

**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

(re Vesting Order for Sale Transaction and other relief)
(returnable June 14, 2017)

June 8, 2017

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(as of June 8, 2017)

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**ONTARIO
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**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
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TAB 1

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

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

NOTICE OF MOTION

(re Vesting Order for Sale Transaction and other relief)
(returnable June 14, 2017)

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 Wednesday June 14, 2017 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) if necessary, an order abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on June 14, 2017;
- (b) an order vesting the right, title and interest of 144 Park Ltd. (“144 Park”) in residential condominium unit known as suite 1707 (“Unit 1707”), parking unit

known as unit 39, level 1, and storage unit known as unit 33, level 2, in and to Brett Garry Beswetherick, free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Trustee's certificate to the Unit 1707 purchaser;

- (c) an order approving the Nineteenth Report of the Trustee dated June 8, 2017 (the "**Nineteenth Report**") and the conduct and activities of the Trustee as described therein; and
- (d) such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

1. 144 Park was the owner of a 19-storey residential condominium project containing 148 residential units and a guest suite.
2. On January 22, 2015, CBTL was appointed as Trustee 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 (the "**Appointment Order**").
3. There were 128 units that were the subject of agreements of purchase and sale between 144 Park and purchasers, and 20 unsold units (the "**Unsold Units**").

Sale of Unit 1707

4. The Appointment Order did not authorize the Trustee to sell the Unsold Units, which includes Unit 1707.
5. Pursuant to the Order of The Honourable Mr. Justice Newbould dated August 5, 2015, the Trustee was authorized by the Court to sell the Unsold Units, which includes Unit 1707 and Unit 1607, 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.
6. The Trustee has entered into an agreement of purchase and sale with respect to Unit 1707, which has a purchase price in excess of 95% of the listing price.
7. As a result, the Trustee does not require Court approval with respect to the sale transaction. However, the Trustee requires the Court to grant a vesting order with respect to the sale transaction.

General

8. The Nineteenth Report.
9. Rules 1.04, 1.05, 2.01, 2.03, and 37 of the *Rules of Civil Procedure* (Ontario).
10. Section 68 of the *CLA*.
11. The inherent jurisdiction of the Court.
12. 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 Nineteenth Report and the appendices annexed thereto; and
2. such further and other material as counsel may advise and this Honourable Court may permit.

June 8, 2017

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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

(re Vesting Order for Sale Transaction and other relief)
(returnable June 14, 2017)

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TAB 2

Court File No. CV15-10843-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

NINETEENTH REPORT OF THE TRUSTEE

June 8, 2017

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INTRODUCTION AND PURPOSE OF THE NINETEENTH 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 nineteenth report of the Trustee (the “**Nineteenth Report**”) is to:
 - a) provide the Court with information on a statement of claim issued by the Trustee’s insurer against various parties in relation to a flooding incident that occurred in March 2015;
 - b) provide the Court with an update on the progress of the conciliation inspection process undertaken by Tarion Warranty Corporation (“**Tarion**”) with regard to common element deficiencies claimed by Waterloo Standard Condominium Corporation 591 (the “**Condominium Corporation**”);
 - c) request that the Court grant orders:
 - i. vesting the right, title and interest of 144 Park in residential condominium unit known as suite 1707 (“**Unit 1707**”), parking unit known as unit 39, level 1, and storage unit known as unit 33, level 2, in and to Brett Garry Beswetherick (the “**Unit 1707 Purchaser**”), free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Trustee’s certificate to the Unit 1707 Purchaser; and
 - ii. approving the Nineteenth Report and the activities and conduct of the Trustee as described herein.

TERMS OF REFERENCE

- 3. In preparing this Nineteenth Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of 144 Park and information received from third-party sources (collectively, the “**Information**”). Certain of the information contained in this Nineteenth Report may refer to, or is based on, the Information. As the Information has been provided by 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 Nineteenth 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 (with the exception of 145 vesting orders for sold residential units, parking and storage units, and the vesting order for the guest suite known as unit 36 on level 3 (the “**Guest Suite**”)).
- 5. All references to dollars in this Nineteenth Report are in Canadian currency.
- 6. Capitalized terms not otherwise defined in the Nineteenth Report are as defined in the Appointment Order, and in the first eighteen reports of the Trustee.

BACKGROUND

- 7. 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.
- 8. Pursuant to the Appointment Order, the Trustee was authorized and empowered by the Court 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.
9. As of the date of the Trustee's appointment, 144 Park had entered into agreements of purchase and sale with purchasers ("**144 Park Sale Agreements**") for the sale of 129 residential units and parking and storage units to be allocated by 144 Park to the purchasers.
 10. One of the sale transactions was a 144 Park Sale Agreement with a construction lien claimant, Brody Wall System Ltd., dated December 5, 2014 with respect to residential unit known as suite 1503, 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.
 11. As a result, there were 128 units that were the subject of 144 Park Sale Agreements, and 20 unsold units (collectively, the "**Unsold Units**").
 12. The Appointment Order did not authorize or empower the Trustee to market or sell the Unsold Units.
 13. Pursuant to the Order of The Honourable Mr. Justice Newbould dated August 5, 2015 (the "**August 5th Order**"), the Trustee was authorized by the Court to retain and engage Mint Realty to market any of the Unsold Units on the terms and conditions of the Mint Realty Proposal (as defined in the Third Report of the Trustee dated July 30, 2015) and 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.

14. As at the date of this Nineteenth Report, the Trustee has closed transactions in respect of 145 residential units along with 146 parking units and 146 storage units and the Guest Suite.

STATEMENT OF CLAIM

15. As set out in the Trustee's First Report dated April 17, 2015 (the "**First Report**"), on the evening of Friday, March 20, 2015, the Trustee was advised by personnel on site at the Property that a ball valve (the "**Ball Valve**") in residential condominium unit known as suite 502 ("**Unit 502**") had failed. The Ball Valve was attached to the building's heating, ventilation and air conditioning ("**HVAC**") system. The HVAC system at 144 Park is a closed loop system that runs on an ethylene-glycol mixture. Unit 502, at the time, was an unoccupied unit and as a result of the Ball Valve failure, the ethylene-glycol mixture from the HVAC system flooded the unit and damaged Unit 502 and various adjacent units and common areas. A copy of the First Report, without appendices, is attached hereto as **Appendix "A"**.
16. As further set out in the First Report, although the Trustee immediately contacted the HVAC installer, Nelco Mechanical Ltd. ("**Nelco**"), to repair or replace the Ball Valve, and called an emergency services provider, IBX Services, to clean up and dry out the affected areas, extensive damage had already occurred. The Trustee notified its insurer, Northbridge Insurance ("**Northbridge**") and on March 24, 2015, Northbridge, the Trustee and Northbridge's contractor, Strone Restoration Services ("**Strone**"), attended at the Property to view the damage.
17. Strone was engaged by Northbridge to rectify the damage and Strone did so over the course of the following approximately 90-120 days. The Trustee was requested by Northbridge to subrogate to Northbridge any claim the Trustee had against parties associated with the flooding incident and damages therefrom, which the Trustee agreed to. The cost to repair the damage that occurred totaled approximately \$240,000, which Northbridge paid for, less a \$50,000 deductible paid by the Trustee.

18. As set out in the Trustee's Second Report dated June 23, 2015 (the "**Second Report**"), Northbridge engaged an engineer, Robert G. McEwen & Associates Ltd. ("**McEwen**") to prepare a report (the "**McEwen Report**") and conduct a metallurgical analysis on the Ball Valve. The result of the metallurgical analysis was that the Ball Valve did not meet North American standards and failed as a result of significant dezincification of the Ball Valve. A copy of the Second Report, without appendices, is attached hereto as **Appendix "B"**.
19. After completion of McEwen's testing and reporting, Northbridge sought to recover the amounts it paid to rectify the damage at the Property from the various parties associated with the manufacture, supply, distribution and installation of the Ball Valve, including Nelco, HTS Engineering Ltd., Omega Heat Pump Inc., Sigma Convector Enclosure Corp. and Noble Trade Corporation (collectively, the "**Associated Parties**"). Northbridge retained Hughes Amys LLP ("**Hughes Amys**") as its legal counsel with regard to this matter.
20. Hughes Amys contacted the Associated Parties on behalf of Northbridge with a view to putting them on notice and moving Northbridge's claim forward; however, the Associated Parties refused to acknowledge Northbridge's claim and requested a copy of the McEwen Report, which Northbridge refused to release in the event that litigation ensued.
21. On May 19, 2016, Hughes Amys wrote to the Associated Parties through their insurers and/or legal counsel and to the property manager of the Property to advise that McEwen would be arranging a date for testing, pursuant to an examination protocol, of the Ball Valve at a third party testing facility by an independent engineer. The purpose of arranging this testing was to have the Associated Parties and property manager of the Property and their experts attend at the third party facility to view and obtain the results of the testing by an independent party of the Ball Valve.
22. The independent testing of the Ball Valve occurred on September 29, 2016 at Steel Image Inc. in the presence of experts representing the various parties with an interest in the matter. This independent testing confirmed McEwen's results. On January 30, 2017, Hughes Amys wrote to the Associated Parties to attempt to resolve the matter and advised that if

the matter was not resolved by March 1, 2017, litigation would be commenced by the Trustee.

23. A statement of claim in the Trustee's name against the Associated Parties was issued on March 16, 2017 and the Trustee has been informed by Hughes Amy that each of the Associated Parties has been served. The Trustee will update the Court on this matter as it progresses.

CONCILIATION INSPECTION

24. As set out in the Trustee's Sixteenth Report dated February 15, 2017 (the "**Sixteenth Report**"), a list of 1,318 common element deficiencies (the "**1st Year PATS List**") was provided to the Trustee and Tarion by the Condominium Corporation on March 24, 2016. The Trustee has attended to most of the items it considers to be deficiencies warranted by Tarion ("**Warranted Deficiencies**") and is of the view that numerous items included by the Condominium Corporation on the 1st Year PATS List do not represent Warranted Deficiencies.
25. As further set out in the Sixteenth Report, on September 26, 2016, Tarion contacted the Trustee and the Condominium Corporation to advise that it would be conducting a conciliation process, which included attending on-site to inspect claimed deficiencies and issuing a warranty assessment report (the "**Assessment Report**") that sets out which items are and are not warranted by Tarion. A copy of the Sixteenth Report, without appendices, is attached hereto as **Appendix "C"**.
26. Upon Tarion's issuance of the Assessment Report, the Trustee has the option of rectifying the Warranted Deficiencies or coming to a monetary settlement with the Condominium Corporation.
27. Tarion's on-site inspections concluded in or about February 2017. Tarion previously advised that the Assessment Report would be issued in or about March 2017. On April 12, 2017, Tarion advised the Trustee and the Condominium Corporation that it was experiencing some delays in delivery of the Assessment Report and that it will likely be

issued at the end of May 2017. Tarion has not yet issued the Assessment Report, but has advised that the delay primarily relates to one item on the 1st Year PATS List, which item is discussed below.

