

**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**

**MOTION RECORD**  
(returnable July 21, 2016)

July 18, 2016

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
Email: samr@chaitons.com

**Lawyers for the Trustee**

**TO: THE SERVICE LIST**

**SERVICE LIST**  
(as of July 18, 2016)

<p><b>CHAITONS LLP</b> 5000 Yonge Street, 10<sup>th</sup> Floor Toronto, ON M2N 7E9</p> <p><b>Harvey Chaiton and Sam Rappos</b> Tel: (416) 218-1129 / (416) 218-1137 Fax: (416) 218-1849 / (416) 218-1837 E-mail: harvey@chaitons.com / samr@chaitons.com</p> <p><b>Lawyers for the Trustee</b></p>	<p><b>COLLINS BARROW TORONTO LIMITED</b> 11 King St. West, Suite 700, Box 27 Toronto, ON M5H 4C7</p> <p><b>Bryan Tannenbaum and Arif Dhanani</b> Tel: (416) 238-5055 / (647) 725-0183 Fax: (416) 480-2646 Email: btannenbaum@collinsbarrow.com / andhanani@collinsbarrow.com</p> <p><b>Trustee</b></p>
<p><b>THORNTON GROUT FINNIGAN LLP</b> Ste. 3200, 100 Wellington St. W. PO Box 329, Toronto-Dominion Centre Toronto, ON M5K 1K7</p> <p><b>Grant Moffat / Asim Iqbal</b> Tel: (416) 304-0599 / (416) 304-0595 Fax: (416) 304-1313 Email: gmoffat@tgf.ca / aiqbal@tgf.ca</p> <p><b>Lawyers for Laurentian Bank of Canada</b></p>	<p><b>ROSENSTEIN LAW</b> 6 Adelaide Street East, Suite 1000 Toronto, ON M5C 1H6</p> <p><b>Jonathan Rosenstein</b> Tel: (416) 639-2123 Fax: (647) 827-0424 Email: jrosenstein@rosensteinlaw.ca</p> <p><b>Lawyers for Aviva Insurance Company of Canada</b></p>
<p><b>MILLER THOMSON LLP</b> Scotia Plaza, 40 King Street West Suite 5800, P.O. Box 1011 Toronto, ON M5H 3S1</p> <p><b>Maurice Fleming and Craig Mills</b> Tel: (416) 595-8686 / 595-8596 Fax: (416) 595-8695 Email: mfleming@millerthomson.com / cmills@millerthomson.com</p> <p><b>Lawyers for MarshallZehr Group Inc.</b></p>	<p><b>BROWN BEATTIE O'DONOVAN LLP</b> 1600 – 380 Wellington Street London, ON N6A 5B5</p> <p><b>Jeremy Forrest</b> Tel: (519) 679-0400 ext 173 Fax: (519) 679-6350 Email: jforrest@bbo.on.ca</p> <p><b>Lawyers for Allen Street Holdings Inc.</b></p>
<p><b>A. CONTE PROFESSIONAL CORPORATION</b> 242 Applewood Crescent, Unit 12, 2<sup>nd</sup> Floor Concord, ON L4K 4E5</p>	<p><b>PALLET VALO LLP</b> 77 City Centre Drive, West Tower, Suite 300 Mississauga, ON L5B 1M5</p>

<p><b>Antonio Conte</b> Tel: (416) 947-0208 Fax: (866) 543-3165 Email: a.conte@contelaw.ca</p> <p><b>Lawyers for Global Fire Protection Ltd.</b></p>	<p><b>Anna Esposito</b> Tel: (905) 273-3022 x 260 Fax: (905) 273-6920 Email: aesposito@pallettvalo.com</p> <p><b>Lawyers for Adlers Main Tile &amp; Carpet Co. Ltd. and 694643 Ontario Limited cob as O'Connor Electric</b></p>
<p><b>KOSKIE MINSKY LLP</b> 20 Queen Street West, Suite 900, Box 52 Toronto, ON M5H 3R3</p> <p><b>Jeffrey Long</b> Tel: (416) 595-2125 Fax: (416) 204-2892 Email: jlong@kmlaw.ca</p> <p><b>Lawyers for J &amp; I Gaweda Construction Limited</b></p>	<p><b>PETKER &amp; ASSOCIATES</b> 295 Weber St. N. Waterloo, ON N2J 3H8</p> <p><b>Jarvis Postnikoff</b> Tel: (519) 886-1204 Fax: (519) 886-5674 Email: jarvis@petkerlaw.com</p> <p><b>Lawyer for Bast Home Comfort Inc.</b></p>
<p><b>PARENTE, BOREAN LLP</b> 3883 Highway 7, Suite 207 Woodbridge, ON L4L 6C1</p> <p><b>Gerard Borean</b> Tel: (905) 850-6066 Fax: (905) 850-6069 Email: gborean@parenteborean.com</p> <p><b>Lawyers for Frendel Kitchens Limited</b></p>	<p><b>CAPO, SGRO LLP</b> 400-7050 Weston Rd. Woodbridge, ON L4L 8G7</p> <p><b>Gregory Hemsworth</b> Tel: (905) 850-7000 Fax: (905) 850-7050 Email: ghemsworth@cslp.ca</p> <p><b>Lawyers for Aluminum Window Design Installations Inc.</b></p>
<p><b>BARRY S. GREENBERG</b> 7626A Yonge Street Thornhill, ON L4J 1V9 Tel: (905) 886-9535 Ext. 27 Fax: (905) 886-9540 Email: bsgreenberg@rogers.com</p> <p><b>Lawyers for Weston Flooring Limited</b></p>	<p><b>CLARKS LLP</b> 1200 Canada Building , 374 Ouellette Avenue Windsor, ON N9A 1A8</p> <p><b>John Clark</b> Tel: (519) 254-4990 Fax: (519) 254-2294 Email: jtclark@clarkslaw.com</p> <p><b>Lawyers for Sam Tortola Enterprises Inc.</b></p>
<p><b>DOOLEY LUCENTI</b> 10 Checkley Street Barrie, ON L4N 1W1</p>	<p><b>BISCEGLIA &amp; ASSOCIATES</b> 200-7941 Jane St. Concord, ON L4K 4L6</p>

<p><b>Eric Gionet</b> Tel: (705) 792-7963 Fax: (705) 792-7964 Email: egionet@dllaw.ca</p> <p><b>Lawyers for CRS Contractors Rental Supply General Partner Inc.</b></p>	<p><b>Emillio Bisceglia</b> Tel: (905) 695-3100 Fax: (905) 695-5201 Email: ebisceglia@lawtoronto.com</p> <p><b>Lawyers for Hammerschlag &amp; Joffe Inc.</b></p>
<p><b>SIMPSONWIGLE LAW LLP</b> 1 Hunter Street East, Suite 200 Hamilton, ON L8N 3W1</p> <p><b>Derek Schmuck</b> Tel: (905) 528-8411 x 363 Fax: (905) 528-9008 Email: schmuckd@simpsonwigle.com</p> <p><b>Lawyers for Screen Painting Ltd.</b></p>	<p><b>LEVINE, SHERKIN, BOUSSIDAN</b> 300-23 Lesmill Rd. North York, ON M3B 3P6</p> <p><b>Jeremy Sacks</b> Tel: (416) 224-2400 Fax: (416) 224-2408 Email: Jeremy@lsblaw.com</p> <p><b>Lawyers for Great Pyramid Aluminum Ltd.</b></p>
<p><b>MILLER THOMSON LLP</b> 60 Columbia Way, Suite 600 Markham, ON L3R 0C9</p> <p><b>Enzo Di Iorio / Riccardo Del Vecchio</b> Tel: (905) 415-6711 / (905) 415-6764 Fax: (905) 415-6777 Email: ediiorio@millerthomson.com / rdelveccio@millerthomson.com</p> <p><b>Lawyers for Global Precast Inc. and 2050491 Ontario Inc. o/a The Downsview Group</b></p>	<p><b>HAMMOND FLESIAS</b> 3800 Steeles Ave. West, Suite 300 Woodbridge, ON L4L 4G9</p> <p><b>Richard Hammond and Alex Flesias</b> Tel: (905) 850-8550 Fax: (905) 850-9998 Email: rhammond@hammondflesias.com / aflesias@hammondflesias.com</p> <p><b>Lawyers for Brody Wall System Ltd.</b></p>
<p><b>SIMPSONS DA SILVA LLP</b> Suite 200; 201 County Court Blvd Brampton, ON L6W 4L2</p> <p><b>Pathik Baxi</b> Tel: (905) 861-2822 Fax: (905) 457-5641 E-mail: pathik@sdsllawfirm.com</p> <p><b>Lawyers for Clonard Group Inc.</b></p>	<p><b>RUBIN &amp; CHRISTIE LLP</b> 219 Finch Avenue West - 2nd Floor Toronto, ON M2R 1M2</p> <p><b>David Rubin</b> Tel: (416) 361-0900 Fax: (416) 361-3459 Email: drubin@rubinchristie.ca</p> <p><b>Lawyers for DKS Stone Fabrication &amp; Design Inc.</b></p>
<p><b>DENTONS CANADA LLP</b> 77 King Street West, Suite 400, TD Centre Toronto, ON M5K 0A1</p>	<p><b>FARHOOD BOEHLER WINNY LLP</b> Marsland Center, 510-20 Erb Street West Waterloo, ON N2L 1T2</p>

<p><b>Bill Deley</b> Tel: (416) 367-6834 Fax: (416) 863-4592 Email: bill.deley@dentons.com</p> <p><b>Lawyers for Atlas-Apex Roofing (Kitchener) Inc.</b></p>	<p><b>Wayne Boehler</b> Tel: (519) 744-9949 Fax: (519) 744-7974 Email: wboehler@fblaw.ca</p> <p><b>Lawyers for Nelco Mechanical Limited</b></p>
<p><b>STEVE SCHMIDT</b> 305 King Street West, . unit 1108 Kitchener ON N2G 1B9 Tel: (519) 578-2115 Fax: (519) 578 1927 Email: mr.jsschmidt@rogers.com</p> <p><b>Lawyer for Mirjana Radulovic and Jovan Bernard Marjanac</b></p>	<p><b>FARHOOD BOEHLER WINNY</b> Suite 510, 20 Erb Street West Waterloo, ON N2L 1T2</p> <p><b>Harley N.K. Yule</b> Tel: (519) 744-9949 ext. 27 Fax: (519) 744-7974 Email: HYule@fblaw.ca</p> <p><b>Lawyers for Re/Max Twin City Inc.</b></p>
<p><b>TORYS LLP</b> 79 Wellington St. W., 30th Floor Box 270, TD South Tower Toronto, ON M5K 1N2</p> <p><b>Adam Slavens</b> Tel: (416) 865-7333 Fax: (416) 865-7380 Email: aslavens@torys.com</p> <p><b>Lawyers for Tarion Warranty Corporation</b></p>	<p><b>DUNCAN, LINTON LLP</b> 45 Erb St. E. PO Box 457, Stn. Waterloo Waterloo, ON N2J 4B5</p> <p><b>Irwin Duncan</b> Tel: (519) 886-3340 Fax: (519) 886-8651 Email: iad@kwlwlaw.net</p> <p><b>Lawyers for Richard and Marilyn Magnussen, Joseph and Susan Siefried, Ryan and Laurie Cyrankiewicz, and AJ and Kerry Mueller</b></p>
<p><b>KAY LAW</b> The Legal Innovation Centre 370 Frederick Street Kitchener, ON N2H 2P3</p> <p><b>Ioana Mandru</b> Tel: (519) 579-1220 x. 103 Fax: (519) 743-8063 Email: imandru@kaylaw.ca</p> <p><b>Lawyers for Gregory Moore</b></p>	<p><b>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE</b> PO Box 620 33 King Street West, 6th Floor Oshawa, ON L1H 8E9</p> <p><b>Kevin J. O'Hara</b> Tel: (905) 433-6934 Fax: (905) 436-451 Email: kevin.ohara@ontario.ca</p>

<p><b>CANADA REVENUE AGENCY</b> <b>c/o Marko Bobar</b> Tel: (416) 973-3720 Email: Marko.Bobar@cra.gc.ca</p>	<p><b>DEPARTMENT OF JUSTICE CANADA</b> Ontario Regional Office, Tax Law Services The Exchange Tower 130 King Street West, Suite 3400 Toronto, ON M5X 1K6</p> <p><b>Rakhee Bhandari</b> Tel: (416) 952-8563 Fax: (416) 973-0810 Email: Rakhee.Bhandari@justice.gc.ca</p> <p><b>Lawyers for Canada Revenue Agency</b></p>
<p><b>REGIONAL MUNICIPALITY OF WATERLOO</b> 150 Frederick St., 8th Floor Kitchener, ON N2G 4J3</p> <p><b>Fiona M. McCrea - Solicitor, Property</b> Tel: (519) 575-4518 Fax: (519) 575-4466 Email: fmccrea@regionofwaterloo.ca</p>	<p><b>CITY OF WATERLOO</b> Waterloo City Centre 100 Regina Street South, PO Box 337 STN Waterloo Waterloo, ON N2J 4A8</p> <p><b>Steve Ross, Director, Legal Services</b> Tel: (519) 747-8758 Fax: (519) 747-8523 Email: Steve.Ross@waterloo.ca</p>
<p><b>GIESBRECHT, GRIFFIN, FUNK AND IRVINE</b> 60 College Street Kitchener, ON N2H 5A1</p> <p><b>Martin F. Mahlstedt</b> Tel: (519) 579-4300 x 287 Fax: (519) 579-8745 Email: MartinMahlstedt@ggfilaw.com</p> <p><b>Lawyers for Joe Woodhouse</b></p>	<p><b>MILLER THOMSON LLP</b> Accelerator Building 295 Hagey Blvd., Suite 300 Waterloo, ON N2L 6R5</p> <p><b>Judy A. Byrne and Maseh Sidky</b> Tel: (519) 579-3660 / 593-3298 Fax: (519) 743-2540 Email: jbyrne@millerthomson.com / msidky@millerthomson.com</p> <p><b>Lawyers for Gregory Moore</b></p>
<p><b>ERIC M. KRAUSHAAR LAW OFFICE</b> 5-620 Davenport Road Waterloo, ON N2V 2C2</p> <p><b>Eric M. Kraushaar</b> Tel: (519) 886-0088 Fax: (519) 746-1122 Email: Eric@churchill-homes.com</p> <p><b>Lawyers for Michael Herbert Robinson Williams</b></p>	<p><b>ROBSON CARPENTER LLP</b> 10 Northumberland St. Ayr, ON N0B 1E0</p> <p><b>Craig Robson</b> Tel: (519) 632-1327 Ext: 227 Fax: (519) 632-1328 Email: crobson@rcllp.ca</p> <p><b>Lawyers for Waterloo Standard Condominium Corporation No. 591</b></p>

<p><b>LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP</b> Suite 2600, 130 Adelaide Street West Toronto ON MSH 3P5</p> <p><b>Peter H. Griffin and Brian Kolenda</b> Tel: (416) 865-2921 / (416) 865-2897 Fax: (416) 865-3558 / (416) 865-9010 Email: pgriffin@litigate.com / bkolenda@litigate.com</p> <p><b>Lawyers for William Seegmiller</b></p>	<p><b>MCCARTER GRESPAN</b> 675 Riverbend Drive Kitchener, ON N2K 3S3</p> <p><b>David R. Fedy</b> Tel: (519) 571.8800 Ext. 215 Fax: (519) 742.1841 Email: dfedy@mgbwlaw.com</p> <p><b>Lawyers for William Seegmiller</b></p>
<p><b>HUSSEIN LAW OFFICE</b> 275 Lancaster Street West, 2nd Floor Kitchener, ON N2H 4V2</p> <p><b>Jessica Sipione</b> Tel: (519) 744-8585 Fax: (519) 744-8569 Email: jessica@vhlaw.ca</p> <p><b>Lawyers for Xiaoli Wang and Maochun Pan</b></p>	<p><b>OLIVER ROMANIUK</b> 182 Westwood Ave. Toronto, ON M4K 2B1 Tel: (416) 909-0521 Email: oliver.romaniuk@gmail.com</p>
<p><b>RUSSELL MCEACHNIE</b> Email: russell.mceachnie1@igprivatewealth.com</p>	<p><b>JOSEPH SIEFRIED</b> Email: krellafireplaces@hotmail.com</p>

# INDEX



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**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,  
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**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.  
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*CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED**

**INDEX**

<b><u>Tab</u></b>	<b><u>Document</u></b>
1.	Notice of Motion returnable July 21, 2016
2.	Eleventh Report of the Trustee dated July 15, 2016
A.	Order dated August 5, 2016
B.	Parcels Registers for Unit 710 Transaction
C.	Parcel Registers for Unit 809 Transaction
D.	Parcel Registers for Unit 810 Transaction
E.	Trustee's Notice of Motion returnable October 16, 2015
F.	Order dated October 16, 2015
G.	Order dated December 3, 2015
H.	Parcels Registers for Unit 1801 Transaction
I.	Parcels Registers for Unit 1902 Transaction
J.	Declaration
K.	Trustee's e-mail dated June 30, 2016

<b><u>Tab</u></b>	<b><u>Document</u></b>
L.	Chaitons' letter dated April 19, 2016
M.	Letter dated May 18, 2016 from Moore's counsel
N.	Harris Sheaffer letters sent out May 18, 2016 (dated July 8, 2015)
O.	Letter dated May 24, 2016 from Moore's counsel
P.	Harris Sheaffer termination letters dated May 27, 2016

# **TAB 1**

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**NOTICE OF MOTION**  
(returnable July 21, 2016)

**COLLINS BARROW TORONTO LIMITED** (“CBTL”), in its capacity as Court-appointed *Construction Lien Act* (Ontario) (the “*CLA*”) trustee in this proceeding (the “**Trustee**”) will make a motion to a Judge of the Commercial List on Thursday July 21, 2016 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

**THE MOTION IS FOR:**

- (a) an order abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on July 21, 2016;

- (b) an order vesting the right, title and interest of 144 Park Ltd. (“144 Park”) in residential condominium unit known as suite 710, and locker unit known as unit 36, level 2, in and to Kerry-Ann Martiza Baker free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Trustee’s certificate to the purchaser;
- (c) an order vesting the right, title and interest of 144 Park in residential condominium unit known as suite 809, parking unit known as unit 34, level A, and locker unit known as unit 78, level A, in and to Raymond Edgar Bauer and Madonna Monique Bradley, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver’s certificate to the purchaser;
- (d) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 810, parking unit known as unit 37, level 1, and locker unit known as unit 28, level 2, in and to Janice Richardson, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver’s certificate to the purchaser;
- (e) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 1801, parking unit known as unit 40, level A, and locker unit known as unit 86, level A, in and to Matthew Paul Thurston and Melissa Ann Thurston, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver’s certificate to the purchaser;

- (f) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 1902, parking unit known as unit 22, level A, and locker unit known as unit 81, level A, in and to Mark Barrenechea, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver's certificate to the purchaser;
- (g) authorizing the Trustee to transfer the Guest Suite (as defined below) to the Condominium Corporation (as defined below) and to accept a charge/mortgage from the Condominium Corporation to be registered on title to the Guest Suite;
- (h) authorizing the Trustee, *nunc pro tunc*, to terminate the Moore Sale Agreements (as defined below); and
- (i) such further and other relief as counsel may request and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

1. On January 22, 2015, CBTL was appointed as Trustee under the *CLA* with respect to lands and premises owned by 144 Park known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario, and legally described in Schedule "A" to the Appointment Order (the "**Property**") pursuant to the Order of The Honourable Mr. Justice Penny dated January 22, 2015.

**Sale of Suites 710, 809 and 810**

2. There were 128 units that were the subject agreements of purchase and sale with 144 Park, and 20 unsold units (collectively, the “**Unsold Units**”).
3. Pursuant to the August 5<sup>th</sup> Order, the Trustee was authorized to sell, convey, or transfer the Unsold Units without the approval of the Court if the purchase price is within 95% of the listing price for the residential unit or the Trustee has obtained the written consent of the first mortgagee of the Property or its assignee to the sale price.
4. The Unsold Units included residential condominium units known as suites 710, 809 and 810.
5. The Trustee has entered into agreements of purchase and sale with respect to suites 710, 809 and 810, and in each instance the purchase price is 95% or higher than the listing price for the respective suite.
6. To complete the sale transactions, the Trustee requires the Court to grant vesting orders with respect to each transaction.

**Sale of Suites 1801 and 1902**

7. As of the date of the Appointment Order, there were 128 units that were the subject of sale agreements with 144 Park, which included suites 1801 and 1902.
8. Pursuant to the Order of Justice Newbould dated October 16, 2015, the Trustee was authorized, if necessary, to terminate the existing agreements of purchase and sale for suites 1801 and 1902.

9. Following the granting of the Order and discussions with the Trustee, each of the purchasers agreed to terminate their agreements of purchase and sale and have had their deposits returned to them.
10. Pursuant to the Order of The Honourable Madam Justice Mesbur dated December 3, 2015, the Trustee was authorized by the Court to sell, convey, or transfer the “Remaining Units” (which was defined to include suites 1801 and 1902) or any part or parts thereof without the approval of the Court if the purchase price is within 95% of the listing price for the residential unit or the Trustee has obtained the written consent of the first mortgagee of the Property or its assignee.
11. The Trustee has entered into agreements of purchase and sale with respect to suites 1801 and 1902, and in each instance the purchase price is 95% or higher than the listing price for the respective suite.
12. To complete the sale transactions, the Trustee requires the Court to grant vesting orders with respect to each transaction.

### **Guest Suite**

13. The units in the condominium project (the “**Project**”) include a guest suite, known as unit 36 on level 3 of the Project, which is only to be used for overnight accommodation for the guests of the owners and tenants of the Project (the “**Guest Suite**”).
14. The Declaration for the Project was registered on May 25, 2015. Pursuant to section 4.5 of the Declaration, the condominium corporation, Waterloo Standard Condominium Corporation No. 591 (the “**Condominium Corporation**”), was to purchase the Guest



Suite from 144 Park for the purchase price of \$116,000 plus HST. The Condominium Corporation is to give to 144 Park, or such entity as directed by 144 Park, a mortgage for the full purchase price.

15. As the Guest Suite is ready to be turned over to the Condominium Corporation, at this time the Trustee is seeking authorization from the Court to take the steps set out in the Declaration with respect to the Guest Suite.

#### **Termination of Moore Sale Agreements**

16. There were 128 units that were the subject of sale agreements with 144 Park, including suites 1407 and 1408, which Gregory Moore agreed to purchase pursuant to agreements of purchase of sale entered into with 144 Park in October and November 2010 (collectively, the “**Moore Sale Agreements**”).
17. Prior to the Trustee’s appointment, Mr. Moore commenced an application with the Human Rights Tribunal of Ontario (the “**HRTTO**”) against MADY Development Corporation (“**MDC**”), which application set out that Mr. Moore was not prepared to close the transactions subject to the Moore Sale Agreements due to accessibility issues with the common areas of the Property.
18. Following the appointment of the Trustee, Mr. Moore attempted to enforce the terms of the alleged settlement against 144 Park and the Trustee, both of which were not parties to the HRTTO proceeding and the alleged settlement. A number of accessibility issues with the common areas of the Property were raised that were alleged to be preventing Mr. Moore from closing the sale transactions.

