

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

APPLICATION RECORD

(appointment of a trustee)
(returnable January 22, 2015)

January 16, 2015

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TAB 1

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NOTICE OF APPLICATION

TO THE RESPONDENT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The Claim made by the Applicant appears on the following pages.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on Thursday January 22, 2015 at 10:00 a.m., at 330 University Avenue, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, you or an Ontario lawyer acting for you must forthwith prepare a Notice of Appearance in Form 38C 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 not later than two 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 16, 2015

Issued by: _____

Local Registrar

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APPLICATION

1. The Applicant make an application for, *inter alia*:
 - (a) an order, if necessary, granting leave to have the within application listed and heard on the Commercial List;
 - (b) an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
 - (c) an order appointing Collins Barrow Toronto Limited (“**Collins Barrow**”) as trustee pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C-30, as amended (the “**CLA**”); and
 - (d) such further and other relief as this Honourable Court may deem just.

2. The grounds for the application are:

BACKGROUND

- (a) 144 Park Ltd. (“**144**”) is a corporation incorporated pursuant to the Ontario *Business Corporations Act*, having its head office located in Markham, Ontario.
- (b) 144 is the owner of a 19 storey condominium project known as “144 Park Uptown Waterloo” that is situated on lands municipally known as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario (the “**144 Park Project**”), which is described in greater detail in **Schedule “A”**.

- (c) The 144 Park Project is a residential condominium project with 149 total units, of which 120 units have been sold. The sale transactions have not closed to date. The vast majority of the purchasers have assumed interim occupancy of the units.
- (d) There remain 20 unsold units in the 144 Park Project. All work has been completed on the units, other than the installation of flooring, kitchen and bathroom cabinets, and countertops.
- (e) The unsold units have a substantial appraised value.
- (f) All exterior work, and work with respect to the common elements of the 144 Park Project, has been completed.
- (g) 144 has submitted a draft Plan of Condominium 30CDM-13406 for the 144 Park Project for approval by the City of Waterloo (the “City”) and the Regional Municipality of Waterloo (the “Region”). The Region granted draft approval of the Plan on November 14, 2014, and the draft approval of the Plan came into effect on December 5, 2014.
- (h) The City and the Region are currently working on final comments and resolving minor issues in connection with the registration of the Plan and the condominium declaration.

MORTGAGEES

- (i) 144 is indebted, or may have obligations outstanding, to the following parties, each of which has registered a charge/mortgage against the 144 Park Project:

- (i) Laurentian Bank of Canada (“**Laurentian**”), who is owed in excess of \$39.0 million;
- (ii) MarshallZehr Group Inc. (“**MarshallZehr**”), who is owed approximately \$3.0 million;
- (iii) Allen Street Holdings Inc., who is owed \$3.0 million; and
- (iv) Aviva Insurance Company of Canada (“**Aviva**”), who may have obligations owed to it by 144 under a Tarion Warranty Corporation Bond and related documents.

FINANCIAL DIFFICULTIES

- (j) In 2014, 144 began to experience financial difficulties in connection with the 144 Park Project as a result of, among other things, significant delays and cost overruns.
- (k) As a result of such financial difficulties, 144 is in default of its obligations owed to the mortgagees other than Aviva.
- (l) Laurentian has demanded immediate payment of 144’s indebtedness, terminated the credit facilities, and confirmed that no further credit will be made available to 144. Laurentian has also delivered a notice of its intention to enforce its security.
- (m) 144 has no further availability under its credit facilities with Laurentian.

CONSTRUCTION LIENS

- (n) Since October 24, 2014, seventeen (17) construction liens, in a total amount of approximately \$3.0 million, have been registered against title to the 144 Park Project with respect to services and/or materials supplied in connection with the 144 Park Project.

NEED FOR THE APPOINTMENT OF A TRUSTEE

- (o) 144 is insolvent.
- (p) As a result of the registration of the construction liens, 144 cannot complete the necessary conditions to have the Plan registered against title and close the sales of the 129 units.
- (q) 144 does not have the funds available to complete the unsold units and market them for sale.
- (r) The closing of the sale of the 129 units will provide a fund for the benefit of all stakeholders.
- (s) The appointment of a trustee under the CLA will be for the benefit of all parties that have an interest in the 144 Park Project.
- (t) The purchasers currently in interim occupancy cannot get title to their units.
- (u) Collins Barrow has agreed to act as trustee.
- (v) MarshallZehr has agreed to provide financing to the trustee on a super priority basis to take the steps set out above.

- (w) All of the mortgagees have agreed to the appointment of the trustee.
- (x) Section 68(1) and 78(7) of the CLA.
- (y) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.
- (z) Section 1(m) of the Consolidated Practice Direction for the Commercial List effective as of July 1, 2014.
- (aa) The inherent and equitable jurisdiction of the Court.
- (bb) Such further and other grounds as counsel may advise and this Honourable Court permits.

3. The following documentary evidence will be used at the hearing of the application:

- (a) The Affidavit Greg Puklicz sworn January 16, 2015 and the exhibits attached thereto; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court permits.

Date: January 16, 2015

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Lawyers for the Applicant, 144 Park Ltd.

SCHEDULE "A"

PIN 22417-0135 (LT)
LRO # 58

Property Description: Part of Lots 217, 218, 219 & 267 Plan 385, Being Part 1 on 58R-17836; Subject to an easement as in WR666363; City of Waterloo

PIN 22417-0134 (LT)
LRO # 58

Property Description: Lots 2 & 3, Part of Lots 1, 4, 5, & 6 Plan 186, Being Part 2 on 58R-17836; Subject to an easement as in WR666363; City of Waterloo

16
IN THE MATTER OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED
AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF APPLICATION

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Toronto, ON M2N 7E9

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Lawyers for the Applicant, 144 Park Ltd.

TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

**AFFIDAVIT OF GREG PUKLICZ
(sworn January 16, 2015)**

**I, GREG PUKLICZ, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:**

1. I am Senior Vice President and Chief Financial Officer of MADY Development Corporation (“MADY”) and Vice President of 144 Park Ltd. (“144”). The facts set forth herein are within my personal knowledge, determined from the face of the documents attached hereto as exhibits, and from information and advice provided to me by others. Where I have relied upon such information and advice, I have identified its source and I verily believe it to be true.

Overview

2. 144 is the owner of a 149 unit condominium project in Waterloo, Ontario. 144 has sold 129 units to purchasers, with the vast majority of purchasers in interim occupancy and awaiting final closings. 144 is insolvent. It is in default of its loan obligations to its bank and currently

owes in excess of \$39.0 million to the bank. There are approximately \$3.0 million in construction liens registered against title to the property. The closings of the units cannot occur without the construction liens being vacated. The lien claimants have no way of recovering any payment at this time. There is an additional 20 units to be sold. The units require additional work that cannot be completed by 144 without further financing. It is in the best interest of all stakeholders for a construction lien trustee to be appointed to register the Plan, complete the closing of the 129 sold units, complete and sell the 20 unsold units, and distribute the sale proceeds pursuant to Court order.

The MADY Group

3. The MADY Group is a diversified real estate development group with commercial and residential business operations across North America. The MADY Group was founded over 40 years ago in Windsor, Ontario by Charles Mady. The MADY Group currently has offices in Markham and Windsor, Ontario.

4. The MADY Group builds condominiums, mixed-use developments and commercial retail developments, and has a current development portfolio of more than 1,500 condos, over 1.5 million square feet of retail projects, and several retirement communities.

5. The MADY Group also includes a construction division. In many of our projects, we provide construction management services through a related party, Mady Contract Division (2009) Ltd. (“MCDL”).

144 Park Project and the Property

6. One of the MADY Group’s current condominium development projects is a 19 storey condominium project known as “144 Park Uptown Waterloo” (the “**144 Park Project**”). 144 is

the registered owner of the lands that comprise the 144 Park Project (the “**Property**”). Copies of the parcel registers for the two PINs that form the Property are collectively attached hereto and marked as **Exhibit “A”**.

7. 144 is a single purpose standalone entity that was incorporated to develop and construct the Property. 144 is an Ontario corporation with its registered office located in Markham, Ontario. A copy of a Corporate Profile Report for 144 is attached hereto and marked as **Exhibit “B”**.

8. In September 2011, 144 purchased the Property from Allen Street Holdings Inc. (“**Allen Street**”) pursuant to a Transfer registered on title to the Property on September 1, 2011 as Instrument No. WR639367. A copy of the Transfer is attached hereto and marked as **Exhibit “C”**.

9. The 144 Park Project is located at 142, 144 and 148 Park Street and 21 Allen Street West, which is at the intersection of Park Street and Allen Street West in the Old Westmount neighbourhood of Waterloo, Ontario.

10. The 144 Park Project is a residential condominium project with 149 total units (148 residential units and one guest suite unit), along with 150 storage units, 149 parking units, 12 miscellaneous units and one (1) roof top terrace unit.

11. The 144 Park Project has the following building amenities and features: concierge; fully outfitted Fitness Room with change rooms; Party Room equipped with caterers’ kitchen and bar and with direct access to a 4th floor terrace featuring natural gas barbeque, outdoor eco-friendly

furniture and landscaping; and a Theater Room complete with big screen television and surround sound audio system.

12. MCDL is the construction manager for the 144 Park Project.

Mortgagees

Allen Street

13. As noted above, 144 purchased the Property from Allen Street on September 1, 2011. 144 financed the purchase of the Property, in part, by way of a loan in the form of vendor take-back financing from Allen Street (the "**Allen Street Loan**"). The Allen Street Loan was evidenced by a non-interest bearing promissory note in the amount of \$3,000,000, a copy of which is attached hereto and marked as **Exhibit "D"**.

14. As security for the Allen Street Loan, 144 granted a charge/mortgage in the principal amount of \$3,000,000 in favour of Allen Street, which charge/mortgage was registered on title to the Property on September 1, 2011 as Instrument No. WR639369 (the "**Allen Street Charge**"). A copy of the Allen Street Charge is attached hereto and marked as **Exhibit "E"**.

15. The Allen Street Charge is the second mortgage registered against title to the Property, after the Aviva Charge (as defined below). As discussed below, the Allen Street Charge has been postponed in favour of the Laurentian Charge (as defined below). Additionally, although no postponement has been registered on title to the Property, I understand that, pursuant to an amending agreement dated April 29, 2011, Allen Street agreed that the Allen Street Charge would be postponed in favour of, among other things, any mezzanine financing obtained by 144. Additionally, on November 14, 2014, Allen Street and MarshallZehr Group Inc. ("**MarshallZehr**") entered into a postponement and priorities agreement that provides that the

Allen Street Charge is subordinated to the MarshallZehr Charge (as defined below). Copies of the amending agreement and the postponement and priorities agreement are attached hereto and respectively marked as **Exhibit “F”** and **Exhibit “G”**.

16. As of January 15, 2015, 144 was indebted to Allen Street for the Allen Street Loan in the principal amount of \$3,000,000.

Aviva

17. In connection with the proposed development of the Property and the 144 Park Project, 144 obtained a Tarion Warranty Corporation Bond from Aviva Insurance Company of Canada (“**Aviva**”). The Tarion Warranty Corporation Bond was obtained to secure 144’s deposit and warranty obligations under the *Ontario New Home Warranties Plan Act*. 144 also entered into a deposit trust agreement and an indemnity agreement in favour of Aviva, and agreed to indemnify Aviva from any losses or claims Aviva may suffer in connection with the issuance of the Bond.

18. As security for the obligations 144 owes to Aviva, 144 granted a charge/mortgage in the principal amount of \$8,500,000 in favour of Aviva, which charge/mortgage was registered on title to the Property on September 1, 2011 as Instrument No. WR639368 (the “**Aviva Charge**”). A copy of the Aviva Charge is attached hereto and marked as **Exhibit “H”**.

19. The Aviva Charge is the first mortgage registered against title to the Property. However, as described below, a postponement has been registered in favour of the Laurentian Charge.

20. As of January 15, 2015, I am not aware of any claims having been made to Aviva in connection with the Tarion Warranty Corporation Bond issued in connection with the 144 Park Project.

MarshallZehr

21. 144 obtained mezzanine financing from MarshallZehr in the amount of \$2,887,696 pursuant to a commitment letter dated October 24, 2011, a copy of which is attached hereto and marked as **Exhibit "I"**.

22. As security for the mezzanine financing, 144 granted a charge/mortgage in the principal amount of \$2,887,696 in favour of MarshallZehr, which charge/mortgage was registered on title to the Property on December 13, 2011 as Instrument No. WR660381 (the "**MarshallZehr Charge**"). A copy of the MarshallZehr Charge is attached hereto and marked as **Exhibit "J"**.

23. The MarshallZehr Charge is the third mortgage registered against title to the Property. As discussed below, the MarshallZehr Charge has been postponed in favour of the Laurentian Charge. As noted above, I understand that Allen Street agreed to postpone its loan and charge/mortgage in favour of mezzanine financing such as the financing provided by MarshallZehr.

24. As of January 15, 2015, 144 was indebted to MarshallZehr pursuant to the terms of the commitment letter in the principal amount of \$2,887,696, plus accrued interest.

Laurentian

25. The development of the 144 Park Project was also financed by credit facilities made available to 144 by Laurentian Bank of Canada ("**Laurentian**"), pursuant to an offer of financing dated March 7, 2012, as amended (the "**Laurentian Offer of Financing**"). A copy of the Laurentian Offer of Financing is attached hereto and marked as **Exhibit "K"**.

26. The Laurentian Offer of Financing initially established three credit facilities in favour of 144: a non-revolving construction loan in the maximum amount of \$36,044,000; a letter of credit facility in the maximum amount of \$2,000,000; and an operating credit facility in the maximum amount of \$250,000. Pursuant to an amendment dated September 12, 2014, a bridge loan was advanced by Laurentian to 144 in the amount of \$3,000,000.

27. As security for 144's indebtedness to Laurentian, 144 granted, and Laurentian received, among other things:

- (a) a charge/mortgage in the principal amount of \$40,000,000 in favour of Laurentian, which charge/mortgage was registered on title to the Property on May 25, 2012 as Instrument No. WR690395 (the "**Laurentian Charge**"). A copy of the Laurentian Charge is attached hereto and marked as **Exhibit "L"**;
- (b) a General Assignment of Rents dated April 24, 2012 and registered on title to the Property on May 25, 2012 as Instrument No. WR690396, a copy of which is attached hereto and marked as **Exhibit "M"**;
- (c) an Assignment of Sale Agreements dated April 24, 2012, a copy of which is attached hereto and marked as **Exhibit "N"**; and
- (d) a General Security Agreement dated April 24, 2012, a copy of which is attached hereto and marked as **Exhibit "O"**.

28. The Laurentian Charge is the fourth registered mortgage against title to the Property. Laurentian obtained postponements from Aviva, Allen Street and MarshallZehr respectively with respect to the Aviva Charge, the Allen Street Charge and the MarshallZehr Charge (collectively,

the “**Postponements**”). The Postponements were registered on title to the Property on May 25, 2012. Copies of the Postponements are collectively attached hereto and marked as **Exhibit “P”**.

29. As a result of the Postponements, it is my understanding that the Laurentian Charge is the first ranking mortgage with respect to the Property.

30. As of January 6, 2015, 144 was indebted to Laurentian pursuant to the terms of the Laurentian Offer of Financing in the amount of \$39,022,634.38 (principal and interest).

Status of the 144 Park Project

31. 144 has sold 129 of the 149 units. The vast majority of the purchasers have assumed interim occupancy of the units. Purchasers of units on the first ten (10) floors of the 144 Park Project were granted interim occupancy commencing in early 2014. Purchasers of units on floors 11 through to 19 of the 144 Park Project were granted interim occupancy commencing in the fall of 2014.

32. 144 has received monthly occupancy fees and related amounts from such purchasers in accordance with the provisions of the *Condominium Act* (Ontario). Occupancy fees and related amounts for January 2015, totaling approximately \$180,000, is currently being held in an account with Laurentian and has not been applied by Laurentian to reduce 144’s indebtedness or used by 144 to date (the “**Occupancy Funds**”).

33. Occupancy fees and related amounts received by 144 for months prior to January 2015 were used by 144 to fund project expenses.

34. Additionally, in connection with the 129 sold units, 144 received deposits in the aggregate amount of approximately \$6,350,000. As a result of obtaining the Tarion Warranty

Corporation Bond with Aviva, 144 was entitled to, and has used approximately \$3,350,000 of such funds to finance the completion of the 144 Park Project. The remaining amount of approximately \$3,000,000 is currently being held in trust by the law firm Harris Sheaffer LLP as escrow agent, pursuant to an agreement between 144, Aviva and Harris Sheaffer LLP.

35. There remain 20 unsold units in the 144 Park Project. The units are comprised of two penthouse units, 15 apartment style units, and three townhouse units.

36. All work has been completed on the units, other than the installation of flooring, kitchen and bathroom cabinets, and countertops. All appliances and fixtures for the units are on site but have not been installed. The remaining work is typical given the unsold status of the units, as the remaining work requires input from purchasers as it involves designer finishings and upgrades.

37. 144 obtained an appraisal from a third party in November 2014 that indicated that the unsold units had substantial value.

38. All exterior work, and work with respect to the common elements of the 144 Park Project, other than as described below, has been completed.

39. 144 had submitted a draft Plan of Condominium 30CDM-13406 for the 144 Park Project (the “**Plan**”) for approval by the City of Waterloo (the “**City**”) and the Regional Municipality of Waterloo (the “**Region**”). The Region granted draft approval of the Plan on November 14, 2014, and the draft approval of the Plan came into effect on December 5, 2014. The draft approval is subject to a number of conditions that must be satisfied by 144 before the Plan can be finalized and registered. The City also provided comments on the Plan and conditions to 144 in October 2014.

40. I have been informed by Hal Kersey, Vice President of MADY, that the City and the Region are currently working on final comments and resolving minor issues in connection with the registration of the Plan and the condominium declaration. Mr. Kersey has also informed me that there are material conditions that remain to be satisfied so that registration of the Plan may proceed, which are:

- (a) installation of a silencer and related bracket in the garage, which is required for the garage exhaust fans and is to be installed on Monday January 19, 2015;
- (b) registration of an easement in favour of Waterloo North Hydro and postponements of the charges/mortgages in favour of the easement;
- (c) registration of certain notices regarding noise agreements with the City and the Region, and a notice with respect to shared facilities, and postponements of the charges/mortgages in connection with such notices; and
- (d) registration of the consent of the mortgagees to the registration of the condominium.

41. Such documents cannot be registered on title to the Property until all registered construction liens and certificates have been vacated.

Financial Difficulties

42. In 2014, 144 began to experience financial difficulties in connection with the 144 Park Project as a result of, among other things:

- (a) significant delays as a result of:

- (i) higher than reported ground water conditions, which required the installation of a temporary de-watering system on site and obtaining Ministry of Environment permits;
 - (ii) the need to redesign the structure of the 144 Park Project to install a raft slab structure;
 - (iii) a forming contractor that was three months behind schedule;
 - (iv) a glazing contractor that was four months behind schedule and had delivery difficulties; and
- (b) cost overruns in connection with the delays described above, along with the costs incurred by 144 to take steps to mitigate the delay in time for interim occupancy.

43. As a result of such financial difficulties, 144 is in default of its obligations under the Laurentian Offer of Financing.

44. By a letter dated January 7, 2015, Laurentian demanded immediate payment of 144's obligations under the Laurentian Offer of Financing, terminated the credit facilities, and confirmed that no further credit will be made available to 144. Laurentian has also delivered a notice of its intention to enforce security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada). Copies of the demand letter and notice are collectively attached hereto and marked as **Exhibit "Q"**.

45. 144 has no further availability under its credit facilities with Laurentian.

Construction Lien Claimants

46. During the period starting on October 24, 2014 up to and including January 15, 2015, seventeen (17) construction liens, with an aggregate value of \$2,992,932.77, have been registered against title to the Property, as described in further detail below:

Instrument No.	Registration Date	Lien Claimant	Amount of Lien	Services / Materials
WR847447	October 24, 2014	Global Fire Protection Ltd.	\$301,592.04	Sprinkler system and related work
WR849030	October 31, 2014	694643 Ontario Limited cob as O'Connor Electric	\$88,882.72	Work for section 16000 electrical installation
WR854810	December 1, 2014	J & I Gaweda Construction Ltd.	\$537,285.80	Supply and install trim carpentry
WR854978	December 2, 2014	Bast Home Comfort Inc.	\$26,889.48 ¹	Supply and installation of fireplaces
WR856756	December 11, 2014	Frendel Kitchens Limited	\$328,259.71	Supply and install kitchen cabinets and bathroom vanities
WR857239	December 12, 2014	T.I.C. Contracting Ltd.	\$436,313.73	Installation of metal stud, drywall, taping and acoustical ceilings
WR857322	December 15, 2014	Global Precast Inc.	\$188,393.19	Supply and install of architectural concrete and precast
WR857462	December 15, 2014	2050491 Ontario Inc. o/a The Downsview	\$110,715.72	Supply and install of hard landscaping concrete works, sodding, irrigation

¹ I have been advised by 144's legal counsel, Chaitons LLP, that this lien has been registered against only one of the two parcels that form the Property.

Instrument No.	Registration Date	Lien Claimant	Amount of Lien	Services / Materials
		Group		
WR857468	December 15, 2014	Sam Tortola Enterprises Inc.	\$104,008.59	Supervision, labour materials, equipment and incidentals to stock, supply and install washers, dryers, connection hoses, vents, clamps, microwave ovens, dishwashers, refrigerators and ranges
WR857793	December 16, 2014	CRS Contractors Rental Supply General Partner Inc.	\$15,869.50	Rental and/or sale of construction and related equipment/materials
WR857850	December 16, 2014	Adlers Main Tile & Carpet Co. Ltd.	\$83,436.17	Supply and installation of various flooring
WR858473	December 19, 2014	Turner Fleischer Architects Inc.	\$30,851.42	Supply of architectural services for the design, development, construction document and contract administration phases of a residential condominium development
WR858748	December 19, 2014	Hammerschlag & Joffe Inc.	\$46,043.26	Electrical consulting services and related matters
WR858991	December 22, 2014	Screen Painting Ltd.	\$345,952.00	Painting, caulking, staining, touch-ups
WR859188	December 23, 2014	Weston Flooring Limited	\$176,771.34	Supply and install flooring
WR859941	December 30, 2014	Great Pyramid	\$32,380.71	Supply and install GWG Glass, frameless shower

Instrument No.	Registration Date	Lien Claimant	Amount of Lien	Services / Materials
		Aluminum Ltd.		enclosures, handrail, guardrail and firelite glass
WR860525	January 5, 2015	Adlers Main Tile & Carpet Co. Ltd.	\$139,287.39	Supply and installation of various flooring

47. In addition to the lien claims described above, 144 has received a letter from counsel to Lipton's Audio Video Unlimited ("**Lipton's**") dated December 12, 2014, which sets out that Lipton's is claiming a lien in the amount of \$37,516.93 in connection with various audio/visual materials, services and equipment supplied in connection with the Theatre room at the 144 Park Project. In late December 2014, Lipton's attended at the 144 Park Project and removed certain of the equipment it had supplied from the Theatre room.

48. As a result, 144 is aware of in excess of \$3,000,000 in construction liens being claimed with respect to services and/or materials supplied in connection with the 144 Park Project.

PPSA Secured Creditors

49. In addition to the mortgagees and construction lien claimants described above, I have been informed by Sam Rappos of Chaitons LLP, 144's legal counsel, that the following parties have registered financing statements under the *Personal Property Security Act* (Ontario), as set out in the copy of the PPSRS Enquiry Response Certificate current as of January 11, 2015 that is attached hereto and marked as **Exhibit "R"**:

- (a) Aviva, with a financing statement registered on July 19, 2011 with respect to collateral classified as Accounts and Other;

- (b) MarshallZehr, with a financing statement registered on November 28, 2011 with respect to collateral classified as Inventory, Equipment, Accounts, Other and Motor Vehicles Included. MarshallZehr's registration has been subordinated to Laurentian's registration;
- (c) Laurentian, with a financing statement registered on April 3, 2012 with respect to collateral classified as Inventory, Equipment, Accounts and Other, and a General Collateral Description of "property now or hereafter used in connection with, situate at, or arising from the ownership, development, use or disposition of the lands municipally known as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario and all proceeds thereof.";
- (d) VW Credit Canada Inc., with a financing statement registered on November 2, 2012 with respect to an amount of \$77,449, collateral classified as Consumer Goods, Equipment, Other and Motor Vehicle Included, and more specifically described as a 2013 Audi A7 Premium;
- (e) MarshallZehr, with a financing statement registered on November 5, 2014 with respect to collateral classified as Inventory, Equipment, Accounts, Other and Motor Vehicle Included; and
- (f) MarshallZehr, with a financing statement registered on November 5, 2014 with respect to collateral classified as Accounts and Other and a General Collateral Description of "general assignment of rents covering the property municipally known as 21 Allen Street and 142, 144 and 148 Park Street, Waterloo, Ontario".

Need for the Appointment of a Trustee

50. As a result of the registration of the construction liens against the Property, 144 cannot complete the necessary conditions to have the Plan registered against title and close the sale of the 129 units. Additionally, 144 does not have funds available to complete the unsold units and market them for sale. As a result, 144 is seeking the appointment of Collins Barrow Toronto Limited (“**Collins Barrow**”) as a trustee under section 68 of the *Construction Lien Act* (Ontario). A copy of the consent of Collins Barrow to act as trustee is attached hereto and marked as **Exhibit “S”**.

51. Collins Barrow is well qualified to act as a trustee, as its representatives have acted as a trustee under the *Construction Lien Act* (Ontario) previously, and it is well versed in the 144 Park Project as it has been involved in numerous meetings and discussions with MADY on the 144 Park Project on an ongoing basis since November 2014, and more recently with representatives of Laurentian and MarshallZehr.

52. Once Collins Barrow is appointed as trustee, it intends to borrow \$500,000 from MarshallZehr so that the trustee may complete the necessary steps to enable the registration of the Plan and the sale of the 129 units to be completed. The \$500,000 intends to be applied by the trustee for payment of the following expenses:

- (a) expenses to be incurred in connection with completion of the project (unit PDI repairs, corridor carpets, common areas, and unit HVAC repair);
- (b) expenses to be incurred in connection with services required to operate the project (hydro, gas, water, janitorial, security, waste removal, management, insurance, office and phones); and

- (c) other expenses including, among other things, professional fees.

53. Additionally, the trustee intends to take steps to complete the development of the 20 unsold units and market the units for sale. MarshallZehr has agreed to provide the additional funding required by the trustee to take such steps. The trustee would seek the Court's approval prior to obtaining such funding from MarshallZehr.

54. The trustee will be requesting that the Court grant orders that the financing provided by MarshallZehr have priority over all existing mortgagees, existing and future lien claimants and other encumbrancers pursuant to, among other things, sections 68 and 78(7) of the *Construction Lien Act* (Ontario).

55. The appointment of Collins Barrow as trustee will be for the benefit of all parties that have an interest in the Property and the 144 Park Project, as it will:

- (a) allow for the trustee to obtain an order vacating the construction liens without posting security so that the necessary steps can be taken to have the Plan and the condominium declaration registered against title to the Property;
- (b) allow the trustee to close the sale of the 129 sold units;
- (c) permit the purchasers of all units to obtain vesting orders from the Court, ensuring clear title to their units free from all mortgages, construction lien claims and other encumbrances;
- (d) allow Collins Barrow to access the Occupancy Funds if necessary for use toward satisfying the remaining conditions for the Plan to be registered;

- (e) permit Collins Barrow to complete the necessary work for the 20 unsold units and sell the units;
- (f) provide for the proceeds of sale of the units to be paid into the trustee's trust account, which will allow for the monetization of the sold units; and
- (g) provide a forum for the amount and priority of claims of the mortgagees and the construction lien claimants to be adjudicated.

56. I have spoken with representatives of Laurentian, MarshallZehr, Allen Street and Aviva, and can confirm that the mortgagees either support or do not object to 144's application for the appointment of Collins Barrow as trustee.

57. The 144 Park Project is currently at a standstill. As detailed herein, there is outstanding work that cannot be completed, and 144's creditors are owed money and cannot be paid. Purchasers have had interim occupancy of their units for some time without obtaining clear title to their units. These purchasers cannot otherwise lease or sell their units.

58. As a result of the registration of the claims for construction liens, 144 cannot convey good title to unit purchasers. If the closings of the units do not occur, there will be no source of money available to pay the claims of the mortgagees and the construction lien claimants. The appointment of the trustee will provide a mechanism to allow for the completion and registration of the Plan and condominium declaration, permit the sales to close and allow the trustee to complete the sale of the unsold units. All sale proceeds will be held by the trustee and distributed in accordance with Court order.

SWORN BEFORE ME at the City of
Markham, in the Province of Ontario on
January 16, 2015

R. Standil

Commissioner for Taking Affidavits
(or as may be)

[Handwritten Signature]

GREG PUKLICZ

**Ryan Cale Standil, a Commissioner, etc.,
Province of Ontario, while a
Student-at-Law.
Expires August 12, 2017.**

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**



A Commissioner etc.



LAND
 REGISTRY
 OFFICE #58

22417-0134 (LT)

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

PROPERTY DESCRIPTION: LOTS 2 & 3, PART OF LOTS 1, 4, 5, & 6 PLAN 186, BEING PART 2 ON 58R-17836; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO

PROPERTY REMARKS: PLANNING ACT CONSENT IN 1356494. FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2013/06/13, INSTRUMENT WR759234.

ESTATE/QUALIFIER: RECENTLY.
 FEE SIMPLE RE-ENTRY FROM 22417-0131
 LT ABSOLUTE PLUS CAPACITY SHARE
 OWNERS' NAMES ROWN

PIN_CREATION DATE:
 2013/06/13

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
WR611290	2011/05/02	NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	C
WR639367	2011/09/01	TRANSFER	\$2,200,000	ALLEN STREET HOLDINGS INC.	144 PARK LTD.	C
WR639368	2011/09/01	CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA	C
WR639369	2011/09/01	CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.	C
WR655113	2011/11/17	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR660361	2011/12/13	CHARGE	\$2,887,696	144 PARK LTD.	MARSHALLZEH GROUP INC.	C
WR666363	2012/01/18	TRANSFER EASEMENT	\$2	144 PARK LTD.	ROGERS CABLE COMMUNICATIONS INC.	C
WR690395	2012/05/25	CHARGE	\$40,000,000	144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
WR690396	2012/05/25	NO ASSGN RENT GEN		144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
WR690395	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C

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

57



22417-0134 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERY/ CHKD
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
	REMARKS: WR639388 TO WR690395					
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
	REMARKS: WR660391 TO WR690395					
58R17836	2013/06/13	PLAN REFERENCE		144 PARK LTD.		C
WR759234	2013/06/13	APL ABSOLUTE TITLE				C
58R18116	2014/02/07	PLAN REFERENCE				C
WR847447	2014/10/24	CONSTRUCTION LIEN	\$301,592	GLOBAL FIRE PROTECTION LTD.		C
WR849030	2014/10/31	CONSTRUCTION LIEN	\$88,883	694643 ONTARIO LIMITED		C
58R18429	2014/11/27	PLAN REFERENCE				C
WR848810	2014/12/01	CONSTRUCTION LIEN	\$537,286	J & I GAWEDA CONSTRUCTION LIMITED		C
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	EAST HOME COMFORT INC.		C
WR856168	2014/12/08	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR856621	2014/12/10	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
	REMARKS: WR847447					
WR856756	2014/12/11	CONSTRUCTION LIEN	\$328,260	FRENDEL KITCHENS LIMITED		C
WR857239	2014/12/12	CONSTRUCTION LIEN	\$436,314	T.I.C. CONTRACTING LTD.		C
WR857322	2014/12/15	CONSTRUCTION LIEN	\$188,393	GLOBAL PRECAST INC.		C
WR857462	2014/12/15	CONSTRUCTION LIEN	\$110,716	2050491 ONTARIO INC. O/A THE DOWNSVIEW GROUP		C

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

22417-0134 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR857468	2014/12/15	CONSTRUCTION LIEN	\$104,009	SAM TORTOLA ENTERPRISES INC.		C
WR857793	2014/12/16	CONSTRUCTION LIEN	\$15,870	CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
WR857850	2014/12/16	CONSTRUCTION LIEN	\$83,436	ADLERS MAIN TILE & CARPET CO. LTD.		C
WR858473	2014/12/19	CONSTRUCTION LIEN	\$30,851	TURNER FLEISCHER ARCHITECTS INC.		C
WR858748	2014/12/19	CONSTRUCTION LIEN	\$46,043	HAMMERSCHLAG & JOFFE INC.		C
WR858991	2014/12/22	CONSTRUCTION LIEN	\$345,952	SEREN PAINTING LTD.		C
WR859188	2014/12/23	CONSTRUCTION LIEN	\$176,771	WESTON FLOORING LIMITED		C
WR859941	2014/12/30	CONSTRUCTION LIEN	\$32,361	GREAT PYRAMID ALUMINUM LTD.		C
WR860525	2015/01/05	CONSTRUCTION LIEN	\$139,287	ADLERS MAIN TILE & CARPET CO. LTD.		C
WR860757	2015/01/06	CERTIFICATE		FRENDEL KITCHENS LIMITED	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. MARSHALLZEHR GROUP INC. ALLEN STREET HOLDINGS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA	C
WR861891	2015/01/13	CERTIFICATE		EAST HOME COMFORT INC.		
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	

REMARKS: CERTIFICATE OF ACTION WR85756

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Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3
PREPARED FOR LynnLeeL
ON 2015/01/15 AT 10:02:51

22417-0135 (LT)

OFFICE #58

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

PROPERTY DESCRIPTION:

PART OF LOTS 217, 218, 219 & 267 PLAN 385, BEING PART 1 ON 58R-17836; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO

PROPERTY REMARKS:

PLANNING ACT CONSENT IN DOCUMENT WR611292. FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2013/06/13, INSTRUMENT WR759234.

ESTATE/QUALIFIER:

RECENTLY:
RE-ENTRY FROM 22417-0132

EIN CREATION DATE:
2013/06/13

LT ABSOLUTE PLUS

OWNERS' NAMES

144 PARK LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **					
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
**	PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **					
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **					
WR611290	2011/05/02 NOTICE	\$5	ALLEN STREET HOLDINGS INC.	ALLEN STREET HOLDINGS INC. 2184038 ONTARIO INC. 144 PARK LTD. COB GE INC.		C
WR625222	2011/07/07 NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.		C
WR639367	2011/09/01 TRANSFER REMARKS: PLANNING ACT STATEMENTS	\$2,200,000	ALLEN STREET HOLDINGS INC.	144 PARK LTD.		C
WR639368	2011/09/01 CHARGE	\$8,500,000	144 PARK LTD.	AVIVA INSURANCE COMPANY OF CANADA		C
WR639369	2011/09/01 CHARGE	\$3,000,000	144 PARK LTD.	ALLEN STREET HOLDINGS INC.		C
WR655113	2011/11/17 NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.		C
WR660381	2011/12/13 CHARGE	\$2,887,696	144 PARK LTD.	MARSHALZBHR GROUP INC.		C
WR666363	2012/01/18 TRANSFER EASEMENT	\$2	144 PARK LTD.	ROGERS CABLE COMMUNICATIONS INC.		C
WR690395	2012/05/25 CHARGE	\$40,000,000	144 PARK LTD.	LAURENTIAN BANK OF CANADA		C
WR690396	2012/05/25 NO ASSGN RENT GEN REMARKS: WR690395.		144 PARK LTD.	LAURENTIAN BANK OF CANADA		C

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22417-0135 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR690416	2012/05/25	POSTPONEMENT REMARKS: WR639369 TO WR690395		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
WR690422	2012/05/25	POSTPONEMENT REMARKS: WR660381 TO WR690395		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
WR690423	2012/05/25	POSTPONEMENT REMARKS: WR660381 TO WR690395		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
58R17836	2013/06/13	PLAN REFERENCE		144 PARK LTD.		C
WR759234	2013/06/13	APL ABSOLUTE TITLE				C
58R18116	2014/02/07	PLAN REFERENCE				C
WR847447	2014/10/24	CONSTRUCTION LIEN	\$301,592	GLOBAL FIRE PROTECTION LTD.		C
WR849030	2014/10/31	CONSTRUCTION LIEN	\$88,883	694643 ONTARIO LIMITED		C
WR854810	2014/12/01	CONSTRUCTION LIEN	\$537,286	J & I GAWEDA CONSTRUCTION LIMITED		C
WR856168	2014/12/08	NOTICE		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR856621	2014/12/10	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR856756	2014/12/11	CONSTRUCTION LIEN	\$328,260	FRENDEL KITCHENS LIMITED		C
WR857239	2014/12/12	CONSTRUCTION LIEN	\$436,314	T. I. C. CONTRACTING LTD.		C
WR857322	2014/12/15	CONSTRUCTION LIEN	\$188,393	GLOBAL PRECAST INC.		C
WR857462	2014/12/15	CONSTRUCTION LIEN	\$110,716	2050491 ONTARIO INC. C/A THE DOWNSVIEW GROUP		C
WR857468	2014/12/15	CONSTRUCTION LIEN	\$104,009	SAM TORTOLA ENTERPRISES INC.		C

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Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #58

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3
PREPARED FOR LynnLee1
ON 2015/01/15 AT 10:02:51

22417-0135 (LT)

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR857793	2014/12/16	CONSTRUCTION LIEN	\$15,870	CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
WR857850	2014/12/16	CONSTRUCTION LIEN	\$83,436	ADLERS MAIN TILE & CARPET CO. LTD.		C
WR858473	2014/12/19	CONSTRUCTION LIEN	\$30,851	TURNER FLEISCHER ARCHITECTS INC.		C
WR858748	2014/12/19	CONSTRUCTION LIEN	\$46,043	HAMMERSCHLAG & JOFFE INC.		C
WR858991	2014/12/22	CONSTRUCTION LIEN	\$345,952	SEREN PAINTING LTD.		C
WR859188	2014/12/23	CONSTRUCTION LIEN	\$176,771	WESTON FLOORING LIMITED		C
WR859941	2014/12/30	CONSTRUCTION LIEN	\$32,381	GREAT PYRAMID ALUMINUM LTD.		C
WR860525	2015/01/05	CONSTRUCTION LIEN	\$139,287	ADLERS MAIN TILE & CARPET CO. LTD.		C
WR860757	2015/01/06	CERTIFICATE		FRENDEL KITCHENS LIMITED	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. D. MADY INVESTMENTS INC. MARSHALLZEHR GROUP INC. ALLEN STREET HOLDINGS INC. AVIVA INSURANCE COMPANY OF CANADA LAURENTIAN BANK OF CANADA	C
REMARKS: CERTIFICATE OF ACTION WR855756						
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		
WR862055	2015/01/14	CERTIFICATE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	

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**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**



A Commissioner etc.