28. On the basis that the Ball Valve discussed previously herein failed and resulted in the flooding incident that occurred on March 20, 2015, the Condominium Corporation has claimed that all the ball valves in the entire building are deficient and require replacement because Nelco supplied them all. The Trustee's view was that there was no evidence or documentation setting out that the remaining ball valves in the building are deficient and Tarion agreed with this position. Tarion advised that the onus to substantiate such a claim was on the Condominium Corporation and not the Trustee's to disprove.
29. With a view to facilitating the Condominium Corporation's ability to provide such supporting evidence, the Trustee consented to allow the Condominium Corporation to remove six ball valves (the "**Sample Valves**") from various areas of the building and have them tested by an independent party.
30. The Condominium Corporation engaged Pario Engineering & Environmental Sciences ("**Pario**") to test the Sample Valves. Pario issued a report dated February 22, 2017 with the results of its testing (the "**Pario Report**"). The Trustee has reviewed the Pario Report with its general contractor and legal counsel and is of the view that the Pario Report is inconclusive and does not substantiate the Condominium Corporation's claim because it does not state that any of the Sample Valves are deficient in composition or structure.
31. Tarion has advised that it has engaged an independent party to review the results of the independent testing of the Ball Valve that occurred on September 29, 2016 in conjunction with the Pario Report in order to conclude on whether it will warrant the Condominium Corporation's claim with regard to this matter. The Trustee understands that Tarion's expert is currently reviewing the documentation and findings in relation to the Ball Valve and the Sample Valves.
32. On May 25, 2017, the Condominium Corporation sent to the Trustee a second-year common element deficiency listing consisting of 154 claimed deficiencies (the "**2nd Year PATS Listing**"). The Trustee's general contractor is currently in the process of reviewing

the 2nd Year PATS Listing with a view to providing comments thereon. The Trustee will report on 2nd Year PATS Listing as matters develop in this regard.

SALE OF UNIT 1707

33. The Unsold Units included Unit 1707, which is a residential condominium unit.
34. The Trustee entered into an agreement of purchase and sale with the Unit 1707 Purchaser dated April 26, 2017 for the sale of Unit 1707, with a parking unit and storage unit to be allocated by the Trustee.
35. The listing price for Unit 1707 was \$449,990 and the purchase price is \$430,000, which is slightly higher than 95% of the listing price. As a result, pursuant to the August 5th 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 the Unit 1707 Purchaser. Attached hereto as **Appendix "D"** are the parcel registers for the property subject to this sale transaction.

TRUSTEE'S REQUEST TO THE COURT

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

All of which is respectfully submitted to this Court as of this 8th day of June, 2017.

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

Per: 

Name: Daniel Weisz, CPA, CA, CFF, 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)**

**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**

FIRST REPORT OF THE TRUSTEE

April 17, 2015

INTRODUCTION

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) (“CLA”) trustee (the “Trustee”) with respect to lands and premises 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”). A copy of the Appointment Order is attached as Appendix “A”.

2. The Appointment Order authorized the Trustee 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;

 - c) complete and register the condominium declaration and do whatever else is necessary in order to cause the registration of the proposed condominium at the Property; and

 - d) complete the existing agreements of purchase and sale for the 129 pre-sold condominium units and related lockers and parking units that form part of the Property.

3. In addition, pursuant to paragraph 23 of the Appointment Order, the Trustee was authorized to borrow up to \$500,000 (or such greater amount as the Court may further authorize), and any such borrowings, together with interest and charges thereon, is

secured by a fixed and specific charge over the whole of the Property, in priority to all claims in favour of any person, including construction lien and trust claims, but subordinate in priority to the Administration Charge.

PURPOSE OF FIRST REPORT

4. The purpose of the first report of the Trustee (the “**First Report**”) is to:
 - a) provide to the Court details of the Trustee’s activities since its appointment on January 22, 2015;
 - b) request that the Court grant an Order or Orders:
 - i. approving the Trustee’s activities as set out in the First Report;
 - ii. authorizing the Trustee to terminate or disclaim an agreement of purchase and sale for a residential unit that was entered into by 144 (as defined below) with a construction lien claimant prior to the commencement of this proceeding for no cash consideration;
 - iii. increasing the amount that the Trustee may borrow from \$500,000 to \$750,000 and authorizing and empowering the Trustee to borrow such funds from MarshallZehr Group Inc. (“**MarshallZehr**”) on the terms and subject to the conditions of the commitment letter dated April 2, 2015 between the Trustee and MarshallZehr;
 - iv. approving an agreement entered into by the Trustee for the transfer of certain parking spaces to the Property; and

- v. approving a claims process for the submission, review and determination of all lien claims pursuant to the *CLA* for the provision of services and materials prior to January 22, 2015 with respect to the Property, and establishing a committee to assist the Trustee in the review of the claims.

TERMS OF REFERENCE

5. In preparing this First Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of 144 Park Ltd. ("144"), discussions with management and employees of 144 and other companies within the MADY Group ("MADY"), and information received from third-party sources (collectively, the "**Information**"). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been provided by 144 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.

BACKGROUND

6. This proceeding was commenced by way of application by 144, the registered owner of the Property. The Property was acquired by 144 in September 2011 for the purpose of developing the lands and constructing a 19 story residential condominium project containing 149 total units (the "**144 Park Project**"). 144 is part of the MADY Group, a

diversified real estate development group with commercial and residential business operations across North America.

7. The 144 Park Project has been completely constructed and 129 units within it have been sold to purchasers, with the vast majority of purchasers in interim occupancy and awaiting final closings.
8. There remain 20 unsold units in the 144 Park Project consisting of two (2) penthouse units, 15 apartment style units, and three (3) townhouse units (collectively, the "Unsold Units"). All work has been completed on the Unsold Units, other than the installation of flooring, kitchen and bathroom cabinets, and countertops. The remaining work requires input from purchasers as it involves selecting the materials and finishes to be used.
9. 144 commenced this proceeding as it was insolvent. Over \$3.0 million in construction liens had been registered against the 144 Project, and it was necessary for a trustee to be appointed to complete the remaining steps to register the condominium declaration, complete the closing of the 129 pre-sold units, complete the sale of the Unsold Units, and distribute the sale proceeds pursuant to Court order.
10. Additional information with respect to the 144 Project can be found in the Affidavit of Greg Puklicz sworn January 16, 2015, a copy (without exhibits) of which is attached hereto as **Appendix "B"**. A copy of the affidavit with exhibits can be found on the Trustee's website at: <http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/144-park-ltd>

TRUSTEE'S ACTIVITIES TO DATE

11. The Trustee has undertaken the following activities in accordance with the terms of the Appointment Order since its appointment, with the primary focus being on taking all steps necessary to register to condominium plan for the 144 Park Project:

Operational

- a) opened the Trustee's trust account with Laurentian Bank of Canada;
- b) closed the HST account of 144 and opened the Trustee's HST account;
- c) caused to be deposited the occupancy cheques for January and February 2015, and collected and deposited occupancy cheques for March 2015;
- d) coordinated requests for April 2015 occupancy cheques to be sent to the Trustee by occupants, which have now been deposited;
- e) attended at the offices of Harris Sheaffer LLP, condominium law lawyers for 144, to discuss matters and coordinate tasks;
- f) attended at and toured the 144 Park Project;
- g) attended to re-establishment and supply of required building services including concierge, security, snow removal and salting, property cleaning and property management;
- h) attended to obtaining building insurance and updating insurance coverage;
- i) facilitated required major overdue maintenance of HVAC system, which primarily involved top-up of the glycol level in the HVAC system;

- 7 -

- j) facilitated required inspection of and repairs to the boiler system as a result of residents reporting a lack of hot water;
- k) attended to amending the Shared Facilities Agreement and Condominium Declaration;
- l) attended to the issue of leakage from windows in various suites;
- m) attended to the issue of a leaking pipe in parking garage;
- n) attended two meetings with Tarion Warranty Corporation to discuss the status of the project and a plan to deal with outstanding deficiencies;
- o) contacting and engaging contractors to attend to in suite deficiencies;

Building Permit Issues Addressed

- p) completed fire stopping;
- q) attended to ordering and installation of two PH mechanical room doors;
- r) attended to issues with smoke detector protective caps;
- s) attended to issue with paint on emergency speakers;
- t) attended to installation of missing caps and sleeves on sprinklers and fire safety system;
- u) attended to fire inspection and backflow inspection;

- v) arranged for landscape inspection and received approval from the City for same;
an
- w) arranged for relocation of a sprinkler head based on direction from the City's building inspector. The City's building inspector has advised that he is satisfied with all of the items in the building.

City and Region Clearance Conditions

- x) held discussions with and coordinated completion of work and execution of a required declaration with Acoustical Engineer, with respect to garage silencer, which declaration was required for City and Region clearance;
- y) held discussions with the Structural Engineer of record and coordinated execution of required declaration for City and Region clearance;
- z) held discussions with the Architect of record and coordinated execution of required declaration (to be delivered just prior to registration);
- aa) received clearance from City on Plan of Condominium;
- bb) received clearance from Region for easements regarding utilities and drainage;
- cc) received clearance from Region on electrical services provided by Waterloo North Hydro;
- dd) received clearance from Region on Undertaking regarding Excess Lands;
- ee) received clearance from Region regarding Certification Letter;

- ff) received clearance from Region on Undertaking regarding miscellaneous units;
- gg) received approval from the City for an amended Shared Facilities Agreement with One 55 Mady Ltd. (“One 55”) and Condominium Declaration;
- hh) caused to be registered the Shared Facilities Agreement;
- ii) submitted Region Development Agreement for signing and registration on title;
- jj) submitted City Warning Agreement for signing and registration;
- kk) submitted Surveyor’s final draft plans to City for approval; and
- ll) negotiated with the City for the construction and installation of public art at the 144 Park Project.

12. Based on information received from the City on April 16, 2015, the Trustee understands that the items set out below are the remaining outstanding items to obtain the City’s approval for formal registration of the Condominium Plan. The status of such issues is also set out below:

- a) Architect’s Report – Barring any unforeseen issues, the architect should have the report completed and submitted to the City by the end of next week.
- b) Payment of Property Taxes – the City is in the process of generating a statement, which shall be paid by the Trustee as soon as possible.
- c) Undertaking for Public Art – the City is to confirm the revised wording for the necessary undertaking from the Trustee.

- d) Low Steady Water Flow – the City is looking into the issue of a low steady water flow running into the building’s sanitary sewer that was recently discovered.
- e) Construction Lien on City Land – the City’s solicitor has indicated that regardless of clearing all conditions, no formal approval should be provided until the lien is lifted. This issue is discussed in further detail below.