19. The Trustee, with a view to rectifying the identified accessibility issues and closing both sale transactions with Mr. Moore, spent in excess of \$15,000 to address the issues raised by Mr. Moore.
20. Notwithstanding the steps taken by the Trustee, Mr. Moore refused to close the transactions subject to the Moore Sale Agreements and commenced an application in Kitchener in August 2015 seeking, in the first instance, a declaration that a settlement, allegedly made as of November 24, 2014 in connection with a HRTO claim, was valid and enforceable on 144 Park. In the alternative, Mr. Moore sought the same relief from the Court as provided for in the alleged settlement.
21. The application was subsequently transferred to be heard by the Court on the consent of the parties.
22. In April 2016, the Trustee was advised that Mr. Moore wished to close the sale transactions set out in the Moore Sale Agreements.
23. The sale transactions were set to close on May 6, 2016. Mr. Moore requested an extension of the closing date to May 13, 2016 so that he could obtain all necessary documentation required by his lender. Mr. Moore requested additional extensions to May 17, 2016, which was agreed to by the Trustee, and May 25, 2016, which the Trustee was prepared to agree to if Mr. Moore provided a non-refundable deposit to be held by the Trustee and applied on closing.
24. On May 18, 2016, Mr. Moore, through his lawyers, confirmed that he was not willing to proceed with completing the sale transactions. In response, the Trustee, through its

condominium lawyers, informed Mr. Moore that he was in default and that the Trustee required that the sale transactions be completed by May 26, 2016.

25. On May 24, 2016, Mr. Moore, through counsel, confirmed that his position remained unchanged.
26. As a result, on May 28, 2016, the Trustee, through counsel, informed Mr. Moore that the sale transactions with respect to the Moore Sale Agreements had been terminated.
27. The Trustee wishes to take steps to market suites 1407 and 1408 for sale. To do so, the Trustee requests that the Court authorize the Trustee, *nunc pro tunc*, to terminate the Moore Sale Agreements.

**General**

28. The Eleventh Report of the Trustee dated July 15, 2016 (the “**Eleventh Report**”).
29. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
30. The inherent jurisdiction of the Court.
31. Such other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Eleventh Report and the Appendices annexed thereto; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

July 18, 2016

**CHAITONS LLP**  
Barristers and Solicitors  
5000 Yonge Street, 10th Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton** (LSUC # 21592F)  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos** (LSUC # 51399S)  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**

**TO: THE SERVICE 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**

Court File No. CV15-10843-00CL

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

Proceedings commenced at Toronto

**NOTICE OF MOTION**  
(returnable July 18, 2016)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**

# **TAB 2**

Court File No. CV15-10843-00CL

**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**

**ELEVENTH REPORT OF THE TRUSTEE**

**July 15, 2016**

**TABLE OF CONTENTS**

INTRODUCTION AND PURPOSE OF THE ELEVENTH REPORT .....2  
 TERMS OF REFERENCE.....3  
 SALE OF SUITES 710, 809 AND 810 .....4  
 SALE OF SUITES 1801 AND 1902 .....7  
 GUEST SUITE .....9  
 TERMINATION OF MOORE SALE AGREEMENTS .....10  
 TRUSTEE’S REQUEST TO THE COURT.....12

**Appendices**

August 5<sup>th</sup> Order .....A  
 Parcel Register Unit 710.....B  
 Parcel Register Unit 809.....C  
 Parcel Register Unit 810.....D  
 Trustee’s Notice of Motion.....E  
 Order of Justice Newbould dated October 16, 2015.....F  
 December 3<sup>rd</sup> Order .....G  
 Parcel Register Unit 1801 .....H  
 Parcel Register Unit 1902.....I  
 Declaration.....J  
 Trustee’s email dated June 30, 2016.....K  
 Chaitons’ letter dated April 19, 2016 .....L  
 Letter dated May 18, 2016 from Moore’s counsel .....M  
 Harris Sheaffer letters sent out May 18, 2016 (dated July 8, 2015) .....N  
 Letter dated May 24, 2016 from Moore’s counsel .....O  
 Harris Sheaffer termination letters dated May 27, 2016.....P



## INTRODUCTION AND PURPOSE OF THE ELEVENTH REPORT

1. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated January 22, 2015 (the “**Appointment Order**”), Collins Barrow Toronto Limited was appointed *Construction Lien Act* (Ontario) trustee (the “**Trustee**”) with respect to certain lands and premises owned by 144 Park Ltd. (“**144 Park**”) and known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario, and legally described in Schedule “A” to the Appointment Order (the “**Property**”).
2. The purpose of this Eleventh Report of the Trustee (the “**Eleventh Report**”) is to request that the Court grant orders:
  - a) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 710 and locker unit known as unit 36, level 2, in and to Kerry-Ann Martiza Baker, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver’s certificate to the purchaser;
  - b) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 809, parking unit known as unit 34, level A, and locker unit known as unit 78, level A, in and to Raymond Edgar Bauer and Madonna Monique Bradley, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver’s certificate to the purchaser;
  - c) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 810, parking unit known as unit 37, level 1, and locker unit known as unit 28, level 2, in and to Janice Richardson, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver’s certificate to the purchaser;

- d) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 1801, parking unit known as unit 40, level A, and locker unit known as unit 86, level A, in and to Matthew Paul Thurston and Melissa Ann Thurston, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver's certificate to the purchaser;
- e) vesting the right, title and interest of 144 Park in residential condominium unit known as suite 1902, parking unit known as unit 22, level A, and locker unit known as unit 81, level A, in and to Mark Barrenechea, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Receiver's certificate to the purchaser;
- f) authorizing the Trustee to transfer the Guest Suite (as defined below) to the Condominium Corporation (as defined below) and to accept a charge/mortgage from the Condominium Corporation in consideration therefor to be registered on title to the Guest Suite; and
- g) authorizing the Trustee, *nunc pro tunc*, to terminate the Moore Sale Agreements (as defined below).

### TERMS OF REFERENCE

3. In preparing this Eleventh Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of 144 Park, discussions with management and employees of 144 Park and other companies within the MADY group of companies, and information received from third-party sources (collectively, the "**Information**"). Certain of the information contained in this Eleventh Report may refer to, or is based on, the Information. As the Information has been provided by 144 Park, lien claimants or other parties, the Trustee has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Trustee has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance

Standards pursuant to the CPA Canada Handbook and, accordingly, the Trustee expresses no opinion or other form of assurance in respect of the Information.

4. Copies of all documents referred to in this Eleventh Report that are not attached hereto as appendices can be found on the Trustee's website at <http://www.collinsbarrow.com/en/toronto-ontario/toronto/144-park-ltd>, along with copies of all materials served and filed in this proceeding and Court orders and endorsements.
5. All references to dollars in this Eleventh Report are in Canadian currency.

### **SALE OF SUITES 710, 809 AND 810**

1. As has been previously reported to the Court, 144 Park was the owner of a 19-storey residential condominium project containing 148 residential units and the Guest Suite (the "**Project**").
2. Pursuant to the Appointment Order, the Trustee was authorized and empowered to, among other things:
  - a) act as receiver and manager of the Property;
  - b) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property; and
  - c) complete the existing agreements of purchase and sale for the pre-sold residential units and related parking units and storage units that form part of the Property.
3. As of the date of the Trustee's appointment, 144 Park had entered into agreements of purchase and sale with purchasers for the sale of 129 residential units and parking and locker units to be allocated by 144 Park to the purchasers.
4. One of the sale transactions was an agreement of purchase and sale with a lien claimant, Brody Wall System Ltd., dated December 5, 2014, which was terminated by the Trustee on May 4, 2015 in accordance with the Order of The Honourable Mr. Justice McEwen dated April 29, 2015.

5. As a result, there were 128 units that were the subject of sale agreements with 144 Park, and 20 unsold units (collectively, the “**Unsold Units**”).
6. The Unsold Units included residential condominium units known as suites 710, 809 and 810.
7. The Appointment Order did not authorize or empower the Trustee to market or sell the Unsold Units.
8. Pursuant to the Order of The Honourable Mr. Justice Newbould dated August 5, 2015 (the “**August 5<sup>th</sup> Order**”), the Trustee was authorized by the Court to sell, convey, or transfer the Unsold Units or any part or parts thereof without the approval of the Court if the purchase price is within 95% of the listing price for the residential unit or the Trustee has obtained the written consent of the first mortgagee of the Property or its assignee. A copy of the August 5<sup>th</sup> Order is attached hereto as **Appendix “A”**.
9. The Trustee entered into an agreement of purchase and sale with Kerry-Ann Maritza Baker dated May 30, 2016 for the sale of suite 710 and a locker unit to be allocated by the Trustee. The agreement of purchase and sale does not provide for the sale of a parking unit to the purchaser.
10. The listing price for suite 710 was \$239,990 and the purchase price is \$243,500, which amounts to approximately 101% of the listing price. As a result, pursuant to the August 5<sup>th</sup> Order, the Trustee has been authorized by the Court to complete this sale transaction. However, to do so, the Trustee requires the Court to grant a vesting order for the property to be sold to Ms. Baker. Collectively attached hereto as **Appendix “B”** are the parcel registers for the property subject to this sale transaction.
11. The Trustee entered into an agreement of purchase and sale with Madonna M. Bradley and Raymond E. Bauer dated May 24, 2016, for the sale of suite 809, along with a parking unit and a locker unit to be allocated by the Trustee.
12. The listing price for suite 809 was \$234,990 and the purchase price is \$380,014, which amounts to approximately 162% of the listing price. The purchase price of this unit

exceeds the listing price by a significant amount as the purchaser of the unit requested that the unit be sold with a permanent parking space, whereas the original listing did not provide for a parking unit to be included. In order to accommodate the purchaser's request, the Trustee allocated the parking space from suite 609 to suite 809 to complete the sale.

13. While the sale price exceeded the listing price and met the criteria of the August 5<sup>th</sup> Order authorized by the Court to complete the sale transaction, the Trustee was of the view that the listing price may no longer be relevant since it did not include a parking space. Accordingly, in order to assess whether this sale met the "spirit" of the August 5<sup>th</sup> Order as the original listing price was no longer relevant since it did not provide for a parking space, the Trustee referred to listing prices of similar units that are for sale with parking units. The list price of suite 609, with parking, was \$385,990. Suite 1009, another similar unit with parking, has a listing price of \$393,990. On a comparative basis, the purchase price of suite 809, with parking, exceeds 95% of the list price of each of suite 609 and suite 1009, both of which include parking spaces. As a result, the Trustee was of the view that the purchase price for the condominium unit met the "spirit" of the August 5<sup>th</sup> Order, and that the Trustee was not required to seek Court approval of this sale transaction. However, to complete the sale, the Trustee requires the Court to grant a vesting order for the property to be sold to Ms. Bradley and Mr. Bauer. Collectively attached hereto as **Appendix "C"** are the parcel registers for the property subject to this sale transaction.
14. The Trustee entered into an agreement of purchase and sale with Janice Richardson dated June 15, 2016 for the sale of suite 810, along with a parking unit and a locker unit to be allocated by the Trustee.
15. The listing price for suite 810 was \$399,990 and the purchase price is \$403,150, which amounts to approximately 101% of the listing price. As a result, pursuant to the August 5<sup>th</sup> Order, the Trustee has been authorized by the Court to complete this sale transaction. However, to do so, the Trustee requires the Court to grant a vesting order for the property

to be sold to Ms. Richardson. Collectively attached hereto as **Appendix "D"** are the parcel registers for the property subject to this sale transaction.

16. As a result, the Trustee requests that the Court grant vesting orders with respect to the above-noted sale transactions for suites 710, 809 and 810.

#### **SALE OF SUITES 1801 AND 1902**

17. As noted above, as of the date of the Appointment Order, there were 128 units that were the subject of sale agreements with 144 Park, which included suites 1801 and 1902.
18. As has been previously reported to the Court, the Trustee brought a motion for advice and direction with respect to the Trustee's ability, if necessary, to terminate existing agreements of purchase and sale with purchasers that had agreed to purchase two parking units, due to an issue with available parking. A copy of the Trustee's notice of motion is attached hereto as **Appendix "E"**.
19. The agreements of purchase and sale with two parking units that were at issue included existing agreements of purchase and sale with respect to suites 1801 and 1902.
20. The original purchasers for suites 1801 and 1902 did not take a position with respect to the Trustee's motion. As a result, pursuant to the Order of Justice Newbould dated October 16, 2015, a copy of which is attached hereto as **Appendix "F"**, the Trustee was authorized, if necessary, to terminate the existing agreements of purchase and sale for suites 1801 and 1902.
21. Following the granting of the Order, the Trustee corresponded with each of the purchasers regarding whether they wished to purchase the suites with one parking unit each, or whether they wished to consensually agree to the termination of the agreements and recover their deposits.
22. Each of the purchasers agreed to terminate their agreements of purchase and sale and have had their deposits returned to them.

23. Pursuant to the Order of The Honourable Madam Justice Mesbur dated December 3, 2015 (the "**December 3<sup>rd</sup> Order**"), the Trustee was authorized by the Court to sell, convey, or transfer the "Remaining Units" (which was defined to include suites 1801 and 1902) or any part or parts thereof without the approval of the Court if the purchase price is within 95% of the listing price for the residential unit or the Trustee has obtained the written consent of the first mortgagee of the Property or its assignee. A copy of the December 3<sup>rd</sup> Order is attached hereto as **Appendix "G"**.
24. The Trustee entered into an agreement of purchase and sale with Matthew Paul Thurston and Melissa Ann Thurston dated May 18, 2016, for the sale of suite 1801, along with a parking unit and a locker unit to be allocated by the Trustee.
25. The listing price for suite 1801 was \$514,990 and the purchase price is \$510,000, which amounts to approximately 99% of the listing price. As a result, pursuant to the December 3<sup>rd</sup> Order, the Trustee has been authorized by the Court to complete this sale transaction. However, to do so the Trustee requires the Court to grant a vesting order for the property to be sold to Mr. and Ms. Thurston. Collectively attached hereto as **Appendix "H"** are the parcel registers for the property subject to this sale transaction.
26. The Trustee entered into an agreement of purchase and sale with Mark Barrenechea dated June 15, 2016 for the sale of suite 1902, along with a parking unit and a locker unit to be allocated by the Trustee.
27. The listing price for suite 1902 was \$799,990 and the purchase price is \$760,000, which amounts to slightly more than 95% of the listing price. As a result, pursuant to the December 3<sup>rd</sup> Order, the Trustee has been authorized by the Court to complete this sale transaction. However, to do so, the Trustee requires the Court to grant a vesting order for the property to be sold to Mr. Barrenechea. Collectively attached hereto as **Appendix "I"** are the parcel registers for the property subject to this sale transaction.
28. As a result, the Trustee requests that the Court grant vesting orders with respect to the above-noted sale transactions for suites 1801 and 1902.

**GUEST SUITE**

29. As has been previously reported to the Court, the Declaration for the Project was registered on May 25, 2015. A copy of the Declaration is attached as **Appendix "J"**.
30. As noted above, the units in the Project include a guest suite, known as unit 36 on level 3 of the Project, which is only to be used for overnight accommodation for the guests of the owners and tenants of the Project (the "**Guest Suite**").
31. Pursuant to section 4.5 of the Declaration, the condominium corporation, Waterloo Standard Condominium Corporation No. 591 (the "**Condominium Corporation**"), was to purchase the Guest Suite from 144 Park for the purchase price of \$116,000 plus HST. The Condominium Corporation is to give to 144 Park, or such entity as directed by 144 Park, a mortgage for the full purchase price. The mortgage is to have a term of eleven (11) years commencing on the date of registration of the Declaration, and no interest was to be charged for the first year of the term. The rest of the term bears interest at a fixed rate of 4% over the Government of Canada Ten Bond Yield in effect on the date of registration of the Declaration for ten year bonds, calculated semi-annually, not in advance.
32. The Trustee and the Condominium Corporation have been in discussions regarding the available options with respect to the Guest Suite, which include the Condominium Corporation purchasing the Guest Suite outright from the Trustee without the Trustee taking back a mortgage. A copy of the Trustee's email dated June 30, 2016 to the Condominium Corporation, without attachments, is attached hereto as **Appendix "K"**.
33. The discussions are continuing between the Trustee and the Condominium Corporation. However, as the Guest Suite is ready to be turned over to the Condominium Corporation, at this time the Trustee is seeking authorization from the Court to take the steps set out in the Declaration with respect to the sale of the Guest Suite and in particular, to accept a charge/mortgage from the Condominium Corporation in consideration therefor to be registered on title to the Guest Suite.



## TERMINATION OF MOORE SALE AGREEMENTS

34. As noted above, as of the date of the Appointment Order, there were 128 units that were the subject of sale agreements with 144 Park. These units included suites 1407 and 1408 in the Property, which Gregory Moore agreed to purchase pursuant to agreements of purchase of sale entered into with 144 Park in October and November 2010 (collectively, the "**Moore Sale Agreements**").
35. The Trustee understands that Mr. Moore is quadriplegic and is mobile with the assistance of an electric wheelchair.
36. Prior to the Trustee's appointment, Mr. Moore commenced an application with the Human Rights Tribunal of Ontario (the "**HRTO**") against MADY Development Corporation ("**MDC**"), which application set out that Mr. Moore was not prepared to close the transactions subject to the Moore Sale Agreements due to accessibility issues with the common areas of the Property. The Trustee understands that an alleged settlement was achieved with MDC whereby the Moore Sale Agreements would be terminated and Mr. Moore would receive all deposit monies, upgrade monies, occupancy fees, and monies paid for hydro consumption from MDC.
37. Following the appointment of the Trustee, Mr. Moore attempted to enforce the terms of the alleged settlement against 144 Park and the Trustee, both of which were not parties to the HRTO proceeding and the alleged settlement. A number of accessibility issues with the common areas of the Property were raised that were alleged to be preventing Mr. Moore from closing the sale transactions.
38. The Trustee, with a view to rectifying the identified accessibility issues and closing both sale transactions with Mr. Moore, spent in excess of \$15,000 to address the issues raised by Mr. Moore.
39. Notwithstanding the steps taken by the Trustee, Mr. Moore refused to close the transactions subject to the Moore Sale Agreements and commenced an application in Kitchener in August 2015 seeking, in the first instance, a declaration that a settlement, allegedly made as of November 24, 2014 in connection with a HRTO claim, was valid

and enforceable against 144 Park. In the alternative, Mr. Moore sought the same relief from the Court as provided for in the alleged settlement. The application was subsequently transferred to be heard by the Court on the consent of the parties.

40. The Trustee and Mr. Moore, through their respective counsel, engaged in numerous discussions regarding available options to resolve the outstanding issues with respect to the Moore Sale Agreements.
41. In April 2016, the Trustee was advised that Mr. Moore wished to close the sale transactions set out in the Moore Sale Agreements. As a result, on April 19, 2016, Chaitons LLP (“Chaitons”), lawyers for the Trustee, sent a letter to Mr. Moore’s counsel setting out the terms upon which the sale transactions would be completed. A copy of the letter is attached as **Appendix “L”**.
42. The parties engaged in discussions with respect to the closing of the sale transactions, which included discussions regarding amounts to be included in the statements of adjustment.
43. The sale transactions were set to close on May 6, 2016. Mr. Moore requested an extension of the closing date to May 13, 2016 so that he could obtain all necessary documentation required by his lender. Mr. Moore requested another extension to May 17, 2016, which was agreed to by the Trustee.
44. Mr. Moore requested a further extension to May 25, 2016, as his lender required the additional time to complete the financing. The Trustee was amenable to the further extension requested by Mr. Moore with the condition that Mr. Moore pay to the Trustee a non-refundable deposit of \$10,000, which deposit would be applied against the purchase price of the units upon closing. If Mr. Moore failed to close, the Trustee would retain the deposit.
45. On May 18, 2016, Mr. Moore’s lawyers sent a letter confirming that Mr. Moore now was not willing to proceed with completing the sale transactions. A copy of that letter is attached as **Appendix “M”**.

46. In response, the Trustee, through its condominium lawyers Harris Sheaffer LLP, wrote to Mr. Moore's counsel and informed it that Mr. Moore was in default and that the Trustee required that the sale transactions be completed by May 26, 2016. Copies of the letters, sent out on May 18, 2016 but mistakenly dated July 8, 2015, are collectively attached as **Appendix "N"**.
47. On May 24, 2016, Mr. Moore's lawyers confirmed in a letter that Mr. Moore's position, as set out in its May 18, 2016 letter, remained unchanged. A copy of the letter is attached as **Appendix "O"**.
48. As a result, on May 27, 2016, the Trustee, through Harris Sheaffer LLP, informed Mr. Moore that the sale transactions with respect to the Moore Sale Agreements had been terminated. Copies of the letters are collectively attached as **Appendix "P"**.
49. The Trustee wishes to take steps to market suites 1407 and 1408 for sale. In order for the Trustee to be in a position to do so, the Trustee requests that the Court authorize the Trustee, *nunc pro tunc*, to terminate the Moore Sale Agreements.

#### **TRUSTEE'S REQUEST TO THE COURT**

50. Based on the foregoing, the Trustee respectfully requests that the Court grant the orders described in paragraph 2 above.

All of which is respectfully submitted to this Court as of this 15th day of July, 2016.

**COLLINS BARROW TORONTO LIMITED,**  
in its capacity as Court-appointed Trustee of  
the Property and not in its personal capacity

Per: 

Name: Daniel R. Weisz, CPA, CA, CIRP, LIT  
Title: Senior Vice-President

I have the authority to bind the corporation

# APPENDIX "A"

Court File No. CV15-10843-00CL

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

THE HONOURABLE MR. ) WEDNESDAY, THE 5<sup>th</sup> DAY  
 )  
JUSTICE NEWBOULD ) OF AUGUST, 2015



**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**

**ORDER**

**THIS MOTION** made by Collins Barrow Toronto Limited (“**CBTL**”), in its capacity as Court-appointed trustee over the lands and premises known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario (the “**Property**”) pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the “**Trustee**”), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Third Report of the Trustee dated July 30, 2015 (the “**Third Report**”) and the Appendices thereto, including the Second Report of the Trustee dated June 23, 2015 (the “**Second Report**”), the Affidavit of Maya Poliak sworn July 30, 2015 (the “**Poliak**

Affidavit”), the Affidavit of Bryan Tannenbaum sworn July 30, 2015 (the “Tannenbaum Affidavit”) and the Affidavit of Ari Katz sworn July 29, 2015 (the “Katz Affidavit”), and on hearing the submissions of counsel for the Trustee and other counsel listed on the Counsel Slip, no one else appearing although duly served as appears from the affidavit of service of Lynn Lee sworn July 31, 2015, filed,

### SERVICE

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

### APPROVAL OF FORM OF VESTING ORDER

2. **THIS COURT ORDERS** that the form of vesting order attached hereto as Schedule “A” be and is hereby approved for use by the Trustee in completing the sale transactions with respect to the remaining 33 Sold Units (as such term is defined in the Third Report).

3. **THIS COURT ORDERS** that Chaitons LLP (“Chaitons”), counsel to the Trustee, is hereby authorized to insert into each draft vesting order the following information:

- (a) the name(s) of the purchaser(s) or their nominees in the first preamble paragraph of each draft vesting order and in Schedule “A” to each draft vesting order (the Trustee’s Certificate); and
- (b) the legal description of the applicable Purchased Assets on Schedule “B” to each draft vesting order.

4. **THIS COURT ORDERS** that, upon completion of a draft vesting order by Chaitons with respect to each of the remaining 33 Sold Units in accordance with paragraph 2 hereof (a "Completed Vesting Order"), a representative of Chaitons shall present each Completed Vesting Order to the Registrar of the Ontario Superior Court of Justice (Commercial List), along with a certificate signed by the Trustee confirming the name(s) of the purchaser(s) and the legal description of the property contained in the Completed Vesting Order. The Registrar is authorized, empowered and directed to sign, issue and enter each Completed Vesting Order as presented to it by Chaitons.