Request ID: 017210441
Transaction ID: 56438412
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/01/12
Time Report Produced: 09:22:44
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2172010	144 PARK LTD.	2008/05/06
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
8791 WOODBINE AVENUE	NOT APPLICABLE	NOT APPLICABLE
Suite # 100 MARKHAM ONTARIO CANADA L3R 0P4	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
8791 WOODBINE AVENUE		NOT APPLICABLE
Suite # 100 MARKHAM ONTARIO CANADA L3R 0P4	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors Minimum Maximum	Date Commenced in Ontario
	00001 00010	NOT APPLICABLE
Activity Classification		Date Ceased in Ontario
NOT AVAILABLE		NOT APPLICABLE

Request ID: 017210441
Transaction ID: 56438412
Category ID: UN/E

Province of Ontario
Ministry of Government Services

45
Date Report Produced: 2015/01/12
Time Report Produced: 09:22:44
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2172010

144 PARK LTD.

Corporate Name History

Effective Date

144 PARK LTD.

2008/08/19

2172010 ONTARIO INC.

2008/05/06

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

Address

RANDOLPH

217 CORRIE CRESCENT

KINAT

WATERLOO
ONTARIO
CANADA N2L 5W3

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 017210441
Transaction ID: 56438412
Category ID: UN/E

Province of Ontario
Ministry of Government Services

46
Date Report Produced: 2015/01/12
Time Report Produced: 09:22:44
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2172010

144 PARK LTD.

Administrator:
Name (Individual / Corporation)

Address

RANDOLPH
KINAT

217 CORRIE CRESCENT

WATERLOO
ONTARIO
CANADA N2L 5W3

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Y

Administrator:
Name (Individual / Corporation)

Address

CHARLES
MADY

8791 WOODBINE AVENUE

Suite # 100
MARKHAM
ONTARIO
CANADA L3R 0P4

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 017210441
Transaction ID: 56438412
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/01/12
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2172010

144 PARK LTD.

Administrator:
Name (Individual / Corporation)

Address

CHARLES
MADY

8791 WOODBINE AVENUE
Suite # 100
MARKHAM
ONTARIO
CANADA L3R 0P4

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:
Name (Individual / Corporation)

Address

CHARLES
MADY

8791 WOODBINE AVENUE
Suite # 100
MARKHAM
ONTARIO
CANADA L3R 0P4

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Request ID: 017210441
Transaction ID: 56438412
Category ID: UN/E

Province of Ontario
Ministry of Government Services

43
Date Report Produced: 2015/01/12
Time Report Produced: 09:22:44
Page: 5

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2172010

144 PARK LTD.

Administrator:
Name (Individual / Corporation)

Address

DAVID
A.
MADY

5735 WAYNE STREET

LASALLE
ONTARIO
CANADA N9H 2M5

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-PRESIDENT

Administrator:
Name (Individual / Corporation)

Address

GREG
PUKLICZ

5105 AUBURNDALE AVENUE

COLLEYVILLE
TEXAS
UNITED STATES OF AMERICA 76034

Date Began

First Director

2008/05/06

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-PRESIDENT

Request ID: 017210441
Transaction ID: 56438412
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Province of Ontario
Ministry of Government Services

Date Report Produced: 2015/01/12
Time Report Produced: 09:22:44
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2172010

144 PARK LTD.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	INITIAL RETURN	1	2009/06/11 (ELECTRONIC FILING)

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

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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

100050

THIS IS EXHIBIT "C" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015



A Commissioner etc.

Properties

<i>PIN</i>	22417 - 0131 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045 CITY OF WATERLOO		
<i>Address</i>	WATERLOO		
<i>PIN</i>	22417 - 0132 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045 CITY OF WATERLOO		
<i>Address</i>	WATERLOO		

Consideration

Consideration \$2,200,000.00

Transferor(s)

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

Name ALLEN STREET HOLDINGS INC.
Address for Service 217 Corrie Crescent
 Waterloo, Ontario
 N2L 5W3

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

Transferee(s)*Capacity**Share*

Name 144 PARK LTD.
Address for Service 8791 Woodbine Avenue
 Suite 100
 Markham, Ontario
 L3R 0P4

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

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

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

Signed By

Andrew Samuel Roth	295 Hagey Blvd., Suite 300 Waterloo N2L 6R5	acting for Transferor(s)	Signed 2011 09 01
--------------------	---	-----------------------------	-------------------

Tel 5195793660

Fax 5197432540

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

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

Michael Jonathan Baum	610-4100 Yonge St. Toronto M2P 2B5	acting for Transferee(s)	Signed 2011 09 01
-----------------------	--	-----------------------------	-------------------

Tel 4162505800

Fax 4162505300

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

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

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

Submitted By

HARRIS, SHEAFFER LLP

610-4100 Yonge St.
Toronto
M2P 2B5

2011 09 01

Tel 4162505800

Fax 4162505300

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$31,475.00
Total Paid	\$31,535.00

File Number

Transferor Client File Number : 110617 / 140303.1

LAND TRANSFER TAX STATEMENTS

33

In the matter of the conveyance of: 22417 - 0131 LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2
58R10656 & PTS 1 & 3 58R17045 CITY OF WATERLOO

22417 - 0132 PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045 CITY
OF WATERLOO

BY: ALLEN STREET HOLDINGS INC.

TO: 144 PARK LTD.

1. CHARLES MADY

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 144 PARK LTD. described in paragraph(s) (c) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposited to.

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

does not contain a single family residence or contains more than two single family residences.

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

(a) Monies paid or to be paid in cash	2,200,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	2,200,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	2,200,000.00

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 58 Registration No. WR639367 Date: 2011/09/01

B. Property(s):
PIN 22417 - 0131 Address WATERLOO Assessment - Roll No
PIN 22417 - 0132 Address WATERLOO Assessment - Roll No

C. Address for Service: 8791 Woodbine Avenue
Suite 100
Markham, Ontario
L3R 0P4

D. (i) Last Conveyance(s): PIN 22417 - 0131 Registration No. WR385946
PIN 22417 - 0132 Registration No. WR611292

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

E. Tax Statements Prepared By: Michael Jonathan Baum
610-4100 Yonge St.
Toronto M2P 2B5

**THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Staudel

A Commissioner etc.

55
COPY

PROMISSORY NOTE

\$3,000,000.00

DATED: August __, 2011

FOR VALUE RECEIVED, 144 Park Partnership (the "**Borrower**"), a partnership organized under the laws of the Province of Ontario, promises to pay to or to the order of Allen Street Holdings Inc. (the "**Lender**") at 217 Corrie Crescent, Waterloo, Ontario, or at such other address as directed by Lender from time to time, in currency of Canada, \$3,000,000.00 (the "**Principal Amount**").

The Principal Amount is due and payable from the proceeds of the sale of units after payment of all debts, at all times in the manner of distribution as contemplated pursuant to the terms of the Partnership Agreement dated June 25, 2008, as amended by Amending Agreement dated April 4, 2010 and Amending Agreement dated April 29, 2011, as amended from time to time (collectively the "Partnership Agreement")

The Principal Amount outstanding under this promissory note (the "**Note**") shall bear no interest.

The Borrower waives presentment, notice of dishonour, protest, notice of protest, notice of non-payment and any other notice required by law to be given to the Borrower on this Note in connection with the delivery, acceptance, performance, default or enforcement of this Note.

In accordance with section 22 of the *Limitations Act*, 2002, the limitation period otherwise applicable to this Note pursuant to section 4 of that legislation is extended to ten years.

The parties agree that this Note, and the indebtedness evidence thereby shall be fully postponed and subordinated to any security granted in favour of an entity providing security with respect to any bond, guarantee or letter of credit required pursuant to the Tarion Warranty Program and/or any construction financing as required to pay for construction of the planned structure on the property.

DATED this ____ day of August, 2011.

144 PARK PARTNERSHIP
By its Partners

ALLEN STREET HOLDINGS INC.

Per: _____

Randolph Kinat
President

I have the authority to bind the Corporation

2173170 ONTARIO INC.

Per: _____

David Mady
President

I have the authority to bind the Corporation

56
COPY

PROMISSORY NOTE

\$3,000,000.00

DATED: August __, 2011

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DATED this _____ day of August, 2011.

144 PARK PARTNERSHIP
By its Partners

ALLEN STREET HOLDINGS INC.

Per: _____
Randolph Kinat
Secretary
I have the authority to bind the Corporation

2173170 ONTARIO INC.

Per: _____
David Mady
President
I have the authority to bind the Corporation

**THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**



A Commissioner etc.

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

Properties

PIN 22417 - 0132 LT *Interest/Estate* Fee Simple
Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045 CITY OF WATERLOO
Address WATERLOO

PIN 22417 - 0131 LT *Interest/Estate* Fee Simple
Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045 CITY OF WATERLOO
Address WATERLOO

Chargor(s)

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

Name 144 PARK LTD.
Address for Service 8791 Woodbine Avenue
 Suite 100
 Markham, Ontario
 L3R 0P4

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

Chargee(s)*Capacity**Share*

Name ALLEN STREET HOLDINGS INC.
Address for Service 217 Corrie Crescent
 Waterloo, Ontario
 N2L 5W3

Provisions

Principal \$3,000,000.00 *Currency* CDN
Calculation Period
Balance Due Date See Schedule
Interest Rate See Schedule
Payments
Interest Adjustment Date
Payment Date
First Payment Date
Last Payment Date
Standard Charge Terms
Insurance Amount full insurable value
Guarantor

Additional Provisions

See Schedules

Signed By

Andrew Samuel Roth 295 Hagey Blvd., Suite 300 acting for Chargor Signed 2011 09 01
 Waterloo (s)
 N2L 6R5

Tel 5195793660
 Fax 5197432540

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

Submitted By

MILLER THOMSON LLP

295 Hagey Blvd., Suite 300
Waterloo
N2L 6R5

2011 09 01

Tel 5195793660
Fax 5197432540

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number : 140303.1

00

SCHEDULE

Additional Provisions

1. PRINCIPAL AMOUNT
 - (a) This Charge/Mortgage shall secure all obligations owing by 144 Park Partnership and the Chargor to the Chargee.
2. Collateral Charge
 - (a) This Charge/Mortgage shall be collateral to a promissory note in the amount of \$3,000,000.00 dated August 21st, 2011 executed by 144 Park Partnership in favour of the Chargee (the "Note"). Any payment under such promissory note shall be considered payment under this Charge/Mortgage.
3. POSTPONEMENT AND SUBORDINATION
 - (a) The Chargee shall fully postpone and subordinate this Charge/Mortgage to a mortgage in favour of an entity providing security with respect to any bond, guarantee or letter of credit required pursuant to the Tarion Warranty Program (the "Tarion Mortgage") without payment of any kind from the Chargor to the Chargee to obtain the postponement and subordination. The form of the postponement and subordination will be as required by the lender, acting reasonably, including any required standstill or similar postponement provisions. The proceeds of the Tarion Mortgage will be used to pay for pre-construction costs relating to the Chargor's development of the property, including, without limitation, engineering, legal, architectural, environmental, sales-marketing and zoning matters.
 - (b) At the time construction financing is required, as determined by the Chargor, the Chargee shall fully postpone and subordinate this Charge/Mortgage to a first mortgage from an institutional lender to be used to pay for construction of the planned structure on the property (the "Bank Construction Mortgage").
 - (c) The Chargee shall consent to, without charge and without payment, all plans and other material necessary to enable the Owner/ Chargor to develop the lands and will otherwise give such consents, releases, postponements or assurances as the Owner/Chargor shall require in such development, including but not restricting the generality of the foregoing:
 - (i) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Chargee;
 - (ii) Any consent or consents required to be executed in order to have the lands certified under the Certification of Titles Act, or entered under the Land Titles System or required to register any Plan of Subdivision, Plan of Condominium or Reference Plan of the lands or any part thereof;
 - (iii) Any consent or consents required to be executed in order to have the lands or any part thereof re zoned or divided;
 - (iv) To execute a postponement of the Charge in favour of any easement required to be granted by the Chargor for any utility or public purpose; and
 - (v) To grant, if necessary, partial discharges for the purpose of conveying or dedicating any of the said lands for public roads or for widening of existing public roads or for the purpose of conveying or dedicating any of the said lands that are to be conveyed by the Chargor to any Municipality or to the Province of Ontario or to any conservation authority or water resources commission or to any public or private utility, including, without limitation, Municipal reserves, parklands, walkways, road widenings and roads, or for any other public purpose,
 - (vi) any easement or other agreements reasonably required for the proper development of the lands as contemplated by the said draft condominium plan approval.

All of the foregoing being at the Chargor's sole expense. Provided further that the Chargee is not required to give any positive covenants but only to postpone its rights to the rights of the authorities having jurisdiction and that the Chargee is not required to pay any levies or any other financial obligations imposed by any party under any such Agreement.

4. REPAYMENT OF PRINCIPAL AMOUNT

- (a) Repayment of the principal amount of this Charge/Mortgage shall be made in accordance with the terms of the Note. Notwithstanding anything else set out herein, the Chargor shall be entitled to a full and complete discharge of this Charge upon delivery of confirmation to the Chargee that the capital accounts of the Chargee and 2173170 Ontario Inc. have been equalized pursuant to the terms of the Partnership Agreement dated June 25, 2008, as amended by Amending Agreement dated April 4, 2010 and Amending Agreement dated April 29, 2011, as amended from time to time (collectively the "Partnership Agreement")
5. The Chargor will be permitted to construct, install and do such other acts on the property required by the Chargor for its intended development of the property (including without limitation, the grading, filling of the property, installation of services and/or the construction of a condominium development) without being deemed to have committed waste or being in default under this Charge/Mortgage.
6. The Chargee shall grant a partial discharge for any lands required for a school site, park, recreational or other public area by any authority having jurisdiction, at no expense to the Chargor.
7. It is acknowledged that the Chargor intends to register on the subject property a plan of condominium (the "Plan"). The Chargor shall have the right, subject to compliance with the provisions of Section 50 of the Planning Act, at its expense, to obtain at any time and from time to time a partial discharge or discharges of this Charge as against any unit as set out on the Plan which has been sold or will be conveyed to any bona fide third party purchaser at no expense to the Chargor provided the net proceeds are paid to any prior ranking mortgagee on account of the property.

**THIS IS EXHIBIT "F" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

S. Staudel

A Commissioner etc.

AMENDING AGREEMENT

THIS AGREEMENT is made as of the 29th day of April, 2011.

BETWEEN:

2173170 ONTARIO INC.

(hereinafter referred to as "Mady")

OF THE FIRST PART

-and -

ALLEN STREET HOLDINGS INC.

(hereinafter referred to as "Allen")

OF THE SECOND PART

-and-

144 PARK LTD.

(hereinafter referred to as the "Nominee")

OF THE THIRD PART

WHEREAS the parties hereto are all of the parties to a Partnership Agreement dated June 25th, 2008, as amended by Amending Agreement dated April 14, 2010 (collectively, the "Partnership Agreement") pertaining to the lands described in Schedule "A" to the Partnership Agreement;

AND WHEREAS Allen and the Nominee are parties to an Agreement of Transfer dated June 25th, 2008 (the "Purchase Agreement") in respect of the transfer to the Partnership of the lands described in the Partnership Agreement;

AND WHEREAS the parties desire to amend the Partnership Agreement and the Purchase Agreement upon the terms as hereinafter set forth;

AND WHEREAS by Articles of Amendment filed August 14th, 2008, the Nominee changed its name from 2172010 Ontario Inc. to 144 Park Ltd.;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the payment of \$5.00 by each party to each of the other parties and the mutual covenants and agreements herein contained (the receipt and sufficiency of which consideration each of the parties hereto hereby acknowledges) the parties hereto hereby covenant and agree as follows:

1. All defined terms in the Partnership Agreement and the Purchase Agreement, as applicable, shall have the same corresponding meanings as set out herein.
2. Section 3.1 of the Partnership Agreement is amended by changing the date "May 1, 2011" set out therein to "August 1, 2011."

3. The following shall be added to the end of Section 3.1 of the Partnership Agreement:

“Provided if the Property is not conveyed to the Partnership by August 1, 2011 (the “Assumption date”), then from and after the Assumption Date the Partnership shall assume and be responsible for the carrying costs of the Property, including financing costs, realty taxes, utilities and insurance.”

4. The following Section 3.1A is hereby added to the Partnership Agreement:

“3.1A Allen hereby acknowledges that Mady, or its Affiliate, has entered into a contract to buy lands in the vicinity of the Property (the “Laurence Group Lands”), and to develop them as a “second phase” of the Project (the “Phase 2 Development”). Allen acknowledges and agrees that it has no interest in the Laurence Group Lands or the Phase 2 Development and that Mady is free to pursue same at its own expense. Allen further acknowledges:

(a) By virtue of the development of the Phase 2 Development, there will be certain efficiencies and cost-savings to the Partnership, for example, there will be a shared access(es) to the podium, parking and parking ramps, excavation and other cost savings may be incurred by virtue of there now only being a more efficient method of providing only one level of underground parking. Allen acknowledges, agrees and confirms the authority of the Partnership to enter into a reciprocal and cost-sharing agreement with the owner of the Phase 2 Development agreeing to grant mutual access and support and other easements as may be required in order to integrate the two developments efficiently and seamlessly, provided the cost-sharing is on the basis of number of parking spaces used by each development; and

(b) Allen covenants and agrees that it will not object to and will in fact support any development, zoning and other applications in respect of the Phase 2 Development.”

5. The following Section 3.1B is hereby added to the Partnership Agreement:

“3.1B Subject to receipt of a satisfactory opinion from tax counsel that it does not preclude the rollover contemplated pursuant to Section 3.5 hereof, Allen may at its option receive from the Partnership a non-interest-bearing collateral charge/mortgage in the amount of \$4,000,000 (the “Collateral Charge”) for registration on title to the Project, to be released once the capital accounts of the parties are equalized. The Collateral Charge will yield priority to any construction, bonding company or mezzanine financing required for the Project or the Phase 2 Development, and the holder thereof must agree to sign and deliver such postponement, subordination and standstill agreements as the senior lenders may require.”

6. Section 3.7 of the Partnership Agreement is deleted and replaced with the following:

“3.7 The transfer of the Property to the Partnership shall occur on August 1, 2011, or as soon as possible thereafter as may be agreed by the Partners. At the time of such transfer, a first charge on the Property will be granted to the bonding company, and an advance of approximately \$3,000,000 will be made thereunder. \$1,000,000 of such funds shall be paid to discharge the existing charge on the Property and shall be treated as a withdrawal of capital by Allen. The balance of the funds shall be advanced to the partnership’s bank account to be used as (i) working capital for the Partnership and (ii) at Mady’s option, to reimburse Mady for any cash advances Mady has made to the Project. Upon such advance being made as aforesaid to discharge the existing mortgage, the Shares of the

Co-Tenants, shall be re-calculated as, with respect to Mady, 55% and with respect to Allen, 45%, as and from the date of commencement of the Partnership."

- 7. Section 6.1(a) of the Purchase Agreement is amended by changing the date "May 1, 2011" to "August 1, 2011."
- 8. Section 7.1 of the Purchase Agreement is amended by changing the date "May 15, 2011" to "August 1, 2011."
- 9. In all other respects the parties ratify and confirm all of the terms and provisions of the Partnership Agreement and the Purchase Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement. _____

M: 11-110617 mady waterton partnership amending agreement block five june 27 11.doc

2173170 ONTARIO INC.

Per: _____
 Name: Charles Mady
 Title: President
I have authority to bind the Corporation

ALLEN STREET HOLDINGS INC.

Per: _____
 Name: Randolph Kinat
 Title: President
I have authority to bind the Corporation

144 PARK LTD.

Per: _____
 Name: Charles Mady
 Title: President

Per: _____
 Name: Randolph Kinat
 Title: Treasurer
We have authority to bind the Corporation

**THIS IS EXHIBIT "G" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Stead

A Commissioner etc.

POSTPONEMENT AND PRIORITIES AGREEMENT

THIS AGREEMENT dated the 11th day of November, 2014.

BETWEEN:

MARSHALLZEHR GROUP INC.

(hereinafter referred to as "MZG")

OF THE FIRST PART

- and -

ALLEN STREET HOLDINGS INC.

(hereinafter referred to as "ALLEN STREET")

OF THE SECOND PART

- and -

144 PARK LTD.

(hereinafter referred to as the "Borrower")

OF THE THIRD PART

WHEREAS MZG has provided the Borrower with financing in the amount of THREE MILLION THREE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$3,375,000.00) pursuant to the terms and conditions contained in a Facility Letter dated October 3, 2014 and all amendments, supplements, modifications, renewals or replacements from time to time (the "Third Mortgage Facility Letter") issued by MZG to the Borrower (the "MZG Third Mortgage Loan Facility");

AND WHEREAS the MZG Third Mortgage Loan Facility is or will be secured in part by a charge/mortgage of land registered against the real property described in Schedule "C" hereto (the "Property") as Instrument No. WR660381 on December 13, 2011 in the principal amount of \$2,887,696.00;

AND WHEREAS for the purposes of this Agreement, the indebtedness of the Borrower to MZG pursuant to the MZG Third Mortgage Loan Facility as amended shall be defined as (the "MZG Debt");

AND WHEREAS MZG holds security granted by the Borrower and others in consideration of MZG Debt, including the security as set out in Schedule "A" which together with all other present and future security held by MZG and all replacements and renewals thereof and amendments thereto are collectively referred to as (the "MZG Security");

AND WHEREAS the Borrower is indebted to ALLEN STREET in the sum of THREE MILLION (\$3,000,000.00) DOLLARS (the "ALLEN STREET Debt");

AND WHEREAS the ALLEN STREET Debt is secured in part by a charge/mortgage of land registered as Instrument No. WR639369 on September 1, 2011 in the principal amount of \$3,000,000.00 in favour of ALLEN STREET (the "ALLEN STREET Security");

03

AND WHEREAS the parties hereto have agreed to enter into this Agreement in order to set out the respective priorities of the MZG Security and the ALLEN STREET Security in the Property and assets of the Borrower; and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and other good and valuable consideration, the parties hereto covenant, undertake, declare and agree as follows:

ARTICLE 1. CONSENT

- 1.1 ALLEN STREET hereby acknowledges that it has consented and consents to the MZG Debt and to the creation of and issue of the MZG Security and agrees that the existence of same will not constitute an event of default under the ALLEN STREET Security and consents to the financing in the amount of \$2,887,696.00 which has been or may be advanced by MZG to the Borrower;
- 1.2 MZG hereby acknowledges that it has consented and consents to the ALLEN STREET Debt and to the creation of and issue of the ALLEN STREET Security and agrees that the existence of same will not constitute an event of default under the MZG Security.

ARTICLE 2. SUBORDINATION, POSTPONEMENT AND PRIORITY

- 2.1 MZG and ALLEN STREET declare, covenant and agree:
 - 1) that the ALLEN STREET Security is hereby fully and completely postponed and subordinated in all respect to the MZG Security;
 - 2) that the ALLEN STREET Debt is fully and completely postponed and subordinated to the MZG Debt.
- 2.2 The subordination and postponement contained herein shall apply in all events and circumstances regardless of:
 - a) the date of execution, attachment, registration or perfection of any security interest held by MZG or ALLEN STREET;
 - b) the date of any advance or other extension of credit made to the Borrower by MZG or ALLEN STREET or either of them;
 - c) the date of any default or the giving of any demand, or the date of the commencement of enforcement proceedings, or the dates of realization or attachment of any of the security interests held by MZG or ALLEN STREET or either of them;
 - d) any provision of MZG Security or the ALLEN STREET Security; or
 - e) any priority granted by any principle of law or equity or any statute, including the *Personal Property Security Act* (Ontario) and the *Bankruptcy and Insolvency Act* (Canada), or any similar statute governing the priority of security interests in property in jurisdictions other than Ontario.
- 2.3 **Insurance Proceeds:** Any insurance proceeds received by the Borrower or by MZG or ALLEN STREET in respect of the collateral charged by the MZG Security or the ALLEN STREET Security shall be dealt with according to the preceding provisions hereof as though such insurance proceeds were paid or payable as proceeds of realization of the collateral for which they compensate.
- 2.4 **No Challenges:** Each of MZG and ALLEN STREET agree that it shall not take steps directly or indirectly to challenge or contest the legality, perfection, enforceability, effectiveness or validity of any registration, attachment or perfection in respect of any security

interest now or hereafter granted by the Borrower to MZG or ALLEN STREET.

- 2.5 No Rights in favour of Third Parties: Nothing in this Agreement shall be construed as conferring any right or benefit upon the Borrower or any person not a party to this Agreement. The terms and conditions hereof are for the sole and exclusive benefit of MZG and ALLEN STREET.
- 2.6 Payments held In Trust: ALLEN STREET shall not accept any payment on account of the Allen Street Debt and if any payments are received, ALLEN STREET shall be deemed to have received and be holding same in trust for and shall immediately pay such amount to MZG.

ARTICLE 3. CO-OPERATION AND REALIZATION

- 3.1 No Waiver of Notice: Neither MZG nor ALLEN STREET is hereby waiving its right and entitlement to receive notice of repossession and intention to sell, as may be required, pursuant to the provisions of applicable personal property security law.
- 3.2 Co-operation: ALLEN STREET agrees to co-operate with and assist MZG in respect of any realization on the collateral by MZG.
- 3.3 Correction of Default by ALLEN STREET: Nothing herein shall prevent ALLEN STREET from correcting any default by the Borrower under the MZG Security or from taking an assignment of the MZG Security in the event that ALLEN STREET redeems the MZG Security and MZG hereby agrees to co-operate with ALLEN STREET in any request to receive such assignment upon such redemption.

ARTICLE 4. DISCLOSURE

- 4.1 Disclosure of Information Authorized: ALLEN STREET and MZG shall upon receipt of a written request from the other specifying in sufficient detail the information required by the party making the request, provide information and particulars as to amounts owing by the Borrower and as to such other party (including, without limitation, the business and financial affairs of the Borrower) as may be reasonably requested in such request. The Borrower hereby irrevocably consents to the disclosure of all such information among the parties hereto from time to time.

ARTICLE 5. NO EFFECT ON CERTAIN RIGHTS

- 5.1 Indulgences, etc: Subject to the provisions of this Agreement, either of MZG or ALLEN STREET may at any time and from time to time grant indulgences, extensions of time of payment or performance of other obligations or otherwise modify, amend or deal with the MZG Debt and MZG Security or the ALLEN STREET Debt and ALLEN STREET Security without the prior written consent of the other and no such action shall affect or be deemed to affect the rights of the MZG and ALLEN STREET as provided for in this Agreement.

ARTICLE 6. RIGHTS OF MZG AND ALLEN STREET

- 6.1 Rights of Borrower: The provisions of this Agreement shall not be interpreted as constituting in any case a stipulation for the benefit of the Borrower or granting to the Borrower any rights against either of the MZG or ALLEN STREET. Without limiting the generality of the foregoing, if MZG enforces its rights or remedies in violation of the terms of this Agreement, the Borrower agrees that it shall not use such violation as a defence or utilize such violation as a counterclaim or basis for set-off or recoupment against either of MZG or ALLEN STREET.

ARTICLE 7. COVENANTS OF THE BORROWER

7.1 Borrower Possessed of Assets: The Borrower hereby confirms and agrees with ALLEN STREET and MZG that so long as any of the ALLEN STREET Debt or the MZG Debt remains outstanding to either ALLEN STREET or MZG, as the case may be, the Borrower shall stand possessed of its assets so charged for ALLEN STREET and MZG, as the case may be, in accordance with their respective security interests and priorities as herein set out, unless directed by MZG.

ARTICLE 8. REGISTRATION OF AGREEMENT

8.1 ALLEN STREET consents to the registration of this Priority Agreement on the real property described in Schedule "B" to this Agreement.

8.2 ALLEN STREET agrees to provide or execute any other documentation reasonably required to complete the marketing and/or sale of the Property.

8.3 ALLEN STREET agrees, without any payment being required, to provide all consents, transfers, postponements, partial discharges or other documents reasonably required by the Borrower as agreed to in the ALLEN STREET Security to permit or facilitate the redevelopment of the Property and/or to allow for the redevelopment of the Property to proceed in an efficient and reasonable manner.

ARTICLE 9. STANDSTILL

9.1 Standstill: ALLEN STREET hereby agrees that it shall not take any Enforcement Action (as defined hereunder) under or in respect of the ALLEN STREET Debt or the ALLEN STREET Security with respect to all or any part of the Property or against the Borrower or against any guarantor or covenantor of the ALLEN STREET Debt, without reasonable prior notice to and the written consent of MZG, which consent may be given or withheld by MZG in its sole discretion. ALLEN STREET shall not challenge, contest or bring into question the validity, priority or perfection of the MZG Security or any Enforcement Action taken by MZG under or in respect of the MZG Security or MZG Debt against all or any part of the Property or against the Borrower or against any guarantor or covenantor of the ALLEN STREET Debt.

In this Agreement the term "Enforcement Action" means the commencement of power of sale, foreclosure or other judicial or private sale proceedings, the appointment or obtaining of the appointment of a receiver, a manager, or a receiver/manager of all or any part of the Property, or the appointment of any other person, corporation or entity having similar powers as the aforesaid, the attainment of Rents, the taking possession or control of all or any part of the Property or any other property or undertaking of the Borrower, the commencement, giving notice of or making any demand for payment, the provision of any notice of intention to enforce security, the taking or commencement of any action or proceeding seeking payment of or recovery of all or any part of any indebtedness or damages in lieu thereof, the accepting of a transfer of any property in lieu of foreclosure, and/or the exercise of any other rights or remedies available to a creditor under its security or otherwise at law or in equity, including without limitation, any bankruptcy proceedings.

ARTICLE 10. GENERAL

10.1 Further Assurances: Each of the parties hereto hereby agrees that it will, upon the request of any other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all further acts, deeds, assignments, transfers, conveyances, contracts, agreements, and assurances as may be required for the better carrying out and performance of all of the terms of this Agreement.

10.2 Notices: Any notice or demand, request, statement or instrument required or permitted to be given under this Agreement must be in writing and will be deemed to have been delivered four (4) days after posting if mailed by first class registered mail, postage prepaid, to the addresses below:

to MZG: MarshallZehr Group Inc.
465 Phillip Street #206
Waterloo, Ontario, N2H 6C7
Attention: Gregory Zehr, President

with a copy to: Sorbara, Schumacher, McCann LLP
31 Union Street East
Waterloo, Ontario, N2J 1B8
Attention: Mark W. Schumacher

to ALLEN STREET: Allen Street Holdings Inc.
217 Corrie Crescent
Waterloo, Ontario N2L SW3

to the Borrower: 144 Park Ltd.
8791 Woodbine Avenue, Suite 100
Markham, Ontario L3R 0P4

with a copy to: Harris Scheaffer LLP
4100 Yonge Street #601
Toronto, Ontario M2P 2B5
Attention: Michael Baum

10.3 Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10.4 Time of Essence: Time shall be of the essence of this Agreement.

10.5 Successors and Assigns: This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, neither ALLEN STREET nor MZG shall assign all or part of any of its Security without first obtaining a written agreement from the assignee under which the assignee agrees to be bound by the terms of this Agreement.

10.6 Expenses: The Borrower shall be responsible for all legal, accounting and other expenses incurred in connection with the preparation of this Agreement.

10.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and, except as stated herein and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the parties hereto of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by each of the parties hereto.


10.8 Severability: Any covenant or provision hereof determined to be void or unenforceable in whole or in part shall not be deemed to affect or impair the validity of any other covenant or provision hereof and the covenants and provisions hereof are declared to be separate and distinct.

11.0 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or PDF or

faxed form and the parties adopt any signatures received by PDF or receiving fax machine as original signatures of the parties; provided however that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or delivered in PDF form.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by its duly authorized officers in that behalf as of the day and year first above written.

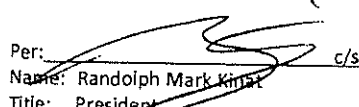
MARSHALLZEHR-GROUP-INC.

Per:  c/s
Name: Gregory Zehr
Title: President
I have authority to bind the Corporation.

144 PARK LTD.

Per: _____ c/s
Name: Charles Mady
Title: President
I have authority to bind the Corporation.

ALLEN STREET HOLDINGS INC.

Per:  c/s
Name: Randolph Mark Kimat
Title: President
I have authority to bind the Corporation.

faxed form and the parties adopt any signatures received by PDF or receiving fax machine as original signatures of the parties; provided however that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or delivered in PDF form.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by its duly authorized officers in that behalf as of the day and year first above written.

MARSHALLZEHR GROUP INC.

Per: _____ c/s

Name: Gregory Zehr

Title: President

I have authority to bind the Corporation.

144 PARK LTD.

Per: _____ c/s

Name: Charles Mady

Title: President

I have authority to bind the Corporation.

ALLEN STREET HOLDINGS INC.

Per: _____ c/s

Name: Randolph Mark Kinat

Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

1. Third Charge/Mortgage of Land registered as Instrument No. WR660381 on December 13, 2011 in the Land Titles Division of the Land Registry Office for Waterloo (No. 58) against title to the lands and premises of the Borrower including those lands and premises more particularly described in Schedule "C" to this Agreement.

4. General Security Agreements granted to MarshallZehr Group Inc. registered pursuant to the Personal Property Security Act as:
 - a) File Number 67467628B, Registration Number 20111128-1606-1862-5276;

This list may not be exhaustive and this Agreement relates to all personal property security (including all postponements) and real property security provided to MZG as defined in this Agreement by any party relating to all advances, debts and obligations in relation to the lands and premises described in Schedule "C" to this Agreement.

SCHEDULE "B"

1. Charge/Mortgage of Land registered on September 2, 2011 as instrument WR639369 in the Land Titles Office for the Land Registry Division of Waterloo (No. 58) against title to the lands and premises more particularly described on Schedule "C".

This list may not be exhaustive and this Agreement relates to all personal property security (including all postponements) and real property security provided to ALLEN STREET as defined in this Agreement by any party relating to all advances, debts and obligations in relation to the lands and premises described in Schedule "C" to this Agreement.

SCHEDULE "C"

Lots 2 & 3, Part of Lots 1, 4, 5, & 6 Plan 186, being Part 2 on 58R-17836; subject to an easement as in WR666363, City of Waterloo and being PIN 22417-0134 (LT)

and

Part of Lots 217, 218, 219 & 267 Plan 385, being Part 1 on 58R-17836; subject to an easement as in WR666363; City of Waterloo being PIN 22417-0135 (LT)

and municipally known as:

21 Allen Street, 142, 144 and 148 Park Street, Waterloo

(the "Property")

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**THIS IS EXHIBIT "H" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Staudil

A Commissioner etc.