Flooding at the Property

- 13. On the evening of March 20, 2015, the Trustee was advised by on-site personnel that a flooding incident had occurred at the Property, which was the result of a ball valve breaking in an unoccupied unit on the fifth floor of the 144 Park Project. The ball valve was connected to a heat pump, which is part of the HVAC system installed in the Property by Nelco Mechanical Ltd. (“Nelco”).
- 14. The ball valve break resulted in significant leakage of a mixture of water and glycol, a chemical used in the HVAC system, accumulating in the unoccupied unit and spreading to adjacent units on the fifth floor, certain units on the fourth floor, the third floor and in-suite elevators of two townhouse units and a portion of the third floor parking garage. A total of six units in the Property, portions of the hallways on the fourth and fifth floors and the ceiling of third floor parking garage were damaged. The Trustee was advised that the fire department was on site and was providing direction to on site staff and residents.
- 15. Upon being advised of the incident, the Trustee immediately directed on site staff to contact Nelco to attend at the Property to stop the flooding and replace the ball valve in the fifth floor suite and an emergency restoration services provider to attend to doing what was necessary to clean up the discharge and commence drying out affected units

and common areas. Nelco and IBX Services (“**IBX**”), an emergency services provider, attended the same evening to attend to matters.

16. On March 21, 2015, the Trustee notified its insurer (the “**Insurer**”) of the incident and advised that an emergency services provider had been called out to attend to clean up and damages. The Insurer confirmed with the Trustee that all measures taken by the Trustee were appropriate, that an incident report had been logged and that a representative of the Insurer would be in contact with the Trustee on March 23, 2015 to discuss the matter.
17. On March 24, 2015, the Trustee attended at 144 Park with two representatives of the Insurer and the Insurer’s emergency services provider, Strone Restoration Services (“**Strone**”) to view the damages and determine how to best proceed. The Insurer advised that it wished to continue emergency and restoration services with Strone rather than IBX, which the Trustee consented to. The Trustee toured the affected areas with the Insurer, Strone and on-site staff. Strone advised that it would take approximately 6-8 weeks to deal with the emergency work and restore the suites and common areas of the Property to the state they were in prior to the flooding incident. The insurer advised that under the building insurance policy, the Trustee’s deductible would be \$50,000 and that the Insurer may require that the deductible be paid immediately. The Insurer has not yet advised the Trustee to pay the deductible.
18. Since that time, Strone has been working diligently to attend to remedying the damage that occurred as a result of the flood. The Insurer re-attended at the Property during the week of April 6-10, 2015 to view the work Strone had completed to date and obtain a

detailed understanding of the remaining work to be done. The Insurer has advised that restoration of the affected areas is progressing as expected.

Occupancy Fees

19. Occupancy fees from various residents continue to be outstanding for certain months. These residents have informed the Trustee that they are of the view that they do not need to pay occupancy fees as a result of their dissatisfaction with the following:

- a) the fact that registration of the condominium plan has not yet occurred and that the period of time that has elapsed from the time initial occupancy was provided has been excessive;
- b) the delay in rectifying in-suite deficiencies. The Trustee has engaged a number of trades and they are currently working through rectifying in-suite deficiencies; and
- c) the delay in rectifying common area deficiencies. The Trustee will attend to common area deficiencies after registration.

20. The Trustee continues to pay for utilities and other services required to appropriately maintain the property with occupancy fees that have been paid and from funds borrowed by the Trustee. The Trustee intends to recoup the unpaid occupancy fees upon closing of the units.

TERMINATION OR DISCLAIMER OF AGREEMENT FOR UNIT 1503

21. Pursuant to an agreement of purchase and sale dated December 5, 2014 (the "1503 APS"), Brody Wall System Ltd. ("Brody") agreed to purchase Unit 1503 ("Unit 1503")

in the 144 Park Project from 144. The 1503 APS lists a purchase price of \$324,000. A copy of the 1503 APS with all schedules and amendments is attached as **Appendix "C"**.

22. Schedule "X" to the 1503 APS provides that the consideration for the purchase of Unit 1503 is the partial satisfaction the indebtedness of 144 and other MADY entities to Brody in the amount of \$324,000. As a result, no cash consideration is contemplated in the 1503 APS.
23. Brody is a construction contractor that performed work on the 144 Park Project and other MADY projects. According to the books and records of 144, Brody is owed \$32,532.50. Brody registered a construction lien against the Property on January 21, 2015 in the amount of \$113,327.50, a copy of which is attached as **Appendix "D"**.
24. The 1503 APS was entered into less than sixty (60) days prior to the appointment of the Trustee and at a time when 144 was insolvent.
25. In the Trustee's view, the sale of Unit 1503 to Brody pursuant to the 1503 APS, if completed, would result in Brody obtaining an unjust preference over other creditors of 144. As a result the Trustee is seeking the Court's authorization to terminate or disclaim the 1503 APS.
26. In the event that the Court authorizes the Trustee to terminate or disclaim the 1503 APS, the Trustee intends to market Unit 1503 for sale in order to realize the maximum value for all stakeholders.

PARKING AGREEMENT

27. As noted above, 144 acquired the Property in September 2011. Another company in the MADY Group, One 55, acquired the lands adjacent to the Property and municipally known as 155 Caroline Street South, Waterloo (the "155 Caroline Lands") in May 2011.
28. One 55 was to construct a 19 story residential condominium tower on the 155 Caroline Lands containing 178 residential units ("155 Uptown Waterloo Project"). It was intended that the 155 Uptown Waterloo Project would constitute a second phase to the 144 Park Project, and the two projects would share certain facilities, including parking.
29. One 55 has pre-sold 83 units in the 155 Uptown Waterloo Project. Because of the MADY Group's financial difficulties, no construction work has been commenced on the 155 Caroline Lands.
30. With respect to parking, there are presently 149 parking units located at the 144 Park Project, which was originally comprised of 132 parking units for residents of 144 Park and 17 visitor parking spaces. It was originally contemplated that certain unit owners in the 144 Park Project would be allocated permanent parking units in the 155 Uptown Waterloo Project.
31. The 17 visitor parking spaces in the 144 Park Project were eventually converted to parking units, and 144 has agreed to sell these units to purchasers of the 129 pre-sold residential units.

32. To date, 144 has agreed to sell a total of 156 parking units to the purchasers of the 129 pre-sold residential units. As a result, 144 has sold 7 more parking units to the purchasers of the 129 pre-sold residential units than are currently available at the 144 Park Project.
33. The Unsold Units will also require a number of parking units in order for them to be effectively marketed for sale. Some of the Unsold Units are penthouse units and larger suites, which will likely each require two parking units. The Trustee, in consultation with Charles Mady, the President of 144, has determined that a total of 28 parking units are required for the Unsold Units.
34. Therefore, the 144 Park Project currently requires an additional 35 parking units.
35. Following numerous discussions between One 55 and the Trustee, the parties have agreed, pursuant to an agreement dated April 17, 2015, a copy of which is attached as **Appendix "E"** (the **"Parking Agreement"**) and is subject to the approval of the Court, that One 55 will transfer, when constructed, 35 parking units to 144 for consideration of \$250,000 (inclusive of HST).
36. The acquisition of the additional parking units is necessary in order for the Trustee to market and complete the sales of the Unsold Units.
37. If the Court approves the agreement with One 55, the Trustee intends to register the agreement on title to the 155 Caroline Lands, so that any purchaser of the 155 Caroline Lands will be required to take title to the lands subject to the agreement and will be bound by its terms.

TURNER ARCHITECTS

38. The Trustee has been informed by representatives of the Corporation of the City of Waterloo (the "City") that a construction lien has been registered against lands owned by the City adjacent to the Property and the 155 Caroline Lands by Turner Fleischer Architects ("Turner Architects"). Based on Turner Architects' construction lien, the Trustee understands that Turner Architects provided architectural services to One 55. A copy of Turner's construction lien is attached hereto as **Appendix "F"**.
39. As noted above, the Trustee has been focused since its appointment on completing the necessary steps for registration of the condominium plan for the 144 Park Project in order to close the 129 pre-sold units. Although the work completed by Turner Architects had nothing to do with the 144 Park Project, the City has taken the position that the Trustee must have the lien removed from the City lands before it is prepared to finally approve the condominium plan for the 144 Park Project..
40. If the Parking Agreement is approved by the Court, the Trustee and One 55 have agreed that the funds One 55 will receive will be used in part to bond off the Turner Architects construction lien registered against the City lands. This will allow for the final steps for the registration of the condominium plan to be completed, which is to the benefit of all of 144's stakeholders.

TRUSTEE BORROWINGS

41. In accordance with the authority granted to it under the Appointment Order, to date the Trustee has borrowed \$500,000 from MarshallZehr pursuant to the commitment letter

dated April 2, 2015 (the "Commitment Letter"), a copy of which is attached hereto as **Appendix "G"**.

42. So that the Trustee may complete the agreement with One 55 with respect to the parking units, it requires additional financing. As a result, the Trustee is requesting that the Court increase the borrowings available to the Trustee under the Appointment Order from \$500,000 to \$750,000, and approve the Trustee borrowing such funds from MarshallZehr on the same terms of the Commitment Letter.

43. As set out in the Commitment Letter:

- a) the purpose of the facility is to fund the costs of this proceeding;
- b) the term of the facility is the earliest of demand and 3 months from the date of the initial advance;
- c) the annual rate of interest is 12% calculated on the daily outstanding balance of the facility and compounded monthly, not in advance and with no deemed reinvestment of monthly payments; and
- d) a facility fee of 5% (\$37,500) shall be payable to MarshallZehr (the "Facility Fee").

CONSTRUCTION LIEN CLAIM PROCESS AND VETTING COMMITTEE

44. As noted above, 144 sought the appointment of the Trustee to take all necessary steps to register the condominium plan and complete the sale of the 129 pre-sold units. In the event that the relief sought by the Trustee on this motion is granted by the Court, the

Trustee expects for the condominium plan to be registered in May 2015 and the sale of the 129 pre-sold units to close in early June 2015.