#### **APPROVAL OF SECOND REPORT AND ACTIVITIES**

5. **THIS COURT ORDERS** that the Second Report, and the conduct and activities of the Trustee as set out in the Second Report, be and are hereby approved.

#### **SEALING**

6. **THIS COURT ORDERS** that Confidential Appendix 1 to the Third Report is hereby sealed and shall not form part of the public record pending further order of the Court.

#### **DISTRIBUTION TO LAURENTIAN BANK OF CANADA**

7. **THIS COURTS ORDERS** that the Trustee is hereby authorized and directed to make an interim distribution of \$14 million to Laurentian Bank of Canada.

#### **TRUSTEE TO RETAIN \$5.4 MILLION**

8. **THIS COURTS ORDERS** that the Trustee is hereby authorized and directed to retain \$5.4 million in an interest bearing account in respect of lien claims pending further order of the Court.

**APPROVAL OF FEES AND DISBURSEMENTS**

9. **THIS COURT ORDERS** that the fees and disbursements of CBTL and the Trustee for the period November 18, 2014 to June 30, 2015, as described in the Third Report and the Tannenbaum Affidavit, are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of counsel to 144 Park Ltd. ("144") and the Trustee, Chaitons, for the period December 15, 2014 to June 30, 2015, as described in the Third Report and the Poliak Affidavit, are hereby approved.

11. **THIS COURT ORDERS** that the fees and disbursements of counsel to 144 and the Trustee, Harris Sheaffer LLP, for the period January 2, 2015 to July 24, 2015, as described in the Third Report and the Katz Affidavit, are hereby approved.

**UNSOLD UNITS**

12. **THIS COURT ORDERS** that the Trustee is authorized to retain and engage Mint Realty Inc. Brokerage to market any of the Unsold Units (as defined in the Third Report) on the terms of the Mint Realty Proposal (as defined in the Third Report).

13. **THIS COURT ORDERS** that the Trustee is authorized to sell, convey or transfer the Unsold Units or any part of parts thereof without approval of the Court if:

(a) the purchase price of the sale transaction is at least 95% of the listing price for the residential unit; or

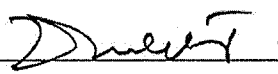
(b) the Trustee has obtained the written consent of the first mortgagee of the Property,

otherwise with approval of the Court.



**NELCO**

14. **THIS COURT ORDERS** that Nelco Mechanical Limited ("Nelco") is hereby directed to deliver to the Trustee, within 3 business days of the date of this Order, all manuals, documents, records and information of any kind related to the heating, ventilation and air conditioning system installed by Nelco at the Property.

  
\_\_\_\_\_

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



AUG 0 5 2015

## SCHEDULE "A"

Court File No. CV15-10843-00CL

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

THE HONOURABLE	)	WEDNESDAY, THE 5 <sup>TH</sup> DAY
	)	
JUSTICE	)	OF AUGUST, 2015

**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**

**VESTING ORDER**

THIS MOTION made by Collins Barrow Toronto Limited, in its capacity as Court-appointed trustee over the lands and premises known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "Trustee") for an order vesting in \_\_\_\_\_ (the "Purchaser") the right, title and interest of 144 Park Ltd. (the "Debtor") in and to the property described in Schedule "B" hereto (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Third Report of the Trustee dated July 30, 2015 (the "Third Report") and the Appendices thereto, and on hearing the submissions of counsel for the Trustee:

1. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "Trustee's Certificate"), all of 144's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, construction liens, certificates of action, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny dated January 22, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

2. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Kitchener (Waterloo) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Purchased Assets identified in

Schedule "B" hereto in fee simple, and is hereby directed to delete and expunge from title to the Purchased all of the Claims listed in Schedule "C" hereto.

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

4. **THIS COURT ORDERS AND DIRECTS** the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof.

5. **THIS COURT ORDERS** that, notwithstanding:

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable

transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

6. **THIS COURT ORDERS AND DECLARES** that the sale of the Purchased Assets is exempt from the application of the *Bulk Sales Act* (Ontario).

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

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Schedule "A" – Form of Trustee's Certificate

Court File No. CV15-10843-00CL

*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

TRUSTEE'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice dated January 22, 2015, Collins Barrow Toronto Limited was appointed as trustee over the lands and premises known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended.

B. Pursuant to an Order of the Court dated August 5, 2015 (the "Vesting Order"), the Court provided for the vesting in \_\_\_\_\_ (the "Purchaser") of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the purchase price for the Purchased Assets; and (ii) the transaction has been completed to the satisfaction of the Trustee.

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

**THE TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Trustee has received the purchase price for the Purchased Assets; and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**COLLINS BARROW TORONTO LIMITED,**  
in its capacity as Trustee of the Property, and  
not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**Schedule "B" – Purchased Assets**



## Schedule "C" – Claims to be deleted and expunged from title to Purchased Assets

Instrument No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
WR611290	May 2, 2011	Notice	\$2	Allen Street Holdings Inc.	Allen Street Holdings Inc., 2184038 Ontario Inc., 144 Park Ltd., COB GP Inc.
WR639367	September 1, 2011	Transfer	\$2,200,000	144 Park Ltd.	Allen Street Holdings Inc.
WR639368	September 1, 2011	Charge	\$8,500,000	144 Park Ltd.	Aviva Insurance Company of Canada
WR639369	September 1, 2011	Charge	\$3,000,000	144 Park Ltd.	Allen Street Holdings Inc.
WR660381	December 13, 2011	Charge	\$2,887,696	144 Park Ltd.	MarshallZehr Group Inc.
WR690395	May 25, 2012	Charge	\$40,000,000	144 Park Ltd.	Laurentian Bank of Canada
WR690396	May 25, 2012	No Assgn Rent Gen		144 Park Ltd.	Laurentian Bank of Canada
WR690416	May 25, 2012	Postponement		Allen Street Holdings Inc.	Laurentian Bank of Canada
WR690422	May 25, 2012	Postponement		Aviva Insurance Company of Canada	Laurentian Bank of Canada
WR690423	May 25, 2012	Postponement		MarshallZehr Group Inc.	Laurentian Bank of Canada
WR759234	June 13, 2013	APL Absolute Title		144 Park Ltd.	
WR847447	October 24, 2014	Construction Lien	\$301,592	Global Fire Protection Ltd.	
WR849030	October 31, 2014	Construction Lien	\$88,883	694643 Ontario Limited cob as O'Connor Electric	

- 2 -

Instrument No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
WR854810	December 1, 2014	Construction Lien	\$537,286	J & I Gaweda Construction Ltd.	
WR854978	December 2, 2014	Construction Lien	\$26,889	Bast Home Comfort Inc.	
WR856621	December 10, 2014	Certificate of Action		Global Fire Protection Ltd.	144 Park Ltd., Aviva Insurance Company of Canada, Allen Street Holdings Ltd., Laurentian Bank of Canada, MarshallZehr Group Inc.
WR856756	December 11, 2014	Construction Lien	\$328,260	Frendel Kitchens Limited	
WR857239	December 12, 2014	Construction Lien	\$436,314	T.I.C. Contracting Ltd.	
WR857322	December 15, 2014	Construction Lien	\$188,393	Global Precast Inc.	
WR857462	December 15, 2014	Construction Lien	\$110,716	2050491 Ontario Inc. o/a The Downsview Group	
WR857468	December 15, 2014	Construction Lien	\$104,009	Sam Tortola Enterprises Inc.	
WR857793	December 16, 2014	Construction Lien	\$15,870	CRS Contractors Rental Supply General Partner Inc.	
WR857850	December 16, 2014	Construction Lien	\$83,436	Adlers Main Tile & Carpet Co. Ltd.	
WR858473	December 19, 2014	Construction Lien	\$30,851	Turner Fleischer Architects Inc.	
WR858748	December 19, 2014	Construction Lien	\$46,043	Hammerschlag & Joffe Inc.	
WR858991	December 22, 2014	Construction Lien	\$345,952	Sereen Painting Ltd.	

Instrument No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
WR859188	December 23, 2014	Construction Lien	\$176,771	Weston Flooring Limited	
WR859941	December 30, 2014	Construction Lien	\$32,381	Great Pyramid Aluminum Ltd.	
WR860525	January 5, 2015	Construction Lien	\$139,287	Adlers Main Tile & Carpet Co. Ltd.	
WR860757	January 6, 2015	Certificate of Action		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 Ltd., Aviva Insurance Company of Canada, Laurentian Bank of Canada
WR861891	January 13, 2015	Certificate of Action		Bast Home Comfort Inc.	
WR862054	January 14, 2015	Certificate of Action		J & I Gaweda Construction Ltd.	
WR862055	January 14, 2015	Certificate of Action		Global Fire Protection Ltd.	144 Park Ltd., Aviva Insurance Company of Canada, Allen Street Holdings Ltd., Laurentian Bank of Canada, MarshallZehr Group Inc.
WR862500	January 16, 2015	Certificate of Action		694643 Ontario Limited	
WR863268	January 21, 2015	Certificate of Action		Turner Fleischer Architects Inc.	Mady Contract Division Ltd., Mady Contract Division (2009) Ltd., Mady

Instrument No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
					Development Corporation, 144 Park Ltd., Aviva Insurance Company of Canada, Allen Street Holdings Inc., MarshallZehr Group Inc., Laurentian Bank of Canada
WR863291	January 21, 2015	Construction Lien	\$113,328	Brody Wall System Ltd.	
WR863296	January 21, 2015	Certificate of Action		T.I.C. Contracting Ltd.	
WR863658	January 23, 2015	Construction Lien	\$4,258	Skyway Canada Limited	
WR863814	January 23, 2015	Construction Lien	\$210,190	DKS Stone Fabrication & Design Inc.	
WR863820	January 23, 2015	APL Court Order		Ontario Superior Court of Justice (Commercial List)	Collins Barrow Toronto Limited
WR864339	January 28, 2015	Construction Lien	\$752,632	Clonard Group Inc.	
WR864365	January 28, 2015	Certificate of Action		Hammerschlag & Joffe Inc.	
WR864655	January 29, 2015	Construction Lien	\$260,447	Aluminum Window Design Installations Inc.	
WR865440	February 2, 2015	Certificate of Action		Great Pyramid Aluminum Ltd.	144 Park Ltd.
WR865713	February 4, 2015	Certificate of Action		Global Precast Inc.	144 Park Ltd., Mady Contract Division (2009) Ltd., Aviva Insurance Company of Canada, Allen Street Holdings Ltd., MarshallZehr Group

Instrument No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
					Inc., Laurentian Bank of Canada
WR865936	February 5, 2015	Certificate of Action		Adlers Main Tile & Carpet Co. Ltd.	
WR866373	February 9, 2015	Certificate of Action		2050491 Ontario Inc.	144 Park Ltd., Mady Contract Division (2009) Ltd., Aviva Insurance Company of Canada, Allen Street Holdings Ltd., MarshallZehr Group Inc., Laurentian Bank of Canada
WR867197	February 13, 2015	Certificate of Action		Weston Flooring Limited	
WR867757	February 19, 2015	Certificate of Action		Screen Painting Ltd.	
WR868712	February 26, 2015	Certificate of Action		Sam Tortola Enterprises Inc.	
WR870655	March 11, 2015	Certificate of Action		Aluminum Window Design Installations Inc.	
WR870768	March 12, 2015	Certificate of Action		CRS Contractors Rental Supply General Partner Inc.	
WR870844	March 12, 2015	Certificate of Action		Brody Wall System Ltd.	144 Park Ltd.
WR874856	April 8, 2015	Certificate of Action		DKS Stone Fabrication & Design Inc.	144 Park Ltd., Mady Development Corporation, Mady Contract Division (2009) Ltd., Mady Contract Division Ltd., Aviva Insurance Company of Canada, Allen Street Holdings Inc., MarshallZehr Group

Instrument No.	Registration Date	Instrument Type	Amount	Parties From	Parties To
					Inc., Laurentian Bank of Canada
WR875305	April 10, 2015	Certificate of Action		Skyway Canada Limited	

**Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Purchased Assets**

**(unaffected by the Vesting Order)**

<b>Instrument No.</b>	<b>Registration Date</b>	<b>Instrument Type</b>	<b>Amount</b>	<b>Parties From</b>	<b>Parties To</b>
WR625222	July 7, 2011	Notice	\$2	The Corporation of the City of Waterloo	Allen Street Holdings Inc.
WR655113	November 17, 2011	Notice		The Corporation of the City of Waterloo	144 Park Ltd.
WR666363	January 18, 2012	Transfer Easement	\$2	144 Park Ltd.	Rogers Cable Communications Inc.
58R17836	June 13, 2013	Plan Reference			
58R18116	February 7, 2014	Plan Reference			
58R18429	November 27, 2014	Plan Reference			
WR856168	December 8, 2014	Notice		The Corporation of the City of Waterloo	144 Park Ltd.
WR864508	January 29, 2015	Transfer Easement	\$2	144 Park Ltd.	Waterloo North Hydro Inc.
WR867313	February 17, 2015	Notice	\$2	The Regional Municipality of Waterloo	
WR876062	April 16, 2015	Notice	\$2	144 Park Ltd.	One 55 Mady Ltd.
WCP591	May 25, 2015	Standard Condo Plan			
WR882241	May 25, 2015	Condo Declaration		144 Park Ltd.	

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. CV15-10843-00CL

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

Proceedings commenced at Toronto

**ORDER**

**CHATTONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**



# APPENDIX "B"



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #58

PAGE 1 OF 6  
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23591-0259 (IT)

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

**PROPERTY DESCRIPTION:**

UNIT 10, LEVEL 7, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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.  
CONDOMINIUM FROM 22417-0152

**FEE SIMPLE**

LT ABSOLUTE PLUS

**OWNERS' NAMES**

CAPACITY SHARE  
ROWN

144 PARK LTD.

PIN CREATION DATE:  
2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **						
**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
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.	MARSHALLZEHR 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
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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.

\* 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
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639968 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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 GAMEDA 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
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

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23591-0259 (LF)

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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	SREEN 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		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR855756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854810

REMARKS: WR847447

REMARKS: WR849030

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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LAND  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 6  
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23591-0259 (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
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T.I.C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARRON TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2,144	PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

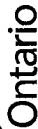
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

23591-0259 (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
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863614				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	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.



23591-0259 (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
WCP591	2015/05/25	STANDARD CONDO PIN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C

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LAND REGISTRY OFFICE #58

23591-0081 (LIT)

PAGE 1 OF 6  
PREPARED FOR Defintol  
ON 2016/07/15 AT 16:34:01

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION: UNIT 36, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST, SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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 CONDOMINIUM FROM 22417-0152  
LT ABSOLUTE PLUS LT ABSOLUTE PLUS CAPACITY SHARE  
OWNERS' NAMES: ROWN  
144 PARK LTD.

EIN CREATION DATE:  
2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERV/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **						
**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
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.	MARSHALLZEHR 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
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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



23591-0081 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER  
 \* 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
WR690422	2012/05/25	POSTPONEMENT REMARKS: WR639368 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		GLOBAL FIRE PROTECTION LTD.		C
WR847447	2014/10/24	CONSTRUCTION LIEN	\$301,592			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
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	BAST 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
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 DONNSVIEW GROUP		C
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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

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Ontario ServiceOntario

LAND REGISTRY OFFICE #58

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 6

PREPARED FOR Defintol ON 2016/07/15 AT 16:34:01

23591-0081 (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
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T.I.C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,256	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROR TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLOWARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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23591-0081 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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23591-0081 (LT)

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

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.		C

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# APPENDIX “C”



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #58

23591-0268 (LT)

PAGE 1 OF 6  
PREPARED FOR LynnLee1  
ON 2016/07/15 AT 15:16:04

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

PROPERTY DESCRIPTION:

UNIT 9, LEVEL 8, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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:

CONDOMINIUM FROM 22417-0152

FEE SIMPLE

CAPACITY SHARE

LT ABSOLUTE PLUS

ROWN

OWNERS' NAMES

144 PARK LTD.

144 PARK LTD.

ALLEN STREET HOLDINGS INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHFD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **</b>						
		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
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.	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
		REMARKS: WR690395.				
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639369 TO WR690395				

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23591-0258 (LIT)

\* 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/CHRD
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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 GAMEDA 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
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

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23591-0268 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

\* 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
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	SERBEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR858756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854810

REMARKS: WR847447

REMARKS: WR849030

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 6

PREPARED FOR LynnLee1  
ON 2016/07/15 AT 15:16:04

23591-0268 (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/CHRD
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.		C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.	WATERLOO NORTH HYDRO INC.	C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 5 OF 6  
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23591-0268 (LF)

\* 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/ CHED
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED	AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SEREN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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23591-0268 (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
WCF591	2015/05/25	STANDARD CONDO PLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA  MARSHALLZEHR GROUP INC.		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 6  
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ON 2016/07/15 AT 15:16:46

23591-0394 (LT)

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

PROPERTY DESCRIPTION:

UNIT 34, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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

CONDOMINIUM FROM 22417-0152

LT ABSOLUTE PLUS

CAPACITY SHARE

OWNERS' NAMES

ROWN

144 PARK LTD.

PIN CREATION DATE:  
2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHFD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **						
**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. COE GP INC.	C
WR625222	2011/07/07	NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.	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.	MARSHALLZHR 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 ASSIGN RENT GEN		144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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23591-0394 (LT)

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

\* 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
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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
WR854978	2014/12/02	CONSTRUCTION LIEN	\$36,889	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
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

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0394 (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
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		EAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

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23591-0394 (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
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)		C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.	COLLINS BARRON TORONTO LIMITED	C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863914				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 6 OF 6  
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23591-0394 (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
WCF591	2015/05/25	STANDARD CONDO PLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C

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23591-0438 (LT)

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

PROPERTY DESCRIPTION: UNIT 78, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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 CONDOMINIUM FROM 22417-0152  
LT ABSOLUTE PLUS EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE \*\*  
OWNERS' NAMES: CARACITY SHARE  
144 PARK LTD. ROWN

PIN CREATION DATE:  
2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **</b>						
**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
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.	MARSHALLZBEHR 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
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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23591-0438 (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	CRET/ CHRD
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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
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
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

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0438 (LF)

\* 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
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR855756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854810

REMARKS: WR847447

REMARKS: WR849030

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0438 (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/ CHED
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLOWARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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23591-0438 (LP)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHED
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0438 (LIT)

\* 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/ CHED
WCF591	2015/05/25	STANDARD CONDO FLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C

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# APPENDIX “D”



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23591-0269 (LT)

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

PROPERTY DESCRIPTION:

UNIT 10, LEVEL 8, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST, SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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:

CONDOMINIUM FROM 22417-0152

FEE SIMPLE

LT ABSOLUTE PLUS

OWNERS' NAMES

CAPACITY SHARE

ROW

EIN CREATION DATE:

2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **						
**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
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.	MARSHALLZEHR 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
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR690422	2012/05/25	POSTPONEMENT REMARKS: WR639368 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				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
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	BAST 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
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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR855755  
REMARKS: CERTIFICATE OF ACTION RE WR854978  
REMARKS: WR854810  
REMARKS: WR847447  
REMARKS: WR849030

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863296	2015/01/21	CERTIFICATE		T.I.C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARRON TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.		C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.	WATERLOO NORTH HYDRO INC.	C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				C
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				C
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SCREEN PAINTING LTD.		C
		REMARKS: WR858991				C
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				C
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				C
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				C
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				C
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				C
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				C
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 6 OF 6

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ON 2016/07/15 AT 16:34:38

23591-0269 (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
WCP591	2015/05/25	STANDARD CONDO PLAN		144 PARK LTD.		C
WR882441	2015/05/25	CONDO DECLARATION		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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23591-0037 (LT)

PAGE 1 OF 6  
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\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION:

UNIT 37, LEVEL 1, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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

CONDOMINIUM FROM 22417-0152

LT ABSOLUTE PLUS

PIN CREATION DATE:

OWNERS' NAMES

CAPACITY SHARE

144 PARK LTD.

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **</b>						
		<b>**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. **</b>				
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
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.	MARSHALLZEHR 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
		REMARKS: WR690395.				
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639369 TO WR690395				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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23591-0037 (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
WR690422	2012/05/25	POSTPONEMENT REMARKS: WR639368 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				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
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	BAST 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
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

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23591-0037 (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
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	SERBEN 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
WR861891	2015/01/13	CERTIFICATE		EAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR856756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854610

REMARKS: WR847447

REMARKS: WR849030

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23591-0037 (If)

\* 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
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T.I.C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARRON TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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PAGE 5 OF 6  
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23591-0037 (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
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED		C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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23591-0037 (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
WCP591	2015/05/25	STANDARD CONDO PLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0073 (LF)

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

SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN

**PROPERTY DESCRIPTION:**

UNIT 28, LEVEL 2, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; CITY OF WATERLOO

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

**PROPERTY REMARKS:**

RECENTLY:

CONDOMINIUM FROM 22417-0152

CAPACITY SHARE

ROWN

PIN CREATION DATE:

2015/05/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **</b>						
**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. 2164038 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
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.	MARSHALLZEHR 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 ASSIGN RENT GEN		144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR590422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR590395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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 GAMEDA CONSTRUCTION LIMITED		C
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	BAST 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	\$110,715	2050491 ONTARIO INC. O/A THE DOWNSVIEW GROUP		C
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

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PAGE 3 OF 6

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23591-0073 (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
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	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.





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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 6

PREPARED FOR DeFintol  
ON 2016/07/15 AT 16:35:44

23591-0073 (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
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863296	2015/01/21	CERTIFICATE		T.I.C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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23591-0073 (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/CHRD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR86812	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 6 OF 6

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ON 2016/07/15 AT 16:35:44

23591-0073 (LIT)

\* 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
WCF591	2015/05/25	STANDARD CONDO PLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR590395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.		C

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

**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**

**NOTICE OF MOTION**

(re Parking Matters)  
(returnable October 5, 2015)

**COLLINS BARROW TORONTO LIMITED ("CBTL")**, in its capacity as Court-appointed *Construction Lien Act* (Ontario) trustee in this proceeding (the "Trustee") will make a motion to a Judge of the Commercial List on October 5, 2015 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

**THE MOTION IS FOR:**

- (a) advice and direction of the Court with respect to the Trustee's ability, if necessary, to terminate agreements of purchase and sale ("APS") due to there being insufficient parking units at the 144 Park Project (as defined below);
- (a) an Order vesting in One 55 Mady Ltd. ("One 55") all of the right, title, and interest of 144 Park Ltd. ("144") in and to lands bearing PINs 22417-0135 and 22417-0153, free and clear of all claims and encumbrances; and
- (b) such further and other relief as counsel may request and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

**Background**

1. On January 22, 2015, CBTL was appointed as Trustee under the *Construction Lien Act* (Ontario) with respect to lands and premises owned by 144, known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario, and legally described in Schedule "A" to the Appointment Order (the "Property") pursuant to the Order of Mr. Justice Penny dated January 22, 2015 (the "Appointment Order").
2. Pursuant to the Appointment Order, the Trustee was authorized to, among other things:
  - (a) act as receiver and manager of the Property;
  - (b) take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property; and

- (c) complete the existing agreements of purchase and sale for the 128 pre-sold condominium units and related parking units and storage units that form part of the Property.
- 3. The Property was developed by 144 and a 19 story residential condominium project was constructed on parts of the Property (the **"144 Park Project"**).
- 4. The condominium Declaration for the 144 Park Project was registered on May 25, 2015. The 144 Park Project contains, among other things, 148 condominium units, 149 permanent parking units, and 10 shared units that can be used, for now, as temporary parking units (collectively, the **"Temporary Parking Units"**).