Properties

PIN 22417 - 0131 LT *Interest/Estate* Fee Simple
Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045 CITY OF WATERLOO
Address WATERLOO

PIN 22417 - 0132 LT *Interest/Estate* Fee Simple
Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045 CITY OF WATERLOO
Address WATERLOO

Chargor(s)

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

Name 144 PARK LTD.
Address for Service Suite 100
 8791 Woodbine Avenue
 Markham, ON L3R 0P4

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

Chargee(s)*Capacity**Share*

Name AVIVA INSURANCE COMPANY OF CANADA
Address for Service 2200 Eglinton Avenue East
 Toronto, ON M1L 4S8

Provisions

Principal \$8,500,000.00 *Currency* CDN
Calculation Period See Standard Charge Terms
Balance Due Date On Demand
Interest Rate See Standard Charge Terms
Payments
Interest Adjustment Date
Payment Date See Standard Charge Terms
First Payment Date
Last Payment Date
Standard Charge Terms 200909
Insurance Amount full insurable value
Guarantor

Signed By

Michael Jonathan Baum 610-4100 Yonge St. acting for Chargor Signed 2011 09 01
 Toronto (s)
 M2P 2B5

Tel 4162505800
 Fax 4162505300

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

Submitted By

HARRIS, SHEAFFER LLP 610-4100 Yonge St. 2011 09 01
 Toronto
 M2P 2B5

Tel 4162505800
 Fax 4162505300

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

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File Number

Chargor Client File Number :	110617
Chargee Client File Number :	110724

**THIS IS EXHIBIT "I" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Staudel

A Commissioner etc.

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October 24th, 2011.

Mady Development Corporation
8791 Woodbine Avenue, Suite 100
Markham ON, L3R 0PA

Attention: Greg Puklicz

Dear Greg,

Re: Mezzanine Financing "Tower A"
144 Park Street, Waterloo ON

This letter agreement confirms that MarshallZehr Group Inc. ("Lender") is prepared to provide financing (the "Loan") for the 144 Park Street, Tower A, project based on the terms and conditions contained in this letter agreement (the "Commitment").

1. LOAN

Borrower: 144 Park Ltd. ("Borrower")

Guarantors: Mady Development Corporation, 144 Park Ltd., 2173170 Ontario Inc. and David Mady Investments (2008) Inc. together with such other related parties as the Lender may deem advisable (the "Guarantors")

Lender: MarshallZehr Group Inc. and/or such other assignee or investors as MarshallZehr Group Inc. may arrange to participate in the loan.

Project Lands: Those lands and premises described as 21 Allen Street; 142, 144, 148 Park Street.

Purpose: 3rd mortgage financing and interest reserve on subject property.

(Avivo Surety Bond in 2nd position so the borrower can use deposits for the project)

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Estimated *By November 30*
 Funding Date: September 29, 2011, on a best efforts basis

**Sallent Project
 Assumptions:**

Tower A will include 149 units including 8 town homes, with approximate gross sales of \$54,000,000 inclusive of HST.

Mortgage Amount: \$2,887,696.00 (the "Loan"), 3rd mortgage inclusive of closing fees

Initial

Advance: \$2,192,950.00
 To be advanced as soon as possible after the acceptance of this commitment letter but will not be advanced until the Lender is satisfied that Schedule 1 Bank construction financing is committed. The funds include \$2,100,000 required by Mady to satisfy the provider of the secured financing prior to their first advance. The advance also includes the brokerage and referral fees, legal fee deposit totaling \$92,950.00.

**Interest
 Reserve**

Advances A total interest reserve estimated at \$694,746.00 will be advanced over the course of the construction project and life of the mortgage and payments will be made semi-annually in arrears. Funds will be held in trust by MarshallZehr Group Inc. and interest will begin to accrue to the Borrower as of each advance date. The initial advance includes fees on the interest reserve.

Term: 24 months (commencing from the date of registration (the "Interest Adjustment Date" or "IAD").)

Interest Rate: 14.00% per annum, compounded semi-annually not in advance, with interest only payments made quarterly, after the interest reserve is fully utilized, by way of Pre-Authorized Payments on the Principal Sum of \$2,192,950.00.

Note: Interest is calculated on the day of closing of the transaction and will be charged on the day of payment of the mortgage if it is received after 1 p.m. EST.

Principal

Payments: Payments on account of principal shall be required on the Balance Due Date, or upon the receipt of funds from Registration of the Condominium Corporation, whichever is earlier.

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Partial

Discharges: Provided that the Borrower is not in default, the Lender shall provide partial discharges of Project units on the closing of a unit sale transaction provided the Borrower pays the Lender Net Sales Proceeds of each sale. Net Sales Proceeds is defined as the sale price of the unit less deductions for deposits (used in the Project's financing) and any payments on account of principal required to be made to a permitted prior lender, if any, to obtain a partial discharge of its security, normal sales commissions, and legal costs. The Borrower will pay the Lender an administration fee of \$250 and its solicitor's reasonable legal fees in respect of the preparation of the discharge for each partial discharge requested by the Borrower.

Prepayment: Subject to the partial discharge provisions, the mortgage may be prepaid in whole or in part at any time or times on the following terms:
 a) at least 60 days prior written notice is given to the Lender;
 b) no pre-payment shall be in an amount of less than \$100,000.00 without consent of the Lender.

Renewal: One 12 month extension option with 60 days written notice prior to the end of the original term. The extension is open for repayment at any time, within the Renewal Term with 60 days' notice, with an additional Broker Fee of 1.25% of the total borrowed amount outstanding and the Borrower will be responsible for any reasonable costs associated with the extension.

Broker Fees: The Borrower shall pay the following broker fees to the transaction mortgage broker, Clarity Mortgage Inc.:

Broker Fee: 2.5% of the borrowed amount OR \$72,250.

Referral Fee: 0.5% of the borrowed amount OR \$14,450.

Good Faith Deposit: \$25,000.00 non-refundable if borrower fails to proceed based on the terms of this Commitment Letter and is full compensation to the Lender for all costs incurred in preparation of this Commitment Letter and any other funding agreements and any other future documents. This fee is accepted upon signing of the Commitment Letter and is payable to "MarshallZehr Group Inc. In Trust". The Good Faith Deposit will be returned to the Borrower with the first advance.

Brokerage Fee: An additional mortgage brokerage fee of \$1,250.00 to Clarity Mortgage Inc. will be paid by the Borrower at closing in order to complete the FSCO required documentation

* or the mortgage brokerage that holds the licenses for Greg Zehr and David

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Marshall at the time.

Expenses: All reasonable expenses of the Lender and the Borrower shall be paid by the Borrower including (but not limited to), the cost of any third party reports and all legal costs. Upon request the Lender shall provide an estimate of the legal fees to be incurred by the Lender. A \$5,000 deposit is included within the initial advance to cover estimated legal fees. Regardless, the Borrower is responsible for all reasonable legal fees incurred by the Lender.

No Subordinate Financing:

No additional financing will be permitted without the prior written consent of the Lender (such consent not to be unreasonably withheld).

Maximum Rate of Return:

The parties agree that notwithstanding any agreement to the contrary, no interest on the credit advanced will be payable in excess of that permitted by the laws of Canada.

If the effective annual rate of interest calculated in accordance with generally accepted actuarial practices and principles would exceed sixty percent (or such other rate as the Parliament of Canada may deem from time to time as The Criminal Rate) on the credit advance, then (1) the amount of any fees, bonus, commissions or like charges payable in connection therewith will be reduced to the extent necessary to eliminate such excess; (2) any remaining excess that has been paid will be credited toward prepayment of the credit advanced; and (3) any overpayment that may remain after such crediting will be returned forthwith upon demand. In this paragraph the terms "interest", "Criminal Rate" and "credit advanced" have the meaning ascribed to them in Section 347 of The Criminal Code; and "credit advanced" has the same meaning as "Loan" referred to elsewhere in this Commitment.

Administration Fee Payable on Default:

In the event of a default by the Borrower or any Guarantor in their respective obligations under this Commitment, Loan or Security that is not cured within a reasonable period of time following receipt of written notice of default from the Lender, then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the Borrower and/or any Guarantor is in default of its obligations under the Commitment, Loan or Security. The said sum or sums are agreed to be liquidated damages to cover the Lender's administration and management costs and are not intended nor shall they be

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construed as a penalty. All such sums payable to the Lender shall be a charge upon the Project and its assets and interest shall accrue thereon as if they were Loan principal.

1. Terms and conditions

The Loan terms and conditions shall be such terms and conditions as the Lender may from time to time require and shall include, but not be limited to the following:

Funding Conditions

The Lender shall not be required to advance any funds prior to the Borrower having fulfilled to the Lender's satisfaction the following conditions:

1. All the Security and ancillary loan agreements and documents and opinions shall have been executed and delivered to the Lender or its solicitors and registered where and as required.
2. The Lender shall have satisfied itself with the financial performance and condition of the Borrower and each of the Guarantors in the Lender's sole discretion. Each of the Borrowers and Guarantors shall provide within five business days of the date of execution of this Commitment, at a minimum, financial statements for its two most recently ended fiscal years together with interim statements to date for the present fiscal year. To facilitate the Lender's due diligence regarding the creditworthiness of the Borrower and each of the Guarantors, each of the Guarantors and the Borrower shall authorize the Lender to conduct credit checks and each of the financial institutions with which the Borrower and the respective Guarantors deal to release any and all information reasonably required and requested by the Lender to adequately assess the credit worthiness of each respectively.
3. The Borrower shall deliver to the Lender within five business days of the acceptance of this Commitment for the Lender's satisfactory review and acceptance the following:
 - (a) a copy of the Purchase and Sale Agreement (and any subsequent amendments or side letters related thereto) and statement of adjustments for the purchase by the Borrower of the Project Lands confirming a purchase price of not less than \$4,000,000.00
 - (b) A soils test report (load bearing capacity) by a professional engineer as is acceptable to the Lender demonstrating to the satisfaction of the Lender that the proposed construction and site improvements of the Project are feasible under existing soil conditions, together with evidence that the construction specifications for the Project provide for construction in compliance with such

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conditions and with the recommendations, if any, which may be contained in such soils test report.

- (c) An appraisal, satisfactory to the Lender, of the Project confirming a fair market value of the completed units of approximately \$52,500,000.00 inclusive of HST to be prepared at the Borrower's expense and paid in advance by a Lender approved appraiser. Such appraisal report must be addressed to the Lender or be accompanied by a Transmittal Letter from the appraiser to the Lender and shall confirm that the Lender can rely upon such appraisal for lending purposes.
- (d) A construction budget prepared by the Lender's quantity surveyor satisfactory to the Lender. The Lender and its quantity surveyor, in their sole discretion, shall be satisfied i) that the budgeted hard and soft costs (including financing costs) shall be sufficient to complete the Project as planned; ii) all sources and uses of cash are acceptable; iii) the terms of the contract with the general contractor/project manager are satisfactory. A minimum of 75% of Project hard construction costs shall be supported by binding fixed price material supply and construction contracts satisfactory in all respects to the Lender or firm tender bids satisfactory in all respects to the Project's quantity surveyor.
- (e) A detailed project construction schedule outlining the time to complete the various construction stages and phases of the Project, acceptable to the Lender.
- (f) The Borrower shall have pre-sold residential units, with firm and binding purchase and sale agreements including satisfactory deposits, sufficient to generate \$47,200,000.00 inclusive of HST for Tower A of revenue. Each purchase and sale agreement shall be on terms and with purchasers acceptable to the Lender. The Lender reserves the right to disregard agreements with purchasers buying for investment or who are directly or indirectly related to the Borrower or Guarantors. All purchaser deposits shall have been paid in full and held in a separate escrow account for the sole benefit of the Project or have been released into the Project pursuant to the Aviva deposit insurance policy.
- (g) copy of the most recent Disclosure Statement and attachments as required by the Condominium Act, 1998 to be provided to prospective unit purchasers
- (h) a copy of the term sheets accepted by the provider of the primary secured construction loan financing.
- (i) satisfactory Phase 1 Environmental Site Assessment Report (and Phase 2 Report II necessary) conducted and prepared by a consultant approved by the Lender together with a Letter of Transmittal from the consultant permitting the Lender to rely on the Assessment Report.

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- (j) a survey of the Project by an Ontario licensed land surveyor showing the relationship of the lands to public thoroughfares for access purposes; and indicating no encroachments, easements or rights of way, save and except those that do not encroach or hinder the Borrower's ability to construct the project in accordance with the proposed site plan which the Lender may specifically accept.
 - (l) the Borrower's Tarrion Warranty application and confirmation a Tarrion Warranty certificate for the Project will be issued within 30 days of posting the required security deposit.
 - (k) Receipt of copy of the 1st Mortgage commitment and Aviva 2nd mortgage surety contract.
 - (l) MZG or a related party may post two MZG signs (on each main street).
 - (m) Satisfactory proof of \$3,000,000.00 in invested capital or postponed VTB.
4. the loan to value ratio, as determined in the Lender's sole discretion, shall not be greater than 90%.
 5. Confirmation satisfactory to the Lender that all property taxes are current.
 6. Such other matters as the Lender may deem appropriate and necessary to satisfy itself of the Project's viability and the ability of the Borrower and Guarantors to fulfil their obligations herein.

SECURITY TO BE DELIVERED

The Borrower shall deliver the following security (the "Security") duly registered where applicable subject only to the Primary Lender's security and the Aviva 2nd mortgage surety contract and all in the form and on the terms acceptable to the Lender's solicitors:

1. A 3rd mortgage in the amount of \$2,192,950.00 on the 21 Allen St and 142, 144 and 148 Park Street properties plus accrued interest.
2. General Security Agreement over all of the assets and undertaking of the Borrower and each corporate Guarantor, if any.
3. Unlimited Joint and several guarantees from each of the guarantors.
4. Joint and Several Deficiency Agreement executed by the Borrower and the Guarantors

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- agreeing to fund costs not included or in excess of forecasted expenditure.
5. An Environmental Undertaking and Indemnity and Checklist from the Borrower in such form as the Lender shall require.
 6. Acting reasonably, a favourable Letter of Opinion from the Lender's solicitor confirming the validity and enforceability of the Lender's security.
 7. Assignment of Insurance.
 8. Commercial Liability Insurance.
 9. Title Insurance
 10. Postponement, Subrogation and Assignment from the shareholders of the Borrower (and such other creditors as the Lender may require upon completion of its due diligence) of all indebtedness owed by and claims against the Borrower to and by the shareholders to the indebtedness and claims of the Lender.
 11. General Assignment and Transmittal Letters from the authors of all project plans, specifications, drawings and permits, all architectural, engineering, general contractor and construction contracts and copies of all third party purchase and sale agreements for individual units sold together with any other rights, interests and obligations of any kind respecting the Project and reasonably necessary for the completion of the Project as contemplated by the Lender on a default by the Borrower.
 12. The Borrower is to make interest payments by way of pre-authorized payment in a form agreed upon by the Lender for the term of the mortgage after the interest reserve is fully utilized.
 13. Such assignments of purchaser's deposits as the Lender and its solicitor's may reasonably require provided, the Borrower shall be permitted to inject the deposit funds into the Project in respect of direct Project construction costs.
 14. Such further security, guarantors and ancillary documents and agreements as the Lender or its solicitors may, acting reasonably, deem necessary to adequately secure the Loan obligations and complete and perfect the Security.
 15. On each anniversary date of the mortgage, the Borrower will provide to the Lender proof that the taxes are current, an update that insurance is still in effect and updated financial statements for the Borrower and any corporate guarantor as well as updated personal net worth statements for any personal guarantors.
 16. The Borrower shall provide editorial updates including status updates on the project and

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photos showing the progress on the project for our file on a quarterly basis starting 3 months after registration of the mortgage.

2. Borrowers Covenants

The Borrower and, where applicable, each of the Guarantors covenants as follows and a breach of any covenant shall be a default under the terms of the Security:

1. The Borrower shall not assign, transfer or otherwise dispose of this Commitment or the Security without the Lender's prior written consent. However, the Commitment and Security may be assigned by the Lender in whole or in part to another lender(s). Except as hereinafter provided, the Borrower and Guarantor consent to the disclosure by the Lender to any such prospective assignee or participant of all information and documents regarding the Project, the Borrower, and the Guarantor within the possession or control of the Lender.
2. Without the Lender's prior written consent having first been obtained, the Borrower shall not sell, transfer or convey the Project or its rights therein. In the event of a breach by the Borrower of this covenant then, at the sole option of the Lender, all monies outstanding, together with all accrued and unpaid interest thereon and any other amounts due under the Commitment or the Security, shall become due and payable.
3. The Borrower shall:
 - i) comply in all relevant aspects with the provisions of the Construction Lien Act;
 - ii) as and when requested by the Lender, provide to the Lender complete bank records relating to all holdbacks including cancelled cheques, bank statements and completion certificates as the Lender may reasonably require;
 - iii) grant to the Lender the right and authority for the Lender to obtain all information relative to the holdback account(s) from the financial institution(s) where the holdback(s) is/are retained;
 - iv) provide a covenant that the Borrower will supply to the Lender a statutory declaration in conjunction with each advance under the mortgage, confirming the status of the holdback account(s) as at the date of the statutory declaration;
4. The Borrower will substantially complete the Project in accordance with Lender approved plans, specifications, project budget and construction schedule, pay its taxes, protect its properties by contest of adverse claims, maintain required insurance, perform its obligations under contracts and agreements, obtain all necessary approvals for construction and use of the Project, comply with all governmental rules and regulations, permit reasonable inspections, by the Lender and its agents of the Project and all records

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pertaining to the Project. It is agreed that the Lender shall retain the services of a quantity surveyor to monitor the Project at the expense of the Borrower and the Borrower covenants to assist and cooperate with such surveyor.

5. The Borrower shall make and ensure that all payments due to the architect, general contractor, all contractors, sub-contractors and all other suppliers of materials and services of any kind to the Project are made when and as they become due in compliance with the terms of their respective contracts and the provisions of the Construction Lien Act. The Borrower shall ensure that no liens are registered against the Project or its assets and will immediately move to have same vacated if registered.
6. The Borrower shall not commit any waste on the lands.
7. Borrower and Guarantors must have and maintain throughout the term of the loan a minimum combined net equity in the Project equal to the greater of (i) 5% of Project development costs or (ii) \$3,000,000.00. For the purposes of this paragraph net equity (VIB) shall be equal to the sum of the value of the raw land as determined by the Lender (to a maximum value of \$4,000,000.00) plus the value of the Project completed to date (exclusive of land value) as determined by the Lender's quantity surveyor, net of all payables, purchaser deposits paid into the Project, construction holdbacks, unsubordinated Project financing, amounts advanced by the Lender and all Recoveries (Recoveries being defined as all recaptured Project expenses including, HST, previously funded by the construction lender or the proceeds of the Loan herein).
8. The Borrower shall not permit any transfer or issuance of shares in the share capital of the Borrower or in the officers and directors or a change in the terms of the termination of the shareholders agreement made between the Borrower and each of its shareholders, without the prior written consent of the Lender.
9. The Borrower shall ensure that no deviation in excess of 90 days from any material milestone date in the construction schedule or cost overrun, as determined by the Lender's quantity surveyor, occurs unless approved in writing by the Lender.

3. Default Provisions

The content of this Default Provisions section shall be subject to the restrictions at any standstill agreement[s] between the Lender and the 1st mortgage Lender and/or second mortgage Lender (Aviva).

Upon any default under this Commitment or the Security, that is not cured in a reasonable period of time following notice of default by the Lender, the Lender may declare, after providing reasonable written notice, any or all of the obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject

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matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or not, and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Project or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Borrower. Any such receiver or receivers so appointed shall have power to take possession of the Project or any part thereof and to carry on the business of the Borrower, and to borrow money required for the maintenance, preservation or protection of the Project or any part thereof, and to further charge the Project in priority to the security constituted by this Commitment as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Project on such terms and conditions and in such manner as he shall determine. In exercising any powers, any such receiver or receivers shall act as agent or agents for the Borrower and the Lender shall not be responsible for his or their actions.

In addition, the Lender may enter upon the applicable premises and lease or sell the whole or any part or parts of the Project. The Borrower agrees that it will be commercially reasonable to sell such part of the Project;

- (a) as a whole or in various units;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Lender of at least two offers from prospective arms-length purchasers.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Lender in its sole discretion may seem advantageous and such sale may take place whether or not the Lender has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this letter includes a receiver and manager.

4. General Provisions

1. The Lender shall have no obligation to advance funds unless and until all of the above terms and conditions have been deemed by the Lender to be complete, true and otherwise in all respects satisfactory, in the Lender's sole discretion.
2. No term or requirement of this Commitment may be waived or varied orally or by any

465 Phillip St., Suite 206, Waterloo, ON, N2L6C7
 p. 519.342.0852 f. 519.342.0851
 Claris Mortgage Inc. - Brokerage Num: 10907
 MarshallZehr Group Inc. - Mortgage Administration Num: 11955
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MarshallZehr GROUP

course of conduct of the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.

3. The Lenders solicitors shall be:

Sorbara Law
300 Victoria Street North
Kitchener, Ontario N2H 6R9

The Borrower's solicitor shall be:

Harris, Sheaffer LLP Barristers & Solicitors
4100 Yonge Street, Suite 610
Toronto, ON, M2P 2B5
Tel 416 250-3685

The Borrower shall bear any and all reasonable legal costs of the Lender.

4. Time is of the essence in this Commitment.
5. The Borrower and Guarantor agree that if any one or more of the provisions contained in this Commitment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Lender, not affect any or all other provisions of this Commitment and this Commitment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
6. The waiver by the Lender of any breach or default by the Borrower of any provisions contained herein shall not be construed as a waiver of any other or subsequent breach or default by the Borrower. In addition, any failure by the Lender to exercise any rights or remedies hereunder or under the Security shall not constitute a waiver thereof.
7. The representations, warranties, covenants and obligations herein set out shall not merge or be extinguished by the execution or registration of the Security but shall survive until all obligations under this Commitment and the Security have been duly performed and the Loan, interest thereon and any other moneys payable to the Lender are repaid in full. In the event of any inconsistency or conflict between any of the provisions of the Commitment and any provision or provisions of the Security, the provisions of the Security will prevail.
8. No term or requirement of this Commitment may be waived or varied orally or by any course of conduct at the Borrower or anyone acting on his behalf or by any officer, employee or agent of the Lender. Any alteration or amendment to this Commitment must

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MarshallZehr Group Inc. - Mortgage Administration Num: 11955

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GROUP

be in writing and signed by a duly authorized officer of the Lender and accepted by the Borrower and Guarantor.

9. Notwithstanding the registration of the Security or the advancement of funds, the terms of this Commitment Letter shall not merge with the delivery and/or registration of the Security and shall remain in full force and effect. Any default under the terms of this Commitment Letter shall be deemed a default under the Security and any default under the terms of the Security shall be deemed a default under the terms hereof. In the event of a conflict between the terms of the Security and the terms of this Commitment Letter, the Lender, in its sole discretion may determine which shall take precedence and govern.
10. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A facsimile or electronic copy of an executed counterpart shall be deemed to be an original.

If you are in agreement with the above terms, please indicate such agreement by signing and forwarding to the undersigned as copy of this letter agreement together with the \$25,000 Good Faith Deposit payable to MarshallZehr Group Inc. in Trust. The execution of this letter does not obligate the Lender to advance any of the agreed funds unless all of the conditions to such advances have been satisfied to the satisfaction of the Lender and its solicitors.

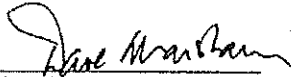
By signing this Commitment Letter the Borrowers and Guarantors agree that the Lender may obtain credit and other financially related information about the Borrower(s) and the Guarantor(s), including reports from other credit grantors, consumer reporting agencies and credit bureau.

Unless this Commitment letter is accepted by the Borrower and all required Guarantors within five business days of the date of hereof by delivery of a fully executed copy to the Lender then, at the Lender's sole option, the Commitment shall be terminated.

Yours truly,

MarshallZehr Group Inc.

Per:



David Marshall
CEO

I have authority to bind the corporation

465 Phillip St., Suite 206, Waterloo, ON, N2L6C7
p. 519.342.0852 f. 519.342.0851
Clarity Mortgage Inc. - Brokerage Num: 10907
MarshallZehr Group Inc. - Mortgage Administration Num: 11955
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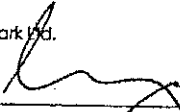
MarshallZehr

GROUP

Acknowledged and agreed at Madison, ON this 25th day of OCTOBER, 2011.

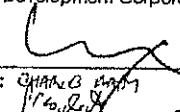
Borrower:

144 Park Ltd.

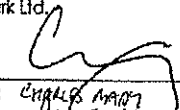
Per: 
 Name: CHARLES MADY
 Title: President
 I have authority to bind the corporation

The following parties execute this commitment letter in their capacities as guarantors only.

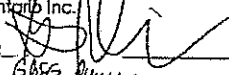
Mady Development Corporation

Per: 
 Name: CHARLES MADY
 Title: President
 I have authority to bind the corporation

144 Park Ltd.

Per: 
 Name: CHARLES MADY
 Title: President
 I have authority to bind the corporation

2173170 Ontario Inc.

Per: 
 Name: GREG RUSSELL
 Title: Vice President
 I have authority to bind the corporation

David Mady Investments (2008) Inc.

465 Phillip St., Suite 206, Waterloo, ON, N2L6C7
 p. 519.342.0852 f. 519.342.0851
 Clarity Mortgage Inc. - Brokerage Num: 10907
 MarshallZehr Group Inc. - Mortgage Administration Num: 11953

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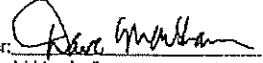
MarshallZehr
GROUP

Lender:

I HEREBY accept the terms and conditions as stated herein.

DATED at Waterloo, this 21st day of October, 2011.

MarshallZehr Group Inc. "in Trust"

Per: 
David Marshall

"I/We have the authority to bind the Corporation"

465 Phillip St., Suite 206, Waterloo, ON, N2L6C7
p. 519.342.0852 f. 519.342.0851
Curby Mortgage Inc. - Brokerage Num: 10907
MarshallZehr Group Inc. - Mortgage Administration Num: 11955
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MarshallZehr GROUP

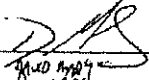
ADDENDUM TO 144 PARK ST. "TOWER A" COMMITMENT LETTER DATED OCT. 24, 2011

The following guarantors listed below are to be added as guarantors to the above-noted Commitment Letter.

Additional Guarantors:

D. Mady Investments Inc.

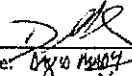
Per:


Name: D. Mady
Title: President

I have authority to bind the corporation

D. Mady Holdings Inc.

Per:


Name: D. Mady
Title: President

I have authority to bind the corporation

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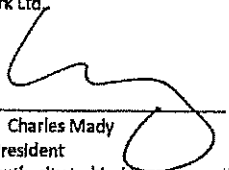
MarshallZehr GROUP

Borrower

Acknowledged and agreed at MARKHAM, ON this 2nd day of November, 2011.

144 Park Ltd.

Per:



Name: Charles Mady

Title: President

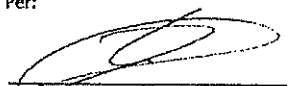
I have authority to bind the corporation

Lender

Acknowledged and agreed at Waterloo this 2nd day of November, 2011.

MarshallZehr Group Inc.

Per:



Name: Gregory Zehr

Title: President

I have authority to bind the corporation

**THIS IS EXHIBIT "J" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**



A Commissioner etc.

Properties

PIN 22417 - 0131 LT *Interest/Estate* Fee Simple
Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045 CITY OF WATERLOO
Address WATERLOO

PIN 22417 - 0132 LT *Interest/Estate* Fee Simple
Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045 CITY OF WATERLOO
Address WATERLOO

Chargor(s)

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

Name 144 PARK LTD.
Address for Service 8791 Woodbine Avenue
 Markham, Ontario, L3R 0P4

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

Chargee(s)*Capacity**Share*

Name MARSHALLZEHR GROUP INC.
Address for Service 465 Phillip Street #206
 Waterloo, Ontario, N2L 6C7

Statements

Schedule: See Schedules

Provisions

Principal \$2,887,696.00 *Currency* CDN
Calculation Period semi-annually
Balance Due Date See Schedule
Interest Rate 14% per annum
Payments
Interest Adjustment Date
Payment Date See Schedule
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount full insurable value
Guarantor

Additional Provisions

Payments: Interest only quarterly

Signed By

Charlotte Ann Langill 300 Victoria St. N. acting for Chargor Signed 2011 12 13
 Kitchener (s)
 N2H 6R9

Tel 5195760460

Fax 5195763234

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

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

Submitted By

SORBARA, SCHUMACHER, MCCANN LLP

300 Victoria St. N.
Kitchener
N2H 6R9

2011 12 13

Tel 5195760460

Fax 5195763234

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number :	62262
Chargee Client File Number :	62672

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SCHEDULE "A"

1. All interest hereunder shall accrue on any outstanding principal balance both before and after default as well as before and after maturity and judgment all in accordance with the Mortgage Commitment entered into between the Chargor and MarshallZehr Group Inc. and dated October 24th, 2011 (the "Commitment").
2. The Chargee shall make advances to the Chargor under the Charge only in accordance with the Commitment.
3. Interest shall accrue on the outstanding principal balance from time to time at the rate set out in the Charge and shall be calculated, compounded and payable semi-annually, in arrears, with the first payment of interest being due and payable six(6) months following the date of the initial advance of funds (the "Interest Adjustment Date"). Included in the principal amount of the Charge is an interest reserve as provided for in the Commitment (the "Interest Reserve"). The entire principal amount of this Charge shall be advanced on the Interest Adjustment Date and the amount of the Interest Reserve shall be estimated by the Chargee in accordance with the Commitment, held in trust by the Chargee and drawn down upon by the Chargee to satisfy the accrued and unpaid interest, or in the event of default to be applied against the then outstanding principal.
4. The Principal amount of this Charge shall mature and become due and payable twenty four (24) months following the Interest Adjustment Date (the "Maturity Date")
5. Provided that the Chargor is not in default under this Charge
 - (a) it shall be entitled to obtain partial discharges for each registered condominium unit forming the lands upon which this Charge is registered upon payment of Net Closing Proceeds (as hereinafter defined). Net Closing Proceeds means the gross sale price of the unit, less deductions for deposits used in the Project, any payment required to be made to any permitted prior lender on account of its charge on title, usual or customary sales commissions and legal costs any amounts deducted with respect to HST and any retention amounts as confirmed by the excesses condominium deposit insurer. The Chargor shall pay an administration fee of \$250.00 plus HST for each unit to be discharged together with the Chargee's reasonable legal fee in respect of the processing of each discharge. Such payment shall be on account of all outstanding principal and accrued and unpaid interest on the Charge, but shall be applied first as against any accrued and unpaid interest and then as against principal; and
 - (b) the Chargee shall execute such documentation as is required to register a Plan of Condominium including without limitation the Schedule B of a condominium declaration.
6. In addition to the partial discharge provision above, the Chargor, upon 60 days prior written notice to the Chargee, shall have the privilege of prepaying the principal amount of the Charge in whole or in part, without bonus or penalty, provided each payment is a minimum amount of \$100,000.00. Provided that this privilege shall only be available to the Chargor if the Chargor is not in default under this Charge, the Commitment or any other security issued to the Chargee in connection with the Commitment.
7. This Charge shall be subject to the terms and conditions of the Commitment and in the event of any conflict between the terms hereof and those contained in the Commitment, the Commitment shall take precedence and prevail. The Commitment shall not be deemed to merge with the terms of this charge but shall survive the delivery and registration of this Charge and any default under the terms of the Commitment shall be and be deemed a default under the terms of this Charge and a default under the terms of this Charge shall be deemed a default under the terms of the Commitment.
8. In the event of a default by the Chargor or any Guarantor in their respective obligations under the Commitment, this Charge or any other security issued in connection with the Commitment to the Chargee then, the Lender shall, notwithstanding anything contained herein to the contrary, be entitled to receive in addition to all other fees, charges and disbursements, an administration and management fee in the amount of \$5,000.00 for each month or part thereof that the Chargor and/or any Guarantor is in default of its

obligations under the Charge. The said sum or sums are agreed to be liquidated damages in respect of the Chargee's administration and management costs and are not intended nor shall they be construed as a penalty. All such sums payable to the Chargee shall be added to and deemed to be outstanding principal and interest shall accrue thereon.

9. The Chargor covenants as follows and a breach of any covenant shall be a default under the terms of the Commitment and this Charge:

(a) The Chargor shall not assign, transfer or otherwise dispose of the Commitment, the property or this Charge without the Chargee's prior written consent. The Commitment, this Charge and any other security held by the Chargee may be assigned by the Chargee in whole or in part to another Chargee(s). Except as hereinafter provided, the Chargor consents to the disclosure by the Chargee to any such prospective assignee or participant of all information and document in its possession regarding the Chargee within the possession or control of the Chargee. Provided that the Chargor may transfer individual condominium units to third party purchasers upon payment and discharge of this Charge in accordance herewith.

(b) Subject to paragraph 9(a) above, without the Chargee's prior written consent having first been obtained, the Chargor shall not sell, transfer or convey the property or its rights therein. In the event of a breach by the Chargor of this covenant then, at the sole option of the Chargee, all monies outstanding, together with accrued and unpaid interest thereon and any other amounts due under the Commitment, this Charge or any other security held by the Chargee, shall become due and payable.

10. Upon any default under the Commitment, this Charge or any other Security issued to the Chargee, the Chargee shall provide the Chargor a thirty (30) day period (the "Cure Period") to cure such default, during which the Chargor shall have the opportunity to correct all causes of default. If after the Cure Period the Chargor has not cured the default(s), the Chargee may declare any or all of the obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers (hereinafter called "Receiver" or "Receivers") of the subject matter of such security or any part thereof and such Receiver or Receivers may be any person or persons, whether an officer or officers or employee or employees of the Chargor or not, and the Chargee may remove any Receiver or Receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a Receiver or Receivers or for sale of the Project or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Chargee. Any such Receiver or Receivers so appointed shall have power to take possession of the Property or any part thereof and to carry on the business of the Chargor, and to borrow money required for the maintenance, preservation or protection of the Property or any part thereof, and to further charge the Property in priority to the security constituted by the Commitment as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Property on such terms and conditions and in such manner as he shall determine. In exercising any powers, any such Receiver or Receivers shall act as agent or agents for the Chargor and the Chargee shall not be responsible for his or their actions.

In addition, the Chargee or Receiver or Receivers may enter upon the applicable premises and lease or sell the whole or any part or parts of the Property. The Chargor agrees that it will be commercially reasonable to sell such part of the Property:

- (a) as a whole or in various units;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and
- (c) by private sale after the receipt by the Chargee of at least two offers from prospective arms-length purchasers.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Chargee in its sole discretion may seem

advantageous and such sale may take place whether or not the Chargee has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Chargee shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this schedule includes a receiver and manager.

11. (a) Any Receiver shall have all of the powers of the Chargee set out in this Charge and, in addition, shall have the following powers:
- (i) to carry on the Business of the Chargor and to enter into any compromise or arrangement on behalf of the Chargor; and
 - (ii) with the prior written consent of the Chargee to borrow money in its name or in the Chargor's name, for the purpose of carrying on the business of the Chargor and for the preservation and realization of the undertaking, property and assets of the Chargor including, without limitation, the right to pay persons having prior charges or encumbrances on the property with any amount so borrowed and any interest thereon to be a charge upon the mortgaged property in priority to this Charge;
- (b) Any Receiver appointed pursuant to the provisions hereof shall be deemed to be an agent of the Chargor for the purposes of:
- (i) carrying on and managing the business and affairs of the Chargor, and
 - (ii) establishing liability for all of the acts or omissions of the Receiver while acting in any capacity hereunder and the Chargee shall not be liable for such acts or omissions,

provided that, without restricting the generality of the foregoing, the Chargor irrevocably authorizes the Chargee to give instructions to the Receiver relating to the performance of its duties as set out herein.

12. Notwithstanding anything set out in the Commitment, or any security delivered therewith to the contrary, the Chargee hereby consents to the granting of real property and ancillary security by the Chargor for the purpose of financing construction on the land, and the Chargee shall at all times and from time to time execute and deliver to the Chargor and its construction mortgagee a postponement and all such further documents, agreements or other assurances as may be necessary to subordinate its interest in the property and assets of the Chargor and the Guarantors. Provided that such financing shall not exceed the construction budget as approved by the Chargee.
13. The Chargee's security interest in the land shall at all times be postponed to and rank subordinate to any and all present security interest(s) in the land granted by the Chargor and to any and all future security interest(s) in the land granted by the Chargor for the purpose of financing construction on the land. Such postponements and subordinations shall apply notwithstanding the respective dates of execution and registration of any other security interest in the land, the date of any advance, the date of any default, or any other matter.
14. Provided further that the Chargor shall have the right, subject to compliance by the Chargor with the provisions of Section 50 of the *Planning Act*, at its expense, to obtain at any time and from time to time a partial discharge or discharges of this Charge upon payment on account of principal of a sum bearing the same proportion to the principal balance outstanding under this Charge at the time of partial discharge that the area of land to be partially discharged bears to the total area of undischarged lands immediately prior thereto, together with interest thereon to the date of payment, provided however that no such partial discharge shall leave landlocked any undischarged lands. The total area of the undischarged lands and the area of land to be partially discharged shall be determined by certificate of an Ontario Land Surveyor engaged by the Chargor at its sole cost and expense, such certificate of area to be absolutely determinative thereof. Without limiting the generality of the foregoing, it is acknowledged and agreed that if the whole or any part of the lands which are the subject of this Charge are contained within a registered plan of subdivision, the Chargor shall be entitled to obtain a partial

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discharge or discharges of any one or more lots or blocks, or parts thereof, contained within such registered Plan of Subdivision, on the foregoing basis.

