489-9790 ext. 226
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From: Christine Hodge [mailto:chodge@on.lung.ca]
Sent: Monday, September 09, 2013 2:39 PM
To: Samantha Slemko
Subject: RE: Condo Reserve Study and a few other things

Hi,

I had questions but there was no mention of an attachment.

Christine Hodge
Ext. 231

From: Samantha Slemko [mailto:sslemko@roseandthistle.ca]
Sent: Monday, September 09, 2013 2:34 PM
To: Christine Hodge
Subject: RE: Condo Reserve Study and a few other things

There was no attachment Christine?

Samantha Slemko
Senior Property Manager
THE ROSE AND THISTLE GROUP LTD.
30 Hazelton Avenue
Toronto, Ontario
Canada
M5R 2E2
Tel: (416) 489-9790 ext. 226
Fax: (416) 489-9973
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From: Christine Hodge [mailto:chodge@on.lung.ca]
Sent: Monday, September 09, 2013 2:17 PM
To: Samantha Slemko
Subject: Condo Reserve Study and a few other things

Good afternoon Samantha,

I just want to confirm that the last reserve study done was in 2008, this is the copy that we have. Our understanding is that Reserve Fund studies are mandated to be completed every 2-3 years. We need to know if one is underway or there is a scheduled date for one to begin. I know you said you followed up in your message of August 26th but we need an answer.

We also have a seat on the Condo board but have not received any notification of meetings, minutes, etc. How often does the board meet and when is the next meeting? Do we need to speak with the person at Rose and Thistle who arranges these board meetings?

Our Health and Safety Committee are again asking about fire drills and procedures for this building. . When can we expect to see the procedures finalized and distributed to tenants and owners?

Finally, Emergency exit notification is mandated by the City and there is no posting by the elevators or exit doors on the floors here. When can expect to see this posted?

Thank you,

Christine Hodge
Office Manager
The Lung Association
18 Wynford Drive, Suite 401
Toronto, ON M3C 0K8
telephone: (416) 864-9911, ext 231
facsimile: (416) 864-9916
e-mail: chodge@on.lung.ca

Manage your lung condition this summer season.

[cid:image001.jpg@01CE669E.D672D980]<<https://www.on.lung.ca/lung-health-check-summer-2013>>

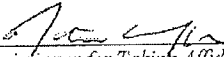
Questions about lung health? We're here to help. Call 1-888-344-LUNG (5864) When you can't breathe, nothing else matters TM

[Description: cid:image001.jpg@01CC2049.CB0EFBC0]<<http://www.facebook.com/pages/Ontario-Lung-Association/116398045064425?ref=ts>> [Description:

cid:image002.png@01CC2049.CB0EFBC0]<<http://www.twitter.com/ontariolung>> [Description: you-tube20]

<<http://www.youtube.com/user/ONLungAssociation>>

This is Exhibit "D" referred to in the Affidavit of George Habib
sworn January 23, 2014



Commissioner for Taking Affidavits (or as may be)
Jonathan Griffiths

Daniel McConville

From: Norma Walton <nwalton@roseandthistle.ca>
Sent: January-16-14 6:38 PM
To: George Habib
Cc: Suresh Naraine; Danny Chou; Mark Goldberg; Jonathan Griffiths; Tom Trklja
Subject: RE: Urgent attention required - Affairs at 18 Wynford Drive

Dear George,

Thank you for your note. We will have MTCC 1037's audited 2011 and 2012 financial statements along with the updated reserve fund study at our next meeting. We are proposing to hold that meeting in February. Please advise availability for the following dates and times:

Thursday February 13th at noon
 Thursday February 20th at noon
 Tuesday February 25th at noon
 Thursday February 27th at noon

Tom Trklja of our offices will send out the official notices once you have confirmed which date is most convenient for you.

Thanks,
 Norma

-----Original Message-----

From: George Habib [mailto:ghabib@on.lung.ca]
Sent: Tuesday, December 17, 2013 12:00 PM
To: Norma Walton
Cc: Suresh Naraine; Danny Chou; Mark Goldberg; Jonathan Griffiths
Subject: Re: Urgent attention required - Affairs at 18 Wynford Drive

Norma Jonathan Griffiths and I want a condo directors meeting before the holidays. Your cooperation would be much appreciated.

This together with the documentation we have requested will be helpful in reporting back to our Board of Directors on the status of the building and condo reserves as well as overall financial health of the building, maintenance etc

Regards
 George

Sent from my iPhone

> On Dec 17, 2013, at 12:43 AM, "Norma Walton" <nwalton@roseandthistle.ca> wrote:
 >
 > Yes, we will put this together to you.
 >
 > Regards,
 > Norma
 >
 > -----Original Message-----
 > From: Suresh Naraine [mailto:SNaraine@on.lung.ca]
 > Sent: Thursday, December 12, 2013 8:27 PM
 > To: Norma Walton
 > Cc: George Habib; Danny Chou; Mark Goldberg

> Subject: Re: Urgent attention required - Affairs at 18 Wynford Drive

>
> Given the recent article in the National Post, we are a bit concerned. In the interim, can you provide us with the most recent financial statement and last month's Bank Statement.