45. As set out in paragraph 5 of the Appointment Order, the Trustee, as soon as practical following the sale of at least 65 of the 129 pre-sold units, is required to bring a motion for interim distribution of the net proceeds.
46. As noted above, at the time 144 commenced these proceedings there were approximately \$3.0 million in construction liens registered against the Property. The Trustee has been informed by its counsel that, as of March 30, 2015, 21 lien claimants had registered construction liens against the Property in a total aggregate amount of approximately \$4.33 million.
47. As a result of the existence of the construction liens, and the need for all construction liens against the Property to be asserted so that the Trustee can make a recommendation to the Court as to the parties entitled to the net sale proceeds, it is necessary, in the Trustee's view, to establish a claims process for the submission, review and determination of all *CLA* lien claims for the provision of services and materials prior to January 22, 2015 with respect to the Property, and that this process be the exclusive process by which all construction lien claims and their priority are determined.
48. The Trustee is proposing the following construction lien claim process be approved by the Court:

- a) a claims bar date of May 15, 2015 be established, by which date all lien claimants must provide to the Trustee specified documentation with respect to their claims, otherwise their claims are forever barred and extinguished;
- b) counsel for three construction lien claimants, along with counsel to Laurentian Bank of Canada as first mortgagee (or its assignee or successor) and counsel to the Trustee, be appointed as a committee (the "Vetting Committee") to, in consultation with and subject to the supervision of the Trustee, administer the claim process, including the review, determination, acceptance, revision, disallowance and/or settlement of any claim;
- c) the Vetting Committee shall, if it reaches a consensus with respect to a claim, recommend to the Trustee to accept, revise and/or disallow a claim by delivering a notice of determination to the claimant including the reasons for such determination;
- d) any determination or disposition by the Trustee, based on a recommendation made by the Vetting Committee, shall have the same force and effect as if made by a court of competent jurisdiction pursuant to the *CLA*;
- e) a claimant may appeal the revision and/or disallowance of its claims as set out in a notice of determination by delivering a dispute notice to the Trustee within 10 days of delivery of the notice of determination from the Trustee. Any claimant who does not deliver a dispute notice within 10 days of delivery of the notice of determination with respect to its claim shall be deemed to have accepted the

determination as set out in the notice of determination, which shall be final and binding; and

- f) any appeal of a notice of determination as set out in a dispute notice for which the Vetting Committee and the Trustee cannot reach a consensus with the claimant, shall either be referred to a claims officer to be appointed by further order of the Court in recommendation by the Vetting Committee and the Trustee, or be heard by the Court. Any appeal hearing before the claims officer shall be conducted as a hearing *de novo* and any appeal of any decision of the claims officer shall be heard by this Court on a timetable approved by this Court.

49. The Trustee is of the view that the construction lien claim process and the establishment of the Vetting Committee will allow for a timely and cost effective adjudication of the claims of the construction lien claimants, and is in the best interest of all of 144's stakeholders.

TRUSTEE'S REQUEST TO THE COURT

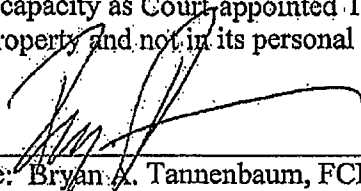
50. Based on the foregoing, the Trustee respectfully requests that the Court issue an Order:

- a) approving the First Report and the Trustee's conduct and activities for the period from January 22, 2015 to April 16, 2015 as described therein;
- b) authorizing the Trustee to terminate or disclaim the 1503 APS;
- c) approving the increase of the Trustee's borrowings amount from \$500,000 to \$750,000 and approving the Marshall/Zehr Commitment Letter and payment of the Facility Fee;

- d) authorizing the Trustee to enter into the Parking Agreement with One 55; and
- e) approving the Construction Lien Claims Process and the establishment of the Vetting Committee.

All of which is respectfully submitted to this Court as of this 17th day of April, 2015.

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

Per: 
 Name: Bryan A. Tannenbaum, FCPA, FCA, FCIRP
 Title: President

I have the authority to bind the corporation

APPENDIX “B”

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**

SECOND REPORT OF THE TRUSTEE

June 23, 2015

INTRODUCTION AND PURPOSE OF THE SECOND 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 lands and premises 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”). A copy of the Appointment Order is attached hereto and marked as Appendix “A”. Copies of the two parcel registers that constituted the Property as of June 14, 2015 are collectively attached hereto and marked as Appendix “B”.

2. The purpose of the second report of the Trustee (the “Second Report”) is to:
 - (a) report to the Court on the Trustee’s activities since April 17, 2015, being the date of the Trustee’s last report to the Court;

 - (b) request that the Court grant an Order:
 - (i) authorizing the Trustee, for and on behalf of 144 Park Ltd. (“144”), to appoint Bryan A. Tannenbaum, Daniel R. Weisz, and Arif N. Dhanani (collectively, the “Directors and Officers”) of Collins Barrow Toronto Limited as directors and officers of the Condominium Corporation (as defined below) in accordance with s. 42(1) of the *Condominium Act* (Ontario) (the “CA”);

- (ii) indemnifying the Directors and Officers against any and all obligations and liabilities that they may incur as directors and officers of the Condominium Corporation, except to the extent that the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct;
- (iii) directing that the Administration Charge (as defined below) stand as security for the indemnity granted to the Directors and Officers; and
- (iv) approving a form of vesting order to be used by the Trustee to complete the sale of 95 pre-sold residential units and related parking units and storage units and authorizing and directing the Registrar of the Ontario Superior Court of Justice (Commercial List) to sign, issue and enter each vesting order as completed by Chaitons LLP upon delivery of a Trustee certificate confirming the name(s) of the purchaser(s) and the legal description of the property as set out in each vesting order.

TERMS OF REFERENCE

3. In preparing this Second Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of 144, discussions with management and employees of 144 and other companies within the MADY Group ("MADY"), and information received from third-party sources (collectively, the "Information"). Certain of the information contained in this Second Report may refer to, or is based on, the Information. As the Information has been provided by 144 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.

BACKGROUND

4. This proceeding was commenced by way of application brought by 144, the registered owner of the Property. A copy of the Affidavit of Greg Puklicz sworn January 16, 2015 (the "Puklicz Affidavit"), without exhibits, with respect to the application is attached hereto and marked as **Appendix "C"**. A complete copy of 144's Application Record can be found on the Trustee's website at:

<http://www.collinsbarrow.com/en/cbn/restructuring-and-recovery-engagements/144-park-ltd>

5. The Property was acquired by 144 in September 2011 for the purpose of developing and constructing a 19 story residential condominium project containing 149 residential units (the "144 Park Project").
6. 144 is part of the MADY Group, a diversified real estate development group with commercial and residential business operations across North America.
7. At the time of the commencement of this proceeding:
 - (a) 144 was insolvent;

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- (b) the 144 Park Project had been completely constructed but the condominium declaration had yet to be finalized and registered;
 - (c) 129 residential units had been sold to purchasers, with the vast majority of purchasers in interim occupancy and awaiting final closings;
 - (d) there were approximately 20 unsold residential units that all work had been completed on, other than the installation of flooring, kitchen and bathroom cabinets, and countertops, which are typically completed with purchaser input;
 - (e) over \$3.0 million in construction liens had been registered against the 144 Park Project; and
 - (f) it was necessary for a trustee to be appointed to complete the remaining steps to register the condominium declaration, complete the closing of the pre-sold residential units, complete the sale of the unsold residential units, and distribute the net sale proceeds pursuant to Court order.¹
8. 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

¹ In accordance with a request made by construction lien claimants at the hearing of 144's application, the Appointment Order does not authorize or empower the Trustee to market the unsold units.

(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.

9. The Appointment Order also provided that the Trustee, its counsel, and counsel to 144 were granted a charge over the Property (the "Administration Charge") as security for payment of their respective fees and disbursements.

10. Additionally, the Court authorized and empowered the Trustee to complete and register the condominium declaration and do whatever else was necessary in order to cause the registration of the proposed condominium at the Property. The steps necessary to complete the registration of the condominium were set out in Schedule "B" of the Appointment Order.

11. The Trustee filed its first report to the Court dated April 17, 2015 (the "First Report") in connection with the Trustee's motion that was heard on April 23, 2015. A copy of the First Report, without appendices, is attached hereto and marked as Appendix "D". A complete copy of the First Report can be found on the Trustee's website.

12. As set out in the First Report, the Trustee reported to the Court on its activities since the date of its appointment, and requested that the Court approve its conduct and activities as set out in the First Report. The Trustee also sought orders from the Court:

(a) authorizing it to terminate or disclaim an agreement for purchase and sale for a residential unit that was entered into with a lien claimant for no cash consideration;

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- (b) approving the increase of its borrowings amount from \$500,000 to \$750,000 and approving the related commitment letter and payment of a facility fee thereunder;
 - (c) authorizing it to enter into an agreement related to parking for the 144 Park Project; and
 - (d) approving a construction lien claims process.
13. Pursuant to the Order of Mr. Justice Wilton-Siegel dated April 23, 2015, the Court approved the Trustee's conduct and activities as set out in the First Report, and approved a commitment letter and authorized the Trustee to borrow and perform its obligations thereunder. A copy of the Order dated April 23, 2015 is attached hereto and marked as **Appendix "E"**.
14. Justice Wilton-Siegel also granted an Order (re Construction Lien Claims Process) dated April 23, 2015, a copy of which is attached hereto and marked as **Appendix "F"**. With respect to the two Orders, Justice Wilton-Siegel issued a hand-written Endorsement, a copy of which is attached hereto and marked as **Appendix "G"**.
15. As referenced in the Endorsement, the matters relating to the approval of the parking agreement and the termination or disclaimer of the agreement of purchase and sale for a residential unit were adjourned to April 30, 2015.
16. The Trustee filed a supplement to the First Report dated April 29, 2015 (the **"Supplementary Report"**) in connection with the adjourned matters. A copy of the Supplementary Report is attached hereto and marked as **Appendix "H"**.

17. Following discussions with the relevant parties, the Trustee determined that it would not proceed to seek the relief with respect to the parking agreement. The relief related to the termination of the agreement of purchase and sale went ahead unopposed. Attached hereto and marked as Appendix "I" is a copy of the Order of Mr. Justice McEwen dated April 30, 2015 approving the conduct and activities of the Trustee as set out in the Supplementary Report and authorizing the Trustee to terminate or disclaim the agreement of purchase and sale.

TRUSTEE'S ACTIVITIES SINCE THE FIRST REPORT

18. The Trustee has undertaken the following activities in accordance with the terms of the Appointment Order since April 17, 2015, being the date of the First Report:
- (a) coordinating and collecting occupancy fees for the months of May and June 2015;
 - (b) reviewing and executing on behalf of 144 the final Plan of Condominium 30CDM-13406 (the "Plan");
 - (c) clearing all conditions for registration of the Property, including:
 - (i) coordinating completion and submission to the City of Waterloo (the "City") of an architect's report in accordance with the *Building Code Act* (Ontario);
 - (ii) payment of all outstanding property taxes;
 - (iii) doing all things necessary, including making a payment of \$26,180 to Turner Fleischer Architects Inc., to vacate its lien on City lands for non-

- payment of amounts owed to it by One 55 Mady Ltd., a related party to 144, which issue was discussed in the First Report;
- (iv) coordinating the attendance at the Property by a representative of the City to review the matter of a low steady water flow into the sanitary sewer of the Property and obtaining confirmation from the City that there is no issue in this regard;
 - (v) caused to be published on May 14, 2015 in the Daily Commercial News, Form 24 – Notice of Intention to Register a Condominium in accordance with the *CA*, under s. 33.1 of the *CA*;
 - (vi) obtaining clearance from the Regional Municipality of Waterloo to proceed to register the condominium declaration and the Plan on May 20, 2015;
 - (vii) submitting materials to and obtaining confirmation from the Land Registry Office of the successful registration of the condominium declaration and the Plan on May 25, 2015;
- (d) continuing to engage trades and hourly labourers to address in-suite and certain common area deficiencies;
- (e) responding to calls from creditors requesting an update on the proceedings;
- (f) attending to and facilitating operating matters, including:
- (i) start-up of the cooling tower;

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- (ii) installation of a "wind break" at the front door of the Property;
- (iii) modification and servicing of the handicapped lift;
- (iv) installation of a fob reader at the side door of the building;
- (g) reviewing and discussing with Canada Revenue Agency ("CRA") its correspondence notifying the Trustee of its intention to examine the Trustee's Harmonized Sales Tax returns and supporting documentation thereto for the months of March and April 2015 and doing all things necessary to assemble the information requested by CRA and release it to them, prior to their 30 day deadline;
- (h) reviewing and approving closing documentation for various purchasers;
- (i) reviewing lien claims and supporting documentation from lien claimants, comparing information submitted to the books and records of 144 and contacting counsel for lien claimants for further information or clarification of items included in lien claims;
- (j) corresponding and discussing with the Trustee's insurer, Northbridge Insurance (the "Trustee's Insurer"), the equipment ("Equipment") failure in unit 502 that resulted in a flooding incident (the "Flooding Incident") on March 20, 2015. The Flooding Incident is further discussed in the First Report as well as below;
- (k) attending numerous conference calls and meetings regarding the sale by 144 of parking units in excess of availability in the Property and the manner in which to

proceed with contacting and dealing with purchasers to attempt to resolve the situation;

- (l) attending to completion of the Second Report; and
- (m) posting various documents to the Trustee's website in accordance with the Commercial List E-Service Protocol.