15. The Chargee shall execute upon request and without payment of any kind, all plans and other material necessary to enable the Owner/ Chargor to develop the lands and will otherwise give such consents, releases, postponements or assurances as the Owner/Chargor shall require in such development, including but not restricting the generality of the foregoing:
- (a) Engineering, financial and subdivision agreements required by the Municipality to be executed by the Chargee;
 - (b) Any consent or consents required to be executed in order to have the lands certified under the Certification of Titles Act, or entered under the Land Titles System or required to register any Plan of Subdivision, Plan of Condominium or Reference Plan of the lands or any part thereof;
 - (c) Any consent or consents required to be executed in order to have the lands or any part thereof re-zoned or divided;
 - (d) To execute a postponement of the Charge in favour of any easement required to be granted by the Owner /Chargor for any utility or public purpose; and
 - (e) To grant, if necessary, partial discharges for the purpose of conveying or dedicating any of the said lands for public roads or for widening of existing public roads or for the purpose of conveying or dedicating any of the said lands that are to be conveyed by the Chargor to any Municipality or to the Province of Ontario or to any conservation authority or water resources commission or to any public or private utility, including, without limitation, Municipal reserves, parklands, walkways, road widenings and roads, or for any other public purpose, provided however that the Chargee shall not be required to undertake or assume any financial or other obligation.

The Chargor shall pay the Chargee's reasonable legal fees in respect of any such requests.

15. The Chargee shall grant a partial discharge for any lands required for a school site, park, recreational or other public area by any authority having jurisdiction in exchange for the lesser of the amount paid in cash to the Owner/Chargor, or the amount payable for partial discharge purposes calculated in accordance with the provisions of paragraph 14 above.
16. The Chargee hereby covenants and agrees that upon five (5) business days' notice, the Chargee or its appointee will execute any documentation referred to herein.
17. The Chargor, its agents, employees or contractors, may conduct building operations upon the lands including, without limiting the generality of the foregoing, demolition or removal of any existing building, surveying, grading, excavation, installation of services and all acts incidental to the development of the lands at any time and from time to time and without payment and without such acts being deemed acts of waste.

**THIS IS EXHIBIT "K" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Handil

A Commissioner etc.

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8500 Leslie Street, Suite 100
Thornhill, Ontario L3T 7M8
Tel: 905.886.5020 Fax 905.886.5851

REVISED

March 7, 2012

Mady Development Corporation
100-8791 Woodbine Avenue
Markham, Ontario L3R 0P4

Attention: Mr. Greg Puklicz
Senior Vice President

Dear Sir:

RE: Financing for the Construction of a 19-storey, 149-unit residential condominium building described below and located at 142, 144, and 148 Park Street, 21 Allen Street, Waterloo, Ontario and which is known as 144 Park (the "Project") – Loan No. 1423771.1

LAURENTIAN BANK OF CANADA ("Laurentian Bank" or "LBC") and National Bank of Canada (hereinafter called "NBC"), severally, (all such lenders hereinafter collectively called the "Lender") are pleased to offer to the undersigned Borrower a commitment (the "Commitment") to finance a mortgage loan (the "Loan") upon the security hereinafter provided and subject to the following terms and conditions:

1. BORROWER:

144 Park Ltd. (the "Borrower")

2. BENEFICIAL OWNER(S):

2173170 Ontario Inc. and Allen Street Holdings Inc. (collectively, the "Beneficial Owner")

3. GUARANTOR(S):

D. Mady Investments Inc., D. Mady Holdings Inc. and Charles Mady (collectively, the "Guarantors")

Refer to the Loan Security section for the particulars applicable to all guarantors.

4. CREDIT PARTIES:

In this Commitment each of the persons, firms, corporations and entities individually comprising each of the Borrower, the Guarantor and, if applicable, the Beneficial Owner, is hereinafter called a "Credit Party" and all such persons, firms, corporations and entities together are hereinafter called the "Credit Parties".

5. PROJECT / SECURED PROPERTY:

A 0.810 acres parcel of land to be developed with a 19-storey building containing 141 condominium apartment units and 8 condominium townhome units. The net saleable area of the residential condominium units shall be approximately 158,667 square feet.

Parking will be provided for up to 161 vehicles. Parking stalls will be provided as follows: 148 stalls for residents, 13 stalls for visitors.

The legal description of the above-referenced property (the "Property") is to be confirmed by the Lender's solicitors.

6. PURPOSE OF LOAN:

Facility 1: Construction Loan
to construct a 19-storey, 149-unit residential condominium building

Facility 2: Letters of Credit

Facility 3: Line of Credit
to cover costs payable between Construction Loan draws

7. SYNDICATION OF FACILITIES:

This Commitment and the obligations of the Lender herein represents 50.00% of the total Loan facilities provided by LBC and 50.00% of the total Loan facilities provided by NBC on a pari passu basis. The initial advance of the Loan is subject to the execution of a satisfactory form of Co-Lender's Agreement and/or Participation and Servicing Agreement to be entered into by Laurentian Bank and National Bank of Canada. These conditions are for the benefit of the Lender and may only be waived by the Lender.

In addition to the Commitment Fee and any other fees applicable to this Commitment, the Borrower agrees to pay the Lender an origination fee (the "Origination Fee") in the amount of \$90,000.00 payable from the initial construction advance of the Loan. The Origination Fee is intended to compensate the Lender for successfully syndicating the Loan facilities.

8. FACILITIES:

The facilities to be made available to the Borrower, when not in default and pursuant to the terms and conditions of this Commitment, to be secured by the Security Documents, are the following facilities (hereinafter collectively, the Facilities")

Facility 1: \$36,044,000.00 (maximum)
Demand Interim Non-Revolving Construction Loan Facility

A demand loan in the amount of the lesser of the following:

- a. \$36,044,000.00;
- b. 75.000% of costs; and
- c. 69.000% of completed value (Net of HST)

Facility 2: \$2,000,000.00
Letters of Credit Facility.

Letters of Credit will be made available only for the following purpose(s): (a) to municipal bodies and public utilities for development purposes; and, (b) where applicable, to Tarion Warranty Corporation in respect of purchaser deposits for the Project. Letters of Credit may only be issued for terms of one (1) year and are renewable prior to the maturity thereof provided the Borrower is not in default, the term of the Commitment has not then expired and demand has not been made on the Borrower.

Letters of Credit, other than those for Tarion Warranty Corporation, are to be duplicate in nature.

Letters of Credit for Tarion Warranty Corporation may be released and returned for cancellation on confirmation of replacement security with a substitute deposit insurer for purchaser deposits, acceptable to the Lender, and concurrently therewith execution and delivery by the substitute deposit lender of a form of priorities agreement in favour of the Lender, in form and content acceptable to the Lender.

Any draws under Letters of Credit, other than those for Tarion Warranty Corporation, will result in offsetting reductions in amounts available under Facility 1. On completion and repayment of the Loan, any remaining outstanding Letters of Credit must be secured with equivalent cash deposits.

Facility 3: \$250,000.00
Operating Line of Credit.

An operating Line of Credit (as a sub-credit of Facility 1) to assist the Borrower in bridging approved Project costs between advances made pursuant to Facility 1. All draws under this facility must be retired in full at the time of each advance of Facility 1 and the total of all funds advanced under the Line of Credit and the Construction Loan Facility cannot exceed the approved amount of Facility 1.

For greater clarity, the maximum authorized amount for the total of all of the above Facilities is \$38,044,000.00, being the aggregate of Facilities 1 and 2 above. Notwithstanding the total of the above Facilities the Borrower agrees that the Lender's charge of the real property comprising the Property shall be registered in the higher amount of \$40,000,000.00.

9. TERM:

30 months from 1st day of the calendar month next following the date of the initial advance of the Loan (plus the part of the month in which the Loan is advanced), subject to the right of the Lender to demand repayment at any time.

10. INTEREST RATE:

Facility 1: Demand Interim Non-Revolving Construction Loan Facility

A variable annual rate which is 175 basis points (1.750%) above the LBC Prime of interest announced, quoted or charged from time to time by LBC at the location designated by the Lender (the "LBC Prime Rate"), as the Lender's reference rate then in effect for determining interest rates on Canadian dollar commercial loans made by the Lender in Canada, adjusted daily and compounded monthly. A minimum interest rate shall be set at the time of the initial advance of funds based on the then current LBC Prime plus 1.750%. The applicable interest rate shall vary automatically without notice to the Borrower upon each change in the LBC Prime Rate.

Interest accrues from the date of disbursement of funds to our solicitors. The Lender reserves the right to adjust the spread on 30 days notice to the Borrower.

Facility 2: Letters of credit Facility

Letter(s) of Credit are to be for items included as part of the approved budget as provided above.

Letters of Credit will be subject to an annual fee of 1.750% of the required amount. The fee is deemed earned upon the issuance of each Letter of Credit, and subsequently, upon each successive anniversary of the issuance thereof. Letters of Credit may only be issued after the security documents are registered on title and, if applicable, acceptable security is posted with Laurentian Bank.

The Letter of Credit rates are subject to change based on the pricing schedule in effect at Laurentian Bank.

Facility 3: Line of credit Facility

Shall be same as the Facility 1, Construction Loan

11. REPAYMENT:

Interest only monthly, payable in arrears, both before and after demand, default and/or judgment. All payments received by the Lender will be applied first to any interest in arrears, then to the interest, and finally to the principal. Interest on overdue interest shall be calculated at the same rate as interest on advances of the Loan, but shall be compounded monthly and payable on demand both before and after demand, default and/or judgment.

The Loan is open for prepayment at any time or times by the Borrower.

The Loan will be repaid by the Borrower in full on the earlier of the date of written demand and 30 months from the first day of the calendar month following the date of the first advance of the Loan.

12. PARTIAL DISCHARGES:

Provided there has been no default, partial discharges will be provided on a per unit basis upon receipt of 100% of net sale proceeds excluding reasonable closing costs i.e. legal fees, commissions, mortgage discharge fee, interest due on purchaser deposits and HST on the sale of the units.

A fee of \$150.00 per each discharge document (for single or multiple units) to be executed will be paid from closing proceeds in addition to legal discharge fees to be charged by Laurentian Bank's solicitors.

Closing proceeds will be applied firstly to repay Line of Credit, secondly to Construction Loan and thirdly to fully secure by cash any Letters of Credit outstanding.

13. SOURCES AND USES OF FUNDS:

USE OF FUNDS

Land Cost	\$4,048,160.00
Hard Costs	\$32,213,243.00
Soft Costs	\$11,154,975.00
Contingencies	\$537,622.00
Total	\$47,954,000.00

<u>SOURCE OF FUNDS</u>	%	
First Mortgage Loan	75.164%	\$36,044,000.00
Mezzanine Loan	4.226%	\$2,026,641.00
Purchaser Deposits	12.602%	\$6,043,254.00
Deferred Costs	1.752%	\$840,105.00
Land Equity/Deferred VTB Mortgage	<u>6.256%</u>	<u>\$3,000,000.00</u>
Total	100.000%	\$47,954,000.00

Notes: Deposits utilized in the Project (to be confirmed by the Cost Consultant) in excess of \$6,043,254.00 will result in a corresponding reduction in the authorized Loan amount.

All figures to be confirmed by the Cost Consultant. Approval for the Loan is based on projected budget costs for the Project as presented to and approved by the Lender. Any material changes to these projected costs may, at the Lender's option, render this Commitment null and void.

14. NON-REFUNDABLE COMMITMENT FEE:

The Borrower acknowledges and agrees that, forthwith upon acceptance of this Commitment, the Borrower shall pay to the Lender and the Lender shall be deemed to have earned its non-refundable Commitment Fee (the "Commitment Fee") in the sum of \$270,000.00 (0.750% of Loan Amount) representing compensation to the Lender for its efforts and expenditures by its officers, agents and employees in the review and study of documentation pertaining to this transaction, review of appraisals, credit reports, financial statements and other data, and physical inspections of the subject matter of the Security Documents. The Commitment Fee is in addition to the Borrower's obligation to pay all legal costs of this transaction as may be charged by the Lender's solicitors. The Borrower further acknowledges and agrees that the Commitment Fee shall represent compensation to the Lender only in respect of the original Term of the Loan as stipulated herein, and any extension or renewal of the Loan for any period beyond such original Term shall be subject to such additional fees as may be agreed between the Borrower and the Lender.

Receipt of \$75,000.00 towards the Commitment Fee is hereby acknowledged. The further sum of \$50,000.00 shall be payable upon acceptance of this Commitment and the remainder of the Commitment Fee of \$145,000.00 shall be payable by way of deduction from the first advance of the Loan.

15. STANDBY FEE:

In addition to the Commitment Fee, the Borrower shall also pay a standby fee of 0.250% per annum on the amount by which the maximum authorized amount of Facility 1 exceeds the amount outstanding, determined daily, calculated monthly, payable on the first day of each month commencing in the month following the initial disbursement of Facility 1.

16. LOAN SECURITY:

As security for the Loan, the following documents, instruments, agreements and other assurances (collectively, the "Security Documents"), to be registered or otherwise granted in First priority position, shall be delivered to the Lender prior to the first advance of funds, all of which shall be prepared on the Lender's standard forms, containing its standard representations, warranties, covenants and conditions (which may supplement the terms and conditions of the Commitment), and otherwise in form and substance satisfactory to the Lender and its solicitors:

- 1) Freehold Charge of the real property comprising the Property, payable on demand, in the amount of \$40,000,000.00.

- 2) Unlimited guarantee from D. Mady Holdings Inc. (the Guarantor)
Unlimited guarantee from D. Mady Investments Inc. (the Guarantor)
Guarantee from Charles Mady (the Guarantor), limited to 50.000% of the loan amount plus interest and costs thereon.
- 3) General Security Agreement granting a charge over all personal property assets owned by the Borrower, limited to the Project, which agreement is to be registered under the Personal Property Security Act (Ontario).
- 4) Assignment of Rents and Leases for all leases and rents, income, profits and reimbursables arising from or in connection with the Property.
- 5) Postponement of shareholder loans in favour of the Lender by all shareholders of the Borrower who are not also guarantors of the Loan.
- 6) Postponement of shareholder loans in favour of the Lender by all shareholders of the corporate Guarantors, D. Mady Investments Inc. and D. Mady Holdings Inc.
- 7) Beneficial Owners' Agreement from the Beneficial Owners, authorizing all Security Documents given by the Borrower, charging their beneficial interest(s) in the Project with a first priority security interest in favour of the Lender, and containing an assignment and postponement of claims.
- 8) Assignment of Insurance for all insurance required to be assigned as stipulated by Schedule "A", satisfactory to the Lender and its consultant. The Lender to be named loss payee and/or additional insured as first mortgagee where applicable.
- 9) Environmental Warranty and Indemnity Agreement by the Credit Parties stated to survive repayment of the Loan
- 10) Joint and several Cost Overrun and Completion Agreement from the Credit Parties to keep the Project clear of all construction liens, to complete the Project and to cover all cost overruns from their own personal resources.
- 11) Assignment of Material Agreements assigning the Borrower's rights and interest (but not the Borrower's obligations) in all professional, construction, management and other contracts, plans, specifications, working drawings, budgets and schedules for the provision of materials, equipment and services to the Property, whereby the Lender may assume upon demand the rights of the Borrower under said contracts if the Borrower is in default. The Lender may also require any present or future contracts to be specifically assigned to it.
- 12) Assignment of Sale Agreements assigning the Borrower's rights and interest (but not the Borrower's obligations) under all agreements of purchase and sale for the Project and proceeds thereof in favour of the Lender, subject only to the priority of the Deposit Lender (as hereafter defined) with respect to purchaser deposits only. Any other party named as a vendor in such agreements of purchase and sale will join in such Assignment in favour of the Lender.
- 13) Priorities Agreement with the Deposit Lender in form and content satisfactory to the Lender, providing that the Deposit Lender's interest in the Project shall be limited to purchaser deposits and otherwise shall be subordinate to the Lender's interest, and further providing that the Deposit Lender shall deliver to the Lender forthwith upon request, such partial discharges, consents and other documentation required for the development of the Project,

whether or not the Borrower is in default, without payment therefore and without additional cost to the Lender.

- 14) Subordination and Standstill Agreement prepared on the Lender's standard form and satisfactory to the Lender for any subsequent encumbrance approved in writing by the Lender (other than with Deposit Lender as provided above) to be executed and delivered to the Lender by such subordinate lender.
- 15) In the sole discretion of the Lender, an Acknowledgement from each material contractor for the Project, prepared on the Lender's standard form, acknowledging the terms and status of such contract as well as the assignment thereof to the Lender as security of the Borrower's rights and interest therein (but not the Borrower's obligations).
- 16) Undertaking to provide the Lender with a foundation survey of the Property on completion of the foundation for each building comprising the proposed improvements of the Property as well as an "as built" survey on completion of the Project, both of which surveys shall comply with the general survey provisions of the Commitment.
- 17) Right of First Opportunity Agreement to finance or arrange permanent financing of the Property and/or subsequent phases of development of the Project.
- 18) Letter of Indemnity Agreement pertaining to all letters of credit issued from time to time.
- 19) Laurentian Bank form of Identity Verification.
- 20) Opinions, as required by the terms of this Commitment.
- 21) A policy of title insurance for the Loan with a title insurer approved by the Lender may be required in the sole discretion of the Lender.
- 22) Any other documents, instruments, agreements, security and/or assurances as may reasonably be requested by the Lender or its solicitors.

17. CONDITIONS PRECEDENT TO INITIAL FUNDING:

- 1) Receipt and review of satisfactory detailed and current financial information from each of the Credit Parties including but not limited to personal net worth and/or financial statement(s).
 - a. Receipt of a current dated Financial Statements or opening Balance Sheet of 144 Park Ltd.
 - b. The following number of years of financial statements will be required for the following Credit Parties:
 - The last 2 year's financial statements for D. Mady Investments Inc. (On Hand)
 - The last 2 year's financial statements for D. Mady Holdings Inc. (On Hand)
 - c. Receipt of a current, dated and signed detailed net worth statement satisfactory to the Lender, from the following Credit Parties:
 - Charles Mady (On Hand)
- 2) Receipt and review of satisfactory credit reports, if available, for each of the Credit Parties, both prior to the initial advance of the Loan and at any time thereafter, as required by the Lender, until the Loan is fully repaid.

- 3) Receipt by the Lender of a satisfactory appraisal report prepared by a firm acceptable to the Lender supporting the land value together with a letter of transmittal in favour of the Lender and its assigns.
- 4) Satisfactory review of the Borrower's detailed Project budget and time frame for completion thereof, the approved plans and specifications, Borrower's cash flow statement, and the report from the Cost Consultant confirming the reasonableness of the overall budget and that the costs to complete will not exceed the budgeted costs.
- 5) The Cost Consultant will review all final working drawings and specifications, and any other relevant material related to the Project. The Lender shall be supplied with the opinion of the Cost Consultant certifying the adequacy and approval of the following:
 - a. final plans and specifications; such plans and specifications are to comply with provincial and municipal requirements and any amendments are subject to confirmation by the Cost Consultant and approval by the Lender;
 - b. design criteria for the use of the Project;
 - c. compliance with all building codes and zoning regulations;
 - d. all applicable building, development, foundation and excavation permits;
 - e. adequacy of structural, electrical and mechanical systems;
 - f. adequacy of the Project budget; and,
 - g. monthly construction draw schedule and cash flow projection forecasting the amount and time of the draw requests.

The Cost Consultant shall also review all construction contracts and have the right to meet with all major trades and sub-trades in order to verify the ability of such trades to complete the construction of the Project in accordance with the approved plans and specifications as well as on time and within budget.

Where any advance of the Loan is contingent on the availability of any permit, the Cost Consultant shall receive satisfactory evidence of the availability or issuance of such permit.

- 6) Satisfactory evidence of proper zoning in place to accommodate the proposed development of the Project.
- 7) Satisfactory receipt and review of an architect's opinion, from architects acceptable to the Lender, in form and content satisfactory to the Lender, attesting that the Project as presently constructed and/or its contemplated development and construction as set out in the approved plans and specifications and according to the Project budget, complies with all applicable construction, zoning and other governmental requirements, that all servicing connections are in place, parking is adequate for the contemplated development of the Property and detailing therein the permits in place as well as the permits required for completion, and with respect to the latter, the time line to obtain same and the conditions required to be fulfilled prior to granting of such further required permits. The architect's opinion shall be prepared by a firm of architects qualified in Ontario, in good standing and acceptable to the Lender and with sufficient professional insurance in the opinion of the Lender. Such opinion shall be accompanied by evidence of professional liability insurance in an amount acceptable to the Lender and commensurate with the value of the Loan and the underwriting risk relating thereto. A letter of transmittal shall be provided by such firm in favour of the Lender and its assigns.

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- 8) Satisfactory receipt and review by the Cost Consultant of copies of all relevant plans, specifications, working drawings and budgets pertaining to construction and completion of the Project (collectively, the "Project Documents"), together with a certificate from the Borrower's architect confirming that same accurately represent all material details of the Project and that the said budgets constitute an accurate representation of the anticipated cost of the Project allowing for reasonable contingencies. All Project Documents shall be subject to review and approval by the Lender and the Cost Consultant. The Cost Consultant shall confirm all relevant matters pertaining to the Project Documents, including, without limitation, that construction of the Project in accordance with the said plans and specifications will conform with all applicable laws, by-laws and regulations and that the said budgets are sufficient to allow completion of the Project in accordance with the said plans and specifications.
 - 9) Satisfactory evidence that at least 50.000 % of all hard costs are fixed. Within 90 days of the initial advance, satisfactory evidence that at least 65.00% of all hard costs have been fixed.
 - 10) The Borrower is to open and maintain a segregated Project bank account with Laurentian Bank to receive all advances of the Loan and from which all Project expenses are to be paid.
 - 11) The Lender shall be entitled to erect prominent signage on the Property indicating the source of financing, the location and size of such signage to be mutually agreed upon by the parties, provided that same complies with the requirements of all governmental authorities having jurisdiction. All such signage to be in place no later than 30 days following the initial advance of the Loan.
 - 12) For ongoing credit risk management purposes, the operating account of the Borrower for the Project shall at all times be maintained with the Lender.
 - 13) The Borrower is to secure gross revenue not less than \$47,000,000.00 inclusive of HST from bona fide arm's-length pre-sales supported by executed purchase and sale agreements.

The inclusion of any sales to non-arm's-length purchasers, investors, and/or multi-unit purchasers as qualified pre-sales shall be subject to the prior approval of the Lender.

A minimum of 85.00% of the purchasers must be approved for mortgage financing or be able to demonstrate financial capacity to close satisfactory to Laurentian Bank. Alternatively the evidence of ability to close will be waived for purchasers who contract to make total deposits of 25.00% or more and at least 20.00% of deposits to be paid prior to occupancy.

Any shortfall in purchaser deposits must be covered by an equivalent increase in Borrower equity.

- 14) Satisfactory evidence of the enrolment of the Project with Tarion Warranty Corporation ("Tarion") pursuant to the provisions of the Ontario New Home Warranties Plan Act (Ontario) (the "Act"), the registration of the Borrower as "vendor" or "builder" of the Project (as applicable) and compliance with all applicable requirements of Tarion and the Act. Where any entity other than the Borrower is the "vendor" or "builder" of the Project additional security in favour of the Lender from such entity is to be provided.
- 15) Satisfactory receipt and review by the Lender's solicitors of a full and complete copy of the condominium Disclosure Statement provided to prospective purchasers of units in the Project.
- 16) Satisfactory receipt and review by the Lender's solicitors of the standard form of purchase agreement to unit purchasers for the Project.

- 17) Satisfactory Commitment Letter between the Borrower and the Deposit Lender (defined hereunder) insuring the purchaser deposits which are to be used in the Project.
- 18) Statutory Declaration in form and content satisfactory to the Lender attesting, inter alia, as to: (a) the validity and enforceability of all such agreements of purchase and sale (the "Purchase Agreements") for the Project on which such advance is predicated; (b) the applicable rescission rights and termination rights in favour of purchasers; (c) any other conditions in the Purchaser Agreements in favour of the vendor or purchaser remaining to be satisfied; (d) the outside date beyond which unit purchaser have the right to terminate such agreements of purchase and sale; (e) the number of non-arms-length sales, offshore sales and multiple sales to the same purchaser; and, (f) any other matter pertaining to the Purchase Agreements for which the Lender reasonably requires assurances.
- 19) Purchaser Deposits, not used in the Project, are to be held in trust by the Borrower's solicitor and deposited with Laurentian Bank.
- 20) On a month to month basis and when requested by the Lender, the Borrower shall provide the Lender with up-dated monthly sales reports.
- 21) The law firm who currently holds the deposits for the agreements of purchase and sale will open an account with Laurentian Bank and deposit all purchaser deposits therein. Such deposits will be held in trust until the final closing of the units to unit purchasers, unless deposit insurance is provided.

18. AVAILABILITY:

- 1) All advances shall be supported by satisfactory inspection and draw certificates and in amounts of not less than \$100,000.00 and occurring not more frequently than once per month.
- 2) All requests for advances shall be accompanied by the written report (Certificate) of the Cost Consultant which shall include, at minimum, confirmation of each of the following which shall be satisfactory to the Lender:
 - a. details of costs in place in reference to the approved budget;
 - b. percentage complete;
 - c. that the work to date is in accordance with the plans and specifications previously submitted to the Lender;
 - d. cost to complete;
 - e. that the approved budget remains adequate to complete the Project;
 - f. if applicable to the particular advance, confirmation of required equity;
 - g. review all paid invoices, cheque runs and/or cancelled cheques in excess of \$10,000.00 to ensure that the funds from prior advances of the Loan are being utilized only in the Project and,
 - h. estimated completion date.

Accumulated advances shall at no time exceed the cost of work in place less holdbacks as required under the Construction Lien Act (Ontario), and less Borrower's required equity. In addition, the cost to complete shall at no time exceed the unadvanced portion of the Loan.

- 3) Each advance request shall be accompanied by a statutory declaration (or a certificate in the Lender's sole discretion) from the Borrower declaring that all sub-trades associated with the Project, and all hard and soft costs then incurred, have been fully paid through the date of the last draw preceding the current request. The statutory declaration shall further declare there has been no change in the amount of the construction budget. In connection with each draw request the Borrower shall also provide the Cost Consultant with the applicable form of Request for Advance and all supporting materials in connection therewith.
- 4) The Lender reserves the right to make progress advances directly to the contractor, sub-trades and/or suppliers if the Borrower is in default or if advances are being diverted from the Project. Prior to each advance the Borrower shall sign a statutory declaration that all proceeds are being used solely for payables pertaining to the Project.
- 5) The Lender shall charge an administrative fee of \$350.00 per advance.
- 6) A title search will be conducted with each advance of the Loan. The title search and solicitor's fees and expenses applicable thereto are for the account of the Borrower.

19. STANDARD CONDITIONS:

The Lender shall not be obliged to make any advance under the Loan unless the following conditions have been complied with and the Lender has received and approved the following documents and matters in form and substance satisfactory to the Lender and its solicitors:

- 1) Security in Place - All security and documentation to be in place in form and content satisfactory to the Lender and its solicitor.
- 2) Survey - As soon as is reasonably possible, but in any event sufficiently in advance of the initial advance of the Loan so as to enable the Lender's solicitors to obtain clearance of same from the relevant municipal authorities, the Borrower shall provide the Lender with an up-to-date survey of the Property prepared by a surveyor licensed in the jurisdiction in which the same is located, and showing:
 - a. all encroachments, easements and rights-of-way;
 - b. the dimensions, boundaries and square footage of the Property;
 - c. the location of all buildings and improvements on the Property, their dimensions and distance from the lot lines;
 - d. particulars of adjacent properties and access to and from public highways; and
 - e. all other particulars required to be shown on a survey prepared for the jurisdiction in which the Property is situate;

The survey must bear the name, address and signature of the surveyor, his official seal and licence number (if any, or both), the date of the survey and have thereon a Surveyor's Certificate in the form and content required by the jurisdiction(s) in which the Property is situate.

Where the Project will be under construction, prior to the initial advance the Borrower shall also provide a detailed site plan, and an architectural rendering, both of which shall be satisfactory to the Lender, showing the proposed development as a completed Project

- 3) Insurance - Not less than 5 days prior to the initial advance of the Loan, the Borrower shall provide the Lender with originals, or copies certified by the insurers, of insurance coverages in respect of the Property in form and content as more particularly set forth on Schedule "A" attached to and forming part of this Commitment. Such insurance coverages shall be maintained for so long as any monies remain outstanding under the Loan and shall at all times be upon terms and conditions satisfactory to the Lender and its solicitors and consultants. The Borrower acknowledges that all policies of insurance shall be subject to review and approval by an insurance consultant employed by the Lender for such purpose, and the Borrower agrees to pay for the consultant's fees in connection with such review.

- 4) Appraisal - The Borrower shall obtain, at its own expense, and provide the Lender with a satisfactory full narrative appraisal report of the Property prepared by an appraiser approved by the Lender and who is an AACI member of the Appraisal Institute of Canada or other recognized association or institution of appraisers as approved by the Lender, showing the market value of the Property on an "as is" basis "today" and the value of the Property on a "completion of construction basis".

- 5) Financing and Operating Statements - Prior to the initial advance of the Loan and thereafter within the periods of time hereinafter specified, the Borrower shall deliver or cause to be delivered to the Lender the following:
 - a. Within one hundred and twenty (120) days after the end of each fiscal year of operation of the Property, an annual operating statement in respect of the Property for the immediately preceding fiscal year setting forth the gross rents and other income derived from the Property, the cost and expenses of operation and maintenance of the Property and such other information and explanations in respect of the same as may be required by the Lender;

 - b. Within one hundred and twenty (120) days after the end of each fiscal year of each Credit Party which is a corporation, the annual financial statements of each such corporation for its immediately preceding fiscal year including, without limitation, the balance sheet of the corporation as at its fiscal year end with comparative figures for prior years, statements of earnings, retained earnings and changes in financial position as at the fiscal year end with comparative figures for prior fiscal years, any supporting schedules and notes thereto and such other information and explanations as may be required by the Lender; and,

 - c. With respect to each Credit Party who is an individual and within thirty (30) days after each anniversary of the date of the Commitment, an annual updated net worth statement of each such individual in such form and including such content and other information and explanations as may be required by the Lender.

All such operating and financial statements shall be prepared at the expense of the Borrower and in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis and by a duly qualified chartered accountant or certified public accountant which is acceptable to the Lender, and shall be submitted in audited form if so required by the Lender at its option, and the completeness and correctness of such statements shall be supported by an affidavit of an authorized officer of the applicable Credit Party. For all financial periods beginning on or after January 1, 2011, the use of International Financial Reporting Standards ("IFRS") will be required for all Credit Parties which are: (a) Canadian public corporations; (b) Canadian publicly accountable entities; and/or, (c) entities constated or resident in a jurisdiction other than Canada for which IFRS standards are mandated by the accounting standards of such other jurisdiction.

- 6) Leases – All agreements to lease, leases, rents, income and profits arising from or in connection with the Property, and related to same (collectively, the "Leases") shall be submitted to the Lender, together with tenant acknowledgements for its review and approval prior to the initial advance of the Loan. The Borrower shall not collect any amounts due under the Leases for rents or otherwise in advance, other than the last month's rent due under any of the Leases and shall not waive, release, reduce or discount any such rents or other charges due under the Leases or grant any concession or privilege which would have the effect of reducing the rental consideration stated in the Leases. The Borrower shall not consent to any assignment of the Leases or subletting thereunder without the prior written consent of the Lender, such consent not to be unreasonably withheld. Prior to the initial advance of the Loan and every twelve months thereafter for so long as the Loan remain outstanding, the Borrower shall provide to the Lender a detailed list of all current tenants, rentals and other income of the Property. Prior to the initial advance, the Borrower shall deliver sufficient executed copies of a form of notice to the tenant under the Lease advising them that the Lease has been assigned as security for the Loan and directing them to recognize the rights of the Lender pursuant to the Security Documents and/or at law, provided always that the Lender shall not deliver such notice or collect rent under the Leases unless and until there is default by the Borrower under the Loan.

All Leases entered into by the Borrower after the date of the initial advance of the Loan and during the term of the Loan shall also be submitted to the Lender, together with (when requested by the Lender) tenant acknowledgements for its prior review and approval.

- 7) Agreements of Purchase and Sale – Full and complete copies of all Agreements of Purchase and Sale arising from or in connection with the Property, and all renewals, amendments, assignments or other agreements relating to same (collectively the "Agreements") shall be submitted to the Lender for its review and approval prior to the initial advance of the Loan, if not approved by the Lender prior to issuance of this Commitment. Further sales from time to time after the initial advance of the Loan, as applicable, shall also be submitted to the Lender for review and approval. A full and complete copy of any purchase agreement(s) and amendments thereto relating to the acquisition of the Property within the preceding two years shall also be provided to the Lender for review if requested.
- 8) Authority – Prior to the initial advance of the Loan, each Credit Party which is a corporation or partnership shall provide to the Lender such documentation as is reasonably satisfactory to the Lender and its solicitors evidencing its valid existence and subsistence, and power and authority to enter into the transaction contemplated by this Commitment and execute and deliver the security required hereunder, including, without limitation, a certificate of status, a certificate of non-restriction, a certified resolution of the board of directors (or partners or general partner as the case may be), a certificate of incumbency disclosing all directors, officers and shareholders (or partners, general partners and limited partners as the case may be) (such certificates may be combined into a single certificate for any Credit Party), and an opinion given by the solicitors for each such Credit Party as to due authorization, valid execution and delivery, enforceability and any other matter reasonably requested, all of the foregoing in form and content reasonably satisfactory to the Lender and its solicitors. Where any Credit Party is a partnership, trust, co-ownership or joint venture, a copy of such documentation and all amendments thereto shall be supplied for review prior to the initial advance of the Loan.
- 9) Environmental Report - Prior to the initial advance of the Loan, the Borrower shall obtain at its own expense and provide to the Lender an environmental site assessment report, in form and content acceptable to the Lender, providing an opinion that the Property does not contain any site contamination or hazardous substances and confirming that the Property complies with all applicable environmental laws. The environmental opinion shall be prepared by a recognized firm of environmental consultants qualified in Ontario and acceptable to the Lender and with sufficient professional insurance in the opinion of the Lender. A letter of

transmittal shall be provided by such firm in favour of the Lender and its assigns. The Borrower agrees to provide all information that it has with respect to environmental matters and hereby warrants that it shall provide full disclosure in this regard to the Lender.

The lender acknowledges receipt of Phase I and II Environmental Site Assessment Reports dated May 9, 2008 and prepared by XCG Consultants Ltd.

Prior to the initial advance of the loan, the Borrower shall obtain at its own expense and provide to the Lender confirmation from environmental consultant that revised MOE standards for residential housing are met.

- 10) Soil Tests - Prior to the initial advance of the Loan, the Borrower shall obtain at its own expense and provide to the Lender a geotechnical report, in form and content acceptable to the Lender, attesting to the satisfactory nature of the soil condition to support the buildings contemplated for the Project and confirming that the soil tests and other tests and examinations of the Property are satisfactory for construction and completion of the Project. The geotechnical report shall be prepared by a firm of geotechnical engineers qualified in Ontario, in good standing and acceptable to the Lender, and with sufficient professional insurance in the opinion of the Lender. A letter of transmittal shall be provided by such firm in favour of the Lender and its assigns.
- 11) Engineer's Report - Prior to the initial advance of the Loan, and if existing structures improve the site, the Borrower shall obtain at its own expense and provide to the Lender an engineer's report, in form and content acceptable to the Lender, attesting to the structural and mechanical soundness of the existing improvements at the Property. The engineer's report shall be prepared by an engineering firm qualified in Ontario, in good standing and acceptable to the Lender, and with sufficient professional insurance in the opinion of the Lender. A letter of transmittal shall be provided by such firm in favour of the Lender and its assigns.
- 12) Material Agreements - Prior to the initial advance of the Loan, the Borrower shall supply the Lender with full and complete copies of all material agreements for the development and management of the Project (and where applicable the sale thereof) and same shall be satisfactory to the Lender in all respects.
- 13) Organizational Charts - Prior to the initial advance of the Loan, the Lender shall have received organizational charts in satisfactory detail for all Credit Parties showing the officers, directors, shareholders, partners, general partners and limited partners thereof (as the case may be) and the relationship between such entities where applicable.
- 14) PPSA - Prior to the initial advance of the Loan, the Credit Parties shall provide the Lender with such third party comfort letters or discharges, as applicable, pursuant to the Personal Property Security Act (Ontario) (the "PPSA"), in form and substance as the Lender shall require, with respect to all PPSA filings appearing to grant a priority under the PPSA to any third party lender. In addition, to the extent that any Credit Party is not located in Ontario for conflicts purposes pursuant to the PPSA such matter shall be disclosed to the Lender for credit purposes and in any event prior to the initial advance.