**Sale Transactions**

- 5. Prior to the commencement of this proceeding, 144 entered into APSs with respect to 128 of the 148 condominium units (collectively, the **"Sold Units"**). There remain 20 unsold condominium units (collectively, the **"Unsold Units"**).
- 6. 144 agreed to convey 154 parking units to the purchasers of the Sold Units, notwithstanding that there are only 149 permanent parking units in the 144 Park Project. No parking units were allocated by 144 to the Unsold Units.
- 7. It was intended that parking units would be available to residents in the 144 Park Project in the second residential condominium tower (the **"155 Uptown Project"**) that was to be built by One 55, a company related to 144, on the lands adjacent to the 144 Park Project.
- 8. The Trustee has closed sale transactions with respect to 97 of the 128 Sold Units, which resulted in 98 of the 149 permanent parking units being conveyed to purchasers.

9. There currently are 51 parking units in the 144 Park Project that are available to be conveyed to purchasers on closing.

#### Parking Options

10. 31 of the 128 transactions with respect to the Sold Units have not closed to date, two of which have been terminated as a result of purchaser defaults (the "**Terminated Sale Transactions**").
11. To complete the remaining 29 sale transactions according to the terms of the APSs, the Trustee would be required to convey 42 parking units to the purchasers. Of the 29 sale transactions, there are 13 transactions where the purchaser agreed to purchase two parking units (collectively, the "**Remaining Two Parking Unit Purchasers**").
12. Proceeding in this manner would result in only nine (9) parking units being available to be conveyed to purchasers of the 20 Unsold Units and the two units related to the Terminated Sale Transactions.
13. If each of the Remaining Two Parking Unit Purchasers agrees to only purchase one parking unit, then there will be sufficient parking units available to allocate one parking unit to each of the 20 Unsold Units and the two units related to the Terminated Sale Transactions.
14. The Trustee has obtained the opinion of Mint Realty, an experienced real estate broker in the Kitchener/Waterloo area, that it would be extremely difficult to sell the Unsold Units without parking, and even in a best case scenario where the 20 Unsold Units were sold, it



- is expected there would be a material reduction in the realizable value of the Unsold Units in excess of \$3.0 million to the detriment of the mortgagees of the 144 Park Project.
15. MarshallZehr Group Inc. and Laurentian Bank of Canada, two of the mortgagees of the 144 Park Project, do not support the Trustee taking steps to sell the Unsold Units without each unit having one parking unit allocated to it.
  16. The Trustee has discussed the parking shortage with impacted purchasers and has considered a number of proposed solutions. The Trustee has expended significant time and energy in an attempt to find a solution for the parking situation at the 144 Park Project. Unfortunately, there appears to be no solution that is acceptable to all affected parties.
  17. In the circumstances, the Trustee is of the view that the only viable option is that the Trustee be granted the authority by the Court to, if necessary, terminate the APSs with the Remaining Two Parking Unit Purchasers.
  18. Before taking any steps to terminate agreements, the Trustee would confirm whether the Remaining Two Parking Unit Purchasers would be prepared to close the sale transaction with one parking unit.
  19. The Trustee would also enquire of the Remaining Two Parking Unit Purchasers whether they have an interest in leasing a Temporary Parking Unit until such time as the Temporary Parking Units are no longer available due to the construction of the 155 Uptown Project.

20. The Trustee would also put such purchasers in contact with Mint Realty regarding discussing the possibility of purchasing a parking unit in the 155 Uptown Project from the developer that is currently negotiating to purchase the lands from One 55 and develop the project.
21. If the 155 Uptown Project does not proceed, the Temporary Parking Units may be converted to permanent parking units by amending the Declaration to provide for this change. In this event, these parking units would be sold to the interested purchasers.

#### Vesting Order

22. 144 is the owner of lands bearing PINs 22417-0135 and 22417-0153, which are subject to this proceeding (collectively, the “Excess Lands”). The Excess Lands are adjacent to, and do not form part of, the 144 Park Project.
23. The Region of Waterloo required, as a condition to approving the Declaration for the 144 Park Project, that the Trustee agree to transfer the Excess Lands to One 55. The lands are to be used as rights of way, easements and pedestrian and vehicular ingress and egress between the 144 Park Project and the 155 Uptown Project, if/when constructed.
24. The Excess Lands are not available for use as parking for the 144 Park Project and, in accordance with the undertaking it provided to the Region of Waterloo, the Trustee is requesting that the Court grant an order vesting the Excess Lands in One 55, free and clear of all claims and encumbrances.

#### General

25. The Fourth Report of the Trustee dated September 25, 2015 (the “Fourth Report”).

26. Paragraph 31 of the Appointment Order.
27. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
28. The inherent jurisdiction of the Court.
29. Such other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Fourth Report and the appendices annexed thereto; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

September 25, 2015

**CHAITONS LLP**  
Barristers and Solicitors  
5000 Yonge Street, 10th Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton** (LSUC # 21592F)  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos** (LSUC # 51399S)  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**

**TO: THE SERVICE LIST**

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. CV15-10843-00CL

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

Proceedings commenced at Toronto

**NOTICE OF MOTION**  
(re Parking Matters)  
(returnable October 5, 2015)

**CHATONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**

# APPENDIX "F"

Court File No. CV15-10843-00CL

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

THE HONOURABLE MR. )

FRIDAY, THE 16<sup>th</sup> DAY

JUSTICE NEWBOULD )

OF OCTOBER, 2015

**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**

**ORDER**

(re Motion for Advice and Directions)

**THIS MOTION** made by Collins Barrow Toronto Limited, in its capacity as Court-appointed trustee over the lands and premises known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "**Trustee**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Fourth Report of the Trustee dated September 25, 2015 and the Appendices thereto, and the Supplement to the Fourth Report of the Trustee dated October 13, 2015 and the Appendices thereto, and on hearing the submissions of counsel for the Trustee and other

counsel listed on the Counsel Slip, no one else from the service list appearing although duly served as appears from the affidavits of service of Lynn Lee sworn September 28, 2015 and October 14, 2015, filed,

1. **THIS COURT ORDERS** that the Trustee is hereby authorized to terminate or disclaim, if necessary, the agreements of purchase and sale entered into between 144 Park Ltd. and the following purchasers with respect to the listed units:

- (a) Radulovic, unit 609
- (b) Pollard, unit 802
- (c) Lam and Chac, unit 1102
- (d) Woodhouse, unit 1310
- (e) Coghill, unit 1801
- (f) McEachnie, unit 1803
- (g) Martin-Guy, unit 1902

2. **THIS COURT ORDERS** that the authorization granted to the Trustee pursuant to paragraph 1 hereof is entirely without prejudice to any position that Oliver Romaniuk, Duncan, Linton and Lenczner Slaght may take in respect of the relief sought by the Trustee against them or their clients.

RECEIVED AT THE OFFICE OF THE REGISTRAR  
ON OCTOBER 19, 2015  
LE 1156-512-11-00000000

OCT 19 2015

  
Giuseppe Di Pietro  
Registrar

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. CV15-10843-00CL

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

Proceedings commenced at Toronto

**ORDER**

(re Motion for Advice and Directions)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**



# APPENDIX "G"

Court File No. CV15-10843-00CL

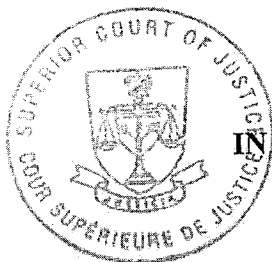
**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MADAM )

THURSDAY, THE 3<sup>rd</sup> DAY

M E S B H R  
JUSTICE CONWAY )

OF DECEMBER, 2015



**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**

**ORDER**

(re Distributions and Other Matters)

**THIS MOTION** made by Collins Barrow Toronto Limited, in its capacity as Court-appointed trustee over the lands and premises known municipally as 142, 144 and 148 Park Street and 21 Allen Street West, Waterloo, Ontario (the "**Property**") pursuant to section 68(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended (the "**Trustee**"), was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Sixth Report of the Trustee dated November 30, 2015 (the "**Sixth Report**"), and on hearing the submissions of counsel for the Trustee and other counsel listed on

the Counsel Slip, no one else from the service list appearing although duly served as appears from the affidavit of service of Lynn Lee sworn December 1, 2015, filed,

### **SERVICE**

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

### **REMAINING UNITS**

2. **THIS COURT ORDERS** that the Trustee is authorized to retain and engage Mint Realty Inc. Brokerage to market the Remaining Units (as defined in the Sixth Report) on the terms of the Mint Realty Proposal (as defined in the Sixth Report).

3. **THIS COURT ORDERS** that the Trustee is authorized to sell, convey or transfer the Remaining Units without approval of the Court if:

- (a) the purchase price of the sale transaction is at least 95% of the listing price for the applicable residential unit; or
- (b) the Trustee has obtained the written consent of the first mortgagee of the Property or its assignee to the sale price,

otherwise with approval of the Court.

### **DISTRIBUTION TO CONSTRUCTION LIEN CLAIMANTS**

4. **THIS COURT ORDERS** that the Trustee is authorized to make distributions in the aggregate sum of \$305,237.54 to those construction lien claimants, and in the amounts referenced, listed in **Schedule "A"** hereto, on account of the entitlements of such construction

lien claimants for the deficiency in the holdbacks required to be retained pursuant to the *Construction Lien Act* (Ontario).

5. **THIS COURT ORDERS** that the funds to be distributed by the Trustee pursuant to paragraph 4 hereof shall be withdrawn from the funds being held by the Trustee in an interest bearing account pursuant to paragraph 8 of the Order of Mr. Justice Newbould dated August 5, 2015 (the “Reserve”).

#### **DISTRIBUTIONS TO LAURENTIAN BANK OF CANADA**

6. **THIS COURTS ORDERS** that the Trustee is hereby authorized and directed to distribute the net sale proceeds of the Property (other than the Reserve) to Laurentian Bank of Canada (the “Bank”) or its assignee up to the amount of the Bank’s secured indebtedness without further Order of this Court.

#### **PRIORITY MATTERS**

7. **THIS COURT ORDERS** that matters related to the Reserve and any priority dispute between the mortgagees of the Property and construction lien claimants shall be determined pursuant to the terms of an Order to be obtained either on consent of the parties at a 9:30 am chambers appointment or, if necessary, at the hearing of a motion to be brought by the Trustee on at least seven (7) days’ notice to the parties on the service list.

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



DEC 03 2015

## SCHEDULE "A"

CONSTRUCTION LIEN CLAIMANT	AGREED TO OUTSTANDING HOLDBACK AMOUNT
Bast Home Comfort Inc.	\$ 10,182.84
Frendel Kitchens Limited	24,471.54
CRS Contractors Rental Supply General Partner Inc.	15,869.50
Hammerschlag & Joffe Inc.	13,721.79
Adlers Main Tile & Carpet Co. Ltd.	86,000.00
Brody Wall System Ltd.	26,000.00
Skyway Canada Ltd.	4,857.84
Clonard Group Inc.	124,134.03

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. CV15-10843-00CL

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

Proceedings commenced at Toronto

**ORDER**  
(re Distributions and  
Other Matters)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**

# APPENDIX "H"



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #58

23591-0350 (LT)

PAGE 1 OF 6  
PREPARED FOR LynnLee1  
ON 2016/07/15 AT 15:13:37

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

PROPERTY DESCRIPTION:

UNIT 1, LEVEL 18, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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:

CONDOMINIUM FROM 22417-0152

PIN CREATION DATE:

2015/05/25

LT ABSOLUTE PLUS

CAPACITY SHARE

OWNERS' NAMES

144 PARK LTD.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **				
**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
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.	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 ASSIGN RENT GEN		144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR690395.						
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 6

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23591-0350 (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
WR890422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR690395				
WR890423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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
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
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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR855756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854810

REMARKS: WR847447

REMARKS: WR849030

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23591-0350 (LF)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARRON TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLOWARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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23591-0350 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED	ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SEREN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WCPS91	2015/05/25	STANDARD CONDO PIN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA MARSHALZEHHR GROUP INC.		C

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PAGE 1 OF 6  
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23591-0400 (LF)

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

**PROPERTY DESCRIPTION:**

UNIT 40, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR682241; 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,  
CONDOMINIUM FROM 22417-0152  
PIN CREATION DATE:  
2015/05/25

**FEE SIMPLE**

**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 AND DELETED INSTRUMENTS SINCE: 2015/05/25 **					
**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
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.	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 REMARKS: WR690395.		144 PARK LTD.	LAURENTIAN BANK OF CANADA		C
WR690416	2012/05/25 POSTPONEMENT REMARKS: WR639369 TO WR690395		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639968 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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
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	PRENDEL KITCHENS LIMITED		C
WR857239	2014/12/12	CONSTRUCTION LIEN	\$436,314	T.I.C. CONTRACTING LTD.		C
WR857322	2014/12/15	CONSTRUCTION LIEN	\$189,393	GLOBAL PRECAST INC.		C
WR857462	2014/12/15	CONSTRUCTION LIEN	\$110,716	2050491 ONTARIO INC. O/A THE DOWNSVIEW GROUP		C
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

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WR858748	2014/12/19	CONSTRUCTION LIEN	\$46,043	HAMMERSCHLAG & JOFFE INC.		C
WR858991	2014/12/22	CONSTRUCTION LIEN	\$345,952	SERREEN 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		PRENDEL 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		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

REMARKS: CERTIFICATE OF ACTION WR855756

REMARKS: CERTIFICATE OF ACTION RE WR854978

REMARKS: WR854810

REMARKS: WR847447

REMARKS: WR849030

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REMARKS: WR858473						
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
REMARKS: WR857299						
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: RE: WR858748						
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
REMARKS: CERTIFICATE OF ACTION - WR859941						
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
REMARKS: WR857322						
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C
REMARKS: CERTIFICATE OF ACTION WR860525 AND WR857850						

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PAGE 5 OF 6  
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ON 2016/07/15 AT 15:14:32

\* 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
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTIOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 6 OF 6

PREPARED FOR LynnLeel  
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23591-0400 (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
WCP591	2015/05/25	STANDARD CONDO PLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
	REMARKS: BY-LAW NO. 1					
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
	REMARKS: BY-LAW NO. 2					
WR891008	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
	REMARKS: BY-LAW NO. 3					
WR891010	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
	REMARKS: BY-LAW NO. 4					
WR953075	2016/05/18	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C
	REMARKS: WR690395.					

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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ON 2016/07/15 AT 15:15:16

23591-0446 (LT)

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

PROPERTY DESCRIPTION: UNIT 86, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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 CONDOMINIUM FROM 22417-0152  
PIN CREATION DATE:  
2015/05/25

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 AND DELETED INSTRUMENTS SINCE: 2015/05/25 **						
		**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
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.	MARSHALLZEHR 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
		REMARKS: WR690395.				
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639369 TO WR690395				

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23591-0446 (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
WR690422	2012/05/25 REMARKS: WR639368 TO WR690395	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
WR690423	2012/05/25 REMARKS: WR660381 TO WR690395	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
58R17836	2013/06/13	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 GAMEDA CONSTRUCTION LIMITED		C
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	BAST 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
WR856755	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
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

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0446 (LF)

\* 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
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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0446 (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
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARRON TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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23591-0446 (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/CHRD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED	ALLEN STREET HOLDINGS LTD. MARSHALLZEH GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEH GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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23591-0446 (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/ CHRD
WCP591	2015/05/25	STANDARD CONDO PLN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 1				
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 2				
WR891008	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 3				
WR891010	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
		REMARKS: BY-LAW NO. 4				
WR953075	2016/05/18	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEBR GROUP INC.	C
		REMARKS: WR690395.				

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# APPENDIX "I"



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 6

PREPARED FOR LynnLeel  
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23591-0358 (LT)

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

PROPERTY DESCRIPTION: UNIT 2, LEVEL 19, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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. PIN CREATION DATE: 2015/05/25

FEE SIMPLE: CONDOMINIUM FROM 22417-0152

LT ABSOLUTE PLUS OWNERS' NAMES: CAPACITY SHARE ROWN  
144 PARK LTD.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD	
		** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **					
		**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	
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.	MARSHALZEHR 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	
		REMARKS: WR690395.					
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C	
		REMARKS: WR690395 TO WR690395					

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23591-0358 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58517836	2013/06/13	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
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
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

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23591-0358 (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
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		EAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 6

PREPARED FOR LynnLee1  
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23591-0358 (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/ CHED
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	
REMARKS: WR858473						
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
REMARKS: WR857259						
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
REMARKS: RE: WR858748						
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
REMARKS: CERTIFICATE OF ACTION - WR859941						
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
REMARKS: WR857322						
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C
REMARKS: CERTIFICATE OF ACTION WR860525 AND WR857850						

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23591-0358 (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
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR8646E5				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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\* 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
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WE690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALZEHR GROUP INC.	C

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23591-0382 (LT)

PAGE 1 OF 6  
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ON 2016/07/15 AT 15:18:54

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

PROPERTY DESCRIPTION: UNIT 22, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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 CONDOMINIUM FROM 22417-0152  
LT ABSOLUTE PLUS CAPACITY SHARE  
OWNERS' NAMES: 144 PARK LTD. ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHGD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **					
**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. COE GP INC.		C
WR625222	2011/07/07 NOTICE	\$2	THE CORPORATION OF THE CITY OF WATERLOO	ALLEN STREET HOLDINGS INC.		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.	MARSHALZEHR 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 ASSIGN RENT GEN REMARKS: WR690395.		144 PARK LTD.	LAURENTIAN BANK OF CANADA		C
WR690416	2012/05/25 POSTPONEMENT REMARKS: WR639369 TO WR690395		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA		C

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23591-0382 (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: WR639368 TO WR690395				
WR690423	2012/05/25	POSTPONEMENT		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	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 GAMEDA CONSTRUCTION LIMITED		C
WR854978	2014/12/02	CONSTRUCTION LIEN	\$26,889	BAST 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
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

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PAGE 3 OF 6

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23591-0382 (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
WR858473	2014/12/19	CONSTRUCTION LIEN	\$30,851	TURNER FLEISCHER ARCHITECTS INC.		C
WR858748	2014/12/19	CONSTRUCTION LIEN	\$46,043	HAMMERSCHLAG & JOPPE INC.		C
WR858991	2014/12/22	CONSTRUCTION LIEN	\$345,952	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		EAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAMEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

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23591-0382 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
					144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.		C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLONARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
					WATERLOO NORTH HYDRO INC.	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.		C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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235591-0382 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859188				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SCREEN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863814				
WR875305	2015/04/10	CERTIFICATE		SKIWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863658				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WCF591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C

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

**PROPERTY DESCRIPTION:**

UNIT 81, LEVEL A, WATERLOO STANDARD CONDOMINIUM PLAN NO. 591 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN WR882241; 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:  
CONDOMINIUM FROM 22417-0152  
PIN CREATION DATE:  
2015/05/25

**FEE SIMPLE**

CONDOMINIUM FROM 22417-0152

**LT ABSOLUTE PLUS**

CAPACITY SHARE

**OWNERS' NAMES**

**144 PARK LTD.**

**OWNERS' NAMES**

CAPACITY SHARE

**144 PARK LTD.**

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2015/05/25 **					
**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
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.	MARSHALZEH 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 ASSIGN RENT GEN			144 PARK LTD.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR690395.						
WR690416	2012/05/25 POSTPONEMENT			ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639369 TO WR690395						

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 6

PREPARED FOR LynnLeel  
ON 2016/07/15 AT 15:20:18

23591-0441 (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
WR690422	2012/05/25	POSTPONEMENT REMARKS: WR639368 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	\$301,592	GLOBAL FIRE PROTECTION LTD.		C
WR847447	2014/10/24	CONSTRUCTION LIEN	\$88,883	694643 ONTARIO LIMITED		C
WR849030	2014/10/31	CONSTRUCTION LIEN	\$537,286	J & I GAWEDA CONSTRUCTION LIMITED		C
WR854810	2014/12/01	CONSTRUCTION LIEN	\$26,889	BAST HOME COMFORT INC.		C
WR854978	2014/12/02	CONSTRUCTION LIEN		THE CORPORATION OF THE CITY OF WATERLOO	144 PARK LTD.	C
WR856168	2014/12/08	NOTICE		GLOBAL FIRE PROTECTION LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. LAURENTIAN BANK OF CANADA MARSHALLZEHR GROUP INC.	C
WR856621	2014/12/10	CERTIFICATE				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
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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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	SERREEN 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
WR861891	2015/01/13	CERTIFICATE		BAST HOME COMFORT INC.		C
WR862054	2015/01/14	CERTIFICATE		J & I GAWEDA CONSTRUCTION LIMITED		C
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.	C
WR862500	2015/01/16	CERTIFICATE		694643 ONTARIO LIMITED		C
WR863268	2015/01/21	CERTIFICATE		TURNER FLEISCHER ARCHITECTS INC.	MADY CONTRACT DIVISION LTD. MADY CONTRACT DIVISION (2009) LTD. MADY DEVELOPMENT CORPORATION	C

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PAGE 4 OF 6  
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23591-0441 (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
WR863291	2015/01/21	CONSTRUCTION LIEN	\$113,328	BRODY WALL SYSTEM LTD.	144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
WR863658	2015/01/23	CONSTRUCTION LIEN	\$4,258	SKYWAY CANADA LIMITED		C
WR863814	2015/01/23	CONSTRUCTION LIEN	\$210,190	DKS STONE FABRICATION & DESIGN INC.		C
WR863820	2015/01/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	COLLINS BARROW TORONTO LIMITED	C
WR864339	2015/01/28	CONSTRUCTION LIEN	\$752,632	CLOWARD GROUP INC.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.	ONTARIO SUPERIOR COURT OF JUSTICE	C
WR864508	2015/01/29	TRANSFER EASEMENT	\$2	144 PARK LTD.	WATERLOO NORTH HYDRO INC.	C
WR864655	2015/01/29	CONSTRUCTION LIEN	\$260,447	ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR865440	2015/02/02	CERTIFICATE		GREAT PYRAMID ALUMINUM LTD.	144 PARK LTD.	C
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.	144 PARK LTD. MADY CONTRACT DIVISION (2009) LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS LTD. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: CERTIFICATE OF ACTION WR857462				
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C
		REMARKS: CERTIFICATE OF ACTION WR859189				
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SEREN PAINTING LTD.		C
		REMARKS: WR858991				
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
		REMARKS: CERTIFICATE OF ACTION WR857468				
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
		REMARKS: WR864655				
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
		REMARKS: WR857793				
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
		REMARKS: WR863291				
WR874856	2015/04/08	CERTIFICATE		DKS STONE FABRICATION & DESIGN INC.	144 PARK LTD. MADY DEVELOPMENT CORPORATION MADY CONTRACT DIVISION (2009) LTD. MADY CONTRACT DIVISION LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
		REMARKS: WR863804				
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
		REMARKS: WR863659				
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
WCP591	2015/05/25	STANDARD CONDO PLAN				C
WR882241	2015/05/25	CONDO DECLARATION		144 PARK LTD.		C
WR891003	2015/07/03 REMARKS: BY-LAW NO. 1	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03 REMARKS: BY-LAW NO. 2	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891008	2015/07/03 REMARKS: BY-LAW NO. 3	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891010	2015/07/03 REMARKS: BY-LAW NO. 4	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR953075	2016/05/18 REMARKS: WR690395.	TRANSFER OF CHARGE		LAURENTIAN BANK OF CANADA	MARSHALLZEHR GROUP INC.	C