Flooding at the Property

19. As discussed in detail in the First Report, on the evening of March 20, 2015, the Trustee was advised by on-site personnel that a flooding incident occurred at the Property as a result of a ball valve breaking in unit 502, an unoccupied unit, on the fifth floor of the project. The Trustee had an emergency services provider attend immediately at the Property to commence clean-up work and the Trustee's Insurer was notified.
20. On March 24, 2015, the Trustee attended at the Property with the Trustee's Insurer and its contractor ("Strone") to review the damage and obtain an estimate and timeframe for the repair work to be completed, which timeframe was estimated to be approximately 6-8 weeks. The Trustee's Insurer obtained an estimate for repair of the damaged suites and common areas, which estimate totaled approximately \$140,000. In accordance with the terms of its insurance policy, the Trustee has paid to Strone the insurance deductible of \$50,000.
21. On May 1, 2015, the Trustee's Insurer contacted the Trustee to advise that its engineer, Robert G. McEwen & Associates Ltd. ("McEwen"), had prepared a report (the "Engineer's Report") and caused to be conducted a metallurgical analysis on the

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- Equipment. The Trustee's Insurer has not publicly released the Engineer's Report as it will be relying on the report to make a claim against the relevant parties that manufactured, distributed and/or installed the Equipment. On this basis, the Engineer's Report has not been attached hereto; however, should the Court require it, the Trustee will request of the Trustee's Insurer that it provide the Court with a copy on a confidential basis.
22. The Trustee's Insurer recommended that the Trustee have a qualified professional examine the Equipment in other suites of the Property to determine whether the same Equipment had been used throughout the building. The Trustee requested of Strone that it inspect the Equipment in five other suites, being those suites affected by the Flooding Incident. Strone conducted a visual inspection of the Equipment in the other suites and confirmed that the same Equipment had been used. On this basis, the Trustee's Insurer advised that it was likely that the same Equipment had been used throughout the Property and recommended that the Trustee contact Nelco Mechanical Limited ("Nelco") to request that it replace the Equipment throughout the building. The Trustee's Insurer also caused McEwen to provide to the Trustee a letter (the "**Engineer's Letter**") summarizing the findings in the Engineer's Report in order to support the Trustee's request of Nelco. A copy of the Engineer's Letter is attached hereto and marked as **Appendix "J"**.
23. On May 21, 2015, the Trustee wrote to Nelco to advise it of the situation and to request that Nelco confirm by May 22, 2015 that it would replace the Equipment. A copy of the Trustee's correspondence to Nelco (the "**Nelco Letter**") is attached hereto and marked as **Appendix "K"**. Nelco contacted the Trustee on May 21, 2015 to advise that they could not possibly respond to the Trustee's request by May 22, 2015 and would need additional

time to consider same. The Trustee responded to Nelco and advised that it would give Nelco until noon on May 25, 2015 to respond.

24. On May 22, 2015, legal counsel for HTS Engineering Ltd. ("HTS"), the supplier of heat pumps that contain the Equipment, contacted the Trustee to advise of the following:
 - (a) HTS' counsel had reviewed the Nelco Letter and the Engineer's Letter; and
 - (b) The chain of supply for the Equipment involved the sale of the Equipment from Noble Trade to Omega Heat Pumps, who subsequently sold it to HTS. HTS then sold the Equipment to Nelco, who installed it.

25. HTS' counsel further advised that HTS required a reasonable opportunity to:
 - (a) investigate this matter;
 - (b) retain an engineer; and
 - (c) inspect the failed valve and the alleged defective valves in the other units.

26. On May 25, 2015, Nelco advised that its insurance provider was in contact with the Trustee's Insurer in addition to several other suppliers, heat pump manufacturers, valve suppliers and HTS. Nelco informed the Trustee that its insurance company advised that Nelco was not to change out any valves until a complete investigation can be carried out by all parties involved.

27. On May 25, 2015, counsel to the Trustee advised that it should allow a reasonable time for Nelco, HTS and others (the "Equipment Suppliers") to conduct their investigation into the Equipment. On June 8, 2015, the Trustee was contacted by HTS' counsel to

request that an expert retained by HTS be granted access to two suites in order to inspect the Equipment therein, which request the Trustee granted. As at June 18, 2015, the Equipment Suppliers' investigation continues and correspondence between HTS' insurer and the Trustee's Insurer was exchanged wherein HTS's insurer was requesting that the Equipment be made available for inspection by its expert. The Trustee will report further details in respect of this matter in its next report to the Court.

Unit 610

28. On May 4, 2015, the Trustee received documentation setting out that the purchasers of Unit 610 (the "**610 Purchaser**"), Mary and Brian Sweeny, had filed a joint consumer proposal under the *Bankruptcy and Insolvency Act* (Canada) from the 610 Purchaser's proposal trustee (the "**Proposal Trustee**").
29. On June 2, 2015, the Trustee wrote to the 610 Purchaser to request that it confirm whether its intention was to close the sale of unit 610. On June 4, 2015, the 610 Purchaser wrote back to the Trustee to confirm that it would not be able to close.
30. The Trustee has filed an unsecured claim with the Proposal Trustee for, among other things, unpaid occupancy fees, penalty amounts for returned cheques and replacement of flooring in the unit which was damaged as a result of the 610 Purchaser's negligence, which damage is not warranted by Tarion Warranty Corporation. The Trustee has also filed a secured claim with the Proposal Trustee, who has requested an accounting for the subsequent sale of the unit.

Public Art

31. In 2011, an agreement pursuant to S. 37 of the Planning Act (the “**Agreement**”) was signed between Allen Street Holdings Inc. (“**Allen Street**”) and the City with regard to the construction and installation of certain public art that is the subject of article 4 of the Agreement. The Trustee further understands that subsequent to execution of the Agreement, 144 took on the obligations of Allen Street under the Agreement. Article 4.5 of the Agreement sets out that the owner agrees that it will make a Public Art contribution equal to one percent (1%) of the Gross Construction Cost of the building to the City. 144 posted a letter of credit (the “**LC**”) in favour of the City in the amount of \$229,420 and provided the City with certain drawings and specifications of the Public Art it intended to complete and install, which drawings and specifications were approved by the City.
32. The Agreement set out that the Public Art was to be completed and installed prior to the City granting occupancy to residents; however, the Public Art was not completed and installed by 144, nor was this condition enforced by the City. Purchasers had been in occupation from as early as March 2014.
33. After the Trustee’s appointment, the City advised the Trustee that the completion and installation of the Public Art was a condition of registration. In order to clear this condition and proceed to obtain clearance from the City for registration, the Trustee executed an undertaking dated May 1, 2015 to have the public art completed and installed.

34. On or about May 8, 2015, Laurentian Bank of Canada ("LBC") advised that the LC was about to expire and requested that the Trustee confirm whether it intended to renew the LC or allow it to be cancelled. On the basis that the matter of the Public Art issue was ongoing, the Trustee instructed LBC to renew the letter of credit and on May 12, 2015, LBC sent to the Trustee an invoice for renewal of the LC for \$4,638.40.
35. On May 11, 2015, the City advised the Trustee that it intended on drawing on the LC and, pursuant to its rights under the Agreement, it intended on keeping the residual funds from the LC beyond those required to fund the costs of completion and installation of the public art (the "Residual Funds").
36. On May 13, 2015, the City informed the Trustee that it had been in contact with Waterloo North Hydro ("WNH") regarding the specifications for installation of the Public Art it had approved and that WNH had advised that it did not approve the specifications as they did not meet WNH's clearance requirements for separation between the art structure and electrical conductors or power lines. The City advised the Trustee that it should not do anything further at that time in respect of the Public Art. On this basis, the Trustee advised the City that it did not think drawing on the LC was appropriate until such time as the matter of the Public Art was resolved. The City proceeded to discuss with WNH clearance requirements for the Public Art to be installed.
37. On May 14, 2015, the Trustee convened a conference call with the City and a representative of MarshallZehr Group Inc. ("MZ") to discuss the matter of the Public Art, including modification to the specifications and costs associated with same. The City proposed that it would fund the following costs from the LC:

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- (a) artist's costs to complete and install the Public Art, which amount was yet to be determined as modifications to the specifications were required to be made;
 - (b) LC renewal fee of \$4,638 with LBC;
 - (c) the fees of the Trustee up to \$10,000 for the time and effort expended with respect to dealing with the Public Art; and
 - (d) the fees of MZ up to \$10,000 for the time and effort expended with respect to dealing with the Public Art.
38. During the call with the City and MZ, the Trustee raised its concern with respect to the City's position that it was going to keep the Residual Funds in light of the fact that secured and unsecured creditors of 144 are owed significant amounts, which are unpaid.
39. On the evening of May 19, 2015, LBC advised, to the Trustee's surprise, that the City had drawn on the full amount of the LC on May 13, 2015. There was no mention by the City of its draw on the LC on the May 14, 2015 conference call with the Trustee.
40. After some discussion with the City regarding its draw on the LC and the Trustee's concern in this regard as terms and conditions with respect to the completion and installation of the Public Art had not been finalized, the City agreed to raise as an agenda item at the next City Council meeting whether the Residual Funds should be kept by the City or returned to the Trustee for the benefit of 144's creditors. The City undertook to write a report (the "**CW Report**") to City Council and requested of the Trustee that it write a letter (the "**CC Letter**") in respect of the situation that the City could attach to its report for the purposes of providing background and information to City Council on the

matter. Both the CW Report and CC Letter are respectively attached hereto and marked as Appendix "L" and "M".