20. ADVANCES:

The Lender shall not be obliged to make any advance under the Loan unless and until the terms and conditions of this Commitment have been fully complied with by the Credit Parties as the case may be. The Lender shall be entitled and is hereby authorized to deduct from any advance the amount due or to become due for interest from the date of such advance to the Interest Adjustment Date or next regular payment date, and the aggregate of all amounts owing for accrued and unpaid interest, fees of any nature or kind whatsoever including the Commitment Fee, appraisal fees and

the legal fees and disbursements of the Lender's solicitors, and all other amounts, costs and expenses incurred by the Lender in connection with the Loan.

21. EXPIRY AND CANCELLATION:

The Lender shall have the right at its option, to terminate this Commitment or to demand repayment of the Loan or to add to or modify the conditions set out herein if the conditions of this Commitment are not met or if there is, in the opinion of the Lender or its solicitors, a material adverse change in the risk, the value of the security or the covenants required herein, or if the representations by the Borrower are not correct, or if the security has been impaired.

Without prejudice to and without derogating from any other rights of the Lender, the Lender shall also have the right, at its option, to terminate this Commitment or to demand repayment of the Loan if:

- 1) the Security Documents are not registered by the May 31, 2012 provided that same have been delivered to the Borrower or its solicitors in a registerable form on the immediately preceding day; and
- 2) the first advance of funds is not made by May 31, 2012.

The Lender may, at its sole option from time to time, elect to extend the above-mentioned date by which the Security Documents are to be registered and/or the date by which the Loan is to be disbursed or any of the other time periods contained in this Commitment. Time shall remain of the essence of this Commitment and all other terms and conditions shall remain unchanged.

22. SALE OF PROPERTY:

In the event of a sale, transfer, conveyance or further encumbering of the Property, other than herein contemplated, or any part thereof, or a lease of the whole of the Property, or a change in the legal or beneficial ownership of the Property or any part thereof, or a change in control of the Borrower, the Loan shall, unless the written consent of the Lender has first been obtained, forthwith become due and repayable in full at the option of the Lender and the Borrower shall be deemed to be in default under the Loan and all security given for the Loan shall become immediately and fully enforceable.

23. MATERIAL REPRESENTATIONS:

If at any time before or after acceptance of this Commitment or advance of funds under the Loan, there is or has been any material adverse change, discrepancy or inaccuracy in any written information, statements or representations made or furnished to the Lender by or on behalf of any of the Credit Parties concerning the Properties or the financial condition and responsibility of any of the Credit Parties, or in the event of default by any of the Credit Parties under this Commitment, then, in the event of such default, or if such material change, discrepancy or inaccuracy cannot be rectified or nullified by the Credit Parties within thirty (30) days after written notification thereof by the Lender to the Borrower or such other Credit Party as applicable in the circumstances, the Lender shall be entitled forthwith to withdraw and cancel its obligations hereunder or decline to advance further funds, as the case may be, and to declare any funds which have been advanced, together with interest, to be forthwith due and repayable in full.

24. PREAUTHORIZED PAYMENT PLAN:

The Borrower shall execute and deliver to the Lender prior to the initial advance of the Loan such documentation required by the Lender so as to authorize and permit the Lender to have the

monthly instalments due under the Loan deducted from the Borrower's bank account; provided that the Borrower shall forthwith execute and deliver to the Lender such other or additional preauthorized payment forms as may be required by the Lender from time to time or as may be necessitated by any change in the Borrower's bank account; and provided further that, in the event that the Lender in its sole discretion determines that it no longer wishes to utilize a preauthorized payment plan, the Borrower shall, upon thirty (30) days' prior written notice from the Lender, provide post-dated cheques to the Lender in the manner hereinbefore stipulated.

25. STANDARD CHARGE TERMS:

The Borrower acknowledges and agrees that the mortgage document may incorporate by reference any and all Standard Charge Terms required from time to time by the Lender for use in the jurisdiction in which the Property is situate, provided that the terms and provisions of the mortgage document shall not be limited to any such Standard Charge Terms and may incorporate such additional provisions as are contemplated by this Commitment and/or as may be considered advisable by the Lender or its solicitors in their sole but reasonable opinion. In this Commitment, "Standard Charge Terms" refers to any set of Standard Charge Terms filed on behalf of the Lender pursuant to the provisions of the Land Registration Reform Act (Ontario) or any other similar set of Standard Charge Terms filed on behalf of the Lender pursuant to the provisions of any similar legislation in the jurisdictions in which the Property is situate.

26. COVENANTORS:

In consideration of the Lender committing to make the Loan available to the Borrower (the receipt and sufficiency of which is hereby acknowledged by each Credit Party), each Credit Party in and executing this Commitment does hereby covenant, as principal debtor and not as surety, that he will pay or cause to be paid to the Lender all amounts due by the Borrower under the Loan (up to the limit provided for herein, if any) and will observe, keep and perform all of the terms and conditions set forth herein or required hereby to be observed, kept and performed by the Borrower pursuant to this Commitment or any of the Security Documents, and that after the first advance under the Loan, all present and future indebtedness of the Borrower to each Credit Party shall be assigned to the Lender and postponed to the present and future indebtedness of the Borrower to the Lender; and each Credit Party agrees that he shall execute the Security Documents or any of them, in such form as may be required by the Lender and its solicitors, in order to fully document and effectuate the intent and meaning of this paragraph.

27. TAXES:

All realty taxes and penalties, if any, due and payable and all outstanding levies, special assessments and other charges relating to the Property shall be paid in full by the Borrower prior to each advance under this Loan. The Lender reserves the right to pay future taxes and to collect from the Borrower an amount each month sufficient to pay the taxes in full by the due dates thereof.

28. COMPLIANCE WITH BY-LAWS, ETC.:

Prior to the initial advance of the Loan and thereafter prior to each advance, the Lender shall receive satisfactory evidence of compliance with all applicable building and zoning by-laws, restrictive covenants, agreements, rules and regulations of and with public authorities respecting the construction, use and occupancy of the Property. The Borrower agrees to provide written authority, duly signed by all owners of the Property and addressed to the requisite municipal or other authority having jurisdiction, so as to allow release to the Lender of any information contained in the records of such authority, or, at the Lender's option, to allow an inspection of the Property by such authority to determine any outstanding work orders or deficiencies.

29. WARRANTY AS TO TITLE AND AUTHORITY:

Except as may be otherwise provided in this Commitment, the Borrower hereby represents and warrant that:

- 1) The Borrower is the sole registered and beneficial owner of the Property and does not hold the same in trust for any other parties except as may be expressly set out in this Commitment
- 2) Title to the Property is good and marketable and free from all easements, rights-of-way, agreements, restrictions, mortgages, charges, liens, executions and other encumbrances, save and except those which have been disclosed to the Lender prior to the date of issuance of this Commitment and save for such other encumbrances which are determined by and in the sole discretion of the Lender and its solicitors as not materially adversely affecting the Lender's security;
- 3) All Credit Parties hereto have the right to enter into this Commitment and to charge or pledge the Property and other assets herein stipulated as security for the Loan; and,
- 4) The Property and other assets herein stipulated as security for the Loan do not, within the meaning of Section 244 of the Bankruptcy and Insolvency Act (Canada), comprise all or substantially all of the inventory, accounts receivable or other property of the Borrower acquired for or used in relation to any business carried on by the Borrower.

30. PRIOR ENCUMBRANCES:

This Commitment shall, upon acceptance by the Borrower, operate as a direction to the Lender to disburse at its sole option, out of the proceeds of each advance under this Loan, such amount or amounts sufficient to pay all outstanding realty taxes and penalties thereon, utility charges, construction and other liens and any and all other charges for deficiencies pertaining to the Property, the amount required to discharge any prior encumbrances not being assumed or to bring into good standing any encumbrances being assumed and any and all charges and expenses connected with the Loan, including, without limitation, all accrued and unpaid interest with respect to the Loan and all unpaid premiums for insurance of the Property.

31. NO SUBSEQUENT ENCUMBRANCES:

The Borrower covenants and agrees that it shall not, without the prior written consent of the Lender, execute or deliver any mortgage, charge, lien or other encumbrance of the Property and/or any personal property associated therewith which is intended to rank subordinate to any of the Security Documents, failing which, at the option of the Lender, the Loan shall immediately become due and payable.

The Lender acknowledges and agrees to a subsequent encumbrance in favour of the Deposit Lender to secure purchaser deposits in the Project.

The Lender acknowledges and agrees to a subsequent Mezzanine Debt in favour of Marshal Zehr Group in the maximum amount of \$2,026,641.00 and at an interest rate not to exceed 14.00%.

The Lender also acknowledges and agrees to a subsequent Vendor-Take-Back Mortgage in favour of Mr. Randolph Kinat in the maximum amount of \$3,000,000.00 and at zero (0.00%) interest rate.

The afore-noted two subsequent encumbrances in favour of Marshal Zehr Group and Mr. Randolph Kinat respectively are to have terms and conditions acceptable to the Lender and the Lender's solicitors, and shall be accompanied by subordination and standstill agreements in favour of the Lender prepared by the Lender's solicitors and on terms acceptable to the Lender in its discretion.

32. HAZARDOUS SUBSTANCES:

- 1) In this Commitment, "Hazardous Substance" means any hazardous waste or substance, pollutant, contaminant, waste or other substance, whether solid, liquid or gaseous in form, which when released into the natural environment may, based upon reasonably authoritative information then available concerning such substance, immediately or in the future directly or indirectly cause material harm or degradation to the natural environment or to the health or welfare of any living thing and includes, without limiting the generality of the foregoing,
 - a. any such substance as defined or designated under any applicable laws and regulations for the protection of the environment or any living thing;
 - b. asbestos, urea formaldehyde, poly-chlorinated biphenyl (PCB) and materials manufactured with or containing the same; and
 - c. radioactive and toxic substances.
- 2) The Credit Parties each represent, warrant, covenant and agree that, except as disclosed to the Lender and or its environmental consultants:
 - a. each has not and, to the best of their respective knowledge, information and belief after making due inquiry, no other person has caused or permitted any Hazardous Substance to be placed, stored, located or disposed of on, under or at the Property;
 - b. they and their tenants, invitees and other occupiers of the Property have and will at all times and, to the best of their respective knowledge, information and belief after making due inquiry, all prior owners and occupiers of the Properties have at all times carried out all business and other activities upon the Property in compliance with all applicable laws intended to protect the environment including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Substance;
 - c. no order, direction, enforcement action or other governmental or regulatory action or notice, nor any action, suit or proceeding relating to any Hazardous Substance or the environment has been issued or is otherwise threatened or pending with respect to the Property;
 - d. each of the representations and warranties set out herein shall remain true and accurate in all respects up to and including the date of the first advance of funds and thereafter until the Loan is repaid in full; and
 - e. the Lender may delay or refuse to make any advance to the Borrower if the Lender believes that any of the representations and warranties set out herein were not true and accurate when made or at any time thereafter.
- 3) The Borrower shall permit the Lender to conduct, at the Borrower's expense, any and all tests, inspections, appraisals and environmental audits of the Property so as to determine and ensure compliance with the provisions of this paragraph including, without limitation, the right to conduct soil tests and to review and copy any records relating to the Property or the businesses and other activities conducted thereon at any reasonable time and from time to time.
- 4) The Credit Parties each jointly and severally agree to indemnify and save harmless the Lender and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, costs and expenses of any and every nature and kind whatsoever which at any time or from time to time may be paid or incurred by or asserted against any of them as a direct or indirect result of (individually an "Environmental Breach" and collectively the "Environmental Breaches"):

- a. a breach of any of the representations, warranties or covenants hereinbefore set out;
 - b. the presence of any Hazardous Substance in, on or under the Property; or
 - c. the discharge, emission, spill or disposal of any Hazardous Substance from the Property into or upon any land, the atmosphere, any watercourse, body of water or wetland; and the provisions of all representations, warranties, covenants and indemnifications set out herein shall survive the repayment and satisfaction of the Loan and the release and discharge of the Security Documents.
- 5) And without the foregoing, in the event of the existence and/or occurrence of any and all Environmental Breaches, the Credit Parties shall forthwith:
- a. commence, carry out and satisfactorily complete the remediation of all such Environmental Breaches according to all applicable Environmental Laws and accordingly to the direction of the Lender and any environmental consultants then engaged by the Lender;
 - b. pay, from their own resources, all amounts required in order to investigate, complete and record the remediation of all such Environmental Breaches; and,
 - c. where required by the Lender, file a Record of Site Condition in respect of the completion of the afore-noted remediation.

33. ACCELERATION:

All indebtedness and liability of the Borrower to the Lender which is payable on demand, is repayable by the Borrower to the Lender at any time on demand.

All indebtedness and liability of the Borrower to the Lender which is not payable on demand shall, at the sole option of the Lender, become immediately due and payable and the Security shall, at the sole option of the Lender, become enforceable, and the obligation of the Lender to make further advances or other accommodation available under any credit facilities shall terminate if any of the following events (each event hereinafter called an "Event of Default") occurs:

- a. The Borrower or any Credit Party fails to make when due, whether on demand or on any scheduled payment date, by acceleration or otherwise, any payment of interest, principal, fees, commissions or other amounts payable to the Lender;
- b. The failure by the Borrower or any Credit Party to strictly and fully observe or perform any condition, agreement, covenant or term set out in this Commitment, the Security Documents and/or in any other document creating a contractual relationship as between them or any of them, or if it is found at any time that any representation of the Credit Parties with respect to the Loan and this Commitment is incorrect or misleading;
- c. The Borrower commits an act of bankruptcy, or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors, or if there is any receiver or receiver and manager or trustee appointed for it or over any of its assets or if any creditor takes possession of any of its assets or if any execution, distress or other like process is levied or enforced upon the Property or any part thereof or if any compromise or arrangement is made with any creditor;
- d. The Borrower dies, dissolves, amalgamates or is terminated;

- e. Any judgment or order or any process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;
- f. Any insurance policy for the Property lapses or is cancelled; and/or,
- g. Any adverse change occurs with respect to the Property, or, in the financial condition of the Borrower or any Credit Party.

34. SURVIVAL OF TERMS:

Notwithstanding the delivery and registration of any or all of the security contemplated by this Commitment and the advance of funds pursuant thereto, the terms and conditions of this Commitment shall remain binding and effective on the parties hereto, and shall not merge in the Security Documents or any of them, and the terms of this Commitment shall be incorporated by reference into the Security Documents.

In the event of any discrepancy between the terms of this Commitment and any of the Security Documents, or any discrepancy as between any of the Security Documents, the Lender, in its sole discretion, shall decide the provisions of which document shall prevail. In the event of any discrepancy between the provisions of this Commitment and the provisions of the Schedules attached thereto, the Lender, in its sole discretion, shall decide which of the two provisions shall prevail.

35. PROFESSIONAL ADVISORS:

- a. Solicitors: All legal matters and documentation shall be satisfactory to the Lender's independent solicitors (the "Lender's Solicitors"), whose fees and disbursements the Credit Parties agree to pay whether or not this transaction is completed as contemplated herein. The Lender's solicitors are:

Walter Traub
 Goldman Sloan Nash and Haber LLP
 480 University Avenue, Suite 1600, Toronto, Ontario, M5G 1V2

Telephone: (416) 597-9922

- b. Insurance Consultant: All insurance and bonding matters shall be reviewed by, and shall be satisfactory to, the Lender's insurance consultants who are as follows:

INTECH RISK MANAGEMENT INC.
 3 Church Street, Suite 400, Toronto, Ontario, M5E 1M2
 Tel: 1 (800) 947-9666 or (416) 348-9111
 Fax: (416) 348-9121

The cost of the insurance review is for the sole account of the Borrower.

- c. Cost Consultant: O'Keefe & Associates Ltd. or another firm acceptable to the Lender in its sole discretion (the "Cost Consultant") shall be engaged by the Borrower as cost consultant and project monitor with respect to the development and construction of the Project. The Cost Consultant will report directly to the Lender. The Cost Consultant will monitor all advances of the Loan and more generally, will verify and monitor all facets of the Project. All fees and expenses of the Cost Consultant are for the sole account of the Borrower.

36. SOLICITOR'S OPINION:

All advances in this Loan are subject to receipt by the Lender of an opinion acceptable to the Lender from its solicitors as to the effectiveness and priority of all Security Documents. The Borrower agrees to deliver to the Lender or its solicitors, forthwith upon request, such other documents, assurances, information and covenants as the solicitors for the Lender may reasonably require with regard to the Loan or the Security Documents to be given hereunder.

37. LENDER'S DOCUMENTATION:

All terms and conditions of the Lender's usual Security Documents and supporting documents shall be deemed to be incorporated in and form part of this Commitment. The form of all documentation shall be made available for the Borrower's inspection upon request. The Credit Parties acknowledge that the Lender's standard forms of Security Documents contain covenants, representations, warranties and events of default to which the various Credit Parties shall be bound, in addition to the covenants, representations, warranties and events of default contained in this Commitment. Prior to each advance, the Lender and its solicitors shall be satisfied with the form and content of all documents in connection with the Loan, all disbursement procedures and all matters relating to title and the security.

38. PAYMENT OF FEES AND COSTS:

The Borrower agrees to pay, on demand, whether or not the Loan or any part thereof is disbursed, all costs, fees and expenses related to the preparation, execution, registration, publication and renewal of the Loan and of the documentation (security documentation, agreements, or other) related to or required by the Commitment, as well as cost of investigation and certification of title by the Lender's solicitors, and all other fees and disbursements of the Lender's solicitors, as well as appraisal costs, consultant's costs, insurance consultant's fees and out-of-pocket disbursements and expenses incurred by the Lender relating to the Loan, and all fees and costs incurred in connection with the realization of the Lender's security.

39. CREDIT INQUIRIES:

The Credit Parties acknowledge receipt of notice that usual credit and personal enquiries may be made at any time in connection with the credit hereby applied for and consent to disclosure of any such information to any other credit grantors or to any consumer reporting agency.

The Credit Parties agree that the Lender may until full payment of the amounts due obtain information on the undersigned from any individual authorized by law as well as from any personal information agent and any other individual named on the credit reports, any financial institution and hypothecary insurer.

The Credit Parties agree that the Lender may disclose the information it holds on the undersigned to any person authorized by law, personal information agent, financial institution, hypothecary insurer, surety, or with the consent of the undersigned to any other person who so requests it.

40. NOTICES:

All notices or other communications required to be given or which may be given under this Commitment shall be in writing duly executed by the party giving such notice or its solicitors, and shall be personally delivered or transmitted by registered mail or facsimile transmission addressed to the Lender at Laurentian Bank of Canada, 130 Adelaide Street West, Suite 300, Toronto, Ontario M5H 3P5 [Attention: Real Estate Legal Services] and to the Credit Parties at the address first above written or as otherwise indicated herein. Notices given by personal delivery or facsimile

transmission shall be deemed to have been received on the day of and at the time of such delivery or transmission and all other notices shall be deemed to have been received at 2:00 p.m. on the second business day after the posting thereof. Any notice requesting or requiring response within five (5) or less business days from the date thereof shall be given by personal delivery or facsimile transmission. In the event of actual or reasonably anticipated postal disruption, all notices shall only be given by personal delivery or facsimile transmission. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

41. ASSIGNMENT OF COMMITMENT:

This Commitment and the rights and benefits arising herefrom may not be assigned by the Borrower to any other party without the prior written consent of the Lender, which consent may be arbitrarily withheld.

42. TIME IS OF THE ESSENCE:

Time shall be of the essence in this Commitment. The times herein specified for the taking of certain action by the Borrower are in each case firm and shall not be extended without the written approval of the Lender.

43. PRIOR DEALINGS:

This Commitment shall supersede any and all prior dealings, whether written or oral, as between the parties hereto and relating to this Loan.

44. NO SET OFF:

The Borrower shall make all payments pursuant to this Commitment without set off, compensation or counterclaim. In addition, all payments shall be made free and clear of, and exempt from, and without any deduction for or on of account of any taxes.

45. ACCOUNT DEBIT AUTHORIZATION:

The Lender is authorized (but not obligated) at any time or from time to time, without notice to the Borrower or to any other person, any such notice being expressly waived by the Borrower, to set off, compensate and to apply (a) any and all deposits (general or special) held for or in the name of the Borrower, and (b) any indebtedness or liability at any time owing or payable by the Lender to or for the credit of or for the account of the Borrower, against and on account of the obligations and liabilities of the Borrower owing or payable to the Lender under this Commitment and the security or other agreements contemplated herein or therein, irrespective of currency, and whether or not the Lender has made any demand thereof, and whether or not these obligations and liabilities of the Borrower, or any of them, have matured. The Borrower and the Lender further agree that the benefits accruing to the Borrower of any term applicable to any deposit, credit, indebtedness, liability or obligation of the Lender (collectively, the "Deposit") shall be lost immediately before the time when the Lender shall exercise its rights pursuant hereto in respect of a relevant Deposit.

Without limiting the foregoing, the Borrower authorizes Laurentian Bank to automatically debit the Borrower's account(s) for all amounts payable by the Borrower under this Commitment including but not limited to the repayment of principal and the payment of interest, fees and expenses. In addition, Laurentian Bank shall have the right to automatically debit on a daily basis any credit balance in the Borrower's account(s) for the sole purpose of repaying any variable credit advances under the Loan.

46. FIRST RIGHT OF REFUSAL:

Laurentian Bank shall have the First Right of Refusal to provide permanent financing under terms as agreed upon.

47. AMENDMENTS:

No term or requirement of this Commitment or any Security Documents may be waived or varied orally or by any course of conduct of any officer, employee or agent of the Lender. Any amendment to this Commitment or any Security Document must be in writing and signed by a duly authorized officer of the Lender.

48. WAIVER OF DEFAULTS:

Any waiver by the Lender of any default by the Borrower or any omission on the Lender's part in respect of any default by the Borrower shall not extend to or be taken in any manner whatsoever to affect any subsequent default by the Borrower or the Lender's rights resulting therefrom.

49. LENDER'S RECORDS:

In the absence of manifest error, the books and records held by the Lender will constitute conclusive evidence of the transactions carried out under this Commitment and of the Borrower's indebtedness to the Lender.

50. JUDGMENT CURRENCY:

If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Commitment, it becomes necessary to convert into the currency of such jurisdiction (herein called the "Judgment Currency") any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which the Lender is able, on the relevant date, to sell the currency of the amount due hereunder in Canadian \$ or US \$, as the case may be, against the Judgment Currency. In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts (if any) as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due hereunder in Canadian \$ or US \$, as the case may be. Any additional amount due pursuant to this judgment currency provision will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Commitment.

51. INTERPRETATION:

This Commitment shall be governed by and interpreted in accordance with the laws of the Province in which the Property is situate, and the parties hereto hereby attorn to such jurisdiction. This Commitment shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The paragraph and other headings set forth in this Commitment are inserted for convenience and reference only and shall in no way define or limit the intent or interpretation of any of the provisions hereof. This Commitment shall be read and construed with all changes of gender and number of the party or parties referred to in each case as required by the context, and the covenants and agreements of the Credit Parties shall be deemed to be joint and several where any of them are more than one

entity. The terms and conditions set forth on any Schedules referred to and attached to this Commitment are deemed to be included in this Commitment and form a part hereof.

52. SEVERABILITY:

If for any reason whatsoever any section, paragraph, clause or portion of this Commitment, or the application thereof to any person, firm, corporation, entity or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then such section, paragraph, clause or portion thereof:

- 1) is deemed to be independent of the remainder of this Commitment and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Commitment or any part thereof; and,
- 2) continues to be applicable to and enforceable to the fullest extent permitted by law against any other(s) than those as to which it has been held or rendered invalid, unenforceable or illegal.

53. SCHEDULES:

The following schedules form a part of this Commitment:

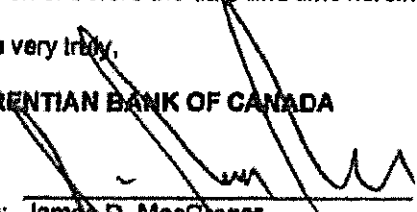
Schedule "A" Insurance Requirements

54. ACCEPTANCE:

This Commitment shall remain open for acceptance by the Credit Parties, in the manner herein specified, until 3:00 p.m. on the 14th day of March, 2012 after which time, if not accepted, the Lender's offer to finance set forth in this Commitment shall be null and void and the Lender shall be under no further obligation to extend or consider financing for the Borrower and the Lender shall not be responsible for any direct or indirect costs or damages incurred by the Borrower in consequence thereof. Acceptance of this Commitment shall have been properly completed when this Commitment, duly executed by the Credit Parties, the Commitment Fee and the Standby Deposit (if any) (as well as any other fees stated to be paid on acceptance thereof) are received by the Lender on or before the date and time herein stipulated.

Yours very truly,

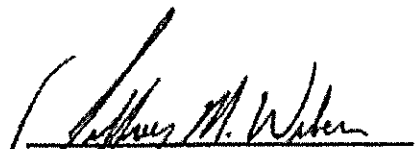
LAURENTIAN BANK OF CANADA

Per: 
 Name: James D. MacGregor
 Title: Assistant Vice President
 Real Estate Financing

Per: 
 Name: Tony Da Silva
 Title: Vice President
 Real Estate Financing & Loan Syndications

NATIONAL BANK OF CANADA

Per: 
 Name: Russ Garrard
 Title: Senior Director
 Corporate Finance

Per: 
 Name: Jeff Weber
 Title: Director
 Corporate Finance

ACCEPTANCE

THE UNDERSIGNED hereby accept the terms and conditions of this Commitment as of this 20 day of March, 2017.

BORROWER:

144 Park Ltd.

Per: _____

Name: CHARLES Mady

Per: _____

Name: _____

I/we have the authority to bind the corporation

The Borrower confirms that the above financing is for its own use and is not intended to be used by or for the benefit of a third party and acknowledges having read and understood the terms and conditions of this Offer and accepts same.

GUARANTOR(S):

D. Mady Investments Inc.

Per: _____

Name: DAVID Mady

Per: _____

Name: _____

I/we have the authority to bind the corporation

D. Mady Holdings Inc.

Per: _____

Name: DAVID Mady

Per: _____

Name: _____

I/we have the authority to bind the corporation

Signature: _____
Name: Charles Mady

Witness

Signature: _____

Name: GREG PULLER

Each Guarantor acknowledges having read and understood the terms and conditions of this Commitment and accepts same.

BENEFICIAL OWNER:

2173170 Ontario Inc.

Per: _____
Name: DAVID MAY

Per: _____

Name: _____

I/we have the authority to bind the corporation

Allen Street Holdings Inc.

Per: _____

Name: _____

Per: _____

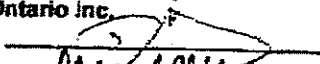
Name: _____

I/we have the authority to bind the corporation

Each Beneficial Owner acknowledges having read and understood the terms and conditions of this Commitment and accepts same.

BENEFICIAL OWNER:


2173170 Ontario Inc.

Per: 
Name: DAVID MAY

Per: _____

Name: _____
I/we have the authority to bind the corporation

Allen Street Holdings Inc.

Per: 
Name: RANDY KINAT

Per: _____

Name: _____
I/we have the authority to bind the corporation

Each Beneficial Owner acknowledges having read and understood the terms and conditions of this Commitment and accepts same.

SCHEDULE "A" - INSURANCE REQUIREMENTS

GENERAL

- i) All insurance policies referred to herein shall be in form and with insurers reasonably acceptable to Laurentian Bank and contain the original signatures of the insurers, not just the insurance broker or agent.
- ii) All policies shall be permitted to contain reasonable deductibles.
- iii) All property and, where applicable, boiler and machinery policies shall name Laurentian Bank as First Mortgagee and Loss Payee and contain a standard mortgage clause in favour of Laurentian Bank.
- iv) All policies of insurance and interim evidence thereof, shall provide for 30 days prior notice to Laurentian Bank of any adverse material change or cancellation.
- v) If the Borrower fails to take out and keep in force such minimum insurance as is required hereunder, then Laurentian Bank may, but shall not be obligated to, take out and keep in force such insurance at the immediate sole cost and expense of the Borrower plus costs incurred, or use other means at its disposal under the terms of the Mortgage.
- vi) It is clearly understood and agreed that the Insurance Requirements contained herein are a minimum guide and, although must be adhered to throughout the life of the Mortgage, in no way represent an opinion as to the full scope of insurance coverage a prudent Borrower would arrange to adequately protect its interests and the interests of Laurentian Bank and the Borrower must govern itself accordingly.

SPECIFIC - COMPLETED PROPERTIES

The following policies of insurance must be submitted, as required in the GENERAL section of the INSURANCE REQUIREMENTS.

- i) All Risks of physical loss or damage including sewer back-up, earthquake, flood and collapse for:
 - a) one hundred percent of the full replacement cost of the property, without deduction for foundations and footings. The replacement cost wording to have the "same or adjacent site" clause deleted and the policy to include increased cost of by-laws coverage including resultant loss of income. Co-insurance must either be waived or Stated Amount.
 - b) one hundred percent of the projected annual rents or revenue with a minimum period of indemnity of twelve months, or such greater period as Laurentian Bank may reasonably require.
- ii) Broad Form Boiler and Machinery with the same limits and by-laws extensions as the All Risks policy described in i) above.
- iii) Commercial General Liability with a limit of \$5,000,000 any one occurrence or such greater amount as Laurentian Bank may reasonably require. The policy to include the IBC 2313 wording, or its equivalent, for limited pollution cover. Laurentian Bank to be shown as an additional insured arising out of the operations of the insured.

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- iv) Such other form or forms of insurance as Laurentian Bank may reasonably require, given the nature of the security and that which a prudent owner of similar security would purchase and maintain, or cause to be purchased and maintained.

SPECIFIC - COURSES OF CONSTRUCTION

The following policies of insurance must be submitted, as required in the GENERAL section of the INSURANCE REQUIREMENTS.

- i) All Risks Builders Risk Course of Construction (the latest CCDC 201 wording or its equivalent) on:
 - a) one hundred percent of the estimated final construction cost of the property, including recurring soft costs.
 - b) one hundred percent of the anticipated annual rents (assuming full occupancy) written on a Delayed Income basis.

The policy shall allow for partial or full occupancy.

All other terms and conditions shall apply as if there were an All Risks policy in force as described above in Section 2 SPECIFIC – COMPLETED PROPERTIES.

- ii) The Liability coverages as described more fully in paragraph iii) of SECTION 2 SPECIFIC – COMPLETED PROPERTIES. However, if the construction cost is in excess of \$10 million then a Wrap-up Liability is required with a limit of not less than \$10 million and must include all contractors, sub-contractors and trades.
- iii) Architects' and Engineers' errors and omission insurance for at least \$1 million or such greater amount as Laurentian Bank may reasonably require.
- iv) Performance, Labour and Material Bonds for the percentage of the contract prices as specified in the body of the Commitment (and if no percentage is specified then for 100% of all such contract prices), with Laurentian Bank shown as a Dual Obligee.
- v) Such other form or forms of insurance as Laurentian Bank may reasonably require, given the nature of the security and that which a prudent owner of similar security would purchase and maintain, or cause to be purchased and maintained.

If there are any questions regarding our insurance requirements please contact our insurance consultants.



LAURENTIAN
BANK

September 12, 2014

Mady Development Corporation
100 - 8791 Woodbine Avenue
Markham, Ontario
L3R 0P4

Attention: Greg Puklicz
Senior Vice President

Dear Sirs:

RE: Financing for the Construction of a 19 Storey, 149 Unit residential condominium building located at 142, 144 and 148 Park Street, 21 Allen Street, Waterloo, Ontario and which is known as 144 Park (the "Project")

Borrower: 144 Park Ltd.
Loan No.: 1423771.1

With respect to the executed Commitment Letter dated March 7, 2012, between LAURENTIAN BANK OF CANADA (hereinafter called "Laurentian Bank" or "LBC") and National Bank of Canada, severally, (all such lenders hereinafter collectively called the "Lender"), LBC is pleased to offer to the undersigned Borrower an Amendment to the Commitment for the captioned loan (the "Loan") subject to the following terms and conditions:

1. **NEW FACILITY:**
Facility 4: Bridge Demand Loan Facility by LBC (only) to be secured by the existing loan security and additional security as herein provided.
The Bridge Demand Loan amount shall be in the amount of \$3,600,000.00.
2. **TERM:** Maturity Date: January 31, 2015.
3. **INTEREST RATE:** Prime plus 3%, calculated and compounded monthly and adjusted daily as to any change in the Prime Rate.
4. **PAYMENTS:** Monthly payments of interest only on the 1st day of each and every month from October 1, 2014 to January 1, 2015.
5. **COMMITMENT FEE:** \$18,000.00, payable upon acceptance of this Offer.
6. **ADDITIONAL REQUIREMENTS:**
All legal and other professional costs incurred by LBC with respect to this amended commitment and implementation thereof shall be for the account of the Borrower
7. **ADDITIONAL GUARANTOR:**
Guarantee from David Mady limited to the amount of \$3,600,000.00 plus interest and costs thereon.

This Offer is conditional upon satisfaction by the Borrower of the following requirements, to the satisfaction of LBC, on or before noon Wednesday, September 17, 2014, failing which, at LBC's option, this Offer will be null and void, and all operating accounts at LBC relating to the Line of

8500 Leslie Street
Suite 103
Thornhill Ontario L3T 7M8
Tel 905 886.5020 Fax 905 886 5051

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Credit Facility 3 shall be closed and the line shall be operated by draw requests and wire transfers at the sole discretion of LBC:

1. Signed acceptance of this letter by the Borrower, Guarantors and Beneficial Owners.
2. Payment of the Commitment Fee in the amount of \$18,000.00
3. Acknowledged written approval from all lenders comprising the Lender.
4. Amended Subordination and Standstill Agreements from all subsequent encumbrancers to the revised loan amount inclusive of Facility "4" on terms as may be required by the Lender.
5. Guarantee duly signed by David Mady.
6. Environmental Warranty and Indemnity duly signed by David Mady.
7. Deficiency and Completion Agreement duly signed by David Mady.
8. Closing of all operating accounts with LBC relating to the Line of Credit.
9. Delivery of written evidence satisfactory to LBC that all preconditions to registration of the Condominium Plan with respect to the Property have been satisfied.
10. Delivery to LBC and registration of a collateral first mortgage in favour of LBC securing commercial Units at 32 South Unionville Avenue, Markham, Ontario, as set out on Schedule A hereto, being commercial units located in the Jade-Kennedy Phase I development (the Phase I Commercial Units"), as collateral security to the obligations in favour of LBC by 144 Park Ltd..
11. Delivery to LBC of evidence satisfactory to LBC of the source of funds sufficient to repay all indebtedness secured on title to the Phase I Commercial Units so as to retire all such existing indebtedness, together with a discharge statement for such existing indebtedness from the existing secured lender on the Phase I Commercial Units.
12. New General Security Agreement in favour of LBC to secure Facility 4 Bridge Loan herein.
13. All title and security matters being satisfactory in all respect to the Lender at the time of funding.
14. All obligations with respect to the Loan, the loan to Jade-Kennedy Development Corporation pursuant to commitment dated August 4, 2011, as amended from time to time and the loan to Mady Collier Centre Ltd pursuant to commitment dated December 13, 2012, as amended from time to time, being in good standing in all respects at the time of funding.

The Lender hereby reserves the right to waive any and all of the aforesaid requirements at its sole and unfettered discretion.

The undersigned Borrower, Guarantors and Beneficial Owners hereby acknowledge and agree that all funds to be advanced pursuant to the Bridge Demand Loan Facility shall be utilized for the benefit of the Project.

All other terms and conditions of the executed Commitment Letter dated March 7, 2012 shall remain in full force and effect, and shall, subject as herein otherwise provided, remain applicable to all Facilities including Facility "4".

If you are in agreement with the terms and conditions of this Offer, please return the enclosed copy, duly signed by the Borrower, Guarantors and Beneficial Owners, to the undersigned. If there are any questions, please contact the undersigned directly.

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Yours very truly,

LAURENTIAN BANK OF CANADA

Per: *J. Weller*
Name: Jeff Weller
Title: Assistant Vice President
Real Estate Financing

Per: *T. Da Silva*
Name: Tony Da Silva
Title: Vice President
Real Estate Financing & Loan Syndications

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ACCEPTANCE

THE UNDERSIGNED hereby accept the terms and conditions of this Commitment as of this _____ day of August, 2014.

BORROWER: 144 Park Ltd.