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# APPENDIX "J"

Number WR882241  
 CERTIFICATE OF RECEIPT  
 May 25, 2015 11:10  
 Waterloo  
 No. 58 *Katherine Cice*  
 Kitchener Land Registrar

**DECLARATION**  
  
**CONDOMINIUM**  
**ACT, 1998**

WATERLOO CONDOMINIUM PLAN NO.591	
NEW PROPERTY IDENTIFIER'S BLOCK	
RECENTLY : 22417-0134	
DECLARANT : 144 PARK LTD.	
SOLICITOR : HARRIS SHEAFFER LLP	
MARK KAROLY	
ADDRESS:	4100 YONGE STREET SUITE 610
	TORONTO, ONTARIO
	M2P 2B5
PHONE: 416-250-5800	FAX: 416-250-5300
No. OF UNITS <u>461</u>	
FEES : \$70.00 + (\$5.00 x (number of unit) = \$ <u>2375.00</u>	

**THIS DECLARATION** (hereinafter called the **"Declaration"**) is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the **"Act"**), by:

**144 PARK LTD.**  
(hereinafter called the **"Declarant"**)

**WHEREAS:**

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Waterloo, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the **"Description"**) for registration in accordance with the Act and which lands are sometimes referred to as the **"Lands"** or the **"Property"**;
- B. The Declarant has constructed a building upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the building constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I.**

**INTRODUCTORY**

1.1. Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act unless this Declaration specifies otherwise or unless the context otherwise requires and in particular:

- (a) **"Applicable Zoning By-laws"** means the Zoning By-laws, rules or regulations (as amended from time to time) of the City of Waterloo or any governmental authority having jurisdiction;
- (b) **"Barrier Free Parking Units"** means those Parking Units being Units 10 to 15, inclusive, and Unit 18 on Level A, and Unit 18 on Level 3;
- (c) **"Board"** means the Corporation's Board of Directors;
- (d) **"By-Laws"** means the by-laws of the Corporation enacted from time to time;
- (e) **"Car Wash Unit"** means the Unit designated as such in the Declaration of the Tower II Condominium;
- (f) **"Common Elements"** means all the Property, except the Units;
- (g) **"Common Interior Roadway"** means all of the roads, curbs, driveways, sidewalks, walkways and all street lighting therealong, the garage ramps and portions of the driveway aisles on the Lands or any portions thereof which are used for pedestrian and vehicular ingress and/or egress to and from any of the Two Condominiums;
- (h) **"Condominium"** or **"Tower I Condominium"** means the freehold condominium that is a standard condominium that is created by the registration of this Declaration and the **"Corporation"** means the condominium corporation created upon the registration of the Condominium;
- (i) **"Drive Aisle Units"** means Unit 116 on Level 2 and Unit 54 on Level 3;
- (j) **"Guest Suite Unit"** means Unit 36, Level 3;
- (k) **"Knock-out Panel/Drive Aisle Units"** means Units 98 to 101 inclusive on Level A; Units 117 and 118 on Level 2; and Units 55 and 56 on Level 3;
- (l) **"Knock-out Panel Units"** means Unit 115 on Level 2 and Unit 53 on Level 3

- (m) **"Owner"** means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (n) **"Parking Units"** means Units 1 to 65 inclusive, on Level A; Units 9 to 15 inclusive and 29 to 45 inclusive, on Level 1; Units 1 to 25 inclusive, on Level 2; Units 1 to 35 inclusive, on Level 3;
- (o) **"Registration Date"** means the date of the registration of this Declaration;
- (p) **"Residential Units"** means Units 1 to 8 inclusive on Level 1, Units 1 to 9 inclusive, on Level 4; Units 1 to 10 inclusive on Levels 5 to 10 inclusive; Units 1 to 9 inclusive, on Level 11; Units 1 to 10 inclusive on Levels 12 to 14 inclusive; Units 1 to 7 inclusive on Levels 15 to 18 inclusive; Units 1 to 4, inclusive on Level 19;
- (q) **"Rooftop Terrace Units"** means Unit 10 on Level 4 as well as any other unit designated as such in the declaration of the Tower II Condominium;
- (r) **"Rules"** means the Rules passed by the Board;
- (s) **"Shared Facilities"** means certain facilities shared by the Condominium and Tower II, including the Shared Units, Common Interior Roadway, other shared roadways, exhaust fan(s) in underground garage, life safety systems and any other items more particularly set out in the Shared Facilities Agreement;
- (t) **"Shared Facilities Agreement"** or **"SFA"** means the mutual easement and cost-sharing agreement to be entered into between the Condominium and the Tower II Declarant and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Shared Facilities. The term **"Shared Facilities Agreement"** shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Shared Facilities Agreement between the aforementioned parties and/or their respective successors and assigns;
- (u) **"Shared Facilities Costs"** means the aggregate of all costs and expenses incurred in connection with the Shared Facilities, all as provided in the Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expenses assessments attributable to the Shared Facilities (or any portion thereof);
- (v) **"Shared Units"** means the Car Wash Unit, Rooftop Terrace Units, Visitor Parking Units, Knock-out Panel/Drive Aisle Units, Knock-out Panel Units and Drive Aisle Units which shall ultimately be shared and used by or on behalf of the Two Condominiums for pedestrian and vehicular access and egress and for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving both of the Two Condominiums, including, without limitation, the Shared Facilities, in accordance with this Declaration and the Shared Facilities Agreement, the ownership of which shall be ultimately conveyed by the Declarant to the Two Condominiums as tenants-in-common;
- (w) **"Storage Units"** means Units 66 to 97 inclusive, on Level A; Units 16 to 28 inclusive, on Level 1; Units 26 to 114 inclusive, on Level 2; Units 37 to 52 inclusive, on Level 3;
- (x) **"Tower II"** or the **"Tower II Condominium"** means the residential condominium being developed by One 55 Mady Ltd. (the **"Tower II Declarant"**) on the lands to the east of the Tower I Condominium and the **"Tower II Corporation"** means the condominium corporation created upon the registration of the Tower II Condominium;
- (y) **"Tower II Lands"** means the lands included in the Tower II Condominium to be described in the declaration of the Tower II Condominium;
- (z) **"Transfer Date"** means the earlier of:
  - (i) the date upon which all residential units in the Condominium and the Tower II Condominium have been sold and conveyed by the Declarant; and
  - (ii) such earlier date at the Declarant may determine in its sole and unfettered discretion;



- (aa) “Two Condominiums” or “the Project” means the comprehensive development comprised of the Tower I Condominium and the Tower II Condominium, collectively;
- (bb) “Two Corporations” means Tower I Corporation and the Tower II Corporation, collectively;
- (b) “Units” means all portions of the Condominium designated as a unit, collectively, as the context may require;
- (cc) “Visitor Parking Units” means any units designated as such in the Declaration of the Tower II Condominium.

1.2. Act Governs the Lands

The Lands described in Schedule “A” annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3. Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4. Consent of Encumbrancers

The consent of every person having a registered mortgage against the Property or interests appurtenant thereto is contained in Schedule “B” attached hereto.

1.5. Inclusions/Exclusions of Units

It is expressly stipulated and declared that the following items, matters or things are included/excluded from (as the case may be) each of the Units described below, namely:

- (a) Each Residential Unit and Guest Suite Unit *shall include* all pipes, wires, cables, conduits and ducts that supply any service to that particular Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule “C” annexed hereto, and shall specifically include;
  - (i) All electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Units; and
  - (ii) Any branch piping extending to the common pipe risers, but excluding only the common pipe risers;
- (b) Each Residential Unit and Guest Suite Unit *shall exclude*:
  - (i) All mechanical heating and cooling systems and appurtenant equipment providing heating and/or cooling to the Residential Units, Guest Suite Unit and common elements;
  - (ii) All concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Units;
  - (iii) All pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which do not service that particular Unit;
  - (iv) All the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building; and
  - (v) All exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes).
- (c) Each Parking Unit *shall exclude* all fan, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-

conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Parking Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Parking Unit, together with any fire hose cabinets and steel guard rails abutting or affixed to, or hanging from any such columns or walls;

- (d) Each Storage Unit *shall exclude* all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any Unit or to the Common Elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any Storage Unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within or comprise part of the boundaries of any Storage Unit, together with any fire hose cabinets abutting or affixed to, or hanging from any such columns or walls;

1.6. Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the common expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to common expenses shall each be one hundred (100%) percent.

1.7. Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be 8791 Woodbine Avenue, Suite 100, Markham, Ontario, L3R 0P4 or such, other address as the Corporation may by resolution of the Board determine and the Corporation's mailing address shall be 8791 Woodbine Avenue, Suite 100, Markham, Ontario, L3R 0P4. The Corporation's municipal address is 144 Park Street, Waterloo, Ontario.

1.8. Approval Authority Requirements

The following provisions are required by the approval authority to be included in this Declaration:

- (a) The rights and obligations for Common Elements, including but not limited to access lanes, sanitary, storm and water services, and open space/amenity areas, are set out in this Declaration and specifically in Article III and Article V, paragraph 5.3 herein.
- (b) Owners and occupants are advised of the following:
- (i) Due to its proximity to King Street (Regional Road No. 15), Allen Street, and Park Street, projected noise levels on this property exceed the noise level objectives approved by the Regional Municipality of Waterloo and may cause concern to some individuals. Moreover, the Residential Units have been fitted with a forced air-ducted heating system suitably sized and designed to permit the future installation of a central air conditioning system by the occupants.
  - (ii) Due to the proximity of the adjacent industry and commercial uses (e.g., commercial/residential buildings on the Bauer Building site, the Brick Brewery site, and the Tower II Condominium site), sound levels from these facilities may at times be audible.
  - (iii) Due to the proximity to the nearby brewery located at 181 King Street South, projected odour levels on this property may occasionally cause concern to some individuals
- (c) The Corporation is subject to the cost sharing arrangements and easements contained in the Shared Facilities Agreement in accordance with the provisions of this Declaration and specifically Article IX herein.
- (d) The Shared Units shall only be transferred in accordance with paragraph 4.11 herein.

- (e) The Drive Aisle Units, the Knock-out Panel/Drive Aisle Units and the Knock-out Panel Units shall only be transferred in accordance with paragraph 4.11 herein.
- (f) The transfer of the Excess Lands (as defined in Schedule "A" attached hereto) to the Tower II Declarant will be at no cost to the Corporation.
- (g) Until the completion of Tower II, the Declarant shall be required to lease a sufficient number of Drive Aisle Units and Knock-out Panel/Drive Aisle Units to Owners and occupants of Residential Units in the Condominium so that there are a sufficient number of parking spaces in the Condominium available for use by owners and residents of Residential Units in the Condominium, in accordance with paragraphs 4.6 and 4.8.
- (h) The Corporation shall maintain and repair the hardscape/landscape design in front of the main entrance of the Condominium as set out in paragraph 5.3 herein.
- (i) The Corporation shall maintain the public art adjacent to the Property in accordance with paragraph 5.3 herein.
- (j) The Corporation shall maintain all sidewalks, stairs, ramps, driveways, access routes and parking areas on the Property and on public lands between the Property and adjoining public roads in a clear, safe and snow free condition in accordance with paragraph 5.3.
- (k) The Corporation shall be responsible for signage for visitor and barrier free parking if such spaces are owned by the Corporation and used for such purposes, and the visitor parking spaces must not be transferred or leased except at no cost to the Corporation or the Tower II Corporation.

1.9. Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

**ARTICLE II.**

**COMMON EXPENSES**

2.1. Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2. Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-Laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-Laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

2.3. Reserve Fund

- (a) The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act.
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

- (c) However, for the purposes of the Act, this Declaration and/or the Shared Facilities Agreement, any and all portions of the Shared Facilities, not comprising part of the registered description plan of this Condominium shall be deemed to be an "asset" of the Corporation for the purposes of utilizing any of its Reserve Fund(s) in connection with this Corporation's responsibility to share in the cost of repairing and/or replacing the Shared Facilities.

2.4. Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III.

COMMON ELEMENTS

3.1. Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the Common Elements that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation;
- (b) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any Unit or the Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy; or
- (e) would lead to a contravention by the Corporation or by other owners of the Applicable Zoning By-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-laws and/or the Rules.

No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on the Common Elements except for signs marketing or other services by the Declarant and/or its related companies.

3.2. Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-Laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, any other Unit or any other part of the building and, in particular, and without limiting the generality of the foregoing, for the purpose of installing or operating window washing equipment.

3.3. Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.
- (b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the Communication Unit(s), the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.
- (c) This paragraph shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4. Modifications of Common Elements, Assets and Services

(a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 $\frac{2}{3}$ %) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.5. Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant (including, without limitation, the Tower II Declarant) and their respective authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, including the Shared Units for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any Units in the Condominium or in the Tower II Condominium or any other condominiums hereinafter marketed by the Declarant or any of its subsidiaries or affiliates from locations within the Property, from time to time;
- (b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant (including, without limitation, the Tower II Declarant) and their respective authorized agents or representatives shall be entitled to erect and maintain

signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements and within or outside any unsold Units, within the Shared Units, and within and at such other locations and having such dimensions as either the Declarant or the Tower II Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant or the Tower II Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the marketing/sales/construction/customer-service office(s) of the Declarant or the Tower II Declarant and said model suites; and

- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant (including, without limitation, the Tower II Declarant) and their respective authorized agents, representative and/or invitees in and to the Shared Units and over the Common Elements of the Corporation;

until one year after the date that all Residential Units in the Condominium and the Tower II Condominium have been transferred by the Declarant or the Tower II Declarant or the relevant subsidiary or affiliate.

### 3.6. Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Condominium is permitted to be on or about the Common Elements.

## ARTICLE IV.

### UNITS

#### 4.1. General Restrictions

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-Laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt

of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.

- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-Laws, and all agreements authorized by By-law and the Rules.
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements. Notwithstanding the foregoing, the Corporation shall be permitted to place one or more satellite dishes on the roof of the building if required to provide communication and television service to Units in the Condominium.
- (e) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the outside of any Residential Unit, except for signs marketing condominiums by the Declarant and/or its related companies.

#### 4.2. Residential Units

- (a) Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining offices, displays and signs for marketing/sales/leasing/customer service purposes upon the Common Elements, and within or outside any Unit to which the Declarant still holds title, until one year following the date that all Units in the Condominium (or in any other condominium marketed by the Declarant or any of its subsidiaries or affiliates from the Property) have been conveyed by the Declarant, the Tower II Declarant or their respective related companies.
- (b) No animal, livestock or fowl of any kind other than general household, domestic pets defined as being not more than two (2) of the following: dogs; cats; canaries, budgies or other small caged birds; or an aquarium of goldfish or tropical fish; or small caged animals usually considered to be a domestic pet shall be kept or allowed in any Unit. No pet which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. Notwithstanding the generality of the foregoing, no pet deemed by the Board in its sole and absolute discretion, to be a danger to the residents of the Condominium shall be permitted in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit. For the purpose of this Declaration the term "general household pet" shall mean a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time. Notwithstanding the foregoing, no pet classified as an "attack dog" by the Corporation, in its sole and unfettered discretion, shall be permitted to be kept in any Unit and/or on the Common Elements of the Condominium at any time.
- (c) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit or the common elements and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take

such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a substantial indemnity basis, which shall be deemed to be additional contributions to common expenses and are recoverable as such.

- (d) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition modification or alteration which is solely decorative in nature, in or to his Residential Unit or make any change, addition, modification or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintenance of those parts of the Common Elements which he has the duty to maintain, without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;
- (e) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, upon executing an agreement pursuant to Section 98 of the Act, and with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
- A. erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
- B. where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with, the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances and the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board and the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or



the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all rights and obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules of the Corporation, shall remain unchanged.
- (f) No boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board, but the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface of any wall, floor or ceiling which is within any Unit.

#### 4.3. Storage Units

- (a) Each Storage Unit may only be used for the storage of non-hazardous materials which materials shall not constitute a danger or nuisance to the residents of the Condominium, the Units or the Common Elements.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Storage Units which right shall continue until such time as all the Residential Units in this Corporation have been transferred.
- (c) Any or all of the Storage Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Storage Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in the Condominium. Storage Units may be leased to tenants in actual occupation of Residential Units in this Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (d) No Owner, other than the Declarant or an entity related to the Declarant, shall retain ownership of a Storage Unit after such Owner has sold or conveyed title to all of his or her Residential Units.
- (e) Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Storage Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

#### 4.4. Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of motor vehicles as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in the parking structure within the Property. The Owners of Parking Units shall not permit any portion of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until one year following such time as all the Residential Units in this Condominium and in the Tower II Condominium have been transferred.
- (c) Subject to the requirements of any applicable governing authority, any or all of the Parking Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however,

any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in the Condominium or in the Tower II Condominium. Parking Units may be leased to tenants in actual occupation of Residential Units in this Condominium or in the Tower II Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

- (d) No Owner, other than the Declarant or an entity related to the Declarant, shall retain ownership of a Parking Unit after such Owner has sold or conveyed title to all of his or her Residential Units.
- (e) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Parking Units the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Waterloo and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (f) Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (g) The Barrier Free Parking Units shall be subject to the following:
  - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not a Barrier Free Parking Unit, the owner or any person occupying the Barrier Free Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Barrier Free Parking Unit with the disabled driver for the Parking Unit which was purchased or leased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
  - (ii) When a disabled driver requests an exchange of occupancy rights for the Barrier Free Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Barrier Free Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not a disabled driver.
  - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.
  - (iv) Notwithstanding the provisions of paragraph 4.4(c) hereof, the Barrier Free Parking Units may only be transferred to owners of Residential Units in this Condominium.

#### 4.5. Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the owners and tenants of the Residential Units in the Condominium and a service/cleaning charge will have to be paid, in advance for each night of occupancy thereof, in accordance with the rules and regulations passed by the Board from time to time in connection therewith. The use of Guest Suite Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property, and any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the rules and regulations of the Corporation in force from time to time. The Corporation shall purchase the Guest Suite Unit from the Declarant for a purchase price of One Hundred and Sixteen Thousand (\$116,000.00) plus HST, and exclusive of Land Transfer Tax and registration fees. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "Mortgage") for the full purchase price. The Mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4.0%) percent over the Government of Canada Ten Bond Yield in effect on the Registration Date for ten year bonds, calculated semi-annually, not in

advance. The Mortgage shall have a term of eleven (11) years commencing on the Registration Date. Blended monthly instalments on account of principal and interest shall be computed based on an amortization period of ten (10) years and shall be payable commencing on the thirteenth month following the date of registration of this Declaration.

4.6. Knock-out Panel/Drive Aisle Units

The Knock-out Panel/Drive Aisle Units shall comprise portions of the walls of the garage constructed as part of the Condominium as well as portions of the drive aisle in the garage of the Condominium. Provided that it is satisfied that same will not negatively impact the structural integrity of the building constructed on the Property, the Owner of the Knock-out Panel/Drive Aisle Units shall have the right in its sole and absolute discretion and at any time or times to remove the knock-out panels within the Knock-out Panel/Drive Aisle Units in conjunction with the construction and development of the Tower II Lands and the garage(s) to be constructed thereon in order to allow for access through the garage within the Condominium to the garage constructed (or to be constructed) on the Tower II Lands. Title to the Knock-out Panel/Drive Aisle Units may not be transferred to any other person, firm, corporation or entity other than as set out in paragraph 4.11 hereof. Until the Tower II Lands are developed and the Knock-out Panel/Drive Aisle Unit is used for access by the Tower II Lands, the Knock-out Panel/Drive Aisle Unit may be used in the same manner as Parking Units or as visitor parking spaces. It shall be a continuing duty of the Corporation to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner which would limit, hinder or interfere with the Owner of the Knock-out Panel/Drive Aisle Units' right and ability to use the Knock-out Panel/Drive Aisle Units for the purposes as set out herein. All Owners within the Condominium and the Tower II Condominium shall have the right to access over the Knock-out Panel/Drive Aisle Units as necessary to access parking units, Storage Units or the common elements within the Condominium and the Tower II Condominium.

4.7. Knock-out Panel Units

The Knock-out Panel Units shall comprise portions of the walls of the garage constructed as part of the Condominium. Provided that it is satisfied that same will not negatively impact the structural integrity of the building constructed on the Property, the Owner of the Knock-out Panel Units shall have the right in its sole and absolute discretion and at any time or times to remove the knock-out panels within the Knock-out Panel Units in conjunction with the construction and development of the Tower II Lands and the garage(s) to be constructed thereon in order to allow for access through the garage within the Condominium to the garage constructed (or to be constructed) on the Tower II Lands. Title to the Knock-out Panel Units may not be transferred to any other person, firm, corporation or entity other than as set out in paragraph 4.11 hereof. It shall be a continuing duty of the Corporation to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner which would limit, hinder or interfere with the Owner of the Knock-out Panel Units' right and ability to use the Knock-out Panel Units for the purposes as set out herein. All Owners within the Condominium and the Tower II Condominium shall have the right to access over the Knock-out Panel Units as necessary to access parking units, Storage Units or the common elements within the Condominium and the Tower II Condominium.

4.8. Drive Aisle Units

The Drive Aisle Units shall comprise portions of the drive aisle in the garage of the Condominium. Title to the Drive Aisle Units may not be transferred to any other person, firm, corporation or entity other than as set out in paragraph 4.11 hereof. Until the Tower II Lands are developed and the Drive Aisle Unit is used for access by the Tower II Lands, the Drive Aisle Unit may be used in the same manner as Parking Units or as visitor parking spaces. It shall be a continuing duty of the Corporation to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner which would limit, hinder or interfere with the Owner of the Drive Aisle Units' right and ability to use the Drive Aisle Units for the purposes as set out herein. All Owners within the Condominium and the Tower II Condominium shall have the right to access over Drive Aisle Units as necessary to access parking units, Storage Units or the common elements within the Condominium and the Tower II Condominium.

4.9. Rooftop Terrace Unit

- (a) The Rooftop Terrace Unit may be used by Owners during any part of the year when there is no snow on the roof. The Rooftop Terrace Unit may also be used by visitors to the Condominium and to the Tower II Condominium. The Rooftop Terrace Unit may not be leased or sold to any Owner or otherwise assigned. The Rooftop Terrace Unit shall be maintained by the Corporation and the Tower II Corporation pursuant to the Shared Facilities Agreement.

- (b) Nothing shall be brought onto or located on the Rooftop Terrace Unit unless approved by the Board in writing or permitted under the rules and regulation of the Condominium set by the Board from time to time.
- (c) Notwithstanding any other provision hereof and notwithstanding any Bylaw or Rule of the Corporation, the Declarant and any related person, firm or Corporation shall, until the Transfer Date, be entitled to use all or any portion of the Rooftop Terrace Unit as a staging area for the construction of Tower II, and the Declarant shall maintain the Rooftop Terrace Unit while the Declarant is using the Rooftop Terrace Unit as such staging area.

#### 4.10. Shared Units

Ownership of the Shared Units shall be shared between the Two Condominiums as referenced in the Shared Facilities Agreement. The actual transfer of ownership of an undivided interest in the Shared Units by the Declarant to the respective condominium corporations shall occur within one hundred and twenty (120) days after the Transfer Date.