41. On June 15, 2015, City Council convened and considered the CW Report, the CC Letter and the issue at hand. The Trustee was unable to attend the meeting; however, a representative of MZ attended to voice its position on the matter. City Council voted 5-2 in favour of retaining the Residual Funds in an art fund and not returning them to the Trustee for the benefit of 144's creditors. The City has offered to provide the Trustee with copies of the meeting minutes when they are available. The Trustee is continuing to work with the City towards the completion and installation of the Public Art for which the total costs are estimated to be:

Artist's costs and fees	\$79,891
Trustee's fees	11,300
MZ fees	10,000
LC renewal fee	4,638
Total	<u>\$105,829</u>

* all amounts are inclusive of applicable HST, if any

42. The City will retain for the benefit of its art fund \$123,591.

Condominium Corporation

43. As referenced above, the condominium declaration and Plan were registered on May 25, 2015. As a result of the registration, Waterloo Standard Condominium Corporation No. 591 (the "Condominium Corporation") was established pursuant to the provisions of the CA.
44. The Trustee has been informed by Harris Sheaffer LLP, condominium counsel to 144 ("Harris Sheaffer") that:

- (a) section 42 of the CA requires that a first board of directors of the Condominium Corporation is to be appointed by the declarant, in this case the Trustee on behalf of 144, and that the first board of directors:
 - (i) shall consist of three or more persons;
 - (ii) shall hold office until a new board is elected at a turn-over meeting; and
 - (b) the initial board of directors is required to sign bylaws and enter into any necessary agreements, such as management agreements, metering agreements and assumption agreements, which must be entered into prior to the closing of sale transactions.
45. The Trustee understands that a turnover meeting is typically scheduled to be held to transfer control of the Condominium Corporation to the owners of units in the condominium once at least fifty per cent (50%) of the units have been conveyed to purchasers. As discussed below, it is expected that over 50% of the units will be conveyed to purchasers by July 9, 2015, and based on that, Harris Sheaffer expects to hold the turnover meeting in late August after the necessary notice periods have expired.
46. So that the sale of the condominium units may be completed for the benefit of all of 144's stakeholders, it is necessary for at least three individuals to be appointed as directors on the initial board of directors of the Condominium Corporation, as well as officers of the corporation. Bryan A. Tannenbaum, Daniel R. Weisz and Arif N. Dhanani of the Trustee's office are prepared to act as Directors and Officers, provided that they are indemnified against any and all obligations and liabilities that they may incur as

directors and officers of the Condominium Corporation, except to the extent that the obligation or liability was incurred as a result of the director's and officer's gross negligence or wilful misconduct. They are also asking that the indemnification be secured by the Administration Charge previously granted by this Court over the Property as security for the fees and disbursements of the Trustee, its counsel, and counsel to 144.

SALE TRANSACTIONS FOR THE SOLD UNITS

47. As a result of the registrations, among other things, the Land Registry Office created 461 new parcel registers to represent the residential units, parking units, and storage units located at the 144 Park Project.
48. As previously reported to the Court in the Puklicz Affidavit, there are 148 residential units in the 144 Park Project and one guest unit. Prior to the appointment of the Trustee, 144 had entered into agreements of purchase and sale with purchasers for the sale of 129 residential units and parking units and storage units to be allocated by 144 to the purchasers.
49. 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 Justice McEwen dated April 29, 2015.
50. As a result, there remain 128 units that are the subject of agreements of purchase and sale with 144 (the "Sold Units"). The Sold Units are comprised of:
 - (a) five of the eight townhouse suite units located on level 1;
 - (b) 115 of the 130 apartment style units located on levels 4 through 17;

- (c) six of the seven penthouse suite units located on level 18; and
 - (d) two of the four greater penthouse suite units located on level 19.
51. The agreements of purchase and sale with respect to the Sold Units were entered into by 144 between May 20, 2009 and July 13, 2013, with the vast majority of the agreements entered into in 2009 and 2010. Attached hereto and marked as **Appendix "N"** is a copy of the standard form agreement of purchase and sale that was used by 144 as the basis for each sale transaction. Attached hereto and marked as **Appendix "O"** is a spreadsheet prepared by Harris Sheaffer LLP, condominium counsel to 144, which sets out the following details with respect to the 95 Sold Units: suite number, unit number, floor level, name of purchaser(s), date of agreement, final closing date, parking units and storage units.
52. Subject to obtaining Court approval, the sale transactions for 76 of the 128 Sold Units are expected to close by July 7, 2015 and 19 of the 128 Sold Units are expected to close by July 9, 2015, totaling 95 Sold Units. There remain 33 Sold Units that currently do not have a set date for closing.
53. The reason for this is an issue with parking. As described in greater detail in the First Report, in connection with the Sold Units, 144 sold seven more parking units to the purchasers of the Sold Units than currently are available at the 144 Park Project and there are no parking units available in the building for the 20 unsold units.
54. Harris Sheaffer sent letters to purchasers with two parking units to advise them of the Trustee's inability to deliver the contracted number of parking units. The Trustee, in

consultation with MZ, has offered to amend the agreements of purchase and sale ("APS") of these purchasers to buy back one of the two parking units of each purchaser at its cost of \$30,000 plus HST and to reduce the purchase price of their units accordingly. Attached hereto and marked as **Appendix "P"** is a redacted copy of such a letter sent to purchasers.

55. The Trustee is requesting that the Court grant vesting orders with respect to the sale of the 95 Sold Units and related parking units and storage units, such that the purchasers may obtain title to the units free and clear from all mortgages, construction liens and other encumbrances upon delivery of a Trustee's certificate on each closing.
56. In an effort to make practical and efficient use of judicial resources, the Trustee proposes that, as opposed to requesting that the Commercial List Judge hearing the Trustee's motion issue 95 separate vesting orders with respect to the sale transactions that are to close by July 9, 2015, the Trustee is requesting that the Court approve a form of vesting order to be used in connection with each of the 95 sale transactions.
57. The form of vesting order will substantially be in the form of the Model Approval and Vesting Order. However, the form of vesting order will leave the following information blank: (a) name of purchaser(s) in the vesting order and in the draft Trustee's Certificate attached to the form of vesting order; and (b) legal descriptions of the residential unit, parking unit(s) and storage unit(s) to be conveyed to the purchaser(s).
58. The Trustee is requesting that the Court authorize a representative of Chaitons LLP ("Chaitons"), counsel to the Trustee, to insert the name of the purchasers or its/their nominee(s) and the legal property descriptions into the separate vesting orders for each of

the sale transactions for the 95 Sold Units, and authorize and direct the Registrar of the Ontario Superior Court of Justice (Commercial List) to sign, issue and enter each vesting order as completed by Chaitons upon presentation of a Trustee's certificate to the Registrar confirming the name(s) of the purchaser(s) and the legal description of the property set out in each vesting order.

TRUSTEE'S REQUEST TO THE COURT

59. Based on the foregoing, the Trustee respectfully requests that the Court issue Orders:
- (a) authorizing the Trustee, for and on behalf of 144, to appoint the Directors and Officers as directors and officers of the Condominium Corporation in accordance with s. 42(1) of the *CA*;
 - (b) indemnifying the Directors and Officers against any and all obligations and liabilities that they may incur as directors and officers of the Condominium Corporation, except to the extent that the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct;
 - (c) directing that the Administration Charge stand as security for the indemnity granted to the Directors and Officers; and
 - (d) approving a form of vesting order to be used by the Trustee to complete the sale of the Sold Units and related parking units and storage units and authorizing and directing the Registrar of the Ontario Superior Court of Justice (Commercial List) to sign, issue and enter each vesting order as completed by Chaitons upon

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delivery of a Trustee's certificate confirming the name(s) of the purchaser(s) and the legal description of the property set out in each vesting order.

All of which is respectfully submitted to this Court as of this 23rd day of June, 2015.

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

Per: 

Name: Bryan A. Tannenbaum, FCPA, FCA, FCIRP
Title: President

I have the authority to bind the corporation.

APPENDIX “C”

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**

SIXTEENTH REPORT OF THE TRUSTEE

February 15, 2017

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Appendices

Appendix A – Unit 706 Parcel Registers

Appendix B – Trustee's Eleventh Report (without appendices)

Appendix C – Guest Suite Mortgage Approval Order

Appendix D – Charge/Mortgage in favour of the Trustee

Appendix E – Affidavit of Arif Dhanani sworn February 15, 2017

Appendix F – Affidavit of Sam Rappos sworn February 14, 2017

INTRODUCTION AND PURPOSE OF THE SIXTEENTH 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 sixteenth report of the Trustee (the “**Sixteenth Report**”) is to:
 - a) provide the Court with: (i) a brief background on the role of Tarion Warranty Corporation (“**Tarion**”) and its process in dealing with building deficiencies; and (ii) an update on in-suite and common area deficiencies completed by the Trustee to date, and the involvement of Tarion with respect to the Project (defined below); and
 - b) request that the Court grant orders:
 - i. vesting the right, title and interest of 144 Park in residential condominium unit known as suite 706, and storage unit known as unit 35, level 2, in and to Adrienne Michelle Jacques (the “**706 Purchaser**”), free and clear of all claims and encumbrances (except for permitted encumbrances) upon delivery of a Trustee’s certificate to the purchaser;
 - ii. authorizing the Trustee to enter into and complete a transaction with Waterloo Standard Condominium Corporation 591 (the “**Condominium Corporation**”), wherein the Condominium Corporation will pay in full to the Trustee the balance of the existing mortgage over the Guest Suite (defined below) held by the Trustee and the fees and costs associated therewith in exchange for a discharge of the mortgage held by the Trustee;

- iii. approving the Sixteenth Report and the activities and conduct of the Trustee as described therein; and
- iv. approving the fees and disbursements of the Trustee and its insolvency law counsel Chaitons LLP (“Chaitons”) as set out in the Sixteenth Report and the fee affidavits attached as appendices hereto.

TERMS OF REFERENCE

3. In preparing this Sixteenth Report and making the comments herein, the Trustee has relied upon unaudited financial information, the books and records of 144 Park, discussions with former management and senior employees of 144 Park and information received from third-party sources (collectively, the “Information”). Certain of the information contained in this Sixteenth Report may refer to, or is based on, the Information. As the Information has been provided by 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 Sixteenth 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 (with the exception of 138 vesting orders for sold residential units, lockers and parking spaces, and the vesting order for the Guest Suite).
5. All references to dollars in this Sixteenth Report are in Canadian currency.

BACKGROUND

6. 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 a guest suite (the “Project”).
7. Pursuant to the Appointment Order, the Trustee was authorized and empowered by the Court 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.
8. As of the date of the Trustee’s appointment, 144 Park had entered into agreements of purchase and sale with purchasers (“144 Park Sale Agreements”) for the sale of 129 residential units and parking and storage units to be allocated by 144 Park to the purchasers.
9. One of the sale transactions was a 144 Park Sale Agreement with a construction lien claimant, Brody Wall System Ltd., dated December 5, 2014 with respect to residential unit known as suite 1503, 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.
10. As a result, there were 128 units that were the subject of 144 Park Sale Agreements, and 20 unsold units (collectively, the “Unsold Units”).
11. As at the date of this Sixteenth Report, the Trustee has closed transactions in respect of 138 residential units along with 140 parking units and 139 storage units, and the Guest Suite.