Per: _____
Name: _____

Per: _____
Name: _____

I/we have the authority to bind the corporation

The Borrower confirms that the above financing is for its own use and is not intended to be used by or for the benefit of a third party and acknowledges having read and understood the terms and conditions of this Offer and accepts same.

GUARANTOR(S):

D. Mady Investments Inc.

Per: _____
Name: _____

Per: _____
Name: _____

I/we have the authority to bind the corporation

D. Mady Holdings Inc.

Per: _____
Name: _____


Per: _____
Name: _____

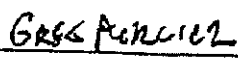
I/we have the authority to bind the corporation

Signature: _____
Name: **Charles Mady**
Address: _____

Witness: _____
Signature: _____
Name: **GREG PULLIER**
Address: _____

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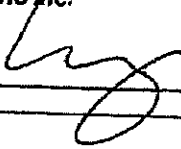
Signature: 
 Name: David Mady
 Address: _____

Signature: 
 Name: _____
 Address: _____

Each Guarantor acknowledges having read and understood the terms and conditions of this Offer and accepts same.

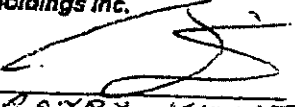
BENEFICIAL OWNERS:

2173170 Ontario Inc.

Per: 
 Name: _____

Per: _____
 Name: _____
 I/we have the authority to bind the corporation

Allen Street Holdings Inc.

Per: 
 Name: RAVON KIVAT

Per: _____
 Name: _____
 I/we have the authority to bind the corporation

Each Beneficial Owner acknowledges having read and understood the terms and conditions of this Offer and accepts same.

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SCHEDULE "A"

Price - Contract

LINE	UNIT #	QTY (as of 08/22/2014)	UNIT P	UNIT PRICE	UNIT AREA SQFT	UNIT VOLUME CU FT	UNIT WEIGHT LB	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
20	117	250	20000	5000												
21	118	250	20000	5000												
22	119	250	20000	5000												
23	120	250	20000	5000												
24	121	250	20000	5000												
25	122	250	20000	5000												
26	123	250	20000	5000												
27	124	250	20000	5000												
28	125	250	20000	5000												
29	126	250	20000	5000												
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143	240	250	20000	5000												
144	241	250	20000	5000												

2-14-15

**THIS IS EXHIBIT "L" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Standil

A Commissioner etc.

Properties

PIN 22417 ~ 0131 LT Interest/Estate Fee Simple
 Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
 Address WATERLOO

PIN 22417 ~ 0132 LT Interest/Estate Fee Simple
 Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R~17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
 Address WATERLOO

Chargor(s)

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

Name 144 PARK LTD.
 Address for Service 8791 Woodbine Avenue, Suite 100
 Markham, Ontario L3R 0P4

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

Chargee(s)

Capacity

Share

Name LAURENTIAN BANK OF CANADA
 Address for Service 130 Adelaide Street West, Suite 300
 Toronto, Ontario M5H 3P5

Provisions

Principal \$40,000,000.00 Currency CDN
 Calculation Period SEE SCHEDULE
 Balance Due Date SEE SCHEDULE
 Interest Rate SEE SCHEDULE
 Payments
 Interest Adjustment Date
 Payment Date SEE SCHEDULE
 First Payment Date
 Last Payment Date
 Standard Charge Terms 201010
 Insurance Amount full insurable value
 Guarantor

Additional Provisions

See Schedules

Signed By

Jean Louise Humphrey 480 University Ave, # 1600 acting for Chargor Signed 2012 05 24
 Toronto (s)
 M5G 1V2
 Tel 4165979922
 Fax 4165973370

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

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600
 Toronto
 M5G 1V2

2012 05 25

Submitted By

Tel 4165979922
Fax 4165973370

143

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargee Client File Number : GSNH120110

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SCHEDULE TO CHARGE

A. PAYMENT PROVISIONS

1. LOAN FACILITIES EXTENDED TO CHARGOR AND SECURED HEREIN

WHEREAS pursuant to the terms of the Commitment the Chargee has agreed to extend three loan facilities to the Chargor in the aggregate amount of THIRTY-EIGHT MILLION, FORTY-FOUR THOUSAND DOLLARS (\$38,044,000.00) together with interest thereon as hereinafter set out, and costs, fees and other amounts thereon as provided in the Charge and at the rate hereinafter set out (collectively, the "Facilities") as follows:

- (a) Facility "A" – A construction loan to the Chargor in the maximum principal amount of THIRTY-SIX MILLION, FORTY-FOUR THOUSAND DOLLARS (\$36,044,000.00) (the "Construction Loan");
- (b) Facility "B" – Letters of credit to be issued in the aggregate principal amount of up to TWO MILLION DOLLARS (\$2,000,000.00) (hereinafter collectively, the "Letters of Credit"); and,
- (c) Facility "C" – As a sub-credit of Facility "A", a revolving demand loan for the purpose of payment by the Chargor of between draw project expenses in the principal amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) (the "Demand Loan"), which shall be extended to the Chargor by way of an operating line of credit and a certain line of credit agreement (the "Line of Credit Agreement") relating thereto.

THE TERMS of the above Facilities are set forth in greater detail hereafter.

AND THE CHARGOR hereby charges the Lands in favour of the Chargee with the indebtedness owing from time to time pursuant to Facilities "A", "B" and "C" and any increases thereof, if and when approved by the Chargee, up to the principal sum of FORTY MILLION DOLLARS (\$40,000,000.00), together with interest thereon as hereinafter set out, and costs, fees and other amounts thereon as provided in the Charge and at the rate hereinafter set out.

THE CHARGOR acknowledges and agrees that notwithstanding that this Charge has been expressly written and intended to secure and charge the Lands for the face amount of FORTY MILLION DOLLARS (\$40,000,000.00) on account of principal plus interest on principal advanced from time to time and all other indebtedness and charges and fees as herein provided, nothing herein shall obligate the Chargee to advance on account of principal any amount or amounts in excess of the principal amounts of Facilities "A" and "B", as herein set out or as may be amended in writing from time to time by the Chargor and the Chargee, and nothing herein in itself shall be interpreted or intended to increase any principal amount of Facilities "A" to "C", inclusive, save and except as agreed in writing by the Chargor and the Chargee.

PROVIDED THIS CHARGE/MORTGAGE SHALL BE VOID upon payment at the office of the Chargee at Toronto, Ontario of the aggregate of the following amounts:

THE CHARGOR acknowledges that the requirements of the Commitment provides for a minimum interest rate of four and three quarters percent (4.75%) per annum, calculated and payable monthly as herein set forth, as well after as before maturity and both before and after default and judgement (the "Minimum Interest Rate").

Facility "A"

In respect of Facility "A", the sum of THIRTY-SIX MILLION, FORTY-FOUR THOUSAND DOLLARS (\$36,044,000.00) of lawful money of Canada with interest thereon at that rate which is the greater of: i) the Minimum Interest Rate; or ii) one and three quarters per cent (1.75%) greater than the annual prime lending rate of interest announced, quoted or charged from time to time by Laurentian Bank of Canada at its main branch in Toronto, Ontario as a reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada (the "Prime Rate"), and which interest rate shall be adjusted daily as to fluctuations in the said Prime Rate and shall be calculated and compounded monthly as hereinafter set forth, as well after as before maturity and both before and after default and judgment as follows:

INTEREST adjusted daily and calculated and compounded monthly, not in advance, at the aforesaid rate on the amount advanced from time to time shall become due and be payable monthly on the first day of each and every month in each and every year from and including the first day of June, 2012 to and including the first day of December, 2014 and the balance of THIRTY-SIX MILLION, FORTY-FOUR THOUSAND DOLLARS (\$36,044,000.00) together with interest thereon at the aforesaid rate shall become due and payable on the earlier of: i) demand by the Chargee; or ii) the first day of December, 2014 (the "Maturity Date"). The first payment of interest to be computed from the date of the first advance to become due and payable on the first day of the month immediately following the month in which the first advance takes place.

Facility "B"

In respect of Facility "B", the lesser from time to time of the principal sum of TWO MILLION DOLLARS (\$2,000,000.00) of lawful money of Canada and the aggregate face amount of all Letters of Credit issued on behalf of the Chargor, together with payment to the Chargee on the issuance of each such Letter of Credit

and each renewal thereof, of fees in the amount of one and three quarters per cent (1.75%) on the face amount thereof, and together with interest at the rate provided in Facility "A" on any amount(s) drawn from time to time on any such Letter(s) of Credit by the holder(s) thereof until full repayment thereof by the Chargor.

PROVIDED ALWAYS that in no event shall the obligations of the Chargee pursuant to such Letters of Credit extend beyond the earlier of the Maturity Date and the date of provision by the Chargee of the final partial discharge of the Lands, the Chargor hereby agreeing that the Chargee's obligations in respect to such Letters of Credit shall be fully paid, released, secured and/or cash collateralized by the Chargor prior to such outside date.

This Facility "B" is strictly for securing any requirements and outstandings relating to the Tarion Warranty issued by the Tarion Warranty Corporation and for any requirements of any municipal or regional corporation in conjunction with the development to be secured by this Charge. Any letters of credit issued from time to time for purposes other than as security relating to the Tarion Warranty Corporation shall only be issued on a duplicate nature basis and any draws under any Letter(s) of Credit other than those for the purposes of the Tarion Warranty Corporation shall result in offsetting reductions in Facility "A" and on completion and repayment of the loan secured by this Charge, any remaining outstanding Letter(s) of Credit shall be secured with equivalent cash deposits to the Chargee.

Facility "C"

In respect of Facility "C", the unpaid principal balance of the Demand Loan not exceeding the principal sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) together with interest thereon at the rate which is the greater of: i) the Minimum Interest Rate; or ii) that rate per annum which is one and three quarters percent (1.75%) above the Prime Rate and which interest rate shall be adjusted daily as to fluctuations in the said Prime Rate and shall be calculated and compounded monthly as hereinafter set forth, as well after as before maturity and both before and after default and judgment as follows:

INTEREST adjusted daily and calculated and compounded monthly, not in advance, at the aforesaid rate on the amount advanced from time to time shall become due and be payable monthly on the first day of each and every month in each and every year from and including the first day of June, 2012 to and including the first day of December, 2014 and the balance of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) together with interest thereon at the aforesaid rate shall become due and payable on the on the earlier of: i) demand by the Chargee; or ii) the Maturity Date. The first payment of interest to be computed from the date of the first advance to become due and payable on the first day of the month immediately following the month in which the first advance takes place;

AND NOTWITHSTANDING any other provision hereof or rule of law or equity to the contrary, and notwithstanding the existence of any subsequent encumbrance, the Chargor shall be permitted to revolve the Demand Loan to the Chargor and at any time and from time to time increase or decrease the principal amount of the Demand Loan secured hereunder provided that at no time shall the principal amount of the Demand Loan exceed the sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) plus interest and costs thereon as provided above. And the Chargor may repay to the Chargee the whole or any portion of the Demand Loan and subsequently re-borrow up to the face amount of the Demand Loan and so on and so forth from time to time and this Charge shall remain valid and binding security and retain absolute priority for the whole of the principal amount owing from time to time up to the amount of FORTY MILLION DOLLARS (\$40,000,000.00) together with interest thereon as herein set out, and costs, fees and other amounts thereon as provided in the Charge and at the rate herein set out, notwithstanding such repayment in part or in full until a discharge is delivered by the Chargee to the Chargor;

AND THE CHARGOR acknowledges and agrees that any and all default under the terms and conditions of the Line of Credit Agreement shall constitute concurrent default under this Charge and any and all default under this Charge shall constitute concurrent default under the Line of Credit Agreement, whereupon the unpaid principal balance of Demand Loan together with interest and costs as aforesaid shall, at the option of and upon demand by the Lender, become immediately due and repayable.

THE CHARGOR acknowledges and agrees that Facility "C" is not a construction loan and any draws pursuant thereto are not intended and shall not constitute construction advances or trust funds and to the extent of the advance proceeds thereof secured hereunder this Charge shall not constitute a "building mortgage", as these terms may be used or defined under any construction or builders lien legislation from time to time.

AND THE CHARGOR acknowledges and agrees that the aggregate total amount on account of principal of the funds advanced and owing under Facility "A" and Facility "C" shall at no time exceed the maximum amount of Facility "A".

AND taxes and performance of Statute Labour; and observance and performance of all covenants, provisos and conditions herein contained.

2. COMPOUND INTEREST

AND it is hereby agreed that in case default shall be made in payment of any sum in respect of Facilities "A", "B" and "C" to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as

before maturity, shall bear interest at the rate aforesaid, and in case the interest and compound interest are not paid in one (1) month from the time of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Lands.

3. CAPITALIZATION OF INTEREST

AND the Chargee shall have the right at its sole option to capitalize any interest owing from time to time and to add same to the principal amount of the loan and to treat it as part thereof and charge interest thereon. Such capitalized interest and interest thereon shall at all times be secured under the security granted by the Chargor to the Chargee pursuant to this loan in first priority in the same manner as accrued interest. The Chargee at its sole option shall have the right to treat such capitalized interest as principal or accrued interest.

B. ADDITIONAL PROVISIONS

1. AMENDMENTS TO STANDARD CHARGE TERMS 949

- (a) Section 27 – "Financial and Operating Statements" contained in Standard Charge Terms 201010 is hereby deleted and replaced by the following:

"FINANCIAL AND OPERATING STATEMENTS

THE CHARGOR covenants that, within the periods of time hereinafter specified, or within such other period(s) of time as may be specified by the Commitment, the Chargor shall delivery or cause to be delivered to the Chargee the following:

- a) Within one hundred and twenty (120) days after the end of each fiscal year of operation of the Lands, an annual operating statement in respect of the Lands for the immediately preceding fiscal year setting forth the gross rents and other income derived from the Lands, the cost and expenses of operation and maintenance of the Lands and such other information and explanations in respect of the same as may be required by the Chargee;
- b) Within one hundred and twenty (120) days after the end of each fiscal year of each Chargor and Covenantor which is a corporation or partnership, the annual financial statements of each such corporation or partnership for its immediately preceding fiscal year including, without limitation, the balance sheet of the corporation or partnership as at its fiscal year end with comparative figures for prior years, statements of earnings, retained earnings and changes in financial position as at the fiscal year end with comparative figures for prior fiscal years, any supporting schedules and notes thereto and such other information and explanations as may be required by the Chargee; and,
- c) With respect to each Chargor and Covenantor who is an individual and within thirty (30) days after each anniversary of the date of the Commitment, an annual updated net worth statement of each such individual in such form and including such content and other information and explanations as may be required by the Chargee.

All such operating and financial statements shall be prepared at the expense of the Chargor and/or Covenantor and in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis and by a duly qualified chartered accountant or certified public accountant which is acceptable to the Chargee, and shall be submitted in audited form if so required by the Chargee at its option, and the completeness and correctness of such statements shall be supported by an affidavit of an authorized officer of the applicable Chargor and Covenantor. For all financial periods beginning on or after January 1, 2011, the use of International Financial Reporting Standards ("IFRS") will be required for all Chargors and Covenantors which are: (a) Canadian public corporations; (b) Canadian publicly accountable entities; and/or, (c) entities constated or resident in a jurisdiction other than Canada for which IFRS standards are mandated by the accounting standards of such other jurisdiction."

- (b) Section 35 – "No Further Encumbrances" contained in Standard Charge Terms 201010 is hereby deleted and replaced by the following:

"NO FURTHER ENCUMBRANCES

THE CHARGOR agrees not to enter into, create, incur, assume, suffer or permit to exist any other charge, pledge or other form of financing against the Lands and/or in respect of any chattels or other equipment directly related to the Lands, and not to further encumber same in any manner without the prior written consent of the Chargee, which approval shall be in the sole discretion of the Chargee, save and except as follows:

- (a) a mortgage to a bonding company for the purposes of insuring purchaser deposits which shall not exceed the maximum sum of EIGHT MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000.00) and which shall rank subordinate to this Charge and which shall be subject to the approval of the Chargee or its solicitors. The said mortgage shall

be required to enter into a Priorities Agreement in form and contents acceptable to the Chargee prior to registration of such subordinate charge; and

- (b) a vendor take back mortgage which shall not exceed the maximum sum of THREE MILLION DOLLARS (\$3,000,000.00) at an interest rate of zero percent (0.0%) and which shall rank subordinate to this Charge and which shall be subject to the approval of the Chargee or its solicitors. The Chargee of the said mortgage shall be required to enter into a Subordination and Standstill Agreement in form and contents acceptable to the Chargee prior to the registration of such subordinate charge."
- (c) a equity interest mortgage which shall not exceed the maximum sum of TWO MILLION, TWENTY SIX THOUSAND, SIX HUNDRED AND FORTY-ONE DOLLARS (\$2,026,641.0) at an interest rate of fourteen percent (14.0%) and which shall rank subordinate to this Charge and which shall be subject to the approval of the Chargee or its solicitors. The Chargee of the said mortgage shall be required to enter into a Subordination and Standstill Agreement in form and contents acceptable to the Chargee prior to the registration of such subordinate charge."
- (c) Section 65 – "No Prepayments" contained in Standard Charge Terms 201010 is hereby deleted and replaced by the following.

"PREPAYMENTS

THE CHARGOR shall have the right to prepay all or any part of the amount outstanding under this Charge at any time or times prior to the Maturity Date."

- (d) Section 66 – "No Partial Discharges" contained in Standard Charge Terms 201010 is hereby deleted and replaced by the following.

"PARTIAL DISCHARGES

Provided that upon registration of a plan of condominium of the Lands in accordance with the plans and specifications approved by the Chargee, and provided that no Event of Default has then occurred, and upon the sale of any condominium unit (the "Unit") to an approved purchaser pursuant to the terms of the Commitment, the Chargee agrees to provide to the Chargor a partial discharge of such Unit, upon fulfilment of the following conditions to the satisfaction of the Chargee:

- (a) compliance with the provisions of the *Planning Act* (Ontario) with respect to such partial discharge;
- (b) payment of the Chargee's administrative fee of \$150.00 in respect of each discharge document (single or multiples) executed by the Chargee;
- (c) payment of all fees and expenses of the Chargee's solicitors in respect of each unit, with respect to the granting of such partial discharge are paid in full prior to the delivery of such partial discharge;
- (d) payment to the Chargee of any accrued and unpaid interest or other charges then due and owing pursuant to this Charge; and,
- (e) the Chargee receives in respect of such Unit, forthwith after completion of the sale of such Unit, a solicitor's certified trust cheque payable to the Chargee in an amount equal to one hundred percent (100%) of the Net Sale Proceeds (as hereafter defined) in respect of such Unit.

"Net Sale Proceeds" in respect of any such Unit means the sale price of such Unit (as previously approved by the Chargee and as specified in the agreement of purchase and sale (the "Purchase Agreement") relating to such Unit), less the aggregate of: (a) all deposits paid by or on behalf of the purchaser of such Unit, provided that same have been utilized by the Chargee for the purpose of satisfying construction costs with respect to the Lands as per the terms of the Commitment, or provided that same have previously been delivered to the Chargee; (b) goods and services taxes exigible thereon pursuant to the *Excise Tax Act* (Canada) and payable by the Chargor pursuant to the terms of the Purchase Agreement; (c) usual and reasonable adjustments credited to the purchaser in the statement of adjustments on closing; (d) reasonable fees and expenses of the Chargor's solicitors with respect to the sale of such Unit (provided such fees and expenses are not in the aggregate in excess of the amount budgeted therefor); and, (e) reasonable real estate commissions with respect to the sale of such Unit (provided such fees and expenses are not in the aggregate in excess of the amount budgeted therefor).

2. CONFLICTS

IN THE EVENT of any inconsistencies or conflicts between these Additional Provisions and the Charge Terms, these Additional Provisions shall prevail.

**THIS IS EXHIBIT "M" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**



A Commissioner etc.

Properties

PIN 22417 - 0131 LT
Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

PIN 22417 - 0132 LT
Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

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Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 144 PARK LTD.
Address for Service 8791 Woodbine Avenue, Suite 100
Markham, Ontario L3R 0P4

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

Party To(s)

Capacity

Share

Name LAURENTIAN BANK OF CANADA
Address for Service 130 Adelaide Street West, Suite 300
Toronto, Ontario M5H 3P5

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, WR690395 registered on 2012/05/25 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Jean Louise Humphrey 480 University Ave, # 1600 acting for Signed 2012 05 24
Toronto Applicant(s)
M5G 1V2

Tel 4165979922
Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Jean Louise Humphrey 480 University Ave, # 1600 acting for Party To Signed 2012 05 24
Toronto (s)
M5G 1V2

Tel 4165979922
Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2012 05 25
Toronto
M5G 1V2

Tel 4165979922
Fax 4165973370

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Fees/Taxes/Payment

Total Paid \$60.00

150

File Number

Party To Client File Number : GSNH120110

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GENERAL ASSIGNMENT OF RENTS
(commercial)

THIS ASSIGNMENT made this 24th day of April, 2012.

BETWEEN:

144 PARK LTD.
hereinafter called the "Assignor"

- and -

LAURENTIAN BANK OF CANADA
hereinafter called the "Assignee"

THIS ASSIGNMENT is given as additional security for the payment for all obligations, indebtedness and liability of the Assignor to the Assignee under a certain Charge/Mortgage of Land of even date in the principal amount of FORTY MILLION DOLLARS (\$40,000,000.00) registered in the Land Registry Office for the Land Titles Division of Waterloo (No. 58), given by the Assignor, as chargor, to the Assignee, as chargee, (the "Charge") charging those lands and premises legally described on page one of this document and municipally known as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario (the "Property") whether such obligations, indebtedness or liabilities are incurred prior to, at the time of, or subsequent to, the execution of this assignment.

1. FOR VALUE RECEIVED, the Assignor hereby grants, assigns and transfers to the Assignee:
 - (a) All leases, offers to lease, licences and other agreements permitting the occupation or use of the Property or any part thereof, whether now in existence or hereafter created, and whether written or oral, and all amendments, extensions, renewals, modifications and replacements thereof (collectively, the "Leases");
 - (b) All rents, issues, income, receipts, profits, other monies, refunds, credits and inducements payable to the Assignor under the Leases, whether now in existence or hereafter owing, including, without limiting the generality of the foregoing, all income, subsidies, proceeds of early termination, payments received from governmental authorities and proceeds of all insurance indemnities with respect thereto (collectively, the "Rents");
 - (c) All rights, privileges, options, advantages, security interests and other benefits of the Assignor whatsoever pursuant to the Leases and whether now in existence or hereafter created (collectively, the "Rights"); and,
 - (d) All guarantees of the Leases, whether now in existence or hereafter created, and the rights, powers and privileges of the Assignor pursuant to the same (collectively, the "Guarantees").
2. The security of this Assignment is and shall be primary security to the Assignee and on a parity with the real estate charged by the Charge, and shall not in any way be construed as secondary security. All amounts collected hereunder, after deducting the expenses of collection and costs thereon, shall be applied on account of the indebtedness secured by the Charge, or in such other manner as may be provided in the Charge. Nothing herein contained shall be construed as constituting the Assignee as trustee, mortgagee or chargee in possession.
3. The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for any or all of the Rents which may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases and the Assignor's rights in and under the Leases as the Assignor may be entitled to have pursued but for this Assignment.
4. The Assignor warrants that:
 - (a) the Leases are in full force and effect;
 - (b) the copies of the Leases which have been delivered to the Assignee are true and correct copies;
 - (c) the Assignor has not assigned or pledged the Leases or any interest therein save and except as disclosed by registered title;
 - (d) no default exists on the part of the lessees thereunder ("the Lessees") under the Leases or the Assignor, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements contained in the Leases;
 - (e) other than last month's rents, no Rents have been paid by any of the Lessees more than thirty (30) days in advance;

- (f) none of the Rents has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor, directly or indirectly, or by assuming any Lessee's obligations with respect to other premises; and,
 - (g) no security deposit has been made by the Lessees under any of the Leases, save and except as disclosed to the Assignee.
5. The Assignor waives any rights of set-off against the Lessees.
6. The Assignor covenants and agrees that:
- (a) the Leases shall remain in full force and effect irrespective of any merger of any of the interest of the lessor and Lessees thereunder;
 - (b) It will not transfer or convey the title in fee to any of the premises described in the Leases (the "Premises") to any of the Lessees without the prior written consent of the Assignee which may be unreasonably withheld;
 - (c) if the Leases provided for the abatement of Rents during the repair of the Premises by reason of fire or other casualty, the Assignor shall furnish rental insurance to the Assignee, the policies to be in an amount and form and written by such insurance companies as shall be satisfactory to the Assignee;
 - (d) it will not terminate, modify or amend the Leases, or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or accept a surrender thereof without the prior written consent of the Assignee, and that any attempted termination, modification or amendments of the Leases without such prior written consent shall be null and void;
 - (e) it will not collect any of the Rents in advance of the time when such Rents shall become due under the terms thereof;
 - (f) it will not discount any Rents not yet due and owing to the Assignor;
 - (g) it will not execute any other assignments of the Leases, Rents, Rights and/or Guarantees;
 - (h) it will perform all of the Assignor's covenants and agreements as lessor under the Leases, and it will not suffer or permit to occur any release of liability of the Lessees, or any rights of the Lessees to withhold payment of Rents;
 - (i) it will give prompt notice to the Assignee of any notice of default on the part of the Assignor with respect to the Leases received from the Lessees, and it will immediately furnish the Assignee with complete copies of all such notices;
 - (j) all Leases shall be bona fide, the terms of which are to be approved by the Assignee prior to execution, and shall be at rental rates and terms consistent with comparable space in the area of the Property;
 - (k) the Assignor will provide to the Assignee leasing activity reports not less frequently than yearly after registration of the Charge;
 - (l) If requested by the Assignee, it will enforce the Leases and all remedies available to the Assignor against the Lessees, in the event of default under the Leases by the Lessees;
 - (m) none of the rights or remedies of the Assignee under the Charge shall be delayed or in any way prejudiced by this Assignment;
 - (n) notwithstanding any variation of the terms of the Charge or any renewal or extension of time for payment thereunder, the Leases, Rents, Rights and Guarantees hereby assigned shall continue as additional security in accordance with the terms hereof;
 - (o) It will not alter, modify or change the terms of any Guarantees or cancel or terminate such Guarantees without the prior written consent of the Assignee;
 - (p) it will not consent to any assignment of the Leases, or any subletting thereunder, whether or not in accordance with their terms, or to any assignment of Rents, Rights and/or Guarantees, without the prior written consent of the Assignee;
 - (q) It will not request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the Property;

- (r) it will not exercise any right of election, whether specifically set forth in any such Leases or otherwise which would in any way diminish any of the Lessees' liability or have the effect of shortening the term of any of the Leases;
- (s) It will pay the costs, charges and expenses of and incidental to the taking, preparation and filing of this Assignment or any notice hereof which may be required, and of every renewal related thereto; and,
- (t) It will not enter into any Leases affecting the Property in the following circumstances:
 - (i) with a party not at arm's-length from the Assignor;
 - (ii) which would have the effect of decreasing the Lessee's financial obligations under any Lease or increasing the responsibility of the landlord thereunder;
 - (iii) which would permit the use of the Premises for any use not in keeping with a high quality building and/or development for which the Charge was given as security, or which would materially adversely affect the market value of the Property; and/or,
 - (iv) which would commit the Assignee to fulfil any obligations of the Assignor with respect to the Leases in the event that the Assignee exercises any of its remedies in respect of the Property.

7. Upon any vesting of title to the Property in the Assignee or other party by court order, operation of law, or otherwise, or upon delivery of a transfer or conveyance pursuant to the Assignee's exercise of remedies under the Charge, all right, title and interest of the Assignor in and to the Leases, Rents, Rights and Guarantees shall by virtue of this Assignment, immediately vest in and become the absolute property of the party vested with such title or the transferee(s) named in such transfer or conveyance, without any further act or assignment by the Assignor. The Assignor hereby irrevocably appoints the Assignee and its successors and assigns, as its agent and attorney, to execute all instruments of assignment or further assurances in favour of such party vested with title or the transferee(s) as may be required in the circumstances.

8. In the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for, and to save and hold it harmless of and from, any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defence of any such claims or demands, the amount thereof, including costs, expenses and legal fees on a full indemnity basis, shall be secured hereby, and the Assignor shall reimburse the Assignee therefore immediately upon demand.

9. Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Charge, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessees, to the Leases, and to all Rents and other amounts then due under the Leases and thereafter accruing, and to the Rights and Guarantees, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all Rents to the Assignee without proof of the default relied upon by the Assignee. The Lessees are by this Assignment hereby irrevocably authorized to rely upon and comply with any notice or demand by the Assignee for the payment to the Assignee of any Rents which may be or thereafter become due under the Leases, regardless whether any default under the Charge has actually occurred or is then existing.

10. In the event that the Assignee collects any payments of Rents due to the Assignor's default, the Assignee shall be entitled to receive from such Rents, in addition to any other fees chargeable, a management fee of 5.0% of the gross receipts from such Rents, it being understood for greater certainty that the Assignor and the Assignee have agreed that such management fee is a just and equitable fee having regard to the circumstances.

11. Any receiver or receiver-manager appointed pursuant to the Charge or by any court shall be deemed to be the agent of the Assignor and the Assignor shall be solely responsible for the acts of such receiver or receiver-manager and its remuneration and expenses, and the Assignee shall not in any way be responsible for any misconduct or negligence on the part of such receiver or receiver-manager.

12. This Assignment is intended to be additional to and not in substitution for or in derogation of any assignment of Rents contained in the Charge or in any other document.

13. A discharge of the Charge shall operate as an automatic reassignment to the Assignor of this Assignment and the Leases, Rents, Rights and Guarantees assigned thereby.

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14. This Assignment shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the courts of this province sitting at Toronto, Ontario.

15. In this Assignment, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders.

16. This Assignment shall be binding upon and enure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

17. This Agreement may be executed in counterparts and all counterparts so executed will constitute one Agreement binding on the undersigned effective on execution by all of them.

IN WITNESS WHEREOF the Assignor has/have executed this Assignment as of the date first above written.

144 PARK LTD.

Per: _____
Charles Mady, President

I have the authority to bind the corporation.

THIS IS EXHIBIT "N" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015



A Commissioner etc.

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ASSIGNMENT OF SALE AGREEMENTS

THIS AGREEMENT made as of the 24th day of April, 2012,

MADE BY:

144 PARK LTD.
hereinafter called the "Assignor"

IN FAVOUR OF:

LAURENTIAN BANK OF CANADA
hereinafter called the "Lender"

WHEREAS the Lender has agreed to extend a loan or establish one or more credit facilities (collectively the "Loan") in favour of 144 Park Ltd. on the terms and subject to the conditions set out in a letter of commitment dated March 7, 2012 issued by the Lender with respect to the Loan (the "Commitment");

AND WHEREAS as security for amounts owing to the Lender on account of the Loan, the Assignor agreed, among other things, to execute and deliver this agreement in favour of the Lender;

NOW THEREFORE, in consideration of the Lender extending credit and making or agreeing to make one or more advances of the Loan and for other good and valuable consideration, the Assignor covenants with the Lender as follows:

ARTICLE I - DEFINITIONS AND INTERPRETATIONS

1.01 **Definitions:** Capitalized terms used in this Agreement have the respective meanings ascribed thereto in this section:

- (a) "Act" means the *Personal Property Security Act* (Ontario);
- (b) "Condominium Act" means the *Condominium Act, 1998* (Ontario);
- (c) "Dispute" means any dispute, claim, action or demand, whether now in existence or hereafter arising, in connection with or relating to the Collateral, or to any part thereof;
- (d) "Default" means an event described as an "Event of Default" or as a "Default" in this Agreement or in any of the Loan Documents;
- (e) "Indebtedness" means all present and future debts and liabilities due or to become due, absolute or contingent, direct or indirect, now existing or hereafter arising owing by the Assignor (or if more than one Assignor, by any one or more of them) to the Lender, whether pursuant to the Loan Documents or otherwise and includes any extensions, renewals or replacements thereof and includes the Loan;
- (f) "Lands" means those lands and premises described in Schedule "A" attached hereto;
- (g) "Net Proceeds" means 100% of the purchase price of a Unit payable to or on behalf of the Assignor by a Purchaser of such Unit pursuant to a Sale Agreement and whether such amount is payable before, contemporaneously with or at any time after the transfer of title of such Unit to such Purchaser, less:
 - (i) legal fees and disbursements payable by the Assignor to counsel for the Assignor for legal services rendered on behalf of the Assignor in connection with the sale of such Unit to the Purchaser of such Unit;
 - (ii) reasonable commissions payable by the Assignor to arm's length third party real estate brokers in connection with the sale of such Unit to the Purchaser of such Unit; and,
 - (iii) such other amounts, if any, approved in writing by the Lender;

and Net Proceeds includes, without limitation:

- (iv) all present and future income, rents, profits and other amounts including insurance proceeds and expropriation awards payable with respect to a Unit (whether or not such amounts are derived from or are reserved or payable under any leases, agreements to lease or

occupation agreements granting the exclusive or non-exclusive licence or right to use or occupy such Unit); and,

- (v) any promissory note, letter of credit or letter of guarantee, and any charges, assignments, security agreements or other encumbrances that are given by the Purchaser of such Unit in order to evidence or secure any portion of the purchase price of such Unit;
- (h) "Loan Documents" means all agreements, instruments and other documents made or assigned by the Assignor (or, if there is more than one Assignor, by any one or more of them) in favour of the Lender in connection with the Loan and includes any letter of commitment or loan agreement relating thereto, as same may be amended from time to time;
- (i) "Person" includes an individual, sole proprietorship, partnership, joint venture, syndicate, association, trust, body corporate, a natural person in his capacity as trustee, personal representative or other legal representative, the Crown or any agency or instrumentality thereof, and/or any other entity recognized by law;
- (j) "Project" means, collectively, the Lands and all Improvements now or hereafter constructed on or made to the Lands;
- (k) "Purchaser" means any person who enters into a Sale Agreement and "Purchasers" means all such persons;
- (l) "Sale Agreements" means all present and future agreements to purchase one or more Units; and,
- (m) "Unit" means each of the condominium units to be created upon the registration of a declaration and description (as defined in the Condominium Act) on the title to the Lands and includes, without limitation, the interests of each Unit in the common elements (as defined in the Condominium Act) and the right to the exclusive use of portions of the common elements by the owner of each Unit, all as expressed in the declaration, and includes all of the chattels, fixtures and equipment now or in future relating to such Unit.

1.02 **Number and Gender:** All nouns and personal pronouns relating thereto shall be read and construed as the number and gender may require and the verb shall be read and construed as agreeing with the noun and pronoun.

1.03 **Recitals Correct:** The Assignor confirms the validity and truth of the above-noted recitals, which have the same force and effect as if repeated herein at length.

ARTICLE II - ASSIGNMENT AND ATTACHMENT

2.01 **Assignment:** As continuing security for the payment of the Indebtedness and the performance, fulfillment and satisfaction of all covenants, obligations and conditions on the part of the Assignor set out herein or set out in the Loan Documents, the Assignor assigns, sets over and transfers to the Lender all its rights, title and interest in and to, and all claims of every nature or kind which the Assignor now or hereafter may have, under or pursuant to, the Sale Agreements and the Net Proceeds including, without limitation:

- (a) the benefit of any and all present and future guarantees and indemnities with respect to any Sale Agreements and the performance of any or all of the obligations of any Purchaser thereunder;
- (b) all other debts, demands, choses in action and claims which are now or may hereafter be or become due, owing or accruing due to the Assignor under the Sale Agreements or the Net Proceeds; and,
- (c) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the foregoing;

all of the foregoing described in this Section 2.01 together with all proceeds therefrom are hereinafter collectively called the "Collateral".

ARTICLE III - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES

3.01 **Burdens Not Assigned:** The Assignor expressly acknowledges and agrees that all liabilities, obligations and other burdens of the Collateral are reserved exclusively to the Assignor and are not included in the property and assets that are hereby assigned, transferred and otherwise encumbered to or in favour of the Lender.

3.02 **Acknowledgement of Assignor:** The Assignor acknowledges that neither this Agreement nor the assignment set out herein:

- (a) shall in any way lessen or relieve the Assignor from its obligations to perform, fulfill and satisfy its covenants, obligations and all other provisions set out in the Collateral or any part thereof;
- (b) imposes any obligation on the Lender to assume any obligation under, or to observe, perform or satisfy any covenant, obligation or other provision set out in, the Collateral or any part thereof; or
- (c) imposes any liability on the Lender for any act or omission on its part in connection with this Agreement, the assignment constituted hereby, the Collateral or any part thereof.