>
> Suresh

>
> Sent from my iPad

>> On Dec 12, 2013, at 8:16 PM, "Norma Walton" <nwalton@roseandthistle.ca> wrote:

>>
>> Dear Suresh,

>>
>> You have our deepest apologies. Things at our end have been beyond busy.

>>
>> Both the financial statements and the updated reserve fund study will be completed by the end of January. Please advise your availability for a meeting in late February, early March to give time for review ahead of the meeting.

>>
>> Thanks,
>> Norma

>>
>> Norma Walton B.A., J.D., M.B.A.
>> THE ROSE AND THISTLE GROUP LTD.
>> 30 Hazelton Avenue
>> Toronto, Ontario, Canada M5R 2E2
>> Tel: (416) 489-9790 Ext. 103
>> Fax: (416) 489-9973

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>> www.roseandthistlegroup.com

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>> The Rose and Thistle Group Ltd. is a privately held asset management company that is the parent company of Rose and Thistle Properties, Rose and Thistle Construction, Rose and Thistle Homes, Rose and Thistle Media, Plexor Plastics Corp., Handy Home Products Inc., Palmer Productions Inc., Corporate Communications Interactive Inc., Urban Amish Interiors Inc., Loft Raum Inc. and is affiliated with the law firm of Walton Advocates.

>> -----Original Message-----

>> From: Suresh Naraine [mailto:SNaraine@on.lung.ca]

>> Sent: Thursday, December 12, 2013 8:09 PM

>> To: Norma Walton

>> Cc: George Habib; Danny Chou

>> Subject: Urgent attention required - Affairs at 18 Wynford Drive

>>

>> I am writing to convey our deep concern regarding affairs at 18 Wynford Drive. As per our original purchase agreement, the Ontario Lung Association has representation on the Condominium Board with one Director. To date we have not been notified of any meeting of the Board. Also we have not received any Financial Statements and further the Condo Reserve Fund Study that was scheduled to be completed this year remains outstanding.

>>
>> We are therefore formally requesting that all outstanding Financial Statements be sent to us immediately along with a plan detailing the timing of the Reserve Fund Study. We are also requesting that a meeting of the Condo Board be called immediately.

>>
>> Urgently waiting your prompt response

>>

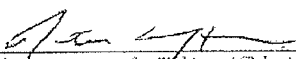
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>> Suresh Naraine
>> CFO & Corporate Secretary
>> Ontario Lung Association
>> Tel: 416-864-9911 ext. 263

>>

>>
>>
>> Sent from my iPad

This is Exhibit "E" referred to in the Affidavit of George Habib
sworn January 23, 2014



Commissioner for Taking Affidavits (or as may be)

Jonathan Griffiths

Daniel McConville

From: Norma Walton <nwalton@roseandthistle.ca>
Sent: January-20-14 4:53 PM
To: Daniel McConville
Cc: Guillermo Schible; Mark Goldberg
Subject: RE: MTCC 1037

Dear Daniel,

See my notes below.

Regards,
 Norma

From: Daniel McConville [mailto:DMcConville@StevensonLaw.net]
Sent: Monday, January 20, 2014 4:46 PM
To: Norma Walton
Cc: Guillermo Schible; Mark Goldberg
Subject: RE: MTCC 1037

Thank you for the email.

My clients are amenable to proceeding in the manner you propose, but would like a court order to ensure that their interests are protected. OK They would also like confirmation that the management contract currently in place between MTCC 1037 and a Rose & Thistle entity (we believe Rose & Thistle Ltd.) will be terminated at the board meeting as well. **CONFIRMED. WE ARE PROPOSING THAT TASSO ERACLES TAKE OVER MANAGEMENT, FORMERLY OF SIMERRA PROPERTY MANAGEMENT. HE IS AN EXPERT AT CONDOMINIUM MANAGEMENT AND COMPLETEY SEPARATE FROM AND UNRELATED TO US.**The order would provide for the following:

1. A board meeting of MTCC 1037 will be held on February 13, 2014 at noon at the offices of the Ontario Lung Association on the 4th floor of 18 Wynford Drive in Toronto, and Norma and Ronald Walton are to attend the meeting. If Norma and Ronald Walton do not attend, they will be deemed to have resigned their directorships, the management contract currently in place between MTCC 1037 and Rose & Thistle Ltd. shall be deemed to be terminated, and the remaining directors may conduct the business of MTCC 1037 notwithstanding anything to the contrary in the Condominium Act or the Declaration. **THAT IS FINE, PROVIDED THAT WE WERE GOING TO HOLD THE MEETING IN SUITE 216 INSTEAD OF IN OLA'S OFFICES.**
2. Until the Board has been reconstituted, the unit owners, other than Wynford Professional Centre. Ltd., will pay their condominium fees into a trust account set up for that purpose by the applicant, and notwithstanding anything to the contrary in the Condominium Act or the Declaration, those unit owners will not be denied any voting rights for failure to pay condominium fees if they have paid their fees into that trust account. **CONFIRMED**