#### 4.11. Division of Shared Units

- (a) The Shared Units shall only be transferred to the Corporation or the Tower II Condominium, as tenants in common, at no charge.
- (b) Ownership of the Shared Units shall be shared between the Two Corporations with each of the Two Corporations owing a fraction of such units, the numerator of which is the number of residential condominium dwelling units in that Condominium and the denominator of which is the total number of residential condominium dwelling units in the Two Condominiums.
- (c) Once ownership of the Shared Units has been transferred to the Two Corporations by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Shared Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Shared Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Shared Units purported to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners if the Corporation is purporting to so sell, transfer, mortgage, charge or encumber its interest in the Shared Units (with such Unit Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval). In addition, every new owner, mortgagee, chargee or encumbrancer of the Shared Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Shared Units, covenanting to be bound by all of the terms and provisions of the Declaration and the Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.
- (d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Shared Units, without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

#### 4.12. Leasing of Units

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01; and
  - (iii) provide the lessee with a copy of the Declaration, By-Laws and rules of the Corporation.

- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.
- (e) The term of any lease of a Parking Unit shall terminate immediately upon the tenant ceasing to reside in a Residential Unit in the Condominium or in the Tower II Condominium.
- (f) The term of any lease of a Storage Unit shall terminate immediately upon the tenant ceasing to reside in a Residential Unit in the Condominium.
- (g) No Owner shall be permitted to lease a Residential Unit in the Condominium for periods of less than six (6) months.

#### ARTICLE V.

#### MAINTENANCE AND REPAIRS

##### 5.1. Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain and repair:
  - (i) the interior surface of doors which provide the means of ingress and egress from his or her Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the terrace, balcony or patio; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent Common Elements and services the Unit;
  - (v) his/her Parking Unit and/or Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Units and/or Storage Units;
  - (vi) the terrace, balcony or patio to which the Unit has direct access (if such Owner's Unit has been allocated an exclusive use terrace, balcony or patio) in a clean and sightly condition;
  - (vii) with respect to Units 1 to 8, inclusive on Level 1, each Owner with a Unit containing an elevator shall be responsible for maintaining, repairing and replacing, the elevating device within their respective Unit; and
  - (viii) gas fireplaces, if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services;
- (b) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such

repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.2. Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or wilful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3. Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements and the Shared Units (whether or not title to same have been transferred to the Corporation), and other facilities shared with the Tower II Condominium pursuant to the Shared Facilities Agreement (provided the Corporation shall maintain and repair any portion of the Shared Facilities which the Tower II Corporation has failed to maintain and repair, in accordance with the provisions of the Shared Facilities Agreement), other than any improvements to (and/or any facilities, services or amenities installed by any unit Owner upon) any common element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property. The Corporation shall:
- (i) maintain and repair the hardscape/landscape design in front of the main entrance of the Condominium;
  - (ii) maintain all sidewalks, stairs, ramps, driveways, access routes and parking areas on the Property and on public lands between the Property and adjoining public roads in a clear, safe and snow free condition; and
  - (iii) maintain the public art adjacent to the Property.
- (b) The Corporation shall maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing the Unit and such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. The Corporation shall ensure compliance common industry practice with regard for the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (c) The Corporation shall maintain and repair the Parking Units and the Storage Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements, except to the extent that the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1. The Corporation shall be responsible for the maintenance and repair of the Rooftop Terrace Unit, except to the extent that the Rooftop Terrace Unit is required to be maintained and repaired by the Declarant pursuant to paragraph 4.9(c).

- (d) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner of a Residential Unit shall be responsible for the maintenance of all interior door and window surfaces within his or her Residential Unit.
- (e) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.

#### ARTICLE VI.

##### INDEMNIFICATION

- 6.1. Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

#### ARTICLE VII.

##### INSURANCE

7.1. By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

(a) "All Risk" Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the Common Elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's unit.

(b) Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if any) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising

from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
  - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
  - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance
- Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance
- Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

## 7.2. General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees



holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

7.3. By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
- (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
  - (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; and
  - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
- (i) additional living expenses incurred by an Owner if forced to leave his or her Residential Unit by one of the hazards protected against under the Corporation's policy; and
  - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4. Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

ARTICLE VIII.

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1. The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement costs of the property covered by the insurance policy;
  - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
  - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

8.2. In the event that the Corporation enters into an agreement with an Insurance Trustee and:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:
- (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or
- (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

## ARTICLE IX.

### SHARED FACILITIES

9.1. The Control, Operations, Budgeting and Cost-Sharing of the Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Shared Facilities shall be used only by the Declarant and the Owners in the Corporation, and by their respective, residents, tenants and invitees, and by the owners in the Tower II Condominium (to the extent they are entitled to use same) and by their respective tenants and invitees in accordance with the terms of the Shared Facilities Agreement. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the Transfer Date).
- (b) The Corporation's share of the Shared Facilities Costs shall be calculated and paid as provided in the Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Shared Facilities Costs prepared in accordance with the Shared Facilities Agreement by or on behalf of the Owners or parties for the time being to the Shared Facilities Agreement.

## ARTICLE X.

## DUTIES OF THE CORPORATION

10.1. In addition to any other duties or obligations of the Corporation set out in the Act, elsewhere in this Declaration and/or specified in the By-Laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To assume and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all terms and provisions set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-Laws of this Corporation.
- (b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services so that same are fully functional and operable during normal or customary hours of use.
- (c) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the Condominium.
- (d) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the ability of the Declarant and/or its subsidiaries and affiliates to utilize the recreational and amenity areas and portions of the Common Elements for its marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration.
- (e) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Waterloo or other Governmental Authorities relating thereto, if so required by the City of Waterloo or other Governmental Authorities).
- (f) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, as amended or replaced, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit"), then the Corporation shall have a duty to:
  - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and/or the Tarion Warranty Program pursuant to section 44(9) of the Act.

- (g) To take all reasonable steps to collect from each Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.

- (h) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telephone and television service to each of the Units and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telephone and television suppliers pertaining to the provision of their services to the Property and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (i) To accept and register within thirty (30) days of being requested by the Declarant, a transfer/deed of land of any Parking Units and/or Storage Units not sold by the Declarant;
- (j) To execute any such documentation as may reasonably be required by the Declarant to ratify and assume any contract and/or lease agreement entered into by the Declarant with respect to the HVAC equipment, including but not limited to the following: the primary boiler, roof-top heating and air-conditioning unit for the common areas, domestic water heaters, and heating and air-conditioning units contained in the Residential Units.
- (k) To accept and register the transfer/deed from the Declarant of the Guest Suite Unit, to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, and to complete, execute and register the mortgage of the Guest Suite Unit, all without cost to the Declarant; and
- (l) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

## ARTICLE XI.

### GENERAL MATTERS AND ADMINISTRATION

#### 11.1. Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.
- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No Owner (other than an Owner whose Unit is located at ground floor) shall change any lock, or place any additional locks on the door(s) leading directly into

purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.

- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a master key to all locks controlling entry into each Residential Unit. No Owner (other than an Owner whose Unit is located at ground floor) shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit (nor on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

#### 11.2. Invalidity

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

#### 11.3. Waiver

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

#### 11.4. Interpretation of Declaration

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

#### 11.5. Headings

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

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

**DATED** as of the 26<sup>th</sup> day of January, 2015.

**144 PARK LTD.**  
by its court-appointed trustee, **COLLINS BARROW**  
**TORONTO LIMITED**

Per: \_\_\_\_\_

Name: **Bryan A. Tannenbaum**  
Title: **President**

I have the authority to bind the Corporation.

**SCHEDULE "A"**

In the City of Waterloo, in the Regional Municipality of Waterloo, being of all of Lots 2 and 3 and part of Lots 1, 4, 5 and 6, Plan 186, designated as Part 2, Plan 58R-18116, being part of P.I.N. 22417-0134 (LT).

Subject to an easement over Part 2, Plan 58R-18116 as in WR666363.

Subject to an easement over Parts 1, 2 and 3, Plan 58R-18429 as in WR864508.

**RESERVING** rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of part of Lots 217, 218, 219 and 267, Plan 385 designated as Part 1, Plan 58R-18116, being P.I.N. 22417-0135 (LT) and part of Lots 1, 5 and 6, Plan 186, designated as Part 3, Plan 58R-18116, being part of P.I.N. 22417-0134 (LT) (hereinafter collectively referred to as the "**Excess Lands**") which rights-of-way or rights in the nature of easements are as follows:

- a) in, over, along and through all of the Common Elements of this Condominium for the purposes of providing vehicular and pedestrian ingress and egress over the driveways and ramps on Levels 1, 2, 3 and A including, but not limited to, garbage, maintenance, delivery and removal vehicles, necessary to the operation of the Excess Lands;
- b) in and through all of the Common Elements of this Condominium, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any electrical apparatus, installation or equipment including, but not limited to, electrical cables, wires, conduits or ducts, all of which are necessary to the operation of the building to be situate within the Excess Lands;
- c) in and through all of the Common Elements of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the Excess Lands;
- d) a temporary right-of-way or right in the nature of an easement in and through all of the Common Elements, for the purposes of providing passage through all areas exterior to the building of this Condominium for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will terminate upon the completion of construction of all buildings to be constructed on the Excess Lands; and
- e) a temporary right-of-way or right in the nature of an easement in, over, along and upon all of the Common Elements of this Condominium for construction purposes, including, but not limited to, the erection of hoarding, scaffolding and the placement of equipment and construction materials necessary for the construction of any buildings on the Excess Lands, which said temporary right-of-way or right in the nature of an easement shall terminate upon the completion of construction of such building.

**RESERVING** rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of part of Lots 219, 265 to 267, inclusive, Plan 385, designated as Part 11, Plan 58R-17849, City of Waterloo being P.I.N. 22417-0138 (LT); part Lot 1, Plan 186, designated as Part 5, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0129 (LT); part Lots 217, 218, 219 and 267, Plan 385, designated as Part 6, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0133 (LT); part Lot 217, Plan 385, designated as Part 7, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0019; part Lot 217 to 219, inclusive, Plan 385, designated as Part 8, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0018; part of Lot 218 and 219, Plan 385, designated as Part 9, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0123 (LT); part Lots 218, 219, 220 and 266, Plan 385, designated as Part 10, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0122 (LT); part Lots 219, 220, 221, 265 and 266, Plan 385, designated as Part 17, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0137 (LT); part Lot 6 and 7, Plan 186, designated as Parts 3 and 4, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0023 (LT) and part Lot 7, Plan 186, designated as Parts 1 and 2, Plan 58R-17849, City of Waterloo, being P.I.N. 22417-0024 (LT) (hereinafter collectively referred to as the "**Phase 2 Lands**") which rights-of-way or rights in the nature of easements are as follows:

- a) in, over, along and through all of the Common Elements of this Condominium for the purposes of providing vehicular and pedestrian ingress and egress over the driveways and ramps on Levels 1, 2, 3 and A including, but not limited to, garbage, maintenance, delivery and removal vehicles, necessary to the operation of the Phase 2 Lands;
- b) in and through all of the Common Elements of this Condominium, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any electrical apparatus, installation or equipment including, but not limited

to, electrical cables, wires, conduits or ducts, all of which are necessary to the operation of the building to be situate within the Phase 2 Lands;

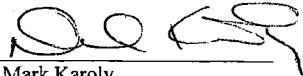
- c) in and through all of the Common Elements of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the Phase 2 Lands; and
- d) a temporary right-of-way or right in the nature of an easement in and through all of the Common Elements exterior to the building of this Condominium, for the purposes of providing passage for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will terminate upon the completion of construction of all buildings to be constructed on the Phase 2 Lands.
- e) a temporary right-of-way or right in the nature of an easement in, over, along and upon all of the Common Elements of this Condominium for construction purposes, including, but not limited to, the erection of hoarding, scaffolding and the placement of equipment and construction materials necessary for the construction of any buildings on the Phase 2 Lands, which said temporary right-of-way or right in the nature of an easement shall terminate upon the completion of construction of such building.

The abovementioned easements are easements required by an approval authority as a condition of approving the Declaration and Description pursuant to Subsection 20(2) of the *Condominium Act, 1998*, which condition is set out in paragraph 1.8(1) of this Declaration.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the declarant is the registered owner of the property and appurtenant interests.

HARRIS, SHEAFFER, LLP,  
duly authorized representatives for  
**144 PARK LTD.**

May 14, 2015  
Dated

Per:   
Mark Karoly

**SCHEDULE "B"**

**CONSENT**

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. AVIVA INSURANCE COMPANY OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number WR639368 in the Land Titles Division of the Waterloo Registry Office (No. 58).
2. AVIVA INSURANCE COMPANY OF CANADA consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. AVIVA INSURANCE COMPANY OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. AVIVA INSURANCE COMPANY OF CANADA is entitled by law to grant this consent and postponement.

DATED this 3<sup>rd</sup> day of Feb, 2014.

**AVIVA INSURANCE COMPANY OF CANADA**

Per:   
 Name: \_\_\_\_\_  
 Title: **Brian Argue**  
 Authorized Signing Officer

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have the authority to bind the Corporation.



**SCHEDULE "B"**

**CONSENT**

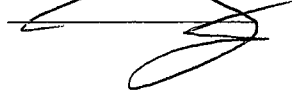
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. ALLEN STREET HOLDINGS INC. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number WR639369 in the Land Titles Division of the Waterloo Registry Office (No. 58).
2. ALLEN STREET HOLDINGS INC. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. ALLEN STREET HOLDINGS INC. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. ALLEN STREET HOLDINGS INC. is entitled by law to grant this consent and postponement.

DATED this 20 day of MARCH, 2014 R.K.

**ALLEN STREET HOLDINGS INC.**

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have the authority to bind the Corporation. 22

**SCHEDULE "B"**

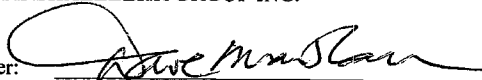
**CONSENT**

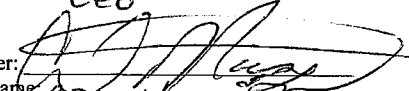
(under clause 7(2)(b) of the *Condominium Act, 1998*)

- 1. MARSHALLZEHR GROUP INC. has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number WR660381 in the Land Titles Division of the Waterloo Registry Office (No. 58).
- 2. MARSHALLZEHR GROUP INC. consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. MARSHALLZEHR GROUP INC. postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
- 4. MARSHALLZEHR GROUP INC. is entitled by law to grant this consent and postponement.

DATED this 3<sup>rd</sup> day of February, 2017.

**MARSHALLZEHR GROUP INC.**

Per:   
 Name: DAVID MARSHALL  
 Title: CEO

Per:   
 Name: COLIN HAYES  
 Title: C.O.O.

I/We have the authority to bind the Corporation.

## SCHEDULE "B"

## CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. LAURENTIAN BANK OF CANADA has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number WR690395 in the Land Titles Division of the Waterloo Registry Office (No. 58).
2. LAURENTIAN BANK OF CANADA consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. LAURENTIAN BANK OF CANADA postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. LAURENTIAN BANK OF CANADA is entitled by law to grant this consent and postponement.

DATED this 11<sup>th</sup> day of March, 2014.

## LAURENTIAN BANK OF CANADA

Per: 

Name: ALAIN DES ROCHERS

Title: VICE PRESIDENT, SPECIAL LOANS

Per: 

Name: CONNIE BIELLO

Title: ASSISTANT VICE PRESIDENT, SPECIAL LOANS

I/We have the authority to bind the Corporation.

**SCHEDULE 'C'****UNIT BOUNDARIES**

Each Residential Unit, Guest Suite Unit, Parking Unit and Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1, 2, 3, 4, 5 and 6 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Guest Suite Unit, Parking Units and Locker Units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheets 1, 2, 3, 4, 5 and 6 of the Description, and all dimensions shall have reference to them.

Without limiting the generalities of the foregoing, the boundaries of each Unit are as follows:

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 8 (inclusive) on Level 1, Units 1 to 9 (inclusive) on Level 4, Units 1 to 10 (inclusive) on Levels 5 to 10 (inclusive), Units 1 to 9 (inclusive) on Level 11, Units 1 to 10 (inclusive) on Levels 12 to 14 (inclusive), Units 1 to 7 (inclusive) on Levels 15 to 18 (inclusive) and Units 1 to 4 inclusive on Level 19)

**BOUNDARIES OF THE GUEST SUITE UNIT**

(being Unit 36 on Level 3)

- a) Each Residential Unit and Guest Suite Unit shall be bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) the lower surface and plane of the concrete ceiling slab and/or the production thereof.
- b) Each Residential Unit and Guest Suite Unit shall be bounded horizontally by:
- i) the backside face of the drywall sheathing and production thereof on all exterior walls or walls separating a unit from the common elements.
  - ii) the unfinished unit side surface and plane of the exterior doors (said doors and windows being in a closed position), door and window frames and the unit side surface of all glass or acrylic panels located therein.
  - iii) in the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the backside face of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.

2. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 65 (inclusive) on Level A, Units 9 to 15 (inclusive) and Units 29 to 45 (inclusive) on Level 1, Units 1 to 25 (inclusive) on Level 2 and Units 1 to 35 (inclusive) on Level 3)

- a) Each Parking Unit shall be bounded vertically by one or a combination of:
- i) the upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) the plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) Each Parking Unit shall be bounded horizontally by one or a combination of:
- i) the vertical plane established by measurements.
  - ii) the surface and plane of the masonry wall and/or the production thereof.
  - iii) the vertical plane established by the line and face of the columns and/or the production thereof.
  - iv) the vertical plane established by measurements and perpendicular to the masonry wall.

3. **BOUNDARIES OF THE STORAGE UNITS**

(being Units 66 to 97 (inclusive) on Level A, Units 16 to 28 (inclusive) on Level 1, Units 26 to 114 (inclusive) on Level 2 and Units 37 to 52 (inclusive) on Level 3)

- a) Each Storage Unit shall be bounded vertically by one or a combination of:
- i) the upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) the interior surface and plane of the steel wire mesh.
- b) Each Storage Unit shall be bounded horizontally by one or a combination of:
- i) the backside face of the drywall sheathing and production thereof.
  - ii) the unfinished unit side surface and plane of the frame and door frames and the wire mesh screening contained therein, the said doors being in a closed position.
  - iii) the surface and plane of the masonry wall and/or the production thereof.

- iv) the interior surface and plane of the steel wire mesh.

4. BOUNDARIES OF THE DRIVE AISLE UNITS

(being Unit 116 on Level 2 and Unit 54 on Level 3)

- a) Each Drive Aisle Unit shall be bounded vertically by one or a combination of:
  - i) the upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) the plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) Each Drive Aisle Unit shall be bounded horizontally by one or a combination of:
  - i) the vertical plane established by measurements.
  - ii) the surface and plane of the masonry wall and/or the production thereof.
  - iii) the vertical plane established by the line and face of the columns and/or the production thereof.
  - iv) the vertical plane established by measurements and perpendicular to the masonry wall.

5. BOUNDARIES OF THE KNOCK-OUT PANEL/DRIVE AISLE UNITS

(being Units 98 to 101 (inclusive) on Level A; Units 117 and 118 on Level 2; and Units 55 and 56 on Level 3)

- a) Each Knock-out Panel/Drive Aisle Unit shall be bounded vertically by one or a combination of:
  - i) the upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) the plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) Each Knock-out Panel/Drive Aisle Unit shall be bounded horizontally by one or a combination of:
  - i) the vertical plane established by measurements.
  - ii) the surface and plane of the masonry wall and/or the production thereof.
  - iii) the vertical plane established by the line and face of the columns and/or the production thereof.
  - iv) the vertical plane established by measurements and perpendicular to the masonry wall.

6. BOUNDARIES OF THE KNOCK-OUT PANEL UNITS

(being Unit 115 on Level 2 and Unit 53 on Level 3)

- a) Each Knock-out Panel Unit shall be bounded vertically by one or a combination of:
  - i) the upper surface and plane of the concrete floor slab and/or the production thereof.
  - ii) the plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) Each Knock-out Panel Unit shall be bounded horizontally by one or a combination of:
  - i) the surface and plane of the masonry wall and/or the production thereof.

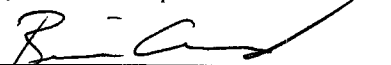
7. BOUNDARIES OF THE ROOFTOP TERRACE UNIT

(being Unit 10 on Level 4)

- a) The Rooftop Terrace Unit shall be bounded vertically by one or a combination of:
  - i) the upper surface and plane of the concrete floor slab and/or the unit side surface and plane of all roof membranes and/or the production thereof.
  - ii) the plane established 3.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) The Rooftop Terrace Unit shall be bounded horizontally by one or a combination of:
  - i) the vertical plane established by the unit side surface of the parapet wall and/or production.
  - ii) the vertical plane established by the unit side surface of the concrete planter and/or production.
  - iii) the surface and plane of the masonry wall and/or the production thereof.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1, 2, 3, 4, 5 and 6 of the Description.

JANUARY 30, 2015  
Dated

  
\_\_\_\_\_  
Brian Coad, Ontario Land Surveyor  
Verhaegen•Stubberfield•Hartley•Brewer•Bezaire Inc.