3.03 Positive Covenants of Assignor: The Assignor covenants and agrees:

- (a) to perform, fulfill and satisfy all covenants, obligations and all other provisions set out in the Collateral or any part thereof;
- (b) to deliver to the Lender a copy of all written notices, demands or requests given in connection with or pursuant to the Collateral or any part thereof that are received by the Assignor, forthwith upon receipt of same and that are delivered by the Assignor, contemporaneously with the delivery of same;
- (c) to indemnify and save the Lender harmless from and against any losses, damages, costs and expenses (including legal fees and disbursements on a full indemnity basis) suffered or incurred by the Lender in connection with, on account of or by reason of:
 - (i) the assignment to the Lender of the Collateral and any obligation of the Lender resulting therefrom to perform, fulfill or satisfy any covenant, obligation or other provision set out in the Collateral or any part thereof;
 - (ii) any failure of the Assignor to observe, perform or satisfy its covenants, obligations and all other provisions set out in this Agreement or set out in the Collateral or any part thereof; and,
 - (iii) the enforcement by the Lender of the assignment constituted by this Agreement;
- (d) to notify the Lender in writing as soon as the Assignor becomes aware of any Dispute in respect of the Collateral or of any breach or default by the Assignor, any Purchaser or any other Person in the performance or satisfaction of any of the covenants, obligations or other provisions set out in the Collateral or any part thereof;
- (e) to obtain such consents from third parties including, without limitation, Purchasers, as may be necessary or required in connection with the assignment constituted by this Agreement and, in addition, such other consents from third parties as the Lender may require or desire;
- (f) upon the written request of the Lender, to execute and deliver to the Lender specific assignments of any of the Sale Agreements duly acknowledged by the respective Purchasers thereunder, which specific assignments shall be in form and substance acceptable to the Lender;
- (g) that each of the Sale Agreements shall be an unconditional (to the Purchaser) agreement of purchase and sale entered into by the Assignor in good faith, at arm's length, at a purchase price and otherwise upon such terms and conditions as are reasonable and proper in the circumstances and upon prevailing market terms and conditions;
- (h) to deliver to the Lender, on a monthly basis, an updated sales report for the Project detailing all Sale Agreements, all deposits and other amounts paid and payable under such Sale Agreements, the name, address and telephone number of each Purchaser and his or its solicitor, a copy of the mortgage approval from a reputable financial institution granted to such Purchaser with respect to the purchase of the Unit or Units in question or, alternatively, an up to date net worth statement from such Purchaser and, in addition, at the request of the Lender from time to time, a notarial copy of each Sale Agreement and of any guarantee or indemnity in respect of the obligations of any Purchaser thereunder;
- (i) to execute and deliver to each Purchaser, at the request of the Lender from time to time, a written notice to each Purchaser directing such Purchaser to pay the Net Proceeds and all other amounts owing under the Sale Agreements to the Lender;
- (j) without limiting the generality of subsection 3.03(i) hereof, if any Net Proceeds or other amounts owing to the Assignor under the Sale Agreements are received by the Assignor, to pay to the Lender all such Net Proceeds and other amounts, forthwith upon receipt of same by the Assignor;
- (k) that it will pay to the Lender upon demand all costs, fees and expenses including, without limitation, legal fees and disbursements on a full indemnity basis, incurred by or on behalf of the Lender in connection with or arising out of or from this Agreement including, without limitation, any one or more of the following:

- (l) any act done or taken by or on behalf of the Lender, or any proceeding instituted by or on behalf of the Lender, the Assignor or any other Person, in connection with or in any way relating to any one or more of this Agreement or any part thereof, the preservation, protection, enforcement or realization of the Collateral or any part thereof, the recovery of the indebtedness or any part thereof and responding to enquiries regarding the scope of the security interest perfected by the registration of a financing statement under the Act; and,

- (ii) all amounts incurred or paid by the Assignor pursuant to Section 4.01 hereof; and,

together with interest thereon from the date of the incurring of such expenses at the highest rate of interest provided for in any of the Loan Documents. Whether any action or any judicial proceedings to enforce the aforesaid payments has been taken or not, the amount owing to the Lender under this subsection shall be added to the indebtedness;

- (l) to furnish to the Lender in writing all information requested by the Lender relating to the Collateral or any part thereof;
- (m) subject to the Condominium Act, to hold or cause to be held in trust all deposits and other amounts received from any Purchaser on account of the purchase price of each Unit prior to the transfer of title of such Unit to such Purchaser; and,
- (n) to the extent that the Assignor has received from any Purchaser, prior to the execution of this Agreement, any deposits or other amounts on account of the purchase price of one or more Units, and to the extent that the Lender releases to the Assignor any deposits or other amounts received on account of the purchase price of one or more Units that were being held by the Lender pursuant to this Agreement, the Assignor shall only utilize any such amounts to pay costs and expenses associated with the Project that have been approved by the Lender. No amounts held by the Lender pursuant to this Agreement shall be released by the Lender to the Assignor except as authorized by the Condominium Act.

3.04 Negative Covenants of Assignor: The Assignor covenants and agrees that it shall not:

- (a) enter into Sale Agreements with any Purchaser unless such Purchaser has been approved for mortgage purposes in connection with the portion of the purchase price, if any, being financed by such Purchaser or, if no portion of such purchase price is being financed, unless the Lender has received evidence satisfactory to it as to the credit-worthiness of such Purchaser and as to the Purchaser's ability to complete the purchase provided for in such Sale Agreement;
- (b) sell, assign, transfer, dispose of, collect, receive or accept any of the Collateral or any part thereof nor do, nor permit to be done, any act or thing whereby the Lender may be prevented or hindered from so doing;
- (c) pledge, charge, mortgage, hypothecate, create a security interest in or otherwise encumber the Collateral or any part thereof;
- (d) cancel or terminate any of the Sale Agreements or do any act or thing allowing any Purchaser under any of the Sale Agreements to cancel or terminate any of the Collateral or any part thereof;
- (e) waive, amend, modify or vary any of the covenants, obligations and other provisions set out in the Collateral or any part thereof, or otherwise agree or consent to any waiver, amendment, modification or variation of any of them, whether by way of collateral agreement or otherwise;
- (f) waive or agree to waive any failure of any Purchaser under any of the Sale Agreements to perform, fulfill or satisfy any of the covenants, obligations and other provisions set out in any of the Sale Agreements or any part thereof; or,
- (g) settle or resolve Disputes.

3.05 Representations and Warranties of Assignor: The Assignor represents and warrants to the Lender that:

- (a) the Collateral including, without limitation, each of the Sale Agreements in effect as of the date hereof, is in good standing and in full force and effect, unamended, and there are no defaults thereunder;
- (b) the Assignor has good, valid and legal right to absolutely assign and transfer to the Lender the Collateral, free and clear of all assignments, mortgages, charges, pledges, security, interests and other encumbrances;
- (c) the Assignor has not received notice of any default or claim for set-off from any Purchaser or any other party to the Collateral or any part thereof;

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- (d) none of the Collateral in existence on the date hereof is incapable of assignment to the Lender in accordance with the provisions of this Agreement, nor is the consent of any third party required for any assignment set out in this Agreement or in connection with any further assignment by the Lender; and
 - (e) no Net Proceeds, payments, proceeds, receipts or other distributions due or to become due on any date subsequent to the date of this Agreement have been collected in advance of the time when the same become due under the terms of the Collateral or any part thereof.

ARTICLE IV - DEFAULT

4.01 **Enforcement Upon Default:** Without limiting in any manner whatsoever the Lender's rights, remedies and recourses pursuant to this Agreement, by operation of law or otherwise, if any of the representations and warranties set out in this Agreement or in any of the Loan Documents is untrue or if the Assignor has defaulted under or pursuant to or otherwise failed to perform, fulfill or satisfy any covenant, obligation or condition set out herein, or upon the occurrence of any Default, the Lender and may, from time to time and at any time, at its sole discretion, in its own name or in the name of the Assignor and without notice to the Assignor, do any one or more of the following:

- (a) perform, fulfill or satisfy any covenant, obligation or other provision set out in any of the Collateral which could have been performed, fulfilled or satisfied by the Assignor;
- (b) exercise any of the rights, powers, authority and discretion which, pursuant to any of the Collateral, could have been exercised by the Assignor including, without limitation, amending and renewing any one or more of the Sale Agreements and otherwise dealing with the Purchasers and others and participating in all settlement negotiations and arbitration proceedings resulting from any Dispute relating to the Collateral; and,
- (c) collect any Net Proceeds, proceeds, receipts or income arising from or out of the Collateral including, without limitation, the institution of proceedings, whether in the name of the Assignor or the Lender or both, for the collection of same;

and in the event that the Lender does any one or more of the foregoing, for such period of time that the Lender continues to do so, the rights, benefits, powers and advantages of the Assignor with respect thereto shall thereupon be extinguished.

The Assignor further acknowledges and agrees that all costs, charges and expenses incurred by the Lender in connection with doing anything permitted in this Section 4.01 including, without limitation, legal fees and disbursements on a full indemnity basis, shall be forthwith paid by the Assignor to the Lender.

4.02 **Application of Funds:** All amounts realized from the Collateral upon the enforcement of this Agreement shall be applied by the Lender firstly, to the payment of expenses owing under the Loan Documents, secondly, to the payment of such part of the indebtedness as constitutes interest, and thirdly, to the payment of the balance of the indebtedness; and any deficiency shall be and remain payable by the Assignor to the Lender. If any surplus remains after the payments itemized herein, such surplus shall be applied in the manner provided for in the Act. Notwithstanding the foregoing, the Secured Party reserves the right to interplead or make any appropriate application pursuant to the *Trustee Act* (Ontario).

4.03 **Authority of Assignor Prior to Default:** Prior to the completion of the sale of each Unit under the respective Sale Agreements and until a Default occurs the Assignor shall have the authority to collect any monies payable or arising out of or from the Collateral and, subject to section 3.04 hereof, the Assignor shall have the authority to exercise, in good faith, all of the rights, powers, authority and discretion under the Collateral. However, upon the occurrence of a Default, such authority shall immediately cease without further notice to the Assignor. Notwithstanding the generality of the foregoing, all Net Proceeds payable upon the completion of the sale of each Unit are hereby directed to be paid to the Lender (and this shall be each Purchaser's good and sufficient irrevocable authority to do so). Any monies payable or arising out of or from the Collateral received by or on behalf of the Assignor after a Default has occurred or upon or after the completion of the sale of each Unit shall be received and held in trust for the Lender and forthwith remitted to the Lender. The Lender may, at any time or times, by notice to any Purchaser, direct such Purchaser to pay Net Proceeds and other monies to the Lender and such notice shall be good and sufficient authority for any Purchaser so doing. Any payment of Net Proceeds and other monies by a Purchaser to the Lender shall not constitute a default under such Purchaser's Sale Agreement. The receipt by the Lender of Net Proceeds or other monies from a Purchaser shall constitute and be deemed receipt thereof by the Assignor.

4.04 **Lender Not Liable:** The Lender shall not be bound to do any one or more of the following:

- (a) give any notice;
- (b) exercise any rights, powers, authority, discretion or remedies whatsoever; and,
- (c) institute proceedings for the purpose of seizing, realizing upon, disposing of or obtaining possession of the Collateral or any part thereof or for the purpose of collecting or obtaining payment of the Net

Proceeds or of the indebtedness or any part thereof or for the purpose of preserving any rights of the Lender, the Assignor or any other Person in respect of same;

nor shall the Lender be liable or accountable for doing or failing to do any one or more of the foregoing. The Assignor shall be liable for all actions, causes of action, proceedings, debts, demands, claims, losses, damages and other liabilities incurred or suffered by the Assignor or the Lender by reason of or on account of any act or failure to act of the Lender.

ARTICLE V - GENERAL CONTRACT PROVISIONS

5.01 Further Assurances: The Assignor agrees to execute all such further assignments and other documents and to do all such further acts and things including obtaining any consents which are required by the Lender, from time to time, to more effectively assign and transfer the Collateral to the Lender and the Lender is irrevocably constituted the true and lawful attorney of the Assignor, with full power of substitution, to execute in the name of the Assignor any assignment or other document for such purposes.

5.02 No Novation: This assignment and transfer to the Lender of the Collateral is continuing security granted to the Lender, without novation or impairment of any other existing or future security held by the Lender in order to secure, among other things, payment to the Lender of the indebtedness.

5.03 Rights, Powers and Remedies: Each right, power and remedy of the Lender provided for in this Agreement or available at law or in equity may be exercised separately from or in combination with, and is in addition to and not in substitution for, any other right, power and remedy of the Lender however created. Without limiting the generality of the foregoing, the taking of judgment or judgments by the Lender shall not operate as a merger or affect the right of the Lender to interest as provided herein.

5.04 Re-Assignment: Upon the indebtedness being paid in full the Lender shall, within a reasonable time following its receipt of a written request from the Assignor and at the sole cost and expense of the Assignor, reassign the Collateral to the Assignor.

5.05 Waiver: No consent or waiver, express or implied, by the Lender to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by the Assignor of its obligations hereunder. Failure on the part of the Lender to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Lender of its rights hereunder.

5.06 Dealings with Persons: The Lender may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Collateral, the Assignor, debtors of the Assignor, guarantors, sureties and others, as the Lender may see fit, without prejudice to the Lender's rights, powers and remedies whatsoever.

5.07 Notices: Any notice or demand which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally or by facsimile upon the party for whom it is intended, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail addressed to the Assignor at its address set out in any of the Loan Documents and addressed to the Lender at its address set out in any of the Loan Documents. The date of receipt of such notice or demand, if served personally or by facsimile, shall be deemed to be the date of the delivery thereof, or if mailed as aforesaid, the fourth business day following the date of mailing. For the purposes hereof, personal service on the Assignor shall be effectively given by delivery to any officer, director or employee of the Assignor. The Lender or the Assignor may, from time to time, change its address or stipulate another address from the address described in this Agreement by giving notice in the manner provided in this section.

5.08 Entire Agreement: This Agreement constitutes the entire agreement between the Lender and the Assignor pertaining to the assignment of the Collateral and may not be amended in any matter except by written instrument signed by them.

5.09 Survival: All covenants, undertakings, agreements, representations and warranties made by the Assignor in this Agreement and any instruments delivered pursuant to or in connection herewith, shall survive the execution and delivery of this Agreement and any advances made by the Lender to the Assignor, and shall continue in full force and effect until the indebtedness is paid in full. All representations and warranties made by the Assignor shall be deemed to have been relied upon by the Lender.

5.10 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the courts of this Province sitting at Toronto, Ontario.

5.11 Successors and Assigns: This Agreement and each of the covenants, warranties and representations herein set out shall enure to the benefit of the Assignee and the Assignee's successors and assigns, and shall be binding upon the Assignor and the Assignor's heirs, personal representatives, successors and assigns. The term "successors" shall include, without limiting its meaning, any corporation

resulting from the amalgamation of a corporation with another corporation, any trustee in bankruptcy and, where any party is a partnership, any new partnership resulting from the admission of new partners or any other change in the composition of such party, including, without limiting the generality of the foregoing, the resignation or death of any or all of the partners.

5.12 Legislation References: Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

5.13 Number and Gender: In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders.

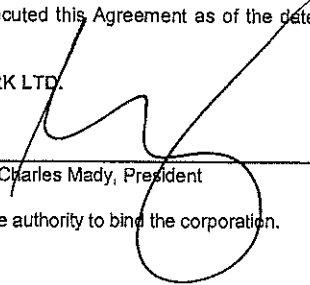
5.14 Joint and Several: If two or more Persons have executed this Agreement as Assignor, all covenants and obligations of such Persons hereunder shall be joint and several covenants and obligations.

5.15 Receipt of Copy: The Assignor acknowledges receipt of a copy of this Agreement.

5.16 Counterparts: This Agreement may be executed in counterparts and all counterparts so executed will constitute one Agreement binding on the undersigned effective on execution by all of them.

IN WITNESS WHEREOF the undersigned has/have executed this Agreement as of the date first above written.

144 PARK LTD.

Per: 
Charles Mady, President

I have the authority to bind the corporation.

SCHEDULE "A"

LEGAL DESCRIPTION:

Firstly:

Lots 1, 2, 3 and Lots 4, 5, and 6 on Plan 186, save and except Parts 1 and 2 on Plan 58R-10656, being Parts 1 and 3 on Plan 58R17045; subject to an easement as in WR666363, City of Waterloo,

being all of PIN 22417-0131 (LT)

Secondly:

Part of Lots 217, 218, 219 and 267 on Plan 385, being Part 2 on Plan 58R17045; subject to an easement as in WR666363, City of Waterloo,

being all of PIN 22417-0132 (LT)

MUNICIPAL ADDRESS

142, 144 and 146 Park Street and 21 Allen Street West, Waterloo

**THIS IS EXHIBIT "O" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Standil

A Commissioner etc.

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GENERAL SECURITY AGREEMENT
(site specific)

THIS AGREEMENT made as of the *24* day of April, 2012

BY:

144 PARK LTD.
hereinafter called the "Debtor"

IN FAVOUR OF:

LAURENTIAN BANK OF CANADA
hereinafter called the "Secured Party"

IN CONSIDERATION of the Secured Party extending credit and making or agreeing to make one or more advances to the Debtor and for other good and valuable consideration, the Debtor covenants with the Secured Party as follows:

ARTICLE I - DEFINITIONS

1.01 **Definitions:** Capitalized terms used in this Agreement that are not defined in this Section have the respective meanings ascribed thereto in the Act and all other capitalized terms used in this Agreement have the respective meanings ascribed thereto in this Section:

- (a) "Act" means the *Personal Property Security Act* (Ontario);
- (b) "Buildings" means all structures, buildings and other improvements constructed, being constructed or to be constructed on the Lands;
- (c) "Collateral" means all Personal Property (including, without limitation, each Account, Chattel Paper, Document of Title, Equipment, Instrument, Intangible, Inventory, Money, Security and Goods) that is now or hereafter owned or acquired by or on behalf of the Debtor or in respect of which the Debtor now or hereafter has any rights (other than Consumer Goods) and which is now or hereafter may become located on, affixed or attached to, placed upon, situate in or on, or which may arise out of, from or in connection with the ownership, use or disposition of, the Lands, the Buildings, the undertaking and business presently or hereafter conducted thereon and/or any part thereof including, without limitation, all increases, additions, substitutions, repairs, renewals, replacements, Accessions, accretions and improvements to any such Personal Property and all Proceeds and other amounts derived directly or indirectly from any dealings with any such Personal Property and any cash collateral or defeasance collateral subsequently provided to the Secured Party in connection with the Indebtedness;
- (d) "Expenses" means all costs, fees and expenses (including legal fees and disbursements on a full indemnity basis) incurred by or on behalf of the Secured Party in connection with or arising out of or from any one or more of the following:
 - (i) any act done or taken by the Secured Party or any Receiver, or any proceeding instituted by the Secured Party, the Debtor or any other Person in connection with or in any way relating to any one or more of the Act, this Agreement or any part hereof; the preservation, protection, enforcement or realization of the Collateral or the Security Interest or both, the recovery of the Indebtedness and responding to enquiries regarding the scope of the Security Interest perfected by the registration of a Financing Statement under the Act;
 - (ii) the remuneration of the Receiver, if any; and,
 - (iii) all amounts incurred or paid by or on behalf of the Secured Party pursuant to Section 5.03 hereof;
- (e) "Event of Default" or "Events of Default" has the meaning ascribed in Section 4.01 hereunder;
- (f) "Indebtedness" means all present and future debts and liabilities due or to become due, absolute or contingent, direct or indirect, now existing or hereafter arising, owing by the Debtor to the Secured Party, whether pursuant to or under the Letter of Commitment, the Loan Documents or otherwise and includes any extensions, renewals or replacements thereof and includes the Expenses;

- (g) "Lands" means the lands and premises described on Schedule "A" annexed hereto;
- (h) "Letter of Commitment" means that certain commitment letter dated March 7, 2012, issued by the Secured Party in favour of 144 Park Ltd., as same may be amended from time to time;
- (i) "Loan Documents" means all agreements, instruments and other documents made or assigned by the Debtor in favour of the Secured Party in connection with the loan transaction contemplated in the Letter of Commitment, as same may be amended, supplemented or replaced from time to time;
- (j) "Person" includes an individual, sole proprietorship, partnership, joint venture, syndicate, association, trust, body corporate, a natural person in his capacity as trustee, personal representative or other legal representative, the Crown or any agency or instrumentality thereof, and/or any other entity recognized by law;
- (k) "Receiver" means a receiver or a receiver and manager or any other Person (including the Secured Party) appointed by the Secured Party or by any court of competent jurisdiction for all or any part of the assets of the Debtor or for all or any part of the Collateral, and includes the agents, servants and employees of such Receiver; and,
- (l) "Security Interest" means the assignment, transfer, mortgage, charge and security interest provided for in Section 2.01 hereof and "security interest" has the meaning ascribed thereto in the Act.

ARTICLE II - GRANT OF SECURITY INTEREST AND ATTACHMENT

2.01 Security interest: As continuing security for the payment of the Indebtedness and the performance, fulfilment and satisfaction of all covenants, obligations and conditions on the part of the Debtor set out herein, in the Letter of Commitment and in the Loan Documents, the Debtor:

- (a) assigns, transfers, mortgages and charges to and in favour of the Secured Party all of the Debtor's rights, title and interest in and to the Collateral; and,
- (b) grants to and in favour of the Secured Party a security interest in the Collateral;

as and by way of a fixed charge.

2.02 Exclusion of Last Day of Leasehold interest from Security interest: The Security Interest referred to in Section 2.01 hereof shall not extend to or apply to the last day of the term of any lease or agreement therefor that is now or may hereafter be held by the Debtor; provided, however, if the Security Interest becomes enforceable, the Debtor shall thereafter stand possessed of the last day of each such lease or agreement therefor and shall hold the same in trust for, and shall, upon receipt of a written request to that effect from the Secured Party assign the same to, any Person who acquires the term of any such lease or any agreement therefor in the course of any enforcement of the Security Interest or in the course of any realization upon the Collateral or any part thereof.

2.03 Attachment: The Debtor and Secured Party confirm that they have not postponed or agreed to postpone the time for attachment of the Security Interest and that the Debtor has received Value.

2.04 Amalgamation: The Debtor acknowledges and agrees that in the event that it amalgamates with any other company or companies it is the intention of the parties hereto that the term Debtor when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

- (a) shall extend to the Collateral owned by each of the amalgamated companies and the amalgamated company at the time of amalgamation and to all Collateral thereafter owned or acquired by the amalgamated company; and,
- (b) shall secure the Indebtedness of each of the amalgamating companies and the amalgamated company to the Lender at the time of amalgamation and any Indebtedness of the amalgamated company thereafter arising.

And for greater particularity, the Security Interest shall attach to the Collateral owned by each company amalgamating with the Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any Collateral thereafter owned or acquired.

ARTICLE III - REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 Representations and Warranties: The Debtor represents and warrants to the Secured Party, and so long as any of the Indebtedness remains outstanding shall be deemed to continuously represent and warrant to the Secured Party, as follows:

- (a) the Collateral is owned by the Debtor with good and marketable title hereto, free and clear of any assignments, executions, mortgages, charges, hypothecations, pledges, security interests, liens, demands, adverse claims and any other encumbrances whatsoever;
- (b) the Debtor has the full power, capacity and authority to execute and deliver this Agreement and to observe and perform all of the Debtor's obligations thereunder;
- (c) if the Debtor is a corporation or a partnership, the Debtor is duly constituted, validly existing and in good standing under the laws of its governing jurisdiction; and,
- (d) the name of the Debtor as set out on the first page of this Agreement is the full and correct legal name of the Debtor.

3.02 Covenants: The Debtor covenants and agrees with the Secured Party, and so long as any of the Indebtedness remains outstanding shall be deemed to continuously covenant and agree with the Secured Party, as follows:

- (a) if applicable, the Debtor will at all times maintain its existence as a corporation or a partnership, as the case may be;
- (b) the Debtor will diligently maintain and operate the Collateral and shall conduct its operations in a reasonable and prudent manner so as to maintain, preserve and protect the Collateral;
- (c) the Debtor will pay all taxes, rates, levies, government fees and dues levied, assessed or imposed in respect of the Collateral or any part thereof, as and when the same become due and payable, and shall forthwith upon request by the Secured Party deliver such evidence as may satisfy the Secured Party that such taxes, rates, levies, fees and dues have been paid;
- (d) the Debtor will at all times repair and keep in good order and condition any part or parts of the Collateral that constitutes tangible personal property, and renew and replace all and any of the same which may become unrepairable or destroyed;
- (e) the Debtor will insure, at its own expense, on a replacement cost basis, all items of Collateral for which insurance coverage is purchasable, at all times during which any Indebtedness exists, with insurers and pursuant to policies approved by the Secured Party, for such risks and perils as a reasonable owner of similar Collateral would consider prudent and for such other insurable risks and perils as the Secured Party may from time to time consider advisable or desirable and in respect of which insurance coverage may be available. All cancellation clauses in such policies are to provide for at least thirty (30) days' prior notice of such cancellation to the Secured Party;
- (f) the Debtor will deliver to the Secured Party original or certified true copies of all policies of insurance required to be maintained by the Debtor pursuant hereto and the Debtor will, at least thirty (30) days prior to the expiry of any such insurance policy, deliver to the Secured Party a renewal receipt, binder or new policy replacing such expiring insurance policy, or otherwise satisfy the Secured Party that such insurance has been renewed;
- (g) the Debtor will cause all proceeds payable under all policies of insurance required to be maintained by the Debtor hereunder to be made payable to the Secured Party, as its interest may appear, and will otherwise deal with such policies in such manner so as to enable all proceeds payable thereunder to be collected by the Secured Party from the insurer. The Secured Party may elect to have such insurance money applied in the reinstatement of the relevant Collateral or towards repayment of the Indebtedness whether then due or not;
- (h) save and except as provided for in the Commitment, the Debtor will not create, grant, assume or otherwise permit to exist any assignment, execution, mortgage, charge, hypothec, pledge, lien, security interest or other encumbrance upon the Collateral or any part thereof or the Debtor's interest therein that ranks or is capable of being enforced in priority to, or *pari passu* with, or subsequent to, the Security Interest;
- (i) the Debtor will from time to time at the request of the Secured Party and at the expense of the Debtor, make and do all such acts and things and execute and deliver all such instruments, security agreements and other writings and assurances as may be necessary or desirable or recommended by counsel to the Secured Party with respect to this Agreement or the Collateral or in order to perfect, keep perfected, maintain and preserve the Security Interest;
- (j) the Debtor will pay or reimburse the Secured Party upon demand for all Expenses together with interest thereon from the date of payment by the Secured Party until paid in full to the Secured Party by the Debtor at the highest rate of interest payable under the Loan Documents, calculated and compounded monthly before and after demand,

- maturity, default and judgment, together with interest on overdue interest at the same rate;
- (k) the Debtor will not transfer, convey, sell, sublease, assign, otherwise alienate the Collateral or any part thereof;
 - (l) the Debtor will not change the location of the Collateral or any part thereof;
 - (m) the Debtor will not amalgamate, continue, restructure or dissolve;
 - (n) the Debtor will not permit or suffer by operation of law any change in control or beneficial ownership of the Debtor;
 - (o) the Debtor will not, except upon thirty (30) days prior written notice to the Secured Party:
 - (i) change its legal name; and/or,
 - (ii) change its registered head office;
 - (p) in the event of any change of the Debtor's name or in the location of the Collateral, the Debtor will pay to the Secured Party forthwith all legal and other costs associated with amending all registrations related to the Loan Documents and of providing any other assurances to the Secured Party as may be reasonably required in the circumstances; and,
 - (q) the Debtor will provide to the Secured Party all information reasonably requested by the Secured Party with respect to the Collateral and the operation of the Lands including, but not limited to, copies of all leases and rent rolls, and the Debtor will allow the Secured Party access to the Lands and the Buildings and its financial and computer records with respect to such information.

ARTICLE IV - EVENTS OF DEFAULT AND REMEDIES

4.01 **Events of Default:** The Debtor shall be in default hereunder upon the occurrence of any one or more of the following events (which shall collectively be called "Events of Default" and individually an "Event of Default"):

- (a) if the Debtor is in default under or pursuant to, or otherwise fails to perform, fulfill or satisfy any covenant, obligation or condition set out in, or upon the occurrence of an event described as an "Event of Default" or a "Default" in, this Agreement, the Letter of Commitment or any of the Loan Documents; and,
- (b) if the Debtor or any guarantor or covenantor of the indebtedness or any part thereof dies or commits an act of bankruptcy or becomes insolvent or has a Receiver appointed for it or over any of its assets, or if any creditor takes possession of any of its assets, or if any execution, distress or other like process is levied or enforced upon the Collateral or any part thereof, or if any compromise or arrangement with creditors is made by any of them.

4.02 **Remedies Upon Default:** Upon the occurrence of an Event of Default the full amount of the indebtedness shall, at the option of the Secured Party, become due and payable whereupon the Security Interest shall immediately be enforceable by the Secured Party, and the Secured Party shall have, in addition to all other rights, powers and remedies available at law and in equity, the following rights, powers and remedies:

- (a) the Secured Party may immediately sue for the indebtedness;
- (b) the Secured Party may appoint and reappoint by instrument in writing, or institute proceedings in any court of competent jurisdiction for the appointment or reappointment of, any Person (including the Secured Party) to be a Receiver of all or any part of the Collateral. The Secured Party may remove or replace the Receiver from time to time, and appoint another Receiver in his stead or make application to a court of competent jurisdiction to do so. Subject to the provisions of the instrument or court order appointing the Receiver, the Receiver so appointed or replaced shall have, possess and may exercise all or any part of the rights, powers and remedies of the Secured Party (whether conferred upon the Secured Party by this Agreement or otherwise). For greater certainty, where the Secured Party is referred to in this Agreement, the term shall, where the context permits, include the Receiver so appointed or replaced and the officers, employees, servants or agents of the Secured Party and the Receiver;
- (c) the Secured Party may, without notice, take such steps as it considers necessary or desirable to obtain possession of all or any part of the Collateral by any method permitted by law, and to that end the Debtor agrees:

- (i) to deliver possession of the Collateral to the Secured Party forthwith upon its receipt of a written or verbal demand therefor, at such place or places specified by the demand; and,
 - (ii) that the Secured Party may, at any time during the day or night, by any lawful means, enter upon the Lands and Buildings and upon any other premises where any of the Collateral may be found for the purpose of rendering unusable any part of the Collateral which constitutes equipment or for the purpose of taking possession of and removing the Collateral or any part thereof or both;
- (d) subject to the Act, the Secured Party may without notice, advertisement, demand for payment or any other formality (all of which are hereby waived) do any act or thing to preserve the Collateral or its value, or seize, collect, realize upon, lease, dispose of, release to third parties, sell by public or private sale or any other mode of disposition as the Secured Party may consider advisable or otherwise deal with the Collateral or any part thereof in such manner, for such consideration, upon such terms and conditions and at such time or times as may, in the absolute discretion of the Secured Party, seem to it necessary or advisable;
 - (e) subject to the Act, the Secured Party may without notice, retain the Collateral or any part thereof and postpone the sale or any other disposition or dealing with the Collateral or any part thereof for such period as may, in the absolute discretion of the Secured Party, seem to it necessary or advisable;
 - (f) subject to the Act, the Secured Party may without notice, elect to retain all or any part of the Collateral in satisfaction of the Indebtedness or any part thereof;
 - (g) subject to the Act, the Secured Party may purchase all or any part of the Collateral at any public or private sale, auction, tender or by way of any other mode of disposition;
 - (h) the Secured Party may borrow money on the security of the Collateral and create security interests in the Collateral, whether or not in priority to the Security Interest, which, in the absolute discretion of the Secured Party, may impair the Debtor's right to redeem the Collateral;
 - (i) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor and may enter upon, occupy and use all or any of the Buildings and buildings occupied or used by the Debtor, or in which the Collateral or any part thereof is situate for such time as the Secured Party sees fit, free of charge, to the exclusion of the Debtor; and,
 - (j) the Secured Party may pay any indebtedness of the Debtor, post any security or otherwise deal with any other creditors of the Debtor in order to obtain the discharge of any mortgage, charge, hypothecation, pledge, security interest, lien, claim or other encumbrance that may exist against the Collateral or any part thereof.

4.03 Receiver as Agent: The Receiver shall be the agent of the Debtor for all purposes except possession of the Collateral only, which possession shall be on behalf of and as agent of the Secured Party and not the Debtor.

4.04 Risk of Loss: Where all or any part of the Collateral is in the possession of the Secured Party or the Receiver the risk of loss or damage, whether caused by the negligence of the Secured Party, the Receiver or otherwise, shall be the sole responsibility and obligation of the Debtor.

ARTICLE V - GENERAL CONTRACT PROVISIONS

5.01 Secured Party Not Liable: Neither the Secured Party nor the Receiver shall be bound to do any one or more of the following:

- (a) give any notice;
- (b) make or do any repair, processing or preparation for disposition of the Collateral (whether commercially reasonable or not);
- (c) use reasonable care in the custody or preservation of any of the Collateral in its possession;
- (d) keep the Collateral identifiable;
- (e) proceed in a commercially reasonable manner in the collection from debtors of the Debtor;
- (f) exercise any rights, powers and remedies whatsoever including, without limitation, seize, collect, realize upon, lease, sell or otherwise dispose of, borrow money on the security of, release to third parties, obtain possession of, obtain payment for, maintain or preserve or protect, the Collateral or any part thereof or its value; and

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- (g) institute proceedings for the purpose of seizing, collecting, realizing upon, disposing of or obtaining possession of or payment for, the Collateral or any part thereof or for the purpose of preserving any rights of the Secured Party, the Debtor or any other Person in respect of same;

nor shall the Secured Party or the Receiver be liable or accountable for doing or for failing to do any one or more of the foregoing. Notwithstanding Section 4.03 hereof, the Debtor shall be liable for all actions, causes of action, proceedings, debts, demands, claims, losses, damages and other liabilities incurred or suffered by the Debtor, the Secured Party or the Receiver by reason of or on account of any act or failure to act of the Receiver.

5.02 **Application of Funds:** All amounts realized from the Collateral upon the enforcement of the Security Interest shall be applied by the Secured Party or the Receiver firstly, to the payment of Expenses, secondly, to the payment of such part of the Indebtedness as constitutes interest, and thirdly, to the payment of the balance of the Indebtedness; and any deficiency shall be and remain payable by the Debtor to the Secured Party. If any surplus remains after the payments itemized herein, such surplus shall be applied in the manner provided for in the Act. Notwithstanding the foregoing, the Secured Party reserves the right to interplead or make any appropriate application pursuant to the *Trustee Act* (Ontario).

5.03 **Performance by Secured Party:** If the Debtor fails to perform, fulfill or satisfy any covenant, obligation or condition herein set out including, without limitation, the payment of money, the Secured Party may, in its absolute discretion, but without being bound to do so, perform any such covenant, obligation or condition capable of being performed by the Secured Party. No such performance or payment shall relieve the Debtor from any default under this Agreement or any consequence of such default.

5.04 **Rights, Powers and Remedies:** Each right, power and remedy of the Secured Party provided for in this Agreement or available at law or in equity may be exercised separately from or in combination with, and is in addition to and not in substitution for, any other right, power and remedy of the Secured Party however created. Without limiting the generality of the foregoing, the taking of judgment or judgments by the Secured Party shall not operate as a merger or affect the right of the Secured Party to interest as provided herein.

5.05 **Waiver:** No consent or waiver, express or implied, by the Secured Party to or of any breach or default by the Debtor in the performance of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default in the performance of the Debtor's obligations hereunder. Failure on the part of the Secured Party to complain of any act or failure to act of the Debtor or to declare the Debtor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Secured Party of its rights hereunder.

5.06 **Dealings with Persons:** The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Collateral, the Debtor, debtors of the Debtor, guarantors, sureties and others, as the Secured Party may see fit, without prejudice to the Secured Party's rights, powers and remedies whatsoever.

5.07 **Notices:** Any notice or demand which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally or by facsimile upon the party for whom it is intended, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, in the case of the Debtor, addressed to it at any address for service provided by the Debtor to the Secured Party under any of the Loan Documents and in the case of the Secured Party, addressed to it at the address set out in the Letter of Commitment. The date of receipt of such notice or demand, if served personally or by facsimile, shall be deemed to be the date of the delivery thereof, or if mailed as aforesaid, the fourth business day following the date of mailing. For the purposes hereof, personal service on the Debtor shall be effectively given by delivery to any officer, director or employee of the Debtor. The Secured Party or the Debtor may, from time to time, change its address or stipulate another address from the address described in this Agreement by giving notice in the manner provided in this Section and in respect of the Debtor provided that it has complied with the terms of Subsection 3.02 (o) hereof.

5.08 **Successors and Assigns:** This Agreement and each of the covenants, warranties and representations herein set out shall enure to the benefit of the Secured Party and the Secured Party's successors and assigns and shall be binding upon the Debtor and the Debtor's heirs, personal representatives, successors and assigns. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation, any trustee in bankruptcy and, where any party is a partnership, any new partnership resulting from the admission of new partners or any other change in the composition of such partnership, including, without limiting the generality of the foregoing, the death or resignation of any or all of the partners.