If you and Ronald will agree to an order along these lines and the meeting goes forward as planned on February 13, the Owners will withdraw the balance of their application and will not seek costs against either of you. If that is agreeable I will draft an order for your review and approval and your attendance shouldn't be necessary on Friday. **THAT IS FINE, THANKS**

Can you also advise as to whether you have complied with Justice Newbould's order that evidence and information of MTCC 1037's reserve fund be delivered today? **WE ARE IN THE PROCESS OF COMPLYING AND WILL DO SO BEFORE END OF DAY TODAY**



Daniel McConville

Direct Line: 647-847-3813

dmcconville@stevensonlaw.net

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From: Norma Walton [<mailto:nwalton@roseandthistle.ca>]

Sent: January-20-14 2:54 PM

To: Daniel McConville

Cc: George Habib; Suresh Naraine; Jonathan Griffiths; Danny Chou; Guillermo Schible; Mark Goldberg

Subject: MTCC 1037

Dear Daniel,

It was nice to speak with you a moment ago. I am in receipt of your letter dated today.

As discussed, we propose the following on behalf of MTCC 1037:

1. We had already agreed to meet on February 13th at noon so we propose to maintain that meeting date. That timing will permit us to provide to the condominium corporation the audited financial statements for 2011; the audited financial statements for 2012; draft financial statements for 2013; along with an updated reserve fund study, thus satisfying our obligations to the condominium corporation;
2. Your clients will pay their January and February common expenses to you in trust pending that February 13th meeting and thus will preserve their right to vote;
3. I can confirm that Ron Walton and I intend to resign as directors at that meeting; and
4. Dr. Stanley Bernstein did consent to becoming a Director of MTCC 1037 but if he is now saying he did not consent I suspect he will also be willing to resign. I will attempt to confirm that before the February 13th meeting.

Please confirm the above makes sense as that may avoid any court appearance on Friday and instead we'll just plan to conduct all necessary business at the February 13th meeting.

Thanks,
Norma

Norma Walton B.A., J.D., M.B.A.
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Reply to: v
15 Toronto Street Suite 202 Toronto, Ontario M5C 2E3
7501 Keele Street Suite 200 Vaughan, Ontario L4K 1Y2
Telephone: 416-599-7900

J. Daniel McConville
Direct Dial: 647-847-3813
dmcconville@stevensonlaw.net

January 20, 2014

DELIVERED

Norma Walton
Ronald Walton
44 Park Lane Circle
Toronto, Ontario
M3C 2N2

Dear Mr. and Mrs. Walton:

**Re: Metro Toronto Condominium Corporation No. 1037 ("MTCC 1037")
File No. 23140044**

We are counsel to the owners of units in MTCC 1037 other than those units owned by Wynford Professional Centre Ltd. (the "Owners"). The Owners include the Ontario Lung Association, Ivedha Group Holdings Inc., and the owners of units 109, 110, 111, 315, 316 and 710. Needless to say, the Owners are very concerned about recent events related to the receivership of Wynford Professional Centre Ltd. The Owners insist that you resign immediately from your positions on the board of directors of MTCC 1037. Please advise in writing if you will agree to attend a board meeting on Wednesday or Thursday of this week to appoint new directors and resign your directorships.

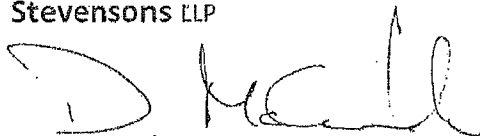
If we do not hear from you within 24 hours or if you refuse to attend and resign, I have been instructed to bring the enclosed application before the court. The application has not yet been issued, but we are serving it on you now prior to a court appointment this Friday, January 24, 2014 at 9:30 AM at the courthouse at 330 University Avenue, Toronto, on the 8th floor. At that appointment the Owners will be requesting urgent interim relief that may impact you and the management of TSCC 1037. Ultimately the Owners are seeking an order removing you from the board of directors and other relief necessary in the circumstances. The Owners will also seek costs against you if you do not agree immediately to attend the board meeting and confirm that you will be resigning at that board meeting.

Should you refuse to resign, also enclosed is a requisition of owners' meeting.

We are forwarding this correspondence to Guillermo Shible as a courtesy because we believe he may act for you.

Yours truly,

Stevensons LLP

A handwritten signature in black ink, appearing to read "J. McConville". The signature is written in a cursive style with a large initial "J" and "M".

J. Daniel McConville

JDM

cc: Guillermo Shible, by email and courier