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

4-24901.X15  
November 24, 2014

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.03463	0.03463
PARKING UNIT	A	2	0.03463	0.03463
PARKING UNIT	A	3	0.03463	0.03463
PARKING UNIT	A	4	0.03463	0.03463
PARKING UNIT	A	5	0.03463	0.03463
PARKING UNIT	A	6	0.03463	0.03463
PARKING UNIT	A	7	0.03463	0.03463
PARKING UNIT	A	8	0.03463	0.03463
PARKING UNIT	A	9	0.03463	0.03463
PARKING UNIT	A	10	0.03463	0.03463
PARKING UNIT	A	11	0.03463	0.03463
PARKING UNIT	A	12	0.03463	0.03463
PARKING UNIT	A	13	0.03463	0.03463
PARKING UNIT	A	14	0.03463	0.03463
PARKING UNIT	A	15	0.03463	0.03463
PARKING UNIT	A	16	0.03463	0.03463
PARKING UNIT	A	17	0.03463	0.03463
PARKING UNIT	A	18	0.03463	0.03463
PARKING UNIT	A	19	0.03463	0.03463
PARKING UNIT	A	20	0.03463	0.03463
PARKING UNIT	A	21	0.03463	0.03463
PARKING UNIT	A	22	0.03463	0.03463
PARKING UNIT	A	23	0.03463	0.03463
PARKING UNIT	A	24	0.03463	0.03463
PARKING UNIT	A	25	0.03463	0.03463
PARKING UNIT	A	26	0.03463	0.03463
PARKING UNIT	A	27	0.03463	0.03463
PARKING UNIT	A	28	0.03463	0.03463
PARKING UNIT	A	29	0.03463	0.03463
PARKING UNIT	A	30	0.03463	0.03463
PARKING UNIT	A	31	0.03463	0.03463
PARKING UNIT	A	32	0.03463	0.03463
PARKING UNIT	A	33	0.03463	0.03463
PARKING UNIT	A	34	0.03463	0.03463
PARKING UNIT	A	35	0.03463	0.03463
PARKING UNIT	A	36	0.03463	0.03463
PARKING UNIT	A	37	0.03463	0.03463
PARKING UNIT	A	38	0.03463	0.03463
PARKING UNIT	A	39	0.03463	0.03463
PARKING UNIT	A	40	0.03463	0.03463
PARKING UNIT	A	41	0.03463	0.03463
PARKING UNIT	A	42	0.03463	0.03463
PARKING UNIT	A	43	0.03463	0.03463
PARKING UNIT	A	44	0.03463	0.03463
PARKING UNIT	A	45	0.03463	0.03463
PARKING UNIT	A	46	0.03463	0.03463
PARKING UNIT	A	47	0.03463	0.03463
PARKING UNIT	A	48	0.03463	0.03463
PARKING UNIT	A	49	0.03463	0.03463
PARKING UNIT	A	50	0.03463	0.03463
PARKING UNIT	A	51	0.03463	0.03463
PARKING UNIT	A	52	0.03463	0.03463
PARKING UNIT	A	53	0.03463	0.03463
PARKING UNIT	A	54	0.03463	0.03463
PARKING UNIT	A	55	0.03463	0.03463
PARKING UNIT	A	56	0.03463	0.03463
PARKING UNIT	A	57	0.03463	0.03463

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	58	0.03463	0.03463
PARKING UNIT	A	59	0.03463	0.03463
PARKING UNIT	A	60	0.03463	0.03463
PARKING UNIT	A	61	0.03463	0.03463
PARKING UNIT	A	62	0.03463	0.03463
PARKING UNIT	A	63	0.03463	0.03463
PARKING UNIT	A	64	0.03463	0.03463
PARKING UNIT	A	65	0.03463	0.03463
STORAGE UNIT	A	66	0.01351	0.01351
STORAGE UNIT	A	67	0.01351	0.01351
STORAGE UNIT	A	68	0.01351	0.01351
STORAGE UNIT	A	69	0.01351	0.01351
STORAGE UNIT	A	70	0.01351	0.01351
STORAGE UNIT	A	71	0.01351	0.01351
STORAGE UNIT	A	72	0.01351	0.01351
STORAGE UNIT	A	73	0.01351	0.01351
STORAGE UNIT	A	74	0.01351	0.01351
STORAGE UNIT	A	75	0.01351	0.01351
STORAGE UNIT	A	76	0.01351	0.01351
STORAGE UNIT	A	77	0.01351	0.01351
STORAGE UNIT	A	78	0.01351	0.01351
STORAGE UNIT	A	79	0.01351	0.01351
STORAGE UNIT	A	80	0.01351	0.01351
STORAGE UNIT	A	81	0.01351	0.01351
STORAGE UNIT	A	82	0.01351	0.01351
STORAGE UNIT	A	83	0.01351	0.01351
STORAGE UNIT	A	84	0.01351	0.01351
STORAGE UNIT	A	85	0.01351	0.01351
STORAGE UNIT	A	86	0.01351	0.01351
STORAGE UNIT	A	87	0.01351	0.01351
STORAGE UNIT	A	88	0.01351	0.01351
STORAGE UNIT	A	89	0.01351	0.01351
STORAGE UNIT	A	90	0.01351	0.01351
STORAGE UNIT	A	91	0.01351	0.01351
STORAGE UNIT	A	92	0.01351	0.01351
STORAGE UNIT	A	93	0.01351	0.01351
STORAGE UNIT	A	94	0.01351	0.01351
STORAGE UNIT	A	95	0.01351	0.01351
STORAGE UNIT	A	96	0.01351	0.01351
STORAGE UNIT	A	97	0.01351	0.01351
KNOCK-OUT PANEL/DRIVE AISLE UNIT	A	98	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	A	99	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	A	100	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	A	101	0.00001	0.00001
TH 1	1	1	1.10199	1.10199
TH 2	1	2	1.07332	1.07332
TH 3	1	3	1.07332	1.07332
TH 4	1	4	1.09555	1.09555



## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
TH 5	1	5	1.06806	1.06806
TH 6	1	6	1.09730	1.09730
TH 7	1	7	1.15346	1.15346
TH 8	1	8	1.13708	1.13708
PARKING UNIT	1	9	0.03463	0.03463
PARKING UNIT	1	10	0.03463	0.03463
PARKING UNIT	1	11	0.03463	0.03463
PARKING UNIT	1	12	0.03463	0.03463
PARKING UNIT	1	13	0.03463	0.03463
PARKING UNIT	1	14	0.03463	0.03463
PARKING UNIT	1	15	0.03463	0.03463
STORAGE UNIT	1	16	0.01351	0.01351
STORAGE UNIT	1	17	0.01351	0.01351
STORAGE UNIT	1	18	0.01351	0.01351
STORAGE UNIT	1	19	0.01351	0.01351
STORAGE UNIT	1	20	0.01351	0.01351
STORAGE UNIT	1	21	0.01351	0.01351
STORAGE UNIT	1	22	0.01351	0.01351
STORAGE UNIT	1	23	0.01351	0.01351
STORAGE UNIT	1	24	0.01351	0.01351
STORAGE UNIT	1	25	0.01351	0.01351
STORAGE UNIT	1	26	0.01351	0.01351
STORAGE UNIT	1	27	0.01351	0.01351
STORAGE UNIT	1	28	0.01351	0.01351
PARKING UNIT	1	29	0.03463	0.03463
PARKING UNIT	1	30	0.03463	0.03463
PARKING UNIT	1	31	0.03463	0.03463
PARKING UNIT	1	32	0.03463	0.03463
PARKING UNIT	1	33	0.03463	0.03463
PARKING UNIT	1	34	0.03463	0.03463
PARKING UNIT	1	35	0.03463	0.03463
PARKING UNIT	1	36	0.03463	0.03463
PARKING UNIT	1	37	0.03463	0.03463
PARKING UNIT	1	38	0.03463	0.03463
PARKING UNIT	1	39	0.03463	0.03463
PARKING UNIT	1	40	0.03463	0.03463
PARKING UNIT	1	41	0.03463	0.03463
PARKING UNIT	1	42	0.03463	0.03463
PARKING UNIT	1	43	0.03463	0.03463
PARKING UNIT	1	44	0.03463	0.03463
PARKING UNIT	1	45	0.03463	0.03463
PARKING UNIT	2	1	0.03463	0.03463
PARKING UNIT	2	2	0.03463	0.03463
PARKING UNIT	2	3	0.03463	0.03463
PARKING UNIT	2	4	0.03463	0.03463
PARKING UNIT	2	5	0.03463	0.03463
PARKING UNIT	2	6	0.03463	0.03463
PARKING UNIT	2	7	0.03463	0.03463
PARKING UNIT	2	8	0.03463	0.03463
PARKING UNIT	2	9	0.03463	0.03463
PARKING UNIT	2	10	0.03463	0.03463
PARKING UNIT	2	11	0.03463	0.03463
PARKING UNIT	2	12	0.03463	0.03463
PARKING UNIT	2	13	0.03463	0.03463
PARKING UNIT	2	14	0.03463	0.03463
PARKING UNIT	2	15	0.03463	0.03463

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	2	16	0.03463	0.03463
PARKING UNIT	2	17	0.03463	0.03463
PARKING UNIT	2	18	0.03463	0.03463
PARKING UNIT	2	19	0.03463	0.03463
PARKING UNIT	2	20	0.03463	0.03463
PARKING UNIT	2	21	0.03463	0.03463
PARKING UNIT	2	22	0.03463	0.03463
PARKING UNIT	2	23	0.03463	0.03463
PARKING UNIT	2	24	0.03463	0.03463
PARKING UNIT	2	25	0.03463	0.03463
STORAGE UNIT	2	26	0.01351	0.01351
STORAGE UNIT	2	27	0.01351	0.01351
STORAGE UNIT	2	28	0.01351	0.01351
STORAGE UNIT	2	29	0.01351	0.01351
STORAGE UNIT	2	30	0.01351	0.01351
STORAGE UNIT	2	31	0.01351	0.01351
STORAGE UNIT	2	32	0.01351	0.01351
STORAGE UNIT	2	33	0.01351	0.01351
STORAGE UNIT	2	34	0.01351	0.01351
STORAGE UNIT	2	35	0.01351	0.01351
STORAGE UNIT	2	36	0.01351	0.01351
STORAGE UNIT	2	37	0.01351	0.01351
STORAGE UNIT	2	38	0.01351	0.01351
STORAGE UNIT	2	39	0.01351	0.01351
STORAGE UNIT	2	40	0.01351	0.01351
STORAGE UNIT	2	41	0.01351	0.01351
STORAGE UNIT	2	42	0.01351	0.01351
STORAGE UNIT	2	43	0.01351	0.01351
STORAGE UNIT	2	44	0.01351	0.01351
STORAGE UNIT	2	45	0.01351	0.01351
STORAGE UNIT	2	46	0.01351	0.01351
STORAGE UNIT	2	47	0.01351	0.01351
STORAGE UNIT	2	48	0.01351	0.01351
STORAGE UNIT	2	49	0.01351	0.01351
STORAGE UNIT	2	50	0.01351	0.01351
STORAGE UNIT	2	51	0.01351	0.01351
STORAGE UNIT	2	52	0.01351	0.01351
STORAGE UNIT	2	53	0.01351	0.01351
STORAGE UNIT	2	54	0.01351	0.01351
STORAGE UNIT	2	55	0.01351	0.01351
STORAGE UNIT	2	56	0.01351	0.01351
STORAGE UNIT	2	57	0.01351	0.01351
STORAGE UNIT	2	58	0.01351	0.01351
STORAGE UNIT	2	59	0.01351	0.01351
STORAGE UNIT	2	60	0.01351	0.01351
STORAGE UNIT	2	61	0.01351	0.01351
STORAGE UNIT	2	62	0.01351	0.01351
STORAGE UNIT	2	63	0.01351	0.01351
STORAGE UNIT	2	64	0.01351	0.01351
STORAGE UNIT	2	65	0.01351	0.01351
STORAGE UNIT	2	66	0.01351	0.01351
STORAGE UNIT	2	67	0.01351	0.01351
STORAGE UNIT	2	68	0.01351	0.01351
STORAGE UNIT	2	69	0.01351	0.01351
STORAGE UNIT	2	70	0.01351	0.01351
STORAGE UNIT	2	71	0.01351	0.01351
STORAGE UNIT	2	72	0.01351	0.01351

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
STORAGE UNIT	2	73	0.01351	0.01351
STORAGE UNIT	2	74	0.01351	0.01351
STORAGE UNIT	2	75	0.01351	0.01351
STORAGE UNIT	2	76	0.01351	0.01351
STORAGE UNIT	2	77	0.01351	0.01351
STORAGE UNIT	2	78	0.01351	0.01351
STORAGE UNIT	2	79	0.01351	0.01351
STORAGE UNIT	2	80	0.01351	0.01351
STORAGE UNIT	2	81	0.01351	0.01351
STORAGE UNIT	2	82	0.01351	0.01351
STORAGE UNIT	2	83	0.01351	0.01351
STORAGE UNIT	2	84	0.01351	0.01351
STORAGE UNIT	2	85	0.01351	0.01351
STORAGE UNIT	2	86	0.01351	0.01351
STORAGE UNIT	2	87	0.01351	0.01351
STORAGE UNIT	2	88	0.01351	0.01351
STORAGE UNIT	2	89	0.01351	0.01351
STORAGE UNIT	2	90	0.01351	0.01351
STORAGE UNIT	2	91	0.01351	0.01351
STORAGE UNIT	2	92	0.01351	0.01351
STORAGE UNIT	2	93	0.01351	0.01351
STORAGE UNIT	2	94	0.01351	0.01351
STORAGE UNIT	2	95	0.01351	0.01351
STORAGE UNIT	2	96	0.01351	0.01351
STORAGE UNIT	2	97	0.01351	0.01351
STORAGE UNIT	2	98	0.01351	0.01351
STORAGE UNIT	2	99	0.01351	0.01351
STORAGE UNIT	2	100	0.01351	0.01351
STORAGE UNIT	2	101	0.01351	0.01351
STORAGE UNIT	2	102	0.01351	0.01351
STORAGE UNIT	2	103	0.01351	0.01351
STORAGE UNIT	2	104	0.01351	0.01351
STORAGE UNIT	2	105	0.01351	0.01351
STORAGE UNIT	2	106	0.01351	0.01351
STORAGE UNIT	2	107	0.01351	0.01351
STORAGE UNIT	2	108	0.01351	0.01351
STORAGE UNIT	2	109	0.01351	0.01351
STORAGE UNIT	2	110	0.01351	0.01351
STORAGE UNIT	2	111	0.01351	0.01351
STORAGE UNIT	2	112	0.01351	0.01351
STORAGE UNIT	2	113	0.01351	0.01351
STORAGE UNIT	2	114	0.01351	0.01351
KNOCK-OUT PANEL UNIT	2	115	0.00001	0.00001
DRIVE AISLE UNIT KNOCK-OUT PANEL/DRIVE AISLE UNIT	2	116	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	2	117	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	2	118	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	2			
PARKING UNIT	3	1	0.03463	0.03463
PARKING UNIT	3	2	0.03463	0.03463
PARKING UNIT	3	3	0.03463	0.03463
PARKING UNIT	3	4	0.03463	0.03463
PARKING UNIT	3	5	0.03463	0.03463

### SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	3	6	0.03463	0.03463
PARKING UNIT	3	7	0.03463	0.03463
PARKING UNIT	3	8	0.03463	0.03463
PARKING UNIT	3	9	0.03463	0.03463
PARKING UNIT	3	10	0.03463	0.03463
PARKING UNIT	3	11	0.03463	0.03463
PARKING UNIT	3	12	0.03463	0.03463
PARKING UNIT	3	13	0.03463	0.03463
PARKING UNIT	3	14	0.03463	0.03463
PARKING UNIT	3	15	0.03463	0.03463
PARKING UNIT	3	16	0.03463	0.03463
PARKING UNIT	3	17	0.03463	0.03463
PARKING UNIT	3	18	0.03463	0.03463
PARKING UNIT	3	19	0.03463	0.03463
PARKING UNIT	3	20	0.03463	0.03463
PARKING UNIT	3	21	0.03463	0.03463
PARKING UNIT	3	22	0.03463	0.03463
PARKING UNIT	3	23	0.03463	0.03463
PARKING UNIT	3	24	0.03463	0.03463
PARKING UNIT	3	25	0.03463	0.03463
PARKING UNIT	3	26	0.03463	0.03463
PARKING UNIT	3	27	0.03463	0.03463
PARKING UNIT	3	28	0.03463	0.03463
PARKING UNIT	3	29	0.03463	0.03463
PARKING UNIT	3	30	0.03463	0.03463
PARKING UNIT	3	31	0.03463	0.03463
PARKING UNIT	3	32	0.03463	0.03463
PARKING UNIT	3	33	0.03463	0.03463
PARKING UNIT	3	34	0.03463	0.03463
PARKING UNIT	3	35	0.03463	0.03463
GUEST SUITE UNIT	3	36	0.00001	0.00001
STORAGE UNIT	3	37	0.01351	0.01351
STORAGE UNIT	3	38	0.01351	0.01351
STORAGE UNIT	3	39	0.01351	0.01351
STORAGE UNIT	3	40	0.01351	0.01351
STORAGE UNIT	3	41	0.01351	0.01351
STORAGE UNIT	3	42	0.01351	0.01351
STORAGE UNIT	3	43	0.01351	0.01351
STORAGE UNIT	3	44	0.01351	0.01351
STORAGE UNIT	3	45	0.01351	0.01351
STORAGE UNIT	3	46	0.01351	0.01351
STORAGE UNIT	3	47	0.01351	0.01351
STORAGE UNIT	3	48	0.01351	0.01351
STORAGE UNIT	3	49	0.01351	0.01351
STORAGE UNIT	3	50	0.01351	0.01351
STORAGE UNIT	3	51	0.01351	0.01351
STORAGE UNIT	3	52	0.01351	0.01351
KNOCK-OUT PANEL UNIT	3	53	0.00001	0.00001
DRIVE AISLE UNIT	3	54	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	3	55	0.00001	0.00001
KNOCK-OUT PANEL/DRIVE AISLE UNIT	3	56	0.00001	0.00001

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
401	4	1	0.58492	0.58492
402	4	2	0.67382	0.67382
403	4	3	0.40359	0.40359
404	4	4	0.42231	0.42231
405	4	5	0.61884	0.61884
406	4	6	0.41646	0.41646
407	4	7	0.39131	0.39131
408	4	8	0.65160	0.65160
409	4	9	0.60481	0.60481
ROOFTOP TERRACE UNIT	4	10	0.00001	0.00001
501	5	1	0.58492	0.58492
502	5	2	0.67382	0.67382
503	5	3	0.40359	0.40359
504	5	4	0.42231	0.42231
505	5	5	0.61884	0.61884
506	5	6	0.41646	0.41646
507	5	7	0.39131	0.39131
508	5	8	0.65160	0.65160
509	5	9	0.60481	0.60481
510	5	10	0.64808	0.64808
601	6	1	0.58492	0.58492
602	6	2	0.67382	0.67382
603	6	3	0.40359	0.40359
604	6	4	0.42231	0.42231
605	6	5	0.61884	0.61884
606	6	6	0.41646	0.41646
607	6	7	0.39131	0.39131
608	6	8	0.65160	0.65160
609	6	9	0.60481	0.60481
610	6	10	0.64808	0.64808
701	7	1	0.58492	0.58492
702	7	2	0.67382	0.67382
703	7	3	0.40359	0.40359
704	7	4	0.42231	0.42231
705	7	5	0.61884	0.61884
706	7	6	0.41646	0.41646
707	7	7	0.39131	0.39131
708	7	8	0.65160	0.65160
709	7	9	0.60481	0.60481
710	7	10	0.64808	0.64808
801	8	1	0.58492	0.58492
802	8	2	0.67382	0.67382
803	8	3	0.40359	0.40359
804	8	4	0.42231	0.42231
805	8	5	0.61884	0.61884
806	8	6	0.41646	0.41646
807	8	7	0.39131	0.39131
808	8	8	0.65160	0.65160
809	8	9	0.60481	0.60481
810	8	10	0.64808	0.64808

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
901	9	1	0.58492	0.58492
902	9	2	0.67382	0.67382
903	9	3	0.40359	0.40359
904	9	4	0.42231	0.42231
905	9	5	0.61884	0.61884
906	9	6	0.41646	0.41646
907	9	7	0.39131	0.39131
908	9	8	0.65160	0.65160
909	9	9	0.60481	0.60481
910	9	10	0.64808	0.64808
1001	10	1	0.58492	0.58492
1002	10	2	0.67382	0.67382
1003	10	3	0.40359	0.40359
1004	10	4	0.42231	0.42231
1005	10	5	0.61884	0.61884
1006	10	6	0.41646	0.41646
1007	10	7	0.39131	0.39131
1008	10	8	0.65160	0.65160
1009	10	9	0.60481	0.60481
1010	10	10	0.64808	0.64808
1101	11	1	0.58492	0.58492
1102	11	2	0.67382	0.67382
1103	11	3	0.40359	0.40359
1104	11	4	1.04115	1.04115
1105	11	5	0.41646	0.41646
1106	11	6	0.39131	0.39131
1107	11	7	0.65160	0.65160
1108	11	8	0.60481	0.60481
1109	11	9	0.64808	0.64808
1201	12	1	0.58492	0.58492
1202	12	2	0.67382	0.67382
1203	12	3	0.40359	0.40359
1204	12	4	0.42231	0.42231
1205	12	5	0.61884	0.61884
1206	12	6	0.41646	0.41646
1207	12	7	0.39131	0.39131
1208	12	8	0.65160	0.65160
1209	12	9	0.60481	0.60481
1210	12	10	0.64808	0.64808
1301	13	1	0.58492	0.58492
1302	13	2	0.67382	0.67382
1303	13	3	0.40359	0.40359
1304	13	4	0.42231	0.42231
1305	13	5	0.61884	0.61884
1306	13	6	0.41646	0.41646
1307	13	7	0.39131	0.39131
1308	13	8	0.65160	0.65160
1309	13	9	0.60481	0.60481
1310	13	10	0.64808	0.64808
1401	14	1	0.58492	0.58492
1402	14	2	0.67382	0.67382
1403	14	3	0.40359	0.40359

## SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	AND PERCENTAGE INTEREST IN COMMON ELEMENTS
1404	14	4	0.42231	0.42231
1405	14	5	0.61884	0.61884
1406	14	6	0.41646	0.41646
1407	14	7	0.39131	0.39131
1408	14	8	0.65160	0.65160
1409	14	9	0.60481	0.60481
1410	14	10	0.64808	0.64808
1501	15	1	0.81128	0.81128
1502	15	2	0.56035	0.56035
1503	15	3	0.75220	0.75220
1504	15	4	0.60364	0.60364
1505	15	5	0.79140	0.79140
1506	15	6	0.86919	0.86919
1507	15	7	0.73817	0.73817
1601	16	1	0.81128	0.81128
1602	16	2	0.56035	0.56035
1603	16	3	0.75220	0.75220
1604	16	4	0.60364	0.60364
1605	16	5	0.79140	0.79140
1606	16	6	0.86919	0.86919
1607	16	7	0.73817	0.73817
1701	17	1	0.81128	0.81128
1702	17	2	0.56035	0.56035
1703	17	3	0.75220	0.75220
1704	17	4	0.60364	0.60364
1705	17	5	0.79140	0.79140
1706	17	6	0.86919	0.86919
1707	17	7	0.73817	0.73817
PH 01	18	1	0.81128	0.81128
PH 02	18	2	0.56035	0.56035
PH 03	18	3	0.75220	0.75220
PH 04	18	4	0.60364	0.60364
PH 05	18	5	0.79140	0.79140
PH 06	18	6	0.86919	0.86919
PH 07	18	7	0.73817	0.73817
GPH 01	19	1	1.38627	1.38627
GPH 02	19	2	1.04174	1.04174
GPH 03	19	3	1.04407	1.04407
GPH 04	19	4	1.11135	1.11135

**TOTALS**

**100.00000**

**100.00000**

## SCHEDULE "E"

## SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - i) insurance premiums;
  - ii) water, sewage, electricity and geothermal heating and cooling respecting common elements and units, as applicable;
  - iii) waste disposal and garbage collection for Residential Units;
  - iv) maintenance materials, tools and supplies;
  - v) snow removal and landscaping;
  - vi) fuel, including gas, oil and hydro electricity unless metered separately for each Unit;
  - (vii) the amenities, including the Guest Suite Unit
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation; and
- (k) all sums of money payable under the Shared Facilities Agreement.



SCHEDULE "F"**EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS**

Subject to the provisions of the Declaration, the By-laws and Rules and Regulations of the Corporation and the right of entry in favour of the Corporation thereto and thereon, for the purposes of facilitating any requisite maintenance and/or repair work, or to give access to the utility and service areas appurtenant thereto:

- a) The owner(s) of a Residential Unit on Level 1 and Levels 4 to 19 (inclusive) shall have exclusive use to that that portion of the common elements, being a **Balcony and/or Terrace**, to which their Unit provides sole and direct access.
- b) The owner(s) of a Residential Unit on Level 1 shall have the exclusive use of that portion of the common elements designated as **Patio**, which is numbered the same as the Unit with the prefix 'P' and is illustrated in heavy outline on Sheet 1, Part 2 of the Description.
- c) The owner(s) of a Residential Unit on Level 4 shall have the exclusive use of that portion of the common elements designated as **Terrace**, being illustrated in heavy outline on Sheet 1, Part 2 of the Description and designated by the letter 'T' and are assigned as below.

UNIT NO.	LEVEL	TERRACE NO.
1	4	T1
2	4	T2
8	4	T3
9	4	T4

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that: FOR PROPERTY AT 144 PARK STREET, WATERLOO

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

(Check whichever boxes are applicable)

~~1.~~  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.

~~2.~~  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

~~3.~~  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

~~4.~~  All underground garages have walls and floor assemblies in place.

OR

There are no underground garages.

~~5.~~  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6.  All installations with respect to the provision of water and sewage services are in place.

7.  All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

8.  All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

~~9.~~  All installations with respect to the provision of electricity are in place.

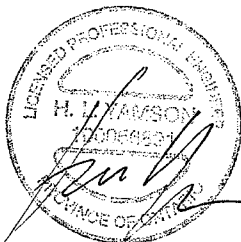
~~10.~~  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor or outdoor swimming pools.

~~11.~~  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 05 day of NOVEMBER, 2014.