TARION AND DEFICIENCIES

Introduction and General Overview

12. Tarion, formerly known as the Ontario New Home Warranty Program, was created by the Government of Ontario in 1976 to administer the *Ontario New Home Warranties Plan Act* (the "ONHWPA"). Its primary purpose is to protect consumers of new homes by ensuring that builders abide by the provincial legislation. As the regulator of Ontario's new home building industry, Tarion registers new home builders and vendors, enrolls new homes for warranty coverage, investigates illegal building practices, resolves warranty disputes between builders/vendors and homeowners, and promotes high standards of construction among Ontario's new home builders. Tarion also works with the building industry to help educate new home buyers about their warranty rights, and about how to protect and maintain their warranty.
13. At the outset of a development project, Tarion and the builder/vendor agree on a bond (the "Bond") to be held in favour of Tarion as security for Tarion's potential exposure pursuant to the ONHWPA in the event that the developer/vendor fails to meet its obligations with regard to rectifying in-suite or common area deficiencies that are warranted by Tarion. In the case of 144 Park, Tarion currently holds a bond from Aviva Insurance Company of Canada ("Aviva") securing the original principal amount of \$2,980,000. In accordance with a Deposit Trust Agreement among Harris, Sheaffer LLP ("Harris Sheaffer"), Aviva and 144 Park, Harris, Sheaffer is holding the sum of \$2,732,170 in trust as cash collateral for Aviva's obligations under the Bond.
14. The standards utilized by Tarion in assessing whether items are warranted are the *Construction Performance Guidelines for the Ontario Home Building Industry*. In-suite and common element deficiencies that are warranted by Tarion are referred to herein as the "Warranted Deficiencies".
15. In the event that a developer/builder does not, neglects or is unable to attend to the Warranted Deficiencies, Tarion attends to them and draws on the Bond to recover: (i) Tarion's costs to rectify the Warranted Deficiencies; (ii) an administrative charge of 15% on those costs charged by Tarion; and (iii) the harmonized sales tax on the total amount.

Once all Warranted Deficiencies are satisfied and all relevant limitation periods for claims expire, Tarion will return the Bond to Aviva whereupon Aviva will authorize the balance of the cash collateral held by Harris Sheaffer to be repaid to the builder/developer. In the case of 144 Park, the undrawn amount will be paid to the Trustee and will form part of the proceeds under the Trustee's administration which will, after deducting costs incurred by the Trustee, ultimately be distributed by the Trustee to the mortgagees.

16. It is understood in the industry that it can be significantly more economical for the developer/builder to attend to Warranted Deficiencies than to have Tarion attend to them because developers/builders have a network of trades that can attend to the Warranted Deficiencies at a lower cost than Tarion is able to and there is no administrative fee payable on those costs incurred.
17. In-suite unit deficiencies are listed on a pre-delivery inspection form that is completed by the vendor/builder and the purchaser of a suite, prior to occupancy. In-suite unit deficiencies are generally attended to first; if the purchaser is not satisfied with the repairs performed, the vendor/builder and purchaser can agree to a financial settlement to resolve the disagreement or the purchaser has the option to pay a fee and have Tarion attend to conciliate the matter (the "**Conciliation Process**"). If there are Warranted Deficiencies found by Tarion during the Conciliation Process, the fee paid by the purchaser is refunded and Tarion attends to the repair of the Warranted Deficiencies. Tarion then charges the builder/vendor for the costs incurred by Tarion to address the repair(s), plus the administrative fee charged by Tarion, and recovers those charges from the Bond.
18. In the case of common element deficiencies, during the first year after registration of the condominium's declaration (the "**Declaration**"), the condominium corporation is responsible for engaging a performance auditor to assess the common element deficiencies in the project and assemble a list of deficiencies, known as a Performance Audit Tracking Summary (the "**PATS List**"). The condominium corporation is responsible for providing the PATS List to both the developer/builder (in the case of 144 Park, to the Trustee) and Tarion. The developer/builder attends to or settles on a dollar

amount with the condominium corporation for what it believes are Warranted Deficiencies and provides its view on those items that it does not believe are warranted.

19. According to Builder Bulletin 49, issued by Tarion, the vendor/builder is afforded 18 months from the first anniversary of the registration date of the condominium project to attend to the items listed on the PATS List. Those items that are attended to by the vendor/builder to the satisfaction of the condominium corporation are removed from the PATS List. If the condominium corporation and the builder/vendor cannot agree on a settlement amount for or whether particular deficiencies are Warranted Deficiencies, the condominium corporation, the vendor/builder or Tarion can initiate the Conciliation Process to be conducted by Tarion.
20. Tarion's Conciliation Process with respect to claimed common element deficiencies consists of reviewing any items remaining on the PATS List, attending on-site to inspect the items on the PATS List and making a determination on whether remaining items on the PATS List are Warranted Deficiencies or not based on the *Construction Guidelines for the Ontario Home Building Industry*.
21. Tarion issues its decision on the various items that were reviewed by Tarion during the Conciliation Process in a warranty assessment report. If Warranted Deficiencies exist and are documented on the warranty assessment report, the vendor/builder has the option to either rectify the items within a 6-month period or settle with the condominium corporation on a monetary amount to be paid to the condominium corporation so that it may attend to addressing the Warranted Deficiencies itself. If the vendor/builder does not, neglects or is unable to attend to the Warranted Deficiencies, Tarion attends to the repair of the Warranted Deficiencies. Tarion then charges the builder/vendor for the costs incurred by Tarion to address the repair(s), plus the administrative fee charged by Tarion, and recovers those charges from the Bond accordingly.
22. Any deficiencies claimed by the condominium corporation that are not Warranted Deficiencies may be pursued by the condominium corporation as a civil matter against the vendor/builder as a breach of contract or on some other basis.

Status of Deficiencies Associated with the Project

23. As set out previously herein, the Trustee was appointed on January 22, 2015 and the Declaration with respect to the Project was registered on May 25, 2015. The PATS List for the Project was initially received from the Condominium Corporation on March 24, 2016.
24. At the outset of the Trustee's appointment, there existed various in-suite and common area deficiencies with the Project. The Trustee focused on the in-suite deficiencies as a priority to accommodate residents of the Project and then began to attend to obvious common element deficiencies that would be considered Warranted Deficiencies. The Trustee understands that all in-suite Warranted Deficiencies have been rectified.
25. The PATS List provided by the Condominium Corporation on March 24, 2016 contained 1,318 items. During the nine months since registration of the Project, the Trustee has attended to most of the items it considers to be Warranted Deficiencies. Rectification of certain items that are considered by the Trustee to be Warranted Deficiencies are ongoing and certain exterior items will need to be dealt with as the weather improves as they cannot be dealt with during the winter months.
26. The Trustee has spent significant time and financial resources to: (i) engage trades to rectify both in-suite and common element Warranted Deficiencies; (ii) directly or through its engaged trades (the "Engaged Trades") discuss deficiency matters with the Condominium Corporation's board of directors (the "Board of Directors"), property manager and performance auditor; (iii) independently and together with the Board of Directors discuss deficiency matters with Tarion; and (iv) directly or through the Engaged Trades attend various meetings in Waterloo that were called by either Tarion or the Board of Directors to discuss the deficiencies on the PATS List.
27. After consulting on the PATS List with the Engaged Trades and former management and senior employees of 144 Park, the Trustee is of the view that numerous items included on the PATS List by the Condominium Corporation do not represent Warranted Deficiencies.

28. The Trustee discussed these items with both the Board of Directors and Tarion. The Condominium Corporation's view is that the items in question are Warranted Deficiencies and it provided the Trustee with documentation in support of its position. The Trustee reviewed the supporting documentation provided by the Condominium Corporation, but maintained its view that the items in question are not Warranted Deficiencies.
29. On September 26, 2016, Tarion contacted the Trustee and the Condominium Corporation to advise that it would be conducting a Conciliation Process with respect to the remaining items on the PATS List for the Project. Tarion's detailed review of the PATS List pertaining to the Project commenced in or about December 2016 and its on-site inspections commenced on January 11, 2017. Tarion's on-site inspections are continuing as of the date of this Sixteenth Report. The Trustee expects that Tarion will issue its warranty assessment report in or about March 2017.
30. The warranty assessment report to be issued by Tarion will provide an independent third-party determination of which items on the PATS List are Warranted Deficiencies in accordance with the *Construction Guidelines for the Ontario Home Building Industry*. The Trustee will then, with respect to the Warranted Deficiencies, either: (i) attend to them; (ii) offer a monetary settlement amount to the Condominium Corporation; or (iii) make arrangements to deal with them in some combination of the foregoing two options.

SALE OF SUITE 706

31. The Unsold Units included residential condominium unit known as suite 706.
32. The Appointment Order did not authorize or empower the Trustee to market or sell the Unsold Units.
33. Pursuant to the Order of The Honourable Mr. Justice Newbould dated August 5, 2015 (the "**August 5th Order**"), the Trustee was authorized by the Court to retain and engage Mint Realty Brokerage to market any of the Unsold Units on the terms and conditions of the Mint Realty Proposal (as defined in the Trustee's third report dated July 30, 2015)

and 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.

34. The Trustee entered into an agreement of purchase and sale with the 706 Purchaser dated December 4, 2016 for the sale of suite 706, with a locker unit to be allocated by the Trustee.
35. The listing price for suite 706 was \$222,990 and the purchase price is \$221,500, which amounts to approximately 99% of the listing price. As a result, pursuant to the August 5th 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 the 706 Purchaser. Collectively attached hereto as **Appendix "A"** are the parcel registers for the property subject to this sale transaction.

GUEST SUITE

36. As noted above, the Project includes a guest suite. Pursuant to the 144 Park Declaration, the guest suite, known as unit 36 on level 3 (the "**Guest Suite**"), is to be used for overnight accommodation for guests of the owners and tenants of the Project.
37. As set out in the Trustee's eleventh report dated July 15, 2016 (the "**Eleventh Report**"), in accordance with the terms of the 144 Park Declaration, the Trustee requested of and obtained an order of the Court dated July 21, 2016 authorizing the Trustee to transfer the Guest Suite to the Condominium Corporation and to accept a charge/mortgage from the Condominium Corporation therefor to be registered on title to the Guest Suite (the "**Guest Suite Mortgage Approval Order**"). A copy of the Eleventh Report, without appendices, and the Guest Suite Mortgage Approval Order, are respectively attached hereto as **Appendices "B"** and **"C"**.
38. On July 22, 2016, and in accordance with the Guest Suite Mortgage Approval Order, the Trustee registered a mortgage against the Guest Suite in the amount of \$122,518.65 (the

“Charge/Mortgage”). A copy of the Charge/Mortgage is attached hereto as **Appendix “D”**.