5.09 **Survival:** All covenants, undertakings, agreements, representations and warranties made by the Debtor in this Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Indebtedness is paid in full. All representations and warranties made by the Debtor herein shall be deemed to have been relied upon by the Secured Party.

5.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the Debtor and the Secured Party relating to the Security Interest and may not be amended in any manner except by written instrument signed by both of them.

5.11 **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the laws of the courts of this Province sitting at Toronto, Ontario.

5.12 **Legislation References:** Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re enacted from time to time or as a reference to any successor thereto.

5.13 **Time of the Essence:** Time is and shall continue to be of the essence of this Agreement.

5.14 **Headings:** The insertion of headings in this Agreement is for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

5.15 **Number and Gender:** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders.

5.16 **Joint and Several:** If two or more Persons have executed this Agreement as Debtor, all covenants and obligations of such Persons hereunder shall be joint and several covenants and obligations.

5.17 **Acknowledgement:** The Debtor acknowledges receipt of a duplicate executed copy of this Agreement.

5.18 **Counterparts:** This Agreement may be executed in counterparts and all counterparts so executed will constitute one Agreement binding on the undersigned effective on execution by all of them.

IN WITNESS WHEREOF the undersigned has/have executed this Agreement as of the date first above written.

144 PARK LTD.

Per: _____

Charles Mady, President

I have the authority to bind the corporation.

SCHEDULE "A"LEGAL DESCRIPTION:

- Firstly:** Lots 1, 2, 3 and Lots 4, 5, and 6 on Plan 186, save and except Parts 1 and 2 on Plan 58R-10656, being Parts 1 and 3 on Plan 58R17045; subject to an easement as in WR666363, City of Waterloo,
being all of PIN 22417-0131 (LT)
- Secondly:** Part of Lots 217, 218, 219 and 267 on Plan 385, being Part 2 on Plan 58R17045; subject to an easement as in WR666363, City of Waterloo,
being all of PIN 22417-0132 (LT)

MUNICIPAL ADDRESS

142, 144 and 146 Park Street and 21 Allen Street West, Waterloo

**THIS IS EXHIBIT "P" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

R. Standil

A Commissioner etc.

Properties

PIN 22417 - 0131 LT
Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

PIN 22417 - 0132 LT
Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
WR639369	2011 09 01	Charge/Mortgage

Party From(s)

Name ALLEN STREET HOLDINGS INC.
Address for Service 217 Corrie Crescent
 Waterloo, Ontario N2L 5W3

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

Party To(s)*Capacity**Share*

Name LAURENTIAN BANK OF CANADA
Address for Service 130 Adelaide Street West, Suite 300
 Toronto, Ontario M5H 3P5

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number WR690395 registered on 2012/05/25

Schedule: See Schedules

Signed By

Cheryl Elizabeth Cochrane 480 University Ave, # 1600 acting for Party Signed 2012 05 25
 Toronto From(s)
 M5G 1V2

Tel 4165979922

Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Cheryl Elizabeth Cochrane 480 University Ave, # 1600 acting for Party To Signed 2012 05 25
 Toronto (s)
 M5G 1V2

Tel 4165979922

Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2012 05 25
 Toronto
 M5G 1V2

Tel 4165979922

Fax 4165973370

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

175

File Number

Party To Client File Number : GSNH120110

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SCHEDULE "A"
POSTPONEMENT OF CHARGE

ALLEN STREET HOLDINGS INC. (the "Postponing Chargee") the registered owner of Instrument WR639369 registered on September 1, 2011 (the "Postponing Chargee's Charge") mortgaging the lands described in the Properties box on page 1 hereof, hereby postpones the said Postponing Chargee's Charge and all monies secured thereunder from time to time, and all rents secured thereunder to Instrument No. WR690395 (the "Charge"), being a Charge made by 144 Park Ltd. in favour of Laurentian Bank of Canada (the "Chargee") and all monies advanced or to be advanced from time to time pursuant to the Charge and all interest accruing thereon and to Instrument No. WR690396, being a Notice of Assignment of Rents - General made by 144 Park Ltd. in favour of the Chargee and all rents secured pursuant to the said Assignment of Rents.

The Postponing Chargee hereby further agrees to:

- a) unconditionally consent in writing to registration of a Condominium Plan with respect to the lands subject of the Chargee's Charge (the "Lands"); and
- b) provide partial discharges of the Postponing Chargee's charge/debenture, for the purpose of sale of units or lots with respect to any Plan of Subdivision or Condominium Plan of the Lands, regardless of the state of account and status of the Postponing Chargee's charge/debenture, and without any payments to be made to the Postponing Chargee with respect to such discharges on account of the Postponing Chargee's charge/debenture or otherwise; and
- c) irrevocably authorize and direct and hereby irrevocably authorizes and directs all Net Proceeds (as hereafter defined) from sale of units or lots with respect to any Plan of Subdivision or Condominium Plan of the Lands to be paid to the Chargee on account of the indebtedness secured under the Chargee's charge, regardless of the amount of the sale prices and net proceeds of such sales; Net Proceeds shall mean all gross proceeds of each sale less any reasonable real estate commissions and legal costs of completion of any sale and less any HST payable by the chargor with respect to such sale.

Properties

PIN 22417 - 0131 LT
Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

PIN 22417 - 0132 LT
Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
Address WATERLOO

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
WR639368	2011 09 01	Charge/Mortgage

Party From(s)

Name AVIVA INSURANCE COMPANY OF CANADA
Address for Service 2206 Eglinton Avenue East
Toronto, Ontario M1L 4S8

I, Brian Argue, Senior Manager, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

Name LAURENTIAN BANK OF CANADA
Address for Service 130 Adelaide Street West, Suite 300
Toronto, Ontario M5H 3P5

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number WR690395 registered on 2012/05/25

Schedule: AVIVA INSURANCE COMPANY OF CANADA (the Postponing Chargee) the registered owner of instrument WR639368 registered on September 1, 2011 (the Postponing Chargees Charge) mortgaging the lands described in the Properties box on page 1 hereof, hereby postpones the said Postponing Chargees Charge and all monies secured thereunder from time to time, and all rents secured thereunder to Instrument No. WR690395 (the Charge), being a Charge made by 144 Park Ltd. in favour of Laurentian Bank of Canada (the Chargee) and all monies advanced or to be advanced from time to time pursuant to the Charge and all interest accruing thereon and to Instrument No. WR690396, being a Notice of Assignment of Rents - General made by 144 Park Ltd. in favour of the Chargee and all rents secured pursuant to the said Assignment of Rents.

Signed By

Cheryl Elizabeth Cochrane 480 University Ave, # 1600 acting for Party Signed 2012 05 25
Toronto From(s)
M5G 1V2

Tel 4165979922
Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Cheryl Elizabeth Cochrane 480 University Ave, # 1600 acting for Party To Signed 2012 05 25
Toronto (s)
M5G 1V2

Tel 4165979922
Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2012 05 25
Toronto
M5G 1V2

Submitted By

Tel 4165979922
Fax 4165973370

1/3

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Party To Client File Number : GSNH120110

Properties

PIN 22417 - 0131 LT
 Description LOTS 1,2,3 & LOTS 4,5,6 PLAN 186 SAVE & EXCEPT PTS 1 & 2 58R10656 & PTS 1 & 3 58R17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
 Address WATERLOO

PIN 22417 - 0132 LT
 Description PT LTS 217, 218, 219 & 267 PL 385 BEING PT 2 ON 58R-17045; SUBJECT TO AN EASEMENT AS IN WR666363; CITY OF WATERLOO
 Address WATERLOO

Source Instruments

Registration No.	Date	Type of Instrument
WR660381	2011 12 13	Charge/Mortgage

Party From(s)

Name MARSHALLZEHR GROUP INC.
 Address for Service 465 Phillip Street, Suite 206
 Waterloo, Ontario N2L 6C7

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

Party To(s)

Capacity

Share

Name LAURENTIAN BANK OF CANADA
 Address for Service 130 Adelaide Street West, Suite 300
 Toronto, Ontario M5H 3P5

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number WR690395 registered on 2012/05/25

Schedule: MARSHALLZEHR GROUP INC. (the Postponing Chargee) the registered owner of Instrument WR660381 registered on December 13, 2011 (the Postponing Chargees Charge) mortgaging the lands described in the Properties box on page 1 hereof, hereby postpones the said Postponing Chargees Charge and all monies secured thereunder from time to time, and all rents secured thereunder to Instrument No. WR690395 (the Charge), being a Charge made by 144 Park Ltd. in favour of Laurentian Bank of Canada (the Chargee) and all monies advanced or to be advanced from time to time pursuant to the Charge and all interest accruing thereon and to Instrument No. WR690396, being a Notice of Assignment of Rents - General made by 144 Park Ltd. in favour of the Chargee and all rents secured pursuant to the said Assignment of Rents.

Signed By

Cheryl Elizabeth Cochrane 480 University Ave, # 1600 acting for Party Signed 2012 05 25
 Toronto From(s)
 M5G 1V2

Tel 4165979922
 Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Cheryl Elizabeth Cochrane 480 University Ave, # 1600 acting for Party To Signed 2012 05 25
 Toronto (s)
 M5G 1V2

Tel 4165979922
 Fax 4165973370

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600
 Toronto
 M5G 1V2

2012 05 25

Submitted By

Tel 4165979922
Fax 4165973370

100

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Party To Client File Number : GSNH120110

**THIS IS EXHIBIT "Q" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**

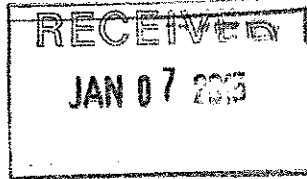
E. Harold

A Commissioner etc.



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January 7, 2015



Via Courier AND Registered Mail

144 Park Ltd.
8791 Woodbine Avenue
Suite 100
Markham, ON L3R 0P4

Attention: Charles Mady

Dear Sir:

Re: Indebtedness of 144 Park Ltd. (the "Company") to Laurentian Bank of Canada (the "Bank")

We refer to the credit facilities made available by the Bank to the Company pursuant to the offer of financing dated March 7, 2012, as amended (the "**Offer of Financing**") and listed in the attached Schedule "A" (the "**Credit Facilities**") and to your indebtedness to the Bank in the amount of CDN\$39,022,634.38 with respect to such Credit Facilities as at January 6, 2015 (the "**Indebtedness**"). The Company is in default of its obligations to the Bank under the Credit Facilities and the Indebtedness thereunder is immediately due and payable.

We hereby demand payment from you of the said sum of CDN\$39,022,634.38 in respect of the Indebtedness together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank's Prime Rate. As at today's date, interest is accruing in the amount of \$5,147.97 per day.

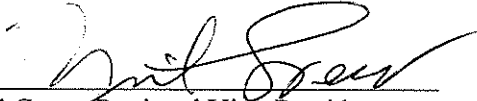
We confirm that, in accordance with the terms of the Offer of Financing, the Bank's obligation to make further credit or other accommodations available to the Company under the Credit Facilities is hereby terminated and no further credit is available to the Company thereunder.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a consent thereto. If you consent to the Bank enforcing its right and remedies without further delay, please date and execute one copy of the consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by facsimile forthwith.


130 Adelaide Street West
Suite 300
Toronto Ontario M5H 3P5

In the event that you fail to pay the sum indicated, the Bank shall pursue its remedies against you.

Yours truly,
Laurentian Bank of Canada



Neil Greer, Regional Vice-President



Jeff Weller, Regional Vice-President

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**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

To: 144 Park Ltd. (the “Company”)

Take notice that:

1. Laurentian Bank of Canada, a secured creditor, intends to enforce its security on the property of the Company described below:

(a) All property, assets and undertaking of the Company, now owned or hereafter acquired, wheresoever located, including but not limited to the real properties municipally known as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario (collectively, the “Property”).

2. The security that is to be enforced is in the form of:

(a) Charge/Mortgage in the principal amount of CDN\$40,000,000.00 registered on title to the Property on May 25, 2012;

(b) General Assignment of Rents dated April 24, 2012 and registered on title to the Property on May 25, 2012;

(c) Assignment of Insurance dated April 24, 2012;

(d) Assignment of Material Contracts dated April 24, 2012;

(e) Assignment of Sale Agreements dated April 24, 2012;

(f) General Security Agreement dated April 24, 2012;

(g) Notice and Direction to Tenants;

(h) Environmental Warranty and Indemnity;

(i) Deficiency and Completion Agreement;

(j) Assignment and Postponement of Shareholder’s Rights dated April 24, 2012; and

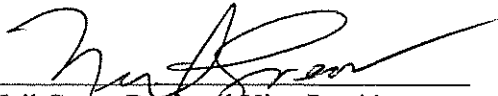
(k) Beneficial Owners Agreement dated April 24, 2012.

3. The total amount of the indebtedness secured by the security is \$39,022,634.38 as of January 6, 2015 (the “Indebtedness”), plus interest accruing thereafter and costs incurred by or charged to the Bank. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Prime Rate. Currently, interest is accruing at the rate of \$5,147.97 per day.

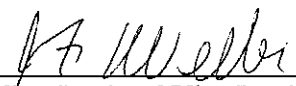
4. The secured creditor will not have the right to enforce the security until the expiry of the 10-day period after this notice is sent, unless the Company consents to an earlier enforcement.

Dated at Toronto this 7th day of January, 2015.

LAURENTIAN BANK OF CANADA



Neil Greer, Regional Vice-President



Jeff Weller, Regional Vice-President

CONSENT

TO: LAURENTIAN BANK OF CANADA (the "Bank")

FROM: 144 PARK LTD. (the "Company")

The Company acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Company hereby consents to the immediate enforcement by the Bank of the security held it from the Company, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Company.

DATED at _____ this _____ day of January, 2015.

144 Park Ltd.

Per: _____ c/s

Name:

Title:

I have the authority to bind the Corporation.

SCHEDULE "A"

**Indebtedness of 144 Park Ltd.
to Laurentian Bank of Canada
as at January 6, 2015**

Facility	Principal Balance	Accrued Interest and Charges	Total	Per Diem
Non-Revolving Loan ¹	\$34,938,796.00	\$426,264.00	\$35,365,060.00	\$4,599.30
Letters of Credit Facility	\$260,295.28	\$4,700.59	\$264,995.87	\$0.00
Operating Line of Credit ¹	\$250,000.00	\$162.67	\$250,162.67	\$32.53
Bridge Loan ²	\$3,093,228.34	\$49,187.50	\$3,142,415.84	\$516.14
TOTAL	\$38,542,319.62	\$480,314.76	<u>\$39,022,634.38</u>	\$5,147.97

E. & O. E.

¹ Interest accrues at the Bank's Prime Rate plus 1.75% per annum. As at January 6, 2015, the Bank's Prime Rate is 3%.

² Interest accrues at the Bank's Prime Rate plus 3% per annum.

THIS IS EXHIBIT "R" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015

R. Standl

A Commissioner etc.

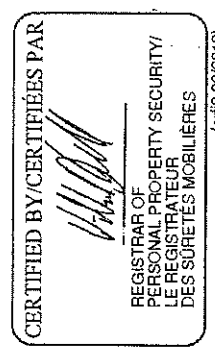
THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 144 PARK LTD.
FILE CURRENCY : 11JAN 2015

ENQUIRY NUMBER 20150112092820.85 CONTAINS 15 PAGE(S), 6 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

CHAITONS LLP - LYNN LEE
5000 YONGE STREET, 10TH FLOOR,
TORONTO ON M2N 7E9



CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 012
RUN DATE : 2015/01/12
ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 144 PARK LTD.
FILE CURRENCY : 11JAN 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

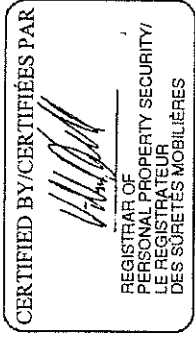
00 FILE NUMBER : 701296704
01 CAUTION PAGE : 001 TOTAL PAGES : 001
FILING NO. OF PAGES : 001
MOTOR VEHICLE REGISTRATION NUMBER : 20141105 0910 1862 4386
SCHEDULE UNDER PERIOD : P PPSA 5

02 DEBTOR NAME : 144 PARK LTD.
03 BUSINESS NAME : 144 PARK LTD.
04 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM
INITIAL SURNAME :
05 DEBTOR NAME :
06 BUSINESS NAME :
07 ADDRESS : MARSHALLZEHR GROUP INC.
INITIAL SURNAME :
08 DEBTOR NAME :
09 BUSINESS NAME :
10 ADDRESS : 465 PHILLIP STREET, SUITE 206 WATERLOO
INITIAL SURNAME :
ONTARIO CORPORATION NO. : L3R 0P4
ONTARIO CORPORATION NO. :
ONTARIO CORPORATION NO. :

11 COLLATERAL CLASSIFICATION :
12 CONSUMER :
13 GOODS :
14 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
15 DATE OF MATURITY OR MATURITY DATE :
NO. FIXED :
YEAR MAKE :
MODEL :
V.T.N. :

16 REGISTERING AGENT : SORBARA, SCHUMACHER, MCCANN LLP
17 ADDRESS : 31 UNION STREET EAST WATERLOO
ON N2J 1B8

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***
CONTINUED . . . 3



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 012
RUN DATE : 2015/01/12
ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 144 PARK LTD.
FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 701296713
01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
PILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
001 001 20141105 0910 1862 4387 P PPSA 5

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME 144 PARK LTD. 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ON L3R 0P4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME 465 PHILLIP STREET, SUITE 206 WATERLOO ON N2L 6C7

08 SECURED PARTY / DEBEN CLAIMANT MARSHALLZEHR GROUP INC.
09 ADDRESS 465 PHILLIP STREET, SUITE 206 WATERLOO ON N2L 6C7

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OF MATURITY DATE
X X X X X X

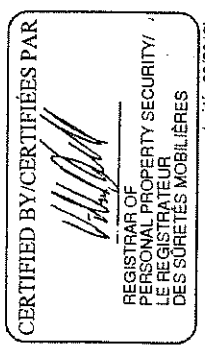
11 MOTOR YEAR MAKE MOBEL V.I.N.
12 VEHICLE

13 GENERAL GENERAL ASSIGNMENT OF RENTS COVERING THE PROPERTY MUNICIPALLY KNOWN
14 COLLATERAL AS 21 ALLEN STREET AND 142, 144 AND 148 PARK STREET, WATERLOO,
15 DESCRIPTION ONTARIO

16 REGISTERING SORBARA, SCHUMACHER, MCCANN LLP
17 AGENT ADDRESS 31 UNION STREET EAST WATERLOO ON N2J 1B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 682643709
 CAUTION FILING : 01
 TOTAL PAGES : 006
 MOTOR VEHICLE REGISTRATION NUMBER : 20121102195015314707
 SCHEDULE : P
 REGISTERED UNDER PERIOD : PPSA 4

DEBTOR NAME : MARY DEVELOPMENT CORPORATION
 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM
 DATE OF BIRTH :
 FIRST GIVEN NAME : MARY
 INITIAL :
 SURNAME :
 ONTARIO CORPORATION NO : L3R 0P4

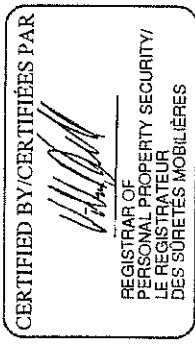
DEBTOR NAME : DAVID
 ADDRESS : 1380 POPE STREET WINDSOR
 DATE OF BIRTH : 03JUN1970
 FIRST GIVEN NAME : DAVID
 INITIAL : A
 SURNAME : MARY
 ONTARIO CORPORATION NO : N9J 3S9

SECURED PARTY / LIEN CLAIMANT : VM CREDIT CANADA INC.
 ADDRESS : 4B65 MARC-BLAIN ST., SUITE 300 ST. LAURENT QC H4R 3B2

COLLATERAL CLASSIFICATION : CONSUMER
 MOTOR VEHICLE AMOUNT : NO. FIXED
 INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED : X
 DATE OF MATURITY OR MATURITY DATE : 27OCT2015
 MODEL : A7 PREMIUM
 V.I.N. : WAU3GCF4DN016168

YEAR MAKE : 2013 AUDI
 MOTOR VEHICLES :
 GENERAL COLLATERAL DESCRIPTION :
 REGISTERING AGENT : CANADIAN SECURITIES REGISTRATION SYSTEMS
 ADDRESS : 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY ***
 CONTINUED... 5



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 012
 RUN DATE : 2015/01/12
 ID : 20150112092820.85

REPORT : PSSR060
 PAGE : 5
 (3940)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 682643709

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 02 006 20121102 1950 1531 4707

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME WINDSOR
 03 NAME BUSINESS NAME ADDRESS
 DAVID 1380 POPE STREET WINDSOR

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME WINDSOR
 05 NAME BUSINESS NAME ADDRESS
 MARY CONTRACT DIVISION LTD WINDSOR

06 SECURED PARTY / DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME MARKHAM
 LIEN CLAIMANT BUSINESS NAME ADDRESS
 MARY CONTRACT DIVISION LTD MARKHAM

07 COLLATERAL CLASSIFICATION MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
 10 MODEL Y-T-N.

11 MOTOR YEAR MAKE MODEL Y-T-N.
 12 VEHICLE

13 GENERAL
 14 COLLATERAL DESCRIPTION
 15

16 REGISTERING
 17 AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONT INDED . . .

CERTIFIED BY/CERTIFIÉS PAR
 REGISTRAR OF
 PERSONAL PROPERTY SECURITY/
 LE REGISTREUR
 DES SÛRETÉS MOBILIÈRES
 (cf/11s 09/2013)



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 682643709

01 CAUTION TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
 03 006 20121102 1950 1531 4707

02 DEBTOR : FIRST GIVEN NAME INITIAL SURNAME
 03 NAME : BUSINESS NAME : MARY CONTRACT DIVISION (2009) LTD MARKHAM
 04 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ONTARIO CORPORATION NO. L3R 0P4

05 DEBTOR : FIRST GIVEN NAME INITIAL SURNAME
 06 NAME : BUSINESS NAME : D. MARY INVESTMENTS INC.
 07 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ONTARIO CORPORATION NO. L3R 0P4

08 SECURED PARTY /
 LIEN CLAIMANT : ADDRESS :

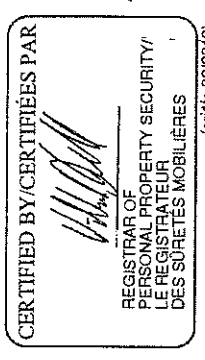
10 COLLATERAL CLASSIFICATION : CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 YEAR MAKE : MODEL : WEIGHT :
 12 MOTOR VEHICLE :

13 GENERAL :
 14 COLLATERAL :
 15 DESCRIPTION :

16 REGISTERING :
 17 AGENT : ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 7
 (3942)

RUN NUMBER : 012
 RUN DATE : 2015/01/12
 ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 682643709

01 CAUTION FILING NO. OF PAGES : 04
 TOTAL PAGES : 006
 MOTOR VEHICLE REGISTRATION NUMBER : 20121102 1950 1531 4707
 REGISTERED UNDER PERIOD :
 DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME : 1711509 ONTARIO INC
 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ONTARIO CORPORATION NO. : L3R 0P4


05 DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME : MILLIKEN CAPITAL & DEVELOPMENT GROUP
 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ONTARIO CORPORATION NO. : L3R 0P4

08 SECURED PARTY / LIEN CLAIMANT :
 ADDRESS :

10 COLLATERAL CLASSIFICATION :
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
 MOTOR VEHICLE AMOUNT :
 DATE OF MATURITY OR MATURITY DATE :
 YEAR MAKE :
 MODEL :

11 MOTOR VEHICLE :
 12 GENERAL COLLATERAL DESCRIPTION :
 13 REGISTERING AGENT :
 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED ...

CERTIFIED BY/CERTIFIÉES PAR

 REGISTRAR OF PERSONAL PROPERTY SECURITY /
 LE REGISTREUR DES SÛRETES MOBILIÈRES
 (c/ifs 06/2013)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 012
RUN DATE : 2015/01/12
ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 144 PARK LTD.
FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
682643709

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD
05 006 20121102 1950 1531 4707

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME JADE-KENNEDY DEVELOPMENT CORPORATION L3R 0P4
04 ADDRESS 8791 WOODBINE AVENUE, SUITE 100 MARKHAM

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME 144 PARK LTD L3R 0P4
07 ADDRESS 8791 WOODBINE AVENUE, SUITE 100 MARKHAM

08 SECURED PARTY / LIEN CLAIMANT ADDRESS

09 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MAJORITY DATE
10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED

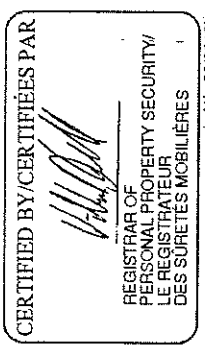
11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE

13 GENERAL
14 COLLATERAL
15 DESCRIPTION

16 REGISTERING AGENT ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

CONTINUED . . .



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 012
 RUN DATE : 2015/01/12
 ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 682643709

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES SCHEDULE 20121102 1950 1531 4707
 06 006

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 03 NAME BUSINESS NAME WATERCOLOURS OF HALIBURTON LTD
 04 ADDRESS 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ONTARIO CORPORATION NO. L3R 0P4

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 06 NAME BUSINESS NAME MARY COLLIER CENTRE LTD
 07 ADDRESS 8791 WOODBINE AVENUE, SUITE 100 MARKHAM ONTARIO CORPORATION NO. L3R 0P4

08 SECURED PARTY / LIEN GRANTEE
 09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

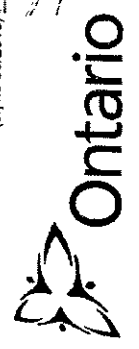
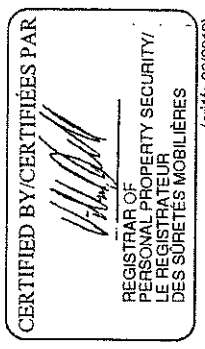
11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE

13 GENERAL COLLATERAL
 14 COLLATERAL DESCRIPTION
 15 DESCRIPTION

16 REGISTERING AGENT
 17 ADDRESS

*** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY ***

CONTINUED . . . 10



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 677320272

01 CAUTION PELLING PAGE NO. OF PAGES : 01 002
 MOTOR VEHICLE REGISTRATION NUMBER : 20120403 1947 1531 1308
 REGISTERED UNDER PERIOD : P PPSA 5

02 DEBTOR NAME : 144 PARK LTD.
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS : 8791 WOODBINE AVENUE, SUITE 100 MARKHAM
 ONTARIO CORPORATION NO. : L3R 0P4

05 DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 ONTARIO CORPORATION NO. :

08 SECURED PARTY / LIEN CLAIMANT : LAURENTIAN BANK OF CANADA
 ADDRESS : 130 ADELAIDE STREET WEST, SUITE 300 TORONTO ON M5H 3P5

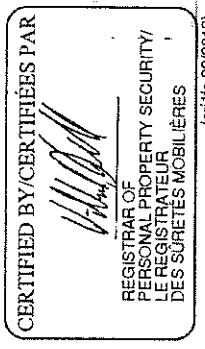
10 COLLATERAL CLASSIFICATION :
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER : X
 MOTOR VEHICLE INCLUDED : X
 AMOUNT :
 DATE OF MATURITY OR MATURITY DATE :
 NO. FIXED :

11 MOTOR YEAR MAKE :
 12 VEHICLE MODEL : V.I.N. :

13 GENERAL COLLATERAL DESCRIPTION :
 PROPERTY NOW OR HEREAFTER USED IN CONNECTION WITH, SITUATE AT, OR ARISING FROM THE OWNERSHIP, DEVELOPMENT, USE OR DISPOSITION OF THE LANDS MUNICIPALLY KNOWN AS 142, 144 AND 148 PARK STREET AND 21 ALLEN

16 REGISTERING AGENT : D+H LIMITED PARTNERSHIP
 ADDRESS : SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 11



TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER : 677320272

CAUTION FILING : 02
 TOTAL PAGES : 002
 MOTOR VEHICLE REGISTRATION NUMBER : 20120403 1947 1531 1308
 REGISTERED UNDER PERIOD :

DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 FIRST GIVEN NAME :
 INITIAL SURNAME :
 ONTARIO CORPORATION NO. :

DEBTOR NAME :
 DATE OF BIRTH :
 BUSINESS NAME :
 ADDRESS :
 FIRST GIVEN NAME :
 INITIAL SURNAME :
 ONTARIO CORPORATION NO. :

SECURED PARTY / LIEN CLAIMANT :
 ADDRESS :

COLLATERAL CLASSIFICATION :
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED :
 MOTOR VEHICLE AMOUNT :
 DATE OF MATURITY OR NO. FIXED MATURITY DATE :

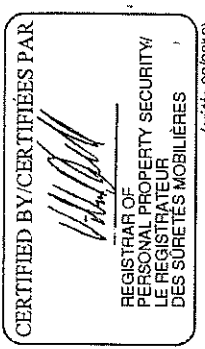
YEAR MAKE :
 MODEL :
 V.I.N. :

GENERAL COLLATERAL DESCRIPTION :
 STREET WEST, WATERLOO, ONTARIO AND ALL PROCEEDS THEREOF.

REGISTERING AGENT :
 ADDRESS :

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED . . .



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 012
RUN DATE : 2015/01/12
ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 144 PARK LTD.
FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
674676286

01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. SCHEDULE NUMBER UNDER PERIOD
001 001 20111128 1606 1862 5276 P PFSA 4

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME 144 PARK LTD. MARKHAM ON L3R 0P4

04 ADDRESS 8791 WOODBINE AVENUE
05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
06 NAME BUSINESS NAME
07 ADDRESS MARSHALLEHR GROUP INC. ON N2L 6C7


08 SECURED PARTY / MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
LIEN CLAIMANT INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
09 ADDRESS 465 PHILLIP STREET #206 WATERLOO ON N2L 6C7

10 COLLATERAL CLASSIFICATION
CONSIDER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE
YEAR MAKE MODEL V.I.N.

11 MOTOR YEAR MAKE MODEL V.I.N.
12 VEHICLE
13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL DESCRIPTION
15 DESCRIPTION
16 REGISTERING AGENT ADDRESS 300 VICTORIA STREET NORTH, 2ND FLOOR KITCHENER ON N2H 6R9
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

CERTIFIED BY/CERTIFIÉES PAR

REGISTRAR OF PERSONAL PROPERTY SECURITY /
LE REGISTRATEUR DES SÛRETÉS MOBILIÈRES
(cjt/s 09/2013)



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 012
RUN DATE : 2015/01/12
ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 144 PARK LTD.
FILE CURRENCY : 11JAN 2015

FORM 20 FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
FILING NO. OF PAGES SCHEDULE NUMBER UNDER
001 1 20120601 1054 1275 0538

RECORD FILE NUMBER 674676288
PAGE AMENDED NO. SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
001 1 0 OTHER YEARS PERIOD

REFERENCE FIRST GIVEN NAME INITIAL SURNAME
23 DEBTOR/ BUSINESS NAME 144 PARK LTD. J
24 TRANSFEROR

OTHER CHANGE SUBORDINATION
25 REASON/ THE SECURITY INTERESTS PERFECTED BY FILE NO. 674676288 ARE
27 DESCRIPTION SUBORDINATED TO THE SECURITY INTERESTS PERFECTED BY FILE NO.
28 677320272.

DEBTOR/ DATE OF BIRTH INITIAL SURNAME
05 TRANSFEREE BUSINESS NAME
06 ADDRESS

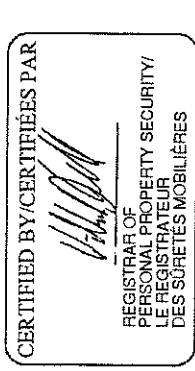
04/07 ONTARIO CORPORATION NO.

29 ASSIGNOR
30 SECURED PARTY/LIEN CLAIMANT/ASSIGNER

08 ADDRESS
09 ADDRESS

10 COLLATERAL CLASSIFICATION
11 CONSUMER
12 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO. FIXED
13 YEAR MAKE MODEL V.I.N. AMOUNT MATURITY OR NATURITY DATE
14 MOTOR VEHICLE
15 GENERAL
16 COLLATERAL
17 REGISTERING AGENT OR GOLDMAN SLAON NASH & HABER LLP (NY 120110) TORONTO
18 SECURED PARTY/ ADDRESS 1600 - 480 UNIVERSITY AVENUE TORONTO M6J 1Z4
19 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 14



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 012
 RUN DATE : 2015/01/12
 ID : 20150112092820.85

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 671559777

01 CAUTION FILING : 001 TOTAL PAGES : 001
 MOTOR VEHICLE REGISTRATION NUMBER : 20110719 1314 1862 4301
 REGISTERED UNDER : P PPSA
 REGISTRATION PERIOD : 10

02 DEBTOR NAME : 144 PARK LTD.
 DATE OF BIRTH : [REDACTED]
 FIRST GIVEN NAME : [REDACTED]
 INITIAL : [REDACTED]
 SURNAME : [REDACTED]

03 BUSINESS NAME : SUITE 100, 8791 WOODBINE AVENUE
 ADDRESS : MARKHAM
 ONTARIO CORPORATION NO. : ON L3R 0P4

04 DEBTOR NAME : [REDACTED]
 DATE OF BIRTH : [REDACTED]
 FIRST GIVEN NAME : [REDACTED]
 INITIAL : [REDACTED]
 SURNAME : [REDACTED]

05 SECURED PARTY / LIEN CLAIMANT : AVIVA INSURANCE COMPANY OF CANADA
 ADDRESS : 2200 EGLINTON AVENUE EAST
 TORONTO ON MIL 4S8
 ONTARIO CORPORATION NO. : [REDACTED]

10 COLLATERAL CLASSIFICATION :
 CONSUMER GOODS : X
 INVENTORY EQUIPMENT : X
 MOTOR VEHICLE : X
 AMOUNT : [REDACTED]
 DATE OF MATURITY OR MATURITY DATE : [REDACTED]
 NO. FIXED : [REDACTED]

11 MOTOR YEAR MAKE : [REDACTED] MODEL : [REDACTED] V.I.N. : [REDACTED]

12 VEHICLE : [REDACTED]

13 GENERAL COLLATERAL DESCRIPTION : [REDACTED]

14 REGISTERING AGENT : HARRIS, SHEAFFER LLP (GHH/LT - MATTER NO. 110724)
 ADDRESS : SUITE 610, 4100 YONGE STREET
 TORONTO ON M2P 2B5

15 *** FOR FURTHER INFORMATION CONTACT THE SECURED PARTY. ***

16 CONTINUED... 15

CERTIFIED BY/CERTIFIÉES PAR
 [Signature]
 REGISTRAR OF PERSONAL PROPERTY SECURITY/
 LE REGISTREUR DES SÛRETÉS MOBILIÈRES
 (c/f/15 09/2/13)



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

RUN NUMBER : 012
 RUN DATE : 2015/01/12
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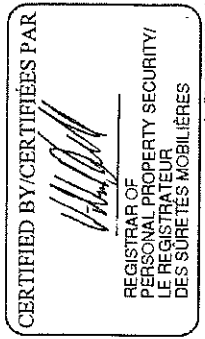
REPORT : P5SR060
 PAGE : 15
 (3950)

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 144 PARK LTD.
 FILE CURRENCY : 11JAN 2015

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
701296704	20141105 0910 1862 4386		
701296713	20141105 0910 1862 4387		
682643709	20121102 1950 1531 4707		
677320272	20120403 1947 1531 1308		
674676288	20111128 1606 1862 5276	20120601 1054 1275 0538	
671559777	20110719 1314 1862 4301		

7 REGISTRATIONS(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



203

**THIS IS EXHIBIT "S" TO
THE AFFIDAVIT OF GREG PUKLICZ
SWORN BEFORE ME THIS 16TH
DAY OF JANUARY, 2015**



A Commissioner etc.

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

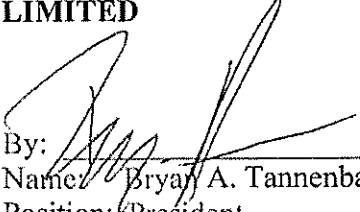
**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

CONSENT

COLLINS BARROW TORONTO LIMITED hereby consents to being appointed as trustee under section 68(1) of the *Construction Lien Act* (Ontario) in this proceeding.

DATED this 16th day of January, 2015

**COLLINS BARROW TORONTO
LIMITED**

By: 
Name: Bryan A. Tannenbaum
Position: President

I have authority to bind the corporation

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

CONSENT

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Toronto, ON M2N 7E9

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Lawyers for the Applicant, 144 Park Ltd.

200

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IN THE MATTER OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED
AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF GREG PUKLICZ
(sworn January 16, 2015)

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IN THE MATTER OF THE CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED

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200

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPLICATION RECORD
(appointment of a trustee)
(returnable January 22, 2015)

CHATTONS LLP
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Toronto, ON M2N 7E9

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