[Signature]  
Name: \_\_\_\_\_  
Title: Architect or Engineer

SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that: FOR PROPERTY AT 144 PARK STREET, WATERLOO

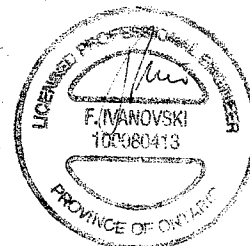
Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

(Check whichever boxes are applicable)

1.  The exterior building envelope, including ~~roofing assembly, exterior wall cladding,~~ doors and windows, ~~caulking and sealants,~~ is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as ~~otherwise specified in the regulations,~~ floor assemblies are constructed to the ~~sub-floor.~~
3.  Except as otherwise specified in the regulations, ~~walls and ceilings~~ of the common elements, ~~excluding interior structural walls and columns in a unit,~~ are completed to the ~~dry wall~~ (including taping and sanding), plaster or other final covering.
4.  ~~All underground garages have walls and floor assemblies in place.~~  
OR  
 ~~There are no underground garages.~~
5.  All elevating devices as defined in ~~the *Elevating Devices Act*~~ are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.  
OR  
 ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
6.  ~~All installations with respect to the provision of water and sewage services are in place.~~
7.  ~~All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~
8.  ~~All installations with respect to the provision of air conditioning are in place.~~  
OR  
 ~~There are no installations with respect to the provision of air conditioning.~~
9.  All installations with respect to the provision of electricity are in place.
10.  All indoor and outdoor ~~swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~  
OR  
 ~~There are no indoor or outdoor swimming pools.~~
11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the ~~dry wall (not including taping and sanding), plaster or other final covering,~~ and perimeter doors are in place.

DATED this 04 day of November, 2014.

Name: Filip Ivanovski  
Title: Architect or Engineer



SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASE HOLD CONDOMINIUM CORPORATION)**

(under clause 8(1)(e) of the *Condominium Act, 1998*)

I certify that: FOR PROPERTY AT 144 PARK STREET, WATERLOO

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

(Check whichever boxes are applicable)

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2.  Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3.  Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
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OR  
 ~~There are no underground garages.~~
5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.  
OR  
 ~~There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.~~
6.  ~~All installations with respect to the provision of water and sewage services are in place.~~
7.  ~~All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.~~
8.  ~~All installations with respect to the provision of air conditioning are in place.~~  
OR  
 ~~There are no installations with respect to the provision of air conditioning.~~
9.  ~~All installations with respect to the provision of electricity are in place.~~
10.  ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~  
OR  
 There are no indoor or outdoor swimming pools.
11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 4<sup>th</sup> day of November, 2014.

  
Name: John Chow  
Title: Architect or Engineer

# APPENDIX “K”

**Sam P. Rappos**

---

**From:** Arif N. Dhanani [andhanani@collinsbarrow.com]  
**Sent:** Thursday, June 30, 2016 12:32 PM  
**To:** 'Sally Dooman'  
**Subject:** FW: 144 Park Guest suite mortgage  
**Attachments:** 3. Registered Declaration (sm).pdf; Bank of Canada - 10 year bond as of May 25, 2015.JPG; Mortgage Ammortization Schedule.pdf; Transfer - in prep.pdf; Charge - in prep.pdf; A+D re Transfer and VTB - Guest Suite Unit - 144 Park.pdf; A+D re Transfer and VTB - Guest Suite Unit - WSCC No. 591.pdf; Acknowledgement re SCT - WSCC No. 591.pdf

**Categories:** DM, #56868 : 3669782

Sally,

Further to your email to me of June 17, 2016, I have reviewed the email with our solicitors and wish to set out the procedures for moving forward with the turnover of the Guest Suite to the Condo Corp:

1. We are pleased to advise that the Guest Suite is ready for turnover. We would like to set the turnover date for **July 21, 2016** to allow the Condo Corp to review its purchase and mortgage options. The mortgage or purchase must be completed on the turnover date. We are willing to advance the Guest Suite turnover date if the condominium is ready to complete the mortgage or purchase earlier.
2. In the event that the mortgage option is selected by the Board, the transfer of the Guest Suite and the mortgage back will occur on the turnover date. We have considered and will agree to the request to alter the terms of the mortgage set out in the declaration and to provide 1 year interest free from date of turnover rather than from date of registration. As such, the mortgage would commence on the turnover date rather than the registration date, and all other dates and terms would be delayed accordingly. In this regard, I enclose the following documentation prepared by Harris, Sheaffer LLP for review by the board of the Condo Corp and its advisors:
  - a. Registered Declaration – I draw your attention to paragraph 4.5, 10.1(k) and Schedule E(a)(vii).
  - b. Bank of Canada 10 year bond rate as of May 25, 2015 (registration date)
  - c. Amortization Schedule, with payment obligations commencing July 21, 2017 (first payment Aug 21, 2017)
  - d. Transfer – In Prep
  - e. Charge – In Prep
  - f. A+D for signing by 144 Park
  - g. A+D for signing by Condo Corp
  - h. Acknowledgment of Standard Charge Terms for signing by Condo Corp (with copy of Standard Charge Terms)

If no concerns, please return 2 originally executed copies of the A+D and Acknowledgement to my attention on or prior to **July 7, 2016**.

Please note the following fees payable on closing to Harris, Sheaffer LLP, in trust, **on or prior to July 21, 2016** for completions of the transfer and the mortgage (which amounts were set out in the First Year Budget Statement):

<b>MORTGAGE</b>	
<b>Purchase Price</b>	\$ 118,000.00
<b>HST</b>	\$ 13,090.00
<b>Adjustments</b>	\$ -
<b>Total</b>	\$ 131,090.00
<b>FEE PAYABLE ON CLOSING BY CONDO CORP</b>	
<b>LTT</b>	\$ 1,093.80
<b>Transfer</b>	\$ 74.72
<b>Charge</b>	\$ 74.72
<b>Total</b>	\$ 1,243.24

3. In the event that the borrowing and purchase option is selected by the Board, the payment and transfer must be completed by July 21, 2016. If finances cannot be arranged for this date, then the transfer and mortgage shall be completed on July 21, 2016. Although not originally a term of the mortgage, I wish to confirm that the Trustee will permit the Board to payout the mortgage at any time without bonus or penalty provided that the Trustee still holds the mortgage and has not assigned mortgage to a third party.
4. While the Condo Corp or Trustee could locate another lender to step into the shoes of the Trustee as mortgagee, it is unlikely this can be accomplished prior to July 21, 2016. That being said, the Trustee will consider the terms offered by any such third party lender and will work with such third party lender to complete the transaction on or prior to July 21, 2016. In the event that the Trustee or Condo Corp locates a third party lender after July 21, 2016, the Trustee will consider the term and conditions for assigning the mortgage to this third party lender.

I hope this email provides the Board with a clear understanding of the Trustee's position and that the Trustee will work with Condo Corp depending on course of action selected. However, now that the Guest Suite is ready for turnover, it is in the best interests of all parties to complete the turnover as soon as possible. I feel that a July 21, 2016 turnover date provides a reasonable period of time for all parties to consider their options and make decisions.

Yours truly,

**COLLINS BARROW TORONTO LIMITED**

in its capacity as Trustee under the Construction Lien Act of the property owned by 144 Park Ltd. and not in its personal or corporate capacity

Arif N. Dhanani  
Vice President  
Collins Barrow Toronto Limited  
T 647-725-0183  
F 416-480-2646

11 King St. W., Suite 700, Box 27,  
Toronto, Ontario, Canada, M5H 4C7

Clarity Defined®  
[www.collinsbarrow.com](http://www.collinsbarrow.com)



Independent member of Baker Tilly International

**From:** Sally Dooman <[Sally.Dooman@fsresidential.com](mailto:Sally.Dooman@fsresidential.com)>  
**Date:** June 17, 2016 at 1:26:03 AM EDT  
**To:** ""Arif N. Dhanani"" <[andhanani@collinsbarrow.com](mailto:andhanani@collinsbarrow.com)>  
**Subject:** 144 Park Guest suite mortgage

Arif:

Since our recent conversation about the guest suite mortgage at 144 Park, Waterloo, the Board has reviewed their options including:

1. The lien trustee providing a mortgage based on the rates and terms specified in the Declaration, understanding that eventually Collins Barrow would assign the mortgage to someone else, as they do not wish to hold a mortgage for the long term.
2. The corporation could borrow the money to purchase the suite outright from 144 Park Ltd., which would entail passing a by-law by 50%+1 of the unit owners.
3. The corporation could find another mortgagee. We understand that from your perspective this is the same as #2, but the Board would need to obtain legal advice as to whether or not a by-law would still be required.

You are aware that the intent of the provision of the Declaration regarding the guest suite mortgage is that the mortgage would be interest-free for the first year and the corporation would not be required to make any payments for the first 13 months. Could you at this time confirm whether the lien trustee would agree to one of the following options?

1. Delay any request for payment for the guest suite for 12 months after the turnover of the finished suite to the condo corporation.

or

2. Create a mortgage by Collins Barrow interest free for a year to simulate the terms of the Declaration.

Once we have a clear understanding of Collins Barrow's position regarding the above, the Board will then be able to make a decision regarding next steps.

Thank you for your assistance,

Sally

**SALLY-ANNE DOOMAN, R.C.M.**  
Property Manager

*We are moving. Effective June 27, 2016, our new address is 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, L4W 4H2*



FirstService Residential  
89 Skyway Avenue, Suite 200 | Toronto, ON M9W 6R4  
Direct 416.847.1364 | Toll Free 1.855.244.8854  
Email [sally.dooman@fsresidential.com](mailto:sally.dooman@fsresidential.com)  
[www.fsresidential.com](http://www.fsresidential.com)

Follow us on | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#)

# APPENDIX “L”



REPLY TO: SAM RAPPOS  
FILE NO.: 56868  
DIRECT: 416-218-1137  
FAX: 416-218-1837  
EMAIL: samr@chaitons.com

April 19, 2016

**VIA EMAIL**

Maseeh Sidky  
Miller Thomson LLP  
Accelerator Building  
295 Hagey Boulevard, Suite 300  
Waterloo, ON N2L 6R5

**Re: 144 Park Ltd. ("144 Park") and Gregory Moore**

Dear Mr. Sidky,

We write to you in response to your letter dated April 7, 2016.

We have discussed the matter with the Trustee, and can confirm that the Trustee is prepared to close the sale transactions with your client for units 1407 and 1408 on the following basis:

- (a) your client will receive credit for total deposits paid (\$25,800 for unit 1407 and \$38,000 for unit 1408) and for upgrade charges paid to 144 Park (\$3,189.69 for unit 1407 and \$4,400.52 for unit 1408);
- (b) your client will receive credit for occupancy fees paid by your client and cashed by the Trustee (\$3,482.79 for unit 1407 for occupancy fees for December 2014 and January and February 2015, and \$1,657.54 for unit 1408 for occupancy fees for February 2015);
- (c) your client will not be required to pay to the Trustee any overdue occupancy fees and interest thereon;
- (d) your client will not receive any credit for occupancy fees paid by your client, if any, directly to 144 Park prior to the Trustee's appointment; and
- (e) your client will be required to pay on closing the common area charges that have accrued for units 1407 and 1408 since July 7, 2015, being the initial closing date set down for the sale transactions after registration of the condominium corporation. The monthly common area charges paid for by the Trustee in respect of units 1407 and 1408, including charges for parking and locker units, total \$397.24 and \$632.53 respectively.



Please confirm whether your client is prepared to close the sale transactions on these terms. If so, please also confirm a closing date acceptable to your client.

Yours truly,  
CHAITONS LLP

*Sam Rappos*

(computer generated signature)

Sam Rappos  
LAWYER

Cc: Client

# APPENDIX "M"

Business Law | Real Estate | Civil Litigation | Wills and Estates



**KAY LAW**  
PROFESSIONAL CORPORATION

May 18, 2016

Harris, Sheaffer  
Barrister & Solicitor  
Suite 310-4100 Yonge Street  
Toronto, Ontario  
M2P 2B5

Attention: Mark L. Karoly

Dear Sir:

Re: Moore purchase from 144 Park Ltd.  
1407-144 Park St, Waterloo  
1408-144 Park St., Waterloo  
Our File No.: 14409 and 14408

Our client feels that he is not receiving the product he bargained for as he finds that the premises are not accessible for his needs. There have been mis-communications throughout this process with respect to keys and access and unexpected adjustments.

We have been advised by our client that he is not willing to proceed with the purchases of the above noted units. He reserves the right to recover his deposits, paid upgrades and costs related to these transaction.

Yours very truly,

KAY LAW PROFESSIONAL CORPORATION

Ioana Mandru

IM:ls

# APPENDIX “N”

# HARRIS, SHEAFFER LLP

## BARRISTERS & SOLICITORS

212

YONGE CORPORATE CENTRE  
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5  
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

July 8, 2015  
File No.: 090328  
Contact: Karen McNeill 416-250-3695

*Delivered by Fax to: 1-519-743-8063 (2 pages)*

James D. Clarke  
Kay Law Professional Corporation  
Barristers and Solicitors  
370 Frederick Street  
Kitchener, Ontario N2H 2P3

Dear Sirs:

Re: Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd. sale to Gregory Moore  
Unit 7, Level 14, Unit 11, Level A, Unit 58, Level 2, WSCP 591  
Suite 1407, 144 Park Street, Waterloo, Ontario N2L 0B6

We are the solicitors for Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd.

As you are aware, the Unit Transfer Date/Final Closing Date was scheduled for May 17, 2016. To date, this transaction has not been completed.

Accordingly, your client is in default of the provisions of the Agreement of Purchase and Sale by his failure to complete this transaction as required pursuant thereto. In accordance with paragraph 25 of the Agreement of Purchase and Sale, your client is hereby provided with written notice of the default and is required to remedy such default and complete this transaction by **May 26, 2016**.

In addition to the Balance Due on Closing, the following terms shall apply and the following amounts are due and payable in order to remedy the default of your client:

- Adjustments will remain as of May 17, 2016.
- Your client will pay by way of Certified Cheque to **Harris, Sheaffer LLP in trust**, per diem interest at the rate of 10.85% per annum on the Balance Due on Closing and Deposits held in trust for the period from and including May 17, 2016 to and including May 26, 2016. (\$265,266.89 x 10.85% divided by 365 days x 9 days)
- Your client will pay by way of Certified Cheque to **Harris, Sheaffer LLP in trust**, an Administration Fee in the amount of \$565.00 towards further costs incurred by our client relating to this transaction not closing.
- All other terms of the Agreement of Purchase and Sale shall remain the same and time to continue to remain of the essence.

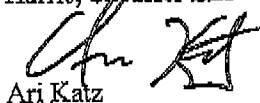
■  
BARRY ROTENBERG
■  
GARY H. HARRIS
■  
ROBERT D. SHEAFFER
■  
PHILIP J. DRAPER
■  
MARK F. FRIEDMAN  
(1981-2008)
■  
JEFFREY P. SILVER
■  
STEPHEN M. KARR

■  
MARTIN P. HOUSER
■  
MARK L. KARKLY
■  
CAVIN H. BIRER
■  
MICHAEL J. BAUM
■  
ROGER M. VENAYAGALINGAM
■  
ARI M. KATZ
■  
RAZVAN L. NICOLAE
■  
MANALI T. PRADHAN



If this transaction is not completed on or before May 26, 2016, our client reserves its right to terminate the Agreement of Purchase and Sale, with no further notice to you or your client and further reserves its rights to retain the existing deposit moneys as liquidated damages and not as penalty and reserves its right to avail itself of all applicable remedies pursuant to the Agreement of Purchase and Sale and at law.

Yours very truly,  
Harris, Sheaffer LLP



Ari Katz

AK/km

c.c. 144 Park Ltd.

214

# HARRIS, SHEAFFER LLP

## BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE  
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5  
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

July 8, 2015  
File No.: 090328  
Contact: Karen McNeill 416-250-3695

*Delivered by Fax to: 1-519-743-8063 (2 pages)*

James D. Clarke  
Kay Law Professional Corporation  
Barristers and Solicitors  
370 Frederick Street  
Kitchener, Ontario N2H 2P3

Dear Sirs:

Re: Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd. sale to Gregory Moore  
Unit 8, Level 14, Unit 18, Level 3, Unit 92, Level A, WSCP 591  
Suite 1408, 144 Park Street, Waterloo, Ontario N2L 0B6

We are the solicitors for Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd.

As you are aware, the Unit Transfer Date/Final Closing Date was scheduled for May 17, 2016. To date, this transaction has not been completed.

Accordingly, your client is in default of the provisions of the Agreement of Purchase and Sale by his/her failure to complete this transaction as required pursuant thereto. In accordance with paragraph 25 of the Agreement of Purchase and Sale, your client is hereby provided with written notice of the default and is required to remedy such default and complete this transaction by **May 26, 2016**.

In addition to the Balance Due on Closing, the following terms shall apply and the following amounts are due and payable in order to remedy the default of your client:

1. Adjustments will remain as of May 17, 2016.
2. Your client will pay by way of Certified Cheque to **Harris, Sheaffer LLP in trust**, per diem interest at the rate of 10.85% per annum on the Balance Due on Closing and Deposits held in trust for the period from and including May 17, 2016 to and including May 26, 2016. ( $\$391,763.37 \times 10.85\%$  divided by 365 days x 9 days)
3. Your client will pay by way of Certified Cheque to **Harris, Sheaffer LLP in trust**, an Administration Fee in the amount of \$565.00 towards further costs incurred by our client relating to this transaction not closing.
4. All other terms of the Agreement of Purchase and Sale shall remain the same and time to continue to remain of the essence.

■  
BARRY ROTEMENG
■  
GARY H. HARRIS
■  
ROBERT D. SHEAFFER
■  
PHILIP J. DRAPER
■  
MARK F. FREEDMAN  
(1081-9009)
■  
JEFFREY P. SIMER
■  
STEPHEN M. KARR

■  
MARTIN P. HOUSER
■  
MARK L. KAROLY
■  
CAVIN H. BIER
■  
MICHAEL J. BAUM
■  
ROGER M. VINAYAGALINGAM
■  
ARI M. KATZ
■  
RAZVAN L. NICOLAE
■  
MANALI T. PRADHAN

If this transaction is not completed on or before May 26, 2016, our client reserves its right to terminate the Agreement of Purchase and Sale, with no further notice to you or your client and further reserves its rights to retain the existing deposit moneys as liquidated damages and not as penalty and reserves its right to avail itself of all applicable remedies pursuant to the Agreement of Purchase and Sale and at law.

Yours very truly,  
Harris, Sheaffer LLP

  
Ari Katz

AK/km

c.c. 144 Park Ltd.

# APPENDIX “O”

Business Law

Real Estate

Civil Litigation

Wills and Estates



**KAY LAW**  
PROFESSIONAL CORPORATION

May 24, 2016

Harris, Sheaffer  
Barrister & Solicitor  
Suite 310-4100 Yonge Street  
Toronto, Ontario  
M2P 2B5

Attention: Mark L. Karoly/Karen

Dear Sir:

Re: Moore purchase from 144 Park Ltd.  
1407 and 1408-144 Park Street, Waterloo  
Our File No.: 14408 and 14409

Thank you for your letters delivered by fax May 18, 2016. Our client's position, as set out in our letter of May 18, 2016, remains unchanged.

Yours very truly,

Kay Law Professional Corporation

Ioana Mandru  
IM:ls

# APPENDIX “P”

# HARRIS, SHEAFFER LLP

## BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE  
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5  
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

May 27, 2016  
File No.: 090328  
Contact: Karen McNeill 416-250-3695

James D. Clarke  
Kay Law Professional Corporation  
Barristers and Solicitors  
370 Frederick Street  
Kitchener, Ontario N2H 2P3

Dear Sirs:

Re: Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd. sale to Gregory Moore  
Unit 7, Level 14, Unit 11, Level A, Unit 58, Level 2, WSCP 591  
Suite 1407, 144 Park Street, Waterloo, Ontario N2L 0B6

We are the solicitors for 144 Park Ltd..

Further to our letter of incorrectly dated July 8, 2015 (faxed to your office on May 18, 2016), the default under the terms of an Agreement of Purchase and Sale with Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd. to purchase the above noted property has not been cured. Accordingly, our client hereby terminates the above-noted transaction due to your client's failure to remedy the default as set out in the Default Letter.

Our client will retain the existing deposit moneys as liquidated damages and not as penalty and shall avail itself of all applicable remedies pursuant to the Agreement of Purchase and Sale and at law and reserves the right to bring such action as may be necessary for any such damages it incurs as a result of your client's default. **Kindly have your client return all keys in his possession with respect to the above referenced units by no later than Monday, May 30, 2016 to Mint Realty.**

Yours very truly,  
Harris, Sheaffer LLP

  
Art Katz

AK:km

c.c. Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd.

# HARRIS, SHEAFFER LLP

**BARRISTERS & SOLICITORS**

YONGE CORPORATE CENTRE  
4100 YONGE STREET, SUITE 610, TORONTO ONTARIO M2P 2B5  
TELEPHONE (416) 250-5800 / FACSIMILE (416) 250-5300

May 27, 2016  
File No.: 090328  
Contact: Karen McNeill 416-250-3695

James D. Clarke  
Kay Law Professional Corporation  
Barristers and Solicitors  
370 Frederick Street  
Kitchener, Ontario N2H 2P3

Dear Sirs:

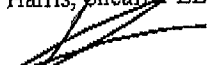
Re: Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd. sale to Gregory Moore  
Unit 8, Level 14, Unit 18, Level 3, Unit 92, Level A, WSCP 591  
Suite 1408, 144 Park Street, Waterloo, Ontario N2L 0B6

We are the solicitors for 144 Park Ltd..

Further to our letter of incorrectly dated July 8, 2015 (faxed to your office on May 18, 2016), the default under the terms of an Agreement of Purchase and Sale with Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd. to purchase the above noted property has not been cured. Accordingly, our client hereby terminates the above-noted transaction due to your client's failure to remedy the default as set out in the Default Letter.

Our client will retain the existing deposit moneys as liquidated damages and not as penalty and shall avail itself of all applicable remedies pursuant to the Agreement of Purchase and Sale and at law and reserves the right to bring such action as may be necessary for any such damages it incurs as a result of your client's default. Kindly have your client return all keys in his possession with respect to the above referenced units by no later than Monday, May 30, 2016 to Mint Realty.

Yours very truly,  
Harris, Sheaffer LLP



Ari Katz

AK:km

c.c. Collins Barrow Toronto Limited in its capacity as court-appointed trustee of 144 Park Ltd.

■ BARRY ROTENBERG ■ GARY H. HARRIS ■ ROBERT D. SHEAFFER ■ PHILIP J. DRAPER ■ MARK F. FREEDMAN (1981 2030) ■ JEFFREY P. SILVER ■ STEPHEN M. KARR  
■ MARTIN P. HOUSER ■ MARK L. KAROLY ■ GAVIN H. BIRBA ■ MICHAEL J. BAUM ■ ROGER M. VINAYAGALINGAM ■ ARI M. KATZ ■ RAZVAN L. NICOLAE ■ MANALI T. PRADHAN



**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. CV15-10843-00CL

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

Proceedings commenced at Toronto

**MOTION RECORD**  
(returnable July 21, 2016)

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

**Harvey Chaiton (LSUC #21592F)**  
Tel: (416) 218-1129  
Fax: (416) 218-1849  
E-mail: harvey@chaitons.com

**Sam Rappos (LSUC #51399S)**  
Tel: (416) 218-1137  
Fax: (416) 218-1837  
E-mail: samr@chaitons.com

**Lawyers for the Trustee**