39. The Charge/Mortgage has a term of eleven years and bears no interest for the first year of the term. Monthly principal payments are \$1,342.53. Thereafter, the Charge/Mortgage bears interest at a fixed rate of 4% over the Government of Canada Ten Year Bond Yield in effect on the date of registration of the 144 Park Declaration for the Project, which was May 25, 2015. The terms of the Charge/Mortgage with the Trustee are consistent with those that were to be offered by 144 Park to the Condominium Corporation as set out in the 144 Park Declaration.
40. As discussed in the Eleventh Report, one of the options considered by the Condominium Corporation was to purchase the Guest Suite outright from the Trustee without the Trustee taking back a mortgage. This was not possible at that time and the Trustee proceeded to complete the transfer-takeback transaction with the Condominium Corporation.
41. The Condominium Corporation, through its property manager (the “**Property Manager**”), has recently advised the Trustee that the Board of Directors has approved a loan, the proceeds from which will be used to pay out the existing mortgage held by the Trustee on the Guest Suite (the “**Discharge Funds**”).
42. The Property Manager has further advised that the appropriate documents are being prepared and that the Condominium Corporation is hopeful that the discharge of the current mortgage held by the Trustee can be finalized on or shortly after February 21, 2017, when the next monthly payment is due to the Trustee. The Trustee understands that the payment due on February 21, 2017 is being processed and will be sent to the Trustee as usual.
43. On February 9, 2017, counsel to the party lending the Discharge Funds to the Condominium Corporation contacted the Trustee to request a mortgage discharge statement as of February 21, 2017, the date that the next mortgage payment is due. On February 14, 2017, Harris Sheaffer provided this document to counsel for the lender.

44. The Trustee confirms that as of the date of this Sixteenth Report, the Condominium Corporation's payments to the Trustee in respect of the Charge/Mortgage are in good standing. At this time, the Trustee is seeking authorization from the Court to (i) enter into the contemplated transaction with the Condominium Corporation and (ii) discharge its mortgage over the Guest Suite upon receipt of the Discharge Funds.

FEES AND DISBURSEMENTS OF THE TRUSTEE AND ITS COUNSEL

45. Pursuant to paragraph 20 of the Appointment Order, the Trustee and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Trustee and its counsel shall pass their accounts before the Court.
46. The fees and disbursements of the Trustee for the period from November 14, 2014 to September 30, 2016 were previously approved by the Court pursuant to the August 5th Order and Orders dated October 16, 2015 and November 14, 2016 (the "**November 14th Order**").
47. The total fees for the Trustee for the period from October 1, 2016 to January 31, 2017 were \$72,639.50, plus disbursements of \$235.38, plus HST of \$9,473.73, for a total of \$82,348.61. The time spent by the Trustee is more particularly described in the Affidavit of Arif Dhanani sworn February 15, 2017, which is attached hereto and marked as **Appendix "E"** and contains copies of invoices that set out the services provided during this time period.
48. The fees and disbursements of Chaitons, as insolvency counsel to the Trustee, for the period from December 15, 2014 to July 31, 2016 were previously approved by the Court pursuant to the August 5th Order and the November 14th Order.
49. The total fees of Chaitons for the period of August 1, 2016 to January 31, 2017, were \$36,789.50, plus disbursements of \$3,374.37, plus HST of \$5,087.97, for a total of \$45,251.84. The time spent by Chaitons is more particularly described in the Affidavit of Sam Rappos sworn February 14, 2017, which is attached hereto and marked as **Appendix**

"F" and contains, among other things, copies of invoices that set out the services provided during this period of time.

50. The Trustee is of the view that the fees and disbursements charged by Chaitons are fair and reasonable.

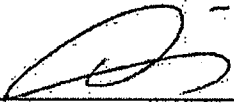
TRUSTEE'S REQUEST TO THE COURT

51. 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 February, 2017.

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, CFF, CIRP, LIT

Title: Senior Vice-President

APPENDIX “D”



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LAND REGISTRY OFFICE #58

23591-0349 (LT)

PAGE 1 OF 6
PREPARED FOR LynnLee1
ON 2017/06/08 AT 11:09:16

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PROPERTY DESCRIPTION: UNIT 7, LEVEL 17, 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:
2015/05/25

OWNERS' NAMES: CAPACITY SHARE
144 PARK LTD. 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						
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
REMARKS: WR639368 TO WR690395						

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REGISTRY
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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 6
PREPARED FOR LynnLee1
ON 2017/06/08 AT 11:09:16

23591-0349 (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
WR690423	2012/05/25	POSTPONEMENT				C
		REMARKS: WR660381 TO WR690395				
58R17836	2013/06/13	PLAN REFERENCE		MARSHALLZEHR GROUP INC.	LAURENTIAN BANK OF CANADA	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
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

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23591-0349 (1F)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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 & CAREET 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 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR858473						

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23591-0349 (IT)

* 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.		C
WR863296	2015/01/21	CERTIFICATE		T.I.C. CONTRACTING LTD.		C
	REMARKS: WR857239					
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.		C
WR864365	2015/01/28	CERTIFICATE		HAMMERSCHLAG & JOFFE INC.		C
	REMARKS: RE: WR858748					
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.		C
	REMARKS: CERTIFICATE OF ACTION - WR859941					
WR865713	2015/02/04	CERTIFICATE		GLOBAL PRECAST INC.		C
	REMARKS: WR857322					
WR865936	2015/02/05	CERTIFICATE		ADLERS MAIN TILE & CARPET CO. LTD.		C
	REMARKS: CERTIFICATE OF ACTION WR860525 AND WR857850					
WR866373	2015/02/09	CERTIFICATE		2050491 ONTARIO INC.		C
	REMARKS: CERTIFICATE OF ACTION WR857462					
WR867197	2015/02/13	CERTIFICATE		WESTON FLOORING LIMITED		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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ON 2017/06/08 AT 11:09:16

23591-0349 (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
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SERREEN PAINTING LTD.		C
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	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. MARSHALLEHR GROUP INC. LAURENTIAN BANK OF CANADA	C
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLN		144 PARK LTD.		C
WR882241	2015/05/25	CONDO DECLARATION		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

REMARKS: CERTIFICATE OF ACTION WR859188
REMARKS: WR863614
REMARKS: WR863658
REMARKS: WR863291
REMARKS: BY-LAW NO. 1
REMARKS: BY-LAW NO. 2

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
 23591-0349 (LT)
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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/CHRD
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	MARSHALLEHR GROUP INC.	C
WR988733	2016/10/19 REMARKS: BY-LAW NO. 5	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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PREPARED FOR LynnLee1
ON 2017/06/08 AT 10:31:04

23591-0039 (LT)

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

PROPERTY DESCRIPTION:

UNIT 39, 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:
CONDOMINIUM FROM 22417-0152

EIN CREATION DATE:
2015/05/25

FEE SIMPLE

CONDOMINIUM FROM 22417-0152

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				
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C
		REMARKS: WR639368 TO WR690395				

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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23591-0039 (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
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	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
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

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23591-0039 (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
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. FRENDEL KITCHENS LIMITED		C
WR860757	2015/01/06	CERTIFICATE			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 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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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
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: WR857239					
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 BARROW TORONTO LIMITED	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 WR866525 AND WR857850					
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

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23591-0039 (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
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SEREN PAINTING LTD.		C
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	C
WR874656	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
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN		144 PARK LTD.		C
WR882241	2015/05/25	CONDO DECLARATION		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 6 OF 6
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23591-0039 (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
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
WR988733	2016/10/19 REMARKS: BY-LAW NO. 5	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 6
PREPARED FOR LynnLee1
ON 2017/06/08 AT 10:31:50

23591-0077 (LT)

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

PROPERTY DESCRIPTION:

UNIT 32, 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:

FEE SIMPLE

LT ABSOLUTE PLUS

CONDOMINIUM FROM 22417-0152

OWNERS' NAMES

CAPACITY SHARE

144 PARK LTD.

ROWN

RECENTLY:

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.	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
WR690416	2012/05/25	POSTPONEMENT		ALLEN STREET HOLDINGS INC.	LAURENTIAN BANK OF CANADA	C
WR690422	2012/05/25	POSTPONEMENT		AVIVA INSURANCE COMPANY OF CANADA	LAURENTIAN BANK OF CANADA	C

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23591-0077 (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
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
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

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 6

PREPARED FOR LynnLeel
ON 2017/06/08 AT 10:31:50

23591-0077 (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
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. FRENDEL KITCHENS LIMITED		C
WR860757	2015/01/06	CERTIFICATE			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 144 PARK LTD. AVIVA INSURANCE COMPANY OF CANADA ALLEN STREET HOLDINGS INC. MARSHALLZEHR GROUP INC. LAURENTIAN BANK OF CANADA	C

REMARKS: CERTIFICATE OF ACTION WR856756

REMARKS: WR847447

REMARKS: WR858473

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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.		C
WR863296	2015/01/21	CERTIFICATE		T. I. C. CONTRACTING LTD.		C
	REMARKS: WR857239					
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					
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

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PAGE 5 OF 6
PREPARED FOR LynnLee1
ON 2017/06/08 AT 10:31:50

23591-0077 (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
WR867313	2015/02/17	NOTICE	\$2	THE REGIONAL MUNICIPALITY OF WATERLOO		C
WR867757	2015/02/19	CERTIFICATE		SEREN PAINTING LTD.		C
WR868712	2015/02/26	CERTIFICATE		SAM TORTOLA ENTERPRISES INC.		C
WR870665	2015/03/11	CERTIFICATE		ALUMINUM WINDOW DESIGN INSTALLATIONS INC.		C
WR870768	2015/03/12	CERTIFICATE		CRS CONTRACTORS RENTAL SUPPLY GENERAL PARTNER INC.		C
WR870844	2015/03/12	CERTIFICATE		BRODY WALL SYSTEM LTD.	144 PARK LTD.	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
WR875305	2015/04/10	CERTIFICATE		SKYWAY CANADA LIMITED	144 PARK LTD.	C
WR876062	2015/04/16	NOTICE	\$2	144 PARK LTD.	ONE 55 MADY LTD.	C
WCP591	2015/05/25	STANDARD CONDO PLAN		144 PARK LTD.		C
WR882241	2015/05/25	CONDO DECLARATION		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891003	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C
WR891004	2015/07/03	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
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
WR988733	2016/10/19 REMARKS: BY-LAW NO. 5	CONDO BYLAW/98		WATERLOO STANDARD CONDOMINIUM CORPORATION NO. 591		C

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

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

Court File No. CV15-10843-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

MOTION RECORD

(re Vesting Order for Sale Transaction and other relief)
(returnable June 14, 2017)

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Sam Rappos (LSUC #51399S)
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Lawyers for the Trustee